

OHIO DEPARTMENT OF DEVELOPMENT
BROWNFIELD REMEDIATION PROGRAM
PARTICIPATION FEE AGREEMENT

THIS AGREEMENT is entered into by and between, the Summit County Land Reutilization Corporation (“SCLRC”) and _____ (“Subrecipient”), hereinafter collectively, the “Parties,” in connection with a certain Subrecipient Agreement entered into by, and between, the Parties, a copy of which is attached hereto as Exhibit A and incorporated by reference herein, and is effective as of the date when this Agreement becomes fully executed by all Parties hereto.

WHEREAS, Subrecipient has submitted a project to SCLRC (the “Project”) for consideration and further submission to the Ohio Department of Development (“ODOD”) for the Brownfield Remediation Program (the “Program”); and

WHEREAS, Subrecipient is a corporation for-profit and/or the award of any Program funds will be a direct benefit to a corporation for-profit; and

WHEREAS, SCLRC desires to assist, or has assisted, Subrecipient with the review and submission of their Project to SCLRC, providing technical assistance and support where necessary; and

WHEREAS, the Parties have entered into a Subrecipient Agreement, referenced above, to undertake brownfield remedial projects pursuant to the Program, as may be approved by ODOD; and

WHEREAS, pursuant to said Subrecipient Agreement, SCLRC is responsible for the general administration of the Program and desires to further provide technical assistance and support, as may be necessary and/or requested by Subrecipient, and to monitor, review, process, and allocate funds to Subrecipient upon the submission of any reimbursement requests by Subrecipient to SCLRC, pursuant to the Subrecipient Agreement; and

WHEREAS, regardless of the status of any nuisance or condemnation action, or the noncompliance or nonconformity of any property included in the Project with respect to any zoning regulations, land use restrictions, or building, health, zoning, fire, or other safety codes, and in lieu of SCLRC seeking the same and/or placing liens on any Project property subsequent to the same, as may be authorized by the Program and/or Ohio law, and in return for any of the aforementioned administrative and/or technical assistance and support, the parties desire to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants expressed herein, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. SCLRC is entitled to a one-time participation fee (the “Fee”) in the amount of 2% of the total awarded Program Funds as defined in the aforementioned Subrecipient Agreement.
2. The Fee is additional to any fees or costs Subrecipient is required to pay to SCLRC pursuant to the Subrecipient Agreement and/or the Program.
3. The Fee is due and payable to the SCLRC upon the notice of any award of Program Funds by ODOD, pursuant to the Program. Subrecipient may pay the Fee, in full, upon the notice of any such award,

or may elect to pay the Fee by requesting SLRC withhold the Fee from any future reimbursement of Program Funds made to Subrecipient, pursuant to the Program, which may be split equally between no more than, and up to, the first three reimbursement requests submitted by Subrecipient to SCLRC.

4. If Subrecipient fails to pay the Fee in full to SCLRC after reasonable notice and opportunity to cure any deficiencies, SCLRC reserves the right to impose a lien on the propert(ies) subject to the Subrecipient Agreement, terminate the Subrecipient Agreement, request rescission of the Program award to ODOD for non-compliance, or take any other steps in law or at equity to enforce the provisions of this Agreement.
5. Nothing in this Agreement is to be construed as modifying, changing, or amending any provisions of the aforementioned Subrecipient Agreement. To the extent the provisions herein are not inconsistent with those contained in the Subrecipient Agreement, this Agreement and the Subrecipient Agreement shall be read together.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

SUBRECIPIENT: _____

Summit County Land
Reutilization Corporation

By: _____

By: _____

Name: _____

Name: Patrick Bravo

Title: _____

Title: Executive Director

Address: _____

Address: 400 South Portage Path

Akron, OH 44320

Date: _____

Date: _____