

NORTHVILLE BROWNFIELD REDEVELOPMENT AUTHORITY
215 West Main Street
Northville, MI 48167
248-349-1300
Council Chambers

April 24, 2024 - 7:00 P.M.

- 1. CALL TO ORDER / ROLL CALL**
- 2. APPROVAL OF MINUTES -** March 27, 2024
 Approved / Approved as Amended
- 3. PUBLIC COMMENT**
- 4. OLD BUSINESS:**
- 5. NEW BUSINESS:**
 - A. Northville Downs Subgrant Agreement
 - B. Updated Brownfield Policies and Procedures
- 6. SET NEXT MEETING DATE -** May 22, 2024
- 7. ADJOURNMENT**

Respectfully submitted,

George Lahanas

George Lahanas
City Manager

City of Northville
Brownfield Redevelopment Authority
Meeting Minutes
215 W. Main Street, Northville MI 48167
March 27, 2024
7:00 PM

1. CALL TO ORDER/ROLL CALL:

Chair McGow called the meeting to order at 7:25pm.

Roll Call:

Present: Michelle Aniol
John Carter
David Hay
Patrick McGow
Barbara Moroski-Browne

Absent: Ryan McKindles
Jason Vertrees

Also present: Brownfield Consultant Seimer
Brownfield Attorney Saarela
City Manager Lahanas

2. APPROVAL OF MINUTES – May 24, 2023

MOTION by Carter, support by Moroski-Browne, to approve the October 25, 2023 meeting minutes as submitted.

Motion passed unanimously by voice vote.

3. PUBLIC COMMENT - None

4. OLD BUSINESS - None

5. NEW BUSINESS

A. Downs Project Update

Development team members who spoke on behalf of The Downs development project included Seth Herkowitz, Hunter Pasteur, and Richard Barr, Honigman.

- Final site plan approval received from the Planning Commission November 2023.
- Closed on the south parcel, which includes the track parcel and future river park parcel. Track parcel conveyance was made to Toll Brothers. River park parcel conveyance was made to Hunter-Pasteur Northville.
- Continuing to work with the Land Bank.

- Continuing to work with City, County, and State relative to infrastructure installation and river park permitting. Joint permit application to EGLE is in the public notice process now. After public comment window closes, HP will work with the City regarding bonding and obtaining a grading permit.
- Asbestos abatement in the south buildings should be complete within 3-4 weeks.
- After utilities shut off, HP will be applying for a demolition permit on the south.
- On the north, HP is working with the City to be able to close on the City parking lot. Two vacated homes and apartment buildings on the north have been abated, and HP has submitted for a demo permit. The goal is to be moving dirt and starting land development activity in April.
- Draft 381 Work Plan has been submitted to EGLE.

Chair McGow thanked the development team for hosting a well-attended community meeting last night, relative to updating everyone regarding project status.

i. Subordination Agreement and Consent

The Brownfield Authority has been asked to consent (“Consent to Assignment”) to the Subordination Agreement between CIBC Bank US and Hunter Pasteur Northville LLC and Toll Northeast V Corporation. The Subordination Agreement serves as a security agreement, and the Brownfield Authority is being asked to consent that if ever there is a default by the developer, any tax increment revenues would be directed to the appropriate lender. If there are no revenues, no money will be paid out. The Brownfield Authority is not a party to the agreements between the developers and their lenders.

The Brownfield Authority is also asked to consent (“Consent to Assignment”) to the Security Agreement and Collateral Assignment of Tax Increment Revenue between Hunter Pasteur Northville LLC and CIBC Bank USA.

The two “Consent to Assignments” do not create any new obligations on the Brownfield Authority, except that in the case of developer default, the Authority will pay the lender instead of the developer. This is clearly stated in the “consent” documents. Again, if there are no tax increment revenues, no money will be paid out.

After discussion, the following motions were offered:

MOTION by Aniol, support by Carter, to approve the Consent to Assignment for the Security Agreement and Collateral Assignment of Tax Increment Revenues between Hunter Pasteur Northville, LLC and CIBC Bank.

Motion passed unanimously by voice vote.

MOTION by Moroski-Browne, support by Hay, to approve the Consent to Assignment for the Security Agreement and Collateral Assignment of Tax Increment Revenues between Hunter Pasteur Northville, LLC and Toll Northeast V Corp.

Motion passed unanimously by voice vote.

ii. EGLE Grant

\$1 Million EGLE (Michigan Department of Environment, Great Lakes, and Energy) grant received last Monday. Appendix A of the grant agreement describes what the grant is intended to fund. The grant is a 50-50 grant, allowing the grantee to spend an amount on demolition costs equal to what is being spent on pure environmental work (testing, remediation, removal of contaminated material, etc.).

Testing the river area soils is a qualified environmental activity. Bret Stuntz, SME, has developed in collaboration with the State a tentative incremental testing plan of separate discrete segments. Some segments may be contaminated and have to be removed to the appropriate landfill. Other segments may be clean. The clean soil will also have to be removed to complete the river daylighting, but the clean soil will not necessarily have to be removed from the entire project site; it could be used for site elevations, for instance.

In any event, this scenario means that the costs of the environmental cleanup will not be known until the testing is done, and costs could come in low (if significant number of segments are clean). Demolition funds from the EGLE grant cannot be more than is spent on the environmental work. Right now the grant has \$497,750 for both testing and transportation and disposal of contaminated materials, and an equal amount for removing the concrete culvert in the river. The \$5,000 remaining is for a standard close-out report.

The grant agreement needs to be authorized and signed by the City.

The Board discussed the question: What happens to river daylighting and the EGLE grant if contamination remediation costs come in low?

- Costs have to be incurred whether there is contamination or not.
- Work dealing with contamination is eligible for approval by EGLE.
- Work based on park infrastructure development is eligible for approval by MEDC (Michigan Economic Development Corporation), unless the land is owned by the Land Bank at the time the work is done, in which case it is eligible for approval by MSF (Michigan Strategic Fund).
- Any costs covered by the EGLE grant shortens the TIF repayment period, and is a win-win for everyone.
- EGLE grant reimbursement of demolition costs will follow reimbursement for environmental costs; environmental costs must be reimbursed first.
- The original \$17M cap will not change. Some costs are coming in below the numbers estimated two years ago.

The Board discussed who should sign the EGLE grant agreement. The agreement is with the Brownfield Authority but the signature line asks for the signature of the City Manager. After discussion, and to keep the project moving in a timely way, it was decided that the Brownfield Authority will delegate authority to the City Manager to sign, after review by counsel. (See motion on bottom of p. 5 of these minutes.)

The grant agreement requires quarterly reports, which will also be received by the City Manager, as signatory to the agreement. There will be a sub-grant agreement at a subsequent meeting, authorizing the City/BRA to release the grant funds to Hunter Pasteur.

The Board discussed the terms of the grant, which they had not had time to comprehensively review, as the grant was just received. The focus of the grant was the river, and the grant contemplated removal of the concrete under the river. In other words, ARPA (America Rescue Plan Act) funds will be utilized for demolitions aboveground, and the EGLE grant will be used for demolition of the underground culvert.

The use of grant funds will have to be put in a work plan. Any on-site field changes must be discussed with EGLE up front because the work could potentially move across categories; anything above \$20K will have to be bid out. Even if the total grant is not used, 3% of the grant can be used for administrative overhead.

From a cash flow standpoint, the EGLE grant combined with the ARPA grant offers the advantage of being able to pay for some things up front, while waiting for brownfield tax increments to come through, and potentially reducing the time schedule of the payback.

Questions arose regarding the Act 381 Work Plan and whether the BRA needs to approve the Work Plan. Brownfield Consultant Seimer explained that the BRA's role is to approve and recommend approval by City Council of the Brownfield Plan that includes all of the costs. The Act 381 Work Plan, whether that be environmental or non-environmental, becomes a highly technical document with review and feedback from EGLE across the board. The conversations with the BRA and what has been approved in the policies and procedures is that staff may review and transmit the formal Act 381 Work Plan to the respective state jurisdictions. Many other municipalities follow this same process.

The work plan for the EGLE grant is different than the Act 381 Work Plan.

Brownfield Consultant Seimer further explained that when reimbursement requests from the developer come in, many Boards will pass a motion to allow for administrative review of the requests, depending on the timeline involved, with notification to the Brownfield Redevelopment Authority that the requests came in and were paid, via a compiled report of all receipts.

Member Aniol said that due to the public scrutiny of this development project, for the sake of transparency it might be best if the BRA discussed/reviewed all the work plans, including the Act 381 Work Plan, so that people have a level of comfort regarding the plans and the project as it moves forward. Also, the work plan, because of its specificity, allows the BRA to ensure that local capture is protected and not taken advantage of.

Chair McGow pointed out the importance of moving a project along. Regarding the work plan, the BRA could adopt a resolution which authorizes AKT Peerless and City Manager as staff, to review and finalize the work plan in conjunction with the developer, and coordinate with the appropriate agencies for submission and review.

The Board discussed the advantages of having the work plan come before the BRA vs. the implications of that extra step on the timing of the project.

Brownfield Consultant Seimer pointed out that AKT Peerless had actually negotiated the EGLE grant agreement, based on the understanding that BRA policies delegated approval to staff or to consultants. This is predominant process throughout the state. The intention is to present the work plan to EGLE soon – probably within the next 2 weeks – in order to start other work that has to be done that is in the 381 Plan, that is not going to be covered by the EGLE grant. EGLE’s view is for the grant to focus on the park area and river, with the TIF being used for the rest of the eligible activities, at least for the time being. Waiting for BRA approval of work plan or work plan changes holds up the project, including contractors who may already be on site.

Brownfield Consultant Seimer said she had been seeing the work plans all along and there have been no concerns. In terms of continual review by AKT Peerless, a memorandum of review could be sent to the Board whenever things come up or changes are made. For the sake of transparency, all documents could be published on the City’s BRA website.

Chair McGow suggested having the submitted EGLE grant work plan be included as part of the Board packet for the next meeting; this would not slow down the process while ensuring transparency of process.

After discussion, the Board accepted this idea, and also suggested that any new documents going forward always become an agenda item. Documents should also be placed alongside the minutes on the City’s BRA minutes webpage.

The Board discussed other issues, including:

- Scheduling pedestrian path construction to coincide with other construction in the area, so as not to have to work over the same area twice. It was important to coordinate efforts.
- Similarly, recently when several lead EGLE people were in the same meeting discussing this project, it came up that the people who protect aquatic species in the river have a different view of what should be sampled. For instance, in a contaminated area, they want testing done not just to the riverbed, but a certain amount below that because of the impact the soils under the water have on fish and aquatic life. The incremental sampling will help inform whether the river bed is dug out to 12’ or to 14’ or more, and whether the soil is backfilled or whether clean soil is used.
- The Toll Brothers project is going to start west of Center Street on the Farmers’ Market parcel, starting this spring/early summer. Work on the east side of Center street should start in the fall.
- Demolition permit is waiting on utility shut-offs, which should be received next week.

Chair McGow indicated he was ready to entertain a motion relative to signing for the EGLE grant, and Attorney Saarela said she had prepared a resolution addressing this matter. After discussion and amendment, the following motion was offered:

MOTION by Aniol, support by Hay, to approve the RESOLUTION AUTHORIZING ACCEPTANCE OF A BROWNFIELD REDEVELOPMENT GRANT FOR THE DOWNS REDEVELOPMENT PROJECT, which resolution authorizes City Manager George Lahanas to execute documentation

necessary to accept the grant award and to enter into the agreement with EGLE as required to accept the grant, subject to review and approval of Northville Brownfield Redevelopment Authority’s legal counsel, with the following change:

- **Change 2nd line of header to read “COUNTY OF WAYNE”**

Motion passed unanimously by voice vote.

After discussion and amendment, the following motion was offered:

Motion by Aniol, support by Carter, that in accordance with Section 3.5 of the NBRA Policies and Procedures, City staff and consultants are authorized to review and work with the Developer and Developer’s consultants to finalize and submit all Act 381 Work Plans and Grant Work Plans to the appropriate state agencies, and shall provide the NBRA Board with copies of all Act 381 Work Plans and Grant Work Plans after submission, to be filed and included in the agenda packet for the next NBRA meeting.

Chair McGow said the intent was for this motion to reflect standard policy for all projects going forward.

Motion passed unanimously by voice vote.

iii. Application for State/School Tax Increment revenue capture

Mr. Barr explained that the school tax capture is part and parcel of a work plan request. When the developer submits to EGLE, they were also submitting for approval to use school tax for environmental activities.

The communication with MEDC was not quite so clear-cut, but was improving.

In response to questions, Mr. Barr said during the construction phase there is a due care plan that is prepared by the consultant and distributed by the developer to various contractors. The due care plan is specific to the parts of the property known as “facilities,” and Mr. Barr listed the areas that meet due care criteria on the site. Right now, there are no known conditions off site that justify concern for anyone off the property.

In response to questions, Mr. Herkowitz said he thought the pedestrian path will be opened with a second bridge for people to use in order to run along the river to access Hines Park by Nov. 1, 2025.

After a brief discussion of how contaminated soils and water spoils will be removed off site (the removal will be part of the work plan design), Chair McGow closed discussion.

5. SET NEXT MEETING DATE

April 24, 2024, 7:00pm.

6. ADJOURN

The meeting adjourned at 9:25pm.

Respectfully submitted,
Cheryl McGuire
Recording Secretary

**CITY OF NORTHVILLE BROWNFIELD REDEVELOPMENT AUTHORITY /
HUNTER PASTEUR NORTHVILLE LLC.
BROWNFIELD REDEVELOPMENT SUBGRANT AGREEMENT**

This **SUBGRANT AGREEMENT** (“Agreement”) is entered into as of April __, 2024 between the **CITY OF NORTHVILLE BROWNFIELD REDEVELOPMENT AUTHORITY**, whose address is 215 West Main Street Northville, Michigan 48167 (“Grantor”), and **HUNTER PASTEUR NORTHVILLE LLC**, a Michigan limited liability company, whose address is 32300 Northwestern Highway, Suite 230, Farmington Hills, Michigan 48334; (“Grantee”).

RECITALS

WHEREAS, Grantor applied for and was awarded a Brownfield Grant (the “Award”) in the amount of One Million Dollars (\$1,000,000) from the Michigan Department of Environment, Great Lakes, and Energy (the “EGLE”) pursuant to the Brownfield Grant Agreement (the “Contract”) attached hereto as Exhibit A. The State of Michigan is authorized to provide grant assistance pursuant to Part 196, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended (NREPA);

WHEREAS, Grantee is the owner of certain parcels of real property located in the City of Northville, Wayne County, Michigan that are described and/or depicted in Exhibit B (the “Property”) or was the owner of the Property which has been conveyed to the Wayne County Land Bank Corporation;

WHEREAS, Grantee anticipates completing or causing completion of certain proposed eligible activities described in draft work plan dated on or about April 23, 2024 which was submitted to EGLE and reviewed by the Grantor’s representative (the “Work Plan”), and subsequent work plans approved by EGLE and the Grantor (collectively, “Approved Work Plans”) in connection with the development completion of The Downs project (the “Project”);

WHEREAS, Grantor has approved a Subgrant, using the EGLE Award, in the amount of up to One Million Dollars (\$1,000,000) (the “Grant”). The purpose of this Grant is to pay for certain eligible activities to be performed on the Property which are or will be described in the Approved Work Plans. This Agreement is subject to the terms and conditions specified in the Contract in addition to the terms and conditions specified herein;

WHEREAS, Grantee has stated that this Grant is necessary to prepare the Property for the redevelopment as a residentially-oriented community of mixed density and housing options, including approximately 18,610 square feet of commercial space (including 2,084 square feet of row house flex-space and excluding lobbies in the apartment and condominium buildings and the leasing offices in the apartment building) and approximately 11.6 acres of natural and green spaces (including the River Park and Central Park but excluding storm water management facilities and pocket parks), including construction in the north portion of approximately 178 for-rent

apartments, 42 for-sale condominiums, 31 row houses. In the south parcel of land in the current plan there will be approximately 94 townhomes, 32 single-family attached homes, 38 single-family detached homes and 28 carriage homes.

NOW THEREFORE, the Grantor and Grantee, intending to be legally bound, agree as follows:

1. Grant. Subject to and as provided by the conditions of this Agreement, Grantor agrees to subgrant up to One Million Dollars (\$1,000,000) to Grantee to provide payment for the Eligible Activities listed in Approved Work Plans on the Property, subject to payment from such amount to Grantor, as designated by Grantor, of up to Two Hundred Forty-Five Thousand Two Hundred and Twenty Six Dollars (\$245,226) of Due Care Planning, Four Hundred Seventy-Four Thousand Seven Hundred Fifty Dollars (\$474,750) for Demolition Expenses and Two Hundred Thirty-Nine Thousand Five Hundred Twenty Four Dollars (\$239,524) for Transportation and/or Disposal of Contaminated Soils, Thirty Thousand Dollars (\$30,000) of Grantor's administrative costs, Five Thousand Dollars (\$5,000) for EGLE Work Plan, Five Hundred Dollars (\$500) for signage, and Five Thousand Dollars (\$5,000) for a the project closeout report, subject to adjustment as provided in the Contract (the "Eligible Activities").

1.01 Term. The term of the Grant Agreement begins on the later of the date of the final execution of the Agreement or the date of the final execution of the Contract ("Start Date") and shall end two years thereafter ("End Date"), unless an extension is requested by the Grantee and approved by the Grantor. Any such request shall be given prompt, good faith consideration by Grantor.

1.02 Disbursement; Use of Grant Proceeds and Documentation. Grantee shall undertake or cause to be undertaken the Eligible Activities specified in the Approved Work Plans. Not more frequently than quarterly, following commencement of the Eligible Activities, Grantee shall provide Grantor with invoices, evidence of payment, and partial lien waivers documenting the Eligible Activities detailed in the Approved Work Plans and undertaken on the Property (each, a "Draw Request"); provided that a Draw Request may be made not less than one month after the submission of a previous submission if in the amount of at least fifteen percent (15%) of the total Grant amount. Within fifteen (15) business days of receipt of each Draw Request, Grantor shall notify Grantee of the adequacy of Draw Request documentation. Upon satisfactory review of Draw Request, Grantor shall submit documentation to EGLE as required by the Contract with a request for funding.

Grantor shall make payments to or at the direction of Grantee only after EGLE is satisfied with Draw Request documentation and only to the extent that EGLE provides funding of the Draw Request to the Grantor (the "Grant Proceeds"). No Draw Request shall be approved by the Grantor until Grantor receives satisfactory evidence that all invoices have been paid by Grantee or, in its sole discretion, Grantor is satisfied with the lien waivers or other evidence of payment submitted by Grantee to Grantor with respect to the proceeds of previous Draw Requests having been made

to the appropriate parties by Grantee. Grantor may make payments via two-party checks payable to Grantee and a contractor, subcontractor, vendor or others.

The Grantee shall be entitled to request payment of up to Nine Hundred Fifty-Nine Thousand Five Hundred Dollars (\$959,500) of the Grant Amount, subject to adjustment as provided in the Contract. Up to ten percent (10%) of the Grant Amount may be withheld from the final Draw Requests until the Project is completed in accordance with Section 1.04, Closeout and the Approved Work Plans.

Grantee shall provide copies of all results, data and analysis performed on the Property to the Grantor no later than 90 days after the Eligible Activities are concluded. Use of Grant Proceeds for anything but the Eligible Activities shall constitute an Event of Default pursuant to Paragraph 2.04.

Expenses incurred by the Grantee prior to the Start Date or after the End Date of this Agreement are not allowed under this Agreement, unless otherwise specified as an Eligible Activity. Any costs not specified as an Eligible Activity are the sole responsibility of Grantee.

1.03 Changes. Any changes to this Agreement other than budget line-item revisions that are not greater than 20 percent (20%) of the budget line item as listed in Section 1 above shall be requested by the Grantee in writing, and are subject to approval in writing by the Grantor. The Grantor reserves the right to deny requests for changes to the Agreement or to the appendices. No changes can be implemented without approval by the Grantor.

1.04 Closeout. Determination of Project completion, which may include a site inspection and an audit, shall be made by the Grantor after the Grantee has met any match obligations, satisfactorily completed the activities, and provided products and deliverables described in the Approved Work Plans. Upon issuance of final payment from the Grantor, the Grantee releases the Grantor of all claims against the Grantor 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 Grantor's claims against the Grantee. The Grantee shall immediately refund to the Grantor any payments in excess of the costs allowed by this Agreement.

1.05 Ineligible Expenses. Although the following costs may be related to the scope of work described in the Approved Work Plans, the following shall be presumptively considered ineligible for reimbursement under this Agreement (in the absence of a specific approval of such costs by Grantor): Office equipment; software; insurance, except liability insurance required pursuant to this Agreement; taxes, except sales taxes; registrations, including registration of an underground storage tank; replacement or purchase of equipment; fees, including but not limited to, drinking water supply replacement, as defined in 1990 AACS Rule 299.5401; operation and maintenance, as defined in 1990 AACS Rule 299.5103(d); restoration of property or infrastructure, unless included in the Approved Work Plans; fees for attorneys or

legal advice (except as permitted under MCL 125.2652(o)(i)(D) or otherwise under Act 381 of 1996 as amended; grant recipient staff time for application submittal; costs incurred for environmental activities under a local Brownfield Redevelopment Authority Plan; costs incurred for activities outside an EGLE-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. Other expenses may be determined eligible or ineligible by Grantor in accordance with the provisions of law, the Contract or the Approved Work Plans.

2. **Events of Default.** Upon occurrence of an Event of Default which is not cured by the Grantee within thirty (30) days after written notice to the Grantee by the Grantor (or within such additional period deemed by Grantor in its sole discretion to be reasonable and necessary to cure such Event of Default), then immediately, without necessity of further notice or any other action by the Grantor, unless waived in writing by Grantor, all or any part of the Grant disbursed thus far shall be immediately due and payable at Grantor's option (the "Payment Demand"). Unless all of the Payment Demand is then fully paid, Grantor shall have and may exercise any rights and remedies provided in this Agreement, or granted secured or unsecured parties under the Michigan Uniform Commercial Code, or provided under any security agreement or other Grant document. The occurrence of one or more of the following events shall constitute an "Event of Default":

2.01 Performance. Grantee fails to perform or cause to be performed the Eligible Activities specified in the Approved Work Plans as provided herein.

2.02 Compliance. Grantee fails to comply with or perform a material term, material obligation, material covenant, or material condition contained in this Agreement or any other written representation related to the Grant when due.

2.03 Grantee fails to make or contest in good faith, to the extent any are applicable, any insurance payment when due.

2.04 Ineligible Activities. Grantee uses the Grant Proceeds to pay for any activity or item that is not part of the Eligible Activities specified in the Approved Work Plans.

2.05 Documentation. Grantee fails to provide any invoices, documentation or receipts required by this Agreement.

3. **Reporting.** Grantee acknowledges that Grantor is required to submit quarterly reports to EGLE on or before April 30, July 31, October 15 and January 31 of each year during the term of this Agreement. Grantee agrees to provide all required supporting documentation (invoices, proof of payment, etc.) for expenses in full on a quarterly basis at least seven (7) business days prior to the due date for each reporting period, The Grantee shall assist the Grantor in the completion of a final status report, providing all supporting documentation for expenses, along with the final project report and any other outstanding products within 15 business days from the End Date of this Agreement.

4. Representations and Warranties. All representations and warranties of Grantee stated in the terms and conditions contained in the Agreement or in any document submitted in connection with the Grant shall be true and correct as of the Grant's date as though made on such date. As evidenced by Grantee's signature below, Grantee acknowledges that Grantor is relying on the following representations of the Grantee:

4.01 Organization: Grantee is a limited liability company duly organized and in good standing under the laws of the State of Michigan, and has the legal power and authority to own properties and assets and to carry out business as now being conducted and is qualified to do business in every jurisdiction wherein such qualification is necessary; it has the legal power and authority to execute and perform this Agreement, and to do any and all other things required of it hereunder, and this Agreement, and all other documents contemplated herein, when executed on behalf of the Grantee by its duly authorized agent(s), will be valid and binding obligations legally enforceable in accordance with their terms. On the Agreement's date, Grantee has its principal office and substantially all of its business operations and employees located within the State of Michigan.

4.02 Full Disclosure: Neither the Agreement nor other documents submitted in connection with the Grant or any written statements, or certificates furnished by Grantee to Grantor in connection with the Grant contain any untrue statement of material fact, or omit a material fact necessary to make the statements misleading. To the best of Grantee's knowledge, there is no fact that has not been disclosed to Grantor in writing, which is likely to have a materially adverse effect on Grantee's properties, business or condition, financial or otherwise or to diminish Grantee's ability to perform the Agreement.

4.03 Litigation: Except as Grantee has disclosed in writing to Grantor, there are no pending or, to the best of the knowledge of the Grantee, threatened litigation, proceeding or governmental investigation which could materially and adversely affect the ability of the Grantee or its subsidiaries, if any, to perform its covenants hereunder.

4.04 Compliance with Laws: To the best of its knowledge, Grantee is not, and will not during the term of the Agreement be in material violation of any laws, ordinances, regulations, rules, orders, judgments, decrees or other requirements imposed by any governmental authority to which it is subject; provided, that in the event Grantee shall become in material violation of any such laws, ordinances, regulations, rules, orders, judgments, decrees or other requirements imposed by any governmental authority to which it is subject, it shall promptly inform the Grantor in writing and diligently proceed to correct any such violation.

4.05 Permits: All local, state, and federal permits, if required, are the responsibility of the Grantee. Award of Grant is not a guarantee of permit approval by EGLE.

4.06 Property: Grantee agrees to maintain the Property and assets in customary repair, order and condition. This covenant shall not prohibit Grantee from conducting environmental investigation, remediation or construction of project improvements on the Property.

4.07 Taxes: The Grantee shall be solely responsible to pay all taxes, if any, that arise from the Grantee's receipt of this grant.

4.08 Non-Discrimination. The Grantee complies 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.

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

4.10 Economic Development The Grantee 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. In the event the proposed development changes or is not implemented, the Grantee shall immediately notify the Grantor in writing.

4.11 No Additional Funding. The Grantee acknowledges, by signature of this Agreement, that the Grantor is not obligated to provide additional funding for this Project. The Grantee shall assume responsibility for any additional environmental activity costs necessary to complete the Project in excess of the Grant.

4.12 Debarment and Suspension. The Grantee has executed a Certification Regarding Debarment and Suspension, attached hereto as **Exhibit C**.

5. Indemnification. Grantee shall indemnify and hold Grantor harmless against all liability, damage, injury or other claims asserted by or on behalf of any individual person, firm or entity, arising or occurring in connection with: (i) the Agreement; (ii) any and all related Grant documents executed and delivered by Grantee in connection with the Agreement; or (iii) Grantee's management, ownership, occupancy, or use of any of the Property or assets purchased with the Grant or pledged as security for the Grant, provided however, nothing herein shall make the Grantee liable for any liability, damage, injury or other claims

asserted by or on behalf of any individual person, firm or entity, arising or occurring in connection with condition of the Property or any contamination as may be disclosed in the reports to be generated as part of the Eligible Activities or otherwise, nor for any past, present or future activities of Grantor at the Property which may be outside of the scope of the Eligible Activities.

6. Contractor Qualifications and Insurance. Grantee affirms that its environmental response contractor (the “Contractor”) has examined the Property, is fully familiar with local conditions, and is able to execute the Eligible Activities. The Contractor shall carry out the Eligible Activities consistent with the level of care and skill exercised by similar contractors performing comparable services under comparable circumstances. The Contractor shall maintain and keep in full force and effect the following insurance: Pollution and General Liability Insurance with a minimum of One Million Dollars (\$1,000,000.00) coverage per occurrence and One Million Dollars (\$1,000,000.00) in the aggregate, and Commercial Automobile Liability insurance, including owned, non-owned and/or leased, with minimum combined single limits of One Million Dollars (\$1,000,000.00), Worker’s Compensation Insurance which meets Michigan’s statutory requirements and Employer’s Liability Insurance with minimum limits of Five Hundred Thousand Dollars (\$500,000.00), and Grantee and Grantor shall be listed as additional insureds other than with respect to Worker’s Compensation Insurance. Grantor 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 Grantor will consider the Grantee to be the sole point of contact with regard to matters concerning this Agreement, 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.

6.1 EGLE Review. For contracts over \$20,000, the Grantee shall provide, or cause to be provided, the qualifications of the selected contractor(s) to the Grantor who will provide them to EGLE. Grantor and EGLE reserve the right to object to the selected contractor(s) or their qualifications. If Grantor or EGLE has objections, the Grantor will inform the Grantee in writing, together with a specific description of any objections by Grantor, and any specification of objections provided to Grantor by EGLE, within (ten) 10 days of receipt of the selected contractor’s qualifications.

6.2 Bids. 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 in compliance with EGLE’s bidding requirements. The Grantee shall provide to EGLE 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 and obtain the approval of EGLE and Grantor of the selection.

6.3 Part 215 Actions. Any contractor(s) retained for corrective action on regulated underground storage tanks shall be approved in accordance with Part 213, Leaking

Underground Storage Tanks, and Part 215, Underground Storage Tank Financial Assurance, of the NREPA.

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

7. **Insurance.** In addition to Contractor's insurance requirements, as indicated in Section 6, Grantee shall maintain and keep in full force and effect insurance of the types and amounts necessary to protect the security for Grantee's indebtedness to the Grantor, including without limitation, Commercial General Liability Insurance with a minimum of (\$1,000,000.00) coverage per occurrence and One Million Dollars (\$1,000,000.00) in the aggregate, Builder's Risk Insurance endorsed to provide coverage for Grantee's materials, equipment and personal property including owned, non-owned and leased equipment or property), and Commercial Automobile Liability insurance, including owned, non-owned and/or leased, with minimum combined single limits of One Million Dollars (\$1,000,000.00), Worker's Compensation Insurance which meets Michigan's statutory requirements and Employer's Liability Insurance with minimum limits of Five Hundred Thousand Dollars (\$500,000.00), and Grantee and Grantor shall be listed as additional insureds. Insurance coverage shall be primary in relation to any other insurance or self-insurance available to the Grantor. Insurance shall be placed with an insurer with an A.M. Best's Rating of no less than A: VII. The Grantor and its officers, employees and agents shall be named as Additional Insureds except with respect to Worker's Compensation Insurance. Grantee shall deliver to Grantor prior to the commencement of work after the date of this Agreement and from time to time at Grantor's request certificates of insurance or policies setting forth all business insurance then in effect. Policies shall be endorsed to provide that the Grantor shall be provided with written notice thirty (30) days prior to any cancellation, suspension or reduction in limits.
8. **Assignment.** The Grantee shall not assign this Agreement or assign or delegate any of its duties or obligations under this Agreement to any other party other than an entity controlled by Grantee without the prior written consent of the Grantor. The Grantor does not assume responsibility regarding the contractual relationships between the Grantee and any subcontractor.
9. **Cancellation.** This Agreement may be canceled by the Grantor, upon thirty (30) days written notice, due to State of Michigan Executive Order, budgetary reduction, or other lack of funding, upon request by the Grantee, or upon mutual agreement by Grantor and Grantee.
10. **Termination.** This Agreement may be terminated by the Grantor as follows.
 - 10.01 **Notice.** Upon 30 days written notice to the Grantee:
 - a. In the event of an Event of Default that is not cured within the time permitted under Section 2 above.

- b. If the Grantee presents false information to the Grantor or EGLE for the purpose of obtaining this Agreement or any payment under this Agreement.
- c. If the Grantor or EGLE 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 Grantor or the State of Michigan in an attempt to secure a sub-contract or favorable treatment in awarding, amending, or making any determinations related to the performance of this Agreement.
- d. If the Grantee or any contractor, 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 successors and, if the case of a contractor, subcontractor, manufacturer, or supplier of the Grantee, Grantee does not terminate its relationship with such person within thirty (30) days of written notice to Grantee by Grantor.

During the 30-day written notice period, the Grantor shall also withhold payment for any findings under subparagraphs a. through d. above.

10.02 Immediate. Immediately and without further liability to the Grantor if the Grantee, or any agent of the Grantee is:

- a. Convicted of a criminal offense incident to the application for or performance of a state, county, 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 Grantor, reflects on the Grantee's business integrity.
- e. Added to the federal or state Suspension and Debarment list.

10.03 Repayment of Proceeds. If the Contract is terminated, the Grantor reserves the right to require the Grantee to repay all or a portion of funds received under this Agreement to the extent required by EGLE.

- 11. Notices.** Any notice, consent, waiver, request or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed given (a) on the same day if delivered personally, (b) three business days after mailed if delivered by certified or registered mail, return receipt requested, postage prepaid, or (c) one business day after dispatched if dispatched by nationally recognized overnight delivery service, addressed to the party's address as follows:

To Grantee:

Randall P. Wertheimer
Hunter Pasteur Northville LLC
32300 Northwestern Highway,
Suite 230
Farmington Hills, Michigan 48334

With a copy to:

Richard Barr
Honigman LLP
2290 First National Building
660 Woodward
Detroit, Michigan 48226

To the Grantor:

City of Northville Brownfield Redevelopment Authority
215 W. Main Street
Northville, Michigan 48167
Attention: George Lahanas, Executive Director

With a copy to:

Samantha Mariuz
AKT Peerless Environmental Services
22725 Orchard Lake Road
Farmington, MI 48336
248-615-1333
mariuzs@aktpeerless.com

Either party may, upon prior written notice of ten (10) calendar days, change its address for all subsequent notices.

Grantee and Grantor have signed this Agreement on April ____, 2024.

“GRANTEE”

HUNTER PASTEUR NORTHVILLE LLC,
a Michigan limited liability company

By: _____
Name: Randall P. Wertheimer
Its: Manager

STATE OF MICHIGAN)
)
COUNTY OF OAKLAND)

This document was acknowledged before me on April ____, 2024, by Randall P. Wertheimer, Manager of HUNTER PASTEUR NORTHVILLE LLC.

Notary Public,
_____ County, Michigan
My Commission Expires: __/__/__

“GRANTOR”

CITY OF NORTHVILLE BROWNFIELD REDEVELOPMENT AUTHORITY

By: _____

Print Name: _____

Its: _____

STATE OF MICHIGAN)
)
COUNTY OF WAYNE)

 This document was acknowledged before me on April ____, 2024, by
_____, the _____ of the City of Northville Brownfield
Redevelopment Authority.

Notary Public,
_____ County, Michigan
My Commission Expires: __/__/__

EXHIBIT A

Brownfield Grant Agreement
Between
Michigan Department of Environment, Great Lakes, and Energy
And
City of Northville Brownfield Redevelopment Authority

EXHIBIT B

Description of Property

LEGAL DESCRIPTION

PARCEL 1:

T.B. PARCEL:

PART OF LOTS 182, 183, 184, 192, 193, 194, 195, 196, 197 AND THE SOUTHERLY HALF OF VACATED BEAL AVENUE LYING NORTHERLY OF LOT 183 OF "ASSESSOR'S NORTHVILLE PLAT NO. 2", AS RECORDED IN LIBER 66 OF PLATS, PAGE 44, WAYNE COUNTY RECORDS;

ALL OF THE AFOREMENTIONED BEING MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 168 OF SAID "ASSESSOR'S NORTHVILLE PLAT NO. 2"; THENCE S05°12'42"E 453.66 FEET ALONG THE EAST LINE OF CENTER STREET (50 FEET WIDE) TO THE POINT OF BEGINNING; THENCE N85°03'47"E 809.59 FEET; THENCE 37.43 FEET ALONG A 200.00 FEET RADIUS CURVE TO THE RIGHT, SAID CURVE HAVING A CENTRAL ANGLE OF 10°43'23" AND A CHORD WHICH BEARS S89°34'32"E 37.38 FEET; THENCE S84°12'51"E 12.74 FEET; THENCE N05°46'41"W 5.11 FEET; THENCE S84°12'51"E 6.33 FEET; THENCE N38°39'03"E 29.76 FEET; THENCE S84°12'51"E 131.93 FEET; THENCE S05°47'09"W 25.00 FEET ALONG THE SOUTHERLY EXTENSION OF THE EASTERLY LINE OF THAT PORTION OF VACATED BEAL AVENUE PER RESOLUTION RECORDED IN LIBER 20023, PAGE 101, WAYNE COUNTY RECORDS; THENCE S84°12'51"E 118.47 FEET ALONG THE SOUTH LINE OF BEAL AVENUE (50 FEET WIDE); THENCE S05°47'07"W 237.01 FEET; THENCE N86°49'47"W 65.89 FEET; THENCE N71°34'29"W 24.85 FEET; THENCE N84°12'53"W 15.55 FEET; THENCE S81°30'30"W 22.05 FEET; N84°12'53"W 70.94 FEET; THENCE S04°56'13"E 234.48 FEET; THENCE N85°03'47"E 97.11 FEET; THENCE 59.23 FEET ALONG A CURVE TO THE RIGHT, WITH A RADIUS OF 30.04 FEET, AND A CHORD BEARING N54°29'43"E 50.09 FEET; THENCE S68°59'01"E 91.46 FEET; THENCE 136.24 FEET ALONG A CURVE TO THE RIGHT, WITH A RADIUS OF 145.00 FEET, AND A CHORD BEARING S42°03'58"E 131.28 FEET; THENCE S15°08'56"E 33.33 FEET; THENCE 49.98 FEET ALONG A CURVE TO THE RIGHT, WITH A RADIUS OF 145.00 FEET, AND A CHORD BEARING S05°16'28"E 49.73 FEET; THENCE 15.15 FEET ALONG A CURVE TO THE RIGHT, WITH A RADIUS OF 48.43 FEET, AND A CHORD BEARING S11°57'12"W 15.08 FEET; THENCE 59.41 FEET ALONG A CURVE TO THE LEFT, WITH A RADIUS OF 82.69 FEET, AND A CHORD BEARING S04°30'55"W 58.14 FEET; THENCE 75.62 FEET ALONG A CURVE TO THE RIGHT, WITH A RADIUS OF 179.78 FEET, AND A CHORD BEARING S05°57'24"E 75.06 FEET; THENCE 46.43 FEET ALONG A CURVE TO THE LEFT, WITH A RADIUS OF 60.73 FEET, AND A CHORD BEARING S12°14'17"E 45.31 FEET; THENCE 183.34 FEET ALONG A CURVE TO THE RIGHT, WITH A RADIUS OF 239.13 FEET, AND A CHORD BEARING S12°48'12"E 178.88 FEET; THENCE S17°29'02"W 83.39 FEET; THENCE

50.00 FEET ALONG A CURVE TO THE RIGHT, WITH A RADIUS OF 39.00 FEET, AND A CHORD BEARING S54°12'42"W 46.65 FEET; THENCE N89°03'37"W 180.08 FEET; THENCE 28.30 FEET ALONG A CURVE TO THE RIGHT, WITH A RADIUS OF 65.00 FEET, AND A CHORD BEARING N76°35'17"W 28.08 FEET; THENCE 37.01 FEET ALONG A CURVE TO THE RIGHT, WITH A RADIUS OF 55.27 FEET, AND A CHORD BEARING N36°30'22"W 36.33 FEET; THENCE 36.29 FEET ALONG A CURVE TO THE LEFT, WITH A RADIUS OF 90.49 FEET, AND A CHORD BEARING N28°57'39"W 36.05 FEET; THENCE 21.97 FEET ALONG A CURVE TO THE RIGHT, WITH A RADIUS OF 72.56 FEET, AND A CHORD BEARING N28°49'35"W 21.89 FEET; THENCE 21.30 FEET ALONG A CURVE TO THE RIGHT, WITH A RADIUS OF 50.00 FEET, AND A CHORD BEARING N07°56'45"W 21.14 FEET; THENCE N04°15'38"E 46.31 FEET; THENCE 70.80 FEET ALONG A CURVE TO THE RIGHT, WITH A RADIUS OF 55.00 FEET, AND A CHORD BEARING N41°08'17"E 66.01 FEET; THENCE N78°00'55"E 38.26 FEET; THENCE N05°53'15"W 10.22 FEET; THENCE S85°03'47"W 97.02 FEET; THENCE S04°56'13"E 72.07 FEET; THENCE 77.03 FEET ALONG A CURVE TO THE RIGHT, WITH A RADIUS OF 175.00 FEET, AND A CHORD BEARING S07°40'21"W 76.41 FEET; THENCE S20°16'56"W 8.36 FEET; THENCE 42.08 FEET ALONG A CURVE TO THE LEFT, WITH A RADIUS OF 125.00 FEET, AND A CHORD BEARING S10°38'17"W 41.88 FEET; THENCE S00°59'39"W 30.55 FEET; THENCE N89°00'21"W 178.17 FEET; THENCE N43°05'04"W 95.18 FEET; THENCE ALONG THE SOUTH LINE OF SAID LOT 183 THE FOLLOWING FOUR (4) COURSES: 1) S78°36'11"W 254.94 FEET, 2) S78°39'12"W 117.60 FEET, 3) N77°44'48"W 142.02 FEET, AND 4) N57°47'56"W 135.76 FEET; THENCE N05°05'49"W 578.08 FEET ALONG THE EAST LINE OF CENTER STREET (60 FEET WIDE); THENCE N05°12'42"W 389.50 FEET CONTINUING ALONG THE EAST LINE OF SAID CENTER STREET TO THE POINT OF BEGINNING.

PARCEL 2:

PARKING PARCEL:

LOT 223, LOT 224, LOT 226, LOT 227, LOT 228, AND PART OF LOT 225 OF "ASSESSOR'S NORTHVILLE PLAT NO. 3", AS RECORDED IN LIBER 66 OF PLATS, PAGE 43, WAYNE COUNTY RECORDS, MORE PARTICULARLY DESCRIBED AS: BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 223; THENCE S05°05'49"E 485.34 FEET ALONG THE WEST LINE OF CENTER STREET; THENCE N78°06'14"W 87.93 FEET ALONG THE NORTH LINE OF EDWARD HINES DRIVE; THENCE CONTINUING ALONG THE NORTH LINE OF SAID EDWARD HINES DRIVE, 258.72 FEET ALONG A 1842.59 FOOT CURVE TO THE RIGHT, SAID CURVE HAVING A CENTRAL ANGLE OF 08°02'42", AND A CHORD WHICH BEARS N74°02'51"W 258.51 FEET; THENCE NORTH 04°38'15"W 228.14 FEET ALONG THE EAST LINE OF SOUTH WING STREET; THENCE N84°11'48"E 49.85 FEET; THENCE SOUTH 04°32'04"E 29.85 FEET; THENCE N84°01'07"E 161.44 FEET ALONG THE NORTH LINE OF SAID LOT 226; THENCE N05°57'44"W 160.02 FEET ALONG THE

WEST LINE OF SAID LOT 224; THENCE N82°12'58"E 115.10 FEET ALONG THE SOUTH LINE OF FAIRBROOK STREET TO THE POINT OF BEGINNING.

PARCEL 3:

VACANT PARCEL:

LOT 219 AND LOT 220 OF "ASSESSOR'S NORTHVILLE PLAT NO. 3", AS RECORDED IN LIBER 66 OF PLATS, PAGE 43, WAYNE COUNTY RECORDS, CITY OF NORTHVILLE, WAYNE COUNTY, MICHIGAN.

RIVER PARK:

LOTS 185-191, AND PART OF LOTS 183, 184, 192, 193, 194, 195, 196, AND 197 OF "ASSESSOR'S NORTHVILLE PLAT NO. 2", AS RECORDED IN LIBER 66 OF PLATS, PAGE 44, WAYNE COUNTY RECORDS:

ALL OF THE AFOREMENTIONED BEING MORE PARTICULARLY DESCRIBED AS: BEGINNING AT THE NORTHEAST CORNER OF LOT 185 OF SAID "ASSESSOR'S NORTHVILLE PLAT NO. 2", SAID POINT ALSO BEING THE INTERSECTION OF THE SOUTH LINE OF BEAL AVENUE AND THE WEST LINE OF RIVER STREET; THENCE ALONG THE WEST LINE OF RIVER STREET THE FOLLOWING THREE (3) COURSES: 1) S09°44'28"E 227.57 FEET, 2) S15°01'28"E 427.16 FEET, AND 3) S15°34'36"E 462.92 FEET; THENCE S85°45'58"W 238.48 FEET; THENCE N89°00'21"W 384.92 FEET; THENCE N00°59'39"E 30.55 FEET; THENCE 42.08 FEET ALONG A CURVE TO THE RIGHT, WITH A RADIUS OF 125.00 FEET, AND A CHORD BEARING N10°38'17"E 41.88 FEET; THENCE N20°16'56"E 8.36 FEET; THENCE 77.03 FEET ALONG A CURVE TO THE LEFT, WITH A RADIUS OF 175.00 FEET, AND A CHORD BEARING N07°40'21"E 76.41 FEET; THENCE N04°56'13"W 72.07 FEET; THENCE N85°03'47"E 97.02 FEET; THENCE S05°53'15"E 10.22 FEET; THENCE S78°00'55"W 38.26 FEET; THENCE 70.80 FEET ALONG A CURVE TO THE LEFT, WITH A RADIUS OF 55.00 FEET, AND A CHORD BEARING S41°08'17"W 66.01 FEET; THENCE S04°15'38"W 46.31 FEET; THENCE 21.30 FEET ALONG A CURVE TO THE LEFT, WITH A RADIUS OF 50.00 FEET, AND A CHORD BEARING S07°56'45"E 21.14 FEET; THENCE 21.97 FEET ALONG A CURVE TO THE LEFT, WITH A RADIUS OF 72.56 FEET, AND A CHORD BEARING S28°49'35"E 21.89 FEET; THENCE 36.29 FEET ALONG A CURVE TO THE RIGHT, WITH A RADIUS OF 90.49 FEET, AND A CHORD BEARING S28°57'39"E 36.05 FEET; THENCE 37.01 FEET ALONG A CURVE TO THE LEFT, WITH A RADIUS OF 55.27 FEET, AND A CHORD BEARING S36°30'22"E 36.33 FEET; THENCE 28.30 FEET ALONG A CURVE TO THE LEFT, WITH A RADIUS OF 65.00 FEET, AND A CHORD BEARING S76°35'17"E 28.08 FEET; THENCE S89°03'37"E 180.08 FEET; THENCE 50.00 FEET ALONG A CURVE TO THE LEFT, WITH A RADIUS OF 39.00 FEET, AND A CHORD BEARING N54°12'42"E 46.65 FEET; THENCE N17°29'02"E 83.39 FEET; THENCE 183.34 FEET ALONG A CURVE TO THE LEFT, WITH A RADIUS OF 239.13 FEET, AND A CHORD BEARING N12°48'12"W 178.88 FEET; THENCE 46.43 FEET ALONG

A CURVE TO THE RIGHT, WITH A RADIUS OF 60.73 FEET, AND A CHORD BEARING N12°14'17"W 45.31 FEET; THENCE 75.62 FEET ALONG A CURVE TO THE LEFT, WITH A RADIUS OF 179.78 FEET, AND A CHORD BEARING N05°57'24"W 75.06 FEET; THENCE 59.41 FEET ALONG A CURVE TO THE RIGHT, WITH A RADIUS OF 82.69 FEET, AND A CHORD BEARING N04°30'55"E 58.14 FEET; THENCE 15.15 FEET ALONG A CURVE TO THE LEFT, WITH A RADIUS OF 48.43 FEET, AND A CHORD BEARING N11°57'12"E 15.08 FEET; THENCE 49.98 FEET ALONG A CURVE TO THE LEFT, WITH A RADIUS OF 145.00 FEET, AND A CHORD BEARING N05°16'28"W 49.73 FEET; THENCE N15°08'56"W 33.33 FEET; THENCE 136.24 FEET ALONG A CURVE TO THE LEFT, WITH A RADIUS OF 145.00 FEET, AND A CHORD BEARING N42°03'58"W 131.28 FEET; THENCE N68°59'01"W 91.46 FEET; THENCE 59.23 FEET ALONG A CURVE TO THE LEFT, WITH A RADIUS OF 30.04 FEET, AND A CHORD BEARING S54°29'43"W 50.09 FEET; THENCE S85°03'47"W 97.11 FEET; THENCE N04°56'13"W 234.48 FEET; THENCE S84°12'53"E 70.94 FEET; THENCE N81°30'30"E 22.05 FEET; THENCE S84°12'53"E 15.55 FEET; THENCE S71°34'29"E 24.85 FEET; THENCE S86°49'47"E 65.89 FEET; THENCE N05°47'07"E 237.01 FEET; THENCE S84°12'51"E 171.18 FEET ALONG THE SOUTH LINE OF SAID BEAL AVENUE TO THE POINT OF BEGINNING.

EXHIBIT C
CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

Contractor: Hunter Pasteur Northville LLC
Grantor: City of Northville Brownfield Redevelopment Authority
Project: The Downs
Contract: City of Northville Brownfield Redevelopment Authority/Hunter Pasteur Northville LLC Brownfield Redevelopment Authority Grant Agreement
Contract Year: 2024

1. The Contractor certifies to the best of its knowledge and belief, that:
 - a. The Contractor and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal agency;
 - b. The Contractor and its principals have not, within a three-year period preceding this contract, 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 public transaction; violation of Federal or State antitrust statutes, or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. The Contractor and its principals are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in 1. b. above; and;
 - d. The Contractor and its principals have not, within a three-year period preceding this contract, had one or more public transactions (Federal, State or local) terminated for cause or default.
2. The certification in this clause is a material representation of fact upon which reliance was placed. When the Grantor determines that the Contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Grantor, the Grantor may terminate this Contract for cause or default.
3. The Contractor shall provide immediate written notice to the Grantor if, at any time, Contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms “covered transaction”, “debarred”, “suspended”, “ineligible”, “lower tier covered transaction”, “Grantee”, “person”, “primary covered transaction”, “principal”, “proposal”, and “voluntarily excluded”, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76.
5. The Contractor agrees that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Port.
6. The Contractor further agrees that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction”, provided by the Grantor, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A Contractor may rely upon a certification of a participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A Contractor may decide the method and frequency by which it determines the eligibility of its principals. Each Contractor may, but is not required to, check the Nonprocurement List (of excluded parties).
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a Contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. If a Contractor is in a covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in violation of this Certification, in addition to other remedies available to the Grantor, the Grantor may terminate this transaction for cause or default.

EXECUTION

IN WITNESS WHEREOF, the Contractor has executed this Certification on the dates set forth below.

HUNTER PASTEUR NORTHVILLE LLC.
a Michigan corporation

By: _____
Name: _____
Its: _____

STATE OF MICHIGAN)
)
COUNTY OF OAKLAND)

 This document was acknowledged before me on April ____, 2024, by _____,
_____ of HUNTER PASTEUR NORTHVILLE LLC.

Notary Public,
_____ County, Michigan
My Commission Expires: __/__/__

1.0 Background and Purpose

On January 7, 2019, the City of Northville City Council voted to establish a Brownfield Redevelopment Authority (BRA) in accordance with the Brownfield Financing Act, Act 381 of the Public Acts of the State of Michigan of 1996, as amended (Act 381).

The purpose of the Brownfield Redevelopment Authority (Authority) is to encourage the revitalization, redevelopment, and reuse of eligible property, as defined by Act 381 and the Natural Resources and Environmental Protection Act, Act 451 of the Public Acts of the State of Michigan of 1994, as amended (Act 451). The BRA is authorized to administer a Brownfield Redevelopment Program (Program), which provides economic incentives through the use of Tax Increment Financing (TIF) revenues to pay for or reimburse public or private costs of “eligible activities.”

The Program also supports the use of additional economic incentives and financing mechanisms to assist with the redevelopment of eligible property. This may include economic development programs administered by the Michigan Economic Development Corporation (MEDC)/Michigan Strategic Fund (MSF), Michigan Department of Environment, Great Lakes and Energy (EGLE), Michigan State Housing Development Authority (MSHDA), and the United States Environmental Protection Agency (EPA), and other state or federal agencies.

2.0 Policies

2.1 Eligible Properties

The BRA is authorized to consider Brownfield Plans for properties that meet the definition of “eligible property,” under Act 381.

2.2 Eligible Activities

The BRA is authorized to allow the use of Tax Increment Financing (TIF) revenues to pay for or reimburse public or private costs of “eligible activities,” as defined in Act 381

Eligible Activities may include:

- Baseline Environmental Assessment (BEA) activities
- Due care activities (which limit exacerbation of, or exposure to, contamination on a site)
- Additional response activities
- Reasonable costs of preparing a Brownfield Plan, Act 381 Work Plan and actual cost of Work Plan review
- Demolition (above and below ground)
- Lead and asbestos assessment and abatement
- Administrative fees
- Capture for the Local Brownfield Revolving Fund (LBRF)
- Reasonable cost of environmental insurance

Housing Development Eligible Activities may include:

- Infrastructure improvements that are necessary for housing property and supports housing development activities
- Site preparation that is not a response activity and that supports housing development activities

- Reimbursement provided to owners of rental housing units for qualified rehabilitation.
- Costs for infrastructure available for public use and safety improvements necessary for a housing project.
- Costs of demolition and renovation of existing buildings and site preparation, to the extent necessary to accommodate an income qualified purchaser household or income qualified renting household.
- Temporary household relocation costs for an income qualified household for a period not to exceed 1 year.
- Acquisition cost for blighted or obsolete rental units, to the extent the acquisition would promote rehabilitation or adaptive reuse of the blighted or obsolete rental unit to accommodate an income qualified purchaser household or income qualified renting household.
- Reimbursement provided to a developer to fill a financing gap associated with the development of housing units priced for income qualified households and to assist with costs related to infrastructure improvements and site preparation that are not a response activity and that are necessary for new housing development for income qualified households on eligible property.

Payment of interest from tax increment revenues (TIR) or advances made for eligible activities shall not be approved except in cases where there is a public interest. Applicants are encouraged to obtain approval for school tax capture as appropriate for the eligible activities requested. Local tax capture for eligible activities will be limited to the proportional share that captured local tax mills have to the total property taxes, even in cases where state tax capture is not approved. The exception will be those cases where there is a public interest.

The applicant is responsible for keeping detailed records of all eligible expenses and investments, including purchase orders, invoices, waiver of liens, contracts, and records of payment, and for providing these to the City when requesting the incentive. Final reimbursement will be based on the records provided, and the City is not responsible for incomplete or inaccurate records.

2.3 Qualification for Incentives

- 2.3.1** The proposed project site meets the definition of an “eligible property” as defined in Act 381.
- 2.3.2** The BRA supports inclusion of the eligible property in the Brownfield Plan and use of TIF to support the proposed Brownfield Project.
- 2.3.3** The proposed redevelopment for the eligible property is consistent with the master plans, zoning ordinances and community, sustainability, and economic development, and housing goals of the City.
- 2.3.4** The existing character of the eligible property is such that the redevelopment activities would be limited or prohibited without Brownfield assistance provided by Act 381 and/or other Brownfield programs. In addition, the project

developer commits to explore all other private and public funding sources, as determined in consultation with the BRA.

- 2.3.5** An analysis demonstrates that the required eligible activities can be satisfactorily completed within the available resources under this program, or if not, that supplemental funding sources, such as private equity or financing, tax credits, grants, or loans, will be utilized to complement the financial resources available under Act 381 for proposed projects.
- 2.3.6** The developer has provided evidence of a firm commitment to the project and a demonstration of sufficient experience, financial resources, and development capabilities to successfully implement the proposed redevelopment project.
- 2.3.7** The proposed project site has adequate access to the necessary public infrastructure and utilities needed to serve the proposed redevelopment project, as determined by the City's Community Development and Engineering Departments.
- 2.3.8** The BRA reserves the right to consider other factors as applicable to a specific project and its impact on neighboring properties.
- 2.3.9** Completing the project will adequately address the brownfield conditions upon which the need for financial assistance was requested.

2.4 Local-Only Qualification

The BRA will consider costs of all eligible activities as defined in Act 381 to be reimbursed with both incremental local and school taxes to the extent practical; however, there are circumstances when reimbursement with local-only tax increments will be approved. Each such project and eligible activity for which reimbursement with local only tax increments is proposed will be considered on case-by-case basis and must meet the following criteria:

- 2.4.1** Reimbursement of the costs of eligible activities and interest using local only tax increments will be considered only if the following conditions are met.
 - 2.4.1.1** All activities must be eligible under Act 381.
 - 2.4.1.2** Need and rationale for the local-only capture, based on project economics and/or schedule demands, must be demonstrated.
 - 2.4.1.3** Descriptions and costs of activities and interest must be included in an approved Brownfield Plan.
- 2.4.2** Eligible activities completed on an eligible property prior to the approval of the Brownfield Plan may be considered for local only reimbursement.
 - 2.4.2.1** On all eligible activities whether environmental or non-environmental.
- 2.4.3** Activities were conducted no earlier than 90-days prior to City Council approval of the Brownfield Plan.
- 2.4.4** All criteria described in Section 2.2 above are met.
- 2.4.5** Eligible activities that are conducted after Brownfield Plan approval and are included in a Work Plan Submitted to EGLE, MSF or MSHDA for approval, but are not approved by EGLE, MSF, or MSHDA, or such Work Plan approval is not sought, will be considered if all of the following criteria are met:

2.4.5.1 Must be an eligible environmental or non-environmental activity as outlined in section 2.1.

2.4.5.2 All criteria described in Section 2.2 above are met.

2.5 Qualification for Eligible Activities Prior to Brownfield Plan Approval

2.5.1 Non-environmental eligible activities completed on an eligible property prior to the approval of the Brownfield Plan will be considered for school and local reimbursement provided these eligible activities are defined in an Act 381 Work Plan may include the following:

2.5.1.1 Only non-environmental activities that are eligible within the City of Northville and included in an approved Brownfield Plan,

2.5.1.2 Submitted to and approved by the MSF, and

2.5.1.3 Activities were conducted no earlier than 90-days prior to City Council approval of the Brownfield Plan.

2.5.2 Environmental eligible activities completed on an eligible property prior to the approval of the Brownfield Plan will be considered for school and local reimbursement for Baseline Environmental Assessment activities that include:

2.5.2.1 Phase I Environmental Site Assessments (ESAs)

2.5.2.2 Phase II ESAs

2.5.2.3 Baseline Environmental Assessments (BEAs)

2.5.2.4 Due Care Planning Activities

2.5.2.5 Activities conducted no earlier than 12/31/2012

2.6 Administrative Cost Reimbursement

2.6.1 Annual reimbursement of reasonable and actual BRA administrative and operating costs from local taxes is permitted under Act 381 of 1996, as amended. Each Brownfield Plan will include capture of administrative fees to cover actual expenses related to operating of the Brownfield Redevelopment Program.

2.6.2 For reimbursement of actual administrative expenses, the BRA will transfer to its Administrative Fund five percent (5%) of annual TIF capture. Actual administrative expenses will be reimbursed with local-only incremental taxes.

2.6.2.1 As determined by the BRA, a potential addition of minimum capture, may be requested for administrative costs if proposed TIR estimates do not account for anticipated administrative costs incurred to administer the Plan.

2.6.2.2 Actual administrative expenses, as defined by Act 381, include the following:

2.6.2.2.1 Assistance provided to consultants and developers to prepare Brownfield Plans and Work Plans.

2.6.2.2.2 Review and approval of Brownfield Plans and Work Plans.

- 2.6.2.2.3** Preparation, review, and approval of Reimbursement and/or Development Agreements.
- 2.6.2.2.4** Review and approval of actual eligible activities.
- 2.6.2.2.5** Managing and accounting tax increment capture and disbursement.
- 2.6.2.2.6** Managing and accounting eligible activity reimbursement.
- 2.6.2.2.7** Managing and distributing funds from the Local Brownfield Revolving Fund (LBRF).
- 2.6.2.2.8** Community education and outreach.
- 2.6.2.2.9** Other reasonable and administrative operating expenses of the Authority.

2.7 Local Brownfield Revolving Fund (LBRF) Capture

It is the intent of the BRA to capitalize the Local Brownfield Revolving Fund (LBRF). The BRA intends to include provisions to capture revenues for deposit into the LBRA in the approved Brownfield Plan for each project. The BRA intends to capture all or a portion of the LBRF funds after the reimbursement period for eligible activities for a period not-to-exceed five years in accordance with Act 381.

LBRF funds will be used in accordance with the LBRF Policy, adopted by the BRA and subject to the restrictions of Act 381. A LBRF application must be completed by the applicant and submitted to staff if BRA LBRF revenues are being considered for a project.

The BRA intends to capture LBRF funds pursuant to the following criteria:

- 2.7.1** The BRA will capture incremental local and school taxes, if applicable, to the extent allowed by Act 381, to fund the LBRF until funds in the following amount have been placed in the LBRF, which is a maximum amount equivalent to five years of capture after eligible activities costs have been reimbursed.
- 2.7.2** The rate and schedule of incremental tax capture for LBRF will be determined on a case-by-case basis. Considerations will include, but not limited to the following: total capture duration, total annual capture, project economic factors, and level of existing LBRF funding, and projected need for LBRF funds.
- 2.7.3** School taxes for EGLE eligible activities can be captured for LBRF deposit, but school taxes for MSF activities cannot be captured for LBRF deposit. The amount of school taxes deposited into the LBRF for EGLE activities cannot exceed the total amount of school taxes used to reimburse eligible activities.
- 2.7.4** If an approved Brownfield Plan does not provide for the capture of incremental school taxes, or provides for reimbursement of only MSF eligible activities, LBRF capture will derive solely from the incremental local taxes. In these circumstances, the impact of LBRF funding on the duration of the local capture will be considered in determining the amount and schedule for LBRF capture.

- 2.7.5** Exceptions to this policy due to extraordinary circumstances will be considered on a case-by-case basis.

2.8 Brownfield Plan Termination

Unless otherwise agreed to in writing by the BRA, a Brownfield Plan may be terminated by the BRA if:

- 2.8.1** The Developer and the BRA have not finalized and executed the Reimbursement Agreement, if required; within one year (365 days) after the date the Brownfield Plan is approved by City Council; or,
- 2.8.2** The Eligible Activities have not begun within three (3) years after approval of the Brownfield Plan: or,
- 2.8.3** The developer has not followed the appropriate Reimbursement Process within three and a half years as outlined in section 3.6 below; or,
- 2.8.4** In no event, however, shall the Plan extend beyond the maximum term allowed by Section 13(1)(f) of Act 381, for the duration of the Plan.

3.0 Procedures

The City of Northville and the BRA recognize the importance of development project schedules and will expedite the Brownfield Plan review and approval process to the greatest extent practical.

The following summarizes the typical steps for accessing available Brownfield incentives in Northville. The procedure may be adjusted if the applicant proposes completing a combined Brownfield Plan and Act 381 Work Plan.

All documents which are to be reviewed and/or acted on by the BRA must be distributed to the Chairman and BRA Board members at least one week prior to the meeting date or the item will be removed from the agenda.

3.1 Pre-Application: Project Concept Application Submittal

- 3.1.1** The applicant must complete a Project Concept Application (Application) and submit to the City of Northville to initiate the Brownfield process with the BRA. Please refer to the Application for details on the requested information. Applications will be considered only when accompanied with a non-refundable application fee based on the total project investment.
- 3.1.1.1** \$0 – 5 Million: \$1,000
- 3.1.1.2** \$5 – 10 Million: \$2,500
- 3.1.1.3** \$10 Million and above: \$4,000
- 3.1.2** Staff and the BRA will review the information and work with the developer if revisions are necessary.
- 3.1.3** Following administrative review, information will be forwarded to the BRA for formal review and consideration at a public meeting. It is recommended that the applicant attend the meeting to present the project.

- 3.1.4** If the applicant's Application is supported by the BRA, the BRA will recommend the developer proceed with a formal Brownfield Plan. If the BRA approves a project Application, it is not obligated to approve the Brownfield Plan.

3.2 Brownfield Plan Development

- 3.2.1** The applicant must develop a Brownfield Plan which must include all sections identified in Act 381, Section 13(1) (MCL 125.2663 Brownfield Plan; Provisions). The site must be an eligible property and all activities must be eligible activities as defined in Act 381. The plan must also be consistent with the BRA policies outlined in Section 2.0 above.
- 3.2.2** If the applicant is seeking school tax reimbursement, the applicant must meet with staff, EGLE and/or the MEDC, and/or MSHDA to determine the level of support for the project.
- 3.2.3** Staff will review the Brownfield Plan and work with the developer if revisions are necessary.

3.3 Brownfield Plan Approval

The Brownfield Plan must be approved by the BRA and City Council. The Brownfield Plan approval process consists of the following activities:

- 3.3.1** Staff will provide the Brownfield Plan (produced as described in Section 3.2) above to the BRA for their consideration.
- 3.3.2** It is the intention of the BRA that all meetings be conducted as Open Meetings. However, at times the Board may have reason to conduct closed meetings in accordance with the law.
- 3.3.3** If the BRA approves the Brownfield Plan, a Public Hearing will be established by City Council.
- 3.3.4** Following the Public Hearing, City Council considered the Brownfield Plan for approval.
- 3.3.5** If the Brownfield Plan is approved by City Council, a resolution shall be executed, and staff and the BRA will proceed with a reimbursement agreement.

3.4 Reimbursement Agreement Execution

Following the approval of the Brownfield Plan, a reimbursement agreement must be executed. The reimbursement agreement must be approved by the BRA, then fully executed in accordance with the City Contract Procedures.

3.5 Act 381 Work Plan Approval

If the Brownfield Plan includes the capture of school taxes for eligible activities, an Act 381 Work Plan (Work Plan) must be completed in accordance with the requirements of Act 381 and guidance published by EGLE/MEDC/MSHDA and submitted to staff. Staff will review the Work Plan and work with the Applicant and the Applicant's representative to finalize it.

Staff then will coordinate with the appropriate agency(s) for the submission and review of the Brownfield Plan, Act 381 Work Plan, and other necessary documents as follows:

- 3.5.1** If the TIF includes capture of school taxes for environmental activities, staff will submit a completed Work Plan to EGLE. The Work Plan must include the approved Brownfield Plan, which will be evaluated during the Work Plan review.
- 3.5.2** If the TIF includes capture of school taxes for non-environmental eligible activities, staff will submit a completed Work Plan to the Michigan Economic Development Corporation (MEDC) to review on behalf of the Michigan Strategic Fund (MSF). The Work Plan submission must include the approved Brownfield Plan, a signed Development Agreement or Reimbursement Agreement and other documents and information as required by the MEDC.
- 3.5.3** If the TIF includes capture of school taxes for housing development eligible activities, staff will submit a completed Work Plan to the Michigan State Housing Development Authority (MSHDA) to review. The Work Plan submission must include the approved Brownfield Plan, a signed Development Agreement or Reimbursement Agreement, Potential Rent Loss (PRL) & Total Housing Subsidy (THS) used to establish the reasonableness of certain housing activities for which tax capture is planned, and any other documents required by MSHDA.
- 3.5.4** City staff and its consultants are authorized to review and work with the Applicant and Applicant's consultants to finalize and submit all Act 381 Work Plans and Grant Work Plans to the appropriate state agencies and shall provide the NBRA Board with copies of all Act 381 Work Plans and Grant Work Plans after submission to the appropriate state agencies to be filed and included in the agenda packet for the next NBRA meeting.

3.6 Reimbursement Process

The following outlines the conditions that must be met before reimbursement will occur.

- 3.6.1** The BRA will begin the reimbursement process after the following have been completed:
 - 3.6.1.1** The Brownfield Plan has been approved.
 - 3.6.1.2** The Reimbursement Agreement has been executed.
 - 3.6.1.3** The Act 381 Work Plan has been approved by EGLE, and/or MSF, and/or MSHDA as appropriate.
 - 3.6.1.4** The approved eligible activities have been completed and/or initiated.
 - 3.6.1.5** All the appropriate invoices and documentation for actual costs incurred to conduct the approved eligible activities have been submitted and reviewed by the BRA, subject to the conditions outlined in the reimbursement agreement.
- 3.6.2** TIF capture begins subject to the following:
 - 3.6.2.1** All taxes and special assessments due or owing to the City and/or County are paid in full.

3.6.2.2 The tax year is within TIF capture period specified in the Brownfield Plan and Act 381.

- 3.6.3** The BRA will only reimburse the actual costs to conduct approved eligible activities. The BRA uses only the incremental taxes generated by the redevelopment project to reimburse approved eligible activities, and the yearly reimbursement amount is based on the actual yearly incremental taxes collected.
- 3.6.4** Invoices, eligible activity documentation and proof of payment must be submitted to the BRA. The actual eligible activity cost should be summarized in a form similar to the Eligible Activity Tracking Table provided in the Reimbursement Agreement.
- 3.6.5** Failure to produce invoices, eligible activity documentation and proof of payment to the BRA within 180 days of the incurred cost will result in forfeiture of the available TIR for those eligible activities under the Plan.
- 3.6.6** If invoices, eligible activity documentation and proof of payment are not provided, the plan shall expire and no longer be valid as outlined in Section 2.7 above.

The actual amount of TIF reimbursement in any year may be reduced by the amount of TIF allocated for the reimbursement of BRA administrative expenses, funding the LBRF and reimbursement of 3 mills of SET, as provided in the approved Brownfield Plan, Reimbursement Agreement, and Act 381.

4.0 Associated Costs and Fees

4.1 Brownfield Plan Preparation Agreement

The developer is responsible for payment of all invoices, legal and professional fees associated with the preparation of the Brownfield Plan, any amendments to that Plan, the Reimbursement Agreement and review and tracking of eligible expenses.

4.2 Fees*

- 4.2.1** There is a non-refundable Application fee based on level of investment as detailed in Section 3.1 of the Policies and Procedures.
- 4.2.2** The City will charge a Brownfield Plan Review fee through escrow. This escrow fee will include technical, legal, and administrative review of the Plan, as well as review of all corresponding environmental reports requested by the City and/or the BRA, and will be based on the complexity of the documents submitted. The applicant will provide an escrow payment in an amount to be determined by City Staff, for the Brownfield Plan review prior to being placed on the BRA Meeting Agenda.
- 4.2.3** The City will charge a Work Plan review fee through escrow for the Act 381 Work Plan. This escrow fee will include technical, legal, and administrative review and will be based on the complexity of the selected remedy and the extent of the Work Plan.

*Escrow account balance will be drawn down based upon the actual invoices and hourly rate of consultants, administrative professionals, and/or attorneys. This may be reimbursed through TIR in an approved Plan.

- 4.2.4** The City requires a reimbursement review fee through escrow for legal, financial, and administrative review, in order to verify expenses when submitting a Reimbursement Request package. This escrow fee will be based on the complexity of the request.
- 4.2.5** The Applicant will provide additional escrow for the Work Plan review and/or Reimbursement Request at the time of submittal if there are not enough funds available to complete the review. If escrow is below \$1,000, the City shall collect additional escrow funds.

5.0 Contact Information

Persons interested in the Brownfield Redevelopment Program are encouraged to contact the City Manager's Office at 248-449-9905 or glahanas@ci.northville.mi.us. The office mailing address is 215 W. Main Street Northville, MI 48167.