**Section 740.210 Contents of Application and Agreement**

a) The Application shall, at a minimum, contain the following information:

1) The full legal name, address, and telephone number of the RA, the remediation site owner, if different from the RA, and any authorized agents acting on behalf of the RA or remediation site owner, and any contact persons to whom inquiries and correspondence must be addressed;

2) The original signature of the RA or of the authorized agent acting on behalf of the RA;

3) For applicants other than the remediation site owner, written permission from the owner, or the authorized agent of the owner, for conducting investigative and remedial activities:

A) Where the remediation site extends across property boundaries, written permission must be obtained from the owner of each affected property;

B) The written permission shall clearly identify the remediation site for which services are sought;

C) The written permission shall contain the original signature of the owner; and

D) Where the RA is authorized by law to act on behalf of the owner of the remediation site, the RA shall provide written documentation of that authority;

4) The remediation site address, site name, the Illinois inventory identification number, if assigned, and the approximate size of the remediation site in acres;

5) A statement of the nature of the No Further Remediation Letter requested:

A) The statement shall indicate whether the RA is requesting a No Further Remediation Letter under Section 58.10 of the Act for:

i) A limited number of recognized environmental conditions and related contaminants of concern as specified by the RA and identified by a focused site investigation under Section 740.430 of this Part; or

ii) All recognized environmental conditions and related contaminants of concern for the remediation site as identified by a comprehensive site investigation under Section 740.420 of this Part; or

B) The statement shall indicate whether the RA is requesting a release under Section 4(y) of the Act;

6) A statement identifying the recognized environmental conditions and related contaminants of concern for which the RA is seeking the No Further Remediation Letter as follows:

A) If the RA is requesting a No Further Remediation Letter under subsection (a)(5)(A)(i) above, the RA shall specify, to the extent reasonably possible, the limited recognized environmental conditions to be addressed, including the related contaminants of concern; or

B) If the RA is requesting a No Further Remediation Letter under subsection (a)(5)(A)(ii) above, the RA shall generally state that all recognized environmental conditions and related contaminants of concern identified by the comprehensive site investigation to be conducted under Section 740.420 of this Part shall be addressed;

7) Site base map(s) of sufficient detail and accuracy to show all of the following:

A) A distance of at least 1,000 feet around the remediation site at a scale no smaller than one inch equal to 200 feet;

B) Map scale, north arrow orientation, date, and location of the site with respect to township, range and section;

C) Remediation site boundary lines, with the owners of property adjacent to the remediation site clearly indicated, if reasonably identifiable; and

D) Surrounding land uses (e.g., residential property, industrial/commercial property, agricultural property, and conservation property);

8) Identification of the following:

A) Any support services being sought from the Agency in addition to the review and evaluation services; and

B) Anticipated schedule;

9) A statement of the current use of the remediation site and of post-remediation uses;

10) A list of all Agency permits pertaining to the remediation site currently held by the owner and operator;

11) The Federal Employer Identification Number (FEIN) or Social Security Number (SSN) of the RA; and

12) The signature of the RA certifying the accuracy and completeness of the application.

b) The Agreement may include the conditions set forth in subsection (c), as well as any additional support services to be provided by the Agency, as set forth in subsection (d) and as may be requested by the RA, and any terms and conditions necessary to accomplish those services.

c) *Except for sites excluded* under Section 740.105 or 740.215 of this Part, *the Agency shall, subject to available resources, agree to provide review and evaluation services for activities carried out pursuant to this* Part *for which the RA requested the services* in writing. As a condition for providing services, *the Agency may require that the RA for a* remediation *site*:

1) *Conform with the procedures of* the Act and this Part;

2) *Allow for or otherwise arrange* remediation *site visits or other* remediation *site evaluation by the Agency when so requested*;

3) *Agree to perform the* Remedial Action *Plan as approved under this* Part;

4) *Agree to pay any reasonable costs incurred and documented by the Agency in providing such services* pursuant to this Part;

5) *Make an advance partial payment to the Agency for such anticipated services*;

A) An advance partial payment in the amount of $500 may be submitted along with the Application and Agreement forms; or

B) The applicant may request on a form provided by the Agency that the Agency estimate the total costs to the Agency of providing the requested services and assess an advance partial payment in an amount acceptable to the Agency but not to exceed $5,000 or one-half of the total anticipated costs of the Agency, whichever is less;

6) *Demonstrate, if necessary, authority to act on behalf of or in lieu of the owner or operator.* (Section 58.7(b)(1)(A)-(F) of the Act)

d) In addition to review and evaluation services, the RA may request and the Agency may provide other types of support services under terms and conditions agreed to by the parties and set forth in the Agreement. Additional services offered by the Agency include, but are not limited to:

1) Sample collection and analyses;

2) Assistance with community relations; and

3) Coordination and communication between the RA and other governmental entities.