

AMENDMENT NO. \_\_\_\_  
TO  
RESOLUTION NO. RS2024-891

Madam President –

I hereby move to amend Resolution No. RS2024-891 by replacing the existing attachment with the updated grant contract for a Brownfields Redevelopment Area Grant (BRAG) from the Tennessee Department of Environment and Conservation, to the Metropolitan Government of Nashville and Davidson County, acting by and through the Metropolitan Nashville Planning Department, attached to this amendment.

SPONSORED BY:

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Delishia Porterfield  
Member of Council

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## GRANT SUMMARY SHEET

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**Grant Name:** Brownfields Redevelopment Area Grant (BRAG) 24-25

**Department:** PLANNING COMMISSION

**Grantor:** TENNESSEE DEPT. OF ENVIRON. & CONSERVATION

**Pass-Through Grantor  
(If applicable):**

**Total Award this Action:** \$99,750.00

**Cash Match Amount** \$0.00

**Department Contact:** Randi Semrick  
615-862-7230

**Status:** NEW

**Program Description:**

If awarded, the grant will fund Phase Two Environmental Site Assessments on the Metro-owned central waterfront properties identified in the Imagine East Bank Vision Plan as parks and open space. Federal and State laws require ESAs as a first step in the redevelopment of properties that may contain environmental contaminants.

**Plan for continuation of services upon grant expiration:**

None

### Grants Tracking Form

Part One

Pre-Application <input type="radio"/>		Application <input type="radio"/>		Award Acceptance <input checked="" type="radio"/>		Contract Amendment <input type="radio"/>	
Department	Dept. No.	Contact			Phone	Fax	
PLANNING COMMISSION	007	Randi Semrick			862-7230		
<b>Grant Name:</b>		Brownfields Redevelopment Area Grant (BRAG) 24-25					
<b>Grantor:</b>		TENNESSEE DEPT. OF ENVIRON. & CONSERVATION			<b>Other:</b>		
<b>Grant Period From:</b>		08/01/24	(applications only) Anticipated Application Date:				
<b>Grant Period To:</b>		07/31/26	(applications only) Application Deadline:				
<b>Funding Type:</b>		STATE	<b>Multi-Department Grant</b> <input type="checkbox"/> <b>→ If yes, list below.</b>				
<b>Pass-Thru:</b>			<b>Outside Consultant Project:</b> <input type="checkbox"/>				
<b>Award Type:</b>		COMPETITIVE	<b>Total Award:</b> \$99,750.00				
<b>Status:</b>		NEW	<b>Metro Cash Match:</b> \$0.00				
<b>Metro Category:</b>		New Initiative	<b>Metro In-Kind Match:</b> \$0.00				
<b>CFDA #</b>		N/A	<b>Is Council approval required?</b> <input type="checkbox"/>				
<b>Project Description:</b>		<b>Applic. Submitted Electronically?</b> <input checked="" type="checkbox"/>					
<p>The grant will fund Phase Two Environmental Site Assessments on the Metro-owned central waterfront properties identified in the Imagine East Bank Vision Plan as parks and open space. Federal and State laws require ESAs as a first step in the redevelopment of properties that may contain environmental contaminants.</p>							
<b>Plan for continuation of service after expiration of grant/Budgetary Impact:</b>							
None.							
<b>How is Match Determined?</b>							
<b>Fixed Amount of \$</b>		or		<b>% of Grant</b>		<b>Other:</b> <input type="checkbox"/>	
<b>Explanation for "Other" means of determining match:</b>							
No local match required.							
<b>For this Metro FY, how much of the required local Metro cash match:</b>							
<b>Is already in department budget?</b>		\$0.00	<b>Fund</b>		<b>Business Unit</b>		
<b>Is not budgeted?</b>			<b>Proposed Source of Match:</b>		None		
<b>(Indicate Match Amount &amp; Source for Remaining Grant Years in Budget Below)</b>							
<b>Other:</b>							
<b>Number of FTEs the grant will fund:</b>		0.00	<b>Actual number of positions added:</b>		0.00		
<b>Departmental Indirect Cost Rate</b>		46.29%	<b>Indirect Cost of Grant to Metro:</b>		\$46,174.28		
<b>*Indirect Costs allowed?</b> <input checked="" type="radio"/> Yes <input type="radio"/> No		<b>% Allow.</b> 4.76%	<b>Ind. Cost Requested from Grantor:</b>		\$4,750.00	<b>in budget</b>	
<b>*(If "No", please attach documentation from the grantor that indirect costs are not allowable. See Instructions)</b>							
<b>Draw down allowable?</b> <input type="checkbox"/>							
<b>Metro or Community-based Partners:</b>							

Part Two

Grant Budget										
Budget Year	Metro Fiscal Year	Federal Grantor	State Grantor	Other Grantor	Local Match Cash	Match Source (Fund, BU)	Local Match In-Kind	Total Grant Each Year	Indirect Cost to Metro	Ind. Cost Neg. from Grantor
Yr 1	FY24									
Yr 2	FY25		\$99,750.00					\$99,750.00	\$46,174.28	\$4,750.00
Yr 3	FY26									
Yr 4	FY__									
Yr 5	FY__									
<b>Total</b>		<b>\$0.00</b>	<b>\$99,750.00</b>	<b>\$0.00</b>	<b>\$0.00</b>		<b>\$0.00</b>	<b>\$99,750.00</b>	<b>\$46,174.28</b>	<b>\$4,750.00</b>
<b>Date Awarded:</b>		11/05/24		<b>Tot. Awarded:</b>		\$99,750.00	<b>Contract#:</b>			
<b>(or) Date Denied:</b>				<b>Reason:</b>						
<b>(or) Date Withdrawn:</b>				<b>Reason:</b>						

Contact: [juanita.paulsen@nashville.gov](mailto:juanita.paulsen@nashville.gov)  
[vaughn.wilson@nashville.gov](mailto:vaughn.wilson@nashville.gov)

*VW*



## GOVERNMENTAL GRANT CONTRACT

(cost reimbursement grant contract with a federal or Tennessee local governmental entity or their agents and instrumentalities)

<b>Begin Date</b> 8/1/24	<b>End Date</b> 7/31/26	<b>Agency Tracking #</b> 32701-25-259	<b>Edison ID</b> TBD
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<b>Grantee Legal Entity Name</b> Metropolitan Government of Nashville & Davidson	<b>Edison Vendor ID</b> 0000000004
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<b>Subrecipient or Recipient</b> <input type="checkbox"/> Subrecipient <input checked="" type="checkbox"/> Recipient	<b>Assistance Listing Number</b>  <b>Grantee's fiscal year end: 6/30</b>
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**Service Caption** (one line only)  
Investigation of brownfield sites

Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
FY25	99,750.00	0.00	0.00	0.00	99,750.00
FY26	0.00	0.00	0.00	0.00	0.00
FY27	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00
<b>TOTAL:</b>	<b>\$99,750.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>\$99,750.00</b>

**Grantee Selection Process Summary**

<input checked="" type="checkbox"/> Competitive Selection	TDEC assembled a panel of 15 subject matter experts to review, rank, and recommend grant applications for funding. Other subject matter experts may be included in review discussions or asked to contribute specific feedback necessary for completing the reviewing, ranking, and recommending process. Proposals will be reviewed and ranked relative to other proposals within the project award type following close of the application period. Proposals will not be ranked as they are received. A proposal will receive a score ranging from 0 to the maximum available points, using whole numbers. Proposals with the highest total points at the end of scoring will be considered for funding. Each proposal will be evaluated using a scoring rubric.
<input type="checkbox"/> Non-competitive Selection	

<p><b>Budget Officer Confirmation:</b> There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.</p> <p style="text-align: center; font-family: cursive; font-size: 1.2em;">Scott Grammer \ MKH</p>	<p>CPO USE - GG</p>
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<b>Speed Chart</b> (optional) EN00022586/32738	<b>Account Code</b> (optional)
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**GRANT CONTRACT  
BETWEEN THE STATE OF TENNESSEE,  
DEPARTMENT OF ENVIRONMENT AND CONSERVATION  
AND  
METROPOLITAN GOVERNMENT OF NASHVILLE & DAVIDSON**

This grant contract ("Grant Contract"), by and between the State of Tennessee, Department of Environment and Conservation, hereinafter referred to as the "State" or the "Grantor State Agency" and Metropolitan Government of Nashville & Davidson, hereinafter referred to as the "Grantee," is for the provision of investigation of brownfield sites, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 0000000004

**A. SCOPE OF SERVICES AND DELIVERABLES:**

- A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.
- A.2. Within thirty days of the execution of this Grant Contract, the Grantee must enroll all sites on which work subject to this Grant Contract will be performed in State's Voluntary Cleanup Oversight and Assistance Program ("VOAP"). The Grantee shall submit enrollment verification to the State via the States Grant Management System ("GMS").
- A.3. The Grantee shall perform a Phase II I Environmental Site Assessment ("ESA") in accordance with American Society for Testing and Materials (ASTM) standards at 1 & 2 Titans Way, 4 Main St, 2 Victory Ave. Right of Way and 0 Shelby Ave. The ESA must be conducted by a qualified environmental professional.
- A.4. Once completed, the Grantee must submit the Phase II ESA as well as any associated documentation, such as field notes, photographs, boring logs, laboratory reports, tables, or figures, to its VOAP project manager and in GMS.
- A.5. Incorporation of Additional Documents. Each of the following documents is included as a part of this Grant Contract by reference or attachment. In the event of a discrepancy or ambiguity regarding the Grantee's duties, responsibilities, and performance hereunder, these items shall govern in order of precedence below.
- a. this Grant Contract document with any attachments or exhibits (excluding the items listed at subsections c. and d., below);
  - b. the State grant proposal solicitation and grant manual as may be amended, if any;
  - c. the Grantee's proposal (Attachment B) incorporated to elaborate supplementary scope of services specifications; and
  - d. the Grantee's Schedule of Activities (Attachment C) and as may be amended.

**B. TERM OF CONTRACT:**

- B.1 This Grant Contract shall be effective on August 1, 2024 ("Effective Date") and extend for a period of twenty-four (24) months after the Effective Date ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.
- B.2. Renewal Options. This Grant Contract may be renewed upon satisfactory completion of the Term. The State reserves the right to execute up to three (3) renewal options under the same terms and

conditions for a period not to exceed twelve (12) months each by the State, at the State's sole option. In no event, however, shall the maximum Term, including all renewals or extensions, exceed a total of sixty (60) months.

- B.3. Term Extension. It is understood and agreed that the State may extend the Term an additional period of time, not to exceed one hundred-eighty (180) days beyond the expiration date of this Grant Contract, under the same terms and conditions. In no event, however, shall the maximum Term, including all extensions or renewals, exceed a total of sixty (60) months.

**C. PAYMENT TERMS AND CONDITIONS:**

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Written Dollar Amount Ninety Nine Thousand Seven Hundred Fifty Dollars (\$99,750.00). The Grant Budget, attached and incorporated as Attachment A is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.
- C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.
- C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs
- C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.
- C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

State of Tennessee  
 Division of Remediation, BRAG  
 500 James Robertson Parkway  
 Davy Crockett Tower, 7<sup>th</sup> Floor  
 Nashville, TN 37243

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
- (1) Invoice/Reference Number (assigned by the Grantee).
  - (2) Invoice Date.
  - (3) Invoice Period (to which the reimbursement request is applicable).
  - (4) Grant Contract Number (assigned by the State).
  - (5) Grantor: Department of Environment and Conservation, Division of Remediation
  - (6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
  - (7) Grantee Name.
  - (8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
  - (9) Grantee Remittance Address.

- (10) Grantee Contact for Invoice Questions (name, phone, or fax).
  - (11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:
    - i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
    - ii. The amount reimbursed by Grant Budget line-item to date.
    - iii. The total amount reimbursed under the Grant Contract to date.
    - iv. The total amount requested (all line-items) for the Invoice Period.
- b. The Grantee understands and agrees to all of the following.
- (1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract in the 'Schedule of Activities' and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements. of this Grant Contract relating to allowable reimbursements.
  - (2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
  - (3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.
- C.6. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may vary from a Grant Budget line-item amount by up to ten percent (10%) of the line-item amount, provided that any increase is off-set by an equal reduction of other line-item amount(s) such that the net result of variances shall not increase the total Grant Contract amount detailed by the Grant Budget. Any increase in the Grant Budget, grand total amounts shall require an amendment of this Grant Contract.
- C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within ninety (90) days of the Grant Contract end date, in form and substance acceptable to the State.
- a. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.
  - b. The State shall not be responsible for the payment of any invoice submitted to the State after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.
  - c. The Grantee's failure to provide a final grant disbursement reconciliation report to the State as required by this Grant Contract shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the State pursuant to this Grant Contract.
  - d. The Grantee must close out its accounting records at the end of the Term in such a way that reimbursable expenditures and revenue collections are NOT carried forward.

- C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.
- C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Central Procurement Office Policy Statement 2013-007 or any amendments or revisions made to this policy statement during the Term.
- C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.
- C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.
- C.12. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.
- C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.
- a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").
  - b. The Grantee shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

**D. STANDARD TERMS AND CONDITIONS:**

- D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and,



depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

- D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.
- D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate this Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the State's right to terminate this Grant Contract for cause, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.
- D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.
- D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.
- D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:
- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
  - b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
  - c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and

contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352.

- D.8. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Grant Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective party as set out below:

The State:

Jaime Thompson, Grants Program Manager  
Division of Remediation  
500 James Robertson Parkway  
Davy Crockett Tower, 7<sup>th</sup> Floor  
Nashville, TN 3724Jaime.Thompson@tn.gov  
615-532-0922

The Grantee:

Freddie O'Connell Mayor  
Metropolitan Government of Nashville & Davidson  
100 Metro Courthouse  
Nashville , TN 37201  
mayor@nashville.gov  
Telephone # (615) 862-6000

A change to the above contact information requires written notice to the person designated by the other party to receive notice.

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

- D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.10. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

- D.11. HIPAA Compliance. As applicable, the State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.
- a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.
  - b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.
  - c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.
- D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:
- NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454.
- The sign shall be on the form prescribed by the Comptroller of the Treasury. The Grantor State Agency shall obtain copies of the sign from the Comptroller of the Treasury, and upon request from the Grantee, provide Grantee with any necessary signs.
- D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.
- D.14. Licensure. The Grantee, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.
- D.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the

final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

The records shall be maintained in accordance with Governmental Accounting Standards Board (GASB) Accounting Standards or the Financial Accounting Standards Board (FASB) Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides.

In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

Grant expenditures shall be made in accordance with local government purchasing policies and procedures and purchasing procedures for local governments authorized under state law.

The Grantee shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.

The Grantee shall establish a system of internal controls that utilize the COSO Internal Control - Integrated Framework model as the basic foundation for the internal control system. The Grantee shall incorporate any additional Comptroller of the Treasury directives into its internal control system.

Any other required records or reports which are not contemplated in the above standards shall follow the format designated by the head of the Grantor State Agency, the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.

- D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.
- D.19. Audit Report. The Grantee shall be audited in accordance with applicable Tennessee law.
- At least ninety (90) days before the end of its fiscal year, the Grantee shall complete the Information for Audit Purposes ("IAP") form online (accessible through the Edison Supplier portal) to notify the State whether or not Grantee is subject to an audit. The Grantee should submit only one, completed form online during the Grantee's fiscal year. Immediately after the fiscal year has ended, the Grantee shall fill out the End of Fiscal Year ("EOFY") (accessible through the Edison Supplier portal).
- When a federal single audit is required, the audit shall be performed in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant. Audit reports shall be made available to the public.

- D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, or contracted services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for the decision and for use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.317—200.327 when procuring property and services under a federal award.

The Grantee shall obtain prior approval from the State before purchasing any equipment under this Grant Contract.

For purposes of this Grant Contract, the term “equipment” shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds ten thousand dollars (\$10,000.00).

- D.21. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.
- D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- D.23. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The State's total liability under this Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.
- D.24. Force Majeure. “Force Majeure Event” means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations

directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.

- D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.
- D.26. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.
- D. 27. State Interest in Equipment or Motor Vehicles. The Grantee shall take legal title to all equipment or motor vehicles purchased totally or in part with funds provided under this Grant Contract, subject to the State's equitable interest therein, to the extent of its pro rata share, based upon the State's contribution to the purchase price. The term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds ten thousand dollars (\$10,000.00). The term "motor vehicle" shall include any article of tangible personal property that is required to be registered under the "Tennessee Motor Vehicle Title and Registration Law", Tenn. Code Ann. Title 55, Chapters 1-6.

As authorized by the Tennessee Uniform Commercial Code, Tenn. Code Ann. Title 47, Chapter 9 and the "Tennessee Motor Vehicle Title and Registration Law," Tenn. Code Ann. Title 55, Chapters 1-6, the parties intend this Grant Contract to create a security interest in favor of the State in the equipment or motor vehicles acquired by the Grantee pursuant to the provisions of this Grant Contract. A further intent of this Grant Contract is to acknowledge and continue the security interest in favor of the State in the equipment or motor vehicles acquired by the Grantee pursuant to the provisions of this program's prior year Grant Contracts between the State and the Grantee.

The Grantee grants the State a security interest in all equipment or motor vehicles acquired in whole or in part by the Grantee under this Grant Contract. This Grant Contract is intended to be a security agreement pursuant to the Uniform Commercial Code for any of the equipment or motor vehicles herein specified which, under applicable law, may be subject to a security interest pursuant to the Uniform Commercial Code, and the Grantee hereby grants the State a security interest in said equipment or motor vehicles. The Grantee agrees that the State may file this Grant Contract or a reproduction thereof, in any appropriate office, as a financing statement for any of the equipment or motor vehicles herein specified. Any reproduction of this or any other security agreement or financing statement shall be sufficient as a financing statement. In addition, the Grantee agrees to execute and deliver to the State, upon the State's request, any financing statements, as well as extensions, renewals, and amendments thereof, and reproduction of this Grant Contract in such form as the State may require to perfect a security interest with respect to said equipment or motor vehicles. The Grantee shall pay all costs of filing such financing statements and any extensions, renewals, amendments and releases thereof, and

shall pay all reasonable costs and expenses of any record searches for financing statements the State may reasonably require. Without the prior written consent of the State, the Grantee shall not create or suffer to be created pursuant to the Uniform Commercial Code any other security interest in said equipment or motor vehicles, including replacements and additions thereto. Upon the Grantee's breach of any covenant or agreement contained in this Grant Contract, including the covenants to pay when due all sums secured by this Grant Contract, the State shall have the remedies of a secured party under the Uniform Commercial Code and, at the State's option, may also invoke the remedies herein provided.

The Grantee agrees to be responsible for the accountability, maintenance, management, and inventory of all property purchased totally or in part with funds provided under this Grant Contract. The Grantee shall maintain a perpetual inventory system for all equipment or motor vehicles purchased with funds provided under this Grant Contract and shall submit an inventory control report which must include, at a minimum, the following:

- a. Description of the equipment or motor vehicles;
  - b. Vehicle identification number;
- c. Manufacturer's serial number or other identification number, when applicable;
- d. Acquisition date, cost, and check number;
- e. Fund source, State Grant number, or other applicable fund source identification;
- f. Percentage of state funds applied to the purchase;
- g. Location within the Grantee's operations where the equipment or motor vehicles is used;
- h. Condition of the property or disposition date if Grantee no longer has possession;
- i. Depreciation method, if applicable; and
- j. Monthly depreciation amount, if applicable.

The Grantee shall tag equipment or motor vehicles with an identification number which is cross referenced to the equipment or motor vehicle item on the inventory control report. The Grantee shall inventory equipment or motor vehicles annually. The Grantee must compare the results of the inventory with the inventory control report and investigate any differences. The Grantee must then adjust the inventory control report to reflect the results of the physical inventory and subsequent investigation.

The Grantee shall submit its inventory control report of all equipment or motor vehicles purchased with funding through this Grant Contract within thirty (30) days of its end date and in form and substance acceptable to the State. This inventory control report shall contain, at a minimum, the requirements specified above for inventory control. The Grantee shall notify the State, in writing, of any equipment or motor vehicle loss describing the reasons for the loss. Should the equipment or motor vehicles be destroyed, lost, or stolen, the Grantee shall be responsible to the State for the pro rata amount of the residual value at the time of loss based upon the State's original contribution to the purchase price.

Upon termination of the Grant Contract, where a further contractual relationship is not entered into, or at another time during the term of the Grant Contract, the Grantee shall request written approval from the State for any proposed disposition of equipment or motor vehicles purchased with Grant funds. All equipment or motor vehicles shall be disposed of in such a manner as the parties may agree from among alternatives approved by the Tennessee Department of General Services as appropriate and in accordance with any applicable federal laws or regulations.

- D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: [http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200\\_main\\_02.tpl](http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl)

- D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.
- D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.
- D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.
- D.33. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
- D.34. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
  - b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
  - c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
  - d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Grantee shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified, or presently fall under any of the prohibitions of sections a-d.



D.35. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Grantee by the State or acquired by the Grantee on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Grantee to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Grantee due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Grantee shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

The obligations set forth in this Section shall survive the termination of this Grant Contract.

D.36. State Sponsored Insurance Plan Enrollment. The Grantee warrants that it will not enroll or permit its employees, officials, or employees of contractors to enroll or participate in a state sponsored health insurance plan through their employment, official, or contractual relationship with Grantee unless Grantee first demonstrates to the satisfaction of the Department of Finance and Administration that it and any contract entity satisfies the definition of a governmental or quasigovernmental entity as defined by federal law applicable to ERISA.

**E. SPECIAL TERMS AND CONDITIONS:**

E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.

E.2. Transfer of Grantee's Obligations. The Grantee shall not transfer or restructure its operations related to this Grant Contract without the prior written approval of the State. The Grantee shall immediately notify the State in writing of a proposed transfer or restructuring of its operations related to this Grant Contract. The State reserves the right to request additional information or impose additional terms and conditions before approving a proposed transfer or restructuring.

**IN WITNESS WHEREOF,**

**METROPOLITAN GOVERNMENT OF NASHVILLE & DAVIDSON:**

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**GRANTEE SIGNATURE**

**DATE**

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**PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)**

**DEPARTMENT OF ENVIRONMENT AND CONSERVATION:**

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**DAVID W. SALYERS, P.E., COMMISSIONER**

**DATE**

**SIGNATURE PAGE  
FOR  
GRANT NO. \_\_\_\_\_**

IN WITNESS WHEREOF, the parties have by their duly authorized representatives set their signatures.

**METROPOLITAN GOVERNMENT OF  
NASHVILLE AND DAVIDSON COUNTY**

*Lucy Kempf*  
Planning Director  
Planning Department

November 12, 2024  
Date

**APPROVED AS TO AVAILABILITY  
OF FUNDS:**

*Kevin Crumbo/mjw*  
Director of Finance  
Department of Finance

11/22/2024 | 2:57 PM CST  
Date

**APPROVED AS TO RISK AND INSURANCE:**

*Balagun Cobb*  
Director of Insurance

11/22/2024 | 3:00 PM CST  
Date

**APPROVED AS TO FORM AND  
LEGALITY:**

*Courtney Mohan*  
Metropolitan Attorney

11/25/2024 | 1:25 PM CST  
Date

"See previous Page"  
Freddie O' Connell  
Metropolitan Mayor

\_\_\_\_\_  
Date

**ATTEST:**

\_\_\_\_\_  
Metropolitan Clerk

\_\_\_\_\_  
Date



**ATTACHMENT A**

**GRANT BUDGET LINE-ITEM DETAIL:**

<b>PROFESSIONAL FEE, GRANT &amp; AWARD</b>	<b>AMOUNT</b>
Drilling Contractor	45,980.00
Analytical Laboratory	9,100.00
Geotechnical Laboratory	8,140.00
Field Materials, Expenses, and Equipment	3,170.00
Environmental Professional	28,610.00
<b>ROUNDED TOTAL</b>	<b>\$95,000.00</b>

<b>Indirect Costs</b>	<b>AMOUNT</b>
Metro employee grant administration oversight	4750.00
<b>ROUNDED TOTAL</b>	<b>\$4750.00</b>



# Application Summary

**Application Type:** DOR - Brownfield Redevelopment Area Grant - Investigation

## Purpose and Overview

### Grant Overview

In 2023, the Tennessee General Assembly authorized the Tennessee Department of Environment and Conservation (TDEC) to establish the Brownfield Redevelopment Area Fund, to support a state-administered brownfield grant program for identification, investigation, and remediation to encourage the redevelopment of brownfields<sup>1</sup>. The fund also promotes conservation of Tennessee’s agricultural, recreational, and open space lands by encouraging environmentally sound redevelopment of properties blighted by real or perceived contamination. Through this fund, TDEC administers the **Brownfield Redevelopment Area Grant (BRAG)**, which is described in this grant manual.

TDEC may award grants to eligible entities for the identification, investigation, or remediation of brownfield sites. Grants may also cover reasonable administrative expenses, not to exceed 5% of any grant awarded, relative to the redevelopment of brownfield sites. Grant funding is capped at five hundred thousand dollars (\$500,000) from the fund in a fiscal year for each eligible entity. Applicants must demonstrate how their project will improve or enhance the identification, investigation, or remediation of a site, to encourage the redevelopment of brownfield properties in their communities.

### Project Types

To support BRAG’s purpose of supporting identification, investigation, or remediation activities, TDEC will award grants for the **identification, investigation, and remediation** of brownfield sites across the state. These three project types are highlighted below and described in detail throughout the manual.

Project Type	Description	Maximum Grant Funding	Contract Term
Identification	The creation of an inventory of brownfield sites, which may span multiple locations.	\$20,000	12 months
Investigation	Conducting a Phase I Environmental Site Assessment (ESA) in accordance with the current ASTM E-1527 standard; a Phase II Environmental Site Assessment conducted in accordance with the current ASTM E1903 standard; or other environmental investigation such as an Analysis of Brownfield Cleanup Alternatives (ABCA).	\$100,000	24 months
Remediation	Any action to contain, remove, mitigate, or dispose of hazardous substances, pollutants, other contaminants, or petroleum products, at a brownfield site. This may include certain types of demolition performed at a brownfield and the installation or upgrade of the minimum amount of infrastructure that is necessary to make a brownfield property usable.	\$500,000	24 months

For FY24, eligible entities may submit multiple applications through BRAG and must select from the project types listed above. Each eligible entity may submit one\* application per project type for up to three total applications (one identification, one investigation, and one remediation ). Eligible entities may be awarded

multiple grants but cannot receive a total of more than \$500,000 in BRAG funds for a given fiscal year. Additionally, eligible entities must complete the contract term or the activities within active contracts prior to submitting a BRAG application for a new project under that same project type. TDEC expects to open applications through BRAG on an annual basis.

\*Development districts and development boards encompassing numerous counties and municipalities may apply for multiple grants under the identification project category to cover identification activities across their jurisdiction.

<sup>1</sup>T.N. Leg. Assemb. Reg. Session 2023., Public Acts of 2023, Pub. Chp. 86, [pc0086.pdf \(tnsosfiles.com\)](#)

## Timeline, Eligibility & Funding

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### Timeline

The application window closes May 1st, 2024.

The following is a draft timeline of the application and review process for this competitive grant offering. This is subject to change and extensions may be granted solely at TDEC's discretion, upon written request. Awards for this grant cycle are subject to available funds and awarded at the discretion of TDEC.

**February 2024:** Application Window opens

**April 2024:** Proposal Submission Deadline; begin review and processing of applications.

**June 2024:** Awards announced

**August 2024:** Execute grant contracts

### Funding

Of the available BRAG program funds, no more than \$500,000 may be awarded to any one eligible entity in each fiscal year. If for any reason the funds become unavailable, TDEC may cancel any awarded BRAG program contracts or award announcements.

### BRAG Funding

The total amount of funding available for BRAG in FY24 is **\$5 million**. TDEC is not designating a certain proportion of the available funding by project type. Rather, TDEC will assess all proposals to determine which projects to fund. Please note that TDEC may select all or part of a proposal for funding and may offer to fund more or less than the eligible grant amounts or a larger or smaller amount than requested in the application.

All grants will be awarded through a grant contract, which may include terms and conditions other than those found in this manual. Full execution and acceptance of a complete, valid grant contract is required before funds can be allocated to a grantee. TDEC has the sole discretion to terminate awarded grant contracts, refuse to allocate funds, or require a refund of funds from grantees if sufficient progress or compliance has not been demonstrated through required reporting.

**\*No reimbursable work shall begin on grant projects until an executed contract has been signed by all parties.**

## Match Requirement

For FY24, there is no match requirement for BRAG proposals. However, grantees of investigation and remediation projects are required to enroll the brownfield redevelopment area in the [Brownfield Voluntary Cleanup Oversight and Assistance Program](#) (VOAP) and pay the associated [schedule of fees](#). These fees may be considered grant expenses (reimbursable) for Tier 3 or Tier 4 counties, utilizing the Department of Economic and Community Development's [Tennessee Jobs Tax Credit Enhancement County](#) designation. Tier 1 and Tier 2 counties cannot utilize BRAG funds for VOAP fees and must agree to pay these fees through other means.

## Administrative Use of Funds

Up to 5% of a grant applicant's total grant contract may be used for reasonable and allocable administrative expenses. Administrative expenses may include reporting, compliance assurance, monitoring, or direct or indirect costs associated with administering the grant award.

## Procurement and Reimbursement

All activities and procurements funded through the BRAG program are required to follow State of Tennessee procurement standards and requirements, or equivalent local policy (whichever is more stringent). When the terms of a grant award allow disbursements for the cost of goods, materials, supplies, equipment, or contracted services, such procurement must be made on a competitive basis whenever possible, including using competitive bidding procedures.

The BRAG funding will be provided to grantees through requests for payment for costs incurred. A request to receive funding for eligible expenses must be submitted through TDEC's [Grants Management System](#) (GMS). Supporting documentation will be required to substantiate the costs requested for funding, which may include purchase orders, pay requests, invoices, and/or proof of payment.

The first request for funding submitted to TDEC shall include proof of costs incurred, including all applicable purchase orders, pay requests, invoices, and proof of payment. This first request shall not be for more than 50% of the total grant award. Subsequent requests for funding submitted to TDEC shall include any applicable purchase orders, pay requests, invoices, and proof of payment. Grantees may only request up to 80% of the reimbursement of grant funds until all applicable deliverables outlined in the grant contract have been received and approved by TDEC.

## Ineligible Expenditures

Eligible uses of funds are described for each project type in that relevant section. Below is a list of **ineligible expenditures** across all project types:

1. Conducting environmental assessment activities not part of a Brownfield Voluntary Agreement (BVA).
2. Monitoring and collecting data necessary to apply for, or comply with, environmental permits under other federal and state laws, unless such a permit is required as a component of the cleanup action.



3. Performing construction, demolition, and development activities that are not cleanup actions (e.g., marketing of property or construction of a new facility).
4. Addressing public or private drinking water supplies that have deteriorated through ordinary use.
5. Cost sharing or matching funds for another federal grant.
6. Paying a penalty or fine.
7. Using BRAG funding to fund a community or municipal grant program.
8. Property acquisition.
9. Costs associated with activities conducted prior to the grant period.
10. Costs associated with activities that cause the loss of greenspace in the community, as defined in the Definitions section.

Applications may be considered ineligible under the following conditions:

1. The application is incomplete at the close of the application window.
2. BRAG funds requested exceed \$500,000.
3. The timeline, budget, and scope of work proposed are not plausible as determined by the State in its sole discretion.
4. Proposed project causes a loss of greenspace in the community.
5. Proposal involves properties listed as Federal Superfund (National Priority List or NPL) sites, RCRA-permitted, or Interim-status facilities, or properties where the applicant is named in a federal or state enforcement action pertaining to that property.

## Submission Guidelines

Each application should describe a single project that falls under a project type (identification, investigation, or remediation). **Eligible entities may only submit one application for each project type (identification, investigation, and remediation) to the BRAG program for FY24, for a total of three applications.** Development districts encompassing several counties may submit multiple applications under the identification project category so long as the total amount of BRAG funding requested by the development district does not exceed \$500,000. Each eligible entity may not receive more than \$500,000 in BRAG funding for FY24.

Grant applicants must register through TDEC's Grants Management System (GMS), and all applications must be submitted electronically to be considered. Applicants must demonstrate that their proposal meets all eligibility requirements. Applications will be scored and awarded in a competitive manner. Submission of a complete application does not guarantee that the applicant will receive a grant.

Grant applicants are required to have a full and complete application submitted by the application solicitation closing. TDEC will rank and review applications based on the information included in the application at the time of submission. Incomplete applications will not be considered for funding.

## Eligibility

### Grant Applicants

Grant applicants must be an **eligible entity**, as described in the Definitions section. Applicants must be in full compliance with all other environmental requirements in Tennessee, and the applicant must not be subject to



## Application Summary

any current enforcement action from any state or federal environmental agency unless such enforcement action is, in the opinion of the Commissioner, adequately resolved with the applicable agency. Entities with consent orders are not prohibited from participating in the program. Further, the entity must be in compliance with Title VI of the Civil Rights Act of 1964 and be able to pass a pre-award Title VI audit.

### Properties

Eligible entities must demonstrate they have legal access to the extent necessary to the project sites in order to accomplish the proposed project scope of work. Properties which are listed as Federal Superfund (National Priority List or NPL) sites, RCRA permitted or Interim-status facilities or properties involved in or targeted for any federal or state enforcement action (i.e., Commissioner's Order) are prohibited from participating in the BRAG. Properties that are regulated by the Division of Underground Storage Tanks or by the Dry Cleaner's Environmental Response Program (DCERP) may be eligible on a case-by case basis.

Investigation grant applications may include multiple properties; however, each property must be clearly identified. Properties that contain more than one parcel are eligible to apply as one property, but the parcels must be contiguous. Parcels separated only by a street, alley, or railroad track will be considered contiguous. The property being investigated must be enrolled or enroll in VOAP within thirty days of the grant contract being executed to be eligible for receiving BRAG funds. Multiple sites may be submitted in the Investigation grant category, with the total cumulative budget of all sites not exceeding \$100,000. If an applicant submits multiple sites, the applicant must identify which site is the priority. If an applicant fails to identify the priority site, their application may be disqualified.

### Contract Term and Funding

The contract term for investigation grants is twenty-four months. Extensions may be approved on a case-by-case basis at TDEC's sole discretion. The maximum funding available for an investigation grant is \$100,000.

## Additional Considerations

### Monitoring and Oversight

It is incumbent on all grantees to have the proper monitoring and oversight controls in place for its contractors and subcontractors. This includes, but is not limited to:

- Reviewing invoices;
- Ensuring contractors and subcontractors are not federally debarred;
- Requiring that all rules and regulations are followed and complied with; and
- Providing project management of the projects to ensure timelines and milestones are being met.

### Public Record

Any information affiliated with the solicitation for the State of Tennessee's BRAG funds, including information submitted by applicants, may be considered public record (other than what is not public record due to homeland security) and will be subject to disclosure to the public as required by Tennessee law. By applying for a grant,



## Application Summary

applicants agree to allow the use of the applicant and project information as provided in the application and grant documents to be published or distributed in various print or electronic media publications.

The application is also subject to the State of Tennessee's applicable laws governing the public disclosure of personally identifiable information, which are set forth in the Tennessee Code Annotated section 10-7-504(a)(29). Pursuant to Tennessee Code Annotated section 10-7- 503(a)(5), "information made confidential by State law shall be redacted whenever possible, and the redacted record shall be made available for inspection and copying."

### Certification

At its sole discretion, TDEC reserves the right not to award funds to applicants that:

- Fail to submit a complete application;
- Exhibit poor performance in complying with the expectations and requirements of previous grant or loan contracts with the State of Tennessee; or
- Have regulatory or programmatic compliance issues with the State of Tennessee (e.g., is in significant non-compliance with current regulations).

The above list is not exhaustive, and TDEC may elect not to award funds for other reasons deemed by TDEC to be necessarily disqualifying in order to uphold the integrity of the BRAG program.

The applicant shall certify that:

- The applicant understands that the elements of Title VI compliance correspond to requirements for Title VI as provided for in 42 U.S.C. § 2000(d) and in Tennessee Code Annotated section 4-21-904, and the applicant has either adopted and implemented these elements of compliance or has agreed to adopt and implement TDEC's compliance resources as its own;
- The applicant understands that the applicant's eligibility for funding is contingent upon its satisfaction of and adherence to the requirements of Title VI, as well as the satisfaction of and adherence of any contractor or subcontractor associated with the project as required by law;
- The applicant has successfully submitted and received notification of completion for its annual Title VI Compliance Application;
- The applicant understands that if the applicant is awarded a grant by TDEC, the applicant will need to show evidence of completion of Title VI training if TDEC requests;
- The applicant has read and understands the reporting requirements, and the applicant agrees that it will comply with these requirements;
- All vendors will be selected in accordance with state public contracting laws under Tennessee Code Annotated Title 4, Chapter 56; Title 12, Chapter 3; and Title 12, Chapter 4;
- The applicant, along with the officers, directors, owners, partners, employees, or agents of the applicant organization, is (are) not presently debarred, suspended, proposed for debarment, or declared ineligible for an award by any State or Federal agency; and
- The site(s) included in the application are enrolled in VOAP or will enroll in VOAP within thirty days of an executed and signed contract.

### Selection Criteria

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## Proposal Review

TDEC will assemble a panel of subject matter experts to review all complete and eligible grant applications, including supporting documentation. The review panel will rank applications according to the selection criteria identified in this grant manual. Identification, investigation, and remediation grants will have different selection criteria. Applications within a given project type will be ranked relative to other proposals within that same project type. TDEC will not begin reviewing applications until the application solicitation is closed and all applications are received. Applications will be evaluated on the data provided; therefore, complete applications are essential. Each grant applicant is responsible for submitting all relevant and factual information with the application.

The assessing panel will recommend funding proposals based on the evaluation of the scoring criteria, using the top-scored proposals up to the funding maximum. TDEC may in its sole discretion consider feasibility of project completion and diversity of project types, applicants, and geographic distribution in making final funding recommendations. TDEC may in its sole discretion award fewer grants than the authorized funding level. Applications may be partially funded based on a revised scope and budget agreed upon by the applicant(s) and TDEC. Final funding decisions will be approved by TDEC leadership and published online. Funding decisions are final at time of award announcement and publication.

Entities with applications that were not selected for award may request feedback on their application by submitting a written request to the Division of Remediation at [TDEC.Brownfields@tn.gov](mailto:TDEC.Brownfields@tn.gov) within ten days of award announcements. Following written request, TDEC will provide additional details regarding the grant application to the entity. TDEC may provide these additional details in writing or in a meeting.

## Selection Criteria

Applications will be reviewed and ranked to identify which proposals are funded. Within each row (section) of the scoring rubric, a proposal will receive a score ranking from zero to the maximum points available, using whole numbers. Proposals with the highest total points at the end of scoring will be considered for funding. Proposals that submitted information for multiple sites will have each site individually ranked according to the scoring criteria below. The following is the selection criteria for investigation grants:

[Download Selection Criteria](#)

## Resources and Contact

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## Application Summary

### For Reference:

[Definitions](#)

[TDEC Brownfield Grants and Resource](#)

[TDEC Brownfield Voluntary Cleanup Oversight and Assistance Program \(VOAP\)](#)

[TDEC Brownfield VOAP Fee Structure](#)

[Tennessee Jobs Tax Credit Enhancement County Map](#)

### Program Contact:

Please email [TDEC.Brownfields@tn.gov](mailto:TDEC.Brownfields@tn.gov) for technical questions throughout the application and award process. All other communications (regular mail, express mail, electronic mail), concerning this application and award process must be addressed to:

Tennessee Department of Environment and Conservation  
Division of Remediation  
Brownfield Area Redevelopment Grant Program  
William R. Snodgrass Tennessee Tower  
312 Rosa L. Parks Avenue, 14th Floor  
Nashville, TN 37243  
[TDEC.Brownfields@tn.gov](mailto:TDEC.Brownfields@tn.gov)

Grant applications will only be accepted through the Grants Management System (GMS). Grant applications will not be accepted through regular mail, express mail, or electronic mail. Applicants may communicate with TDEC via the email identified above to ask clarifying questions about the BRAG program. As a competitive grant opportunity, applicants should understand that TDEC staff cannot give advice on specific applications or projects and must maintain a fair and impartial process.

Following the close of the application period, all communications concerning this application and award process can be completed through the Grants Management System (GMS).

## Post Award

---

**Post Award Information** **NOTE: These requirements must be fulfilled ONLY IF the application has been approved.**

### Activities

The following is a list of allowable actions under an investigation grant. Other expenses may be allowable but would require prior approval by TDEC.

1. Preparing a Phase I and Phase II Environmental Site Assessment(s) document(s).
2. Preparing an Analysis of Brownfields Cleanup Alternatives (ABCA).
3. Site assessment and characterization of the project site.
4. Development of a corrective action plan, for example, a soil management plan.
5. Development of a groundwater corrective action system.
6. Program enrollment and oversight costs under VOAP

### Deliverables

Grantees are responsible for accomplishing and submitting deliverables to TDEC as follows:

1. Within 30 days of an executed contract, the grantee must enroll the site(s) in VOAP and submit enrollment verification via GMS.
2. The grantee must provide the Phase I Environmental Site Assessment(s) document(s) to the assigned VOAP Project Manager.
3. If conducting a Phase II, the grantee must provide the Phase II Environmental Site Assessment(s) document(s) including documentation such as field notes, photos, boring logs, laboratory reports, tables, figures, etc., as appropriate.
4. The grantee must provide any other reports, laboratory data, or other project documentation developed utilizing grant funds.

Grantees may contract services to complete the items listed in the deliverables section. No more than 5% of the grant budget may be used toward administrative purposes.

### Reporting Requirements

Quarterly, grantees must submit a status report to TDEC, including all project progress, deliverables met (including final environmental reports), and a budget expenditures-to-date analysis. Grantees will also be required to complete and submit a final report at the end of the contract term. Grantees should include documentation of any activities occurring during that quarter as a part of this report.

### Additional Criteria

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TDEC may consider additional factors in funding decisions including, but not limited to, the list below. For additional 20 priority points, please explain the extent to which these additional factors apply to your application. (maximum 300 words, each)

1. Whether the population of the town/city of the site is 10,000 or less.
2. Public interest or community support for the reuse of the property.

Metropolitan Nashville (Metro), the seat of Davidson County and state capitol of Tennessee, is one of the fastest growing cities in the U.S. Spanning 526 square miles and home to nearly 690,000 residents, the area is known for its technology, healthcare, music, and tourism industries. Rapid, recent growth of the city has resulted in many opportunities for some, but has also amplified gentrification, housing unaffordability, and environmental injustice.

Recent surveys and community input have indicated strong community interest in redeveloping the East Bank, which includes 130 acres of Metro-owned property within a new Central Waterfront neighborhood. The Imagine East Bank vision plan (Imagine East Bank) was produced by the Metropolitan Planning Department over the course of 18 months and involved 20 public meetings, over 800 participants, over 1,000 email subscribers, and over 1,500 survey responses. The plan notes that community members most often used the term “underutilized” when asked to describe the area’s existing state. Other themes emerging from the plan include the existing presence of mobility challenges and environmental concerns with the river, such as pollution and flooding. The plan directly addresses these concerns and was adopted by the Metro Planning Commission in October 2022 (attached).

The East Bank Park and Greenway Environmental Investigation directly advances the community vision established in Imagine East Bank (see pages 83-98). The East Bank Park and Greenway are fundamental to the success of overall redevelopment vision, which is strongly supported by the community, as evidenced by Imagine East Bank community input and the unanimous adoption of the vision plan (see pages 34-45). Key elements of the redevelopment plan include creating an activated public gathering space on the banks of the Cumberland River and using performative landscapes to manage stormwater and mitigate flooding, which directly respond to community direction the East Bank redevelopment.

**Select\_East\_Bank\_Park\_Concepts\_\_Imagery\_from\_Imagine\_East\_Bank.pdf**

1.1 MB - 04/12/2024 11:25 AM

Total Files: 1

## Title VI Compliance

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## Application Summary

The Title VI Compliance Application is a separate application that is completed by the applicant to provide your organizations Pre-Audit Survey responses. Please note, this is not ONLY the Title VI Training and Certification.

This application will only need to be completed once per year when you wish to receive funds. Also, this application will automatically go back into Draft Status to be resubmitted 9 months after it has been marked complete.

### TDEC TITLE VI STATEMENT

All Grantees will be required to affirm the following statement as part of the grant contract: The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Grantee shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

Please confirm that the Applicant Organization has completed the Title VI Compliance application within the last calendar year.

Yes

Specify completion date of most recent Title VI application.

10/29/2023

## General Information

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### Organization Profile

**Organization:** Metropolitan Government of Nashville and Davidson County

**Type:** County Government

**Primary Contact:** Freddie O'Connell

**Address:** 100 Metro Courthouse, Nashville, TN 37201

**Address Two:**

**Email:** mayor@nashville.gov

**Phone:** (615) 862-6000

**Website:** <https://www.nashville.gov/>

Have you registered in Supplier Maintenance and received your Supplier ID?

You can view Supplier Maintenance [here](#).

- Yes
- No
- I'm Not Sure





# Application Summary

## Fiscal Year End Date

When day of the year does your organization's Fiscal Year end?

## Application completed by

**Name:** Ruby Wells

**Personal Address:** 500 7th Avenue 15th fl, New York, NY 10018

**Personal Address Two:**

**Personal Email:** ruby.wells@hdrinc.com

**Personal Phone:** 7187721615

Please specify which county the project will be primarily located:

Davidson

## Grant Contact

If funded, this is the individual responsible for proposal implementation and grant contract compliance (e.g., oversight of procurement, adherence to reporting requirements, etc.)

**Title or Position:** Tim Netsch, Metro Board of Parks and Recreation, Assistant Director

**Phone:** (615) 479-8881

**Email:** tim.netsch@nashville.gov

**Mailing Address:** PO Box 196300

**City:** Nashville

**State:** Tennessee

**Zip:** 37219

## Proprietary Information



# Application Summary

## County(ies) Served

Select all that apply

Ander son	Carter	David son	Giles	Hawki ns	Johns on	Madison	Moore	Roane	Sullivan	Wayne
Bedfo rd	Cheath am	Decat ur	Graing er	Haywo od	Knox	Marion	Morg an	Robert son	Sumner	Weakl ey
Benton	Chester	Dekalb	Greene	Hender son	Lake	Marshall	Obion	Ruther ford	Tipton	White
Bleds oe	Claibor ne	Dicks on	Grundy	Henry	Lauder dale	Maury	Overt on	Scott	Trousd ale	Willia mson
Blount	Clay	Dyer	Hambl en	Hickm an	Lawre nce	McMinn	Perry	Sequat chie	Unicoi	Wilson
Bradl ey	Cocke	Fayet te	Hamilt on	Houston	Lewis	McNairy	Picke tt	Sevier	Union	
Camp bell	Coffee	Fentr ess	Hanco ck	Hump hreys	Lincoln	Meigs	Polk	Shelby	Van Buren	
Cann on	Crockett	Frank lin	Harde man	Jackson	Loudon	Monroe	Putn am	Smith	Warren	
Carroll	Cumber land	Gibson	Hardin	Jeffers on	Macon	Montgo mery	Rhea	Stewart	Washin gton	

## Population Served

Population (from the 2020 U.S. Census Results for the municipal boundary in which the project activities will occur).

689447

## Federal Employer Identification Number (FEIN)

62-0694743

## Budget and Attachments

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# Application Summary

## Budget Worksheet

Policy 03 Object Line-item reference	Expense Object Line-item Category (1)	Grant Contract	Grantee Match	Total Project
Enter Match % Requirement:	0%			
1.2	Salaries, Benefits & Taxes	\$0.00	\$0.00	\$0.00
4, 15	Professional Fee, Grant and Award (2)	\$95,000.00	\$0.00	\$95,000.00
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage and Shipping, Occupancy, Equipment, Rental and Maintenance, Printing and Publications	\$0.00	\$0.00	\$0.00
11, 12	Travel, Conferences and Meetings	\$0.00	\$0.00	\$0.00
13	Interest (2)	\$0.00	\$0.00	\$0.00
14	Insurance	\$0.00	\$0.00	\$0.00
16	Specific Assistance To Individuals	\$0.00	\$0.00	\$0.00
17	Depreciation (2)	\$0.00	\$0.00	\$0.00
18	Other Non-Personnel (2)	\$0.00	\$0.00	\$0.00
20	Capital Purchase (2)	\$0.00	\$0.00	\$0.00
22	Indirect Cost	\$4,750.00	\$0.00	\$4,750.00
24	In-Kind Expense	\$0.00	\$0.00	\$0.00
<b>25</b>	<b>Grant Total</b>	<b>\$99,750.00</b>	<b>\$0.00</b>	<b>\$99,750.00</b>

## Budget Line Item Details Budget Line Item Detail

Professional Fee, Grant and Award	Amount
Drilling Contractor	\$45,980.00
Analytical Laboratory	\$9,100.00
Geotechnical Laboratory	\$8,140.00
Field Materials, Expenses, and Equipment	\$3,170.00
Environmental Professional	\$28,610.00
	\$0.00
	\$0.00
	\$0.00



# Application Summary

	\$0.00
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\$95,000.00

Interest	Amount
	\$0.00
	\$0.00
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\$0.00

Depreciation	Amount
	\$0.00
	\$0.00
	\$0.00





# Application Summary

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\$0.00

Salaries, Benefits and Taxes	Amount
	\$0.00
	\$0.00
	\$0.00
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	\$0.00
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	\$0.00
	\$0.00
	\$0.00
	\$0.00

\$0.00

Travel, Conferences	Amount
	\$0.00
	\$0.00









## Partner Information

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### Partner Information

Application ID	Organization	Contact Name
2024-11080	Metropolitan Government of Nashville and Davidson County	
2024-11080	Metropolitan Government of Nashville and Davidson County	
2024-11080	Metropolitan Government of Nashville and Davidson County	
2024-11080	Metropolitan Government of Nashville and Davidson County	
2024-11080	Metropolitan Government of Nashville and Davidson County	
2024-11080	Metropolitan Government of Nashville and Davidson County	

1-6 of 6

## Project Information

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## General Proposal Information

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# Application Summary

## Project Address(es)

1-6 of 6

Application ID	Organization	Project Title	Street Address	State	Zip	County	County Tier
2024-11080	Metropolitan Government of Nashville and Davidson County	East Bank Park and Greenway Environmental Investigation (Parcel 9302010600)	2 Titans Way	Tennessee	37213	Davidson	Tier 1
2024-11080	Metropolitan Government of Nashville and Davidson County	East Bank Park and Greenway Environmental Investigation (Parcel 9307002200)	2 Victory Ave	Tennessee	37213	Davidson	Tier 1
2024-11080	Metropolitan Government of Nashville and Davidson County	East Bank Park and Greenway Environmental Investigation (Parcel 9307005400)	0 Shelby Avenue	Tennessee	37213	Davidson	Tier 1
2024-11080	Metropolitan Government of Nashville and Davidson County	East Bank Park and Greenway Environmental Investigation (ROW))	ROW, southern portion of Investigation Area	Tennessee	37213	Davidson	Tier 1
2024-11080	Metropolitan Government of Nashville and Davidson County	East Bank Park and Greenway Environmental Investigation (Parcel 9302006700)	4 Main Street	Tennessee	37213	Davidson	Tier 1
2024-11080	Metropolitan Government of Nashville and Davidson County	East Bank Park and Greenway Environmental Investigation (Parcel 9303006600)	1 Titans Way	Tennessee	37213	Davidson	Tier 1

## Grant Funding Requested

As an Investigation Grant applicant, you may ask for no more than \$100,000.00. Any amount exceeding this threshold will be automatically rejected.

\$99,750.00

## VOAP Acknowledgement

I agree to enroll in and adhere to the VOAP Schedule of Fees

## Certification



## Application Summary

The applicant shall certify that:

- The applicant understands that the elements of Title VI compliance correspond to requirements for Title VI as provided for in 42 U.S.C. § 2000(d) and in Tennessee Code Annotated section 4-21-904, and applicant has either adopted and implemented these elements of compliance or has agreed to adopt and implement TDEC's compliance resources as its own;
- The applicant understands that the applicant's eligibility for funding is contingent upon its satisfaction of and adherence to the requirements of Title VI, as well as any contractor or subcontractor associated with the project as required by law;
- The applicant has successfully submitted and received notification of completion for its annual Title VI Compliance Application;
- The applicant understands that if the applicant is awarded a grant by TDEC, the applicant will need to show evidence of completion of Title VI training when requested by TDEC;
- The applicant has read and understands the reporting requirements and that the applicant will comply with these requirements;
- All vendors will be selected in accordance with state public contracting laws under Tennessee Code Annotated Title 4, Chapter 56; Title 12, Chapter 3; and Title 12, Chapter 4; and
- The applicant, along with the officers, directors, owners, partners, employees, or agents of the applicant organization, is (are) not presently debarred, suspended, proposed for debarment, or declared ineligible for an award by any State or Federal agency.
- The site(s) included in the application are enrolled in VOAP or will enroll in VOAP within 30 days of an executed and signed contract.

I hereby certify that the above is accurate

Name

Tim Netsch

Date

04/26/2024

### Authorized Signatory

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**The current approved signatory for Metropolitan Government of Nashville and Davidson County and all things related to this grant is **Freddie O'Connell**.**

**If the individual listed above is no longer with the organization, please reach out to [TDEC.Grants@tn.gov](mailto:TDEC.Grants@tn.gov) with the new information.**



# Application Summary

Please select the correct response below

- I agree that the above regarding the approved signatory is correct.
- The above information is not correct. I will send the correct information to TDEC.Grants@tn.gov to get the organization primary contact updated.
- The above information is not correct, additional signers are needed. I will upload the additional signer information below.

If the Awarded Local Government will be allowing individuals other than the principal executive officer or ranking elected official (i.e. mayor or utility director) to sign off on contract related items, the below information must be provided for each individual. An Authorization Letter from the principal executive officer or ranking elected official specifying individual(s) listed in the grant proposal have the authority to sign in place of the principal executive officer or ranking elected official must be uploaded below.

Printed Name	Title	Phone	Date Signed	Email	Name of Person Granting Authorization to Certify

If you have signatory authority from the principal executive officer or ranking elected official, please fill out the information fields above and upload proof of signatory authority on grant applicant letterhead or another form of official executed documentation.

## Self Debarment Verification

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## Application Summary

Please verify that your organization is not on the federal debarment list.

The Awarded Organization is required to check the debarment status of their organization by using the SAMS website prior to making a recommendation of award, purchasing of goods, or securing of services to meet grant requirements and to insure any and/or all funds associated with the grant project will be eligible for reimbursement. Grant reimbursements will not be processed if the debarment status verification have not been completed.

*NOTE: If active exclusions and/or delinquent federal debt are shown, the organization cannot receive a grant contract or grant funds. If no active exclusion and no delinquent federal debt are shown, the awarded organization may receive grant funds as long as all other grant policies and procedures are followed.*

Search for your organization to confirm that you are not on the Debarment List by going to [System for Award Management \(SAM\)](#)

Click "SEARCH RECORDS" tab.

In the search bars type in the Entity name or using an exclusion search term, Duns & Bradstreet number (DUNS) and/or the Entity Commercial and Government Entity (CAGE) code. You can only use one search bar at a time to search for records. Individuals are not assigned a DUNS number or CAGE code. When checking for a debarred individual, conduct the search by typing the name in the top bar.

Click "SEARCH" to retrieve a list of results. Entities with "Exclusion" listed in purple are currently debarred, while those labeled "Entity" in green do not have exclusions. In the right upper corner of the webpage, use the "Save PDF" option and upload a summary of search results.

Upload Debarment Status Verification

**Even if there are no search results, you still must upload a pdf showing your search results.**

**EntityInformation\_20240418-113516.pdf**

36.4 KB - 04/18/2024 1:47 PM

Total Files: 1

What name was searched?

Unique Entity ID LGZLHP6ZHM55

Please complete the below certification information

I certify to the best of my knowledge and belief that the data above is correct and I have searched my organization in the SAM system.

Name of person who searched the SAM system

Tim Netsch



# Application Summary

Date  
04/18/2024

## Contract

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**Maximum Liability Amount:** \$ **Original Maximum Liability Amount:**  
9  
9,  
7  
5  
0.  
00

Maximum Liability - Written Dollar Amount

Example: Nine Thousand One Hundred Dollars

Project Scope of Services Phase II

Ninety Nine Thousand Seven Hundred Fifty Dollars

## Pre-Executed Contract

---

Does this award fall under a Delegated Grant Authority (DGA) contract?  
No

Select one of the following Recipient

**Agency Tracking Number:**

**Contract Number:**

**Edison ID:**

**Contractor Legal Entity Name:** METROPOLITAN GOVT OF NASHVILLE & DAVIDSO

**Edison Supplier ID:** 0000000004

**Speed Chart:**



# Application Summary

**CFDA Number:**

**Date Sent to TDEC** 11/14/2024  
**Contracts for Review:**

**Date contract sent to  
grantee for signature:**

**Grantee Contract Signature  
Received Date:**

## Executed Contract

---

**6 Months Left Date (180  
Days):**

## Amendments

---

Amendment Number (Written Out)

Numerical Number

Amendment Purpose and Effect

Amendment Increase or Decrease Amount (\$)

**Date Amendment  
Requested:**

**Approved and Sent to  
Grantee:**

**Amendment Returned Date:**

**Amendment Executed  
Date:**

Executed Amendment Upload



# Application Summary

## Extensions

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**Date Extension Requested:**

**Extension Approved and  
Sent to Grantee:**

**Extension Returned Date:**

**Extension to DFS Date:**

**Extension Execution Date:**

Executed Extension Upload

General Correspondence

**19804\_VOAP\_Acceptance\_01\_04\_2024.pdf**

7.3 MB - 04/18/2024 9:26 AM

Total Files: 1

General Correspondence Comments

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Signature

---

Date





# NASHVILLE & DAVIDSON COUNTY, METROPOLITAN GOVERNMENT OF

Unique Entity ID <b>LGZLHP6ZHM55</b>	CAGE / NCAGE <b>3QKW8</b>	Purpose of Registration <b>All Awards</b>
Registration Status <b>Active Registration</b>	Expiration Date <b>Jan 2, 2025</b>	
Physical Address <b>1 Public SQ Nashville, Tennessee 37201-5007 United States</b>	Mailing Address <b>P.O. Box 196300 Nashville, Tennessee 37219-6300 United States</b>	

## Business Information

Doing Business as <b>(blank)</b>	Division Name <b>(blank)</b>	Division Number <b>(blank)</b>
Congressional District <b>Tennessee 07</b>	State / Country of Incorporation <b>(blank) / (blank)</b>	URL <b>http://www.nashville.gov/</b>

## Registration Dates

Activation Date <b>Jan 5, 2024</b>	Submission Date <b>Jan 3, 2024</b>	Initial Registration Date <b>Feb 3, 2004</b>
---------------------------------------	---------------------------------------	---

## Entity Dates

Entity Start Date <b>Apr 1, 1963</b>	Fiscal Year End Close Date <b>Jun 30</b>
---	---

## Immediate Owner

CAGE <b>(blank)</b>	Legal Business Name <b>(blank)</b>
------------------------	---------------------------------------

## Highest Level Owner

CAGE <b>(blank)</b>	Legal Business Name <b>(blank)</b>
------------------------	---------------------------------------

## Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

## Proceedings Questions

Registrants in the System for Award Management (SAM.gov) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2. C.F.R. 200 Appendix XII. Their responses are displayed in the responsibility/qualification section of SAM.gov. Maintaining an active registration in SAM.gov demonstrates the registrant responded to the proceedings questions.

## Exclusion Summary

Active Exclusions Records?

No

## SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

## Entity Types

Business Types		
Entity Structure <b>U.S. Government Entity</b>	Entity Type <b>US Local Government</b>	Organization Factors <b>(blank)</b>

DocuSign Envelope ID: 915881EE-869F-452B-A1A1-E73588C74AAF

Profit Structure  
(blank)

### Socio-Economic Types

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

### Government Types

U.S. Local Government

County

City

Other Government Entities

Interstate Entity

Housing Authorities Public/Tribal

Planning Commission

Port Authority

Airport Authority

Transit Authority

Council of Governments

### Financial Information

Accepts Credit Card Payments

Yes

Debt Subject To Offset

No

EFT Indicator

0000

CAGE Code

3QKW8

### Points of Contact

#### Electronic Business



Vaughn Wilson

**Metro Finance Department**  
**700 2ND President Ronald Reagan WAY, STE. 201**  
**Nashville, Tennessee 37210**  
**United States**

Vaughn A Wilson

Metro Finance Department  
700 2ND Avenue SOUTH, STE 201  
Nashville, Tennessee 37209  
United States

#### Government Business



Vaughn Wilson

**Metro Finance Department**  
**700 2ND President Ronald Reagan WAY, STE. 201**  
**Nashville, Tennessee 37210**  
**United States**

VAUGHN WILSON

Metro Finance Department  
700 2ND Avenue SOUTH, STE 201  
Nashville, Tennessee 37210  
United States

### Service Classifications

#### NAICS Codes

Primary

Yes

NAICS Codes

237310

NAICS Title

Highway, Street, And Bridge Construction

### Disaster Response

This entity does not appear in the disaster response registry.

**GRANT CONTRACT BETWEEN TENNESSEE DEPARTMENT OF ENVIRONMENT & CONSERVATION  
AND THE METROPOLITAN GOVERNMENT OF NASHVILLE & DAVIDSON COUNTY**

**BROWNFIELD REDEVELOPMENT AREA GRANT**

**ATTACHMENT C**

The project will consist of soil boring and sampling, laboratory analysis for hazardous materials and geotechnical characteristics, and the production of a final report.

**Proposed Activity by Parcel**

- Parcel ID: 09303006600, 1 TITANS WAY (4 borings proposed)
- Parcel ID: 09302010600, 2 TITANS WAY (5 borings proposed)
- Parcel ID: 09302006700, 4 MAIN ST (3 borings proposed)
- Parcel ID: 09307002200, 2 VICTORY AVE (3 borings proposed)
- Parcel ID: 09307005400, 0 SHELBY AVE ( 3 borings proposed)
- RIGHT OF WAY (2 borings proposed)

**Proposed Preliminary Project Schedule**

- Jan 1 – March 31, 2025: Contractor procurement
- April 1, 2025 – Mobilization of Phase 2 ESA site investigations (borings, soil sampling)
- July 1, 2025 – Completion of Phase 2 ESA site investigations
- July 21, 2025 – Completion of laboratory analysis
- July 1 – October 1, 2025 – Completion of report summarizing field methods and results of laboratory analysis\*

\* Based on Phase 2 findings, additional assessment or environmental due diligence may be necessary to address unknown issues for future redevelopment plans.

## Certificate Of Completion

Envelope Id: 915881EE869F452BA1A1E73588C74AAF

Status: Completed

Subject: Complete with Docusign: Planning-Brownfields Redevelopment Area Grant (BRAG)24-25 Ready.pdf, Br...

Source Envelope:

Document Pages: 52

Signatures: 4

Envelope Originator:

Certificate Pages: 15

Initials: 1

Juanita Paulson

AutoNav: Enabled

730 2nd Ave. South 1st Floor

Envelopeld Stamping: Enabled

Nashville, TN 37219

Time Zone: (UTC-06:00) Central Time (US & Canada)

Juanita.Paulsen@nashville.gov

IP Address: 170.190.198.191

## Record Tracking

Status: Original

Holder: Juanita Paulson

Location: DocuSign

11/21/2024 12:20:27 PM

Juanita.Paulsen@nashville.gov

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: Metropolitan Government of Nashville and Davidson County

Location: DocuSign

## Signer Events

### Signature

### Timestamp

Alla Cross

Alla.Cross@nashville.gov

Security Level: Email, Account Authentication (None)

Sent: 11/21/2024 12:46:40 PM

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### Electronic Record and Signature Disclosure:

Accepted: 11/21/2024 1:18:11 PM

ID: d5810e11-98dd-4edc-9b2e-16e238dd965a

Aaron Pratt

Aaron.Pratt@nashville.gov

Security Level: Email, Account Authentication (None)

Sent: 11/21/2024 1:18:26 PM

Viewed: 11/21/2024 4:25:13 PM

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### Electronic Record and Signature Disclosure:

Accepted: 11/21/2024 4:25:13 PM

ID: 00b0cba1-3a0b-4bd7-a562-57de3a8bc74b

Kevin Crumbo/mjw

maryjo.wiggins@nashville.gov

Security Level: Email, Account Authentication (None)

Sent: 11/21/2024 4:25:30 PM

Viewed: 11/22/2024 12:10:40 PM

Signed: 11/22/2024 2:57:34 PM

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### Electronic Record and Signature Disclosure:

Accepted: 11/22/2024 2:57:02 PM

ID: b1109872-b044-45fa-912e-9805e2b973b6

Balogun Cobb

balogun.cobb@nashville.gov

Insurance Division Manager

Security Level: Email, Account Authentication (None)

Sent: 11/22/2024 2:57:38 PM

Viewed: 11/22/2024 3:00:02 PM

Signed: 11/22/2024 3:00:10 PM

Signature Adoption: Pre-selected Style

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### Electronic Record and Signature Disclosure:

Signer Events	Signature	Timestamp
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ID: 3f709978-354a-4535-920e-3297d65a330e

Courtney Mohan  
Courtney.Mohan@nashville.gov  
Security Level: Email, Account Authentication (None)

*Courtney Mohan*

Sent: 11/22/2024 3:00:13 PM  
Viewed: 11/25/2024 1:17:06 PM  
Signed: 11/25/2024 1:25:45 PM

Signature Adoption: Pre-selected Style  
Using IP Address: 170.190.198.144

**Electronic Record and Signature Disclosure:**

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ID: 9c97195e-7a48-4402-a64a-5ea3a96a3f6a

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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Danielle Godin  
Danielle.Godin@nashville.gov  
Security Level: Email, Account Authentication (None)

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**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Sally Palmer  
sally.palmer@nashville.gov  
Security Level: Email, Account Authentication (None)

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Sent: 11/25/2024 1:25:50 PM

**Electronic Record and Signature Disclosure:**

Accepted: 11/25/2024 8:27:52 AM  
ID: 1c4985da-0dec-4f04-a8c7-820fbc7a73bb

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Certified Delivered	Security Checked	11/25/2024 1:17:06 PM
Signing Complete	Security Checked	11/25/2024 1:25:45 PM
Completed	Security Checked	11/25/2024 1:25:50 PM

Payment Events	Status	Timestamps
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**Electronic Record and Signature Disclosure**