Washtenaw County Brownfield Redevelopment Authority

IN-PERSON MEETING AGENDA

Thursday, January 12th 2023 9:00 a.m.

200 N. Main, Ann Arbor, Lower Level Large Conference Room

Zoom Link to Webinar for Public to Join the Meeting:

https://washtenawcounty.zoom.us/j/81099386316?pwd=aEhqMWtsVldYOXVuSEdnZ3BqNFZ6UT09
Passcode: 788623

Dial In Number: US: +1 470 381 2552 or +1 267 831 0333 or +1 301 715 8592 or +1 312 626 6799 or +1 470 250 9358 or +1 206 337 9723 or +1 213 338 8477 or +1 253 215 8782

1. **Call to Order**
2. **Public Comment***
3. **Approval of Agenda**
4. **Approval of Minutes**
   a. November 10th, 2022 Meeting
5. **Board Member Conflict of Interest Disclosure**
6. **Business**
   1. 220 N. Park, Authorize Staff to Approve LBRF Eligible Activities – Action
   2. 220 N. Park, Approve Revised Brownfield Reimbursement Agreement – Action
   3. 3045 Broad Street, City of Dexter, Environmental Assessment Grant Application – Action
   4. 300 N. Zeeb, Form Brownfield Plan Review Sub-Committee – Action
   5. December 2022 Financial Report – Action
7. **Other Business**
8. **Public Comment***
9. **Adjournment**

*All public comment will be limited to three (3) minutes per person

For more information on this agenda please contact Nathan Voght, Washtenaw County Office of Community and Economic Development at (734) 660-1061 or voghtn@washtenaw.org.

Washtenaw County
Brownfield Redevelopment Authority (WCBRA)
Meeting held in-person at 200 N. Main, downtown Ann Arbor
Lower Level Large Conference Room

DRAFT MEETING MINUTES
Thursday, November 10, 2022, 9:00 a.m.

Board Present: Trevor Woollatt – Chair, Allison Krueger – Vice Chair, James Harless, Sam Baushke, Christy Maier, Joe Meyers – Secretary, 9:17 a.m.

Board Absent: Colleen O'Toole, Sue Shink

Staff: Nathan Voght – OCED

Joining the Meeting: Jason LaFayette – SME, for Ypsilanti Township and Gault Village (on Zoom), Jill Ferrari and Shannon Morgan – Renovare (on Zoom), Eric Hanna and Liz Alexandrian – Michigan Community Capital (on Zoom)

Handouts: Amended agenda, adding Business Item #2, Gault Village Shopping Center, LBRF Grant Application, and associated materials sent via email to Board prior to meeting. Downriver Community Conference $8,000 2023 membership invoice, via email.

1. Call to Order

Chair Woollatt called the meeting to order at 9:06 a.m.

2. Public Comment

There was no public comment.

3. Approval of Agenda

J. Meyers moved to approve the amended agenda, emailed to the Board separately, adding Business Item #2, Gault Village Shopping Center, LBRF Grant Application, Ypsilanti Township, and adding payment of the $8,000 DCC Membership invoice to Financial Report (2nd J. Harless), and the motion passed unanimously.

4. Approval of October 6th, 2022 Meeting Minutes

J. Meyers moved to approve the October 6th meeting minutes, with revisions requested by J. Harless to Business Items #1 and #3, and the Financial Report section, (2nd C. Maier), and the motion passed unanimously.

5. Board Member Conflict of Interest Disclosure

None disclosed.

6. Business

1. <u>220 N. Park, LBRF Loan Term Options – Action</u>

Staff referred to the proposed Loan Amortization tables for the $1.7M Michigan Community Capital Loan, and the $500,000 LBRF loan. The proposal is to allow a three-year grace period on the LBRF loan, then $15,000 annual payments during the payoff period for the MCC loan,

projected to be about 14 years, then the LBRF loan gets 100% of the annual Tax Increment Revenues for the next year or two to fully pay off the LBRF loan.
Two different Interest scenarios are also provided, one at 3.5% and one at 2%. Staff stated that the lower interest rate means a significant amount less of interest paid. It's also possible that with either scenario the LBRF loan takes more than the Board's policy of 15 years to fully pay off.

The Board discussed the scenarios and asked the Michigan Community Capital representatives to provide any more useful information. Eric Hanna discussed the nature of this project, which will not have any collateral for their $1.7M loan, as it's a for-sale project. Jill Ferrari, one of the developers, stated that they are asking for a bit of creativity here.

J. Harless commented that he's less concerned with the time limit of the payoff than the interest rate. With a 3.5% Interest rate, this will not impact the project at all, and will ensure additional interest if paid back to the LBRF fund at the very end.

J. Harless moved to approve the LBRF Loan with the following terms: $500,000 principal at 3.5% fixed interest rate, waiving the 15 year maximum term for LBRF Loans, guaranteeing at least $15,000 LBRF loan payments are collected from annual Tax Increment Revenues during the period in which the MCC Loan is being repaid, and then 100% of the TIR will be used to fully pay off the LBRF loan after the MCC loan is fully repaid (2nd C. Maier), and the motion was approved unanimously.

2. <u>Gault Village Shopping Center, LBRF Grant Application, Ypsilanti Township – Action</u>

N. Voght referred to the $20,000 LBRF application and cost proposal from SME to conduct Phase II investigation related to the former dry cleaners on site. The DCC has recently approved $20,000 for a Hazardous Materials Survey of the building and building demolition specifications. Staff update the Board on the legal status, where a Circuit Judge has granted the Township an order to proceed with demolition.

In order to demolish, there's needs to be more information about potential contamination.

The Board asked various questions about the timing of the investigation, the details of the proposed scope for sub-grade samples, which Jason LaFayette, from SME, representing the Township responded to.

J. Harless moved to approve the LBRF application as proposed, with the condition that staff discuss with the Township attorney the potential for cost recover of the LBRF funds through the courts and the current owner, if possible (2nd C. Maier), and the motion passed unanimously.

3. <u>October Financial Report – Action</u>

Staff referred to the Report and DCC Membership invoice of $8,000, sent separately to the Board for payment approval.

J. Meyers moved to approve the noted transaction for 140 Buchanan/Jiffy and the $8,000 DCC invoice for 2023 membership (2nd C. Maier), and the motion passed unanimously.

7. Other Business

None.

8. Public Comment:

None.

9. Adjournment:

The meeting was moved by J. Harless to adjourn at 9:51 a.m. (2nd A. Krueger), and the motion passed unanimously.

These minutes were approved by the Washtenaw County Brownfield Redevelopment Authority at the _______________, 2023 meeting, held at 200 N. Main, lower level large conference room, downtown Ann Arbor.

Washtenaw County Brownfield Redevelopment Authority

Agenda Summary Memo

REGULAR IN-PERSON MEETING

9:00 a.m. Thursday, January 12th, 2023

200 N. Main, Lower Level Large Conference Room, Ann Arbor

TO: Washtenaw County Brownfield Redevelopment Authority
FROM: Nathan Voght, Washtenaw County Brownfield Coordinator
DATE: January 5, 2023

This regular board meeting will be held in-person, at 200 N. Main, lower level Large Conference Room, downtown Ann Arbor. Any public wishing to participate can attend the meeting in-person, or use the provided Zoom Webinar link on the meeting agenda.

<u>Business Items:</u>

1. **220 N. Park, Authorize Staff to Approve LBRF Eligible Activities – Action**

   The 220 N. Park project is close to closing on financing and breaking ground. A groundbreaking ceremony was held on December 9th, and was very well attended. The legal review process has been extensive, and related to legal agreements and contracts the County will be a party to, County legal review is not complete.

   The Authority awarded a $500,000 LBRF Grant and $500,000 LBRF Loan to the project. A reminder that the developers are funding the $2.7M in Eligible Activities in the Brownfield Plan with the $1M LBRF funding, and a separate $1.7M loan from Typically, the Loan would be advanced, and the Grant funds are disbursed on a reimbursement basis. Any Eligible Activities funded by LBRF would be reviewed by the Authority at a regular meeting. In effect, the loan fund expenditures would be verified as eligible, and the LBRF grant fund expenditures would be approved for reimbursement.

   However, the project lender has requested that all development and construction funds be advanced and deposited into a third-party development escrow account. As construction draws are submitted by the General Contractor, the lender, County, City would review all activities, determine eligibility for payment from the various development sources. The lender has made this request of the $3.6 million in ARPA funding that the County granted to the project, which has been preliminarily approved by the County ARPA administrator, subject to review of final conditions.

   At issue is timing of the payment of draws. The lender expects draws to be approved and payments made within weeks of the draw submittal, which will minimize potential delays on the project. Because the Authority only meets monthly, we would not be able to authorize LBRF grant expenditures and issue reimbursements within the time frame required.

Therefore, the developer is requesting that staff be authorized to approve LBRF Loan and Grant eligible activities as part of the monthly General Contractor draw process. Staff will provide monthly summaries of the expenditures to the Board, for their review and information.

Although this is not the usual practice by the Authority, this unusual and difficult, but important project requires some flexibility.

2. 220 N. Park Approve Revised Brownfield Reimbursement Agreement – Action

The Board approved the Reimbursement Agreement several months ago, but since then the lender has requested minor revisions to the Agreement. Please refer to the Agreement with revisions shown in the packet. The changes are to Section 10. Payments, adding sub-section c. that at least annually TIR reimbursements will be made, provided TIR is available, without need for an "application" requesting it, revising sub-section e. to clarify that only during the time the developer still owns the property (prior to sale of the homes to individual buyers), can the Authority withhold TIR reimbursements, and sub-section g. reflecting the separate Collateral Assignment of Reimbursement Agreement (which the Board authorized staff to finalize with the developer), which provides for all TIR reimbursements to be made to the lender of the $1.7M to fund Eligible Activities, Magnet Lending Corporation.

Staff will need to verify with Corporation Counsel they're in agreement with the changes, but this Agreement will be one of multiple contracts related to this project they review. I don't anticipate any issues with the changes requested, but will advise the Board if there are any.

Staff requests the Board approve this final version, with revisions noted.

3. 3045 Broad Street Environmental Assessment Grant Application – Action

This redevelopment site is located in, and owned by, the City of Dexter. The City has solicited redevelopment partners over the last several years, the most recent of which was Norfolk Homes. The Board previously approved various environmental investigations on the site. Here is a link to previous reports, and here is a link to Phase II data on the site, as well.

The Board awarded a total of $21,000 in 2017 to several parcels associated with this redevelopment site: The DTE Energy substation site (acquired since by the City), and the 3045 Broad site. There are five total tax parcels to be consolidated associated with the project (refer to the provided map).

The City has engaged another development partner, Common Sail Development to develop the site into a dense, mixed-use project. The current application is for $33,900 in Phase II, BEA, and Due Care work. A cost proposal from PM Environmental is provided in the packet.

The amount requested exceeds the Board's policy of $20,000 for a city-owned site. However, for municipal-owned sites where active redevelopment efforts are being pursued, the Board has previously supported higher amounts, and often from LBRF, rather than charging to Administrative fees, which are more limited.

4. **300 N. Zeeb, Form Brownfield Plan Review Sub-Committee – Action**

   This is a former microfilm building built in the 1960s, which is being purchased by Mark Smith of MI-HQ for renovation. There are two potential tenants committed to the project. It's located in Scio Township. There is extensive hazardous materials abatement ($600K) and interior demolition required ($1M), and some removal of contaminated soils ($230k). Five (5) percent interest is included, as well, for $336K.

   The developer, staff and Ann Arbor SPARK will be presenting the project to the Scio Township Board of Trustees on January 10th, at a Working Session. Staff is only providing a "Brownfield 101" presentation. The developer is introducing the project, and making the incentive request.

   An initial Brownfield Plan has been drafted, which includes a 10 year PA 210 Commercial Rehabilitation Tax Abatement (fully abates increase in LOCAL taxes, not State), and a 20 year reimbursement of all brownfield eligible activities of approximately $2.5 million. However, Personal Property capture and Taxable Value upon completion are being finalized still.

   Staff requests volunteers for a Brownfield Review Sub-Committee to assist the Township with reviewing the Brownfield Plan.

5. **December 2022 Financial Report – Action**

   Please see the final financial report for 2022. All balances and figures will be reset for the January 2023 report, and I will remove those projects fully complete with all expenses reimbursed (Michigan Inn, 140 Buchanan/Jiffy, Packard Square and 615 S. Main). I anticipate winter 2022 TIF distributions from the City of Ann Arbor in the coming weeks, which will go before the Board in February.

   We will receive lump sum 2022 tax capture distributions from projects in Dexter (Grandview Commons) and Ypsilanti (Water Street and Thompson Block) in the coming months, as they only distribute once per year. Once all distributions from all projects for 2022 are complete, 2022 Administrative capture can be calculated and presented to the Board for approval. The capture will be $192,500, as in 2021, with 16 projects capturing TIF in 2022.

Staff updates:

1. The Broadway Park project, by Roxbury of Detroit, on the Huron River in the City of Ann Arbor was approved in 2019. A recent earmark of $20M to support the public recreation aspects of the project has revitalized the project and it's moving quickly to construction. The approved Brownfield Plan includes $17M in Eligible Activities, $8M of which are non-environmental, and about $4M of that was dedicated to construction of the public amenities on the river. The $20M legislative earmark was given the Conservancy established by the developer to develop and manage the public amenities long-term. It's unclear how much of the Eligible Activities in the Brownfield Plan will be reduced by the other funding source, but it will be substantial.

The project also was granted a $500,000 EGLE CMI grant, which is still applicable, despite the delay. Staff joined the environmental consultant, SME, and Holden Branch from EGLE to hold a CMI Grant Kick Off meeting where details of the grant expenditures were discussed. A grant Work Plan will be necessary for EGLE approval. The CMI Grant will require a Development Agreement between the County and developer. Staff is drafting this Agreement now. Activities will begin in January or February.

Staff and the City have asked the developer to provide an updated Eligible Activity table, to fully understand the impact of the $20M earmark, and which activities previously in the Brownfield Plan will now be funded with the earmark.

2. Several projects in the planning pipeline that the Board has supported through LBRF and Assessment grant funding are anticipated to be submitting LBRF grant applications. These projects are 121 Catherine in the City of Ann Arbor, and 206 N. Washington, in the City of Ypsilanti, both of which are Avalon affordable housing projects.

3. The Village of Ann Arbor project Brownfield Plan (Robertson Brothers on Dhu Varran and Pontiac Trail, 500 homes) will be reviewed by the City of Ann Arbor Brownfield Review Committee on Friday, January 6th. It will then go to City Council in January or February, and would be expected to come to the Authority in February or March.

4. Maple Oaks in Saline has submitted additional brownfield expenses for approval, however, several City conditions to reimburse the "look back" expenses in the Brownfield Plan have not been addressed. When they are addressed, the expenses will be forwarded to the Board for approval.

5. Gault Village, Ypsilanti Township: The Township and owner had another court hearing in December. The Township has multiple demolition bids, ranging from $800,000 to $2M. Although the Board provided Phase II funding for around the former dry cleaners, the Township is hesitant to conduct the testing now, and is planning to do it as part of "phase II," when the buildings are demolished (leaving slabs/impermeable surfaces in place).

6. Please welcome Sean White, from the Ann Arbor Area Community Foundation, as our newest Board member, and County Commissioner Justin Hodge as the new Brownfield Authority liaison from the Board of Commissioners.

7. Teresa Gillotti left her position as Director of Office of Community and Economic Development in late November. County Administration will be posting the position and initiating a recruitment process in these first few weeks of January.

WASHTENAW COUNTY BROWNFIELD REDEVELOPMENT AUTHORITY REIMBURSEMENT AGREEMENT

This Agreement (the "Agreement") dated August 22, 2022 is entered between the WASHTENAW COUNTY BROWNFIELD REDEVELOPMENT AUTHORITY (the "Authority"), an authority established pursuant to Act 381 of 1996, as amended ("Act 381"), whose address is 220 N. Main Street, P.O. Box 8645, Ann Arbor, Michigan 48107-8645 and Renovare Ypsilanti Homes, LLC (the "Developer"), a Michigan Limited Liability Company, whose address is 42 Watson Street, Suite B, Detroit, MI 48201.

RECITALS

A. Pursuant to Act 381, as amended, the Authority has prepared a Brownfield Plan for the Eligible Property below that was duly approved by the Washtenaw County Board of Commissioners on September 8, 2022 with concurrence from the City of Ypsilanti:

   a. Located at 220 N. Park Street.

   b. Located in the City of Ypsilanti, Washtenaw County, Michigan

   c. Tax Identification Number 11-11-09-111-004 (the "Property"),

   d. Legal Descriptions provided in Exhibit B

B. The Developer plans to redevelop the Property as follows:

   a. Redevelop the parcel into forty six (46) attached and detached residential dwelling units, including twenty three (23) affordable units and twenty three (23) market rate, and associated access roads, public and private utilities, stormwater management system, sidewalks, parking and landscaping, and streetscape enhancements (the "Improvements").

   b. This will occur through the Developer incurring costs.

   c. The Improvements are expected to increase the tax base within the County, and otherwise enhance the economic vitality and quality of life within Washtenaw County.

C. The Developer will conduct Eligible Activities and incur eligible costs pursuant to the approved Brownfield Plan, Act 381 Work Plan, and according to the terms of this Agreement.

D. Act 381 permits the capture and use of the real and personal property tax revenues generated from the increase in value of the Eligible Property to pay or reimburse the costs of Eligible Activities.

E. Act 381 permits the use of TIR to support the payment of Interest on unreimbursed Eligible Costs.

F. The Authority has incurred and will incur Administrative Costs for its operations and the preparation, approval, and administration of the Brownfield Plan, but will not seek reimbursement from TIR for these costs under the Brownfield Plan.

G. The Authority has agreed to fund the Local Brownfield Revolving Fund ("LBRF") after the Developer Reimbursement period, in a lump sum amount equal to 15% of the total developer reimbursable Eligible Activities included in the Brownfield Plan.

H. The Authority has approved a Five Hundred Thousand Dollar ($500,000) Loan ("LBRF Loan") and a Five Hundred Thousand Dollar ($500,000) Grant ("LBRF Grant") from the LBRF to fund Eligible Activities. The terms of the LBRF Grant and the LBRF Loan are provided in a separate LBRF Grant and Loan Agreement between the Authority and the Developer.

I. In accordance with Act 381, the Brownfield Plan, and this Agreement, the parties desire to use TIR generated from an increase in the taxable value of the Eligible Property resulting from its Improvements to reimburse the Developer for actual expenses for approved Eligible Activities, and to fund the LBRF.

J. The parties are entering into this Agreement to establish the terms, conditions and procedures for the reimbursement from TIR.

K. To assist in clarifying the various roles and requirements of the County funding (including the Tax Increment Financing via the Brownfield Plan, LBRF Grant and Loan, and $3.6 million of American Rescue Plan (ARP) granted by the Washtenaw County Board of Commissioners), and City of Ypsilanti requirements of the Planned Unit Development and Community Benefits Agreement, and other requirements, a Memorandum of Understanding (MOU) has been developed between Washtenaw County, the Developer, and the City of Ypsilanti. It is included by reference as Exhibit F.

TERMS AND CONDITIONS

Pursuant to the Recitals of this Agreement, the parties agree with each other as follows:

1. <u>Definitions</u> – All terms included in this agreement are defined herein, as supplemented by Exhibit A "Definitions."

2. <u>The Brownfield Plan</u> – The Brownfield Plan, which may be amended from time to time, shall be the Plan in effect at the time that Eligible Activities are conducted and Eligible Costs are incurred. To the extent provisions of the Brownfield Plan conflict with this Agreement, the terms and conditions of this Agreement control. To the extent provisions of the Brownfield Plan or this Agreement conflict with Act 381, Act 381 shall control.

3. <u>Term of Agreement</u> – In accordance with the Brownfield Plan, the Authority shall capture the TIR generated by the Improvements at the Eligible Property to reimburse for Eligible Costs until the earlier of (i) the date that all the Eligible Costs are fully reimbursed under this Agreement; or (ii) at

the end of the 30th tax capture year where capture is anticipated to begin in 2023, or as may subsequently be extended by a Brownfield Plan amendment and amendment to this Agreement, after the date the Authority begins to capture TIR under the Brownfield Plan; or (iii) the maximum number of years as established pursuant to a tax appeal, pursuant to Section 4, below. If this Agreement ends before the reimbursement of all Eligible Costs, the last payment by the Authority to the Developer shall be whatever TIR remains from the summer and winter taxes distributed during the final year of the Agreement, after full reimbursement for the State Brownfield Fund, and the LBRF.

4. Eligible Activities – The Eligible Activities shall be generally as described in the "Estimated Costs of Eligible Activities" Table in the Brownfield Plan, Attachment E, and further defined in the approved Act 381 Work Plan.

5. Developer Reimbursable Eligible Costs – The total of costs eligible for reimbursement, the Total Eligible Costs, and the estimated costs for each type of eligible activity, shall be as described in the "Estimated Cost of Eligible Activities" Table of the Brownfield Plan, and further defined by the approved Act 381 Work Plan. The Total Developer Reimbursable Eligible Costs shall be the maximum amount of reimbursement authorized under this Agreement. The actual cost for one or more types of activities may vary from that described in the Brownfield Plan, only within the Environmental or Non-Environmental categories, as long as the Total Developer Reimbursable Eligible Costs are not exceeded.

6. Reimbursement Source – During the term of this Agreement, the Authority shall capture, as provided in the Brownfield Plan and allowed by Act 381, those TIR which are levied from both Local Taxes and Taxes for School Operating Purposes on the Property plus any new personal property that is subject to taxation. The Authority will use those TIR to reimburse Developer Reimbursable Eligible Costs (including Interest) in accordance with the Brownfield Plan, approved Act 381Work Plan(s) (See Exhibit D) and this Agreement. Local TIR alone shall not be used to reimburse any Eligible Costs unless expressly allowed by the Brownfield Plan.

7. Allocation of Captured Taxes – Captured taxes will be allocated in the following order of priority during each year of the Brownfield Plan:

    a. Fifty percent (50%) of the taxes levied under the State Education Tax Act in each of the first twenty five (25) years of the Brownfield Plan, or as otherwise required by statute, will be paid to the State of Michigan for allocation to the state brownfield redevelopment fund.

    b. The balance of Local and School Operating captured taxes will be allocated for both repayment of the Five Hundred Thousand Dollars ($500,000) LBRF Loan and the reimbursement of actual costs of Eligible Activities incurred by the Developer, in accordance with the separate LBRF Grant and Loan Agreement between the Authority and Developer. A maximum of Seven Hundred Thirty Thousand Dollars ($730,000 in Eligible Activities for Assistance with Disposition for Economic Development Purposes will be reimbursed using Local captures taxes only.

c. The Authority will then capture, after Developer has been fully reimbursed all Eligible Costs or after the capture limit described in Section 3 has been reached, whichever comes first, a lump sum amount of $537,784 to be paid into the LBRF.

8. Eligible Costs Reimbursement – For those Eligible Costs for which Developer seeks reimbursement from the Authority, the Developer shall incur Eligible Costs and submit documentation to the Authority according to the instructions and guidelines provided in Exhibit E. The parties agree that Developer shall only seek reimbursement for its actual costs to perform the Eligible Activities (plus interest as authorized in the Brownfield Plan), in accordance with the Brownfield Plan and Act 381 Work Plan, whether or not they were incurred after the Brownfield Plan and Act 381 Work Plan were first approved. Eligible Activities being submitted for reimbursement shall not have occurred more than twenty four (24) months prior to the submittal date, with the exception of Eligible Activities (e.g. environmental assessments, BEA, and Due Care Planning Activities) which were incurred prior to approval of the Brownfield Plan. Further, Six Hundred Eighty Thousand Dollars ($680,000) of the "Assistance with Disposition for Economic Development Purposes" for Downpayment Assistance (Construction Subsidy) shall be reimbursable solely with documentation from the Developer providing evidence that Certificates of Occupancy have been given by the City of Ypsilanti for the twenty-three (23) affordable housing units (fifteen (15) cottages and (8) duplexes).

9. Interest – A maximum of Eight Hundred Seventy One Thousand, Five Hundred Sixty Three Dollars ($871,563) in Interest will be reimbursed in accordance with the Brownfield Plan, calculated annually at a rate of five percent (5%) of the unreimbursed approved actual Eligible Activities.

10. Payments – Payments to Developer shall be made as follows:

    a. Within ninety (90) days of its receipt of the documentation described in Section 8 above, the Authority, in its sole discretion, shall either approve Eligible Costs for payment or request additional information. If the Authority determines all or a portion of the requested payment is for Approved Eligible Costs, it shall process that the portion of the payment request as provided in sub-section (b) below. If the Authority determines that insufficient information has been provided, disputes any portion of any payment request or disputes the eligibility of any costs of any payment request, it shall notify Developer in writing of its determination, the reasons for its determination and the additional documentation that the Authority determines to be sufficient for the Authority to approve the Eligible Cost(s) in question. Developer shall have thirty (30) days to address the reasons given by the Authority (including providing additional documentation) and shall have an opportunity to meet with the Authority's representatives or, if the Authority Board consents, to formally meet with the Authority and be placed on a meeting agenda to discuss and resolve any remaining dispute. In doing so, Developer shall provide the Authority a written response to the Authority's decision and the reasons given by the Authority for the denial of the Eligible Cost(s) in question. If the parties do not resolve the dispute in such a manner, it shall be resolved as provided in Section 11 below.

b. Once the Authority determines that Eligible Costs are Approved Eligible Costs, it shall pay to Developer the amounts for which submissions have been made pursuant to Section 7 of this Agreement within thirty (30) days after the Authority receives TIR from which the Approved Eligible Costs may be wholly or partially paid. The Authority shall only be obligated to reimburse Developer to the extent TIR is available to reimburse such costs.

c. After all documentation of Eligible Costs has been submitted to the Authority in accordance with Section 8 above and the Authority has determined that the Eligible Costs are Approved Eligible Costs, the Authority shall make payments of TIR in amounts allocated pursuant to Section 7 above, at least one time during each calendar year during the term of this Agreement, provided TIR is available. Such payment shall be made by the Authority without any requirement of the Developer or any other person submitting an application or request for payment.

d. The amount to be reimbursed under this Agreement shall not exceed the following:

   i. The maximum amount of Developer Reimbursable Eligible Costs in the approved Brownfield Plan and as further determined by the approved Act 381 Work Plan; and

   ii. The maximum amount of Approved Eligible Costs as determined by this Agreement.

e. The Authority may not make TIR reimbursements while Real Property Taxes ~~for~~ are delinquent for any portion of the Property ~~are delinquent~~ owned by the Developer at time such reimbursement would otherwise be payable under the terms of this Agreement.

f. If the property owner has filed an appeal of property assessment and/or the outcome of such an appeal is still pending, the Authority, at its sole discretion, may withhold reimbursement of Developer Reimbursable Eligible Costs to the extent such reimbursement exceeds the TIR based upon Developer's purported value in a filing with the State Tax Commission, until such appeal is resolved. The purpose of any delay is to prevent overpayment and the need to "claw-back" funds reimbursed due to lowered Taxable Values.

~~f.~~g. All payments to which Developer is entitled pursuant to the terms of this Agreement shall be made to Magnet Lending Corporation at 507 S. Grand Avenue, Lansing, Michigan 48933, pursuant to the Collateral Assignment of Reimbursement Agreement between Developer and Magnet Lending Corporation.

11. Dispute As to Eligible Costs – If there is a dispute over whether a cost submitted by Developer is an Eligible Cost the dispute shall be resolved by an independent knowledgeable professional chosen by mutual agreement of the parties. If the parties are unable to agree upon a knowledgeable professional, then the County and Authority shall together choose an independent knowledgeable professional and Developer shall choose an independent knowledgeable professional to review the Authority's decision. If the two knowledgeable professionals so selected agree that costs submitted are eligible, the Developer shall be reimbursed those costs in accordance with this Agreement. If

the two professionals so selected cannot agree that costs submitted are eligible, the two selected professionals shall appoint a third knowledgeable professional who shall make a final determination and Developer shall then be reimbursed those costs in accordance with this Agreement to the extent determined by the third knowledgeable professional. All fees and costs incurred by any party with respect to this Section, shall be the sole responsibility of the Developer. Failure of the Developer to pay any obligation incurred with respect to this Section shall constitute a default of this Agreement pursuant to Section 12.

12. Default –Upon the occurrence of an Event of Default, the non-defaulting party may terminate this Agreement by giving written notice to the defaulting party, and the defaulting party shall have thirty (30) days (or such longer reasonable time as may be required given the circumstances, or by agreement of the parties) to cure the default. If the default is not cured within this time period, then the non-defaulting party shall have the right to terminate this Agreement, or, at the election of such non-defaulting party, may obtain any form of relief permitted under this Agreement, and any applicable laws and court rules of the State of Michigan, including the right to seek and obtain a decree of specific performance from a court of competent jurisdiction. Any right or remedy provided by a specific provision of this Agreement shall be deemed cumulative to, and not conditioned on, any other remedies upon default.

13. Local Brownfield Revolving Fund – In accordance with Act 381 and the Brownfield Plan, the Authority will fund the LBRF using a portion of the TIR captured by the Authority after the period of reimbursement of Developer's Eligible Costs and accrued Interest.

14. Authority Monitoring -- The Authority may monitor the Project for the purpose of verifying that the activities, invoices and accounting of the Developer are accurate, reasonable and constitute Eligible Activities under this Agreement. The Developer shall provide any authorized representative of the Authority access to or copies of permits, data, reports, testing, or sampling results, invoices or other such documents reasonably necessary for monitoring. The Authority, the Michigan Department of Environment, Great Lakes and Energy ("EGLE") or the Michigan Strategic Fund ("MSF") shall also be given access to the property upon reasonable request in order to review any Eligible Activities or perform any other obligations under this Agreement or under Act 381. Except in the case of an emergency or exigent circumstance, the Authority shall give the Developer at least twenty four (24) hours notice of requests under this Section. Except for the right to monitor the Developer's compliance with this Agreement, nothing in this Agreement shall be interpreted to give the Authority any right to exercise control over the performance of Eligible Activities or to otherwise direct or control the actions by the Developer.

15. Adjustments – If, due to an appeal of any tax assessment, reassessment of any portion of the Property, abatement of any taxes, or for any other reason, the Authority is required to reimburse any TIR to any tax levying unit, then: i) the Developer shall pay the Authority the full amount required to reimburse such TIR, including interest and penalties, within thirty (30) days of receiving any invoice from the Authority; or ii) the Authority may deduct the amount of any such reimbursement, including interest and penalties, from all subsequent payments due to the

Developer until such TIR, including interest and penalties, is fully recovered. If all amounts due the Developer under this Agreement have been fully paid or the Authority is no longer obligated to make any further payments to the Developer, the Authority shall invoice the Developer for the amount of such reimbursement and the Developer shall pay the Authority such invoiced amount within thirty (30) days of the Developer's receipt of the invoice. Amounts invoiced and paid to the Authority by the Developer pursuant to this Section shall not reduce Eligible Costs for which the Developer shall have the opportunity to be reimbursed in accordance with the terms, conditions and limitations of this Agreement.

16. Insurance – The Developer shall purchase and maintain insurance coverages as indicated at limits not less than those set forth below. The Developer shall also require each and every contractor(s) and/or subcontractor(s) engaged by the Developer to perform services pursuant to this Agreement to purchase and maintain insurance coverages at the limits set forth below while performing services at the Property. Developer and its contractor(s) and/or subcontractor(s) shall name Washtenaw County and Washtenaw County Brownfield Redevelopment Authority as additional insureds under all coverages listed below except Worker's Compensation. The Developer shall maintain other insurance as it deems appropriate for its own protection.

    a. Worker's Disability Compensation and Occupational Disease Insurance including Employers Liability Coverage in accordance with all applicable statutes of the State of Michigan.

    b. Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than $1,000,000 per occurrence and $2,000,000 aggregate combined single limit. Coverage shall include the following:

        i. Contractual Liability

        ii. Products and Completed Operations

        iii. Independent Contractors Coverage

        iv. Broad Form General Liability Endorsement or Equivalent

    c. Motor Vehicle Liability Insurance, including Michigan No-Fault Coverage, with limits of liability of not less than $1,000,000 per occurrence for Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles.

    d. Environmental Impairment Liability Insurance shall be provided by Developer, Contractors, sub-contractors and site work contractors engaging in environmental and/or demolition activities, covering any sudden and non-sudden pollution or environmental impairment, including clean-up costs and defense, with limits of liability of not less than $1,000,000 per occurrence.

    e. All insurance coverages described above shall remain in effect at all times until completion of all eligible activities. The Developer shall deliver copies of certificates of insurance for each of the policies mentioned above to the Authority. If so requested, certified copies of all policies will be provided. It is understood and agreed that thirty (30) days advanced written notice of cancellation, non-renewal, reduction and/or material change in any coverage shall be sent to the Authority.

17. Indemnification – The Developer shall indemnify, defend, and hold harmless, the Authority, Washtenaw County, and their officers, board members, commissioners, employees and agents from all claims, damages, lawsuits, costs and expenses, including actual and reasonable attorney fees, incurred as a result of any acts, omissions, negligence, or gross negligence of the Developer or its employees, agents, consultants, contractors or subcontractors related to the Project or its performance under this Agreement. This indemnification includes any damages, costs, and expenses in excess of those covered by any insurance of the Developer. The Developer shall indemnify the Authority, Washtenaw County, and any of the listed entities officers, board members, commissioners, employees and agents from all reasonable costs and expenses, including reasonable attorney fees, incurred in the enforcement of any obligation or claim against the Developer under this Agreement. These indemnification provisions will survive the termination of this Agreement. By entering this Agreement, neither party waives any immunities provided under state or federal law.

18. Freedom of Information Act – Developer understands that certain documents submitted by Developer may be available to the public under the Freedom of Information Act, Act No. 442 of the Public Acts of 1976, being Sections 15.23 to 15.24 of the Michigan Compiled Laws and no claim of trade secrets or any other privilege or exception to the Freedom of Information Act will be claimed by Petitioners as it relates to this Agreement, Petitions for Reimbursement and supporting documentation. The Developer retains the right to assert a claim of trade secret or other privilege as may be applicable otherwise.

19. Notices – All notices shall be given by registered or certified mail addressed to the parties at their respective addresses as shown above. Either party may change the address by written notice sent by registered or certified mail to the other party.

20. Assignment – The interest of any party under this Agreement shall not be assignable without the other parties' written consent, which shall not be unreasonable withheld, conditioned or delayed, except for an assignment by the Developer for the purposes of securing financing for the Project, which shall require notice but not the prior consent of the Authority.

21. Entire Agreement – This Agreement supersedes all agreements previously made between the parties relating to the subject matter. There are no other understandings or agreements between them.

22. Non-Waiver – No delay or failure by either party to exercise any right under this Agreement, and no partial or single exercise of that right, shall constitute a waiver of that or any other right, unless otherwise expressly provided herein.

23. Headings – Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.

24. Governing Law – This Agreement shall be construed in accordance with and governed by the laws of the State of Michigan.

25. Compliance with Applicable Law – Developer agrees to comply all applicable federal, state, and local laws, statutes, rules, regulations, ordinances, and other legal obligations of a similar effect.

26. Counterparts – This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

27. No Third Party Beneficiaries – This Agreement shall not be deemed or construed to create any rights to reimbursement or otherwise in the Consultant, Contractors, Subcontractors, or any third parties. This Agreement shall not be construed to create any third party beneficiary contract or claim, and the parties intend there to be no third party beneficiaries.

28. Binding Effect – The provisions of this Agreement shall be binding upon and inure to the benefit of each of the parties and their respective heirs, legal representatives, successors, and assigns.

29. Authority Obligations: The Authority's reimbursement obligations under this Agreement are contingent on the requirement that there shall be no action, suit, proceeding or investigation pending before any court, public board or body to which the Developer, the County, the City of Ypsilanti, or the Authority is a party, or threatened against the Developer, the County, City of Ypsilanti, or the Authority contesting the validity or binding effect of this Agreement or the validity of the Plan or which could result in an adverse decision which would have one or more of the following effects:

    a. A material adverse effect upon the ability of the Authority to collect and use TIR to pay the obligations set forth herein;

    b. A material adverse effect upon the ability of the Developer to conduct Eligible Activities;

    c. Any other material adverse effect on the Developer's or the Authority's ability to comply with the obligations and terms of this Agreement, or the Brownfield or Work Plan.

30. Annual Reporting – The Developer shall report annually, by April 1, the following information to the Authority for the previous calendar year, as applicable:

    a. Number of residential units constructed or rehabilitated;

    b. Square feet of new or rehabilitated residential, retail, commercial, or industrial space

    c. Number of new jobs created;

    d. For projects actively capturing TIR, amount of actual capital investment;

e. Any additional information deemed necessary by the Authority.

The parties have executed this Agreement on the dates set forth below.

WASHTENAW COUNTY BROWNFIELD REDEVELOPMENT AUTHORITY

BY:_______________________________________
Trevor Woollatt, Chairman

Date:_____________________________________

Attested to:

By:_______________________________________
Lawrence Kestenbaum, County Clerk/Register

Date:_____________________________________

Approved As to Form:

By:_______________________________________
Michelle Billard, Corporation Counsel

DEVELOPER
Renovare Ypsilanti Homes, LLC

BY:_______________________________________

PRINT NAME:______________________________

ITS:_______________________________________

Date:_____________________________________

Exhibits

Exhibit A – Definitions
Exhibit B – Legal Description
Exhibit C – Brownfield Plan
Exhibit D – Approved Act 381 Work Plan(s)
Exhibit E – Eligible Costs Reimbursement Procedures
Exhibit F – Memorandum of Understanding Between Renovare Development LLC, City of Ypsilanti, and Washtenaw County

EXHIBIT A - Definitions

a. "Administrative Costs," as defined in Section 13b, Sub-Section 7 (a) (*I, ii, and iii*).

b. "Baseline Environmental Assessment " is defined by Section 2(b) of Act 381;

c. "Brownfield Plan" is defined by Section 2(e) of Act 381 and is incorporated by reference in Exhibit C;

d. "Approved Eligible Costs" – Those Eligible Costs which have been submitted, reviewed, and approved by the Authority.

e. "Department Specific Activities" are defined by Section 2 (l) of Act 381

f. "Due Care Activities" are defined by Section 2 (m) of Act 381;

g. "Eligible Activities" are defined by Section 2(o) of Act 381;

h. "Eligible Costs" are those being submitted to the Authority for Certification.

i. "Eligible Property" is defined by Section 2(p) of Act 381;

j. "Event of Default" means the failure of performance or breach by a party to carry out any of its obligations or comply with any of its warranties, representations, or conditions under this Agreement or, with respect to a party, if any representation, omission, or warranty of such party was false when made.

k. "Local Brownfield Revolving Fund", "LBRF" pursuant to Section 8 of Act 381.

l. "Local Taxes" are defined by Section 2(ff) of Act 381;

m. "Tax Increment Revenues" ("TIR") are defined by Section 2(ss) of Act 381;

n. "Taxes Levied for School Operating Purposes" is defined by Section 2(uu) of Act 381;

o. "Work Plan" is defined by Section 2(zz) of Act 381.

EXHIBIT B – Legal Descriptions

LAND SITUATED IN THE CITY OF YPSILANTI, WASHTENAW COUNTY, MICHIGAN DESCRIBED AS:

11E-29A-1 LOT 60 GILBERT'S ADDITION, EXC BEG AT NE COR LOT 60, TH S 00-40-00 W 175.00 FT, TH S 89-50-50 W 147.63 FT, TH N 46-18-30 W 83.72 FT, TH S 89-50-50 W 82.16 FT, TH N 00-40-00 E 117.00 FT, TH N 89-50-50 E 291.00 FT TO THE POB, ALSO BEG AT ELY ROW LN OF PARK ST AT SW COR LOT 60 GILBERT'S ADDITION TO CITY OF YPSI, TH 669.09 FT ALNG ARC OF CURV-LFT-RAD 1945.58 FT - CH S 52-50-00 E 665.80 FT, TH S 00-2-30 W 45.57 FT, TH 660.01 FT ALNG ARC OF CURV-RT-RAD 1986.74 FT - CH N 53-51-20 W 656.98 FT, TH NLY ALNG ROW 60.30 FT TO THE POB. PT OF NE 1/4 SEC 9, T3S-R7E. 0.63 AC, PT OF LOT 60 GILBERT'S ADDITION. 221 N. GROVE *, COMBINED ON 07/28/2014 FROM 11-11-09-111-001, 11-11-09-111-003

EXHIBIT C – Brownfield Plan

EXHIBIT D – Approved Act 381 Work Plan(s)

EXHIBIT E – Eligible Costs Reimbursement Procedures

Reimbursement of Eligible Costs Certification

a. For those Eligible Costs for which Developer seeks reimbursement from the Authority, Developer shall submit to the Authority any of the following as may be required by Authority representatives:

    i. A written statement detailing the costs.

    ii. A written explanation as to why reimbursement is appropriate under the Brownfield Plan and this Agreement.

    iii. Copies of invoices from the consultants, contractors, subcontractors, engineers, attorneys or others who provided such services. To verify quantities for unit price billings such invoices shall include sufficient backup information, including but not limited to, labor hours per person per billing period for professional services, detailed invoices from subcontractors and subconsultants, manifests and/or weigh tickets for disposed materials, and days used and rates for equipment and materials charges. All Eligible Costs for which certification is being sought must have occurred within 24 months prior to the date submitted.

    iv. Copies of waivers of liens by the contractors, subcontractors, and materials suppliers, or cancelled checks demonstrating payment in the amount stated.

    v. If not already submitted, copies of the contract with the contractor or supplier providing the services or supplies, for which reimbursement is sought.

    vi. A statement from the engineer and project manager overseeing the work recommending payment.

    vii. Any other information which may be required by state authorities or reasonably required by the Authority.

EXHIBIT F – Memorandum of Understanding Between Renovare Development LLC, City of Ypsilanti, and Washtenaw County

WASHTENAW COUNTY MICHIGAN 1826

WASHTENAW COUNTY BROWNFIELD REDEVELOPMENT AUTHORITY

Environmental Assessment Grant Program
APPLICATION FORM

The WCBRA Environmental Assessment Grant Program provides grants for conducting Department Specific Activities, as defined by Act 381, by, or on behalf of, the Brownfield Authority on prospective eligible properties to be included in a Brownfield Plan. These include, but are not limited to, Phase I and II studies, as part of Baseline Environmental Assessments, Due Care Activities and Hazardous Materials Surveys.

The program is funded using available Brownfield Administrative Funds from active brownfield projects. Municipal and Non-Profit sites are eligible for 100% of the cost of eligible assessment activities, up to $15,000, and privately-owned sites are eligible for 50% of the cost, up to $15,000. Higher awards may be given on a case-by-case basis.

Type of Application

[X] Publicly-Owned or Non-Profit-Owned Property

[ ] Privately-Owned Property

[ ] Site is located within a Low or Very Low Opportunity Area, within the Washtenaw County Opportunity Index

Owner Information

Property Owner: City of Dexter Contact: Michelle Aniol, Community Development Mrg.

Property Address: 3045 Broad St & 3059 Broad St, 8077/8087 Forest and 8090 Grand St. Phone No.: 734-216-3810

Property Tax ID #: 08-08-06-280-001 & 08-08-06-280-026, 08-08-06-280-024, 08-08-06-280-025, 08-08-06-280-002

Applicant Information

Applicant Name: City of Dexter Phone No.: 734-426-8303

Address: 8123 Main St, 2nd Floor, Dexter, MI 48130

Developer (Entity) Name (if different than applicant): Common Sail Development Group

Project Information

Project Name: 3045 Broad Street Redevelopment

Project Description: The City of Dexter and Common Sail Development Group have entered into a Pre-Development Agreement for the purchase and redevelopment of the property for high density market-rate mulitple family and commercial uses, including a restaurant and retail shop(s).

Please provide a Site Map, Aerial, and/or Site Plan for the redevelopment.

Property Information

Previous Owners: Various industrial and commercial entities, including Dexter Automotive Products, Dapco Industries, and Klapperich Welding. DTE was previous owner of 3059 Broad St, which was a sub-station.

Historic Property Uses: Electrical company, creamery, sawmill, laundry, and residential uses from late-1800s through about 1950. The most recent building on the property was used for manufacturing purposes. All structures have been demolished, and only the concrete slabs remain.

Property Acreage: 3+/-

Zoning: CBD Central Business District

Surrounding Land Use: Public park, residential,retail & restaurant

Proposed Environmental Activities:

	Estimated Cost
☐ Phase I	
☒ Phase II	$26,490
☒ BEA Report	$4,000
☒ Due Care Plan	$3,500
☐ Hazardous Material Survey	
TOTAL	$33,900

Please attach a price quote from a qualified environmental firm.

Please describe Previous Environmental Assessments Completed: ASTI Environmental (2007-2013) & (2020) Phase I ESA, Phase II ESA, BEA, Due Care Plan, Excavation Backfilling and Concrete Capping Report

Please describe environmental conditions: Results from soil and groundwater assessments conducted on the Site in 2008 and 2012 revealed the presence of elevated levels of heavy metals, petroleum-related volatile organic compounds (VOCs), and chlorinated VOCs. Additionally, historical environmental reports indicated underground storage tanks (USTs) may exist on the Site.

Please provide cloud links to any relevant environmental reports.

Please return the completed form and attachments to:

Nathan Voght
Economic Development Specialist
Washtenaw County Office of Community and Economic Development
415 W. Michigan Ave.
Ypsilanti, MI 48197
734-660-1061
voghtn@washtenaw.org

PROPOSAL FOR A PHASE II ENVIRONMENTAL SITE ASSESSMENT, BASELINE ENVIRONMENTAL ASSESSMENT, AND DOCUMENTATION OF DUE CARE COMPLIANCE

For Vacant Land and Residential Lot Located at 3045 Broad Street, 8055-8087 Forest Street, and 8090 Grant Street in Dexter, Michigan

PM Environmental Proposal No. 01022158

PM Environmental (PM) is pleased to present this proposal and cost estimate for a Phase II Environmental Site Assessment (ESA), Baseline Environmental Assessment (BEA), and Documentation of Due Care Compliance (DDCC) of the Vacant Land and Residential Lot located at 3045 Broad Street, 8055-8087 Forest Street, and8090 Grant Street in Dexter, Michigan (subject property).

This proposal includes a scope of work, costs, schedule for completion of work, and the terms and conditions of the agreement. After reviewing the Scope of Work and Terms and Conditions, please initial each page in the boxes provided, complete the information in the Acceptance of Proposal section, and return it to our attention. PM requires written authorization to proceed prior to commencing a project.

BASIS FOR ASSESSMENT

The Phase II ESA scope of work is intended to address the recognized environmental conditions (RECs) identified with the subject property in the Phase I ESA report currently in progress by PM (PM project number 01-14400-0-0001).

The following on-site RECs were identified within the Phase I ESA:

3045 Broad Street

- The subject parcel identified as 3045 Broad Street was historically occupied by industrial and likely automotive repair operations between at least the 1950s and 2012. Previous site investigations completed on the property between 2008 and 2013 document soil and groundwater contamination above Part 201 Cleanup Criteria and Part 213 Risk Based Screening Levels (RBSLs). A Restrictive Covenant was filed for the property in 2013, with various restrictions regarding new construction and redevelopment of the property. Additionally, the parcel is an open LUST site with one release (C-0028-13) reported by the regulatory agency in 2013. Based on these analytical results and its open LUST status, the subject property meets the definition of a “facility” and a “site,” in accordance with Part 201 and Part 213 of P.A. 451 of the Michigan Natural Resources and Environmental Protection Act (NREPA), as amended. Based on the documented exceedances, a vapor intrusion concern exists at the property.
- The northern and northeastern portion of the 3045 Broad Street parcel may have been historically occupied by automotive repair operations for an unknown timeframe based on review of previous site investigations. Previous site investigations completed on the property did not analyze for PCBs in the northeastern portion of the property. Based on the unknown timeframe of operations, which may have spanned prior to 1978 (when PCBs were phased out), the potential exists for PCBs to be present at the property.
- Review of historical sources and previous site investigations document the parcel identified as 3045 Broad Street contained at least five USTs containing fuel oil, gasoline, and unknown contents located throughout the parcel. PM was unable to confirm if all of the former USTs were removed from the property and/or if confirmation sampling was completed. No records of UST registration or removal were available. Additionally, previous site investigations completed on the property did not conduct a GPR survey to determine if all former

USTs had been removed. The potential exists for orphan USTs to be present on the property and/or for a release to have occurred from the systems.

3059 Broad Street

- The subject parcel identified as 3059 Broad Street was historically occupied by an electrical light plant or substation with coal house between at least the 1912 and the 2000s. Previous site investigations completed on the property between 2016 and 2020 document soil contamination above Part 201 Cleanup Criteria. Based on these analytical results, the subject property has been identified as a “facility” in accordance with Part 201 of P.A. 451 of the Michigan Natural Resources and Environmental Protection Act (NREPA), as amended.

8090 Grand Street

- The subject parcel identified as 8090 Grand Street was historically occupied by an industrial building between at least 1955 and 2005. The former operations are generally unknown but were likely associated with the east adjoining (8080 Grand Street) and/or former automotive repair operations. The building is known to have been occupied by tucking and excavating operations in at least 1972. Previous site investigations completed on the property in 2002 document soil and groundwater contamination above Part 201 Cleanup Criteria. Additionally, during the time of the previous site investigations, various 55-gallon drums and soil staining were observed. Based on these analytical results, the subject property has been identified as a “facility” in accordance with Part 201 of P.A. 451 of the Michigan Natural Resources and Environmental Protection Act (NREPA), as amended.
- The subject parcel identified as 8090 Grand Street was historically occupied by an industrial building between at least 1955 and 2005 and likely associated with industrial and automotive repair operations on the east adjoining property (8080 Grand Street). Based on PM’s experience with similar properties, the potential exists for USTs to have been located at the property. Previous site investigations completed in 2002 did not conduct a GPR survey to determine if USTs had been located at the property. The potential exists for orphan USTs to be present on the property and/or for a release to have occurred from the systems.

The following adjoining and/or nearby REC has been identified:

- The east adjoining property, identified as 8080 Grand Street, was historically occupied by various body shop or automotive repair operations between at least the 1970s and 2014. Review of historical sources and previous site investigations document operations likely extended onto the subject property parcel 8090 Grand Street. Previous site investigations completed in 2002 document soil impact within one boring along the property boundary; however, no additional sample locations were located to assess the adjoining property. Based on the long-term operations, close proximity (directly adjoining) and documented groundwater flow towards the northwest (towards the subject property), the potential exists that a release has occurred and for additional contamination to have migrated onto the subject property.

PM understands that the subject property will be redeveloped for residential use that includes the construction of a multi-unit residential building and associated infrastructure (i.e., utilities, etc.). Based on the planned redevelopment of the subject property and associated soil excavation activities, additional characterization of soils anticipated to be encountered during excavation activities are required to determine appropriate soil management practices. PM will also collect samples from the concrete foundation of the previous building to determine appropriate handling and disposal practices.

SCOPE OF WORK

The following scope of work is intended to assess the RECs identified in PM’s 2022 Phase I ESA, and further characterize soils that are anticipated to be encountered during redevelopment activities (i.e., building footprint/subgrade parking garage, etc.) based on site plans provided by the client.

PM proposes the following scope of work:

- Conduct a geophysical survey using ground penetrating radar (GPR) to determine the potential presence of orphaned USTs on the subject property and clear the proposed soil boring locations of private subsurface utilities. If anomalies are encountered, possibly indicative of USTs, a hand auger soil boring would be drilled at the anomalies. If evidence of a UST is encountered (i.e., top of UST encountered with a hand auger), it may be necessary to properly close the UST. The cost to remove and sample a potential orphan UST is not included in this proposal.

- Based upon records reviewed within the Phase I ESA, local geology is expected to consist of sand to depths between 2.0 and 10.0 feet below ground surface (bgs), underlain by sandy clay to a depth of 15.0 feet bgs, with groundwater present between 7.0 and 12.0 of the ground surfaces. Based on the RECs identified and/or area or concern, anticipated local geology and depth to groundwater, PM will advance up to 13 soil borings using a Geoprobe® drill rig and/or stainless-steel hand auger to a maximum depth of (20.0) feet below ground surface (bgs). In the event that groundwater is encountered at a depth shallower than 20.0 feet bgs and/or refusal is encountered, soil borings may be terminated prior to reaching the intended terminal depth (i.e., 20.0 feet bgs), if the REC (and/or) area of concern can be appropriately assessed without advancing the borings to 20 feet bgs.
- A Geoprobe® and/or hand auger will be utilized to collect soil samples. Soils will be examined for physical evidence of contamination and classified by a PM field scientist. Soil sample selection will be based upon field screening for the highest PID readings, visual contamination and depths likely to encounter contamination based upon the RECs identified.
- Polyvinyl chloride (PVC) temporary well installation materials will be installed in the annulus of borehole from which groundwater samples are to be collected, if groundwater is encountered in sufficient quantities for sampling. These well materials will be removed from the subject property following completion of the Phase II ESA.
- All soil and groundwater samples will be sealed in appropriate sample containers, placed in ice-packed coolers for transportation, and stored in a refrigerator to await pick-up for laboratory analysis under chain of custody (COC) procedures.
- Soil samples will be collected from each boring and chemically analyzed by an independent laboratory for analysis of volatile organic compounds (VOCs), polynuclear aromatic compounds (PNAs), polychlorinated biphenyls (PCBs), and Michigan Ten Metals (arsenic, barium, cadmium, chromium, copper, lead, mercury, selenium, silver, and zinc), or some combination thereof. Groundwater samples, if groundwater is encountered, will also be collected for laboratory analysis of some combination of the aforementioned parameters. However, the Michigan Department of Environment, Great Lakes, and Energy (EGLE) Cleanup Criteria for Response Activity (R299.1 through 299.50) states that PCBs are "Not Likely to Leach" to groundwater; therefore, groundwater samples will not be analyzed for PCBs.
- Waste Characterization soil samples will be collected from select borings and chemically analyzed by an independent laboratory for Toxic Characteristic Leachate Procedure (TCLP) VOCs, TCLP semi-volatile organic compounds (SVOCs), TCLP RCRA 8 metals, and PCBs to determine appropriate soil management practices and/or facilitate landfill disposal approval.
- Waste Characterization concrete samples will be collected from select locations and chemically analyzed by an independent laboratory for TCLP VOCs, TCLP SVOCs, TCLP RCRA 8 metals, and PCBs to determine appropriate concrete management practices and/or facilitate landfill disposal approval.
- PM will complete a BEA and DDCC for the subject property and include prior subsurface investigations and the current investigation findings.

BEA Process Explained

The objective of a BEA is to evaluate existing environmental conditions at the time of purchase, occupancy, or foreclosure of any property identified as a "facility" or "site" (i.e., contaminated). Parts 201 and 213 of NREPA, PA 451 of 1994, as amended, provide certain liability protections to a person who becomes an owner or operator of Part 201 contaminated "facility" on or after June 5, 1995 and March 16, 1996 for a Part 213 (leaking UST regulations) contaminated "site" (the effective date of the amendments to the law).

For the BEA to be used as a basis for an exemption of liability, it must be completed prior to or within 45 days of purchase, occupancy, or foreclosure and submitted to EGLE within six months of purchase, occupancy, or foreclosure. If clients closing is delayed, PM is not responsible to complete follow-up correspondence after completion of the project. It is the client's responsibility to sign the BEA submittal form and submit along with the BEA to EGLE within this timeline. PM will provide the submittal form with the environmental professional signature executed by PM to the client. PM, as a courtesy, will offer to hand deliver or send certified mail upon completion if authorized to do so but the submittal is ultimately the responsibility of the client.

Based upon the concentrations and/or location of site contaminants, additional site investigation outside of this scope of work may be required to satisfy the requirements of the BEA and DDCC in accordance with Part 201 of NREPA, PA 451 of 1994, as amended. PM will advise the client, once the analytical results are received and evaluated, on whether additional investigation is necessary.

Although a BEA will provide liability protection from existing contamination, an owner of a property that is a "facility" or "site," must exercise due care, including the following.

1. Undertake measures to prevent exacerbation.
2. Exercise due care by undertaking response activity necessary to mitigate unacceptable exposure to hazardous substances, mitigate fire and explosion hazards due to hazardous substances, and allow for the intended use of the subject property in a manner that protects the public health and safety.
3. Take reasonable precautions against the reasonably foreseeable acts or omissions of a third party and the consequences that could result from those acts or omissions.
4. Provide reasonable cooperation, assistance, and access to the persons that are authorized to conduct response activities at the facility, including the cooperation and access necessary for the installation, integrity, operation, and maintenance of any complete or partial response activity at the subject property.
5. Comply with any land use or resource use restrictions established or relied on in connection with the response activities at the subject property.
6. Not impede the effectiveness or integrity of any land use or resource restriction employed at the subject property in connection with response activities.

As indicated in the Scope of Work section above, since the subject property is classified as a "facility" and a "site", PM will prepare a DDCC that documents the activities necessary to maintain compliance with the due care obligations listed above.

COST TABLE

Field Activities	
Ground Penetrating Radar Survey	$4,000
Drilling and operations (13 soil borings)	$11,500
Laboratory Analytical	
Laboratory Analysis of up to 18 soil and/or groundwater samples for VOCs, PNAs, PCBs, MI-10 metals, or some combination thereof	$5,090
Laboratory Analysis of five soil samples for TCLP VOCs, TCLP SVOCs, TCLP RCRA 8 Metals, and PCBs	$2,950
Laboratory Analysis of five concrete samples for TCLP VOCs, TCLP SVOCs, TCLP RCRA 8 Metals, and PCBs	$2,950
Project Management and Reporting	
Prepare a BEA	$4,000
Prepare a DDCC	$3,500
TOTAL LUMP SUM COSTS	**$33,990**

A 50% down payment is required prior to initiating the Phase II ESA. The balance is due upon completion of services/production of written documentation. If the deposit is not received within 3 business days of engagement, the project will be placed on hold and completion dates adjusted accordingly. Further information about the deposit is included on the Acceptance of Proposal page of this proposal.

SCHEDULE

Activity	Turnaround Time*
Schedule and complete field activities	20-30 business days
Request clearing of public utilities with the state one-call center	3 business days prior to scheduled field activities
Standard turnaround of laboratory analytical results	7-10 business days from final day of field activities
Data evaluation and preparation of either a Phase II ESA Report or BEA and DDCC	15-20 business days after receipt of analytical results
Submittal of BEA Report to EGLE (client's responsibility)	Within 6 months of closing

***The turnaround times and costs included above are contingent on engagement within 7 business days of the proposal date. Turnaround times and costs can change and if not engaged within 7 business days, it may be necessary for PM to provide a new proposal with updated turnaround times and costs.**

ASSUMPTIONS AND CLIENT RESPONSIBILITY

- PM will include an electronic copy of the report within the lump sum fee. PM can provide one hard copy of the report within the lump sum fee, at the request of the client. Additional hard copies of the report can be provided for an additional $100 per copy at the request of the client.
- The scope herein includes up to two hours of consultation after the final report has been submitted to the client. Additional time for consultation services will be billed on a time and materials basis.
- It's the client's responsibility to provide PM with their anticipated timeline for becoming the owner and/or operator of the subject property. As discussed in this proposal, a BEA may be prepared in lieu of a Phase II ESA if the subject property is classified as a "facility/site" and the client anticipates becoming the owner and/or operator within All Appropriate Inquiry (AAI) timing requirements (i.e., within 6 months of specific components within the Phase I ESA). However, if an extended timeline for becoming the owner and/or operator of a "facility/site" is anticipated, completion of a Phase II ESA may be recommended instead, followed by later completion of a Phase I ESA Update (or a new Phase I ESA if the timeline for completing a Phase I Update has been exceeded), BEA, and DDCC under a change order.
- The current owner will be cooperative in providing site access and allow soil borings to be advanced on the subject property and within the subject building.
- Note that if polychlorinated biphenyls are detected in soil or groundwater on the subject property, which are regulated under Title 40 Code of Federal Regulations, Chapter I, Subchapter R-Toxic Substance Control Act (TSCA), Subpart 761 (40 CFR 761), a BEA will not provide liability protection or negate the purchaser's responsibility for obligations and cleanup under TSCA.
- Note that if contamination at the subject property is determined to be subject to corrective action under the federal Resource Conservation and Recovery Act (RCRA) or Michigan Part 111, a BEA will not provide liability protection or negate the purchaser's responsibility for obligations and cleanup under RCRA or Part 111.
- Property access must be granted to allow PM's employees freedom of movement to perform all necessary on-site tasks. Our GPR units are relatively equivalent to a push lawn mower in size and physical shape. The same limitations of terrain and accessibility existing with a lawn mower would apply to the GPR unit. All areas

to be scanned must be dry and free of debris, tall vegetation and snow in advance of the technician arriving on site. All site preparation is by others and not included in this quote. Traffic control, permits, scaffolding, etc. is the responsibility of others. PM makes no warranty that the targets marked are the only potential targets located in the area of investigation.

- Please note that if petroleum hydrocarbon concentrations are identified in soil, additional laboratory analysis of Diesel Range Organics (DRO) and/or Gasoline Range Organics (GRO) may be required in accordance with the June 2014 *EGLE Non-Aqueous Phase Liquid (NAPL) Characterization, Remediation, and Management for Petroleum Releases Resource Materials document.* PM will notify the client if the additional analysis is necessary and will issue a change order for the associated analytical fees.
- Assumes a legal survey is not required. If the property meets any of the following criteria a legal survey will be required: the property is greater or less than the legal property description(s); or if the property description is complex, has recently changed, includes multiple parcels, or other situations where the exact property the BEA covers may be an issue when relying on the BEA for liability protection in the future.
- The generic volatilization to indoor air inhalation criteria in Michigan are based upon several default assumptions (homogenous soils, depth of groundwater, building construction, etc.), which may not be representative of subject property conditions. For locations where generic volatilization to indoor air inhalation criteria do not apply, a request to EGLE to develop site-specific volatilization to indoor air criteria (VIAC) must be made, or site-specific criteria can be developed independently and submitted to EGLE for approval prior to use.

Timelines/schedules for EGLE VIAC development requests and/or approvals of plans, reports, or site-specific criteria submitted to EGLE cannot be guaranteed by PM.

Services Not Included

Any document review outside of the records review noted above, meetings and consultations or report revisions by third parties will be billed when requested on a time and materials basis at PM's current billing rates. Overnight Delivery Costs will be billed at cost plus 15%.

TERMS AND CONDITIONS

These Terms and Conditions, including any Additional Provisions which are or may become applicable to the services described in the Proposal dated December 6, 2022, shall also be incorporated by reference into any agreement under which services are to be performed by PM for the client.

1. **PARTIES & SCOPES OF SERVICES:** (a) "PM" means the company or its division, subsidiary, subcontractor or affiliate performing the work. This "Agreement" consists of PM's Proposal, PM's Standard Billing Rates and these Terms and Conditions. "Client" means the person or entity ordering the work to be done by PM. If Client is ordering the work on behalf of another, Client represents and warrants that Client is the authorized agent of the party for the purpose of ordering and directing the work and in such case the term "Client" also includes the principal for whom the work is being performed. (b) The services that PM will provide are specifically described in the **Proposal dated December 6, 2022.**
2. **PERFORMANCE**: PM will conduct services under this Agreement in a manner consistent with that level of care and skill ordinarily exercised by members of PM's profession currently practicing in the same locality under similar conditions where such services are performed. **PM MAKES NO OTHER WARRANTY, GUARANTEE, OR CERTIFICATION, EXPRESSED OR IMPLIED, WITH RESPECT TO ANY SERVICES PERFORMED. PM SHALL NOT BE LIABLE FOR ANY CLAIM, DAMAGE, COST OR EXPENSE, INCLUDING ATTORNEY FEES, OR OTHER LIABILITY OR LOSS NOT CAUSED BY THE NEGLIGENCE OR WILLFUL MISCONDUCT OF PM**.
3. **TERMINATION**: This Agreement may be terminated by either party, with or without cause, by providing ten (10) days prior written notice to the non-terminating party. In the event of termination, PM shall be paid all costs and fees for all work authorized and performed as of the effective date of termination, plus any additional charges agreeable to Client, to cover any final work necessary to bring ongoing work to a logical conclusion. Any rights provided by this Section are in addition to all other rights and remedies that belong to either party.
4. **PAYMENT**: The lump sum is due upon completion of services/production of written documentation. PM shall bill for services rendered and reimbursable costs incurred on a monthly basis. Each invoice shall be due upon receipt. Invoices over thirty (30) days past due will be charged a service charge at the rate of One and One-half percent (1½%) per month on the unpaid balance. PM may, after ten (10) days written notice to Client, suspend performance of services until all past due amounts are paid.
5. **INDEMNITY**: Client shall indemnify, protect and hold PM and its officers, directors, shareholders, and agents harmless from and against all liability, claims, demands, losses, damages, expenses and costs (including reasonable attorney fees), related in any way to PM's performance of services under this Agreement; provided, however, that Client shall not be obligated to indemnify PM and its officers, directors, shareholders, and agents for any injury or damage caused by the negligence or willful misconduct of PM. PM shall indemnify, protect and hold Client harmless from and against all liability, claims, demands, losses, damages, expenses, and costs which are the result of the negligence or willful misconduct of PM, subject to all limitations, exceptions and exclusions in this Agreement.
6. **HAZARDOUS MATERIALS:** Client acknowledges that PM and its subcontractors have played no role in the generation, disposal, release or threat of release of any substance, waste, compound or material ("Hazardous Materials"). PM shall not assume the status of generator, transporter, or

disposal facility or as one who stores or treats under the Resource Conservation and Recovery Act ("RCRA") or any federal, state, or local statute or regulation. Client assumes full responsibility for compliance with RCRA and all other laws governing the generation, transporting, handling, treatment, storage and disposal of Hazardous Materials.

7. **ACCESS TO SITE:** Client will provide access to each site upon which PM will perform its work. If work is required on a site not owned by Client, Client represents and warrants that Client has obtained all necessary permission, in writing, for PM to enter the site and conduct its work. Client shall, upon request, provide PM with evidence of such permission as well as acceptance of the other terms and conditions set forth by Client(s) and tenant(s), if applicable, of such site(s) in a form acceptable to PM. Any work performed by PM with respect to obtaining permission to enter upon and do work on the lands of others, as well as any work performed by PM pursuant to this Agreement, shall be deemed as being done on behalf of Client and Client agrees to assume all such risks.
8. **CLIENT'S DUTY TO NOTIFY**: Client shall provide PM with all information in Client's possession required for PM to perform its work and represents and warrants that it has advised PM in writing of any known or suspected Hazardous Materials and subsurface tanks, utilities, objects, structures, lines, or other improvements located at, on or under any site at which PM is to do work. PM shall be responsible for contacting the public utility marking system that services the area. PM may request that the Client, prior to PM initiating field activities, have marked by appropriate utility or other companies the location of all private underground utilities, USTs, piping, and other improvements and to provide a knowledgeable person on-site at the time of PM's activities to identify said utilities and improvements. PM shall not be liable for any consequences of inaccurate or incomplete information supplied or withheld by Client, governmental agencies or third parties. Client shall indemnify, defend and hold harmless PM from and against all liability related to damage to underground utilities or improvements, except those caused by the sole and gross neglect of PM.
9. **LIMITATIONS/ASSUMPTION OF RISK**: Information obtained from inspections, analysis and testing of sample materials is considered evidence with respect to the detection, quantification and identification of pollutants, but any inference or conclusion based thereon is an opinion based upon engineering judgment and shall not be construed as a representation of fact. Groundwater levels and composition may vary due to seasonal and climatological changes and extrinsic conditions and pollutants may or may not be found to exist at a specific time of inspection. Client understands that, due to intervening causes such as natural groundwater flows or human intervention, such sampling and analysis may indicate the presence of contamination. There is a risk that sampling techniques may themselves result in contamination of certain subsurface areas such as when a probe or boring device moves through a contaminated area linking it to an aquifer or other medium not previously contaminated and capable of transporting pollutants. **BECAUSE SUCH RISKS ARE UNAVOIDABLE AND BECAUSE THE SAMPLING TECHNIQUES TO BE EMPLOYED ARE A NECESSARY ASPECT OF PM'S WORK ON CLIENT'S BEHALF, CLIENT AGREES TO ASSUME THESE RISKS, except those caused by PM's negligence or willful misconduct.** The discovery of certain pollutants may make it necessary for PM to take immediate measures to protect human health and safety. PM shall notify Client as soon as reasonably possible should such pollutants be suspected or discovered. Client agrees to reimburse PM for the reasonable cost of implementing such measures under the circumstances.
10. **SAMPLE DISPOSAL AND INVESTIGATION DERIVED WASTES**: Samples removed from the site by PM may, upon completion of testing, be disposed by PM or its subcontracted laboratory in an approved manner. PM may discard samples immediately after collection. Upon request, samples can be shipped (shipping charges collected) or stored at the rate indicated in PM's then-current standard fee schedule. Unless otherwise agreed in writing, investigation derived waste known at the time to be contaminated will be placed in containers, labeled and left on the site for disposition by Client. If Client asks PM to arrange for transport and disposal, Client will reimburse PM for the cost thereof.
11. **LIMITATION OF LIABILITY**: In recognition of the relative risks, rewards and benefits of the project to both the Client and PM, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, **TO LIMIT PM'S LIABILITY FOR ANY AND ALL CLAIMS, LOSSES, COSTS, DAMAGES, OR EXPENSES FROM ANY CAUSE OR CAUSES ARISING OUT OF THIS AGREEMENT SO THAT THE TOTAL AGGREGATE LIABILITY OF PM SHALL NOT EXCEED $50,000 OR PM'S TOTAL FEE FOR SERVICES RENDERED ON THIS PROJECT, WHICHEVER IS GREATER.** Such causes include, but are not limited to, negligence, professional errors or omissions, strict liability, and breach of contract or warranty.
12. **WITNESS FEES**: PM's employees shall not be retained as expert witnesses except by separate, written agreement. Client shall pay PM pursuant to PM's then current fee schedule for any PM employee subpoenaed by any party as an occurrence or material witness as a result of PM's work.
13. **ENTIRE AGREEMENT**: This Agreement contains the entire understanding between the parties. Client acknowledges that no representations, warranties, undertakings or promises have been made other than those contained in this Agreement. This Agreement may be amended, modified or terminated only by a written instrument signed by Client and PM.
14. **SEVERABILITY**: In the event that any provision of this Agreement shall be deemed invalid or unenforceable, the other provisions shall remain in full force and effect and binding upon the parties.
15. **SURVIVAL**: All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between the Client and PM shall survive the completion of services and the termination of this Agreement.
16. **FORCE MAJEURE:** If PM is delayed or prevented from completing its work by reason or acts of God, strikes, lockouts, labor troubles, inability to procure labor or materials, fire, accident, riot, civil commotion, laws or regulations of general applicability, acts of Client, or other cause without its fault and beyond its control (financial inability excepted), completion will be excused for the period of the delay and the period for completion will be extended for a period equal to the period of such delay. If PM is required to delay any part of its work to accommodate the requests or requirements of Client, regulatory agencies, or third parties or due to any causes beyond the direct reasonable control of PM, additional charges shall be assessed with Client's written approval.
17. **GOVERNING LAW**: This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan. Any disputes shall be resolved in the court residing in Ingham County, Michigan.
18. **WRITTEN NOTICE**: Written notice shall be deemed to have been duly served if delivered in person to the individual or a member of the entity or to an officer of the corporation for which it was intended, or if delivered at or sent by registered or certified mail to the last business address known to the party giving notice.
19. **PRECEDENCE OF CONDITIONS**: Should any conflict exist between these Terms and Conditions and any other document, including the Proposal, Additional Provisions, work authorization, purchase order, confirmation, or invoice, these Terms and Conditions shall prevail, unless the parties expressly agree otherwise in writing.
20. **CONFIDENTIALITY:** PM shall consider all work performed for the Client, and all results of that work, including, but not limited to, any reports or test results, as well as any and all information provided to PM in connection with this Agreement ("confidential information") as confidential to the Client, to be shared only with the Client, and the Client's legal counsel. Notwithstanding the above, PM may comply with all judicial orders or governmental directives and federal, state, and local laws, rules, regulations and ordinances which mandates reports to appropriate public agencies of PM's knowledge or findings; provided, however, that if PM determines that it is required to disclose confidential information, it shall notify the Client prior to disclosure.
21. **RELIANCE BY THIRD PARTIES:** Any written documents, including but not limited to data, reports, findings, summaries or recommendations, prepared by PM for the Client in the course of performing the services under this Agreement may not be relied upon by any person or entity other than the Client without PM's prior written consent.

ACCEPTANCE OF PROPOSAL

PM has presented this proposal for your acceptance. Your acceptance of this proposal indicates that the terms, conditions, and provisions of this proposal are understood, including payment to PM upon receipt of the invoice, unless specifically arranged or otherwise in writing. The terms, conditions, and provisions of this proposal are for the client that the proposal is addressed to in the header. If a different client executes the proposal, PM retains the right to update the terms, conditions, and provisions of the proposal and request re-authorization. Of course, should you wish to discuss the terms and conditions of this proposal, we would be pleased to do so at your earliest convenience. Please initial each page in the boxes provided, complete the acknowledgement section below, and return it to our attention. PM requires written authorization to proceed prior to commencing a project.

Client Provided Information for BEA	
Earliest date of purchase, occupancy, or ownership through foreclosure (if known)	
Entity name which will be on property title and/or which will occupy property	
If a separate entity will own the property and operate on the property, and you would like liability protection for both entities, please include occupant name also. Each additional entity will require a separate BEA, and PM will provide the client with a change order for the additional reporting.	
Submittal of BEA Report to EGLE (client's responsibility) within 6 months of closing (initial to acknowledge client understanding of requirement)	

TOTAL ESTIMATED PROJECT COST BASED ON SCOPE OF WORK
$33,990

A 50% down payment will be required before initiating work. The balance is due upon completion of services/production of written documentation. If the deposit is not received within 3 business days of engagement, the project will be placed on hold and completion dates adjusted based on the date the deposit is received.

DEPOSIT INFORMATION
Deposits checks or money orders can be made out to PM Environmental and mailed to 3340 Ranger Road, Lansing, Michigan 48906, Attn: Accounts Receivable. Please include the subject property address in your correspondence.
Deposits can also be paid by credit card by calling us at 800-313-2966. Credit cards are subject to a 3% processing fee.

Should a project change status at any time during the billing stage then the following conditions apply:

- If the project is canceled/placed on hold prior to the completion of field work, time and material (T&M) will be billed to the client.
- If the project is canceled/placed on hold after the completion of field work but prior to samples being submitted to the laboratory, then 100% of the field work cost is owed and T&M of the project management/reporting cost is owed.

- If the project is canceled/placed on hold after the completion of field work and after the samples have been submitted to the laboratory, then 100% of the field work cost and 100% of the laboratory analytical cost is owed and T&M of the project management/reporting cost is owed.
- If the project is canceled/placed on hold prior to finalizing the report, then 100% of the total project fee is owed.

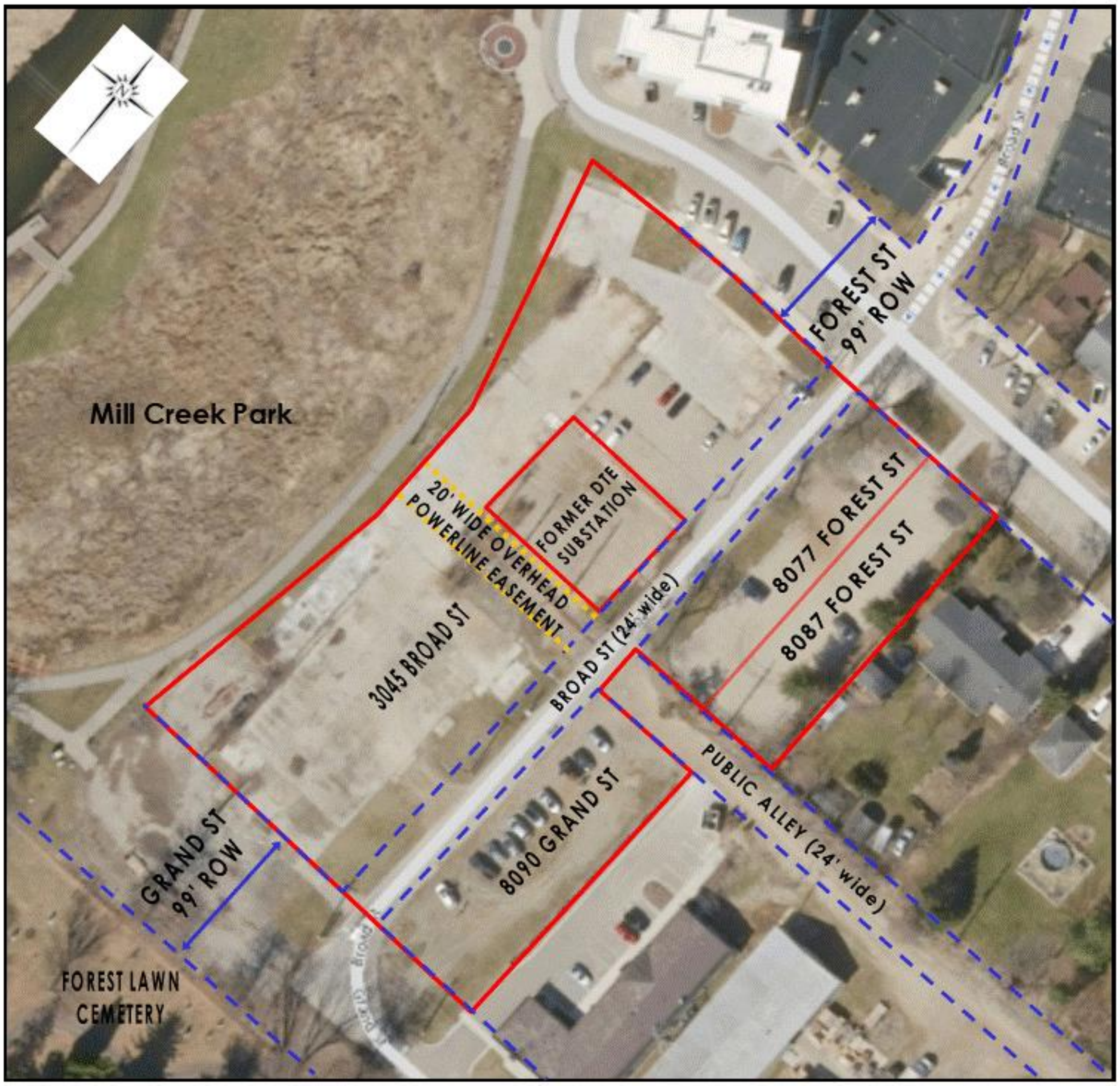
ACKNOWLEDGEMENT AND AUTHORIZATION TO PROCEED			
Company Name			
Authorized Person Name		Federal Tax I.D. Number	
Title		Phone Number	
Signature		Date	
Mailing Address			
Billing Contact (if different than above; Name, Phone, Email and Address)			

PM looks forward to assisting you with this project. Please contact us at 800-313-2966 or email at Nick.Lieder@pmenv.com with any questions related to the project or this proposal.

Sincerely,
PM ENVIRONMENTAL

Nicholas Lieder
Regional Manager – Site Investigation Services

Attachment B



3045 Broad St & the former DTE Substation (3059 Broad) parcels are owned by the DDA.
8087/8077 Forest St and 8090 Grand St are owned by the DDA.
8090 Grand St is owned by the City of Dexter.

WCBRA Financial Report - December 2022

Project	Maple Shoppes	Michigan Inn	Zingerman's	Arbor Hills	618 S. Main	Jiffy Warehouse/140 Buchanan	544 Detroit	Packard Square	Water Street	Kingsley Condos - 221 Felch	615 S. Main -A2	Grand View Commons-Dexter	1140 Broadway-A2	Thompson Block	309 N. Ashley	Broadway Park-Roxbury	Maple Oaks-Saline
			Developer Reimbursement Complete														
Project Parameters																	
***Brownfield Plan - Total Approved Elig Activities**	$ 1,209,027.00	$ 655,640.00	$ 1,233,937.00	$ 5,400,000.00	$ 4,628,636.00	$ 580,676.00	$ 698,773.00	$ 3,582,222.00	$ 22,874,634.00	$ 5,109,420.00	$ 4,489,510.00	$ 3,370,613.00	$ 13,159,069.00	$ 1,651,241.00	$ 2,739,022.00		$ 781,957.00
Brownfield Plan - Maximum Developer Reimbursement	$ 1,010,042.00	$ 569,414.00		$ 5,400,000.00						$ 4,000,000.00				$ 1,332,613.00	$ 2,039,022.00		$ 550,000.00
Actual Approved Eligible Activity Expenses	$ 1,010,042.00	$ 397,839.13	$ 600,218.85	$ 4,384,556.00	$ 2,726,826.00	$ 298,463.97	$ 383,368.00	$ 3,431,092.00		$ 4,000,000.00	$ 2,609,663.57	$ 1,552,678.00	$ 6,787,385.93	$ 975,696.00	$ 1,876,130.05		$ 68,267.50
Approved Eligible Activity Expense Reimbursed to Date	$ 715,592.41	$ 397,839.13	$ 257,929.41	$ 4,230,383.96	$ 1,452,203.00	$ 298,463.97	$ 168,770.92	$ 3,431,092.00		$ 2,400,545.77	$ 2,609,663.57	$ 350,480.29	$ 3,256,855.22	$ 21,402.62	$ 22,885.43		$ 68,267.50
Remaining Approved Eligible Activity Expenses	$ 294,449.59	$ -	$ 342,289.44	$ 154,172.04	$ 1,274,623.00	$ -	$ 214,597.08	$ -	$ -	$ 1,599,454.23	$ -	$ 1,202,197.71	$ 3,530,530.71	$ 954,293.38	$ 1,853,244.62	$ -	$ -
Approved Interest to be Reimbursed	$ 41,282.00	$ 36,964.00	$ 212,171.16	$ 1,015,444.00	$ 457,335.21	$ -	$ 67,833.69	$ 53,331.18				$ 213,705.45					
Interest Reimbursed to Date		$ 35,117.00						$ 53,331.18									
Remaining Interest to be Reimbursed	$ 41,282.00	$ 1,847.00	$ 212,171.16	$ 1,015,444.00	$ 457,335.21		$ 67,833.69	$ -				$ 213,705.45					
Project Financial Activity																	
12/31/21 Fund Balance	$ -	$ -	$ 5,000.00	$ -	$ -		$ 5,000.00		$ 156,495.82	$ -	$ 77,639.00	$ 118,713.82	$ -	$ 6,876.68	$ -	$ 1,574.03	$ -
TOTAL 2022 REVENUES																	
Application Fee	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
Interest Revenue*																	
TIF Revenue/Capture	$ 82,301.95	$ 16,993.77	$ 28,587.46	$ 585,700.33	$ 269,055.05	$ 60,803.50	$ 33,014.37		$ 34,137.70	$ 1,006,265.80		$ 248,437.22	$ 1,457,852.54	$ 15,341.94	$ 145,284.74	$ 2,101.85	$ 60,209.60
Total Revenues	$ 82,301.95	$ 16,993.77	$ 28,587.46	$ 585,700.33	$ 269,055.05	$ 60,803.50	$ 33,014.37	$ -	$ 34,137.70	$ 1,006,265.80	$ -	$ 248,437.22	$ 1,457,852.54	$ 15,341.94	$ 145,284.74	$ 2,101.85	$ 60,209.60
2022 EXPENDITURES																	
Certified Expense Reimbursement	$ 79,112.95	$ 1,847.00	$ 16,385.18	$ 533,269.33	$ 245,121.05	$ -	$ 28,499.37	$ -	$ -	$ 875,350.80		$ 332,490.04	$ 1,379,283.67	$ 21,402.62	$ 142,995.74	$ -	$ 18,704.31
Administrative Fee Transfer	$ 3,189.00	$ 1,847.00	$ 3,089.00	$ 52,431.00	$ 23,934.00	$ 6,368.00	$ 2,596.00		$ 3,100.00	$ 84,680.00		$ 8,977.00	$ -	$ -	$ 2,289.00	$ -	$ -
LBRF Revenue or Deposit	$ -	$ 13,299.77	$ 5,097.00	$ -	$ -	$ 47,195.00	$ -		$ -	$ -		$ -	$ 45,573.87	$ -	$ -	$ 81.62	$ 2,548.00
State of MI Brownfield Fund (Approved after 2014)						$ 7,240.50	$ 4,111.00		$ 2,584.50	$ 93,929.50	$ 77,402.50	$ 25,684.00	$ 108,953.50	$ 2,689.00	$ -	$ 89.50	$ 3,570.00
Total Expenditures	$ 82,301.95	$ 16,993.77	$ 24,571.18	$ 585,700.33	$ 269,055.05	$ 60,803.50	$ 35,206.37	$ -	$ 5,684.50	$ 1,053,960.30	$ 77,402.50	$ 367,151.04	$ 1,533,811.04	$ 24,091.62	$ 145,284.74	$ 171.12	$ 24,822.31
Misc Refund																	
Current Brownfield Account Balance	$ -	$ -	$ 9,016.28	$ -	$ -	$ -	$ 2,808.00	$ -	$ 184,949.02	$ (47,694.50)	$ 236.50	$ -	$ (75,958.50)	$ (1,873.00)	$ -	$ 3,504.76	$ 35,387.29

***** *Includes Admin and LBRF Funds*

Balance due to SET Invoicing from State

Total of all 2021 CY TIF Reimburse Transfers	$ 3,491,359.39			
Total 2022 CY LBRF CAPTURE	$ 113,795.26			
Total of all CY 2022 Admin Transfers (from 2021 TY)	**$ 192,500.00**	**16 Active Projects**		
Total of all CY 2019 Admin Transfers	$ 165,000.00	15 Active Projects		
Total of all CY 2018 Admin Transfers	$ 164,999.72	15 Active Projects		
Total of all CY 2017 Admin Transfers	$ 164,113.00	15 Active Projects		
Total of all CY 2016 Admin Transfers	$ 150,739.88	ACCOUNT BALANCES SUMMARY		
Total of all CY 2015 Admin Transfers	$ 114,437.35	Admin Fund Cash Reserves as of 9-30-22*	**$**	**143,831**
Total of all CY 2014 Admin Transfers	$ 87,198.19	LBRF Interest earned since 2017 as of 1-10-22 (inc. in bal. below)	**$**	**63,221**
2022 LBRF Capture Running Current Yr Total	$ 113,795.26	LBRF Balance as of 8-25-22	**$**	**2,746,000**

TRANSACTION APPROVALS REQUESTED

PROJECT

	Total TIF Capture		State 3 Mill Payment	LBRF	Developer Reimbursement
Grand Total	$ -	$ -	$ -	$ -	$ -