

DELHI CHARTER TOWNSHIP BROWNFIELD REDEVELOPMENT AUTHORITY MEETING

Meeting location – Holt Community Center

4410 Holt Road, Holt, MI

Tuesday, May 28, 2019

Immediately following DDA Board Meeting

AGENDA

Call to Order

Roll Call

Comments from the Public

ANYONE WISHING TO COMMENT ON ANY MATTER NOT ON THE AGENDA MAY DO SO AT THIS TIME. PERSONS ADDRESSING THE BOARD MUST STATE THEIR NAME AND ADDRESS FOR THE RECORD AND WILL BE GIVEN FOUR (4) MINUTES.

Set/Adjust Agenda

Business

1. MSUFCU EGLE Brownfield Grant Agreement
2. Agreement in Support of Brownfield Grant Contract -- MSUFCU

Limited Comments

MEMBERS OF THE PUBLIC MAY TAKE THE OPPORTUNITY TO ADDRESS THE BOARD REGARDING ANY ITEM ON THE AGENDA AT THE TIME SUCH ITEM IS OPEN FOR DISCUSSION BY THE BOARD. ANYONE WISHING TO COMMENT ON ANY MATTER NOT ON THE AGENDA MAY DO SO AT THIS TIME.

Adjournment



**DELHI CHARTER TOWNSHIP
DOWNTOWN DEVELOPMENT AUTHORITY**

4410 HOLT RD, HOLT, MI 48842
TELEPHONE (517) 699-3866
FACSIMILE (517) 699-3878
www.delhidda.com

Date: May 21, 2019

To: BRA Board Members

From: C. Howard Haas, Executive Director

Re: MSUFCU EGLE Brownfield Grant Agreement

Earlier this year, we applied for a Michigan Department of Environment, Great Lakes, and Energy (EGLE) Grant for due care implementation to address the soil and groundwater contamination for the Michigan State University Federal Credit Union project. Specifically, the grant funds will be used for the removal of contaminated soils and groundwater. On May 6, 2019, we were notified that our application was approved. The Remediation and Redevelopment Division has subsequently provided us with the attached agreement for a grant in the amount of \$370,000.

Recommended Motion: I move to approve the Brownfield Grant Agreement between the Michigan Department of Environment, Great Lakes and Energy and the Delhi Charter Township Brownfield Redevelopment Authority for the Michigan State University Federal Credit Union project.



BROWNFIELD GRANT AGREEMENT
BETWEEN THE
MICHIGAN DEPARTMENT OF
ENVIRONMENT, GREAT LAKES, AND ENERGY
AND THE DELHI CHARTER TOWNSHIP BROWNFIELD
REDEVELOPMENT AUTHORITY

This Grant Agreement ("Agreement") is made between the Michigan Department of Environment, Great Lakes, and Energy, Remediation and Redevelopment Division (hereafter "State"), and Delhi Charter Township Brownfield Redevelopment Authority (hereafter "Grantee").

The purpose of this Agreement is to provide funding in exchange for work to be performed for the project named below. The State is authorized to provide grant assistance pursuant to the funding sources identified in Appendix A. This Agreement is subject to the terms and conditions specified herein.

Project Name: **Michigan State University Federal Credit Union**

Location Code: **7G06**

Amount of Grant: **\$370,000**

Start Date: **Date executed by the State**

Tracking Code: **2019-2389**

End Date: **Two years after Start Date**

GRANTEE CONTACT:

Name/Title

Lori Underhill,
Assistant Executive Director

Organization

Delhi Charter Township Brownfield Redevelopment
Authority

Address

4410 Holt Road
Holt, Michigan 48842

Telephone number

517-699-3866

E-mail address

Lori.Underhill@delhitownship.com

Federal ID number

38-6019639

STATE'S CONTACT:

Name/Title

Janet Michaluk,
Brownfield Coordinator

Division

Remediation and Redevelopment Division

Address

Constitution Hall, South Tower, 1st Floor
525 West Allegan Street
P.O. Box 30426
Lansing, Michigan 48909

Telephone number

517-643-0314

E-mail address

michalukj@michigan.gov

The individuals signing below certify by their signatures that they are authorized to sign this Grant Agreement on behalf of their agencies, and that the parties will fulfill the terms of this Agreement, including any attached appendices, as set forth herein.

FOR THE GRANTEE:

C. Howard Haas, Executive Director
Delhi Charter Township Brownfield Redevelopment
Authority

Date

FOR THE STATE:

Susan Leeming, Director
Remediation and Redevelopment Division
Michigan Department of Environment, Great Lakes,
and Energy

Grant Execution Date / Agreement Start Date
Agreement End Date is two years after this date

I. PROJECT SCOPE

This Agreement and its appendices constitute the entire Agreement between the State and the Grantee and may be modified only by written agreement between the State and the Grantee.

(A) The scope of this project is limited to the activities specified in Appendix A and such activities as are authorized by the State under this Agreement. Any change in project scope requires prior written approval in accordance with Section III, Changes, in this Agreement.

(B) By acceptance of this Agreement, the Grantee commits to complete the project identified in Appendix A within the time period allowed for in this Agreement and in accordance with the terms and conditions of this Agreement.

II. AGREEMENT PERIOD

Upon signature by the State, the Agreement shall be effective from the Start Date until the End Date on page 1. The State shall have no responsibility to provide funding to the Grantee for project work performed except between the Start Date and the End Date specified on page 1. Expenditures made by the Grantee prior to the Start Date or after the End Date of this Agreement are not eligible for payment under this Agreement.

III. CHANGES

Any changes to this Agreement other than budget line item revisions less than 20 percent of the total Agreement amount shall be requested by the Grantee or the State in writing and implemented only upon approval in writing by the State. The State reserves the right to deny requests for changes to the Agreement or to the appendices. No changes can be implemented without approval by the State.

IV. GRANTEE DELIVERABLES AND REPORTING REQUIREMENTS

The Grantee shall submit deliverables and follow reporting requirements specified in Appendix A of this Agreement.

(A) The Grantee must complete and submit quarterly progress reports according to a form and format prescribed by the State and must include supporting documentation of eligible project expenses. These reports shall be due according to the following:

Reporting Period	Due Date
January 1 – March 31	April 30
April 1 – June 30	July 31
July 1 – September 30	Before October 15*
October 1 – December 31	January 31

*Due to the State's year-end closing procedures, there will be an accelerated due date for the report covering July 1 – September 30. Advance notification regarding the due date for the quarter ending September 30 will be sent to the Grantee. If the Grantee is unable to submit a report in early October for the quarter ending September 30, an estimate of expenditures through September 30 must be submitted to allow the State to complete its accounting for that fiscal year.

The forms provided by the State shall be submitted to the State's contact at the address on page 1. All required supporting documentation (invoices, proof of payment, etc.) for expenses must be included with the report.

(B) The Grantee shall provide a final project report in a format prescribed by the State. The Grantee shall submit the final status report, including all supporting documentation for expenses, along with the final project report and any other outstanding products within 30 days from the End Date of the Agreement.

(C) The Grantee must provide electronic copies of all products and deliverables in accordance with Appendix A.

(D) All products shall acknowledge that the project was supported in whole or in part by the State, per the guidelines provided by the program.

(E) If 15 percent (15%) or more of the grant amount is expended in a single quarter, payment requests may be submitted once monthly during that quarter.

V. GRANTEE RESPONSIBILITIES

(A) The Grantee agrees to abide by all applicable local, state, and federal laws, rules, ordinances, and regulations in the performance of this grant.

(B) All local, state, and federal permits, if required, are the responsibility of the Grantee. Award of this grant is not a guarantee of permit approval by the State.

(C) The Grantee shall be solely responsible to pay all applicable taxes and fees, if any, that arise from the Grantee's receipt or execution of this grant.

(D) The Grantee is responsible for the professional quality, technical accuracy, timely completion, and coordination of all designs, drawings, specifications, reports, and other services submitted to the State under this Agreement. The Grantee shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in drawings, designs, specifications, reports, or other services.

(E) The State's approval of drawings, designs, specifications, reports, and incidental work or materials furnished hereunder shall not in any way relieve the Grantee of responsibility for the technical adequacy of the work. The State's review, approval, acceptance, or payment for any of the services shall not be construed as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

(F) The Grantee acknowledges that it is a crime to knowingly and willingly file false information with the State for the purpose of obtaining this Agreement or any payment under the Agreement, and that any such filing may subject the Grantee, its agents, and/or employees to criminal and civil prosecution and/or termination of the grant.

VI. USE OF MATERIAL

Unless otherwise specified in this Agreement, the Grantee may release information or material developed under this Agreement, provided it is acknowledged that the State funded all or a portion of its development.

The State, and federal awarding agency, if applicable, retains a royalty-free, nonexclusive and irrevocable right to reproduce, publish, and use in whole or in part, and authorize others to do so, any copyrightable material or research data submitted under this grant whether or not the material is copyrighted by the Grantee or another person. The Grantee will only submit materials that the State can use in accordance with this paragraph.

VII. ASSIGNABILITY

The Grantee shall not assign this Agreement or assign or delegate any of its duties or obligations under this Agreement to any other party without the prior written consent of the State. The State does not assume responsibility regarding the contractual relationships between the Grantee and any subcontractor.

VIII. SUBCONTRACTS

The State reserves the right to deny the use of any consultant, contractor, associate, or other personnel to perform any portion of the project. The Grantee is solely responsible for all contractual activities performed under this Agreement. Further, the State will consider the Grantee to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the anticipated Grant. All subcontractors used by the Grantee in performing the project shall be subject to the provisions of this Agreement and shall be qualified to perform the duties required.

IX. NON-DISCRIMINATION

The Grantee shall comply with the Elliott Larsen Civil Rights Act, 1976 PA 453, as amended, MCL 37.2101 *et seq.*, the Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended, MCL 37.1101 *et seq.*, and all other federal, state, and local fair employment practices and equal opportunity laws and covenants that it shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to his or her hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of his or her race, religion, color, national origin, age, sex, height, weight, marital status, or physical or mental disability that is unrelated to the individual's ability to perform the duties of a particular job or position. The Grantee agrees to include in every subcontract entered into for the performance of this Agreement this covenant not to discriminate in employment. A breach of this covenant is a material breach of this Agreement.

X. UNFAIR LABOR PRACTICES

The Grantee shall comply with the Employers Engaging in Unfair Labor Practices Act, 1980 PA 278, as amended, MCL 423.321 *et seq.*

XI. LIABILITY

(A) The Grantee, not the State, is responsible for all liabilities as a result of claims, judgments, or costs arising out of activities to be carried out by the Grantee under this Agreement, if the liability is caused by the Grantee, or any employee or agent of the Grantee acting within the scope of their employment or agency.

(B) Nothing in this Agreement should be construed as a waiver of any governmental immunity by the Grantee, the State, its agencies, or their employees as provided by statute or court decisions.

XII. CONFLICT OF INTEREST

No government employee, or member of the legislative, judicial, or executive branches, or member of the Grantee's Board of Directors, its employees, partner agencies, or their families shall benefit financially from any part of this Agreement.

XIII. ANTI-LOBBYING

If all or a portion of this Agreement is funded with federal funds, then in accordance with OMB Circular A-21, A-87, or A-122, as appropriate, the Grantee shall comply with the Anti-Lobbying Act, which prohibits the use of all project funds regardless of source, to engage in lobbying the state or federal government or in litigation against the State. Further, the Grantee shall require that the

language of this assurance be included in the award documents of all subawards at all tiers.

If all or a portion of this Agreement is funded with state funds, then the Grantee shall not use any of the grant funds awarded in this Agreement for the purpose of lobbying as defined in the State of Michigan's lobbying statute, MCL 4.415(2). "Lobbying" means communicating directly with an official of the executive branch of state government or an official in the legislative branch of state government for the purpose of influencing legislative or administrative action." The Grantee shall not use any of the grant funds awarded in this Agreement for the purpose of litigation against the State. Further, the Grantee shall require that language of this assurance be included in the award documents of all subawards at all tiers.

XIV. DEBARMENT AND SUSPENSION

By signing this Agreement, the Grantee certifies to the best of its knowledge and belief that it, its agents, and its subcontractors:

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or the state.
- (2) Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, as defined in 45 CFR 1185; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- (3) Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in subsection (2).
- (4) Have not within a three-year period preceding this Agreement had one or more public transactions (federal, state, or local) terminated for cause or default.
- (5) Will comply with all applicable requirements of all other state or federal laws, executive orders, regulations, and policies governing this program.

XV. AUDIT AND ACCESS TO RECORDS

The State reserves the right to conduct a programmatic and financial audit of the project, and the State may withhold payment until the audit is satisfactorily completed. The Grantee will be required to maintain all pertinent records and evidence pertaining to this Agreement, including grant and any required matching funds, in accordance with generally accepted accounting principles and other procedures specified by the State. The State or any of its duly authorized representatives must have access, upon reasonable notice, to such books, records, documents, and other evidence for the purpose of inspection, audit, and copying. The Grantee will provide proper facilities for such access and inspection. All records must be maintained for a minimum of ten (10) years after the final payment has been issued to the Grantee by the State.

XVI. INSURANCE

(A) The Grantee must maintain insurance or self-insurance that will protect it from claims that may arise from the Grantee's actions under this Agreement.

(B) The Grantee must comply with applicable workers' compensation laws while engaging in activities authorized under this Agreement.

XVII. OTHER SOURCES OF FUNDING

The Grantee guarantees that any claims for reimbursement made to the State under this Agreement must not be financed by any source other than the State under the terms of this Agreement. If funding is received through any other source, the Grantee agrees to delete from Grantee's billings, or to immediately refund to the State, the total amount representing such duplication of funding.

XVIII. COMPENSATION

(A) A breakdown of costs allowed under this Agreement is identified in Appendix A. The State will pay the Grantee a total amount not to exceed the amount on page 1 of this Agreement, in accordance with Appendix A, and only for expenses incurred and paid. All other costs necessary to complete the project are the sole responsibility of the Grantee.

(B) Expenses incurred by the Grantee prior to the Start Date or after the End Date of this Agreement are not allowed under the Agreement, unless otherwise specified in Appendix A.

(C) The State will approve payment requests after approval of reports and related documentation as required under this Agreement.

(D) The State reserves the right to request additional information necessary to substantiate payment requests.

(E) Payments under this Agreement may be processed by Electronic Funds Transfer (EFT). The Grantee may register to receive payments by EFT at the SIGMA Vendor Self-Service website (<http://www.michigan.gov/sigmavss>).

(F) An amount equal to ten percent (10%) of the grant award will be withheld by the State until the project is completed in accordance with Section XIX, Closeout, and Appendix A.

XIX. CLOSEOUT

(A) A determination of project completion, which may include a site inspection and an audit, shall be made by the State after the Grantee has met any match obligations, satisfactorily completed the activities, and provided products and deliverables described in Appendix A.

(B) Upon issuance of final payment from the State, the Grantee releases the State of all claims against the State arising under this Agreement. Unless otherwise provided in this Agreement or by State law, final payment under this Agreement shall not constitute a waiver of the State's claims against the Grantee.

(C) The Grantee shall immediately refund to the State any payments in excess of the costs allowed by this Agreement.

XX. CANCELLATION

This Agreement may be canceled by the State, upon 30 days written notice, due to Executive Order, budgetary reduction, other lack of funding, upon request by the Grantee, or upon mutual agreement by the State and Grantee. The State may honor requests for just and equitable compensation to the Grantee for all satisfactory and eligible work completed under this Agreement up until 30 days after written notice, upon which time all outstanding reports and documents are due to the State and the State will no longer be liable to pay the grantee for any further charges to the grant.

XXI. TERMINATION

(A) This Agreement may be terminated by the State as follows.

(1) Upon 30 days written notice to the Grantee:

- a. If the Grantee fails to comply with the terms and conditions of the Agreement, or with the requirements of the authorizing legislation cited on page 1, or the rules promulgated thereunder, or other applicable law or rules.
- b. If the Grantee knowingly and willingly presents false information to the State for the purpose of obtaining this Agreement or any payment under this Agreement.
- c. If the State finds that the Grantee, or any of the Grantee's agents or representatives, offered or gave gratuities, favors, or gifts of monetary value to any official, employee, or agent of the State in an attempt to secure a subcontract or favorable treatment in awarding, amending, or making any determinations related to the performance of this Agreement.
- d. If the Grantee or any subcontractor, manufacturer, or supplier of the Grantee appears in the register of persons engaging in unfair labor practices that is compiled by the Michigan Department of Licensing and Regulatory Affairs or its successor.
- e. During the 30-day written notice period, the State shall withhold payment for any findings under subparagraphs a through d above, and the Grantee will immediately cease charging to the grant and stop earning match for the project (if applicable).

(2) Immediately and without further liability to the State if the Grantee, or any agent of the Grantee, or any agent of any subcontract is:

- a. Convicted of a criminal offense incident to the application for or performance of a State, public, or private contract or subcontract;
- b. Convicted of a criminal offense, including but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees;
- c. Convicted under State or federal antitrust statutes; or
- d. Convicted of any other criminal offense that, in the sole discretion of the State, reflects on the Grantee's business integrity.
- e. Added to the federal or state Suspension and Debarment list.

(B) If a grant is terminated, the State reserves the right to require the Grantee to repay all or a portion of funds received under this Agreement.

XXII. IRAN SANCTIONS ACT

By signing this Agreement the Grantee is certifying that it is not an Iran-linked business, and that its contractors are not Iran-linked businesses, as defined in MCL 129.312.

XXIII. ACCESS AGREEMENTS

A voluntary access agreement or court-ordered access must be secured by the Grantee prior to performance of the scope of work described in Appendix A for any portion of the project area or property where grant activities will be undertaken and that is not owned by the Grantee. Evidence of access must be provided to the State at its request.

XXIV. GRANT ADMINISTRATION

The use of a Grant Administrator to review work plans, reports, and other documents prepared by the contractor(s), review invoices, write project status reports, and coordinate project activities and communications is eligible for reimbursement conditional upon the State's approval of a scope of

work and budget prior to incurring grant administration costs. Grant administration costs will be limited to three percent (3%) [ten percent (10%) (for areawides only)] of the total grant amount.

XXV. INELIGIBLE EXPENSES

Although the following costs may be related to the scope of work described in Appendix A, the following are ineligible for reimbursement under the grant:

Office equipment; software; insurance, except liability insurance required pursuant to this Agreement; taxes, except sales taxes; replacement or purchase of equipment; drinking water supply replacement, defined as but is not limited to, providing bottled water, constructing a new well, and extending or constructing a water supply system; operation and maintenance, defined as the activities necessary to provide for continued effectiveness and integrity of a response activity after construction of the response activity means or measures. The term includes activities such as groundwater removal and treatment; restoration of property or infrastructure, unless included in Appendix A; fees for attorneys or legal advice; grant recipient staff time for application submittal; costs incurred for environmental activities under a local Brownfield Redevelopment Authority Plan; costs incurred for activities outside a State-approved work plan; labor overtime; and training.

Travel costs for either vehicle use or vehicle mileage will be reimbursed, but not both. Vehicle mileage will be reimbursed at a maximum of the federal rate allowed by the Internal Revenue Service at the time the costs are incurred. Fees, such as those incurred for state or local permits; underground storage tank registration; late fees; or other fees may be eligible at the State's discretion. Other expenses may be determined ineligible in the course of invoice reviews.

XXVI. BIDS. CONTRACTORS

(A) For contracts over \$20,000, the Grantee shall provide, or cause to be provided, the qualifications of the selected contractor(s) to the State. The State reserves the right to object to the selected contractor(s) or their qualifications. If the State has objections, it will inform the Grantee in writing within 30 days of receipt of the selected contractor's qualifications.

(B) For any contract over \$20,000, except professional services, the Grantee shall solicit, or cause to be solicited, bids from at least three qualified contractors. The Grantee shall provide to the State copies of all bids received. If the contractor that submitted the lowest bid is not the contractor selected, the Grantee must submit written justification for the selection.

(C) Any contractor(s) retained for corrective action on regulated underground storage tanks shall be a qualified underground storage tank consultant that meets the requirements of Section 21325 of Part 213, Leaking Underground Storage Tanks of the NREPA.

(D) Any contractor(s) retained for asbestos abatement shall possess appropriate qualifications to perform asbestos abatement.

(E) Contractor markup on subcontractors and equipment is limited to a maximum of ten percent (10%) of the original cost, and subject to approval by the State.

XXVII. WORK PLANS AND PROJECT IMPLEMENTATION

(A) Prior to conducting any activities except property acquisition under the Agreement, the Grantee or its contractor shall submit a detailed work plan to the State for its approval. Work plans must include a description of the proposed activities, a budget, and a schedule for conducting the activities under Appendix A. A supplementary work plan, budget, and schedule are required for each subsequent phase of work. The Grantee and its contractor shall not proceed with grant-funded activities until the State approves the work plan, budget, and schedule in writing. The State may approve, modify and approve, or require amendments to the work plan.

(B) The Grantee or its contractor shall implement the work plan upon the State's written approval and according to the schedules contained therein. Changes or additions to the work plan may be submitted in writing and are subject to approval by the State. Changes to work plans without prior approval from the State, or performance of activities that are not part of an approved work plan or an amendment to a work plan, are considered ineligible expenses and may result in the Grantee being responsible for payment of unapproved activities.

XXVIII. ECONOMIC DEVELOPMENT

(A) The Grant Recipient acknowledges by its signature of this Agreement that there have been no material changes in the economic development proposal, property ownership, or other conditions of the property or project since the date the grant funds were awarded.

(B) In the event the proposed development changes or is not implemented, the Grantee shall immediately notify the State in writing and shall secure a new development project for the property within six (6) months after such notification. The Grantee shall then notify the State in writing of the proposed development. The alternate development project is also subject to approval by the State.

XXIX. OTHER TERMS AND CONDITIONS

(A) The State may withhold the grant until the State determines that the Grantee is able to proceed with the project scope described in Appendix A, pursuant to Part 196, Section 19612(3), of the NREPA.

(B) Following completion of the project, the State may conduct annual compliance inspections for two (2) years to determine whether the project is being maintained for the use specified in this Agreement.

(C) The Grantee acknowledges, by signature of this Agreement, that the State is not obligated to provide additional funding beyond the Agreement amount should additional environmental costs be necessary to complete the project.

(D) If necessary to allow for completion of the project, the Grantee and State may mutually agree to extend the term of the Agreement. Agreement extensions should be requested by the Grantee or the State in writing, prior to the Agreement end date. The term of the Agreement may be extended up to a maximum of four additional 1-year periods. This Agreement may only be extended by a signed agreement between both parties.

MICHIGAN
BROWNFIELD
REDEVELOPMENT
PROGRAM

BROWNFIELD REDEVELOPMENT
GRANT / LOAN
APPENDIX A

Project Details			
Project name and address	Michigan State University Federal Credit Union 2313 Cedar Street Holt, Michigan 48842	Grantee / Borrower	Delhi Charter Township Brownfield Redevelopment Authority
Tracking code	2019-2389	Location Code	7G06
Private investment	\$5,500,000	Jobs created	15
Grant amount	\$370,000	Loan amount	\$0
Funding Source	Refined Petroleum Grant (RPG)		

PROJECT DESCRIPTION: The Delhi Charter Township Brownfield Redevelopment Authority (DCTBRA) is receiving a grant for due care and response activities at a former gasoline station (see Figure 1) to address soil and groundwater contamination including contaminated soil and groundwater removal.

ANTICIPATED SCOPE OF WORK / BUDGET: The scope of work includes the following activities to facilitate the safe reuse of the property:

- Due care activities including, but not limited to, temporary site controls, temporary soil erosion and sedimentation controls, transportation and disposal of contaminated soil, dewatering, work plan preparation, plans for compliance with 20107a or 21304c, project management and oversight
- Environmental response activities including, but not limited to, surveying and staking, excavation, transportation and disposal of source contaminated soil, dewatering, waste characterization and verification of soil remediation sampling, fill material, backfill and compaction of imported fill, project management and oversight

The budget for activities to be conducted with grant funds is provided below.

Eligible Activity	Grant
1. Due Care	\$262,440
2. Environmental Response Activities	\$47,650
3. Third-party environmental oversight professional	\$5,500
4. Grant administration (up to 3 percent of grant amount)	\$11,000
5. Contingency (up to 15 percent of grant amount)	\$43,410
Total	\$370,000

In addition to the broad budget items listed above, grant and loan funds may be used for work plan and budget development, bid solicitation, technical specifications, and other administrative tasks approved by the Department of Environment, Great Lakes, and Energy (EGLE) grant coordinator. Tasks not listed above must be approved prior to the performance of those tasks.

Prior to the start of any grant- or loan-eligible work, a work plan must be submitted to EGLE for review and approval. Work plan development will be paid for under the budget items listed above. A budget of \$1,000 per work plan is approved for site assessments. A budget of \$2,500 each is approved for all other work plans. If development of a work plan is expected to cost more than the pre-approved budgets, the anticipated cost to develop the work plan must be approved by the grant/loan coordinator in advance, or the excess cost will not be eligible for reimbursement.

SCHEDULE: Work will be initiated on approved projects within two weeks of State approval unless otherwise approved by the State. The project will proceed on the following schedule:

Task	Schedule
1. Due Care	1 st and 2 nd quarter after start date
2. Environmental Response Activities	1 st and 2 nd quarter after start date
3. Third-party environmental oversight professional	1 st and 2 nd quarter after start date
4. Grant administration (up to 3 percent of grant amount)	1 st and 2 nd quarter after start date
5. Contingency (up to 15 percent of grant amount)	1 st and 2 nd quarter after start date

MSUFCU

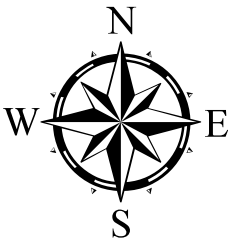


Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

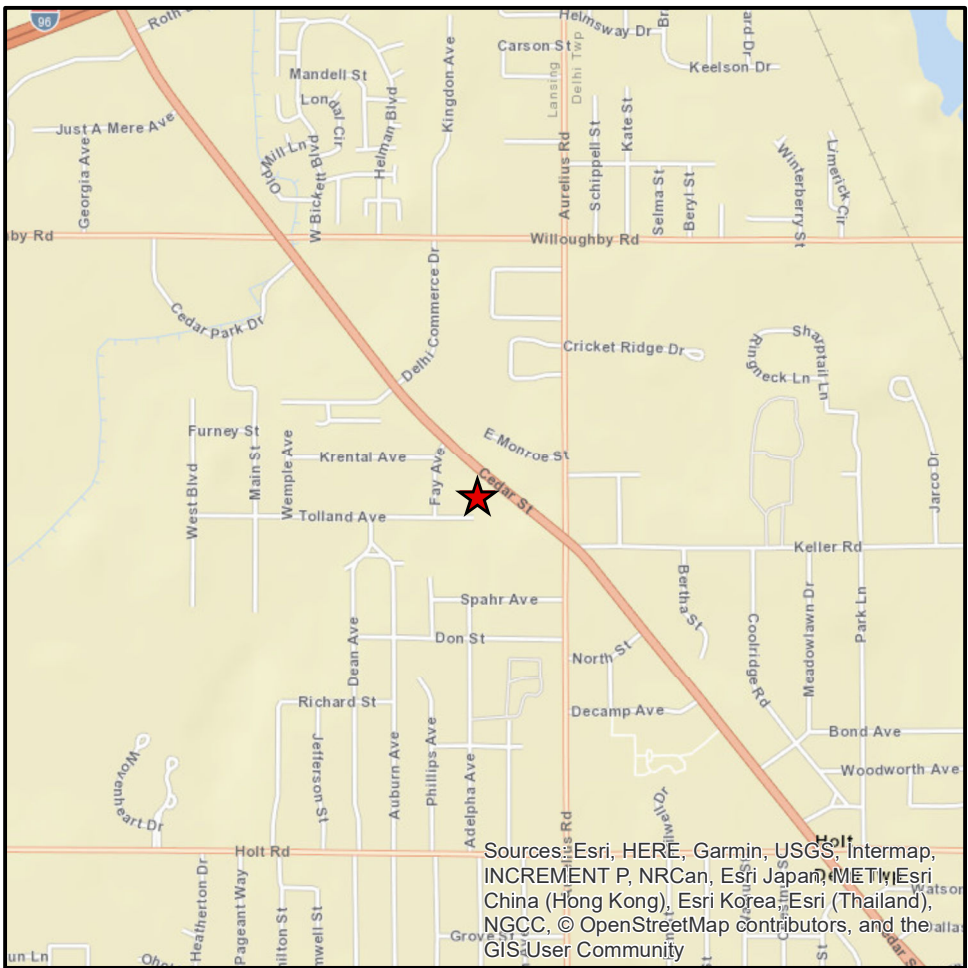


★ Project Area

— Project Scope



0 70 140 280 Feet



Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, © OpenStreetMap contributors, and the GIS User Community

MICHIGAN
BROWNFIELD
REDEVELOPMENT
PROGRAM

Datum: WGS_1984 Photo Source: MIS Date:2010 Resolution:1ft

2313 CEDAR STREET
HOLT, INGHAM COUNTY
S15 T3N R2W
FIGURE 1
EGLE Remediation &
Redevelopment Division
April 2019



**DELHI CHARTER TOWNSHIP
DOWNTOWN DEVELOPMENT AUTHORITY**

4410 HOLT RD, HOLT, MI 48842
TELEPHONE (517) 699-3866
FACSIMILE (517) 699-3878
www.delhidda.com

Date: May 21, 2019

To: BRA Board Members

From: C. Howard Haas, Executive Director

Re: Agreement in Support of Brownfield Grant Contract – MSUFCU

Upon receipt of the Michigan Department of Environment, Great Lakes, and Energy (EGLE) Grant, Chuck Barbieri drafted an Agreement in Support of Brownfield Grant Contract for our review. The Agreement is between the BRA, Michigan State University Federal Credit Union and Triterra, LLC, and provides access to the site to fulfill the Brownfield Grant Contract. I therefore offer the following motion:

Recommended Motion: I move to approve the Agreement in Support of Brownfield Grant Contract between Michigan State University Federal Credit Union, Triterra, LLC, and the Delhi Charter Township Brownfield Redevelopment Authority.

**AGREEMENT IN SUPPORT OF
BROWNFIELD GRANT CONTRACT
(2313 CEDAR)**

This Agreement in Support of Brownfield Grant Contract ("Agreement") is entered into on _____, 2019 by and among Michigan State University Federal Credit Union (MSUFCU), a federally chartered credit union, with its office having an address of 3777 West Road, East Lansing, MI 48823; Triterra, LLC, a limited liability company, having an address of 1375 S. Washington, Suite 300, Lansing, Michigan 48910; and the Delhi Charter Township Brownfield Redevelopment Authority having an address of 4410 Holt Road, Holt, Michigan 48842.

RECITALS

- A. On November 20, 2018, the Delhi Charter Township Board of Trustees has approved Brownfield Plan No. 8 for MSUFCU's redevelopment of 2313 Cedar, Holt, MI.
- B. To further assist this development, the Delhi Charter Township Brownfield Redevelopment Authority ("Authority") requested and received a Brownfield Grant Contract from the Michigan Department of Environment, Great Lakes and Energy ("EGLE") to fund environmental activities supporting redevelopment and reuse of properties defined as brownfields.
- C. The Authority specifically has received a grant to facilitate the reuse of the 2313 Cedar in Holt, Michigan as further described in the attached Exhibit A.
- D. MSUFCU owns 2313 Cedar, Holt, MI, as legally described on Exhibit B attached to this Agreement. ("Property").
- E. The Authority has determined that the Property is a brownfield eligible for response and other eligible activities using funds from the Authority's Brownfield Grant Contract.
- F. Triterra, LLC ("TriTerra") is willing to perform on behalf of the Authority in accordance with the Brownfield Grant Contract and to receive compensation in accordance with that Contract.
- G. The Agreement is made by and among the Authority, MSUFCU and Triterra to provide the Authority and environmental consultant, Triterra, permission to enter the Property for the exclusive purpose of conducting certain environmental, response, due care and other activities described below and to set forth the Parties' obligations.

For valuable consideration, the parties agree as follows:

- 1. Triterra will assist the Authority as necessary to fulfill the Brownfield Grant Contract, will comply with all laws, regulations, legal requirements and contractual requirements of the Brownfield Grant Contract, and will perform the Activities consistent with that level

of care and skill ordinarily exercised by other consultants and engineers practicing in the same discipline and locale under similar circumstances at the time the Activities are performed.

2. The rights and obligations conferred by this Agreement are contingent upon the availability of the full \$370,000.00 of Grant Funds allocated to the Scope of Work and final execution of the Brownfield Grant Contract, by the appropriate parties, all of which are conditions precedent to the effectuation of this Agreement.
3. MSUFCU hereby grants permission to the Authority and Triterra and their respective employees, agents, officials, representatives, consultants, contractors, and/or subcontractors ("Authorized Parties") to enter the Property pursuant to this Agreement.
4. MSUFCU represents and warrants that it is sole and rightful owner of the Property.
5. The Property access granted by MSUFCU under this Agreement is contemplated to be used by the Authorized Parties to perform the activities and tasks described in documents attached as Exhibit A subject to approval by the EGLE (hereafter collectively referred to as the "Activities") which Exhibit is incorporated by reference into this Agreement.
6. Authorized Parties will enter the Property only at times agreed upon with MSUFCU in advance of on-site Activities. Unless otherwise agreed, MSUFCU shall make all necessary arrangement with lessees, tenants, or other entities or individuals that may be present on the Property to facilitate the Activities of the Authorized Parties.
7. In exercising its access privileges, Authorized Parties will take reasonable steps not to interfere with the MSUFCU operations on the Property, as well as the operations of lessees and tenants on the Property.
8. To allow Triterra to arrange, oversee or otherwise perform certain soil and groundwater testing, leaking underground storage corrective actions, soil removal and complete appropriate gas vapor mitigation systems designs and efficiently complete installation and evaluation of the system, MSUFCU promptly will provide Triterra with details of its planned usage of the building, including but not limited to locations of all equipment, machines and utilities; work flow and scheduled for installation of same; location, design and schedule for all building and other facilities modification or improvements; and flow of materials and product during production. MSUFCU also will promptly notify Triterra of any planned changes to the foregoing. To the extent feasible, Triterra will coordinate investigations and soil removal and the installation of gas vapor mitigation systems to minimize negative impacts on MSUFCU operations on the Property.
9. MSUFCU shall inform Authorized Parties of any knowledge of known Property conditions, which MSUFCU reasonably believes are not known to the Authority or TriTerra, that pose health and safety concerns to individuals performing environmental assessment activities on the Property, including, but not limited to: unstable conditions within Property structures, locations of private underground utilities, locations of

underground structures, area of known chemical storage or contamination, and any other known defects with the Property that may cause any type of damage to persons and/or equipment on the Property.

10. MSUFCU shall inform Authorized Parties of any restrictions on activities and/or interaction with others performing services at the Property at the time this Agreement is executed and each time MSUFCU is provided notice of intent for Authorized Parties to conduct Activities on the Property. Upon completion of Activities, Authorized Parties will restore the Property as near as practicable to its condition immediately prior to the commencement of such activities, except MSUFCU agrees that it shall not seek any recourse against the Authority or the Delhi Charter Township or their office holders, employees or agents for any alleged failure to restore the Property.
11. Triterra shall be compensated for services rendered in accordance with procedures established by the Brownfield Grant Contract, and its services shall be subject to conditions and limitations of that Contract, including such review and oversight by the Authority required under the Brownfield Grant Contract. In no event is the Authority obligated to pay for any services provided by Triterra or its contractors, except through monies paid by the State of Michigan through the Brownfield Grant Contract or as arranged through a loan pursuant to Section 12. below.
12. MSUFCU as part of the consideration for the Authority to enter into Brownfield Grant Contract agrees as necessary to loan such amounts without interest to the Authority if necessary for the Authority to meet payment obligations under the Brownfield Grant Contract based on the Authority's commitment to apply such loan amounts to pay TriTerra or its contractors and to reimburse MSUFCU amounts compensated under the Brownfield Grant Contract. In the event that the Authority is not reimbursed through the Brownfield Grant Contract and the Authority does not believe that brownfield reimbursement is possible through Brownfield Plan No. 8, MSUFCU agrees that it will forgive the Authority of any unreimbursed amount and that any recourse for the unreimbursed amount will be sought solely from TriTerra or other contractors. Notwithstanding the above, the Authority does not anticipate use of this provision if the Delhi Charter Township agrees to advance any funds necessary to meet the payment obligations under the Brownfield Grant Contract, based on the Authority's opinion that reimbursement can be arranged subsequently through reimbursement under Brownfield Plan No. 8. MSUFCU will not be required to forgive any unreimbursed amount unless and until the Delhi Charter Township Board formally rejects a proposal from the Authority for the Township to advance funds to meet the payment obligations under the Brownfield Grant Contract.
13. The Authority shall arrange for MSUFCU to receive copies of test data, test results and other related information regarding the Activities as they are made available to the Authority and the EGLE. It is understood that all reports, copies of test data, test results, and other related information, which are received and/or produced as a result of the Activities are subject to disclosure under public records law, and that Authorized Parties may be further obligated under law to provide regulatory authorities some or all test data

or assessment results and findings produced and/or received during Activities at the Property.

14. MSUFCU agrees to indemnify, hold the Authorized Parties and the Delhi Charter Township and their officeholders, employees or agents harmless, and defend them all from losses, costs, expenses, damages, liabilities, obligations, penalties, fines, actions, causes of actions, suits, and all other claims whatsoever, of any kind or nature, including reasonable attorney fees, brought or made for or on account of any breach of this Agreement or any negligent or willful acts or omissions of MSUFCU and its employees, agents, contractors, tenants or assignees or any disclosure or release of data, information, results, findings, conclusions, or recommendations arising from Activities performed by the Authorized Parties.

Triterra agrees to indemnify, hold MSUFCU, the Authority and the Delhi Charter Township and their officeholders, employees or agents harmless, and defend MSUFCU, the Authority and the Delhi Charter Township and their officeholders, employees or agents from losses, costs, expenses, damages, liabilities, obligations, penalties, fines, actions, causes of actions, suits, and all other claim whatsoever, of any kind or nature, including reasonable attorney fees, brought or made for or on account of any breach of this Agreement or any negligent or willful acts or omissions of Triterra, its employees, agents, contractors, successors or assignees.

15. Triterra shall provide the Authority and MSUFCU certificates of insurance which proves Triterra and any contractors its uses have not less than \$1,000,000 coverage for comprehensive general liability, pollution liability and property damage and proof of workers compensation insurance and any other insurances necessary for compliance with the Brownfield Grant Contract. Triterra's professional liability insurance coverage is in an amount not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Triterra and its contractors shall maintain such insurance for the term of the Agreement. To the extent possible, Triterra and its contractors shall include the Authority, the Delhi Charter Township and MSUFCU as additional insureds for the above stated insurances.
16. It is affirmatively represented that the undersigned MSUFCU has had ample opportunity to review and evaluate the potential ramifications and/or consequences related to the Activities to be performed on the Property as described herein and to seek independent legal advice and counsel, if so desired, prior to the execution of this Agreement.
17. MSUFCU covenants not to sue the Authority and the Delhi Charter Township and their officeholders, employees or agents for and from any and all claims, liabilities, damages, and costs (including reasonable attorney fees and costs) arising in any way from the Activities, except MSUFCU reserves the right to do so against Triterra to the extent caused by the negligence or willful misconduct of Triterra and its employees, agents, contractors, successors or assignees. However, Triterra will not be liable to MSUFCU or its officers, directors, employees and customers for any special, consequential, incidental or penal losses or damages, including but not limited to losses, damages or claims related to the unavailability of property or facilities, shutdowns or service interruptions, loss of

use, profits, revenue, or inventory, or for use charges or cost of capital of the other party and/or its officers, directors, employees or customers.

18. MSUFCU, to the extent required, shall sign any manifests or other documents reasonably necessary for the proper removal and disposal of material from the Property due to Activities on the Property.
19. MSUFCU will repair any and all damage to the gas vapor mitigation systems installed in connection with Section 3 above only to the extent such damage is caused by the actions of MSUFCU and its employees, contractors, or suppliers or by its failures to adequately protect the mitigation systems from such damage. Such repairs are not part of the Activities.
20. Any disputes under this Agreement not otherwise resolved informally may be referred by either party to a court of competent jurisdiction in Ingham County.
21. This Agreement shall be governed by the laws of Michigan, exclusive of any conflict of law provisions.
22. No Triterra employee or agent is or shall be considered to be an employee of the Authority. The Authority shall neither have nor exercise any control or direction over Triterra's employees or agents, except as provided in the Brownfield Grant Contract or this Agreement.
23. The Parties shall execute such other reasonable agreements as necessary to carry out the Brownfield Grant Contract and shall cooperate in the implementation of this Contract and in the administration of Amended Brownfield Plan #8, which may require amendment to reflect this Contract and to assure reimbursement of the Authority's expenses, including its application for this Contract.
24. This Agreement may be executed in multiple counterparts all of which when taken together shall constitute a binding agreement among the parties hereto. For purposes of executing this Agreement, a document signed and transmitted electronically or by facsimile shall be treated as an original document. The signature of any party thereon shall be considered as an original signature, and the document transmitted shall be considered to have the same binding legal effect as an original signature on an original document. At the request of either party, any facsimile document or electronically transmitted document shall be re-executed by the parties in original form.

The Parties have executed this Agreement as of the dates set forth below.

MSUFCU

By: _____
Name: _____

Witness: _____
Date: _____

Its: _____
Date: _____

Delhi Charter Township BROWNFIELD REDEVELOPMENT
AUTHORITY

By: _____
Name: _____
Its: _____
Date: _____

Witness: _____
Date: _____

TRITERRA, LLC

By: _____
Name: _____
Its: _____
Date: _____

Witness: _____
Date: _____

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EXHIBIT A



GRETCHEN WHITMER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF
ENVIRONMENT, GREAT LAKES, AND ENERGY
LANSING



LIESL EICHLER CLARK
DIRECTOR

May 6, 2019

Mr. C. Howard Haas, Executive Director
Delhi Charter Township Brownfield Redevelopment Authority
2074 Aurelius Road
Holt, Michigan 48842

Dear Mr. Haas:

I am pleased to inform you that the Michigan Department of Environment, Great Lakes, and Energy (EGLE) has completed its review of your March 2019 application for funding under the Brownfield Redevelopment Program. Your application for the Michigan State University Federal Credit Union Redevelopment Project was awarded a \$370,000 Brownfield Redevelopment Grant. The grant was approved by Chief Deputy Director Aaron B. Keatley on May 1, 2019.

Your brownfield coordinator, Ms. Janet Michaluk, will forward a grant agreement for your signature. The agreement describes the terms and conditions for the expenditure of funds. Ms. Michaluk will work with you to initiate the project once the agreement is signed by you and EGLE.

If you have questions regarding your award, please contact Ms. Carrie Geyer, Manager, Brownfield Assessment and Redevelopment Section, Remediation and Redevelopment Division, at 517-230-9981; geycrc1@michigan.gov; or EGLE, P.O. Box 30426, Lansing, Michigan 48909-7926.

Sincerely,

Susan Leeming, Director
Remediation and Redevelopment Division
517-284-5144

cc: Senator Curtis Hertel
Representative Kara Hope
Ms. Liesl Eichler Clark, Director, EGLE
Mr. Aaron B. Keatley, Chief Deputy Director, EGLE
Ms. Sarah M. Howes, Director, Office of Legislative Affairs, EGLE
Mr. Scott Dean, Communications Director, EGLE
Ms. Carrie Geyer, EGLE
Ms. Janet Michaluk, EGLE
File #2019-2389



BROWNFIELD GRANT AGREEMENT
BETWEEN THE
MICHIGAN DEPARTMENT OF
ENVIRONMENT, GREAT LAKES, AND ENERGY
AND THE DELHI CHARTER TOWNSHIP BROWNFIELD
REDEVELOPMENT AUTHORITY

This Grant Agreement ("Agreement") is made between the Michigan Department of Environment, Great Lakes, and Energy, Remediation and Redevelopment Division (hereafter "State"), and Delhi Charter Township Brownfield Redevelopment Authority (hereafter "Grantee").

The purpose of this Agreement is to provide funding in exchange for work to be performed for the project named below. The State is authorized to provide grant assistance pursuant to the funding sources identified in Appendix A. This Agreement is subject to the terms and conditions specified herein.

Project Name: **Michigan State University Federal Credit Union**

Location Code: **7G06**

Amount of Grant: **\$370,000**

Start Date: **Date executed by the State**

Tracking Code: **2019-2389**

End Date: **Two years after Start Date**

GRANTEE CONTACT:

Name/Title

Lori Underhill,
Assistant Executive Director

Organization

Delhi Charter Township Brownfield Redevelopment
Authority

Address

4410 Holt Road
Holt, Michigan 48842

Telephone number

517-699-3866

E-mail address

Lori.Underhill@delhitownship.com

Federal ID number

38-6019639

STATE'S CONTACT:

Name/Title

Janet Michaluk,
Brownfield Coordinator

Division

Remediation and Redevelopment Division

Address

Constitution Hall, South Tower, 1st Floor
525 West Allegan Street
P.O. Box 30426
Lansing, Michigan 48909

Telephone number

517-643-0314

E-mail address

michalukj@michigan.gov

The individuals signing below certify by their signatures that they are authorized to sign this Grant Agreement on behalf of their agencies, and that the parties will fulfill the terms of this Agreement, including any attached appendices, as set forth herein.

FOR THE GRANTEE:

C. Howard Haas, Executive Director
Delhi Charter Township Brownfield Redevelopment
Authority

Date

FOR THE STATE:

Susan Leeming, Director
Remediation and Redevelopment Division
Michigan Department of Environment, Great Lakes,
and Energy

Grant Execution Date / Agreement Start Date
Agreement End Date is two years after this date

I. PROJECT SCOPE

This Agreement and its appendices constitute the entire Agreement between the State and the Grantee and may be modified only by written agreement between the State and the Grantee.

(A) The scope of this project is limited to the activities specified in Appendix A and such activities as are authorized by the State under this Agreement. Any change in project scope requires prior written approval in accordance with Section III, Changes, in this Agreement.

(B) By acceptance of this Agreement, the Grantee commits to complete the project identified in Appendix A within the time period allowed for in this Agreement and in accordance with the terms and conditions of this Agreement.

II. AGREEMENT PERIOD

Upon signature by the State, the Agreement shall be effective from the Start Date until the End Date on page 1. The State shall have no responsibility to provide funding to the Grantee for project work performed except between the Start Date and the End Date specified on page 1. Expenditures made by the Grantee prior to the Start Date or after the End Date of this Agreement are not eligible for payment under this Agreement.

III. CHANGES

Any changes to this Agreement other than budget line item revisions less than 20 percent of the total Agreement amount shall be requested by the Grantee or the State in writing and implemented only upon approval in writing by the State. The State reserves the right to deny requests for changes to the Agreement or to the appendices. No changes can be implemented without approval by the State.

IV. GRANTEE DELIVERABLES AND REPORTING REQUIREMENTS

The Grantee shall submit deliverables and follow reporting requirements specified in Appendix A of this Agreement.

(A) The Grantee must complete and submit quarterly progress reports according to a form and format prescribed by the State and must include supporting documentation of eligible project expenses. These reports shall be due according to the following:

Reporting Period	Due Date
January 1 – March 31	April 30
April 1 – June 30	July 31
July 1 – September 30	Before October 15*
October 1 – December 31	January 31

*Due to the State's year-end closing procedures, there will be an accelerated due date for the report covering July 1 – September 30. Advance notification regarding the due date for the quarter ending September 30 will be sent to the Grantee. If the Grantee is unable to submit a report in early October for the quarter ending September 30, an estimate of expenditures through September 30 must be submitted to allow the State to complete its accounting for that fiscal year.

The forms provided by the State shall be submitted to the State's contact at the address on page 1. All required supporting documentation (invoices, proof of payment, etc.) for expenses must be included with the report.

(B) The Grantee shall provide a final project report in a format prescribed by the State. The Grantee shall submit the final status report, including all supporting documentation for expenses, along with the final project report and any other outstanding products within 30 days from the End Date of the Agreement.

(C) The Grantee must provide electronic copies of all products and deliverables in accordance with Appendix A.

(D) All products shall acknowledge that the project was supported in whole or in part by the State, per the guidelines provided by the program.

(E) If 15 percent (15%) or more of the grant amount is expended in a single quarter, payment requests may be submitted once monthly during that quarter.

V. GRANTEE RESPONSIBILITIES

(A) The Grantee agrees to abide by all applicable local, state, and federal laws, rules, ordinances, and regulations in the performance of this grant.

(B) All local, state, and federal permits, if required, are the responsibility of the Grantee. Award of this grant is not a guarantee of permit approval by the State.

(C) The Grantee shall be solely responsible to pay all applicable taxes and fees, if any, that arise from the Grantee's receipt or execution of this grant.

(D) The Grantee is responsible for the professional quality, technical accuracy, timely completion, and coordination of all designs, drawings, specifications, reports, and other services submitted to the State under this Agreement. The Grantee shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in drawings, designs, specifications, reports, or other services.

(E) The State's approval of drawings, designs, specifications, reports, and incidental work or materials furnished hereunder shall not in any way relieve the Grantee of responsibility for the technical adequacy of the work. The State's review, approval, acceptance, or payment for any of the services shall not be construed as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

(F) The Grantee acknowledges that it is a crime to knowingly and willingly file false information with the State for the purpose of obtaining this Agreement or any payment under the Agreement, and that any such filing may subject the Grantee, its agents, and/or employees to criminal and civil prosecution and/or termination of the grant.

VI. USE OF MATERIAL

Unless otherwise specified in this Agreement, the Grantee may release information or material developed under this Agreement, provided it is acknowledged that the State funded all or a portion of its development.

The State, and federal awarding agency, if applicable, retains a royalty-free, nonexclusive and irrevocable right to reproduce, publish, and use in whole or in part, and authorize others to do so, any copyrightable material or research data submitted under this grant whether or not the material is copyrighted by the Grantee or another person. The Grantee will only submit materials that the State can use in accordance with this paragraph.

VII. ASSIGNABILITY

The Grantee shall not assign this Agreement or assign or delegate any of its duties or obligations under this Agreement to any other party without the prior written consent of the State. The State does not assume responsibility regarding the contractual relationships between the Grantee and any subcontractor.

VIII. SUBCONTRACTS

The State reserves the right to deny the use of any consultant, contractor, associate, or other personnel to perform any portion of the project. The Grantee is solely responsible for all contractual activities performed under this Agreement. Further, the State will consider the Grantee to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the anticipated Grant. All subcontractors used by the Grantee in performing the project shall be subject to the provisions of this Agreement and shall be qualified to perform the duties required.

IX. NON-DISCRIMINATION

The Grantee shall comply with the Elliott Larsen Civil Rights Act, 1976 PA 453, as amended, MCL 37.2101 *et seq.*, the Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended, MCL 37.1101 *et seq.*, and all other federal, state, and local fair employment practices and equal opportunity laws and covenants that it shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to his or her hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of his or her race, religion, color, national origin, age, sex, height, weight, marital status, or physical or mental disability that is unrelated to the individual's ability to perform the duties of a particular job or position. The Grantee agrees to include in every subcontract entered into for the performance of this Agreement this covenant not to discriminate in employment. A breach of this covenant is a material breach of this Agreement.

X. UNFAIR LABOR PRACTICES

The Grantee shall comply with the Employers Engaging in Unfair Labor Practices Act, 1980 PA 278, as amended, MCL 423.321 *et seq.*

XI. LIABILITY

(A) The Grantee, not the State, is responsible for all liabilities as a result of claims, judgments, or costs arising out of activities to be carried out by the Grantee under this Agreement, if the liability is caused by the Grantee, or any employee or agent of the Grantee acting within the scope of their employment or agency.

(B) Nothing in this Agreement should be construed as a waiver of any governmental immunity by the Grantee, the State, its agencies, or their employees as provided by statute or court decisions.

XII. CONFLICT OF INTEREST

No government employee, or member of the legislative, judicial, or executive branches, or member of the Grantee's Board of Directors, its employees, partner agencies, or their families shall benefit financially from any part of this Agreement.

XIII. ANTI-LOBBYING

If all or a portion of this Agreement is funded with federal funds, then in accordance with OMB Circular A-21, A-87, or A-122, as appropriate, the Grantee shall comply with the Anti-Lobbying Act, which prohibits the use of all project funds regardless of source, to engage in lobbying the state or federal government or in litigation against the State. Further, the Grantee shall require that the

language of this assurance be included in the award documents of all subawards at all tiers.

If all or a portion of this Agreement is funded with state funds, then the Grantee shall not use any of the grant funds awarded in this Agreement for the purpose of lobbying as defined in the State of Michigan's lobbying statute, MCL 4.415(2). "Lobbying" means communicating directly with an official of the executive branch of state government or an official in the legislative branch of state government for the purpose of influencing legislative or administrative action." The Grantee shall not use any of the grant funds awarded in this Agreement for the purpose of litigation against the State. Further, the Grantee shall require that language of this assurance be included in the award documents of all subawards at all tiers.

XIV. DEBARMENT AND SUSPENSION

By signing this Agreement, the Grantee certifies to the best of its knowledge and belief that it, its agents, and its subcontractors:

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or the state.
- (2) Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, as defined in 45 CFR 1185; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- (3) Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in subsection (2).
- (4) Have not within a three-year period preceding this Agreement had one or more public transactions (federal, state, or local) terminated for cause or default.
- (5) Will comply with all applicable requirements of all other state or federal laws, executive orders, regulations, and policies governing this program.

XV. AUDIT AND ACCESS TO RECORDS

The State reserves the right to conduct a programmatic and financial audit of the project, and the State may withhold payment until the audit is satisfactorily completed. The Grantee will be required to maintain all pertinent records and evidence pertaining to this Agreement, including grant and any required matching funds, in accordance with generally accepted accounting principles and other procedures specified by the State. The State or any of its duly authorized representatives must have access, upon reasonable notice, to such books, records, documents, and other evidence for the purpose of inspection, audit, and copying. The Grantee will provide proper facilities for such access and inspection. All records must be maintained for a minimum of ten (10) years after the final payment has been issued to the Grantee by the State.

XVI. INSURANCE

(A) The Grantee must maintain insurance or self-insurance that will protect it from claims that may arise from the Grantee's actions under this Agreement.

(B) The Grantee must comply with applicable workers' compensation laws while engaging in activities authorized under this Agreement.

XVII. OTHER SOURCES OF FUNDING

The Grantee guarantees that any claims for reimbursement made to the State under this Agreement must not be financed by any source other than the State under the terms of this Agreement. If funding is received through any other source, the Grantee agrees to delete from Grantee's billings, or to immediately refund to the State, the total amount representing such duplication of funding.

XVIII. COMPENSATION

(A) A breakdown of costs allowed under this Agreement is identified in Appendix A. The State will pay the Grantee a total amount not to exceed the amount on page 1 of this Agreement, in accordance with Appendix A, and only for expenses incurred and paid. All other costs necessary to complete the project are the sole responsibility of the Grantee.

(B) Expenses incurred by the Grantee prior to the Start Date or after the End Date of this Agreement are not allowed under the Agreement, unless otherwise specified in Appendix A.

(C) The State will approve payment requests after approval of reports and related documentation as required under this Agreement.

(D) The State reserves the right to request additional information necessary to substantiate payment requests.

(E) Payments under this Agreement may be processed by Electronic Funds Transfer (EFT). The Grantee may register to receive payments by EFT at the SIGMA Vendor Self-Service website (<http://www.michigan.gov/sigmavss>).

(F) An amount equal to ten percent (10%) of the grant award will be withheld by the State until the project is completed in accordance with Section XIX, Closeout, and Appendix A.

XIX. CLOSEOUT

(A) A determination of project completion, which may include a site inspection and an audit, shall be made by the State after the Grantee has met any match obligations, satisfactorily completed the activities, and provided products and deliverables described in Appendix A.

(B) Upon issuance of final payment from the State, the Grantee releases the State of all claims against the State arising under this Agreement. Unless otherwise provided in this Agreement or by State law, final payment under this Agreement shall not constitute a waiver of the State's claims against the Grantee.

(C) The Grantee shall immediately refund to the State any payments in excess of the costs allowed by this Agreement.

XX. CANCELLATION

This Agreement may be canceled by the State, upon 30 days written notice, due to Executive Order, budgetary reduction, other lack of funding, upon request by the Grantee, or upon mutual agreement by the State and Grantee. The State may honor requests for just and equitable compensation to the Grantee for all satisfactory and eligible work completed under this Agreement up until 30 days after written notice, upon which time all outstanding reports and documents are due to the State and the State will no longer be liable to pay the grantee for any further charges to the grant.

XXI. TERMINATION

(A) This Agreement may be terminated by the State as follows.

(1) Upon 30 days written notice to the Grantee:

- a. If the Grantee fails to comply with the terms and conditions of the Agreement, or with the requirements of the authorizing legislation cited on page 1, or the rules promulgated thereunder, or other applicable law or rules.
- b. If the Grantee knowingly and willingly presents false information to the State for the purpose of obtaining this Agreement or any payment under this Agreement.
- c. If the State finds that the Grantee, or any of the Grantee's agents or representatives, offered or gave gratuities, favors, or gifts of monetary value to any official, employee, or agent of the State in an attempt to secure a subcontract or favorable treatment in awarding, amending, or making any determinations related to the performance of this Agreement.
- d. If the Grantee or any subcontractor, manufacturer, or supplier of the Grantee appears in the register of persons engaging in unfair labor practices that is compiled by the Michigan Department of Licensing and Regulatory Affairs or its successor.
- e. During the 30-day written notice period, the State shall withhold payment for any findings under subparagraphs a through d above, and the Grantee will immediately cease charging to the grant and stop earning match for the project (if applicable).

(2) Immediately and without further liability to the State if the Grantee, or any agent of the Grantee, or any agent of any subcontract is:

- a. Convicted of a criminal offense incident to the application for or performance of a State, public, or private contract or subcontract;
- b. Convicted of a criminal offense, including but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees;
- c. Convicted under State or federal antitrust statutes; or
- d. Convicted of any other criminal offense that, in the sole discretion of the State, reflects on the Grantee's business integrity.
- e. Added to the federal or state Suspension and Debarment list.

(B) If a grant is terminated, the State reserves the right to require the Grantee to repay all or a portion of funds received under this Agreement.

XXII. IRAN SANCTIONS ACT

By signing this Agreement the Grantee is certifying that it is not an Iran-linked business, and that its contractors are not Iran-linked businesses, as defined in MCL 129.312.

XXIII. ACCESS AGREEMENTS

A voluntary access agreement or court-ordered access must be secured by the Grantee prior to performance of the scope of work described in Appendix A for any portion of the project area or property where grant activities will be undertaken and that is not owned by the Grantee. Evidence of access must be provided to the State at its request.

XXIV. GRANT ADMINISTRATION

The use of a Grant Administrator to review work plans, reports, and other documents prepared by the contractor(s), review invoices, write project status reports, and coordinate project activities and communications is eligible for reimbursement conditional upon the State's approval of a scope of

work and budget prior to incurring grant administration costs. Grant administration costs will be limited to three percent (3%) [ten percent (10%) (for areawides only)] of the total grant amount.

XXV. INELIGIBLE EXPENSES

Although the following costs may be related to the scope of work described in Appendix A, the following are ineligible for reimbursement under the grant:

Office equipment; software; insurance, except liability insurance required pursuant to this Agreement; taxes, except sales taxes; replacement or purchase of equipment; drinking water supply replacement, defined as but is not limited to, providing bottled water, constructing a new well, and extending or constructing a water supply system; operation and maintenance, defined as the activities necessary to provide for continued effectiveness and integrity of a response activity after construction of the response activity means or measures. The term includes activities such as groundwater removal and treatment; restoration of property or infrastructure, unless included in Appendix A; fees for attorneys or legal advice; grant recipient staff time for application submittal; costs incurred for environmental activities under a local Brownfield Redevelopment Authority Plan; costs incurred for activities outside a State-approved work plan; labor overtime; and training.

Travel costs for either vehicle use or vehicle mileage will be reimbursed, but not both. Vehicle mileage will be reimbursed at a maximum of the federal rate allowed by the Internal Revenue Service at the time the costs are incurred. Fees, such as those incurred for state or local permits; underground storage tank registration; late fees; or other fees may be eligible at the State's discretion. Other expenses may be determined ineligible in the course of invoice reviews.

XXVI. BIDS. CONTRACTORS

(A) For contracts over \$20,000, the Grantee shall provide, or cause to be provided, the qualifications of the selected contractor(s) to the State. The State reserves the right to object to the selected contractor(s) or their qualifications. If the State has objections, it will inform the Grantee in writing within 30 days of receipt of the selected contractor's qualifications.

(B) For any contract over \$20,000, except professional services, the Grantee shall solicit, or cause to be solicited, bids from at least three qualified contractors. The Grantee shall provide to the State copies of all bids received. If the contractor that submitted the lowest bid is not the contractor selected, the Grantee must submit written justification for the selection.

(C) Any contractor(s) retained for corrective action on regulated underground storage tanks shall be a qualified underground storage tank consultant that meets the requirements of Section 21325 of Part 213, Leaking Underground Storage Tanks of the NREPA.

(D) Any contractor(s) retained for asbestos abatement shall possess appropriate qualifications to perform asbestos abatement.

(E) Contractor markup on subcontractors and equipment is limited to a maximum of ten percent (10%) of the original cost, and subject to approval by the State.

XXVII. WORK PLANS AND PROJECT IMPLEMENTATION

(A) Prior to conducting any activities except property acquisition under the Agreement, the Grantee or its contractor shall submit a detailed work plan to the State for its approval. Work plans must include a description of the proposed activities, a budget, and a schedule for conducting the activities under Appendix A. A supplementary work plan, budget, and schedule are required for each subsequent phase of work. The Grantee and its contractor shall not proceed with grant-funded activities until the State approves the work plan, budget, and schedule in writing. The State may approve, modify and approve, or require amendments to the work plan.

(B) The Grantee or its contractor shall implement the work plan upon the State's written approval and according to the schedules contained therein. Changes or additions to the work plan may be submitted in writing and are subject to approval by the State. Changes to work plans without prior approval from the State, or performance of activities that are not part of an approved work plan or an amendment to a work plan, are considered ineligible expenses and may result in the Grantee being responsible for payment of unapproved activities.

XXVIII. ECONOMIC DEVELOPMENT

(A) The Grant Recipient acknowledges by its signature of this Agreement that there have been no material changes in the economic development proposal, property ownership, or other conditions of the property or project since the date the grant funds were awarded.

(B) In the event the proposed development changes or is not implemented, the Grantee shall immediately notify the State in writing and shall secure a new development project for the property within six (6) months after such notification. The Grantee shall then notify the State in writing of the proposed development. The alternate development project is also subject to approval by the State.

XXIX. OTHER TERMS AND CONDITIONS

(A) The State may withhold the grant until the State determines that the Grantee is able to proceed with the project scope described in Appendix A, pursuant to Part 196, Section 19612(3), of the NREPA.

(B) Following completion of the project, the State may conduct annual compliance inspections for two (2) years to determine whether the project is being maintained for the use specified in this Agreement.

(C) The Grantee acknowledges, by signature of this Agreement, that the State is not obligated to provide additional funding beyond the Agreement amount should additional environmental costs be necessary to complete the project.

(D) If necessary to allow for completion of the project, the Grantee and State may mutually agree to extend the term of the Agreement. Agreement extensions should be requested by the Grantee or the State in writing, prior to the Agreement end date. The term of the Agreement may be extended up to a maximum of four additional 1-year periods. This Agreement may only be extended by a signed agreement between both parties.

MICHIGAN
BROWNFIELD
REDEVELOPMENT
PROGRAM

BROWNFIELD REDEVELOPMENT
GRANT / LOAN
APPENDIX A

Project Details			
Project name and address	Michigan State University Federal Credit Union 2313 Cedar Street Holt, Michigan 48842	Grantee / Borrower	Delhi Charter Township Brownfield Redevelopment Authority
Tracking code	2019-2389	Location Code	7G06
Private investment	\$5,500,000	Jobs created	15
Grant amount	\$370,000	Loan amount	\$0
Funding Source	Refined Petroleum Grant (RPG)		

PROJECT DESCRIPTION: The Delhi Charter Township Brownfield Redevelopment Authority (DCTBRA) is receiving a grant for due care and response activities at a former gasoline station (see Figure 1) to address soil and groundwater contamination including contaminated soil and groundwater removal.

ANTICIPATED SCOPE OF WORK / BUDGET: The scope of work includes the following activities to facilitate the safe reuse of the property:

- Due care activities including, but not limited to, temporary site controls, temporary soil erosion and sedimentation controls, transportation and disposal of contaminated soil, dewatering, work plan preparation, plans for compliance with 20107a or 21304c, project management and oversight
- Environmental response activities including, but not limited to, surveying and staking, excavation, transportation and disposal of source contaminated soil, dewatering, waste characterization and verification of soil remediation sampling, fill material, backfill and compaction of imported fill, project management and oversight

The budget for activities to be conducted with grant funds is provided below.

Eligible Activity	Grant
1. Due Care	\$262,440
2. Environmental Response Activities	\$47,650
3. Third-party environmental oversight professional	\$5,500
4. Grant administration (up to 3 percent of grant amount)	\$11,000
5. Contingency (up to 15 percent of grant amount)	\$43,410
Total	\$370,000

In addition to the broad budget items listed above, grant and loan funds may be used for work plan and budget development, bid solicitation, technical specifications, and other administrative tasks approved by the Department of Environment, Great Lakes, and Energy (EGLE) grant coordinator. Tasks not listed above must be approved prior to the performance of those tasks.

Prior to the start of any grant- or loan-eligible work, a work plan must be submitted to EGLE for review and approval. Work plan development will be paid for under the budget items listed above. A budget of \$1,000 per work plan is approved for site assessments. A budget of \$2,500 each is approved for all other work plans. If development of a work plan is expected to cost more than the pre-approved budgets, the anticipated cost to develop the work plan must be approved by the grant/loan coordinator in advance, or the excess cost will not be eligible for reimbursement.

SCHEDULE: Work will be initiated on approved projects within two weeks of State approval unless otherwise approved by the State. The project will proceed on the following schedule:

Task	Schedule
1. Due Care	1 st and 2 nd quarter after start date
2. Environmental Response Activities	1 st and 2 nd quarter after start date
3. Third-party environmental oversight professional	1 st and 2 nd quarter after start date
4. Grant administration (up to 3 percent of grant amount)	1 st and 2 nd quarter after start date
5. Contingency (up to 15 percent of grant amount)	1 st and 2 nd quarter after start date

MSUFCU



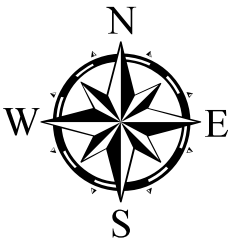
Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community



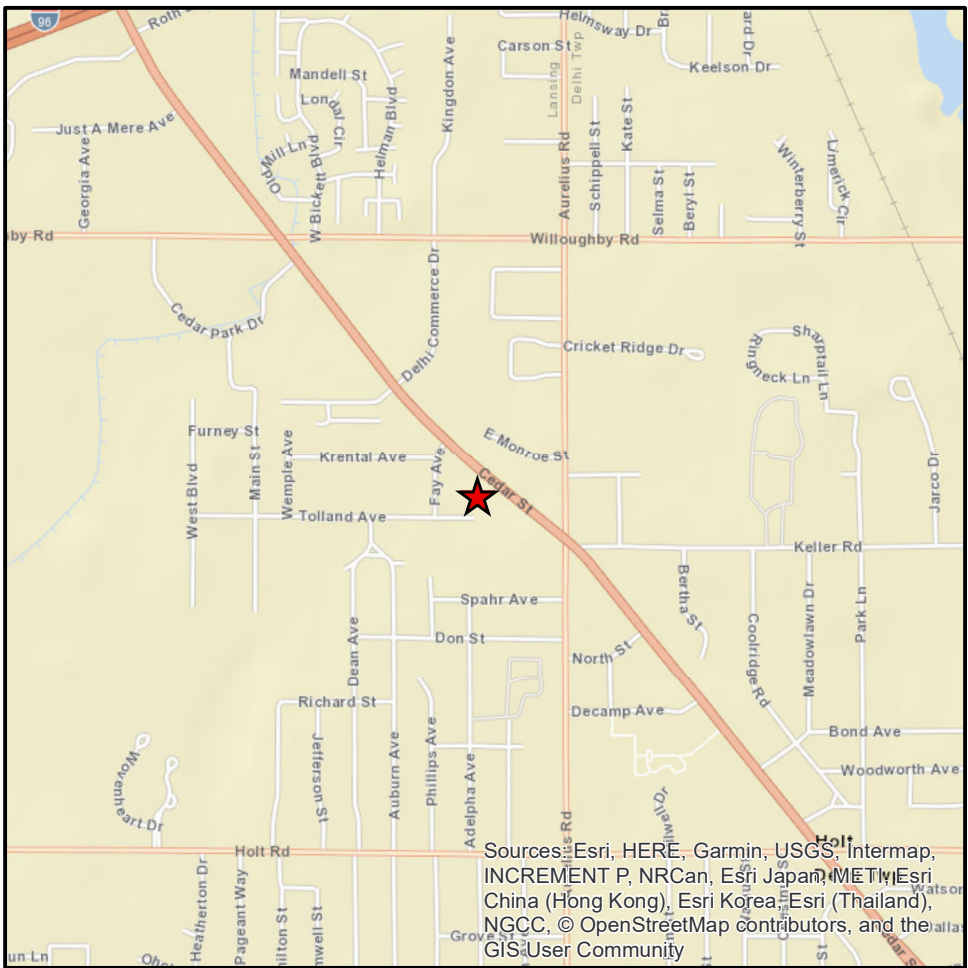
Project Area



Project Scope



0 70 140 280 Feet



Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, © OpenStreetMap contributors, and the GIS User Community

MICHIGAN
BROWNFIELD
REDEVELOPMENT
PROGRAM

Datum: WGS_1984 Photo Source: MIS Date:2010 Resolution:1ft

2313 CEDAR STREET
HOLT, INGHAM COUNTY
S15 T3N R2W
FIGURE 1
EGLE Remediation &
Redevelopment Division
April 2019



GRETCHEN WHITMER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF
ENVIRONMENT, GREAT LAKES, AND ENERGY
LANSING



LIESL EICHLER CLARK
DIRECTOR

May 8, 2019

Mr. C. Howard Haas, Executive Director
Delhi Charter Township Brownfield Redevelopment Authority
4410 Holt Road
Holt, Michigan 48842

Dear Mr. Haas:

SUBJECT: Brownfield Redevelopment Grant
Michigan State University Federal Credit Union
Tracking Code: 2019-2389
Location Code: 7G06

Congratulations on your recent Brownfield Redevelopment Grant award for the Michigan State University Federal Credit Union project. I've attached an electronic agreement for your signature. The grant will be available to the Delhi Charter Township Brownfield Redevelopment Authority (DCTBRA) once the agreement is signed by an authorized representative of the DCTBRA and the Department of Environment, Great Lakes, and Energy (EGLE).

Please return contract via email:

1. Print and sign the attached document
2. Scan the signed version
3. Email the scanned file to barksj@michigan.gov and to me.

After the agreement is signed, a work plan describing the proposed work must be submitted and approved prior to undertaking any activities or incurring any other expenses. Expenses incurred prior to the date that the grant agreement is signed by EGLE are not eligible for payment under the Brownfield Redevelopment Grant and Loan Program, unless specific prior approval is made by the Director of EGLE.

If you have any questions or concerns, please feel free to contact me. I look forward to working with you on this project.

Sincerely,

Janet Michaluk, Brownfield Redevelopment Coordinator
Brownfield Assessment and Redevelopment Section
Remediation and Redevelopment Division
517-643-0314

Enclosures

cc: Ms. Carrie Geyer, EGLE
Ms. Dawn Austin, EGLE
Mr. Mark Kussro, EGLE
File #2019-2389

EXHIBIT B

EXHIBIT B

LEGAL DESCRIPTION OF PROPERTY

Real property located at 2313 Cedar Street within the Township of Delhi, Ingham County, Michigan, legally described as follows:

PARCEL 1:

Commencing at a point 35 rods 64.5 feet West of the East 1/4 post of Section 15, Town 3 North, Range 2 West, Delhi Township, Ingham County, Michigan; then 255 feet North for the point of beginning; thence North 291.9 feet to the Southerly right of way line of U.S. Highway 127; thence along the Southerly right of way line of said highway North 51 degrees 56 minutes 00 seconds West 175.4 feet; thence South 00 degrees 14 minutes 00 seconds West 398.6 feet; thence East 140 feet to the point of beginning.

PARCEL 2:

Commencing at a point 35 rods 64.5 feet West of the East 1/4 post of Section 15, Town 3 North, Range 2 West, Delhi Township, Ingham County, Michigan, and 331.8 feet North for a point of beginning; thence North 28 degrees 53 minutes 00 seconds East 169.8 feet, to the Southerly right of way of U.S. Highway 127; thence along the Southerly right of way line of said highway North 51 degrees 03 minutes 00 seconds West 105.5 feet; thence South 215.1 feet to the point of beginning.

Tax Parcel No. 33-25-05-15-278-009

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