

AGENDA

Cascade Charter Township
Brownfield Redevelopment Authority Board
December 13, 2021
10:00 a.m.
Cascade Library Wisner Center
2870 Jacksmith Dr. SE

Public may access the meeting via video conference software Zoom

<https://us02web.zoom.us/j/84749994042>

Meeting ID: 847 4999 4042
By Phone: +1 312 626 6799

- ARTICLE 1.** Call the Meeting to Order
Record the Attendance
- ARTICLE 2.** Approval of the Agenda
- ARTICLE 3.** Approval of the Minutes of October 15, 2021
- ARTICLE 4.** Acknowledge visitors and those wishing to speak to agenda & Non-agenda Items (Comments are limited to five minutes per Speaker)
- ARTICLE 5.** Discussion regarding the Process and Purpose of the Work Plan - Susan
- ARTICLE 6.** Discuss and Consider the Robinson Dental Work Plan
- ARTICLE 7.** Any Other Business
 - a. Private Road Maintenance
- ARTICLE 8.** Adjournment

Minutes
Cascade Charter Township
Brownfield Redevelopment Authority Board
Friday, October 15, 2021
1:00 P.M.
2870 Jacksmith Ave SE

ARTICLE 1. Chairwoman Kleyla called the meeting to order at 1:00 P.M.
Members Present: Chris Noordyke, Chairwoman Michele Kleyla, Township Supervisor Grace Lesperance
Members Absent: Aaron Mead, Kathy DeVries
Others Present: Director Sandra Korhorn, Township Manager Ben Swayze, and Susan Wenzlick, consultant with Fishbeck

ARTICLE 2. Approve the current Agenda
Motion was made by Member Noordyke to approve the current Agenda. Supported by Supervisor Lesperance. Motion carried 3 to 0.

ARTICLE 3. Approve the minutes of the May 6, 2021 meeting
Motion was made by Member Noordyke to approve the current Agenda. Supported by Supervisor Lesperance. Motion carried 3 to 0.

ARTICLE 4. Acknowledge visitors and those wishing to speak to non-agenda items.
There were not any visitors that wished to speak to non-agenda items.

ARTICLE 5. Staff Update on the Robinson Dental Project
Director Korhorn shared updates on the Robinson Dental project. They are building a two story, 8,519 ft office at 5749 28th St SE. The work is intended to address stockpile removal, disposal, and assessment of in-place soils beneath the stockpile to determine if contaminated soil is present. If the soil underneath the stockpile is contaminated, Coco Properties will need to start using their loan as the grant they are currently working with only covers the topsoil.
Consultant Wenzlick said that the 381 loan workplan was sent in ten minutes before the meeting started and has yet to be reviewed. She shared that this document may include the sample results and that information should be available at the next meeting.

ARTICLE 6. Discuss BRA Website and Marketing Program
Director Korhorn brought up the new BRA webpage on the board's computers. It included links to bylaws, a list of board members, and more. There is hope that it may become a good way to promote the Brownfield Redevelopment Authority program to real estate agents and developers.

Chairwoman Kleyla asked if there should be a call to action added to the site such as telling prospective project participants who to contact for more information and how to express interest.

Member Noordyke suggested adding information about contaminated sites that fall under the BRA that are currently for sale since there is a new mapping tool at their disposal.

Consultant Wenzlick suggested using the 'list by address' section of the environmental mapper as it is simpler to understand but believed that, it would be a great addition to the website.

Member Noordyke suggested adding a page at the end of the mapper that defines what each item means as the layperson would not be able to easily interpret it.

ARTICLE 7. Consider Proposal for Consulting Services for Brownfield Work

Director Korhorn shared plans with the board to hire Fishbeck as a third-party consultant on the Robinson Dental Brownfield project. Reimbursements for the project thus far have come from the EGLE grant and EGLE requires the township to provide a third-party oversight consultant to work with the developer's consultant and represent the township's interest. The grant/loan from EGLE also covers the cost of the oversight consultant.

Director Korhorn provided the board with copies of a proposal from Fishbeck to act as the third-party consulting service. Consultant Wenzlick has been the township's Fishbeck contact thus far in relation to the BRA and she is very knowledgeable about the Robinson Dental project and the BRA as a whole. Staff recommend the BRA forward a positive recommendation of the proposal to the Township Board.

Member Noordyke said that he is very happy with the work Consultant Wenzlick has done so far but he wondered if the township had gotten quotes from any companies other than Fishbeck to act as third-party oversight consultants?

Manager Swayze said that he sees it as disingenuous to request quotes from other companies for a project that costs less than \$10,000 when we don't have any intention of using them and are wasting that company's time.

Member Noordyke sees it more as a smart way to show citizens that the township is checking into prices as there has been concern from members of the Township Board that the township is giving Fishbeck too much business.

Manager Swayze shared that the township has been systematically looking at the bigger projects to see if Fishbeck is the best option but that this smaller project was not one he believed another company would be better for.

Chairwoman Kleyla believed that if the BRA expressed the reasoning and level of experience Consultant Wenzlick has with the project, the Township Board would

understand why they Fishbeck was the best choice and the BRA wasn't requesting additional quotes.

Member Noordyke suggested adding an exit clause to the proposal.

Director Swayze said that he can ask the Township Board for that while the BRA approved the proposal with that consideration today.

Member Noordyke suggested the addition of a check in with the board in one year to see if the Township Board wants to continue using Fishbeck for this project.

Consultant Wenzlick said she would look into what the law was surrounding exit clauses. She found that there wasn't any information in the contract about exit clauses and there is only a line item in the budget defining oversight but not giving guidance as to what the oversight looks like.

Motion was made by Member Noordyke to approve the proposal with an evergreen, one-year term, as compliant with state laws and practices. Supported by Supervisor Lesperance. Motion carried 3 to 0.

ARTICLE 8. Any Other Business

The next meeting may be in 4-6 weeks to talk about the Brownfield loan, if needed.

ARTICLE 9. Adjournment

Motion to adjourn was made by Supervisor Lesperance. Supported by Member Noordyke. Motion carried 3 to 0. The meeting was adjourned at 1:28 P.M.

Respectfully submitted,

Grace Lesperance, Secretary

BROWNFIELD REDEVELOPMENT AUTHORITY (BRA) MEMORANDUM

To: Cascade Township BRA Board

From: Sandra Korhorn, DDA/Economic Development Director *SKK*

Subject: Discussion Re: the Process and Procedures of the Work Plan

Meeting Date: December 13, 2021

Susan Wenzlick will discuss the process and purpose of the work plan. This includes loan and 381 work plan requirements, comments from the State and their approval, as well as next steps for the work plan and closing out the grant and loan.

BROWNFIELD REDEVELOPMENT AUTHORITY (BRA) MEMORANDUM

To: Cascade Township BRA Board

From: Sandra Korhorn, DDA/Economic Development Director

Subject: Discuss and Consider Robinson Dental Work Plan

Meeting Date: December 13, 2021

SKK

In addition to the approved EGLE grant for the Robinson Dental project, they were also approved for a \$313,000 loan.

If you recall, the first phase of work, which included removing the soil pile, is grant eligible. Once the soil pile is removed, the grant pays for sampling the soil underneath the pile to see if that's contaminated. If it is, whatever the Robinson's need to remove for their basement becomes a loan expense. In order to collect TIF for the loan payment, an Act 381 work plan must be developed and approved by the BRA and EGLE.

The work plan is included in the packet as well as a communication from EGLE regarding the work plan and the consultant's responses.



ACT 381 and LOAN WORK PLAN #1

TO CONDUCT ELIGIBLE EGLE ENVIRONMENTAL ACTIVITIES

**ROBINSON DENTAL DEVELOPMENT
5749 28TH STREET SE
CASCADE TOWNSHIP, MICHIGAN**

**FOR:
CASCADE TOWNSHIP BROWNFIELD REDEVELOPMENT AUTHORITY**

DECEMBER 1, 2021

Prepared by:

**ENVIROLOGIC TECHNOLOGIES, INC.
2960 Interstate Parkway
Kalamazoo, MI 49048
(269) 342-1100**

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EXHIBITS

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- FIGURE 1: *Scaled Property Location Map*
- FIGURE 2: *Eligible Property Map(s)*
- FIGURE 3: *Proposed Extent of Soil Removal*
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- FIGURE 6: *Engineering Site Plan(s) or Site Plan(s)*

TABLES

- TIF Tables (Tax Capture/Reimbursement Schedule)*

ATTACHMENTS

- ATTACHMENT A: *Brownfield Plan and Resolution(s)*
- ATTACHMENT B: *Development and/or Reimbursement Agreement*
- ATTACHMENT C: *In-Situ Soil Analytical Data and Sample Locations*

ACT 381 and LOAN WORK PLAN #1

1.0 INTRODUCTION

This work plan is intended to serve as a work plan to execute work under an EGLE Brownfield Loan awarded to Cascade Charter Township and to allow the township to capture the tax increment from school millages to service the loan. Thus, this is both a Loan Work Plan and an Act 381 Work Plan. The following information is pertinent to the EGLE Loan:

Project Name: Robinson Dental Cascade Township

Project Location: 5749 28th Street SE, Cascade Township, Michigan 49546

EGLE Tracking Code: 2021-2463

EGLE Location Code: 6H15

Work Plan Date: December 1, 2021

Loan Work Plan Number: 1

Work Plan Subject: Due Care Activities; Contaminated Soil Removals

Awardee Name: Cascade Charter Township Brownfield Redevelopment Authority

Prepared by: Envirologic Technologies, Inc.

Prepared on behalf of: Cascade Charter Township Brownfield Redevelopment Authority

1.1 Proposed Redevelopment and Future Use for Each Eligible Property

The redevelopment includes the new construction of an 8,519-square-foot, one-story building with a basement. The subject property is located in a commercial area of Cascade Township. Coco Properties LLC is the developer and owner of the property, and the building will house Robinson Dental's fourth office location. The \$3–4 million project includes new construction, fixtures, and equipment and will create 35 new professional-level jobs. Construction is scheduled to begin in 2021, and the development will be ready for use in early 2022. The project is not located in a Qualified Local Unit of Government.

1.2 Eligible Property Information

1.2.1 Property Eligibility —

The property is an eligible property based on the presence of various contaminants identified on the subject property in soil and groundwater above generic residential cleanup criteria (GRCC). The subject property was occupied by a large mound of soil, waste asphalt, and concrete, which was removed utilizing EGLE Brownfield grant funding. Analytical results from a 2000 Phase II Environmental Site Assessment (ESA) identified arsenic, copper, zinc, benzo(a)pyrene, fluoranthene, naphthalene, and phenanthrene in soil at concentrations exceeding the current Groundwater Surface Water Interface Protection (GSIP) Criteria. The concentrations of arsenic and benzo(a)pyrene in soil also exceed the current Generic Residential Direct Contact (DC) Criteria, and arsenic exceeds Residential Drinking Water Protection (RDWP) Criteria. In 2008, a

Phase II ESA identified selenium, benzo(a)pyrene, fluoranthene, and phenanthrene in soil at concentrations exceeding GSIP Criteria and benzo(a)pyrene in excess of Generic Residential DC Criteria. Envirologic completed a Phase II ESA in 2020 to confirm and supplement prior results. The 2020 investigation confirmed the previous soil sampling results and identified the presence of arsenic, barium, copper, and lead in groundwater above Residential Drinking Water and GSI criteria. Sampling activities over the various investigations have demonstrated that no volatile organic compounds are present on the subject property.

Location/Legal Description

The eligible property is located at 5749 28th Street SE, Cascade Township, Kent County, Michigan. The Property Tax ID for the eligible property is 41-19-08-351-033. The property is a 3.03-acre parcel.

The legal description of the eligible property is as follows:

*411908351033 PART OF SW 1/4 COM AT SW COR OF SEC S 89D 38M 08S E ALONG S SEC LINE 264.0 FT TO E LINE OF CASCADE BELTLINE PLAT TH N 0D 50M 11S W ALONG SD E LINE 435.0 FT TO N LINE S 435 FT OF SW ¼ TH S 89D 38M 08S E ALONG SD N LINE 173.44 FT TO BEG OF THIS DESC - TH N 0D 50M 11S W 360.0 FT TO N LINE OF S 795 FT OF SW 1/4 TH S 89D 38M 08S E ALONG SD N LINE 367.08 FT TH S 0D 46M 41S E 360.0 FT TO N LINE S 435 FT OF SW 1/4 TH N 89D 38M 08S W ALONG SD N LINE 366.71 FT TO BEG * SEC 8 T6N R10W 3.03 A. SPLIT ON 02/06/2007 FROM 41-19-08-351-030*

The property is currently classified as 201 – Commercial Improved. Based on the Phase I Environmental Site Assessment prepared by Materials Testing Consultants, Inc. and dated October 2019, the property was agricultural from about 1938 through the mid-1950s and has been vacant since the 1960s. Deposition of fill on site occurred during the 1960s through 1970s and sometime between 2006 through 2009.

1.2.2 Current Ownership —

The subject property is owned by Coco Properties LLC

Contact: Coco Properties LLC
Dr. Elizabeth Robinson
8117 Ashwood Dr. SE
Ada, MI 49301
(616) 550-9721

1.2.3 Proposed Future Ownership —

No changes in ownership are proposed.

1.2.4 Delinquent Taxes, Interest, and Penalties —

There are no delinquent taxes, interest, or penalties due.

1.2.5 Existing and Proposed Future Zoning —

The current Cascade Charter Township zoning is PUD-82, and that zoning designation will remain in place for the new development. PUD refers to Planned Unit Development District, and PUD-82 is designated as Kraft St Partners – #8 of 2005.

1.3 Historical Use and Previous Ownership of Each Eligible Property

1.3.1 Historical Use —

A review of historical aerial photographs indicates that the subject property was used for agricultural purposes from before 1938 through the mid-1960s. The subject property was part of a larger parcel and owned by several entities from 1965 to 1981. Historic aerial photography shows that during this time period construction fill material was deposited on the subject property. During this time period, Kent Paving Company reportedly owned adjacent property where they had buildings for offices and a garage. It appears that the subject property was used by Kent Paving Company for the disposal of waste asphalt and concrete. There is no evidence that the property was ever developed with buildings or other structures. In 2007, a stormwater detention basin was constructed on the western half of the property. The purpose of the basin was to collect stormwater from the surrounding area. Based on a review of the aerial photographs, it appears that the large stockpiles that were on the property may have been spoils piles resulting from the excavation of the stormwater detention basin.

1.3.2 Previous Ownership —

Coco Properties LLC acquired the property from 5749 28th Street SE LLC, located at 4321 Orchard Creek Drive SE, Grand Rapids, Michigan. Visser Brothers was the owner of the property at the time of a 2000 Phase I ESA of the property and had reportedly owned the subject property since about 1985. According to the previous assessment, various private individuals were owners of the property prior to Visser Brothers' ownership.

1.4 Current Use of Each Eligible Property

The property is undeveloped land. It is occupied by a stormwater detention basin occupying the western half of the property. Former large spoils stockpile had occupied the eastern half of the subject property until their removal in September–October 2021.

1.5 Site Conditions and Known Environmental Contamination Summary

Previous investigations included soil sampling of the ground outside the perimeter of the spoils stockpile and through the stockpile near the stockpile and ground surface interface.

Those results are included in Table 2 (Attachment C) and identified the presence of arsenic, selenium, and fluoranthene above GSIP Criteria and arsenic and benzo(a)pyrene above DC Criteria. For the purposes of this work, the stockpile and ground surface interface is defined as the 770 foot elevation.

Concurrent with stockpile removal activities in September and October 2021, Envirologic conducted test pitting of in-place soils that were previously located beneath the stockpile. A total of four 4-foot-by-10-foot test pits were excavated to a depth of approximately 8 feet below ground surface (bgs). An x-ray fluorescence scanner (XRF) was used to field-analyze test pit soils for arsenic, copper, selenium, and zinc. For each minimum 2-foot depth interval throughout each test pit, three XRF readings were collected, for a total of approximately 60 readings. In addition, two discrete soil samples at various depths were collected from each test pit, for a total of eight discrete samples submitted to Bio-Chem Laboratory (Bio-Chem) for select metals and polynuclear aromatic hydrocarbon (PNA) analyses.

Fill material was observed from the ground surface to approximately 5 to 6 feet bgs in the test pits. The fill material was consistently underlain by light brownish-gray clay, appearing to be native soil with little debris, to the bottom of each test pit. The observed in-place fill material was consistent with that in the stockpile—also aesthetically impacted with concrete and asphalt debris, wood, and other organic matter—and there was no discernible difference between stockpile and in-place fill material.

Excavation for the future basement was conducted October 26, 2021 to November 5, 2021. Excavated soils are currently stockpiled on site for future disposal, pending approval of this work plan. Although the test pitting observations seemed to indicate that the fill material was underlain by an assumed clay layer, observations during full basement excavation indicated that these clay layers were localized and generally less than 1-foot thick, similar to discontinuous clay lenses, when present. Aside from these sporadic clay lenses, fill material and debris continued to be present to 13 feet bgs, the bottom of the planned excavation. The fill material at the bottom of the excavation was not suitable structurally. On November 3, 2021, Materials Testing Consultant (MTC), Sharp's subcontractor, performed geotechnical soil borings to determine the depth of fill material. MTC determined that the fill extended to approximately 1.5 to 2 feet below the bottom of the excavation. The excavation was extended to suitable soil at approximately 15 feet bgs, to allow for the placement of an acceptable sand base for the building footings.

On November 4, 2021, towards the end of basement excavation activities, a sheen was observed on the groundwater at the bottom of the excavation at 13 feet bgs along the east wall of the excavation, just south of the centerline. One discrete soil sample was collected and analyzed for PNAs, arsenic, selenium, copper, and zinc. One groundwater sample was also collected and analyzed for PNAs and volatile organic compounds (VOCs). The groundwater sample yielded non-detect results for PNAs and VOCs.

The eight discrete samples collected from the test pits yielded results below GRCC; however, the soil sample collected on November 4, 2021, contained arsenic above GRCC. The test pit XRF readings indicated the presence of arsenic, copper, selenium, and zinc above GSIP Criteria; arsenic and selenium above RDWP Criteria; and arsenic above DC Criteria. XRF readings were generally higher in the fill material, indicating a higher potential for impact in the fill material. Based on all analytical data available to date and observation of consistent aesthetic impact, the in-place fill material is considered contaminated and similar to the fill material in the spoils stockpile.

The analytical data is included on Table 1, and XRF data is summarized on Table 2, both in Attachment C. Attachment C also includes a map showing sample locations.

1.6 Functionally Obsolete, Blighted, and/or Historic Conditions

There are no functionally obsolete or historic conditions on site. While the presence of buried construction fill (asphalt and concrete) represents a condition consistent with the definition of “blighted” as defined in the Act, the property was not designated by the governing body as a blighted property.

1.7 Information Required by Section 15(12) of the Statute

This section is not relevant to this Work Plan.

2.0 SCOPE OF WORK AND COSTS

2.1 EGLE Eligible Activities

2.1.1 *Department Specific Activities* —

The eligible activities subject to this work plan are Due Care Activities related to the transportation and disposal of contaminated “in-situ” soil and construction fill material, reporting activities related to the EGLE Loan, oversight by a third-party professional, and administration of the loan. Costs are further described in Section 2.4.

Work Plan: This Loan Work Plan #1 was developed using the EGLE-provided template. Its development was pre-approved by EGLE on August 19, 2021. This work plan includes descriptions of specific tasks, activities, and sub-activities to perform the scope of work and provides associated costs using the loan funds. This work plan also illustrates the expected tax increment created from the development and the ratio of school taxes to local taxes at the time the Brownfield Plan was adopted. EGLE approved a work plan budget of **\$4,000** on November 10, 2021.

Soil Loading and Transportation: Contaminated soil and construction fill material will be loaded, transported, and disposed at a Type II Landfill. The original

estimated volume to be removed was 5,408 cubic yards (CY) of material (in-place volume). This volume was calculated by Sharp Construction, the General Contractor for the project, by measuring the dimensions of the building footprint and utility corridors inclusive of slope factors (11,232 square feet) and presuming a maximum excavation depth of 13 feet. The proposed removal area is depicted on Figure 3. As discovered during basement excavation activities discussed in Section 1.5, unsuitable fill material was still present at 13 feet bgs; therefore, the excavation was extended to 15 feet bgs. This is equivalent to approximately 832 CY of additional contaminated fill material, for a total in-place volume of 6,240 CY.

Based on previous soil boring logs, the fill material has been primarily described as clayey sand. Using a bulking or swell factor of 30% for clayey sand in-place earth materials, this is equivalent to approximately 8,112 CY of contaminated fill material for loading and transportation. Associated calculations are summarized below:

Description	Area	Depth	Volume (cu. ft.)	Volume (CY)
Basement Excavation (in-place)	11,232 sq. ft.	13 feet	146,016 cu. Ft.	5,408 CY
Additional Excavation to Suitable Soil (in-place)	11,232 sq. ft.	2 feet (to 15 feet bgs)	22,464 cu. Ft.	832 CY
Total (in-place)				6,240 CY
30% bulking factor				1,872 CY
TOTAL (loading, transport, and disposal)				8,112 CY

Sharp Construction solicited at least three bids from qualified companies for *Soil Loading and Transportation*. It should be noted that these bids are inclusive of work included in this work plan, as well as work approved in Grant Work Plan #1. Bids were received from Mokma Excavating, Inc. and John W. Potter General Contractors; written ‘No Bid’ statements were received from Concord Excavating & Grading, Inc. and Karel Excavating; and DE Excavation provided a verbal ‘No Bid’ response. *Landfill Disposal* bids were received from Republic Services, Waste Management, and Pitsch Companies. These bids were previously provided to EGLE.

The excavated non-native fill material will be loaded and hauled to a Type II Landfill as part of the due care activities. These costs are not inclusive of the excavation activities, which are a necessary part of construction. Unit rates for the loading and hauling of the soil is \$22.74/CY, inclusive of the allowable 10% markup. This yields an estimated cost of \$184,466.88 for loading and transportation of 8,112 CY of contaminated fill. This estimate exceeds the current funding allocation, which can sufficiently fund 5,640.2 CY at an estimated cost of **\$128,258.15**.

Landfill Disposal: This item covers tipping fees charged by the Type II landfill. Republic Services' cost is \$11/ton, which roughly converts to \$18.15/cubic yard for disposal inclusive of markup. This yields an estimated cost of \$147,232.80 for landfill disposal of 8,112 CY of contaminated fill. This estimate exceeds the current funding allocation, which can sufficiently fund 5,640.2 CY at an estimated cost of **\$102,369.63**.

Field Oversight: Envirologic personnel will be present on site to oversee the loading, transportation, and disposal of the soil excavated for the basement and coordinate with the workers on site. A log of soil transport and disposal will be maintained, along with backup materials (manifests and landfill tickets), and photo log. The estimated cost for field oversight is **\$17,875**.

The funding allocation of \$252,503 will cover most Due Care Activities, including work plan preparation, field oversight, and soil loading and transportation and landfill disposal of 5,640.2 CY of contaminated fill material.

Loan Closeout Activities: Upon completion of work plan-associated tasks and activities, a Summary Report will be prepared using the EGLE-provided format to support loan closeout activities. This reporting will include a summary of activities performed, loading and disposal quantities, analytical results, test pit logs, a photo log, and other pertinent information. This report may be combined with the Grant Closeout Report approved in Grant Work Plan #1. The estimated cost for Summary Report preparation is **\$2,500**.

Third-Party Oversight: For this project, Fishbeck, Inc. is the Third-Party Oversight Environmental Professional for Cascade Charter Township Brownfield Redevelopment Authority. This task includes assisting the Grantee with loan management, technical review of work plans and reports, technical meetings and communications, site inspections, and other technical oversight and support for the Grantee, as needed. These activities are loan-eligible (not TIF-eligible), will be conducted through the length of the agreement, and associated work shall not exceed the lesser of 5% of the total loan amount or **\$12,625** that was included in Appendix A of the loan agreement.

Loan Administration: Loan administration activities include, but are not limited to, loan management, tracking, and reporting activities. These activities are loan-eligible (not TIF-eligible), will be conducted through the length of the agreement, and associated work shall not exceed the lesser of 3% of the total grant amount or **\$7,575** that was included in Appendix A of the loan agreement.

Contingency: The contingency is available if unanticipated conditions are encountered during completion of eligible activities. The contingency funding is allocated to this loan and will not be used without verbal or written authorization by EGLE. If EGLE provides verbal authorization, it shall be followed up with a

written request and approval by EGLE. For the purposes of the request for capture of school tax increment, the full amount of **\$37,797** in the Loan Agreement is requested. This amount is within the limits of the Brownfield Plan.

For the purposes of the loan, *Authorization #1* of contingency funding is requested in this work plan for loading and transportation and landfill disposal for the balance of estimated contaminated fill (2,471.8 CY). The quantity of contaminated fill is higher than originally estimated because the depth of excavation had to be extended by approximately 2 feet, from 13 to 15 feet bgs, in order to excavate past contaminated fill material to structurally suitable soil for the basement foundation. It was also discovered that a bulking factor was not applied to the original estimated in-place fill volume for loading, transportation, and disposal purposes. The existing contingency of **\$37,797** will cover costs related to 924.35 CY of the balance of estimated contaminated fill.

Quarterly Progress Reporting: Quarterly progress reports will be submitted to EGLE using the appropriate forms and will include supporting documentation for eligible expenses. The reports will be submitted to EGLE in accordance with the following schedule:

Reporting Period	Due Date
January 1 – March 31	April 30
April 1 – June 30	July 31
July 1 – September 30	Before October 15 (due to end of State fiscal year)
October 1 – December 1	January 31

2.1.2 Interest —

The Brownfield Plan includes interest expense as an eligible activity. Primarily, this eligible activity is to cover interest expenses associated with the EGLE Loan. The Brownfield Plan includes interest expense of \$23,823, which was estimated using a 1.5% interest rate applied to the eligible costs.

2.1.3 Brownfield Plan and/or Work Plan Preparation —

The development of the work plan is an eligible loan activity and is described above under the EGLE Eligible Activities section.

2.1.4 Brownfield Plan and/or Work Plan Implementation —

This is not an eligible activity for this project as it was not included in the Brownfield Plan.



2.2 MSF Eligible Activities

2.2.1 Demolition — Not Applicable

2.2.2 Lead & Asbestos Abatement — Not Applicable

2.2.3 Mold Abatement — Not Applicable

2.2.4 Infrastructure Improvements — Not Applicable

2.2.5 Site Preparation — Not Applicable

2.2.6 Interest — Not Applicable

2.2.7 Assistance to a Land Bank Fast Track Authority — Not Applicable

2.2.8 Relocation of Public Buildings or Operations — Not Applicable

2.2.9 Brownfield Plan and/or Work Plan Preparation — Not Applicable

2.2.10 Brownfield Plan and/or Work Plan Implementation — Not Applicable

2.3 Local Only Eligible Activities – Not Applicable

2.4 Eligible Activities Costs and Schedule

EGLE Eligible Activities Costs and Schedule		
EGLE Eligible Activities	Cost	Completion Season/Year
Department Specific Activities		
Due Care (Soil Loading and Transportation, Landfill Disposal, and Field Oversight)	\$248,503	2Q FY 2022
Reporting	\$2,500	3Q FY 2022
EGLE Eligible Activities Subtotal	\$251,003	
Contingency (15 %)	\$37,797	
Interest (Indicate 1.5%)	\$23,823	
Brownfield Plan and/or Work Plan Preparation	\$4,000	1Q FY 2022
Brownfield Plan and/or Work Plan Implementation		
EGLE Eligible Activities Total Costs	\$316,623	

In addition to the TIF-eligible costs, Third-Party Oversight and Loan Administration are EGLE Loan-eligible costs totaling \$20,200.

MSF Eligible Activities Costs and Schedule		
MSF Eligible Activities	Cost	Completion Season/Year
N/A		
MSF Eligible Activities Subtotal	\$0	
Contingency (15 %)	\$0	
Interest (Indicate %)	\$0	
Brownfield Plan and/or Work Plan Preparation	\$0	
Brownfield Plan and/or Work Plan Implementation	\$0	
MSF Eligible Activities Total Costs	\$0	

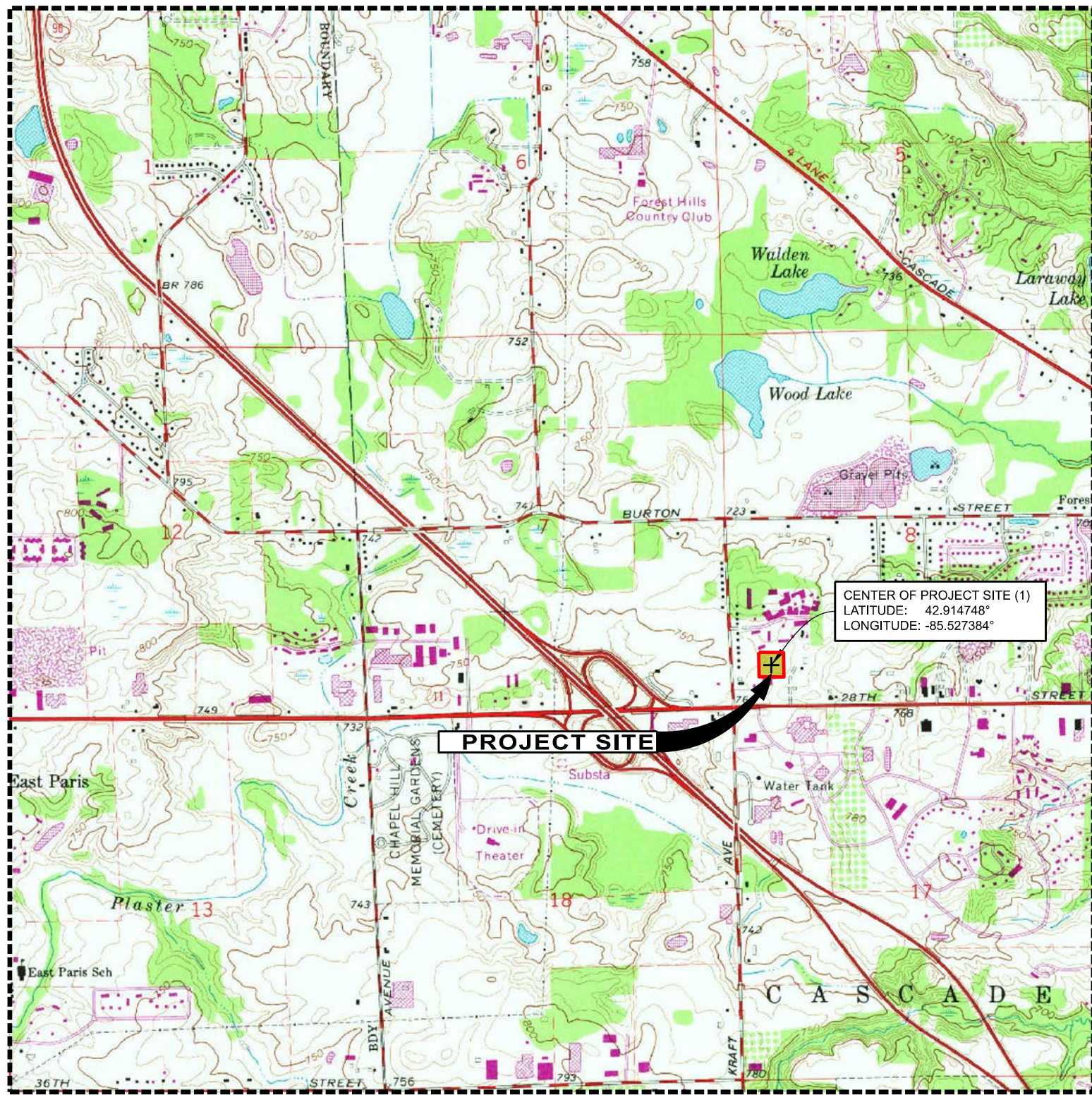
Local-Only Eligible Activities Costs and Schedule		
Eligible Activities	Cost	Completion Season/Year
Environmental Subtotal	N/A	
Non-Environmental Subtotal	\$0	
Eligible Activities Subtotal	\$0	
Contingency (0 %)	\$0	
Interest (Indicate 0%)	\$0	
Brownfield Plan and/or Work Plan Preparation	\$0	
Brownfield Plan and/or Work Plan Implementation	\$0	
Eligible Activities Total Costs	\$0	



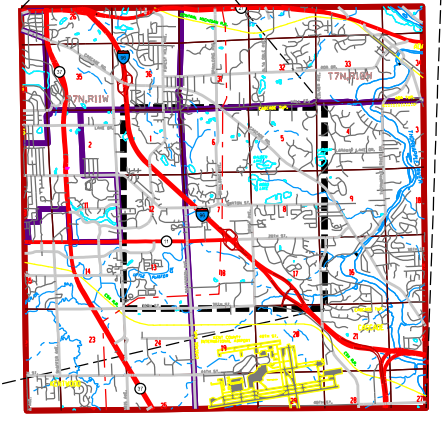
FIGURE 1

SCALED PROPERTY LOCATION MAP





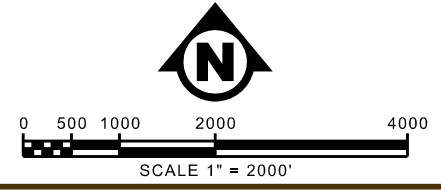
SOURCE: GRAND RAPIDS EAST, MICHIGAN USGS 7.5 MINUTE TOPOGRAPHIC QUADRANGLE MAPS
 MAPTECH® U.S. TERRAIN SERIES™ ©MAPTECH®, INC. 606-433-8500



T 6 N. R. 10 W.
 CASCADE TOWNSHIP
 GRAND RAPIDS, MICHIGAN

PROJECT SITE:
 TAX ID No: 41-19-08-351-033
 BEING IN THE SW 1/4 OF THE SW 1/4 OF
 SECTION 8 TOWNSHIP 6 N, RANGE 10 W

NOTES: (1) LATITUDE AND LONGITUDE INTERPOLATED USING CAD SOFTWARE WITH GEOGRAPHIC CAPABILITIES SET TO THE MICHIGAN GEOREF SYSTEM PROJECTION, AND NATIONAL AGRICULTURAL IMAGERY PROGRAM (NAIP) 2005 GEOREFERENCED IMAGERY OBTAINED FROM THE MICHIGAN GEOGRAPHIC DATA LIBRARY.



envirollogic
 environmental consulting + services
 2960 INTERSTATE PARKWAY
 KALAMAZOO, MICHIGAN 49048
 PH: (269) 342-1100 FAX: (269) 342-4945

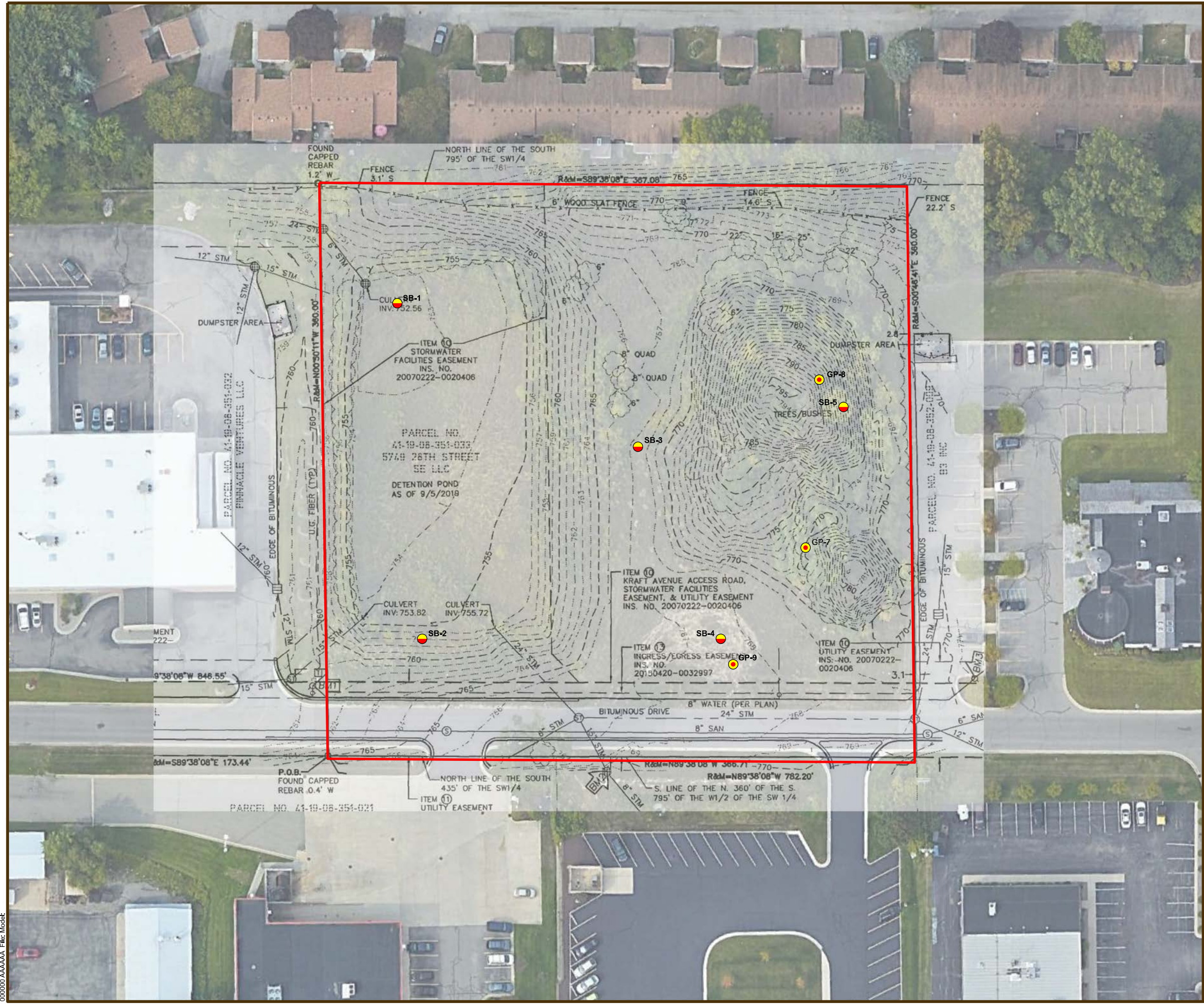
**PROPOSED ROBINSON
 DENTAL**
 5749 28th STREET SE
 GRAND RAPIDS, MI 49546
LOCATION MAP

PROJECT NO.
 190226
 FIGURE No.
1

000000.AAAAAA Files:AA.sgm Model: Location Map

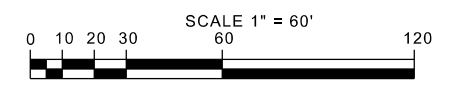
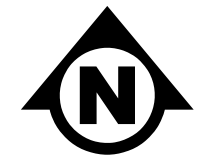
FIGURE 2
ELIGIBLE PROPERTY MAP(S)





LEGEND

- SOIL BORING LOCATION (PME 2008)
- GEOPROBE BORING LOCATION (SUPERIOR 2000)



NOTE:
THIS IS NOT A PROPERTY BOUNDARY SURVEY. PROPERTY BOUNDARIES SHOWN ON THIS MAP ARE BASED ON AVAILABLE FURNISHED INFORMATION AND ARE APPROXIMATE ONLY AND SHOULD NOT BE USED TO ESTABLISH PROPERTY BOUNDARY LOCATION IN THE FIELD.

PROPOSED ROBINSON DENTAL

5749 28TH STREET SE
CASCADE TOWNSHIP, MI 49546

SITE PLAN

envirollogic
environmental consulting + services
2960 INTERSTATE PARKWAY
KALAMAZOO, MICHIGAN 49048
PH: (269) 342-1100 FAX: (269) 342-4945

PROJECT NO.
190226
FIGURE No.
1

FIGURE 3

PROPOSED EXTENT OF SOIL REMOVAL



FIGURE 4
SITE PHOTOGRAPHS





9/8/21 – West side of the former stockpile (facing east)



9/22/21 – West side of the former stockpile, removal in-progress (facing east)



10/5/21 – West side of the former stockpile, removal in-progress (facing east)



10/6/21 –Test Pit #4, approximately 8 feet deep (located on the northeast on the property)



10/22/21 – West side of the former stockpile, stockpile removed (facing west)



10/22/21 – Former stockpile area (facing northwest)



10/26/21- Chunks of asphalt discovered beneath the clay layer during the western side excavation at 5 feet (along the western wall of the excavated area, facing southwest)



10/26/21- Concrete chunk discovered through northern side excavation (facing southwest)



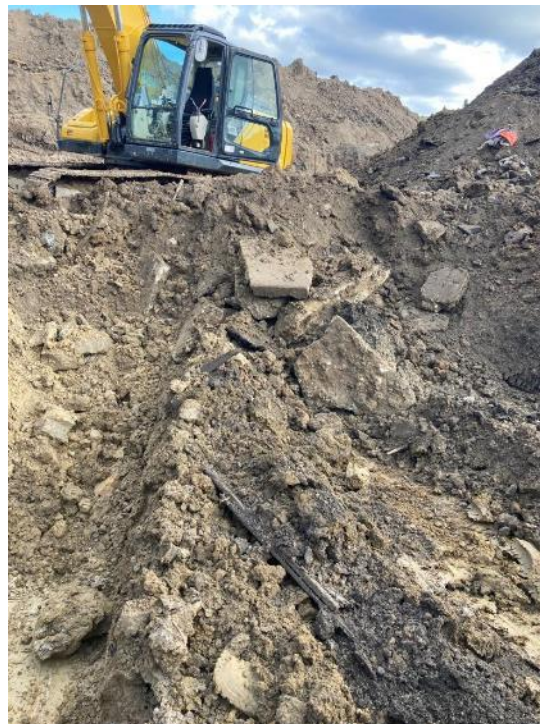
10/26/21- Chunks of asphalt and concrete excavated through western side excavation (facing southwest)



10/28/21- Fill material encountered to the depth of 6 feet (facing northeast)



11/1/21- Fill material encountered to the depth of 14 feet in the center of the site (facing northeast)



11/1/12- Fill material and concrete chunks encountered during excavation at the center of the site (facing southeast)



11/4/21 – East wall of the basement excavation (facing east)



11/4/21 – Sheen observed near east wall of the basement excavation. Soil and groundwater sampled under Grant Assessment Task.

FIGURE 5

REDEVELOPMENT PROJECT RENDERING(S)





2 EAST ELEVATION
A-4 SCALE: 3/16" = 1'-0"



1 NORTH ELEVATION
A-4 SCALE: 3/16" = 1'-0"

PRELIMINARY
NOT FOR CONSTRUCTION

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DATE	REVISION
10-10-2019	FOR REVIEW
02-27-2020	FOR REVIEW
03-05-2020	FOR REVIEW

PROPOSED BUILDING FOR:

Robinson
DENTAL

5749 28TH STREET SE
GRAND RAPIDS, MI 49546



ARCHITECTURE
PLANNING
ENGINEERING
6650 CROSSING DRIVE, S.E.
GRAND RAPIDS, MI 49508
(616) 554-1222
FAX (616) 554-1225

DATE OCT. 10, 2019 PROJECT No. 19-29

SHEET No.

A-4

FIGURE 6

ENGINEERING SITE PLAN(S) OR SITE PLAN(S)



ELEVATION DATUM

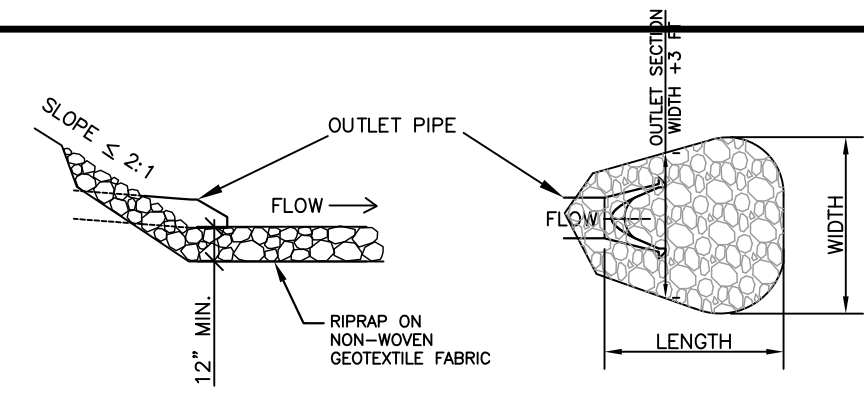
All Elevations are based on NAVD 88 Datum.

Contours are illustrated at 1.0' intervals.

Bm#1) Elevation: 762.93'
Description: "X" Cut on the NE flange bolt of hydrant north side of access road east of Goodwill Delivery entrance

Bm#2) Elevation: 771.58'
Description: Box Cut on the north side of exposed CBB structure east of access entrance and south of bituminous drive

Bm#3) Elevation: 771.97'
Description: Flange bolt on the northeast side of fire hydrant on the north side of the access drive marked with an "X"



E12 RIPRAP - OUTLET PROTECTION

NOT TO SCALE

PERMANENT SEEDING NOTE

E8 ALL PROPOSED LAWN AREAS AND ALL AREAS DISTURBED BY CONSTRUCTION SHALL RECEIVE A MINIMUM OF 4" OF TOPSOIL AND LAWN SEED MIX AS INDICATED ON PLANS AND AS FOLLOWS:

PROPORTION	CLASS "A" SEED TYPE
10%	CANNON KENTUCKY BLUEGRASS
10%	GOLDRUSH KENTUCKY BLUEGRASS
20%	ROUSE KENTUCKY BLUEGRASS
20%	SR100 CHEWINGS FESCUE
20%	SR200 CHEWINGS FESCUE
10%	SR4400 PERENNIAL RYEGRASS
10%	SR4500 PERENNIAL RYEGRASS

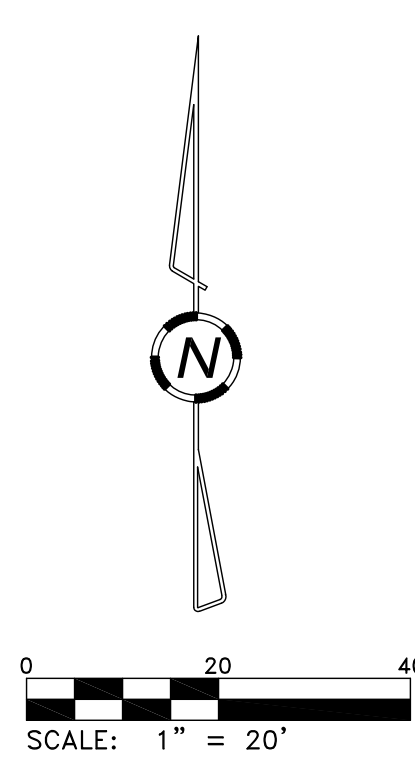
SEEDING RATE SHALL BE 4 TO 6 lbs. PER 1000 SQ. FEET.

ALL AREAS DESIGNATED FOR PERMANENT SEEDING SHALL BE HYDRO-SPRAYED.



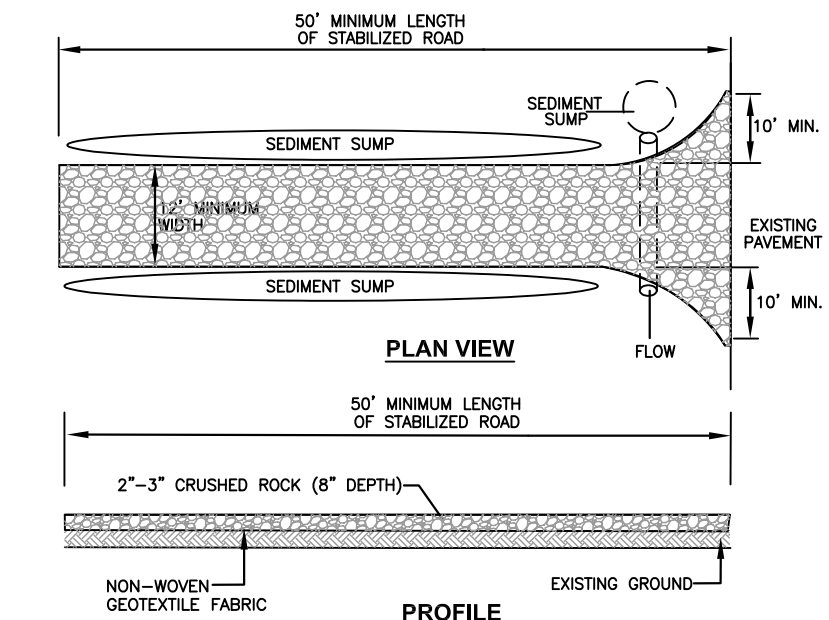
LEGEND

- PROPOSED CONTOURS
- EXISTING CONTOURS
- DRAINAGE STRUCTURES
- PROPOSED STORM SEWER
- SILT FENCE
- PROPOSED SPOT ELEVATION
- DIRECTION OF DRAINAGE FLOW
- SWALES
- DRAINAGE HIGH POINTS



EROSION CONTROL NOTES

- ALL EROSION CONTROL MEASURES SHALL BE CONSTRUCTED AND MAINTAINED IN ACCORDANCE WITH MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY AND PERMIT AGENCY REQUIREMENTS.
- GRADING WILL BE LIMITED TO WITHIN PROPERTY LINES AND/OR GRADING LIMITS.
- THE PROPERTY IS NOT IMPACTED BY A FLOODPLAIN.
- NO SOIL WILL BE ALLOWED TO ACCUMULATE OFF SITE. ANY SOIL TRACKED OFF SITE IS SHALL BE IMMEDIATELY REMOVED BY THE CONTRACTOR.
- ALL TRAFFIC ENTERING OR LEAVING PROPERTY SHALL USE STABILIZED CONSTRUCTION ACCESS.
- WHERE POSSIBLE SILT FENCE IS TO BE PLACED 10' FROM TOE OF SLOPE TO ALLOW FOR MAINTENANCE.
- DUST CONTROL MEASURES SHALL BE APPLIED AT ALL TIMES WITHIN THE PROJECT BY THE CONTRACTOR.
- ALL DISTURBED AREAS SHALL BE SEEDDED WITHIN 5 CALENDAR DAYS OF ACHIEVING FINAL GRADE WITH PERMANENT SEED MIXTURE.
- ALL DISTURBED AREAS THAT WILL NOT ACHIEVE FINAL GRADE WITHIN 30 CALENDAR DAYS SHALL BE SEEDDED PER TEMPORARY SEEDING SPECIFICATIONS. ALL SLOPES 1 VERTICAL: 5 HORIZONTAL OR STEEPER SHALL BE TRACK WALKED PERPENDICULAR TO SLOPE PRIOR TO TEMPORARY SEEDING.
- ALL SLOPES GREATER THAN 1:4 SHALL BE STABILIZED WITH NORTH AMERICAN GREEN DS-75 EROSION CONTROL BLANKET OR APPROVED EQUAL, UNLESS NOTED OTHERWISE. ALL STORMWATER CHANNELS AND DITCHES SHALL BE STABILIZED WITH NORTH AMERICAN GREEN SC-250 PERMANENT EROSION CONTROL BLANKET OR APPROVED EQUAL, UNLESS NOTED OTHERWISE. BLANKETS SHALL BE INSTALLED PER MANUFACTURERS INSTRUCTIONS.
- TEMPORARY EROSION AND SEDIMENTATION CONTROL MEASURES SHALL BE CHECKED DAILY AND ANY PROBLEMS REMEDIATED IMMEDIATELY.
- PERMANENT EROSION CONTROL MEASURES SHALL BE MAINTAINED BY PROPERTY OWNER. MAINTENANCE INCLUDES REGULAR INSPECTION AND CLEANING OF ALL STORM WATER FACILITIES AND ENSURING VEGETATION IS ADEQUATE ON ALL SLOPES.
- STOCKPILE EXCESS TOPSOIL ON SITE AS INDICATED ON PLANS OR DIRECTED BY ENGINEER AND INSTALL SILT FENCE AROUND THE PERIMETER OF THE STOCKPILE. PLACE TEMPORARY SEEDING ON STOCKPILE ONCE THE SITE HAS BEEN CLEARED AND ALL TOPSOIL HAS BEEN STOCKPILED.
- EXISTING SOILS ONSITE ARE TYPICALLY CLAY.
- TOTAL AREA OF DISTURBANCE = 1.46 ACRES±
- ALL PROJECTS DISTURBING 1 OR MORE ACRES OR ARE WITHIN 500 FT. OF A LAKE OR STREAM REQUIRE A SOIL EROSION CONTROL PERMIT FROM THE DESIGNATED AUTHORIZED PUBLIC AGENCY.

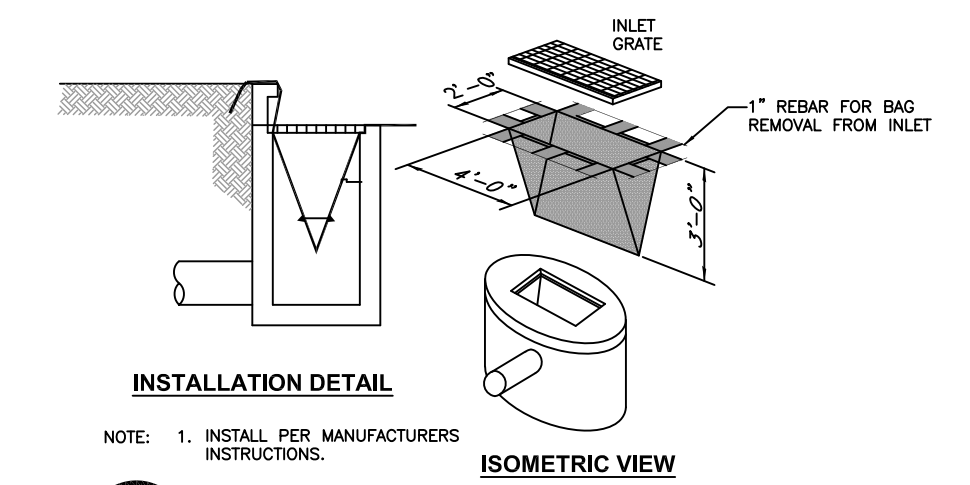


NOTES:

- ESTABLISH STABILIZED CONSTRUCTION ENTRANCE PRIOR TO THE INITIATION OF SITE CONSTRUCTION ACTIVITIES.
- CARE SHOULD BE TAKEN TO PREVENT MATERIAL MOVEMENT INTO ADJACENT WETLANDS/WATERBODIES.
- CARE SHOULD BE TAKEN TO MAINTAIN EXISTING ROADSIDE DRAINAGE VIA CULVERT INSTALLATION, WITH SEDIMENT SUMP PLACED DOWNFLOW OF CULVERT.

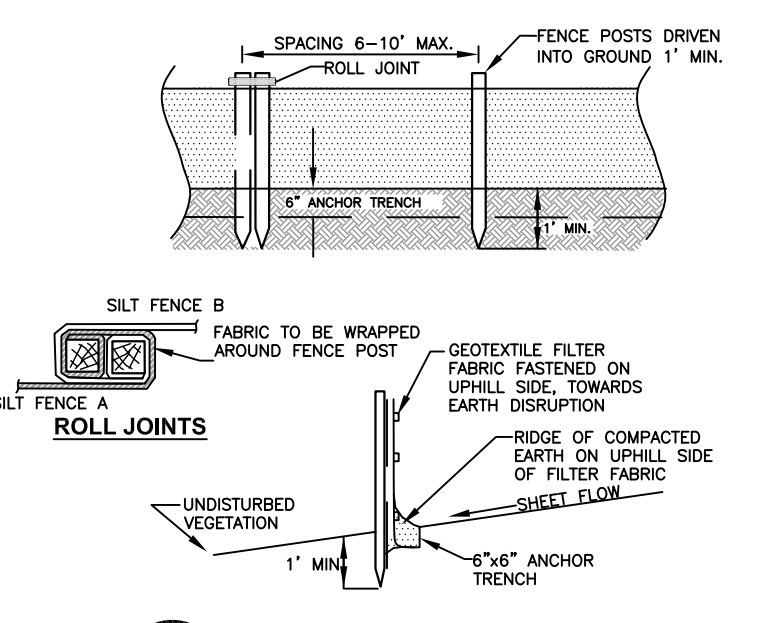
S53 STABILIZED CONSTRUCTION ACCESS

NOT TO SCALE



S58 INLET PROTECTION - FABRIC DROP

NOTE: 1. INSTALL PER MANUFACTURERS INSTRUCTIONS.

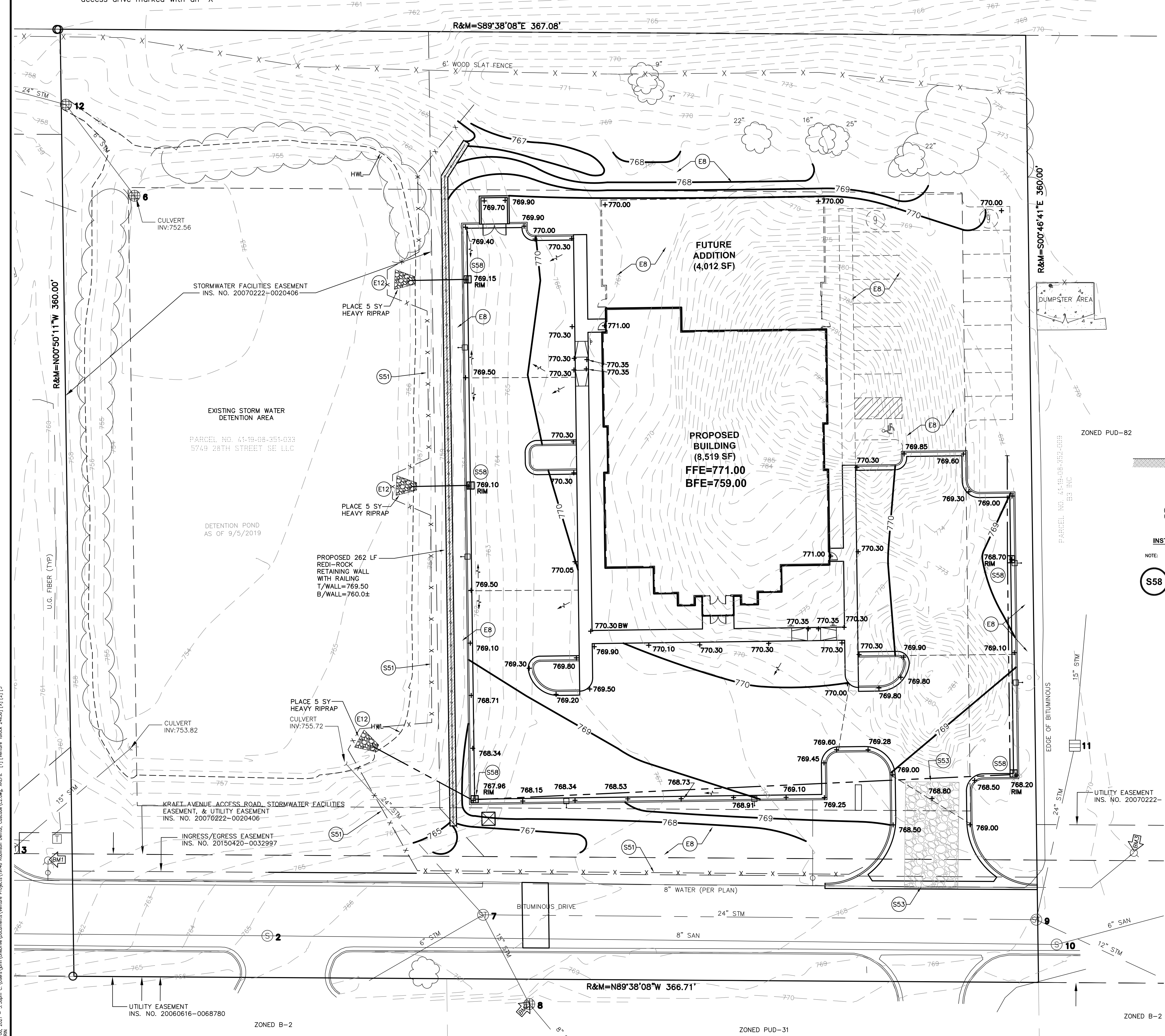


S51 SILT FENCE DETAIL

NOT TO SCALE

MICHIGAN DEPARTMENT OF MANAGEMENT AND BUDGET S-E-S-C KEYING SYSTEM

KEY	BEST MANAGEMENT PRACTICES	SYMBOL	WHERE USED
E8	PERMANENT SEEDING		Stabilization method utilized on sites where earth change has been completed (final grading attained).
E12	RIPRAP		Use along shorelines, waterways, or where concentrated flows occur. Slows velocity, reduces sediment load, and reduces erosion.
S51	SILT FENCE		Use adjacent to critical areas, to prevent sediment laden sheet flow from entering these areas.
S53	STABILIZED CONSTRUCTION ACCESS		Used at every point where construction traffic enters or leaves a construction site.
S58	INLET PROTECTION FABRIC DROP		Use at stormwater inlets, especially at construction sites.



Apr 08, 2021 - 1:38pm, C:\Users\jvan\OneDrive\Documents\Venture Projects\19148 Robinson Dental, Cascade\22-Reg_368\Fig. 01 (Venture Block_24x36) [X] [1] [2] [3]

REVISIONS

DATE	DESCRIPTION
03/17/20	ISSUED FOR SITE PLAN APPROVAL
04/28/20	REVISED PER TOWNSHIP REVIEW
03/12/21	FOR CONSTRUCTION

PROPOSED SITE IMPROVEMENTS FOR:

Robinson Dental
SITE GRADING & SESC PLAN

Michigan
 6650 Cressington Drive SE
 Grand Rapids, MI 49508
 Phone: 616.554.1222

For: Architectural Concepts
 Cascade Charter Township

8515 Ridgebluff Dr. SW
 Byron Center, MI 49315
 616-490-0329
 venturellc.com

VENTURE
 ENGINEERING, PLLC

PROJECT NO. 19148
 DRAWN BY: JAC
 CHECKED BY: JMB
 DATE: 03/02/2020
 SHEET NO. **C2**

ELEVATION DATUM

All Elevations are based on NAVD 88 Datum.

Contours are illustrated at 1.0' intervals.

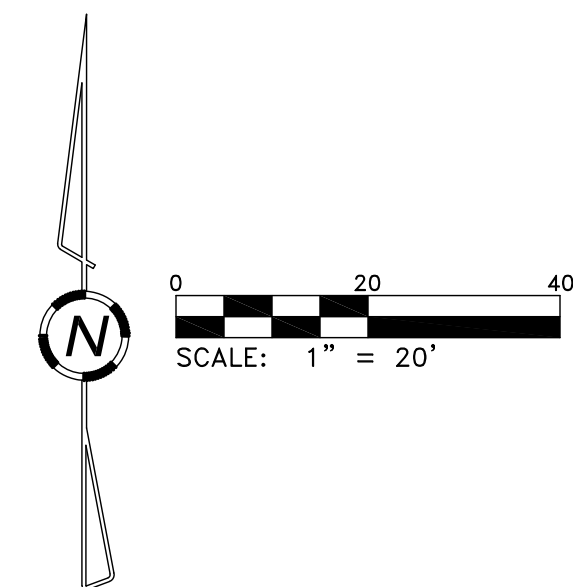
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Description: Flange bolt on the northeast side of fire hydrant on the north side of the access drive marked with an "X"

LEGEND

- ⊕ □ DRAINAGE STRUCTURES
- PROPOSED STORM SEWER
- PROPOSED SANITARY SEWER
- PROPOSED GAS SERVICE
- PROPOSED WATER SERVICE
- PROPOSED ELECTRIC SERVICE

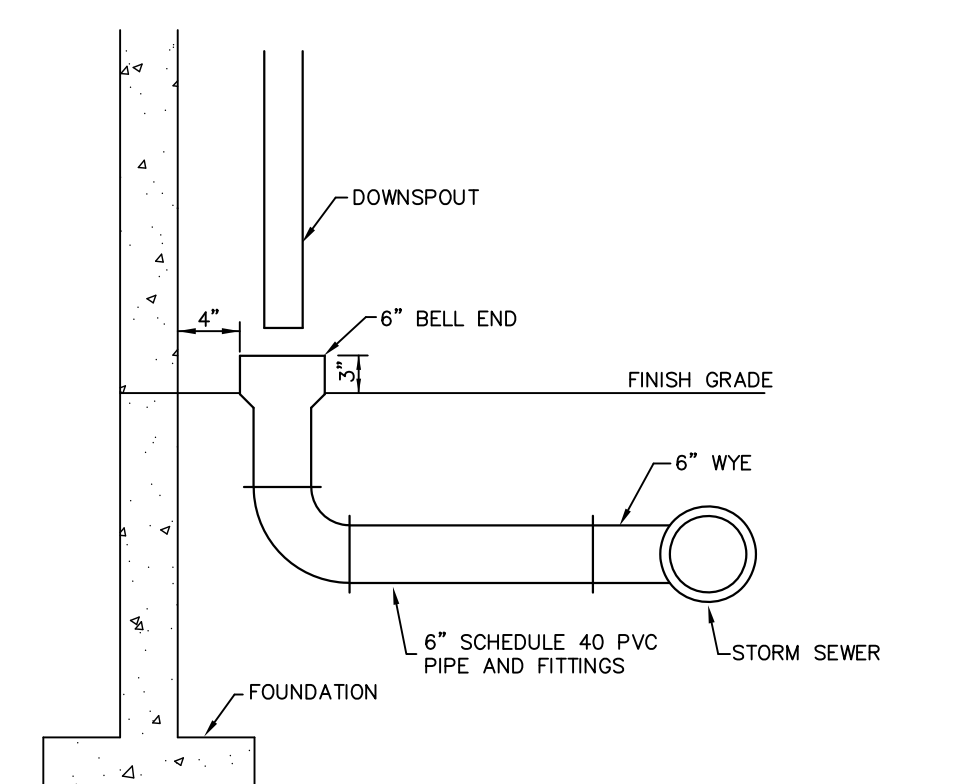
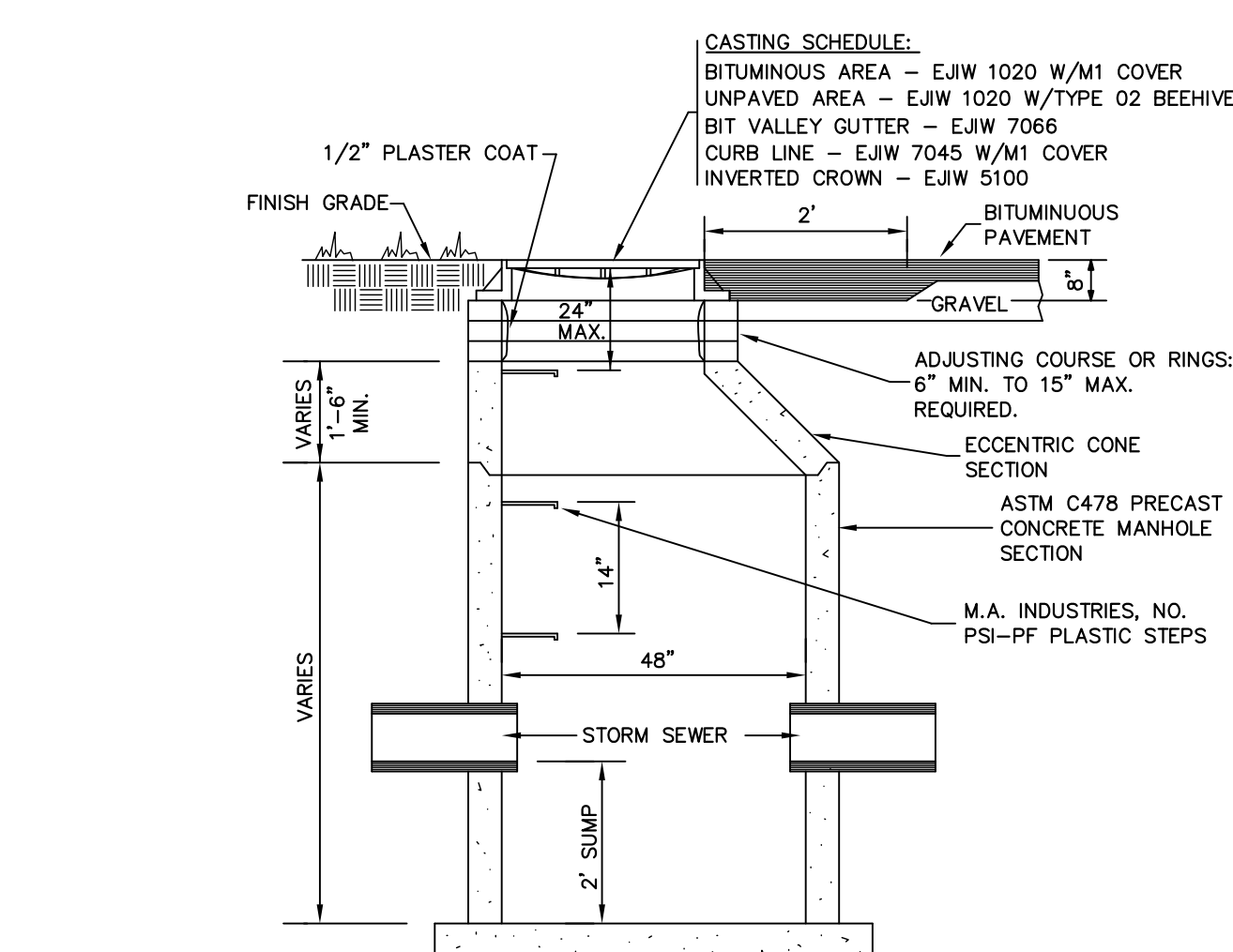
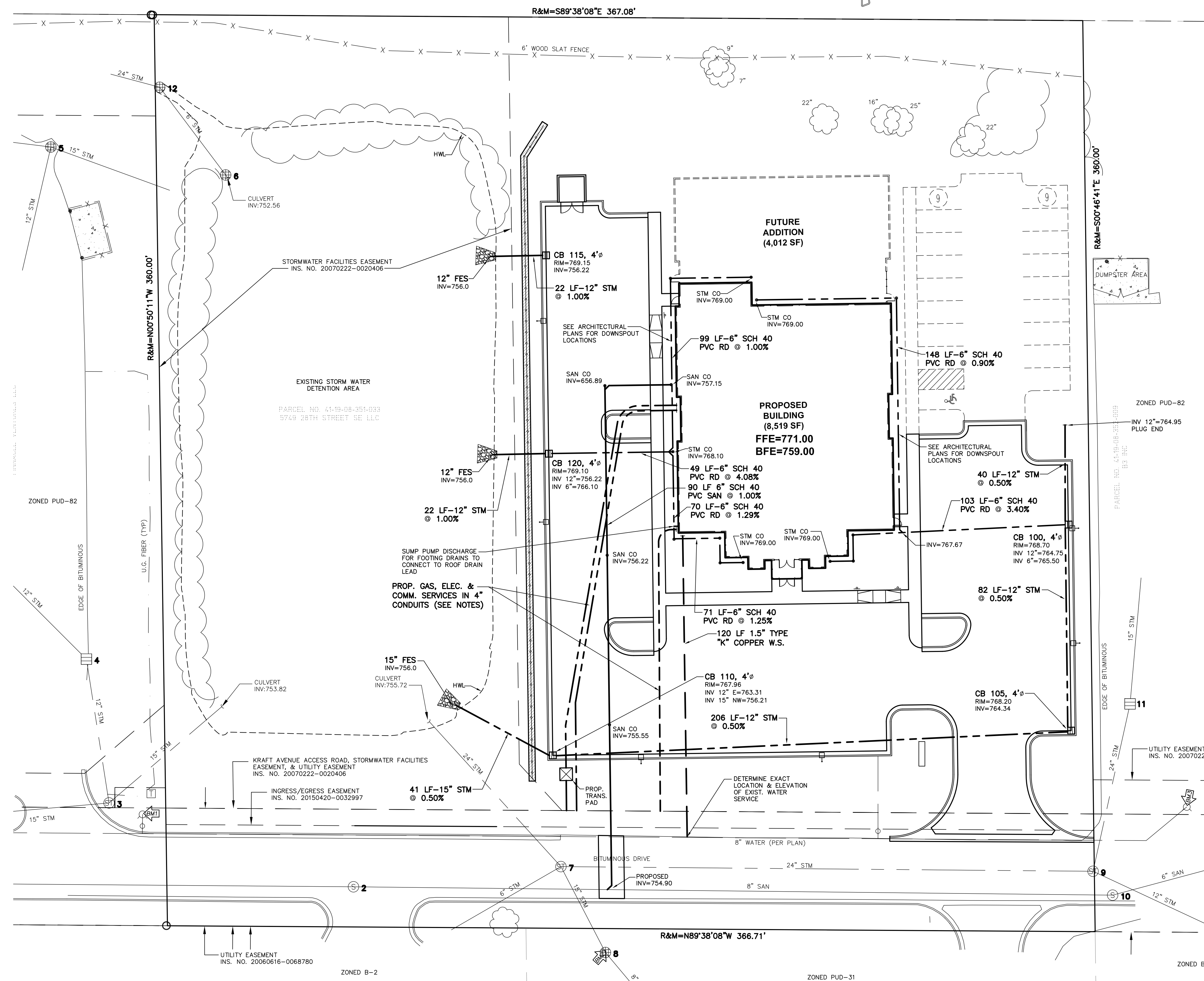


Know what's below.
Call before you dig.



GENERAL NOTES:

- EXISTING UTILITIES SHOWN ARE FROM RECORD PLANS AND EVIDENCE IN THE FIELD. NO GUARANTEE IS MADE FOR ACCURACY OR THAT THE UTILITIES SHOWN ARE THE ONLY IN THE AREA. CONTRACTOR SHALL VERIFY EXISTING CONDITIONS PRIOR TO CONSTRUCTION. ANY DISCREPANCIES FOUND ARE TO BE BROUGHT TO THE ENGINEER'S ATTENTION PRIOR TO COMMENCEMENT OR CONTINUATION OF CONSTRUCTION ACTIVITIES.
- CONTRACTOR SHALL PERFORM ALL CONSTRUCTION ACTIVITIES IN A MANNER TO MINIMIZE INCONVENIENCE TO ADJACENT PROPERTIES.
- ALL CONSTRUCTION METHODS & MATERIALS SHALL COMPLY WITH CURRENT CASCADE CHARTER TOWNSHIP AND KENT COUNTY STANDARDS AND SPECIFICATIONS FOR CONSTRUCTION. NO CONSTRUCTION SHALL COMMENCE UNTIL ALL REQUIRED PERMITS HAVE BEEN ISSUED.
- CONTRACTOR SHALL KEEP ALL FIRE LANES OPEN & ACCESSIBLE DURING CONSTRUCTION AT ALL TIMES. TRAFFIC CONTROLS SHALL BE MAINTAINED DURING ALL WORK WITHIN THE PRIVATE ROAD EASEMENT.
- CONSTRUCTION TRAFFIC SHALL BE MINIMIZED ON ANY NEW PAVEMENT. THE CONTRACTOR SHALL REPAIR ANY DAMAGE OR FAILURE CAUSED BY CONSTRUCTION ACTIVITIES, AS WELL AS REPAIRING LOAD DAMAGE ON THE EXISTING PAVEMENT SYSTEM TO THE SATISFACTION OF THE ENGINEER.
- ALL CONSTRUCTION ACTIVITIES SHALL BE STAKED AND GRADED UNDER THE SUPERVISION OF A LICENSED LAND SURVEYOR.
- ALL RUNOFF FROM THE ROOF OF THE PROPOSED BUILDING SHALL BE CONNECTED TO THE PROPOSED STORM SYSTEM AS INDICATED.
- STORM SEWER PIPE SHALL BE SLOPP (ADS N-12 OR EQUAL) UNLESS OTHERWISE INDICATED.
- A QUALIFIED GEOTECHNICAL ENGINEER SHALL BE CONTRACTED TO MONITOR EARTHWORK & PAVING ACTIVITIES.
- STORM WATER WILL BE DISCHARGED TO AN EXISTING REGIONAL STORM WATER DETENTION FACILITY ON-SITE.
- COORDINATE ALL UTILITY CONNECTIONS WITH THE APPROPRIATE UTILITY PROVIDER PRIOR TO CONSTRUCTION. AT MINIMUM, SERVICES SHALL BE PLACED IN 4" PVC CONDUIT UNDER PAVED AREAS.



STRUCTURE INVERTS

SMH #1 Rim= 757.78 8" PVC W 746.19 8" PVC E 746.29	ROUND CB #5 Rim= 757.77 15" CPP SE 752.43 12" CPP S 752.48 12" CPP NW 752.48	STMH #9 Rim= 769.03 24" CONC NE 765.58 24" CONC W 764.13 12" CONC SE 765.13
SMH #2 Rim= 765.37 8" PVC W 752.72 8" PVC E 752.78	BEEHIVE CB #6 Rim= 754.53 6" PVC INTO POND 752.63 6" PVC NW 751.35	SMH #10 Rim= 769.32 8" PVC W 759.12 6" PVC NE 758.92
STMH #3 Rim= 761.47 12" CPP N 755.82 15" CONC NE 753.73 15" CONC SW 753.79	STMH #7 Rim= 766.72 15" CONC SE 760.67 24" CONC E 760.77 24" CONC NW 760.67 6" CPP SW 760.82	SQ CB #11 Rim= 769.21 15" CONC NE 765.27 24" CONC SW 765.31
SQ CB #4 Rim= 759.75 12" CPP SE 756.70 12" CPP NW 756.86	BEEHIVE CB #8 Rim= 771.66 15" CONC NW 765.27 8" PVC SE 765.14	SQ CB #12 Rim= 756.83 6" PVC SE 750.95 24" CPP NW 750.93

REVISIONS

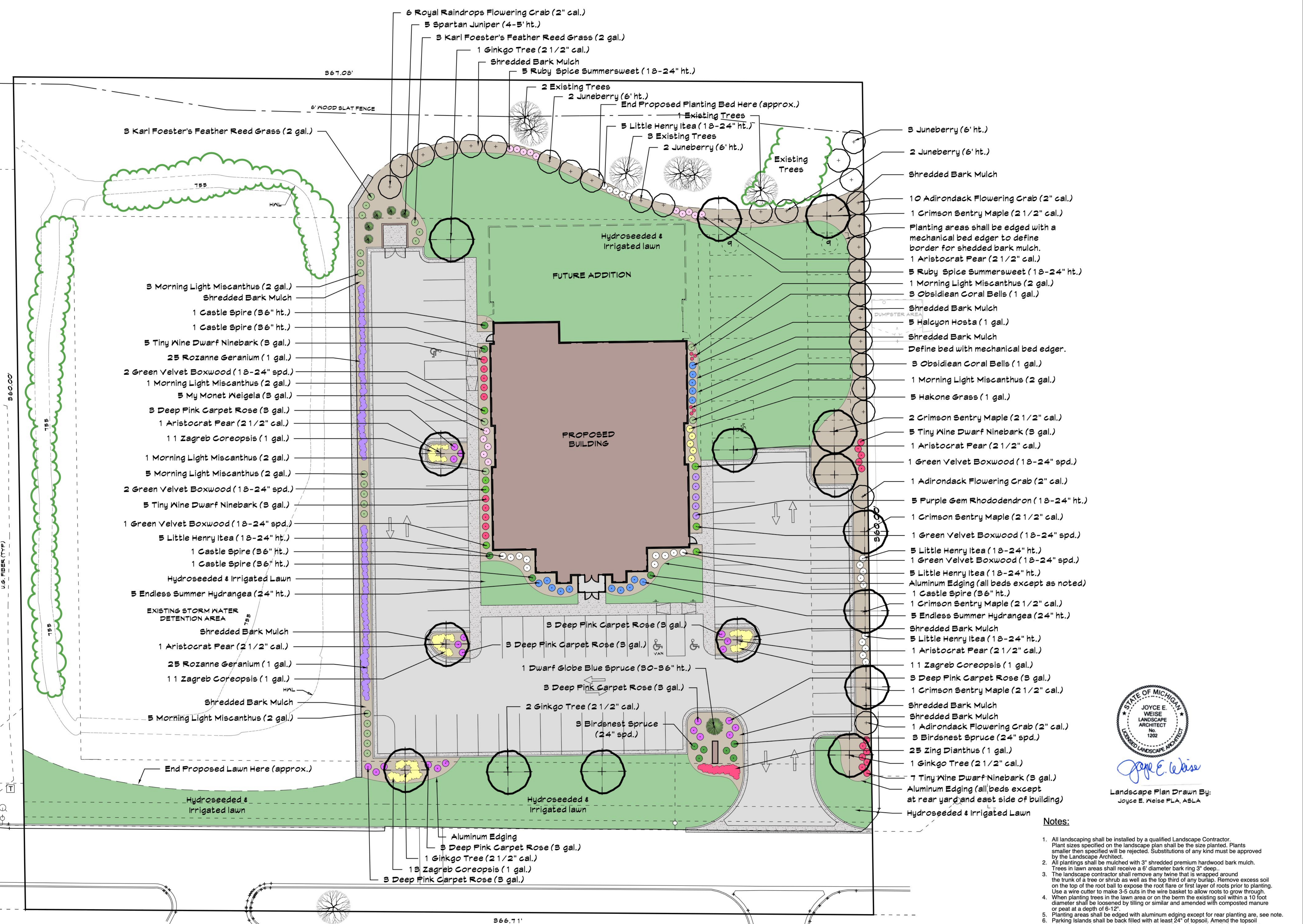
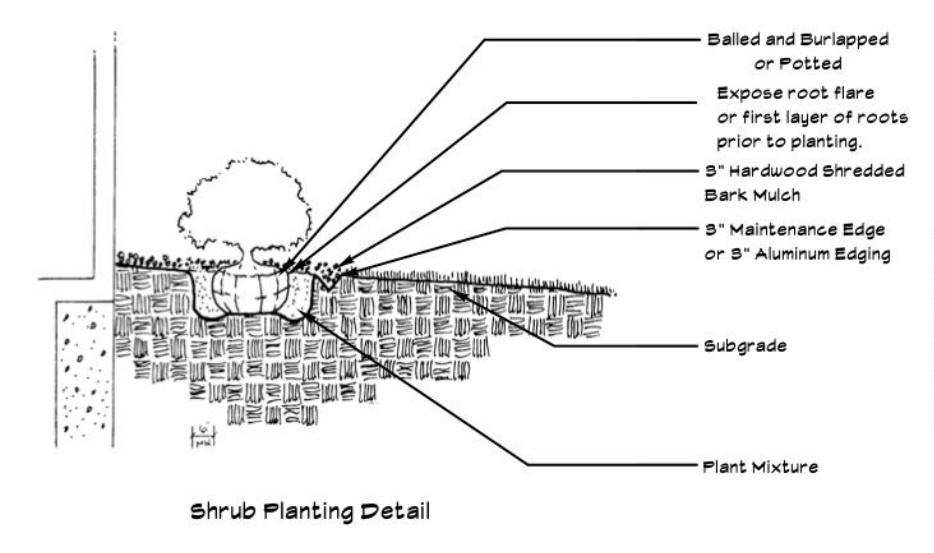
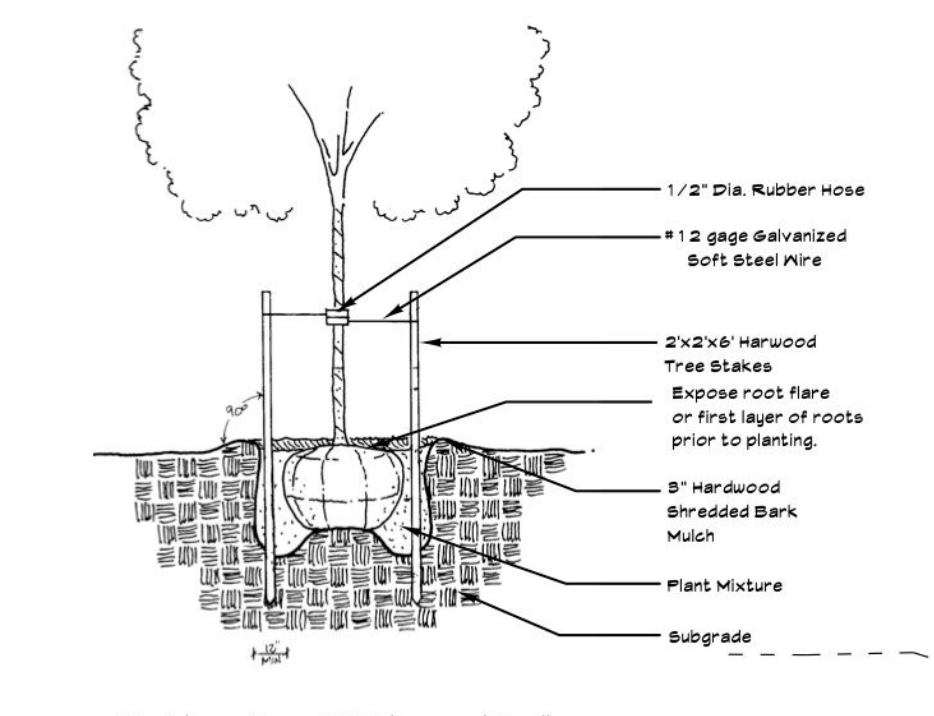
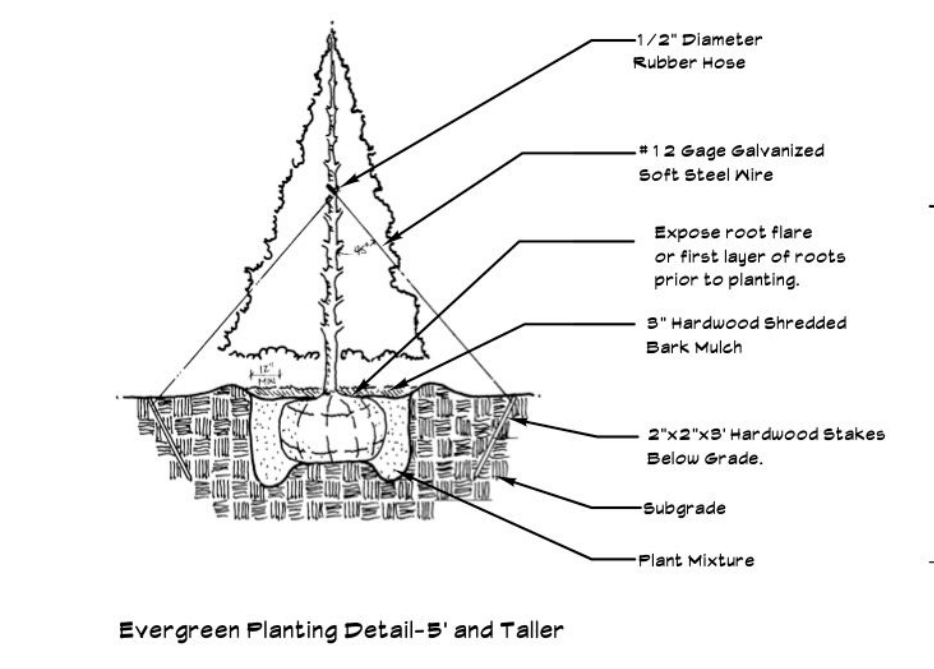
DATE	DESCRIPTION
03/17/20	ISSUED FOR SITE PLAN APPROVAL
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PROPOSED SITE IMPROVEMENTS FOR:
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SITE UTILITIES PLAN
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 Kent County Michigan
 For: Architectural Concepts
 6650 Cassadaga Drive SE
 Grand Rapids, MI 49508
 Phone: 616.554.1222

VENTURE
 ENGINEERING, PLLC
 8515 Ridgebluff Dr. SW
 Byron Center, MI 49315
 616-490-0329
 venture@vill.com

PROJECT NO. 19148
DRAWN BY: JAC
CHECKED BY: JMB
DATE: 03/02/2020
SHEET NO. C3

Mar 08, 2021 - 4:09pm, C:\Users\jacob\OneDrive\Documents\Venture Projects\19148 Robinson Dental, Cascade\CD.dwg, JAC, JMB, JAC [1] Venture (Block, 2x40) [1] [1] [1]



Landscape Plan Drawn By:
Joyce E. Weise, P.L.A., A.S.L.A.

- Notes:**
- All landscaping shall be installed by a qualified Landscape Contractor. Plant sizes specified on the landscape plan shall be the size planted. Plants smaller than specified will be rejected. Substitutions of any kind must be approved by the Landscape Architect.
 - All plantings shall be mulched with 3\"/>



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TABLES

TIF TABLE (TAX CAPTURE REIMBURSEMENT SCHEDULE)



TABLE 2: Tax Increment Revenue Capture Estimates
Real Property Tax
Robinson Dental Redevelopment
Cascade Township, Michigan

Estimated Taxable Value (TV) Increase Rate: 1%

Plan Year	1	2	3	4	5	6	7	8	9	10	11	TOTAL	
Calendar Year	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032		
*Base Taxable Value	\$ 89,100	\$ 89,100	\$ 89,100	\$ 89,100	\$ 89,100	\$ 89,100	\$ 89,100	\$ 89,100	\$ 89,100	\$ 89,100	\$ 89,100	\$ -	
Estimated New TV	\$ 1,300,000	\$ 1,313,000	\$ 1,326,130	\$ 1,339,391	\$ 1,352,785	\$ 1,366,313	\$ 1,379,976	\$ 1,393,776	\$ 1,407,714	\$ 1,421,791	\$ 1,436,009	\$ -	
Incremental Difference (New TV - Base TV)	\$ 1,210,900	\$ 1,223,900	\$ 1,237,030	\$ 1,250,291	\$ 1,263,685	\$ 1,277,213	\$ 1,290,876	\$ 1,304,676	\$ 1,318,614	\$ 1,332,691	\$ 1,346,909	\$ -	
School Capture													
	Millage Rate												
State Education Tax (SET)	6.0000	\$ 7,265	\$ 7,343	\$ 7,422	\$ 7,502	\$ 7,582	\$ 7,663	\$ 7,745	\$ 7,828	\$ 7,912	\$ 7,996	\$ 8,081	\$ 84,341
School Operating Tax	17.7824	\$ 21,533	\$ 21,764	\$ 21,997	\$ 22,233	\$ 22,471	\$ 22,712	\$ 22,955	\$ 23,200	\$ 23,448	\$ 23,698	\$ 23,951	\$ 249,963
School Total	23.7824	\$ 28,798	\$ 29,107	\$ 29,420	\$ 29,735	\$ 30,053	\$ 30,375	\$ 30,700	\$ 31,028	\$ 31,360	\$ 31,695	\$ 32,033	\$ 334,304
Local Capture													
	Millage Rate												
Forest Hills Rec (Winter)	0.4922	\$ 596	\$ 602	\$ 609	\$ 615	\$ 622	\$ 629	\$ 635	\$ 642	\$ 649	\$ 656	\$ 663	\$ 6,919
Kent Dis Library	1.2484	\$ 1,512	\$ 1,528	\$ 1,544	\$ 1,561	\$ 1,578	\$ 1,594	\$ 1,612	\$ 1,629	\$ 1,646	\$ 1,664	\$ 1,681	\$ 17,548
Kent County Jail	0.7645	\$ 926	\$ 936	\$ 946	\$ 956	\$ 966	\$ 976	\$ 987	\$ 997	\$ 1,008	\$ 1,019	\$ 1,030	\$ 10,746
Kent County Senior	0.4842	\$ 586	\$ 593	\$ 599	\$ 605	\$ 612	\$ 618	\$ 625	\$ 632	\$ 638	\$ 645	\$ 652	\$ 6,806
Kent County Vet	0.0482	\$ 58	\$ 59	\$ 60	\$ 60	\$ 61	\$ 62	\$ 62	\$ 63	\$ 64	\$ 64	\$ 65	\$ 678
Kent County Z/M	0.4261	\$ 516	\$ 522	\$ 527	\$ 533	\$ 538	\$ 544	\$ 550	\$ 556	\$ 562	\$ 568	\$ 574	\$ 5,990
Kent County Chld	0.2441	\$ 296	\$ 299	\$ 302	\$ 305	\$ 308	\$ 312	\$ 315	\$ 318	\$ 322	\$ 325	\$ 329	\$ 3,431
Cas Twp Oper	0.9607	\$ 1,163	\$ 1,176	\$ 1,188	\$ 1,201	\$ 1,214	\$ 1,227	\$ 1,240	\$ 1,253	\$ 1,267	\$ 1,280	\$ 1,294	\$ 13,504
Cas Twp Fire	1.3005	\$ 1,575	\$ 1,592	\$ 1,609	\$ 1,626	\$ 1,643	\$ 1,661	\$ 1,679	\$ 1,697	\$ 1,715	\$ 1,733	\$ 1,752	\$ 18,281
Cas Twp Police	0.4538	\$ 550	\$ 555	\$ 561	\$ 567	\$ 573	\$ 580	\$ 586	\$ 592	\$ 598	\$ 605	\$ 611	\$ 6,379
Cas Twp Library	0.1482	\$ 179	\$ 181	\$ 183	\$ 185	\$ 187	\$ 189	\$ 191	\$ 193	\$ 195	\$ 198	\$ 200	\$ 2,083
Cas Twp Pathways	0.3475	\$ 421	\$ 425	\$ 430	\$ 434	\$ 439	\$ 444	\$ 449	\$ 453	\$ 458	\$ 463	\$ 468	\$ 4,885
Cas Two Op Space	0.2274	\$ 275	\$ 278	\$ 281	\$ 284	\$ 287	\$ 290	\$ 294	\$ 297	\$ 300	\$ 303	\$ 306	\$ 3,197
Forest Hills Rec (Summer)	0.4923	\$ 596	\$ 603	\$ 609	\$ 616	\$ 622	\$ 629	\$ 635	\$ 642	\$ 649	\$ 656	\$ 663	\$ 6,920
Kent ISD	5.5157	\$ 6,679	\$ 6,751	\$ 6,823	\$ 6,896	\$ 6,970	\$ 7,045	\$ 7,120	\$ 7,196	\$ 7,273	\$ 7,351	\$ 7,429	\$ 77,533
GRCC	1.7307	\$ 2,096	\$ 2,118	\$ 2,141	\$ 2,164	\$ 2,187	\$ 2,210	\$ 2,234	\$ 2,258	\$ 2,282	\$ 2,306	\$ 2,331	\$ 24,328
Kent County Oper	4.1850	\$ 5,068	\$ 5,122	\$ 5,177	\$ 5,232	\$ 5,289	\$ 5,345	\$ 5,402	\$ 5,460	\$ 5,518	\$ 5,577	\$ 5,637	\$ 58,828
Local Total	19.0695	\$ 23,091	\$ 23,339	\$ 23,590	\$ 23,842	\$ 24,098	\$ 24,356	\$ 24,616	\$ 24,880	\$ 25,145	\$ 25,414	\$ 25,685	\$ 268,056
Non-Capturable Millages													
	Millage Rate												
Forest Hills Debt	6.1000	\$ 7,386	\$ 7,466	\$ 7,546	\$ 7,627	\$ 7,708	\$ 7,791	\$ 7,874	\$ 7,959	\$ 8,044	\$ 8,129	\$ 8,216	\$ 85,746
Total Non-Capturable Taxes	6.1000	\$ 7,386	\$ 7,466	\$ 7,546	\$ 7,627	\$ 7,708	\$ 7,791	\$ 7,874	\$ 7,959	\$ 8,044	\$ 8,129	\$ 8,216	\$ 85,746
Total Tax Increment Revenue (TIR) Available for Capture		\$ 51,889	\$ 52,446	\$ 53,009	\$ 53,577	\$ 54,151	\$ 54,731	\$ 55,316	\$ 55,908	\$ 56,505	\$ 57,108	\$ 57,718	\$ -

TABLE 3: Tax Increment Revenue Capture Estimates
 Personal Property Tax
 Robinson Dental Redevelopment
 Cascade Township, Michigan

Year	Value of Equipment	Deporeciation Rate	Taxable Value	School Millage Rate	Personal Property Tax (School)	Local Millage Rate	Personal Property Tax (Local)
2022	0						
2023	\$682,515	0.84	\$286,656.30	23.7824	\$6,817.37	19.0695	\$5,466.39
2024	\$682,515	0.64	\$218,404.80	23.7824	\$5,194.19	19.0695	\$4,164.87
2025	\$682,515	0.55	\$187,691.63	23.7824	\$4,463.76	19.0695	\$3,579.19
2026	\$682,515	0.49	\$167,216.18	23.7824	\$3,976.80	19.0695	\$3,188.73
2027	\$682,515	0.44	\$150,153.30	23.7824	\$3,571.01	19.0695	\$2,863.35
2028	\$682,515	0.41	\$139,915.58	23.7824	\$3,327.53	19.0695	\$2,668.12
2029	\$682,515	0.38	\$129,677.85	23.7824	\$3,084.05	19.0695	\$2,472.89
2030	\$682,515	0.35	\$119,440.13	23.7824	\$2,840.57	19.0695	\$2,277.66
2031	\$682,515	0.33	\$112,614.98	23.7824	\$2,678.25	19.0695	\$2,147.51
2032	\$682,515	0.31	\$105,789.83	23.7824	\$2,515.94	19.0695	\$2,017.36
2033	\$682,515	0.29	\$98,964.68	23.7824	\$2,353.62	19.0695	\$1,887.21
2034	\$682,515	0.28	\$95,552.10	23.7824	\$2,272.46	19.0695	\$1,822.13
2035	\$682,515	0.26	\$88,726.95	23.7824	\$2,110.14	19.0695	\$1,691.98
2036	\$682,515	0.25	\$85,314.38	23.7824	\$2,028.98	19.0695	\$1,626.90
2037	\$682,515	0.17	\$58,013.78	23.7824	\$1,379.71	19.0695	\$1,106.29
2038	\$682,515	0.17	\$58,013.78	23.7824	\$1,379.71	19.0695	\$1,106.29

Note: Depreciation Rate used is from State schedule for office, electronic video and testing equipment (Section D of Form 632)

Table 4: Tax Increment Revenue Reimbursement Allocation Table
Robinson Dental Redevelopment

Developer Maximum Reimbursement	Proportionality	School & Local Taxes	Local-Only Taxes	Total
State	55.5%	\$ 175,672		\$ 175,672
Local	44.5%	\$ 140,951		\$ 140,951
TOTAL				
EGLE	100.0%	\$ 316,623		\$ 316,623
MSF	0.0%	\$ -		\$ -

Estimated Total
Years of Plan: 11

Estimated Capture	
BRA Administrative Fees	\$ 4,515
State Brownfield Redevelopment Fund	\$ 47,320
Local Brownfield Revolving Fund	\$ 303,218

	Plan Year	Years											TOTAL
		1 2022	2 2023	3 2024	4 2025	5 2026	6 2027	7 2028	8 2029	9 2030	10 2031	11 2032	
Total State Incremental Revenue		\$ 28,798	\$ 35,925	\$ 34,614	\$ 34,199	\$ 34,030	\$ 33,946	\$ 34,028	\$ 34,112	\$ 34,200	\$ 34,373	\$ 34,549	\$ 372,774
State Brownfield Redevelopment Fund (50% of SET)		\$ (4,493)	\$ (4,327)	\$ (4,274)	\$ (4,253)	\$ (4,242)	\$ (4,251)	\$ (4,262)	\$ (4,272)	\$ (4,294)	\$ (4,315)	\$ (4,338)	\$ (47,320)
State TIR Available for Reimbursement		\$ 24,305	\$ 31,598	\$ 30,340	\$ 29,946	\$ 29,789	\$ 29,695	\$ 29,766	\$ 29,840	\$ 29,907	\$ 30,057	\$ 30,211	\$ 325,454
Total Local Incremental Revenue		\$ 23,091	\$ 28,806	\$ 27,754	\$ 27,422	\$ 27,287	\$ 27,219	\$ 27,284	\$ 27,352	\$ 27,423	\$ 27,561	\$ 27,702	\$ 298,902
BRA Administrative Fee (1% of available TIR)		\$ (474)	\$ (604)	\$ (581)	\$ (574)	\$ (571)	\$ (569)	\$ (571)	\$ (572)				\$ (4,515)
Local TIR Available for Reimbursement		\$ 22,617	\$ 28,202	\$ 27,173	\$ 26,848	\$ 26,716	\$ 26,650	\$ 26,714	\$ 26,780	\$ 27,423	\$ 27,561	\$ 27,702	\$ 294,387
Total State & Local TIR Available		\$ 46,923	\$ 59,799	\$ 57,513	\$ 56,794	\$ 56,505	\$ 56,345	\$ 56,480	\$ 56,621	\$ 57,330	\$ 57,619	\$ 57,913	\$ 619,841
DEVELOPER		Beginning Balance											
DEVELOPER Reimbursement Balance		\$ 316,623	\$ 316,623	\$ 269,700	\$ 209,901	\$ 152,388	\$ 95,594	\$ 39,089	\$ -	\$ -	\$ -	\$ -	\$ -
MSF Non-Environmental Costs		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
State Tax Reimbursement		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Local Tax Reimbursement		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
EGLE Environmental Costs		\$ 316,623	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
State Tax Reimbursement		\$ 24,305	\$ 31,598	\$ 30,340	\$ 29,946	\$ 29,789	\$ 29,695	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 175,672
Local Tax Reimbursement		\$ 22,617	\$ 28,202	\$ 27,173	\$ 26,848	\$ 26,716	\$ 9,394	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 140,951
Total EGLE Reimbursement Balance		\$ 269,700	\$ 209,901	\$ 152,388	\$ 95,594	\$ 39,089	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Local Only Costs		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Local Tax Reimbursement		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Local Only Reimbursement Balance		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Annual Developer Reimbursement		\$ 46,923	\$ 59,799	\$ 57,513	\$ 56,794	\$ 56,505	\$ 39,089	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 316,623
LOCAL BROWNFIELD REVOLVING FUND													
LBRF Deposits *		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
State Tax Capture		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 29,766	\$ 29,840	\$ 29,907	\$ 30,057	\$ 30,211	\$ 149,781
Local Tax Capture		\$ -	\$ -	\$ -	\$ -	\$ -	\$ 17,256	\$ 26,714	\$ 26,780	\$ 27,423	\$ 27,561	\$ 27,702	\$ 153,436
Total LBRF Capture		\$ -	\$ -	\$ -	\$ -	\$ -	\$ 17,256	\$ 56,480	\$ 56,621	\$ 57,330	\$ 57,619	\$ 57,913	\$ 303,218

* Up to five years of capture for LBRF Deposits after eligible activities are reimbursed. May be taken from EGLE & Local TIR only.

ATTACHMENT A

BROWNFIELD PLAN AND RESOLUTION(S)



**INTERLOCAL AGREEMENT
TO USE LOCAL TAX INCREMENT REVENUES FOR
THE ROBINSON DENTAL
BROWNFIELD REDEVELOPMENT PROJECT
5749 28TH STREET SE
CASCADE TOWNSHIP, MICHIGAN**

WHEREAS, the Urban Cooperation Act, PA7 of 1967, Extra Session (Act 7), provides that a public agency may enter into interlocal agreements with other public agencies to exercise jointly any power, privilege, or authority that the agencies share to in common and that each might exercise separately; and

WHEREAS, the Cascade Township Downtown Development Authority ("DDA") was duly established pursuant to PA 57 of 2018, as amended (Act 57); and

WHEREAS, the Cascade Township Brownfield Redevelopment Authority ("BRA") was duly established pursuant to PA 381, 1996, as amended (Act 381); and

WHEREAS, the BRA and DDA are each considered a "public agency" under Act 7; and

WHEREAS, the BRA has the authority to pay for "Eligible Activities" and capture tax increment revenues generated by the levy of certain taxes via approved brownfield plans pursuant to and as described in Act 381; and

WHEREAS, the BRA has an approved a Brownfield Redevelopment Plan (the "BRA Plan") for the property located at 5749 28th Street SE, in Cascade Township Michigan, parcel identification number 41-19-08-351-033 (the "Property"); and

WHEREAS, the Property lies within the DDA district; and

WHEREAS, the DDA has the authority to pay certain activities and capture tax increment revenues generated by the levy of certain taxes on the Property pursuant to the Downtown Development Authority Tax Increment Financing and Development Plan, as amended (the "DDA Plan"), and

WHEREAS, the DDA and the BRA agree that the BRA will capture 100% of the tax increment revenue on the Property per the BRA Plan in lieu of the DDA capturing the tax increment revenue of the Property; and

WHEREAS, the DDA and the BRA now wish to enter into this Interlocal Agreement to allow the BRA to capture 100% of the tax increment revenues generated by the redevelopment of the Property and any future assigned property identification numbers associated with this parcel to reimburse the Act 381 "Eligible Activities" pursuant to the BRA Plan to the extent such costs are not otherwise paid.

THEREFORE, the DDA and BRA agree as follows:

1. Transfer and Use of Tax Increment Revenues.

100% of the tax increment revenues on the Property specified in the BRA Plan generated shall be captured by the BRA to reimburse approved eligible activities under Act 381 and to pay BRA administration fees and the Local Brownfield Revolving

Fund.

2. Limitation to Tax Increment Revenues from Property. The BRA shall only capture the tax increment revenues generated by the Property to reimburse approved eligible activity costs identified in Summary of Eligible Activities and Description of Costs as given in the approved Plan, where applicable, and authorized by Act 381. Any deficiencies in tax increment revenues to pay approved Eligible Activity costs for any year are waived. Upon conclusion or dissolution of the BRA Plan, all tax increment revenues generated by the Property shall be captured and retained by the DDA as stated in the DDA Plan.

3. BRA as Agent under This Agreement. The parties designate the BRA as the agent to receive and disburse all tax increment revenues generated by the Property until such time as all obligations of the approved BRA Plan have been satisfied in conformance with this agreement and the BRA Plan.

4. Effective Date. The Agreement shall commence upon its approval by the legislative bodies of the DDA and BRA and Township Board, duly executed by their authorized representatives and filed with the Cascade Township Clerk and Secretary of State of the State of Michigan as required by Act 7.

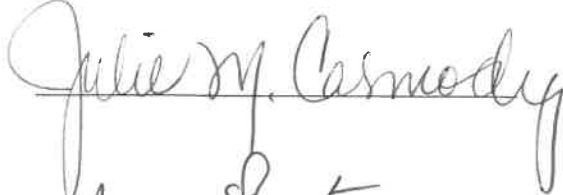
5. Severability. To the extent that any provisions contained in this Agreement is deemed unenforceable, to the extent possible, the remaining terms shall remain in effect.


6. Term. The parties agree that the transfer of tax increment revenue from the Property to reimburse eligible activities pursuant to Act 381, BRA administration fees and the Local Brownfield Revolving Fund shall begin once tax increment revenues are collected from the Property for taxes levied after July 1, 2022, which will occur after the official approval of the BRA Plan by the Township Board. This contract extends until all obligations under this contract and the BRA Plan are met.

The DDA and BRA, by their authorized representatives, have executed this Agreement as indicated on the attached signature page:

This agreement was approved by the Cascade Township Downtown Development Authority. The Chairperson and Secretary were authorized to sign this Agreement on the 18th day of May, 2021 and was signed by the Chairperson and Secretary on the day of October, 2021.

Witnesses





CASCADE TOWNSHIP DDA



Chairperson



Secretary

Subscribed and sworn to before me on this 27th day of October, 2021.

Karen S. Snoeyink

Karen S. Snoeyink

Notary Public, Kent County

My commission expires: 10-6-26

**Karen S. Snoeyink
Notary Public-State of Michigan
Kent County
My Commission Expires 10/06/2026
Acting in Kent County**



This agreement was approved by the Cascade Township Brownfield Redevelopment Authority. The Chairperson and Secretary were authorized to sign this Agreement on the 6th day of May, 2021 and was signed by the Chairperson and Secretary on the day of October, 2021.

Witnesses

CASCADE TOWNSHIP BROWNFIELD
REDEVELOPMENT AUTHORITY

Julie M. Carmody
Julie M. Carmody

Miriam Klyza

Chairperson

Diane Lesperance

Secretary

Subscribed and sworn to before me on this 27th day of October, 2021.

Karen S. Snoeyink

Karen S. Snoeyink

Notary Public, Kent County

My commission expires: 10-6-26

**Karen S. Snoeyink
Notary Public-State of Michigan
Kent County
My Commission Expires 10/06/2026
Acting in Kent County**



RESOLUTION #12 of 2021

RESOLUTION ADOPTING A BROWNFIELD PLAN FOR THE ROBINSON DEVELOPMENT IN ACCORDANCE WITH THE PROVISIONS OF ACT 381 OF THE PUBLIC ACTS OF THE STATE OF MICHIGAN OF 1996, AS AMENDED

At a regular meeting of the Cascade Charter Township Board held virtually, via Zoom and In-Person at the Cascade Township Branch of Kent District Library-Wisner Center, 2870 Jacksmith Drive on Wednesday, the 26th day of May, 2021 at 7:00 pm.

PRESENT: Shipley, Koessel, Peirce, Lesperance, Slater, McDonald, Noordhoek

ABSENT: None

MOTION BY: McDonald

SUPPORTED BY: Peirce

WHEREAS, the Cascade Charter Township Board, pursuant to and in accordance with the provisions of the Brownfield Redevelopment Financing Act, being Act 381 of the Public Acts of the State of Michigan of 1996, as amended (the "Act"), have created the Brownfield Redevelopment Authority (BRA) of Cascade Charter Township (the "Authority"); and

WHEREAS, the Authority, pursuant to and in accordance with Section 13 of the Act, has reviewed, adopted and recommended for approval by the Township Board, the Brownfield Plan (the "Plan") attached hereto, to be carried out within Cascade Charter Township relating to the redevelopment project of a property in the Township (the "Site"), as more particularly described and shown in Figures 1 and 2 contained within the attached Plan; and

WHEREAS, the Township Board has reviewed the Plan, and has been provided a reasonable opportunity to express their views and recommendations regarding the Plan and in accordance with Section 14 of the Act; and

WHEREAS, the Township Board has noticed and held a public hearing in accordance with Section 14 of the Act, and

WHEREAS, the Township Board has made the following determinations and findings:

- A. The Plan constitutes a public purpose under the Act;
- B. The Plan meets all of the requirements for a Brownfield plan set forth in Section 13 of the Act;
- C. The proposed method of financing the costs of the eligible activities, as described in the Plan, is feasible and the Authority has applied for a brownfield grant and a brownfield loan, guaranteed by developers Coco Properties LLC, to pay for eligible activities;

- D. The costs of the eligible activities proposed in the Plan are reasonable and necessary to carry out the purposes of the Act; and
- E. The amount of captured taxable value estimated to result from the adoption of the Plan is reasonable; and

WHEREAS, as a result of its review of the Plan, and upon consideration of the views and recommendations of the Taxing Jurisdictions, the Township Board concurs with approval of the Plan.

NOW, THEREFORE, BE IT RESOLVED THAT:

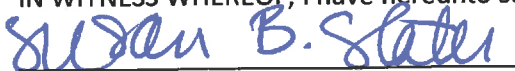
1. **Plan Approved.** Pursuant to the authority vested in the Township Board by the Act, the Plan is hereby approved in the form attached to this Resolution.
2. **Severability.** Should any section, clause or phrase of this Resolution be declared by the courts to be invalid, the same shall not affect the validity of this Resolution as a whole nor any part thereof other than the part so declared to be invalid.
3. **Repeals.** All resolutions or parts of resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

AYES: Shipley, Peirce, Lesperance, Slater, McDonald, Noordhoek
 NAYES: N/A
 ABSENT: N/A
 ABSTAINED: Koessel

RESOLUTION DECLARED ADOPTED

State of Michigan)
 County of Kent) ss:

I, Susan Slater, the undersigned, the fully qualified Clerk of Cascade Charter Township, State of Michigan, do hereby certify that the foregoing is a true and complete story of a resolution adopted by the Cascade Charter Township Board at a regular meeting held on the 26th day of May, 2021, the original of which is on file in my office.

IN WITNESS WHEREOF, I have hereunto set my official signature this 27th day of May, 2021.


Susan Slater, Clerk
 Cascade Charter Township



ACT 381 BROWNFIELD PLAN

FOR

**ROBINSON DENTAL DEVELOPMENT
5749 28TH STREET SE
CASCADE TOWNSHIP, MICHIGAN**

April 21, 2021

**Approved by the Brownfield Redevelopment Authority on: May 6, 2021
Approved by the governing body of the local jurisdiction on: May 26, 2021**

Prepared by:

**ENVIROLOGIC TECHNOLOGIES, INC.
2960 Interstate Parkway
Kalamazoo, MI 49048
269.342.1100
www.envirollogic.com**

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ACT 381 BROWNFIELD PLAN

1.0 INTRODUCTION

1.1 Proposed Redevelopment and Future Use for Each Eligible Property

The redevelopment includes the new construction of a two-story, 8,519-square-foot building in a commercial area of Cascade Township. Coco Properties LLC is the developer and owner of the property, and the building will house Robinson Dental's fourth office location. The project is a \$3–4 million project including new construction, fixtures, and equipment. The project will create 35 new professional-level jobs. The project is scheduled to begin construction in 2021 and will be ready for use in early 2022. The project is not located in a Qualified Local Unit of Government.

1.2 Eligible Property Information

The property is an eligible property based on the presence of various contaminants identified on the site in soil and groundwater above generic residential cleanup criteria. The site is occupied by a large mound of soil, waste asphalt, and concrete. Analytical results from a 2000 Phase II Environmental Site Assessment (ESA) identified copper, zinc, benzo(a)pyrene, fluoranthene, naphthalene, and phenanthrene in soil at concentrations exceeding the current Groundwater Surface Water Interface Protection (GSIP) Criteria. The concentrations of benzo(a)pyrene in soil also exceed the current Generic Residential Direct Contact (DC) Criteria. In 2008, a Phase II ESA identified selenium, benzo(a)pyrene, fluoranthene, and phenanthrene in soil at concentrations exceeding GSIP Criteria and benzo(a)pyrene in excess of Generic Residential DC Criteria. Envirologic completed a Phase II ESA in 2020 to confirm and supplement prior results. The 2020 investigation identified the presence of arsenic, barium, copper, and lead in groundwater above drinking water and GSI criteria. Sampling activities over the various investigations have demonstrated that no volatile organic compounds are present on site.

The eligible property is located at 5749 28th Street SE, Cascade Township, Kent County, Michigan. The Property Tax ID for the eligible property is 41-19-08-351-033. The property is a 3.361-acre parcel. A Scaled Property Location Map and Site Plan is provided as Figures 1 and 2.

2.0 INFORMATION REQUIRED BY SECTION 13(2) OF THE STATUTE

2.1 Description of Costs to Be Paid for With Tax Increment Revenues

The costs to be paid for with tax increment revenues include Phase I and II ESAs completed at a cost of \$25,755; a Baseline Environmental Assessment completed at a cost of \$1,375, the cost of Due Care Documentation (\$1,375), and the cost of this Brownfield Plan including fees (\$20,000). These costs are considered "Pre-approved Activities" that

can be reimbursed using school and local tax increment revenues without approval from the State. These costs were incurred by Coco Properties LLC, the developer.

The project will include the removal of the contaminated soil pile. The cost of excavating the contaminated soil and loading it onto trucks for transport and disposal is projected to be \$20,100. This is a cost to be borne by the developer. It is anticipated that this cost will be approved for reimbursement using local and school tax increment revenues. The cost for transportation and disposal of these soils is being paid for using a Michigan Department of Environment, Great Lakes and Energy Brownfield Redevelopment Grant.

The cost for transportation and disposal of additional contaminated soils generated through construction activities is projected to be \$252,503. Project management and oversight activities associated with the contaminated soil transport and disposal are projected to be \$22,700. A 15% contingency on these costs is \$37,875. These costs are being paid for using a Michigan Department of Environment, Great Lakes and Energy Brownfield Redevelopment Loan. The interest cost on the loan are projected to be a maximum of \$23,823. It is projected that these costs will be reimbursable using school and local tax increment revenues.

2.2 Summary of Eligible Activities

Eligible activities include the following Department-specific activities:

- Phase I Environmental Site Assessment
- Phase II Environmental Site Assessment
- Baseline Environmental Assessment
- Due Care Documentation
- Contaminated soil excavation (soil pile only)
- Contaminated soil transportation and disposal including project management activities
- Brownfield Plan development
- Act 381 Work Plan development
- Contingencies
- Interest expense
- Administrative Expense of the Authority

2.3 Estimate of Captured Taxable Value and Tax Increment Revenues

The estimated captured taxable value for this redevelopment by year and in aggregate is depicted in Tables 2 and 3. The initial taxable value of the property is the taxable value established for the property in 2021 which is \$89,100. The estimated future taxable value of the real property after development is \$1,300,000. It is anticipated that an increase in taxable value will be first available in 2022, though the project will not likely be completely constructed at the time 2022 values are assessed. Thus, in this first year of

tax increment revenue capture, the taxable value may not yet be the full estimated assessed value.

This Brownfield Plan also anticipates the capture of personal property taxes. A list of proposed fixtures and equipment that would be subject to personal property tax is attached as Table 3.

2.4 Method of Financing and Description of Advances Made by the Municipality

Project activities are being financed by the Developer and supported by a loan provided by the State of Michigan Department of Environment, Great Lakes, and Energy (EGLE) to the Township. No advance has been made by the municipality.

2.5 Maximum Amount of Note or Bonded Indebtedness

Cascade Township has secured a loan from EGLE in the amount of \$313,078 to support the project and pay for various eligible activities including oversight and administration of the loan.

2.6 Duration of Brownfield Plan

The Plan is anticipated to be initiated in 2022 and will remain active until all eligible activities are paid.

2.7 Estimated Impact of Tax Increment Financing on Revenues of Taxing Jurisdictions

An estimate of the impact of tax increment financing on the revenues of all taxing jurisdictions in which the eligible property is located is provided in detail in Tables 2 and 3.

2.8 Legal Description, Property Map, Statement of Qualifying Characteristics and Personal Property

The legal description of the eligible property is as follows:

*411908351033 PART OF SW 1/4 COM AT SW COR OF SEC 8 89D 38M 08S E ALONG S SEC LINE 264.0 FT TO E LINE OF CASCADE BELTLINE PLAT TH N 0D 50M 11S W ALONG SD E LINE 435.0 FT TO N LINE S 435 FT OF SW ¼ TH S 89D 38M 08S E ALONG SD N LINE 173.44 FT TO BEG OF THIS DESC - TH N 0D 50M 11S W 360.0 FT TO N LINE OF S 795 FT OF SW 1/4 TH S 89D 38M 08S E ALONG SD N LINE 367.08 FT TH S 0D 46M 41S E 360.0 FT TO N LINE S 435 FT OF SW 1/4 TH N 89D 38M 08S W ALONG SD N LINE 366.71 FT TO BEG * SEC 8 T6N R10W 3.03 A. SPLIT ON 02/06/2007 FROM 41-19-08-351-030*

The Property Tax ID number for the parcel is 41-19-08-351-033, and it is 3.361 acres in size.

A scaled map showing eligible property dimensions is provided as Figure 1.

The Brownfield conditions that qualify the property as eligible property are the presence of various polynuclear aromatic hydrocarbons and metals in soil and groundwater above generic residential cleanup criteria, which makes the property a facility as defined in Part 201 of NREPA (1994 PA 451). The developer is not a liable party and conducted a Baseline Environmental Assessment prior to their purchase (See Appendix H).

The capture of personal property is included as part of the eligible property.

2.9 Estimates of Residents and Displacement of Individuals/Families

Not applicable.

2.10 Plan for Relocation of Displaced Persons

Not applicable.

2.11 Provisions for Relocation Costs

Not applicable.

2.12 Strategy for Compliance with Michigan's Relocation Assistance Law

Not applicable.

2.13 Other Material that the Authority or Governing Body Considers Pertinent

Not applicable.

Table 1A: Eligible Activities and Costs

EGL Eeligible Activities Costs and Schedule		
EGL Eeligible Activities	Cost	Completion Season/Year
Department Specific Activities		
<i>Phase I and II Environmental Site Assessments</i>	\$25,755	2020
<i>Baseline Environmental Assessment</i>	\$1,375	2020
<i>Due Care</i>	\$1,375	2021
<i>Excavation of Contaminated Soil Pile</i>	\$20,100	2021
<i>Transportation and Disposal of Contaminated Soil</i>	\$252,503	2021
<i>Oversight and Project Management of Contaminated Soil Removals (Oversight and Grant Administration)</i>	\$22,700	2021
EGL Eeligible Activities Sub-Total	\$323,808	
Contingency (15 % of loan-eligible costs)	\$37,875	2021
Interest (1.5% of loan costs)	\$23,823	2022-29
Brownfield Plan and/or Work Plan Preparation	\$20,000	2020-21
Brownfield Plan and/or Work Plan Implementation		
EGL Eeligible Activities Total Costs	\$405,506	2020–21

MSF Eligible Activities Costs and Schedule		
MSF Eligible Activities	Cost	Completion Season/Year
Demolition Sub-Total		
Lead, Asbestos, Mold Abatement Sub-Total		
Infrastructure Improvements Sub-Total		
Site Preparation Sub-Total		
MSF Eligible Activities Sub-Total		
Contingency (Indicate %)		
Interest (Indicate %)		
Brownfield Plan and/or Work Plan Preparation		
Brownfield Plan and/or Work Plan Implementation		
MSF Eligible Activities Total Costs	\$0	

Local-Only Eligible Activities Costs and Schedule		
Eligible Activities	Cost	Completion Season/Year
Environmental Sub-Total		
Eligible Activities Sub-Total		
Contingency (Indicate %)		
Interest (Indicate %)		
Brownfield Plan and/or Work Plan Preparation		
Brownfield Plan and/or Work Plan Implementation		
Eligible Activities Total Costs	\$0	



FIGURE 1

LEGAL DESCRIPTION AND MAP OF THE ELIGIBLE PROPERTY



FIGURE 2

DESCRIPTION OF PERSONAL PROPERTY THAT IS PART OF THE ELIGIBLE PROPERTY





295 Centerpoint Blvd
Pittston, PA 18640
http://www.benco.com

Equipment Quote

Ref No:	2563
Purchase Order:	00002563
Printed On:	11/30/2020
Prices Firm Until*:	12/2/2020

*Prices subject to change with manufacturer price changes

Customer Information

94101539 - EQAC ROBINSON DENTAL
ELIZABETH ROBINSON DDS
899 RENO DR
WAYLAND, MI 49348-1732
269-792-9557

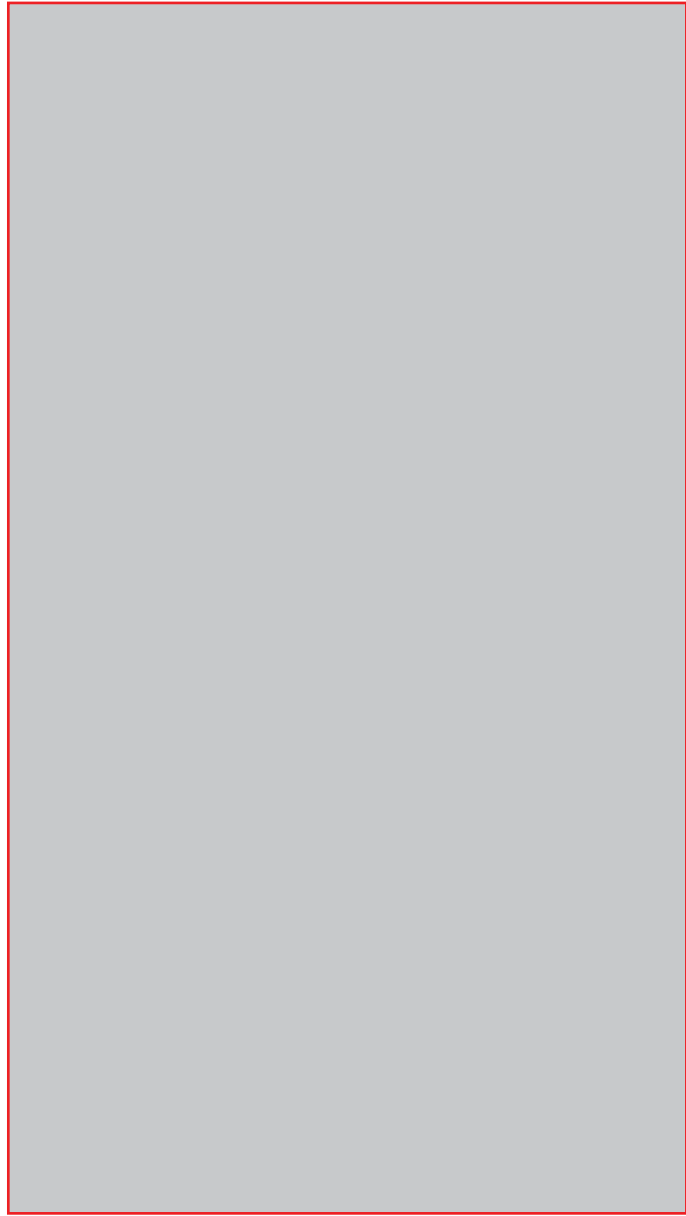
Installation Address

1 - EQAC ROBINSON DENTAL
ELIZABETH ROBINSON DDS
899 RENO DR
WAYLAND, MI 49348-1732
269-792-9557

Benco Information

Equipment Specialist:	Todd Mears (S)
	616-299-0056
Sales Representative:	Rick Lovins (A)
	269-207-4110

Qty	Item #	Mfgr	Item Description	Retail	Net	Net Ext	Cash	Cash Ext
12	4208-779	MIDMA	ELEVANCE CHAIR STD UPHOL					
12	4208-804	MIDMA	ULTRALEATHER UPGRADE ELEVANCE <i>UPHOLSTERY COLOR: Fudge</i>					
12	4208-813	MIDMA	SERENESCAP HEAT AND MASSA SYS					
12	4834-664	MIDMA	Elevance Style J Box					
10	4518-167	MIDMA	TRACK MOUNTED LED LIGHT <i>CEILING HEIGHT: TBD</i>					
2	5066-279	MIDMA	CEILING LIGHT LED SINGLE 8'					
12	3257-718	MIDMA	PIVOT WORK SURFACE PROCENTER					
12	4176-189	MIDMA	HP ILLUMINATION SYS 12 O'CLOCK					
12	3463-245	MIDMA	ISO-C FO Handpiece Tubing					
10	5287-870	MIDMA	SATELEC® Pure Newtron SLIM B.LED Ultrasonic Scaler					
12	4026-537	MIDMA	DR STOOL UNDECIDED COLOR					
12	4026-546	MIDMA	ASSISTANT STOOL UNDEC COLOR					
24	4062-275	MIDMA	Upcharge Standard Ultraleather Stool Upholstery <i>UPHOLSTERY COLOR: Fudge</i>					
12	3741-293	MIDMA	PREVA DC INTRAORAL XRAY 76"DBL					
12	1971-324	MIDMA	CUSTOM CABINETRY <i>QUOTE NUMBER: DA200761</i> <i>ARTIZAN REAR CABINET</i>					
12	1971-324	MIDMA	CUSTOM CABINETRY <i>QUOTE NUMBER: DA200761</i> <i>ARTIZAN SIDE CABINET</i>					
12			GLOVE CUP TOWELL CABINET					
1	1971-324	MIDMA	CUSTOM CABINETRY <i>QUOTE NUMBER: DA200761</i> <i>SYNTHESIS CABINETS LAB</i>					
1	1971-324	MIDMA	CUSTOM CABINETRY <i>QUOTE NUMBER: DA200761</i> <i>SYNTHESIS STIRIL DIRTY SIDE</i>					
1	1971-324	MIDMA	CUSTOM CABINETRY <i>QUOTE NUMBER: DA200761</i>					



Qty	Item #	Mfgr	Item Description	Retail	Net	Net Ext	Cash	Cash Ext
-----	--------	------	------------------	--------	-----	---------	------	----------

SYNTHESIS STIRIL CLEAN SIDE

2	3886-977	MIDMA	P72 OIL-LESS COMP 230V 7-10USR					
1	3779-637	MIDMA	P14 POWERVAC DUAL 14-20 USER					
1	2585-624	MIDMA	MASTER CTRL PANEL 2AIR-VAC/H2O					
1	3923-935	MIDMA	ID Tandem Complete Label					
1	4510-601	MIDMA	HG5 AMALGAM SEPARATOR 1-10USR					
2	5472-017	MIDMA	Midmark M11 Steam Sterilizer 115V					
1	4569-817	SCICAN	Statim G4 5000 Autoclave					
2	5179-602	MIDMA	QuickClean Ultrasonic Cleaner 3.3gal Tabletop Unit					
4	5074-804	VATEC	HD SENSOR SIZE 2.0					
1	5207-250	VATEC	PAX-I3D GREEN2 18X10					
12	4607-874	ACCUTR	DIGITAL ULTRA FLUSH PKG H CHR					
12	4919-215	ACCUTR	RFS CHAIR MT KT MIDMA ELEVANCE					
1	4787-537	ACCUTR	DIGI-FLO AUTO PKG B / PREINS					

Subtotal :

Freight :

Approximate Tax* :

Estimated Total :

* Please note tax is estimated based on installation address, and subject to change without notice. Exact taxes will be reflected on your final invoice.

TABLES 1B, 2, 3, AND 4

TIF TABLE (TAX CAPTURE/REIMBURSEMENT SCHEDULE)



TABLE 1B
ELIGIBLE ACTIVITIES

Eligible Activities	Estimated Cost - Coco Properties	Estimated Cost - EGLE Loan
<u>Pre-Approved Activities</u> State and Local		
Phase I and II ESAs	\$ 25,755.00	\$ -
BEA	\$ 1,375.00	\$ -
Plan for Compliance with Due Care	\$ 1,375.00	\$ -
<u>Department Specific Activities</u> State and Local		
Excavation of contaminated soil pile	\$ 20,100.00	\$ -
Transport and dispose contaminated soil	\$ -	\$ 252,503.00
Oversight of contaminated soil removals*	\$ -	\$ 22,700.00
TOTAL COSTS OF ELIGIBLE ACTIVITIES	\$ 48,605.00	\$ 275,203.00
Financing Costs (%)**	\$ -	\$ 23,823.00
Contingencies (15% of trans/disp)	\$ -	\$ 37,875.00
Administrative & Operating Expense of the Authority:		
Brownfield and Work Plan Preparation (State and Local)	\$ 20,000.00	\$ -
Brownfield Plan Implementation (State and Local)	\$ -	\$ 30,000.00
TOTAL REIMBURSEMENTS	\$ 68,605.00	\$ 366,901.00
Captured and Disbursed to State Redevelopment Fund		
Additional Capture for LBRF		
Total	\$ 68,605.00	\$ 366,901.00

*Grant Administration and Third Party Oversight

** Projected Maximum Interest Expense of EGLE Loan

TABLE 2: Tax Increment Revenue Capture Estimates
Real Property Tax
Robinson Dental Redevelopment
Cascade Township, Michigan

Estimated Taxable Value (TV) Increase Rate: 1%

Plan Year	1	2	3	4	5	6	7	8	9	10	11	12	13	TOTAL	
Calendar Year	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034		
*Base Taxable Value	\$ 89,100	\$ 89,100	\$ 89,100	\$ 89,100	\$ 89,100	\$ 89,100	\$ 89,100	\$ 89,100	\$ 89,100	\$ 89,100	\$ 89,100	\$ 89,100	\$ 89,100	\$ -	
Estimated New TV	\$ 1,300,000	\$ 1,313,000	\$ 1,326,130	\$ 1,339,391	\$ 1,352,785	\$ 1,366,313	\$ 1,379,976	\$ 1,393,776	\$ 1,407,714	\$ 1,421,791	\$ 1,436,009	\$ 1,450,369	\$ 1,464,873	\$ -	
Incremental Difference (New TV - Base TV)	\$ 1,210,900	\$ 1,223,900	\$ 1,237,030	\$ 1,250,291	\$ 1,263,685	\$ 1,277,213	\$ 1,290,876	\$ 1,304,676	\$ 1,318,614	\$ 1,332,691	\$ 1,346,909	\$ 1,361,269	\$ 1,375,773	\$ -	
School Capture															
	Millage Rate														
State Education Tax (SET)	6.0000	\$ 7,265	\$ 7,343	\$ 7,422	\$ 7,502	\$ 7,582	\$ 7,663	\$ 7,745	\$ 7,828	\$ 7,912	\$ 7,996	\$ 8,081	\$ 8,168	\$ 8,255	\$ 100,763
School Operating Tax	17.8467	\$ 21,611	\$ 21,843	\$ 22,077	\$ 22,314	\$ 22,553	\$ 22,794	\$ 23,038	\$ 23,284	\$ 23,533	\$ 23,784	\$ 24,038	\$ 24,294	\$ 24,553	\$ 299,714
School Total	23.8467	\$ 28,876	\$ 29,186	\$ 29,499	\$ 29,815	\$ 30,135	\$ 30,457	\$ 30,783	\$ 31,112	\$ 31,445	\$ 31,780	\$ 32,119	\$ 32,462	\$ 32,808	\$ 400,477
Local Capture															
	Millage Rate														
Forest Hills Rec (Winter)	0.4950	\$ 599	\$ 606	\$ 612	\$ 619	\$ 626	\$ 632	\$ 639	\$ 646	\$ 653	\$ 660	\$ 667	\$ 674	\$ 681	\$ 8,313
Kent Dis Library	1.2581	\$ 1,523	\$ 1,540	\$ 1,556	\$ 1,573	\$ 1,590	\$ 1,607	\$ 1,624	\$ 1,641	\$ 1,659	\$ 1,677	\$ 1,695	\$ 1,713	\$ 1,731	\$ 21,128
Kent County Jail	0.7717	\$ 934	\$ 944	\$ 955	\$ 965	\$ 975	\$ 986	\$ 996	\$ 1,007	\$ 1,018	\$ 1,028	\$ 1,039	\$ 1,050	\$ 1,062	\$ 12,960
Kent County Senior	0.4888	\$ 592	\$ 598	\$ 605	\$ 611	\$ 618	\$ 624	\$ 631	\$ 638	\$ 645	\$ 651	\$ 658	\$ 665	\$ 672	\$ 8,209
Kent County Vet	0.0487	\$ 59	\$ 60	\$ 60	\$ 61	\$ 62	\$ 62	\$ 63	\$ 64	\$ 64	\$ 65	\$ 66	\$ 66	\$ 67	\$ 818
Kent County Z/M	0.4301	\$ 521	\$ 526	\$ 532	\$ 538	\$ 544	\$ 549	\$ 555	\$ 561	\$ 567	\$ 573	\$ 579	\$ 585	\$ 592	\$ 7,223
Kent County Chld	0.2464	\$ 298	\$ 302	\$ 305	\$ 308	\$ 311	\$ 315	\$ 318	\$ 321	\$ 325	\$ 328	\$ 332	\$ 335	\$ 339	\$ 4,138
Cas Twp Oper	0.9632	\$ 1,166	\$ 1,179	\$ 1,192	\$ 1,204	\$ 1,217	\$ 1,230	\$ 1,243	\$ 1,257	\$ 1,270	\$ 1,284	\$ 1,297	\$ 1,311	\$ 1,325	\$ 16,176
Cas Twp Fire	1.3038	\$ 1,579	\$ 1,596	\$ 1,613	\$ 1,630	\$ 1,648	\$ 1,665	\$ 1,683	\$ 1,701	\$ 1,719	\$ 1,738	\$ 1,756	\$ 1,775	\$ 1,794	\$ 21,896
Cas Twp Police	0.4551	\$ 551	\$ 557	\$ 563	\$ 569	\$ 575	\$ 581	\$ 587	\$ 594	\$ 600	\$ 607	\$ 613	\$ 620	\$ 626	\$ 7,643
Cas Twp Library	0.1486	\$ 180	\$ 182	\$ 184	\$ 186	\$ 188	\$ 190	\$ 192	\$ 194	\$ 196	\$ 198	\$ 200	\$ 202	\$ 204	\$ 2,496
Cas Twp Pathways	0.3484	\$ 422	\$ 426	\$ 431	\$ 436	\$ 440	\$ 445	\$ 450	\$ 455	\$ 459	\$ 464	\$ 469	\$ 474	\$ 479	\$ 5,851
Cas Two Op Space	0.2280	\$ 276	\$ 279	\$ 282	\$ 285	\$ 288	\$ 291	\$ 294	\$ 297	\$ 301	\$ 304	\$ 307	\$ 310	\$ 314	\$ 3,829
Forest Hills Rec (Summer)	0.4951	\$ 600	\$ 606	\$ 612	\$ 619	\$ 626	\$ 632	\$ 639	\$ 646	\$ 653	\$ 660	\$ 667	\$ 674	\$ 681	\$ 8,315
Kent ISD	5.5684	\$ 6,743	\$ 6,815	\$ 6,888	\$ 6,962	\$ 7,037	\$ 7,112	\$ 7,188	\$ 7,265	\$ 7,343	\$ 7,421	\$ 7,500	\$ 7,580	\$ 7,661	\$ 93,515
GRCC	1.7472	\$ 2,116	\$ 2,138	\$ 2,161	\$ 2,185	\$ 2,208	\$ 2,232	\$ 2,255	\$ 2,280	\$ 2,304	\$ 2,328	\$ 2,353	\$ 2,378	\$ 2,404	\$ 29,342
Kent County Oper	4.2243	\$ 5,115	\$ 5,170	\$ 5,226	\$ 5,282	\$ 5,338	\$ 5,395	\$ 5,453	\$ 5,511	\$ 5,570	\$ 5,630	\$ 5,690	\$ 5,750	\$ 5,812	\$ 70,942
Local Total	19.2209	\$ 23,275	\$ 23,524	\$ 23,777	\$ 24,032	\$ 24,289	\$ 24,549	\$ 24,812	\$ 25,077	\$ 25,345	\$ 25,616	\$ 25,889	\$ 26,165	\$ 26,444	\$ 322,792
Non-Capturable Millages															
	Millage Rate														
Forest Hills Debt	6.6500	\$ 8,052	\$ 8,139	\$ 8,226	\$ 8,314	\$ 8,404	\$ 8,493	\$ 8,584	\$ 8,676	\$ 8,769	\$ 8,862	\$ 8,957	\$ 9,052	\$ 9,149	\$ 111,679
Total Non-Capturable Taxes	6.6500	\$ 8,052	\$ 8,139	\$ 8,226	\$ 8,314	\$ 8,404	\$ 8,493	\$ 8,584	\$ 8,676	\$ 8,769	\$ 8,862	\$ 8,957	\$ 9,052	\$ 9,149	\$ 111,679
Total Tax Increment Revenue (TIR) Available for Capture		\$ 52,151	\$ 52,710	\$ 53,276	\$ 53,847	\$ 54,424	\$ 55,007	\$ 55,595	\$ 56,189	\$ 56,790	\$ 57,396	\$ 58,008	\$ 58,627	\$ 59,251	\$ -

TABLE 3: Tax Increment Revenue Capture Estimates
 Personal Property Tax
 Robinson Dental Redevelopment
 Cascade Township, Michigan

Year	Value of Equipment	Deporeciation Rate	Taxable Value	School Millage Rate	Personal Property Tax (School)	Local Millage Rate	Personal Property Tax (Local)
2022	0						
2023	\$682,515	0.84	\$286,656.30	23.8467	\$6,835.81	19.2209	\$5,509.79
2024	\$682,515	0.64	\$218,404.80	23.8467	\$5,208.23	19.2209	\$4,197.94
2025	\$682,515	0.55	\$187,691.63	23.8467	\$4,475.83	19.2209	\$3,607.60
2026	\$682,515	0.49	\$167,216.18	23.8467	\$3,987.55	19.2209	\$3,214.05
2027	\$682,515	0.44	\$150,153.30	23.8467	\$3,580.66	19.2209	\$2,886.08
2028	\$682,515	0.41	\$139,915.58	23.8467	\$3,336.52	19.2209	\$2,689.30
2029	\$682,515	0.38	\$129,677.85	23.8467	\$3,092.39	19.2209	\$2,492.52
2030	\$682,515	0.35	\$119,440.13	23.8467	\$2,848.25	19.2209	\$2,295.75
2031	\$682,515	0.33	\$112,614.98	23.8467	\$2,685.50	19.2209	\$2,164.56
2032	\$682,515	0.31	\$105,789.83	23.8467	\$2,522.74	19.2209	\$2,033.38
2033	\$682,515	0.29	\$98,964.68	23.8467	\$2,359.98	19.2209	\$1,902.19
2034	\$682,515	0.28	\$95,552.10	23.8467	\$2,278.60	19.2209	\$1,836.60
2035	\$682,515	0.26	\$88,726.95	23.8467	\$2,115.84	19.2209	\$1,705.41
2036	\$682,515	0.25	\$85,314.38	23.8467	\$2,034.47	19.2209	\$1,639.82
2037	\$682,515	0.17	\$58,013.78	23.8467	\$1,383.44	19.2209	\$1,115.08
2038	\$682,515	0.17	\$58,013.78	23.8467	\$1,383.44	19.2209	\$1,115.08

Note: Depreciation Rate used is from State schedule for office, electronic video and testing equipment (Section D of Form 632)

Table 4: Tax Incremental Revenue Reimbursement Allocation Table
Robinson Dental Redevelopment

Developer Maximum Reimbursement	Proportionality	School & Local Taxes	Local-Only Taxes	Total
State	55.4%	\$ 229,903		\$ 229,903
Local	44.6%	\$ 205,603		\$ 205,603
TOTAL				
EGLE	100.0%	\$ 435,506		\$ 435,506
MSF	0.0%	\$ -		\$ -

Estimated Total
Years of Plan: 13

Estimated Capture

Administrative Fees	\$ 4,539
State Brownfield Redevelopment Fund	\$ 56,084
Local Brownfield Revolving Fund	\$ 305,182

	Plan Year	1	2	3	4	5	6	7	8	9	10	11	12	13	TOTAL
		2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	
Total State Incremental Revenue		\$ 28,876	\$ 36,022	\$ 34,707	\$ 34,291	\$ 34,122	\$ 34,038	\$ 34,120	\$ 34,205	\$ 34,293	\$ 34,466	\$ 34,642	\$ 34,822	\$ 35,086	\$ 443,689
State Brownfield Redevelopment Fund (50% of SET)		\$ (4,493)	\$ (4,327)	\$ (4,274)	\$ (4,253)	\$ (4,242)	\$ (4,251)	\$ (4,262)	\$ (4,272)	\$ (4,294)	\$ (4,315)	\$ (4,338)	\$ (4,370)	\$ (4,393)	\$ (56,084)
State TIR Available for Reimbursement		\$ 24,383	\$ 31,695	\$ 30,433	\$ 30,039	\$ 29,881	\$ 29,787	\$ 29,858	\$ 29,932	\$ 29,999	\$ 30,150	\$ 30,304	\$ 30,451	\$ 30,693	\$ 387,606
Total Local Incremental Revenue		\$ 23,275	\$ 29,034	\$ 27,975	\$ 27,639	\$ 27,503	\$ 27,435	\$ 27,501	\$ 27,570	\$ 27,641	\$ 27,780	\$ 27,922	\$ 28,067	\$ 28,280	\$ 357,622
BRA Administrative Fee (1% of available TIR)		\$ (477)	\$ (607)	\$ (584)	\$ (577)	\$ (574)	\$ (572)	\$ (574)	\$ (575)						\$ (4,539)
Local TIR Available for Reimbursement		\$ 22,798	\$ 28,427	\$ 27,391	\$ 27,063	\$ 26,929	\$ 26,863	\$ 26,928	\$ 26,995	\$ 27,641	\$ 27,780	\$ 27,922	\$ 28,067	\$ 28,280	\$ 353,083
Total State & Local TIR Available		\$ 47,181	\$ 60,122	\$ 57,824	\$ 57,101	\$ 56,810	\$ 56,650	\$ 56,786	\$ 56,927	\$ 57,640	\$ 57,930	\$ 58,227	\$ 58,518	\$ 58,973	\$ 740,688
DEVELOPER	Beginning Balance														
DEVELOPER Reimbursement Balance		\$ 435,506	\$ 435,506	\$ 388,325	\$ 328,203	\$ 270,379	\$ 213,278	\$ 156,468	\$ 99,818	\$ 43,033	\$ -	\$ -	\$ -	\$ -	\$ -
MSF Non-Environmental Costs		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
State Tax Reimbursement		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Local Tax Reimbursement		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
EGLE Environmental Costs		\$ 435,506	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
State Tax Reimbursement		\$ 24,383	\$ 31,695	\$ 30,433	\$ 30,039	\$ 29,881	\$ 29,787	\$ 29,858	\$ 23,827	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 229,903
Local Tax Reimbursement		\$ 22,798	\$ 28,427	\$ 27,391	\$ 27,063	\$ 26,929	\$ 26,863	\$ 26,928	\$ 19,205	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 205,603
Total EGLE Reimbursement Balance		\$ 388,325	\$ 328,203	\$ 270,379	\$ 213,278	\$ 156,468	\$ 99,818	\$ 43,033	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Local Only Costs		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Local Tax Reimbursement		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Local Only Reimbursement Balance		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Annual Developer Reimbursement		\$ 47,181	\$ 60,122	\$ 57,824	\$ 57,101	\$ 56,810	\$ 56,650	\$ 56,786	\$ 43,033	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 435,506
LOCAL BROWNFIELD REVOLVING FUND															
LBRF Deposits *		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
State Tax Capture		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,105	\$ 29,999	\$ 30,150	\$ 30,304	\$ 30,451	\$ 30,693	\$ 157,703
Local Tax Capture		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,789	\$ 27,641	\$ 27,780	\$ 27,922	\$ 28,067	\$ 28,280	\$ 147,479
Total LBRF Capture		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 13,894	\$ 57,640	\$ 57,930	\$ 58,227	\$ 58,518	\$ 58,973	\$ 305,182

* Up to five years of capture for LBRF Deposits after eligible activities are reimbursed. May be taken from EGLE & Local TIR only.

Footnotes:

ATTACHMENT A

BROWNFIELD PLAN RESOLUTION AND COPIES OF REQUIRED NOTIFICATIONS





CASCADE CHARTER TOWNSHIP

5920 Tahoe Drive SE Grand Rapids, Michigan 49546-7123

NOTICE TO ALL TAXING JURISDICTIONS

The Cascade Charter Township Board proposes to approve a Brownfield Plan for the redevelopment of property located at 5749 28th Street SE in Cascade Charter Township, Kent County, Michigan.

The Cascade Charter Township Board has established a Brownfield Redevelopment Authority (the "Authority") in accordance with the Brownfield Redevelopment Act, Act No. 381 of the Michigan Public Acts of 1996, as amended (the "Act").

The Act was enacted to provide a means for local units of government to facilitate the revitalization of environmentally distressed, functionally obsolete or blighted properties. The Cascade Charter Township Brownfield Redevelopment Authority Board has reviewed and recommended for adoption a Brownfield Plan related to the redevelopment of the property to construct a new dental office building.

The property subject to the plan is a "facility" as defined in Part 201 of NREPA (1994 PA 451) and is thus an "eligible property" under Act 381. This document serves to notify local taxing units of the intent to approve a Brownfield Plan for the noted property.

The Act permits the use of the tax increment financing in order to provide the Authority with the means of financing the redevelopment project included in the Brownfield Plan. Tax increment financing allows the Authority to capture tax revenues attributable to increases in the taxable value of real and personal property located on the "eligible property", which may include certain adjacent or contiguous parcels. Increases in taxable value may be attributable to various factors, including new construction, rehabilitation, remodeling, alterations, additions, economic and market conditions, and the installation of personal property on the eligible site.

The plan will be considered for adoption at the May 26, 2021 meeting of the Cascade Charter Township Board held at 7 pm. This meeting will be held both virtually, via Zoom and in-person at the Cascade Township Branch of Kent District Library-Wisner Center, 2870 Jacksmith Drive. If you have any questions or comments concerning the Brownfield Redevelopment Authority or adoption of the Plan you may attend the meeting and express those concerns during the public comment period. You may also direct inquiries to Sandra Korhorn, DDA/Economic Development Director, Cascade Charter Township at (616) 949-1500 or sandra@cascadetwp.com.

Dated: May 12, 2021

Cascade Charter Township
Kent County

NOTICE OF PUBLIC HEARING

**THE BROWNFIELD REDEVELOPMENT AUTHORITY
OF CASCADE TOWNSHIP, MICHIGAN**

**REGARDING ADOPTION OF A BROWNFIELD PLAN
OF
ROBINSON DEVELOPMENT
5749 28TH STREET SE
CASCADE CHARTER TOWNSHIP, MICHIGAN**

TO ALL INTERESTED PERSONS IN CASCADE CHARTER TOWNSHIP

PLEASE TAKE NOTICE that the Township Board of the Cascade Charter Township, Michigan, will hold a Public Hearing on the 26th day of May, 2021, at 7 p.m., Eastern Daylight time to receive public comment on a Brownfield Redevelopment Plan to include therein the property located at 5749 28th Street SE in Cascade Charter Township, Michigan. This meeting will be held both in-person and virtually, via Zoom. If you choose to attend in-person, the meeting will be held at the Cascade Township Branch of Kent District Library-Wisner Center, 2870 Jacksmith Drive.

The following legal parcel is included in the "eligible property":

Parcel ID# 41-19-08-351-033

*411908351033 PART OF SW 1/4 COM AT SW COR OF SEC S 89D 38M 08S E ALONG S SEC LINE 264.0 FT TO E LINE OF CASCADE BELTLINE PLAT TH N 0D 50M 11S W ALONG SD E LINE 435.0 FT TO N LINE S 435 FT OF SW 1/4 TH S 89D 38M 08S E ALONG SD N LINE 173.44 FT TO BEG OF THIS DESC - TH N 0D 50M 11S W 360.0 FT TO N LINE OF S 795 FT OF SW 1/4 TH S 89D 38M 08S E ALONG SD N LINE 367.08 FT TH S 0D 46M 41S E 360.0 FT TO N LINE S 435 FT OF SW 1/4 TH N 89D 38M 08S W ALONG SD N LINE 366.71 FT TO BEG * SEC 8 T6N R10W 3.03 A. SPLIT ON 02/06/2007 FROM 41-19-08-351-030*

The subject property consists of one parcel, approximately 3.361 acres in size located in Cascade Charter Township, Kent County, Michigan (property). The property is undeveloped and is occupied by a large soil pile containing waste concrete and asphalt. A storm water retention pond servicing the surround property is also present. The redevelopment is to create a new dental office.

The Brownfield Plan, which includes a site map and legal description of the parcel, is available for public inspection at the Cascade Charter Township Clerk's Office located at 5920 Tahoe Drive SE, Grand Rapids, Michigan 49546-7192. All aspects of the plan are open for discussion at the public hearing.

THIS NOTICE is given by order of the Cascade Charter Township Board.

Susan Slater, Clerk
Cascade Charter Township

ATTACHMENT B

DEVELOPMENT AND/OR REIMBURSEMENT AGREEMENT



DEVELOPMENT AND REIMBURSEMENT AGREEMENT

THIS BROWNFIELD PLAN DEVELOPMENT AND REIMBURSEMENT AGREEMENT (the "Agreement"), is entered into on June 1, 2021, 2021 between the Cascade Charter Township Brownfield Redevelopment Authority, a Michigan public body corporate established pursuant to Act 381 of the Public Acts of 1996, as amended ("Act 381"), whose address is 5920 Tahoe Dr, Grand Rapids, MI 49546 (the "Authority") and Coco Properties, LLC ("Developer"), whose address is 8117 Ashwood Drive SE, Ada, MI 49301.

RECITALS

WHEREAS, the Authority and Cascade Charter Township (the "Township") have determined that brownfield redevelopment constitutes the performance of an essential public purpose which protects and promotes the public health, safety, and welfare; and

WHEREAS, the Township has established the Authority to encourage the redevelopment of contaminated, functionally obsolete and blighted property within the Township by providing financial and tax incentives, without which the redevelopment would not be economically feasible, and proposes to adopt a Brownfield Plan (the "Plan"), pursuant to the provisions of Act 381; and

WHEREAS, Act 381 permits the use of the real and personal property tax revenues generated from the increase in value (the "Increment") to brownfield sites resulting from their redevelopment to pay or reimburse the payment of costs of conducting Eligible Activities (these costs are referred to as "Eligible Costs") and, unless Developer is a liable party for the site contamination, permits the reimbursement to Developer of Eligible Costs it has incurred; and

WHEREAS, Developer owns property in Cascade Charter Township located at 5749 28th Street SE, Cascade Charter Township, MI (the "Property") and legally described on the attached Exhibit A; and

WHEREAS, the Property has been included in the Plan and qualifies as an "eligible property" under the terms of the Act; and

WHEREAS, Developer intends to redevelop the Property by investing approximately \$3.8 million to clean up the site and construct a new dental office as more fully escribed in the Plan, attached hereto; and

WHEREAS, the investments are expected to create full-time employment jobs at this location and will increase the property tax base within the Township (the "Project"); and

WHEREAS, the Project will require the Developer and Authority to incur Eligible Costs associated with certain Eligible Activities regarding the excavation, transportation and disposal of contaminated soil, environmental assessments, and project management of brownfield redevelopment activities which may require the services of various contractors, engineers, environmental consultants, attorneys and other professionals; the Eligible Costs will not exceed \$835,260; and

WHEREAS, the Cascade Township Brownfield Redevelopment Authority has applied for a Michigan Department of Environment, Great Lakes and Energy (EGLE) Brownfield Redevelopment Grant (\$453,577) and Loan (\$313,078) to assist in the cleanup and redevelopment of the site; and

WHEREAS, in order to secure the financial assistance from EGLE, the Township Board has resolved to accept the grant and loan and has pledged its revenue sharing as security for the loan; and

WHEREAS, the parties are entering into this Agreement to establish the procedure for the reimbursement from Tax Increment Revenues ("TIR") under Act 381 and the disbursement of funds from the EGLE Grant and Loan.

NOW THEREFORE, in consideration of the mutual covenants, conditions, and agreements set forth herein, the parties agree as follows:

1. **Recitals.** The above recitals are acknowledged as true and correct, and are incorporated by reference into this paragraph.

2. **The Plan.** The Plan, as it relates only to this Property, approved by the Authority and adopted by the Township Board is attached as Exhibit B and incorporated as part of this Agreement. To the extent provisions of the Plan, as it may be amended, or this Agreement conflict with Act 381, Act 381 controls.

3. **The Grant and Loan.** The Authority has accepted an EGLE Brownfield Redevelopment Grant in the amount of \$453,577 and Loan in the amount of \$313,078 dedicated to the benefit of the Project and subject to a Contract between the Authority and EGLE and implemented in accordance with an EGLE-approved Grant/Loan and Act 381 Work Plan.

4. **Term of Agreement.** Pursuant to the Plan, the Authority shall capture that amount of TIR generated from real and personal property taxes allowed by law on the Eligible Property, beginning in 2022 until the earlier of:

4.1 Full reimbursement of the Developer's Eligible Costs for those Eligible Activities set forth in Paragraph 7, which shall not exceed \$68,605 and when the Local Brownfield Revolving Fund (LBRF) capture is complete; or

4.2 30 years.

5. **Evidence of Ownership.** Prior to the execution of this Agreement, Developer shall provide to the Authority each of the following: (a) evidence satisfactory to the Authority that the Developer has acquired fee simple title to the Property, which evidence shall include (without limitation) a copy of a recorded deed to the Property in favor of the Developer; and (b) a copy of a commitment for owner's title insurance with respect to the Property (the "Commitment"), which Commitment shall show the Developer as record owner of the Property, shall reflect that all material conditions to the issuance of a policy thereunder have been satisfied, and shall otherwise be in form and substance satisfactory to the Authority.

6. **Grant and Loan Guarantees.** To secure the EGLE Loan, the Authority and the Township will require a Letter of Credit to the benefit of both the Township and the Authority. The Initial Letter of Credit amount will be \$313,078, the maximum loan amount. Upon completion of Eligible Loan Activities, the Letter of Credit amount may be adjusted to the actual costs incurred against the Loan. This and any subsequent adjustments to the Letter of Credit amount shall require approval by the Township Board, whose approval will not be unreasonably withheld. The Authority shall diligently make loan repayments. After annual loan payments are made, the Developer may request an adjustment in the amount of the Letter of Credit to equal that of the remaining loan principal and interest. Upon either full payment of the loan or

accumulation of sufficient TIR by the Authority to fully repay the loan, the developer may request termination of the Letter of Credit.

The provisions of Paragraph 6 shall remain in effect until the Authority has fully repaid the EGLE Loan which shall be no more than 15 years following implementation of the Loan.

In the event that EGLE requires reimbursement of money spent from the EGLE grant, whether because the Project is not completed, costs or activities were found to be ineligible, or any other reason, the Developer personally guarantees that it will reimburse EGLE and relieve the Township and the Authority of any such obligation. The Developer shall further deliver to the Township a personal guaranty from the Robinsons in a form approved by the Township, personally guaranteeing that the Robinsons will reimburse EGLE and relieve the Township and the Authority of any such obligation.

7. **Eligible Activities.** The Developer shall diligently pursue completion of the Eligible Activities in the Plan, Grant and Loan Work Plans, and/or Act 381 Work Plan(s) approved by EGLE. The Authority shall reimburse the Developer for Eligible Costs incurred prior to or after the date of the inclusion of this project in the Plan.

8. **Reimbursement Source.** During the term of this Agreement, the Authority shall reimburse the Developer for its Eligible Costs, as limited under this Agreement, from all applicable non-school and school (if approved) TIR collected from the real and personal property taxes on the Property, from EGLE Grant funds, and/or from EGLE Loan Funds as appropriate to the specific activity conducted in according with the Plan and this Agreement.

9. **Reimbursement Process.**

9.1 Grant and Loan Eligible Activities Reimbursement Request: On at least a quarterly basis for the duration of the grant / loan contract, the Developer shall submit a summary of costs incurred consistent with Grant or Loan Work Plans and/or Act 381 Work Plans. The request shall include the dates, complete description of the work sufficient to determine with the cost incurred were for Eligible Activities, proof of payment and detailed invoices for the costs involved for each Eligible Activity. The summary of costs shall be in the form reasonably designated by the Authority, consistent with the budget set forth in the Plan and signed/notarized by a duly authorized representative of the Developer. The Developer shall cooperate with the Authority and its consultants to prepare appropriate documentation for EGLE. Not less than on a quarterly basis, after Authority staff review and approval by EGLE, and only after receipt of funds from EGLE, shall the Authority disburse funds for approved costs from the grant and loan.

9.2 Tax Increment Finance Cost Reimbursement Request: Within one year after Developer has completed the Project (the point that an occupancy permit is issued), Developer will submit all reimbursement requests for Eligible Activities to the Authority to be paid for with TIR. The Developer will also provide sufficient documentation of the Eligible Costs incurred including the dates, complete description of the work sufficient to determine with the cost incurred were for Eligible Activities, proof of payment and detailed invoices for the costs involved for each Eligible Activity and a written statement certifying to the Authority that all such costs are "Eligible Costs". The summary of costs shall be in the form reasonably designated by the Authority, consistent with the budget set forth in the Plan and signed/notarized by a duly authorized representative of the Developer. Failure to provide the above noted information when due, or within the time permitted by the Authority, may result in foregone reimbursement, to the developer by

the Authority, for eligible costs that have not been requested within the timeframe described above.

9.3 Authority Staff Review: The Authority Staff shall review the request made in Paragraph 9.2 within sixty (60) days after receiving it. If Authority Staff determines that the documentation submitted by the Developer is not complete, then Developer shall cooperate in the Authority's review by providing, within thirty (30) days of the Authority's request, any additional documentation of the Eligible Costs as deemed reasonable and necessary by the Authority in order to complete its review. Within forty-five (45) days following the receipt of such supplemental information, the Authority shall determine whether the costs are eligible for reimbursement. If the Developer wishes to challenge that determination, it shall provide written notice to the Authority within fifteen (15) days of the determination, and the issue shall be brought to the Authority within forty-five (45) days thereafter for a final determination. The Developer shall not have any further appeal rights to challenge the final determination of the Authority and shall not be entitled to any claim or cause of action against the Township or the Authority as a result of any determinations made in good faith regarding whether or not any cost submitted by the Developer constitutes an "Eligible Cost," and hereby grants the Township and the Authority and their respective officers, agents and employees, a complete release and waiver of any claims or causes of action as a result of the foregoing.

9.4 Reimbursement: For costs submitted pursuant to Paragraph 9.2 and approved pursuant to Paragraph 9.3, the following process of reimbursement will be followed. After summer and winter taxes are captured and collected on the Property, the Authority shall biannually reimburse approved Eligible and Administrative Costs to the Developer from TIR generated from the Property in accordance with the Plan, to the extent that taxes have been captured and are available in that fiscal year, less any deductions per the Plan and this Agreement. The Authority shall receive one hundred percent (100%) of TIR until fully reimbursed for its cost of Eligible Activities, unless otherwise designated by the Authority. After the Authority is fully reimbursed for its costs, the Developer shall receive one hundred percent (100%) of TIR up to its cost of Eligible Activities. In the event that there is insufficient TIR available in any given year to reimburse all of the Developer's Eligible Costs, as described in Paragraph 7, then the Authority shall reimburse the Developer only from available TIR. Once the Authority is fully reimbursed for its Eligible Costs, the Developer shall receive the available TIR, less Administrative Costs, during the term of this Agreement, until all of the amounts for which submissions have been made have been fully paid to the Developer, or the repayment obligation in section 4.2 expires, whichever occurs first. The Developer shall not be entitled to receive any interest on amounts for which reimbursement is requested under this Agreement. The Developer shall not be entitled to reimbursement under this Agreement unless the Developer has timely and completely paid its real and personal property taxes including all penalties, interest and other amounts due in relation thereto when due. For purposes of this Agreement, to be timely paid, taxes must be paid before the date on which they can no longer be paid without penalties or interest. The Developer shall not be entitled to reimbursement under this Agreement if the Property falls out of substantial compliance with an approved site plan or any of the conditions of a site plan unless lack of substantial compliance is beyond the control of the Developer. The repayment obligation under this Agreement shall expire upon the earlier of the full payment by the Authority to the Developer of all amounts due the Developer from the TIR or thirty (30) years from the date of initiation of the Plan.

In the event there are insufficient funds available from TIR captured from the sources identified herein to fully reimburse the Developer for Eligible Costs at a particular time the Authority's repayment obligation shall carry forward to the next period in which funds

are available and repayment shall be made at that time. In the event sufficient captured taxes are not available during the repayment period to fully reimburse the Developer, repayment shall be made only to the extent captured TIR are received by the Authority. The Authority or the Township shall not be responsible for reimbursing any costs of Eligible Activities if TIRs through the duration of the Plan are insufficient to cover said costs.

9.5 Method of Reimbursement: The Authority will reimburse the Developer for Eligible Costs as follows:

Checks shall be payable to: Coco Properties, LLC

Delivered to the following address: 8117 Ashwood Drive
Ada, MI 49301
By certified mail.

10. Adjustments. The parties acknowledge that adjustments regarding the amount of TIR paid to the Developer may occur under any of the following circumstances:

10.1 Audit or Court Ruling: In the event that a state agency of competent jurisdiction conducting an audit of payments made to the Developer under this Agreement or a court of competent jurisdiction determines that any portion of the payments made to the Developer under this Agreement is unlawful, the Developer shall pay back to the Authority that portion of the payments made to the Developer within thirty (30) days of the determination made by a state agency or the court as the case may be. However, the Developer shall have the right, before any such repayment is made, to appeal on its or the Authority's behalf, any such determination made by a state agency or court as the case may be. If the Developer is unsuccessful in such an appeal, the Developer shall repay the portion of payments found to be unlawful to the Authority within thirty (30) days of the date when the final determination is made on the appeal. The Developer shall be responsible for payment of all of the Township's and Authority's legal costs and attorney fees associated with any determination of whether a cost for which reimbursement is requested constitutes an "Eligible Cost" and all of the Township's and Authority's legal costs and attorney fees associated with the review or determination of such issues by any state agency or court.

10.2 Property Tax Appeal: In the event the developer, or any other owner of real estate on the Property, files an appeal with the Michigan Tax Tribunal, related to the taxable value of the Property included in the Plan, the Authority shall do the following:

- a. The Authority will remit Tax Increment Financing Reimbursement payments based upon the lowest taxable value being sought pursuant to the appeal;
- b. Any Tax Increment Revenue that is collected but not remitted as a result of a tax appeal shall be held in a separate account of the Authority until the pending appeal is adjudicated;
- c. Once any tax appeals are adjudicated, the Authority will either return the escrowed funds to the Township in compliance with any tax appeal rulings, or will make payments pursuant to Section 9 of this agreement.

10.3 Reduction of Property Assessments: If the Authority:

- a. incurs Costs on behalf of the Developer with respect to the Project, Plan, Site or Application, and
- b. the Developer initiates, participates in or supports any proceeding or process which results in a reduction of the tax increment capture for the Project from that projected and along the same term as contained within the Plan, the Developer

shall indemnify and will fully reimburse the Authority within thirty (30) days of notification from the Authority as to the amount and the due date for all Costs as defined within the Plan, expenses or reduction in revenue from what was projected as the tax increment capture.

11. Responsibilities of Developer. In consideration of the inclusion of the Property into the Plan and the resulting financial benefits, which it expects to receive, Developer agrees to the following:

11.1 Project: The project involves new construction on the property to create an 8,519 square foot dental office, parking lot, landscaping, access drive and other related improvements to the property. The proposed redevelopment is anticipated to create additional full-time jobs. Private funds invested into the project are anticipated to be \$3.8 million.

Under no circumstances shall the Authority have any responsibility or liability for remediation or redevelopment of the Property, or for conducting any Eligible Activities at the Property, except for its obligations under this Agreement to administer the EGLE brownfield grant and loan and to provide funds to the extent available as permitted in Paragraph 9 hereof with respect to payments from TIR. All environmental activities and site improvements will comply with applicable federal, state and local laws, rules and regulations, including building and zoning codes. Subject to matters beyond the reasonable control of Developer (e.g., matters of force majeure, acts of God, labor and material interruption or delay, and receipt of necessary governmental approvals) construction shall be substantially completed to the point that a temporary occupancy permit may be issued within twelve (12) months of this Agreement.

11.2 Employment Opportunities. Make every reasonable effort to work with the Township and community employment agencies to hire County residents for new employment opportunities created by the Project, and to encourage the local contracting of construction and site related work.

11.3 Ordinances. Develop the Property, including landscaping and all other improvements required for the Project, in compliance with all local ordinances, site plan reviews and this Agreement. The redevelopment of the Property shall be subject to all zoning approvals. This Agreement does not obligate any governing municipality to grant any such approvals.

11.4 Project Sign. Place on the site during redevelopment a development sign approved by the Authority and as required by other supporting agencies to promote the Project and the Authority's and other agencies' participation in it.

11.5 Promotion and Marketing. Permit the Authority to cite or to use any renderings or photographs or other materials of the Project as an example of private/public partnership and brownfield site redevelopment.

11.6 Cooperation. Assist and cooperate with the Authority in providing information that the Authority may require in providing necessary reports to governmental or other agencies, including, but not limited to, information regarding the amount of Developer expenditures and capital investments, jobs created, and square footage developed or rehabilitated with respect to the Project.

11.7 Payment of Authority Legal and Professional Fees. To the extent the following costs and fees are not paid to the Authority from TIR, the Developer shall reimburse the

Authority for its legal and professional fees and disbursements incurred in connection with the review, approval and administration of the brownfield plan for this Project, including any further amendments thereto; the preparation and negotiation of this Agreement, as it may be amended from time to time; and all documents and matters related thereto, including future expenses. Developer shall reimburse the Authority for such expenses within thirty (30) days from the date that the Authority sends an invoice and request for payment to Developer, provided Developer shall be eligible for reimbursement for such expenses to the extent permitted by law from TIR.

11.8 **Transfer of Real Property.** In the event that the Developer transfers ownership of all or part of the Property prior to being reimbursed in full for approved costs of Eligible Activities under the Plan, the Plan may be further amended as it relates to reimbursement of incomplete activities or other Eligible Activities, on the parcel or parcels of real property that have been transferred. Amendments to the Plan shall be subject to the limitations and procedures governing amendments to Plans set forth in the Act 381. This Agreement shall be modified to reflect any such amendments to the Plan.

12. **Responsibilities of the Authority.** In consideration of the preceding commitments of Developer the Authority further agrees to the following:

12.1 **Agency Contacts.** Provide Developer with appropriate service/employment agency contacts for the identification of County residents to interview for potential employment;

12.2 **Cooperation.** Cooperate and use its best efforts to obtain any governmental approvals required to close the transaction contemplated by this Agreement.

13. **Developer's Representations, Warranties, and Covenants.** The Developer hereby makes the following representations, warranties and covenants:

13.1 **Eligible Property.** The Property is "eligible property" as defined in Act 381 and is eligible for the capture of TIR pursuant to Act 381.

13.2 **Eligible Costs.** The Developer will only submit for reimbursement such costs that it has reasonably determined are "Eligible Costs" for "Eligible Activities" within the meaning of Act 381.

13.3 **Due Authorization.** The representatives signing this Agreement are duly authorized by the Developer to enter into this Agreement.

14. **Events of Default.** Each of the following shall constitute an event of default:

14.1 Any representation or warranty made by the Developer in this Agreement proves to have been incorrect or incomplete in any material respect when made or deemed to be made.

14.2 The Developer fails to observe or perform any covenant or agreement contained in this Agreement.

14.3 The Developer abandons or withdraws from the redevelopment of the Property or indicates its intention to do so.

14.4 The Developer fails to pay any funds within thirty (30) days of the date due which are required to be paid to the Authority pursuant to this Agreement, including but not limited to its real and personal property taxes as set forth in Paragraph 9 hereof.

14.5 The Developer terminates its existence.

14.6 Any material provision of this Agreement shall cease to be valid and binding on the Developer or shall be declared null and void; the validity or enforceability of such provision shall be contested or denied by the Developer; or the Developer denies that it is bound by this Agreement.

15. Remedies upon Default. If any event of default as defined above shall occur and be continuing for thirty (30) days after written notice of default from the Authority, the Authority shall have the right, but not the obligation, to terminate this Agreement effective immediately and the Developer shall be responsible for all costs which the Authority has incurred in connection with the Property and this Development Agreement, and shall be responsible for all Eligible Costs, without contribution from TIR collected by the Authority from taxes levied on the Property.

16. Legislative Authorization. This Agreement is governed by and subject to the restrictions set forth in Act 381 and the Michigan General Property Tax Act, PA 206 of 1893, as amended. In the event that there is legislation enacted in the future which alters or affects the amount of TIR subject to capture, Eligible Properties, or Eligible Activities relating to the Plan, then the Developer's rights and the Authority's obligations under this Agreement may be eliminated or modified accordingly by written agreement of the parties.

17. Freedom of Information Act. Developer stipulates that all summary of costs and documentation submitted by Developer shall be open to the public under the Freedom of Information Act, Act No. 442 of the Public Acts of 1976, being Sections 15.23 to 15.24 of the Michigan Compiled Laws and no claim of trade secrets or other privilege or exception to the Freedom of Information Act will be claimed by Developer as it relates to this Agreement or summary of costs and supporting documentation.

18. Plan Modification. The Plan and this Agreement may be modified to the extent allowed under Act 381 by written mutual agreement of the parties.

19. Notices. All notices and other communications required or permitted under this Agreement shall be in writing and shall be deemed given when delivered personally, or one day after being sent by overnight courier, or three days after being mailed by registered mail, return receipt requested, to the following addresses (or any other address that is specified in writing by either party):

If to Developer: Coco Properties, LLC
Attn: Dr. Elizabeth Robinson
8117 Ashwood Drive SE
Ada, MI 49301

If to the Authority: Director
Cascade Charter Township Brownfield Redevelopment
Authority
5920 Tahoe Dr.
Grand Rapids, MI 49546

With copy to:

20. **Indemnification.** Developer shall defend, indemnify, and hold harmless the Authority, to also include the Township, and any of its past, present and future members, officials, employees, agents or representatives from all losses, demands, claims, judgments, suits, costs and expenses (including without limitation the costs and fees of attorneys or other consultants) arising from or related to the capture and use of TIR paid to Developer as a reimbursable payment under this Agreement, or made in excess of the amount of TIR the Authority is determined by the State or a court to be allowed by law to use for that reimbursement.

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

22. **Binding Effect/Third Parties.** This Agreement is binding on and shall inure to the benefit of the parties to this Agreement and their respective successors, but it may not be assigned by any party without the prior written consent of the other party. The parties do not intend to confer any benefits on any person, firm, corporation, or other entity that is not a party to this Agreement.

23. **Waiver.** No failure of either party to complain of any act or omission on the part of the other party, no matter how long this same may continue, is considered as a waiver by that party to any of its rights hereunder. No waiver by either party, expressed or implied, of any breach of any provision of this Agreement is considered a waiver or a consent to any subsequent breach of this same or other provision. Time is of the essence.

24. **Authorization.** Each of the parties represents and warrants to the other that this Agreement and its execution by the individual on its behalf are authorized by the board of directors or other governing body of that party.

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

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

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

27. **Definitions.**

"Brownfield Plan or Plans" is defined by Section 2(e) of Act 381;

"Eligible Activities" is defined by Section 2(o) of Act 381;

"Eligible Property or Properties" is defined by Section 2(p) Act 381;

"Tax Increment Revenues" is defined by Section 2(ss) of Act 381.

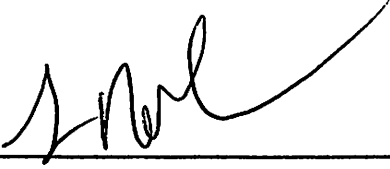
Witnesses:




**Cascade Charter Township Brownfield
Redevelopment Authority**

By Sandra Korhorn


Title DDA/Economic Development Director



CEO

Date _____

Coco Properties, LLC

By  _____

Title _____ COO _____

Date 5-25-21 _____

Exhibit A – Legal Descriptions

DRAFT

Exhibit B – Brownfield Redevelopment Plan

87192:00001:5493316-2



ATTACHMENT C
INTERLOCAL OR OTHER AGREEMENTS



ATTACHMENT D

BEA ACKNOWLEDGEMENT LETTER





GRETCHEN WHITMER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF
ENVIRONMENT, GREAT LAKES, AND ENERGY
GRAND RAPIDS DISTRICT OFFICE



LIESL EICHLER CLARK
DIRECTOR

March 17, 2020

**ACKNOWLEDGEMENT OF RECEIPT OF A BASELINE ENVIRONMENTAL
ASSESSMENT**

BEA ID: 41002027-BEA-1

Legal Entity: COCO Properties, LLC
Attention: Dr. Elizabeth Robinson
8117 Ashwood Drive, SE
Ada, Michigan 49301

Property Address: 5749 28th Street, SE
Grand Rapids, Michigan 49546

On February 26, 2020, the Michigan Department of Environment, Great Lakes, and Energy (EGLE), formerly known as the Michigan Department of Environmental Quality, received a Baseline Environmental Assessment (BEA) dated January 27, 2020, for the above legal entity and property. This letter is your acknowledgement that EGLE has received and recorded the BEA. EGLE maintains an administrative record of each BEA as received.

This BEA was submitted pursuant to Section 20126(1)(c) of Part 201, Environmental Remediation and/or Section 21323a(1)(b) of Part 213, Leaking Underground Storage Tanks, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended (NREPA). A BEA is submitted for the purpose of establishing an exemption to liability for a new owner or operator of property that has been demonstrated to be a facility or property as defined by Section 20101(1)(s) of Part 201, Environmental Remediation and/or property as defined by Section 21303(d) of Part 213, Leaking Underground Storage Tanks, of the NREPA. Pursuant to Sections 20126(1)(c) and 21323a(1)(b), the conditions of this exemption require the legal entity to disclose the BEA to a subsequent purchaser or transferee of the property.

The BEA is only for the legal entity and property identified in the BEA and on the BEA Submittal Form. Each new legal entity that becomes the owner or operator of this facility must submit their own BEA.

EGLE is not making any findings about the adequacy of the submittal or whether the submitter is liable or is eligible to submit. The submitted BEA does not alter liability with regard to a subsequent release, threat of release, or exacerbation of existing conditions that is the responsibility of the legal entity submitting the BEA. The legal entity, as the owner and/or operator of a facility or property, may have Due Care responsibilities under Section 20107a of Part 201, Environmental Remediation and/or Section 21304c of Part 213, Leaking Underground Storage Tanks, of the NREPA.

The legal entity may also have responsibility under applicable state and federal laws, including, but not limited to, Part 201, Environmental Remediation; Part 111, Hazardous Waste Management; Part 211, Underground Storage Tank Regulations; Part 213, Leaking Underground Storage Tanks; Part 615, Supervisor of Wells, of the NREPA; and the Michigan Fire Prevention Code, 1941 PA 207, as amended.

Pursuant to Section 20112a(6) of Part 201, Environmental Remediation, the property identified in the BEA will be placed on the inventory of facilities, which is updated daily and posted on EGLE's website: <https://secure1.state.mi.us/FacilitiesInventoryQueries>.

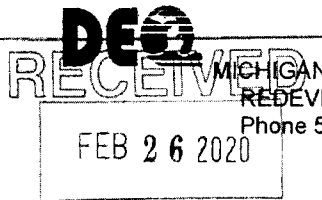
Authorized Signature:



David Bandlow
Assistant District Supervisor
Grand Rapids District Office
Remediation and Redevelopment Division
350 Ottawa Avenue, NW, Unit 10
Grand Rapids, Michigan 49503-2341
616-745-5337
BandlowD@michigan.gov

Enclosures

cc (by e-mail): Mr. David Stegink, Envirollogic Technologies, Inc.



FOR DEQ USE ONLY
BEA SUBMITTAL #
41002027-
BEA-1

Baseline Environmental Assessment Submittal Form

This form is a component of a Baseline Environmental Assessment (BEA), as defined by Part 201, Environmental Remediation and Part 213, Leaking Underground Storage Tanks, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended, for the purpose of establishing an exemption to liability pursuant to Section 20126(1)(c) and Section 21323a(1)(b) for a new owner or operator of property that is a facility as defined by Section 20101(1)(s) or Property as defined by Section 21303(d). The BEA report must be conducted either prior to or within 45 days after becoming the owner or operator, whichever is earliest. This form and the BEA report must be submitted prior to or within 6 months of becoming the owner or operator whichever is earliest. A separate BEA is required for each legal entity that is or will be a new owner or operator of the property. To maintain the exemption to liability, the owner and operator must also disclose the BEA to any subsequent purchaser or transferee before conveying interest in the property pursuant to Section 20126(1)(c) and Section 21323a(1)(b). An owner or operator of a facility or Property also has due care obligations under Section 20107a and Section 21304c with respect to any existing contamination to prevent unacceptable exposure; prevent exacerbation; take reasonable precautions; provide reasonable cooperation, assistance, and access to authorized persons taking response activities at the property; comply with land use restrictions associated with response activities; and not impede the effectiveness of response activities implemented at the property. Documentation of due care evaluations, all conducted response activities, and compliance with 7a or 4c need to be available to the MDEQ, but not submitted, within 8 months of becoming the owner or operator of a facility and/or Property.

Section A: Legal Entity Information

Name of legal entity that does or will own or operate the property: <u>COCO PROPERTIES, LLC</u>	Contact for BEA questions if different from submitter: Name & Title: <u>David A. Stegink - Manager of Redevelopment Services</u>
Address: <u>8117 Ashwood Dr. SE</u>	Company: <u>Envirologic Technologies, Inc.</u>
City: <u>Ada</u> State: <u>MI</u> ZIP: <u>49301</u>	Address: <u>2960 Interstate Parkway</u>
Contact Person (Name & Title): <u>Elizabeth Robinson - member</u>	City: <u>Kalamazoo</u> State: <u>MI</u> ZIP: <u>49048</u>
Telephone: _____	Telephone: <u>(269) 342-1100</u>
Email: <u>dr_bethrob@yahoo.com</u>	Email: <u>stegink@envirologic.com</u>

Section B: Property Information

Street Address of Property: <u>5749 28th Street Southeast</u>	County: <u>Kent</u>
City: <u>Grand Rapids</u> State: <u>MI</u> Zip: <u>49546</u>	City/Village/Township: <u>Cascade Township</u>
Property Tax ID (include all applicable IDs): <u>41-19-08-351-033</u>	Town: <u>6 N</u> Range: <u>10 W</u> Section <u>8</u>
Address according to tax records, if different than above (include all applicable addresses): _____	Quarter: <u>SW 1/4</u> Quarter-Quarter: <u>SW 1/4 of the SW 1/4</u>
City: _____ State: _____ Zip: _____	Decimal Degrees Latitude: <u>42.914748</u>
Status of submitter relative to the property (check all that apply):	Decimal Degrees Longitude: <u>-85.527384</u>
Owner Former <input type="checkbox"/> Current <input checked="" type="checkbox"/> Prospective <input type="checkbox"/>	Reference point for latitude and longitude: Center of site <input checked="" type="checkbox"/> Main/front door <input type="checkbox"/> Front gate/main entrance <input type="checkbox"/> Other <input type="checkbox"/>
Operator <input type="checkbox"/>	Collection method: Survey <input type="checkbox"/> GPS <input type="checkbox"/> Interpolation <input checked="" type="checkbox"/>

Section C: Source of contamination at the property (check all that are known to apply):

Facility regulated pursuant to Part 201, other source, or source unknown Part 201 Site ID, if known: _____	<input checked="" type="checkbox"/>
Property - Leaking Underground Storage Tank regulated pursuant to Part 213 Part 211/213 Facility ID, if known: _____	<input type="checkbox"/>
Oil or gas production and development regulated pursuant to Part 615 or 625	<input type="checkbox"/>
Licensed landfill regulated pursuant to Part 115	<input type="checkbox"/>
Licensed hazardous waste treatment, storage, or disposal facility regulated pursuant to Part 111	<input type="checkbox"/>

Section D: Applicable Dates (provide date for all that are relevant):

MM/DD/YYYY

Date All Appropriate Inquiry (AAI) Report or Phase I Environmental Assessment Report completed: 10/15/2019
 Date Baseline Environmental Assessment Report conducted: 01/27/2020
 Date submitter first became the owner: 01/24/2020
 Date submitter first became the operator:
 Date submitter first became the operator (if prior to ownership):
 Anticipated date of becoming the owner for prospective owners:
 Anticipated date of becoming the operator for prospective operators:
 If former owner or operator of this property, prior dates of being the owner or operator:

Section E: Check the appropriate response to each of the following questions:

	YES	NO
1. Is the property at which the BEA was conducted a "facility" as defined by Section 20101(1)(s) or a Property as defined by Section 21303(d)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Was the All Appropriate Inquiry (AAI) completed in accordance with Section 20101(1)(f) and or 21302(1)(b)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Was the BEA, including the sampling, conducted either prior to or within 45 days of the date of becoming the owner, operator, or of foreclosure, whichever is earliest?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. Is this BEA being submitted to the department within 6 months of the submitter first becoming the owner or operator, or foreclosing?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. Does the BEA provide sufficient rationale to demonstrate that the data is reliable and relevant to define conditions at the property at the time of purchase, occupancy, or foreclosure, even if the BEA relies on studies of data prepared by others or conducted for other purposes?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Does this BEA contain the legal description of the property addressed by the BEA?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7. Does this BEA contain the environmental analytical results, a scaled map showing the sample locations, and the basis for the determination that the property is a facility as defined by Section 20101(1)(s) or the basis for the determination that the property is a Property as defined by Section 21303(d)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Section F: Environmental Consultant Signature:

I certify to the best of my knowledge and belief, that this BEA and all related materials are true, accurate, and complete. I certify that the property is a facility as defined by Section 20101(1)(s) or a Property as defined by Section 21303(d) and have provided the sampling and analyses that support that determination. I certify that any exceptions to, or deletions from, the All Appropriate Inquiry Rule are described in Section 1 of the BEA report.

Signature: David A. Stegink Date: 2/24/20

Printed Name: David A. Stegink

Company: Envirologic Technologies, Inc.

Mailing Address: 2960 Interstate Parkway City: Kalamazoo State: MI Zip: 49048

Telephone: (269) 342-1100 E-Mail: stegink@envirologic.com

Section G: Legal Entity Signature:

With my signature below, I certify that to the best of my knowledge and belief, this BEA and all related materials are true, accurate, and complete.

Signature: Elizabeth Robinson Date: 2-18-20

(Person legally authorized to bind the legal entity)

Printed Name: Elizabeth Robinson

Title and Relationship of signatory to submitter: Member

Address: 8117 Ashwood Dr. SE City: Ada State: MI Zip: 49301

Telephone: 616-550-9721 E-Mail: dr_bethrob@yahoo.com

Submit the BEA report and this form to the MDEQ District Office for the county in which the property is located. An office map is located at www.michigan.gov/deqrrd.



GRETCHEN WHITMER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF
ENVIRONMENT, GREAT LAKES, AND ENERGY
GRAND RAPIDS DISTRICT OFFICE



LIESL EICHLER CLARK
DIRECTOR

March 17, 2020

**ACKNOWLEDGEMENT OF RECEIPT OF A BASELINE ENVIRONMENTAL
ASSESSMENT**

BEA ID: 41002027-BEA-2

Legal Entity: Scott and Beth Robinson DDS, PC
Attention: Dr. Elizabeth Robinson
8117 Ashwood Drive, SE
Ada, Michigan 49301

Property Address: 5749 28th Street, SE
Grand Rapids, Michigan 49546

On February 26, 2020, the Michigan Department of Environment, Great Lakes, and Energy (EGLE), formerly known as the Michigan Department of Environmental Quality, received a Baseline Environmental Assessment (BEA) dated January 27, 2020, for the above legal entity and property. This letter is your acknowledgement that EGLE has received and recorded the BEA. EGLE maintains an administrative record of each BEA as received.

This BEA was submitted pursuant to Section 20126(1)(c) of Part 201, Environmental Remediation and/or Section 21323a(1)(b) of Part 213, Leaking Underground Storage Tanks, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended (NREPA). A BEA is submitted for the purpose of establishing an exemption to liability for a new owner or operator of property that has been demonstrated to be a facility or property as defined by Section 20101(1)(s) of Part 201, Environmental Remediation and/or property as defined by Section 21303(d) of Part 213, Leaking Underground Storage Tanks, of the NREPA. Pursuant to Sections 20126(1)(c) and 21323a(1)(b), the conditions of this exemption require the legal entity to disclose the BEA to a subsequent purchaser or transferee of the property.

The BEA is only for the legal entity and property identified in the BEA and on the BEA Submittal Form. Each new legal entity that becomes the owner or operator of this facility must submit their own BEA.

EGLE is not making any findings about the adequacy of the submittal or whether the submitter is liable or is eligible to submit. The submitted BEA does not alter liability with regard to a subsequent release, threat of release, or exacerbation of existing conditions that is the responsibility of the legal entity submitting the BEA. The legal entity, as the owner and/or operator of a facility or property, may have Due Care responsibilities under Section 20107a of Part 201, Environmental Remediation and/or Section 21304c of Part 213, Leaking Underground Storage Tanks, of the NREPA.

The legal entity may also have responsibility under applicable state and federal laws, including, but not limited to, Part 201, Environmental Remediation; Part 111, Hazardous Waste Management; Part 211, Underground Storage Tank Regulations; Part 213, Leaking Underground Storage Tanks; Part 615, Supervisor of Wells, of the NREPA; and the Michigan Fire Prevention Code, 1941 PA 207, as amended.

Pursuant to Section 20112a(6) of Part 201, Environmental Remediation, the property identified in the BEA will be placed on the inventory of facilities, which is updated daily and posted on EGLE's website: <https://secure1.state.mi.us/FacilitiesInventoryQueries>.

Authorized Signature:

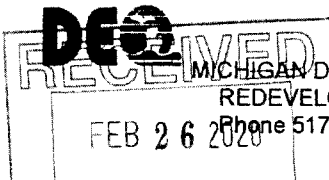
A handwritten signature in black ink, appearing to read "David Bandlow", is written over a horizontal line.

David Bandlow

Assistant District Supervisor
Grand Rapids District Office
Remediation and Redevelopment Division
350 Ottawa Avenue, NW, Unit 10
Grand Rapids, Michigan 49503-2341
616-745-5337
BandlowD@michigan.gov

Enclosures

cc (by e-mail): Mr. David Stegink, Envirollogic Technologies, Inc.



MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY - REMEDIATION AND REDEVELOPMENT DIVISION, PO BOX 30426, LANSING, MICHIGAN 48909-7926, Phone 517-373-9837, Fax 517-373-2637

FOR DEQ USE ONLY
BEA SUBMITTAL #
41002027-
BEA-2

Baseline Environmental Assessment Submittal Form

This form is for submittal of a Baseline Environmental Assessment (BEA), as defined by Part 201, Environmental Remediation and Part 213, Leaking Underground Storage Tanks, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended, for the purpose of establishing an exemption to liability pursuant to Section 20126(1)(c) and Section 21323a(1)(b) for a new owner or operator of property that is a facility as defined by Section 20101(1)(s) or Property as defined by Section 21303(d). The BEA report must be conducted either prior to or within 45 days after becoming the owner or operator, whichever is earliest. This form and the BEA report must be submitted prior to or within 6 months of becoming the owner or operator whichever is earliest. A separate BEA is required for each legal entity that is or will be a new owner or operator of the property. To maintain the exemption to liability, the owner and operator must also disclose the BEA to any subsequent purchaser or transferee before conveying interest in the property pursuant to Section 20126(1)(c) and Section 21323a(1)(b). An owner or operator of a facility or Property also has due care obligations under Section 20107a and Section 21304c with respect to any existing contamination to prevent unacceptable exposure; prevent exacerbation; take reasonable precautions; provide reasonable cooperation, assistance, and access to authorized persons taking response activities at the property; comply with land use restrictions associated with response activities; and not impede the effectiveness of response activities implemented at the property. Documentation of due care evaluations, all conducted response activities, and compliance with 7a or 4c need to be available to the MDEQ, but not submitted, within 8 months of becoming the owner or operator of a facility and/or Property.

Section A: Legal Entity Information

Name of legal entity that does or will own or operate the property: <u>Scott and Beth Robinson DDS, PC</u> Address: <u>8117 Ashwood Dr. SE</u> City: <u>Ada</u> State: <u>MI</u> ZIP: <u>49301</u> Contact Person (Name & Title): _____ <u>Elizabeth Robinson</u> Telephone: _____ Email: <u>dr_bethrob@yahoo.com</u>	Contact for BEA questions if different from submitter: Name & Title: _____ <u>David A. Stegink - Manager of Redevelopment Services</u> Company: <u>Envirologic Technologies, Inc.</u> Address: <u>2960 Interstate Parkway</u> City: <u>Kalamazoo</u> State: <u>MI</u> ZIP: <u>49048</u> Telephone: <u>(269) 342-1100</u> Email: <u>stegink@envirologic.com</u>
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Section B: Property Information

Street Address of Property: <u>5749 28th Street Southeast</u> City: <u>Grand Rapids</u> State: <u>MI</u> Zip: <u>49546</u> Property Tax ID (include all applicable IDs): <u>41-19-08-351-033</u> Address according to tax records, if different than above (include all applicable addresses): _____ City: _____ State: _____ Zip: _____ Status of submitter relative to the property (check all that apply): <table style="width:100%; border:none;"> <tr> <td></td> <td style="text-align:center">Former</td> <td style="text-align:center">Current</td> <td style="text-align:center">Prospective</td> </tr> <tr> <td>Owner</td> <td style="text-align:center"><input type="checkbox"/></td> <td style="text-align:center"><input type="checkbox"/></td> <td style="text-align:center"><input type="checkbox"/></td> </tr> <tr> <td>Operator</td> <td style="text-align:center"><input type="checkbox"/></td> <td style="text-align:center"><input checked="" type="checkbox"/></td> <td style="text-align:center"><input type="checkbox"/></td> </tr> </table>		Former	Current	Prospective	Owner	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Operator	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	County: <u>Kent</u> City/Village/Township: <u>Cascade Township</u> Town: <u>6 N</u> Range: <u>10 W</u> Section <u>8</u> Quarter: <u>SW 1/4</u> Quarter-Quarter: <u>SW 1/4 of the SW 1/4</u> Decimal Degrees Latitude: <u>42.914748</u> Decimal Degrees Longitude: <u>-85.527384</u> Reference point for latitude and longitude: Center of site <input checked="" type="checkbox"/> Main/front door <input type="checkbox"/> Front gate/main entrance <input type="checkbox"/> Other <input type="checkbox"/> Collection method: Survey <input type="checkbox"/> GPS <input type="checkbox"/> Interpolation <input checked="" type="checkbox"/>
	Former	Current	Prospective										
Owner	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>										
Operator	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>										

Section C: Source of contamination at the property (check all that are known to apply):

Facility regulated pursuant to Part 201, other source, or source unknown	<input checked="" type="checkbox"/>
Part 201 Site ID, if known: _____	
Property - Leaking Underground Storage Tank regulated pursuant to Part 213	<input type="checkbox"/>
Part 211/213 Facility ID, if known: _____	
Oil or gas production and development regulated pursuant to Part 615 or 625	<input type="checkbox"/>
Licensed landfill regulated pursuant to Part 115	<input type="checkbox"/>
Licensed hazardous waste treatment, storage, or disposal facility regulated pursuant to Part 111	<input type="checkbox"/>

Section D: Applicable Dates (provide date for all that are relevant):

MM/DD/YYYY

Date All Appropriate Inquiry (AAI) Report or Phase I Environmental Assessment Report completed:	10/15/2019
Date Baseline Environmental Assessment Report conducted:	01/27/2020
Date submitter first became the owner:	
Date submitter first became the operator:	01/24/2020
Date submitter first became the operator (if prior to ownership):	
Anticipated date of becoming the owner for prospective owners:	
Anticipated date of becoming the operator for prospective operators:	
If former owner or operator of this property, prior dates of being the owner or operator:	

Section E: Check the appropriate response to each of the following questions:

YES NO

1. Is the property at which the BEA was conducted a "facility" as defined by Section 20101(1)(s) or a Property as defined by Section 21303(d)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Was the All Appropriate Inquiry (AAI) completed in accordance with Section 20101(1)(f) and or 21302(1)(b)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Was the BEA, including the sampling, conducted either prior to or within 45 days of the date of becoming the owner, operator, or of foreclosure, whichever is earliest?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. Is this BEA being submitted to the department within 6 months of the submitter first becoming the owner or operator, or foreclosing?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. Does the BEA provide sufficient rationale to demonstrate that the data is reliable and relevant to define conditions at the property at the time of purchase, occupancy, or foreclosure, even if the BEA relies on studies of data prepared by others or conducted for other purposes?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Does this BEA contain the legal description of the property addressed by the BEA?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7. Does this BEA contain the environmental analytical results, a scaled map showing the sample locations, and the basis for the determination that the property is a facility as defined by Section 20101(1)(s) or the basis for the determination that the property is a Property as defined by Section 21303(d)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Section F: Environmental Consultant Signature:

I certify to the best of my knowledge and belief, that this BEA and all related materials are true, accurate, and complete. I certify that the property is a facility as defined by Section 20101(1)(s) or a Property as defined by Section 21303(d) and have provided the sampling and analyses that support that determination. I certify that any exceptions to, or deletions from, the All Appropriate Inquiry Rule are described in Section 1 of the BEA report.

Signature: David A. Stegink Date: 2/24/20

Printed Name: David A. Stegink

Company: Envirologic Technologies, Inc.

Mailing Address: 2960 Interstate Parkway City: Kalamazoo State: MI Zip: 49048

Telephone: (269) 342-1100 E-Mail: stegink@envirologic.com

Section G: Legal Entity Signature:

With my signature below, I certify that to the best of my knowledge and belief, this BEA and all related materials are true, accurate, and complete.

Signature: Elizabeth Robinson Date: 2-18-20

(Person legally authorized to bind the legal entity)

Printed Name: Elizabeth Robinson

Title and Relationship of signatory to submitter: PARTNER

Address: 8117 Ashwood Dr. SE City: Ada State: MI Zip: 49301

Telephone: (616) 550-9721 E-Mail: dr_bethrob@yahoo.com

Submit the BEA report and this form to the MDEQ District Office for the county in which the property is located. An office map is located at www.michigan.gov/deqrrd.

ATTACHMENT B

DEVELOPMENT AND/OR REIMBURSEMENT AGREEMENT



DEVELOPMENT AND REIMBURSEMENT AGREEMENT

THIS BROWNFIELD PLAN DEVELOPMENT AND REIMBURSEMENT AGREEMENT (the "Agreement"), is entered into on June 1, 2021, 2021 between the Cascade Charter Township Brownfield Redevelopment Authority, a Michigan public body corporate established pursuant to Act 381 of the Public Acts of 1996, as amended ("Act 381"), whose address is 5920 Tahoe Dr, Grand Rapids, MI 49546 (the "Authority") and Coco Properties, LLC ("Developer"), whose address is 8117 Ashwood Drive SE, Ada, MI 49301.

RECITALS

WHEREAS, the Authority and Cascade Charter Township (the "Township") have determined that brownfield redevelopment constitutes the performance of an essential public purpose which protects and promotes the public health, safety, and welfare; and

WHEREAS, the Township has established the Authority to encourage the redevelopment of contaminated, functionally obsolete and blighted property within the Township by providing financial and tax incentives, without which the redevelopment would not be economically feasible, and proposes to adopt a Brownfield Plan (the "Plan"), pursuant to the provisions of Act 381; and

WHEREAS, Act 381 permits the use of the real and personal property tax revenues generated from the increase in value (the "Increment") to brownfield sites resulting from their redevelopment to pay or reimburse the payment of costs of conducting Eligible Activities (these costs are referred to as "Eligible Costs") and, unless Developer is a liable party for the site contamination, permits the reimbursement to Developer of Eligible Costs it has incurred; and

WHEREAS, Developer owns property in Cascade Charter Township located at 5749 28th Street SE, Cascade Charter Township, MI (the "Property") and legally described on the attached Exhibit A; and

WHEREAS, the Property has been included in the Plan and qualifies as an "eligible property" under the terms of the Act; and

WHEREAS, Developer intends to redevelop the Property by investing approximately \$3.8 million to clean up the site and construct a new dental office as more fully escribed in the Plan, attached hereto; and

WHEREAS, the investments are expected to create full-time employment jobs at this location and will increase the property tax base within the Township (the "Project"); and

WHEREAS, the Project will require the Developer and Authority to incur Eligible Costs associated with certain Eligible Activities regarding the excavation, transportation and disposal of contaminated soil, environmental assessments, and project management of brownfield redevelopment activities which may require the services of various contractors, engineers, environmental consultants, attorneys and other professionals; the Eligible Costs will not exceed \$835,260; and

WHEREAS, the Cascade Township Brownfield Redevelopment Authority has applied for a Michigan Department of Environment, Great Lakes and Energy (EGLE) Brownfield Redevelopment Grant (\$453,577) and Loan (\$313,078) to assist in the cleanup and redevelopment of the site; and

WHEREAS, in order to secure the financial assistance from EGLE, the Township Board has resolved to accept the grant and loan and has pledged its revenue sharing as security for the loan; and

WHEREAS, the parties are entering into this Agreement to establish the procedure for the reimbursement from Tax Increment Revenues ("TIR") under Act 381 and the disbursement of funds from the EGLE Grant and Loan.

NOW THEREFORE, in consideration of the mutual covenants, conditions, and agreements set forth herein, the parties agree as follows:

1. **Recitals.** The above recitals are acknowledged as true and correct, and are incorporated by reference into this paragraph.

2. **The Plan.** The Plan, as it relates only to this Property, approved by the Authority and adopted by the Township Board is attached as Exhibit B and incorporated as part of this Agreement. To the extent provisions of the Plan, as it may be amended, or this Agreement conflict with Act 381, Act 381 controls.

3. **The Grant and Loan.** The Authority has accepted an EGLE Brownfield Redevelopment Grant in the amount of \$453,577 and Loan in the amount of \$313,078 dedicated to the benefit of the Project and subject to a Contract between the Authority and EGLE and implemented in accordance with an EGLE-approved Grant/Loan and Act 381 Work Plan.

4. **Term of Agreement.** Pursuant to the Plan, the Authority shall capture that amount of TIR generated from real and personal property taxes allowed by law on the Eligible Property, beginning in 2022 until the earlier of:

4.1 Full reimbursement of the Developer's Eligible Costs for those Eligible Activities set forth in Paragraph 7, which shall not exceed \$68,605 and when the Local Brownfield Revolving Fund (LBRF) capture is complete; or

4.2 30 years.

5. **Evidence of Ownership.** Prior to the execution of this Agreement, Developer shall provide to the Authority each of the following: (a) evidence satisfactory to the Authority that the Developer has acquired fee simple title to the Property, which evidence shall include (without limitation) a copy of a recorded deed to the Property in favor of the Developer; and (b) a copy of a commitment for owner's title insurance with respect to the Property (the "Commitment"), which Commitment shall show the Developer as record owner of the Property, shall reflect that all material conditions to the issuance of a policy thereunder have been satisfied, and shall otherwise be in form and substance satisfactory to the Authority.

6. **Grant and Loan Guarantees.** To secure the EGLE Loan, the Authority and the Township will require a Letter of Credit to the benefit of both the Township and the Authority. The Initial Letter of Credit amount will be \$313,078, the maximum loan amount. Upon completion of Eligible Loan Activities, the Letter of Credit amount may be adjusted to the actual costs incurred against the Loan. This and any subsequent adjustments to the Letter of Credit amount shall require approval by the Township Board, whose approval will not be unreasonably withheld. The Authority shall diligently make loan repayments. After annual loan payments are made, the Developer may request an adjustment in the amount of the Letter of Credit to equal that of the remaining loan principal and interest. Upon either full payment of the loan or

accumulation of sufficient TIR by the Authority to fully repay the loan, the developer may request termination of the Letter of Credit.

The provisions of Paragraph 6 shall remain in effect until the Authority has fully repaid the EGLE Loan which shall be no more than 15 years following implementation of the Loan.

In the event that EGLE requires reimbursement of money spent from the EGLE grant, whether because the Project is not completed, costs or activities were found to be ineligible, or any other reason, the Developer personally guarantees that it will reimburse EGLE and relieve the Township and the Authority of any such obligation. The Developer shall further deliver to the Township a personal guaranty from the Robinsons in a form approved by the Township, personally guaranteeing that the Robinsons will reimburse EGLE and relieve the Township and the Authority of any such obligation.

7. **Eligible Activities.** The Developer shall diligently pursue completion of the Eligible Activities in the Plan, Grant and Loan Work Plans, and/or Act 381 Work Plan(s) approved by EGLE. The Authority shall reimburse the Developer for Eligible Costs incurred prior to or after the date of the inclusion of this project in the Plan.

8. **Reimbursement Source.** During the term of this Agreement, the Authority shall reimburse the Developer for its Eligible Costs, as limited under this Agreement, from all applicable non-school and school (if approved) TIR collected from the real and personal property taxes on the Property, from EGLE Grant funds, and/or from EGLE Loan Funds as appropriate to the specific activity conducted in according with the Plan and this Agreement.

9. **Reimbursement Process.**

9.1 **Grant and Loan Eligible Activities Reimbursement Request:** On at least a quarterly basis for the duration of the grant / loan contract, the Developer shall submit a summary of costs incurred consistent with Grant or Loan Work Plans and/or Act 381 Work Plans. The request shall include the dates, complete description of the work sufficient to determine with the cost incurred were for Eligible Activities, proof of payment and detailed invoices for the costs involved for each Eligible Activity. The summary of costs shall be in the form reasonably designated by the Authority, consistent with the budget set forth in the Plan and signed/notarized by a duly authorized representative of the Developer. The Developer shall cooperate with the Authority and its consultants to prepare appropriate documentation for EGLE. Not less than on a quarterly basis, after Authority staff review and approval by EGLE, and only after receipt of funds from EGLE, shall the Authority disburse funds for approved costs from the grant and loan.

9.2 **Tax Increment Finance Cost Reimbursement Request:** Within one year after Developer has completed the Project (the point that an occupancy permit is issued), Developer will submit all reimbursement requests for Eligible Activities to the Authority to be paid for with TIR. The Developer will also provide sufficient documentation of the Eligible Costs incurred including the dates, complete description of the work sufficient to determine with the cost incurred were for Eligible Activities, proof of payment and detailed invoices for the costs involved for each Eligible Activity and a written statement certifying to the Authority that all such costs are "Eligible Costs". The summary of costs shall be in the form reasonably designated by the Authority, consistent with the budget set forth in the Plan and signed/notarized by a duly authorized representative of the Developer. Failure to provide the above noted information when due, or within the time permitted by the Authority, may result in foregone reimbursement, to the developer by

the Authority, for eligible costs that have not been requested within the timeframe described above.

9.3 Authority Staff Review: The Authority Staff shall review the request made in Paragraph 9.2 within sixty (60) days after receiving it. If Authority Staff determines that the documentation submitted by the Developer is not complete, then Developer shall cooperate in the Authority's review by providing, within thirty (30) days of the Authority's request, any additional documentation of the Eligible Costs as deemed reasonable and necessary by the Authority in order to complete its review. Within forty-five (45) days following the receipt of such supplemental information, the Authority shall determine whether the costs are eligible for reimbursement. If the Developer wishes to challenge that determination, it shall provide written notice to the Authority within fifteen (15) days of the determination, and the issue shall be brought to the Authority within forty-five (45) days thereafter for a final determination. The Developer shall not have any further appeal rights to challenge the final determination of the Authority and shall not be entitled to any claim or cause of action against the Township or the Authority as a result of any determinations made in good faith regarding whether or not any cost submitted by the Developer constitutes an "Eligible Cost," and hereby grants the Township and the Authority and their respective officers, agents and employees, a complete release and waiver of any claims or causes of action as a result of the foregoing.

9.4 Reimbursement: For costs submitted pursuant to Paragraph 9.2 and approved pursuant to Paragraph 9.3, the following process of reimbursement will be followed. After summer and winter taxes are captured and collected on the Property, the Authority shall biannually reimburse approved Eligible and Administrative Costs to the Developer from TIR generated from the Property in accordance with the Plan, to the extent that taxes have been captured and are available in that fiscal year, less any deductions per the Plan and this Agreement. The Authority shall receive one hundred percent (100%) of TIR until fully reimbursed for its cost of Eligible Activities, unless otherwise designated by the Authority. After the Authority is fully reimbursed for its costs, the Developer shall receive one hundred percent (100%) of TIR up to its cost of Eligible Activities. In the event that there is insufficient TIR available in any given year to reimburse all of the Developer's Eligible Costs, as described in Paragraph 7, then the Authority shall reimburse the Developer only from available TIR. Once the Authority is fully reimbursed for its Eligible Costs, the Developer shall receive the available TIR, less Administrative Costs, during the term of this Agreement, until all of the amounts for which submissions have been made have been fully paid to the Developer, or the repayment obligation in section 4.2 expires, whichever occurs first. The Developer shall not be entitled to receive any interest on amounts for which reimbursement is requested under this Agreement. The Developer shall not be entitled to reimbursement under this Agreement unless the Developer has timely and completely paid its real and personal property taxes including all penalties, interest and other amounts due in relation thereto when due. For purposes of this Agreement, to be timely paid, taxes must be paid before the date on which they can no longer be paid without penalties or interest. The Developer shall not be entitled to reimbursement under this Agreement if the Property falls out of substantial compliance with an approved site plan or any of the conditions of a site plan unless lack of substantial compliance is beyond the control of the Developer. The repayment obligation under this Agreement shall expire upon the earlier of the full payment by the Authority to the Developer of all amounts due the Developer from the TIR or thirty (30) years from the date of initiation of the Plan.

In the event there are insufficient funds available from TIR captured from the sources identified herein to fully reimburse the Developer for Eligible Costs at a particular time the Authority's repayment obligation shall carry forward to the next period in which funds

are available and repayment shall be made at that time. In the event sufficient captured taxes are not available during the repayment period to fully reimburse the Developer, repayment shall be made only to the extent captured TIR are received by the Authority. The Authority or the Township shall not be responsible for reimbursing any costs of Eligible Activities if TIRs through the duration of the Plan are insufficient to cover said costs.

9.5 Method of Reimbursement: The Authority will reimburse the Developer for Eligible Costs as follows:

Checks shall be payable to: Coco Properties, LLC

Delivered to the following address: 8117 Ashwood Drive
Ada, MI 49301
By certified mail.

10. Adjustments. The parties acknowledge that adjustments regarding the amount of TIR paid to the Developer may occur under any of the following circumstances:

10.1 Audit or Court Ruling: In the event that a state agency of competent jurisdiction conducting an audit of payments made to the Developer under this Agreement or a court of competent jurisdiction determines that any portion of the payments made to the Developer under this Agreement is unlawful, the Developer shall pay back to the Authority that portion of the payments made to the Developer within thirty (30) days of the determination made by a state agency or the court as the case may be. However, the Developer shall have the right, before any such repayment is made, to appeal on its or the Authority's behalf, any such determination made by a state agency or court as the case may be. If the Developer is unsuccessful in such an appeal, the Developer shall repay the portion of payments found to be unlawful to the Authority within thirty (30) days of the date when the final determination is made on the appeal. The Developer shall be responsible for payment of all of the Township's and Authority's legal costs and attorney fees associated with any determination of whether a cost for which reimbursement is requested constitutes an "Eligible Cost" and all of the Township's and Authority's legal costs and attorney fees associated with the review or determination of such issues by any state agency or court.

10.2 Property Tax Appeal: In the event the developer, or any other owner of real estate on the Property, files an appeal with the Michigan Tax Tribunal, related to the taxable value of the Property included in the Plan, the Authority shall do the following:

- a. The Authority will remit Tax Increment Financing Reimbursement payments based upon the lowest taxable value being sought pursuant to the appeal;
- b. Any Tax Increment Revenue that is collected but not remitted as a result of a tax appeal shall be held in a separate account of the Authority until the pending appeal is adjudicated;
- c. Once any tax appeals are adjudicated, the Authority will either return the escrowed funds to the Township in compliance with any tax appeal rulings, or will make payments pursuant to Section 9 of this agreement.

10.3 Reduction of Property Assessments: If the Authority:

- a. incurs Costs on behalf of the Developer with respect to the Project, Plan, Site or Application, and
- b. the Developer initiates, participates in or supports any proceeding or process which results in a reduction of the tax increment capture for the Project from that projected and along the same term as contained within the Plan, the Developer

shall indemnify and will fully reimburse the Authority within thirty (30) days of notification from the Authority as to the amount and the due date for all Costs as defined within the Plan, expenses or reduction in revenue from what was projected as the tax increment capture.

11. Responsibilities of Developer. In consideration of the inclusion of the Property into the Plan and the resulting financial benefits, which it expects to receive, Developer agrees to the following:

11.1 Project: The project involves new construction on the property to create an 8,519 square foot dental office, parking lot, landscaping, access drive and other related improvements to the property. The proposed redevelopment is anticipated to create additional full-time jobs. Private funds invested into the project are anticipated to be \$3.8 million.

Under no circumstances shall the Authority have any responsibility or liability for remediation or redevelopment of the Property, or for conducting any Eligible Activities at the Property, except for its obligations under this Agreement to administer the EGLE brownfield grant and loan and to provide funds to the extent available as permitted in Paragraph 9 hereof with respect to payments from TIR. All environmental activities and site improvements will comply with applicable federal, state and local laws, rules and regulations, including building and zoning codes. Subject to matters beyond the reasonable control of Developer (e.g., matters of force majeure, acts of God, labor and material interruption or delay, and receipt of necessary governmental approvals) construction shall be substantially completed to the point that a temporary occupancy permit may be issued within twelve (12) months of this Agreement.

11.2 Employment Opportunities. Make every reasonable effort to work with the Township and community employment agencies to hire County residents for new employment opportunities created by the Project, and to encourage the local contracting of construction and site related work.

11.3 Ordinances. Develop the Property, including landscaping and all other improvements required for the Project, in compliance with all local ordinances, site plan reviews and this Agreement. The redevelopment of the Property shall be subject to all zoning approvals. This Agreement does not obligate any governing municipality to grant any such approvals.

11.4 Project Sign. Place on the site during redevelopment a development sign approved by the Authority and as required by other supporting agencies to promote the Project and the Authority's and other agencies' participation in it.

11.5 Promotion and Marketing. Permit the Authority to cite or to use any renderings or photographs or other materials of the Project as an example of private/public partnership and brownfield site redevelopment.

11.6 Cooperation. Assist and cooperate with the Authority in providing information that the Authority may require in providing necessary reports to governmental or other agencies, including, but not limited to, information regarding the amount of Developer expenditures and capital investments, jobs created, and square footage developed or rehabilitated with respect to the Project.

11.7 Payment of Authority Legal and Professional Fees. To the extent the following costs and fees are not paid to the Authority from TIR, the Developer shall reimburse the

Authority for its legal and professional fees and disbursements incurred in connection with the review, approval and administration of the brownfield plan for this Project, including any further amendments thereto; the preparation and negotiation of this Agreement, as it may be amended from time to time; and all documents and matters related thereto, including future expenses. Developer shall reimburse the Authority for such expenses within thirty (30) days from the date that the Authority sends an invoice and request for payment to Developer, provided Developer shall be eligible for reimbursement for such expenses to the extent permitted by law from TIR.

11.8 **Transfer of Real Property.** In the event that the Developer transfers ownership of all or part of the Property prior to being reimbursed in full for approved costs of Eligible Activities under the Plan, the Plan may be further amended as it relates to reimbursement of incomplete activities or other Eligible Activities, on the parcel or parcels of real property that have been transferred. Amendments to the Plan shall be subject to the limitations and procedures governing amendments to Plans set forth in the Act 381. This Agreement shall be modified to reflect any such amendments to the Plan.

12. **Responsibilities of the Authority.** In consideration of the preceding commitments of Developer the Authority further agrees to the following:

12.1 **Agency Contacts.** Provide Developer with appropriate service/employment agency contacts for the identification of County residents to interview for potential employment;

12.2 **Cooperation.** Cooperate and use its best efforts to obtain any governmental approvals required to close the transaction contemplated by this Agreement.

13. **Developer's Representations, Warranties, and Covenants.** The Developer hereby makes the following representations, warranties and covenants:

13.1 **Eligible Property.** The Property is "eligible property" as defined in Act 381 and is eligible for the capture of TIR pursuant to Act 381.

13.2 **Eligible Costs.** The Developer will only submit for reimbursement such costs that it has reasonably determined are "Eligible Costs" for "Eligible Activities" within the meaning of Act 381.

13.3 **Due Authorization.** The representatives signing this Agreement are duly authorized by the Developer to enter into this Agreement.

14. **Events of Default.** Each of the following shall constitute an event of default:

14.1 Any representation or warranty made by the Developer in this Agreement proves to have been incorrect or incomplete in any material respect when made or deemed to be made.

14.2 The Developer fails to observe or perform any covenant or agreement contained in this Agreement.

14.3 The Developer abandons or withdraws from the redevelopment of the Property or indicates its intention to do so.

20. **Indemnification.** Developer shall defend, indemnify, and hold harmless the Authority, to also include the Township, and any of its past, present and future members, officials, employees, agents or representatives from all losses, demands, claims, judgments, suits, costs and expenses (including without limitation the costs and fees of attorneys or other consultants) arising from or related to the capture and use of TIR paid to Developer as a reimbursable payment under this Agreement, or made in excess of the amount of TIR the Authority is determined by the State or a court to be allowed by law to use for that reimbursement.

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

22. **Binding Effect/Third Parties.** This Agreement is binding on and shall inure to the benefit of the parties to this Agreement and their respective successors, but it may not be assigned by any party without the prior written consent of the other party. The parties do not intend to confer any benefits on any person, firm, corporation, or other entity that is not a party to this Agreement.

23. **Waiver.** No failure of either party to complain of any act or omission on the part of the other party, no matter how long this same may continue, is considered as a waiver by that party to any of its rights hereunder. No waiver by either party, expressed or implied, of any breach of any provision of this Agreement is considered a waiver or a consent to any subsequent breach of this same or other provision. Time is of the essence.

24. **Authorization.** Each of the parties represents and warrants to the other that this Agreement and its execution by the individual on its behalf are authorized by the board of directors or other governing body of that party.

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

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

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

27. **Definitions.**

"Brownfield Plan or Plans" is defined by Section 2(e) of Act 381;

"Eligible Activities" is defined by Section 2(o) of Act 381;

"Eligible Property or Properties" is defined by Section 2(p) Act 381;

"Tax Increment Revenues" is defined by Section 2(ss) of Act 381.

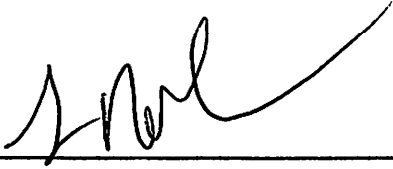
Witnesses:



Cascade Charter Township Brownfield
Redevelopment Authority

By Sandra Korhorn

Title DDA/Economic Development Director



CEO

Date _____

Coco Properties, LLC

By  _____

Title _____ COO _____

Date 5-25-21 _____

Exhibit A – Legal Descriptions

DRAFT

Exhibit B – Brownfield Redevelopment Plan

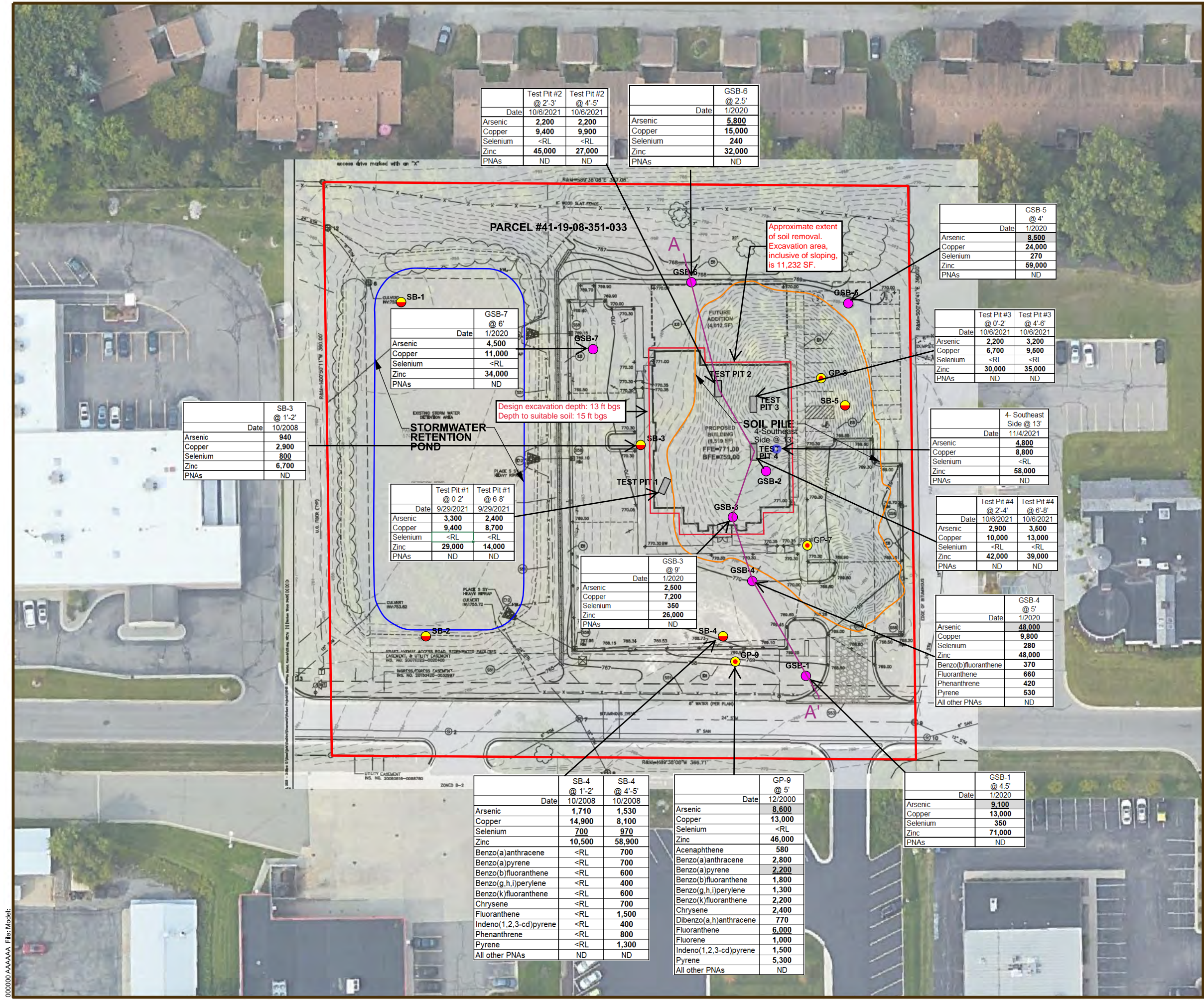
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ATTACHMENT C

IN-SITU SOIL ANALYTICAL DATA AND SAMPLE LOCATIONS





	Test Pit #2 @ 2'-3"	Test Pit #2 @ 4'-5"		GSB-6 @ 2.5'
Date	10/6/2021	10/6/2021	Date	1/2020
Arsenic	2,200	2,200	Arsenic	5,800
Copper	9,400	9,900	Copper	15,000
Selenium	<RL	<RL	Selenium	240
Zinc	45,000	27,000	Zinc	32,000
PNA's	ND	ND	PNA's	ND

	GSB-7 @ 6'
Date	1/2020
Arsenic	4,500
Copper	11,000
Selenium	<RL
Zinc	34,000
PNA's	ND

	SB-3 @ 1'-2'
Date	10/2008
Arsenic	940
Copper	2,900
Selenium	800
Zinc	6,700
PNA's	ND

	Test Pit #1 @ 0'-2"	Test Pit #1 @ 6'-8"
Date	9/29/2021	9/29/2021
Arsenic	3,300	2,400
Copper	9,400	8,700
Selenium	<RL	<RL
Zinc	29,000	14,000
PNA's	ND	ND

	GSB-3 @ 9'
Date	1/2020
Arsenic	2,500
Copper	7,200
Selenium	350
Zinc	26,000
PNA's	ND

	GSB-5 @ 4'
Date	1/2020
Arsenic	8,500
Copper	24,000
Selenium	270
Zinc	59,000
PNA's	ND

	Test Pit #3 @ 0'-2"	Test Pit #3 @ 4'-6"
Date	10/6/2021	10/6/2021
Arsenic	2,200	3,200
Copper	6,700	9,500
Selenium	<RL	<RL
Zinc	30,000	35,000
PNA's	ND	ND

	4- Southeast Side @ 13'
Date	11/4/2021
Arsenic	4,800
Copper	8,800
Selenium	<RL
Zinc	58,000
PNA's	ND

	Test Pit #4 @ 2'-4"	Test Pit #4 @ 6'-8"
Date	10/6/2021	10/6/2021
Arsenic	2,900	3,500
Copper	10,000	13,000
Selenium	<RL	<RL
Zinc	42,000	39,000
PNA's	ND	ND

	GSB-4 @ 5'
Date	1/2020
Arsenic	48,000
Copper	9,800
Selenium	280
Zinc	48,000
Benzo(b)fluoranthene	370
Fluoranthene	660
Phenanthrene	420
Pyrene	530
All other PNA's	ND

	SB-4 @ 1'-2"	SB-4 @ 4'-5"
Date	10/2008	10/2008
Arsenic	1,710	1,530
Copper	14,900	8,100
Selenium	700	970
Zinc	10,500	58,900
Benzo(a)anthracene	<RL	700
Benzo(a)pyrene	<RL	700
Benzo(b)fluoranthene	<RL	600
Benzo(g,h,i)perylene	<RL	400
Benzo(k)fluoranthene	<RL	600
Chrysene	<RL	700
Fluoranthene	<RL	1,500
Indeno(1,2,3-cd)pyrene	<RL	400
Phenanthrene	<RL	800
Pyrene	<RL	1,300
All other PNA's	ND	ND

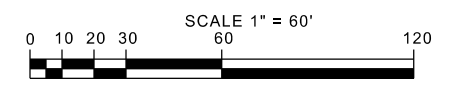
	GP-9 @ 5'
Date	12/2000
Arsenic	8,600
Copper	13,000
Selenium	<RL
Zinc	46,000
Acenaphthene	580
Benzo(a)anthracene	2,800
Benzo(a)pyrene	2,200
Benzo(b)fluoranthene	1,800
Benzo(g,h,i)perylene	1,300
Benzo(k)fluoranthene	2,200
Chrysene	2,400
Dibenzo(a,h)anthracene	770
Fluoranthene	6,000
Fluorene	1,000
Indeno(1,2,3-cd)pyrene	1,500
Pyrene	5,300
All other PNA's	ND

	GSB-1 @ 4.5'
Date	1/2020
Arsenic	9,100
Copper	13,000
Selenium	350
Zinc	71,000
PNA's	ND

LEGEND

- SOIL BORING LOCATION (PME 2008)
- GEOPROBE BORING LOCATION (SUPERIOR 2000)
- SOIL BORING LOCATION (ETI 2019)
- ▭ TEST PIT
- SOIL SAMPLE LOCATION (ETI 2021)
- A --- A' CROSS-SECTION LOCATION LINE

Notes:
 All units are in µg/kg (parts per billion)
Bolded where detected
Bolded and underlined where exceeding Part 201 Generic Residential Cleanup Criteria
 Shaded and **bolded** values represent a detection greater than Direct Contact Criteria



NOTE:
 THIS IS NOT A PROPERTY BOUNDARY SURVEY. PROPERTY BOUNDARIES SHOWN ON THIS MAP ARE BASED ON AVAILABLE FURNISHED INFORMATION AND ARE APPROXIMATE ONLY AND SHOULD NOT BE USED TO ESTABLISH PROPERTY BOUNDARY LOCATION IN THE FIELD.

PROPOSED ROBINSON DENTAL

5749 28th STREET SE
 GRAND RAPIDS, MI 49546

**SITE PLAN w/
 SAMPLE LOCATIONS**

2960 INTERSTATE PARKWAY
 KALAMAZOO, MICHIGAN 49048
 PH: (269) 342-1100 FAX: (269) 342-4945

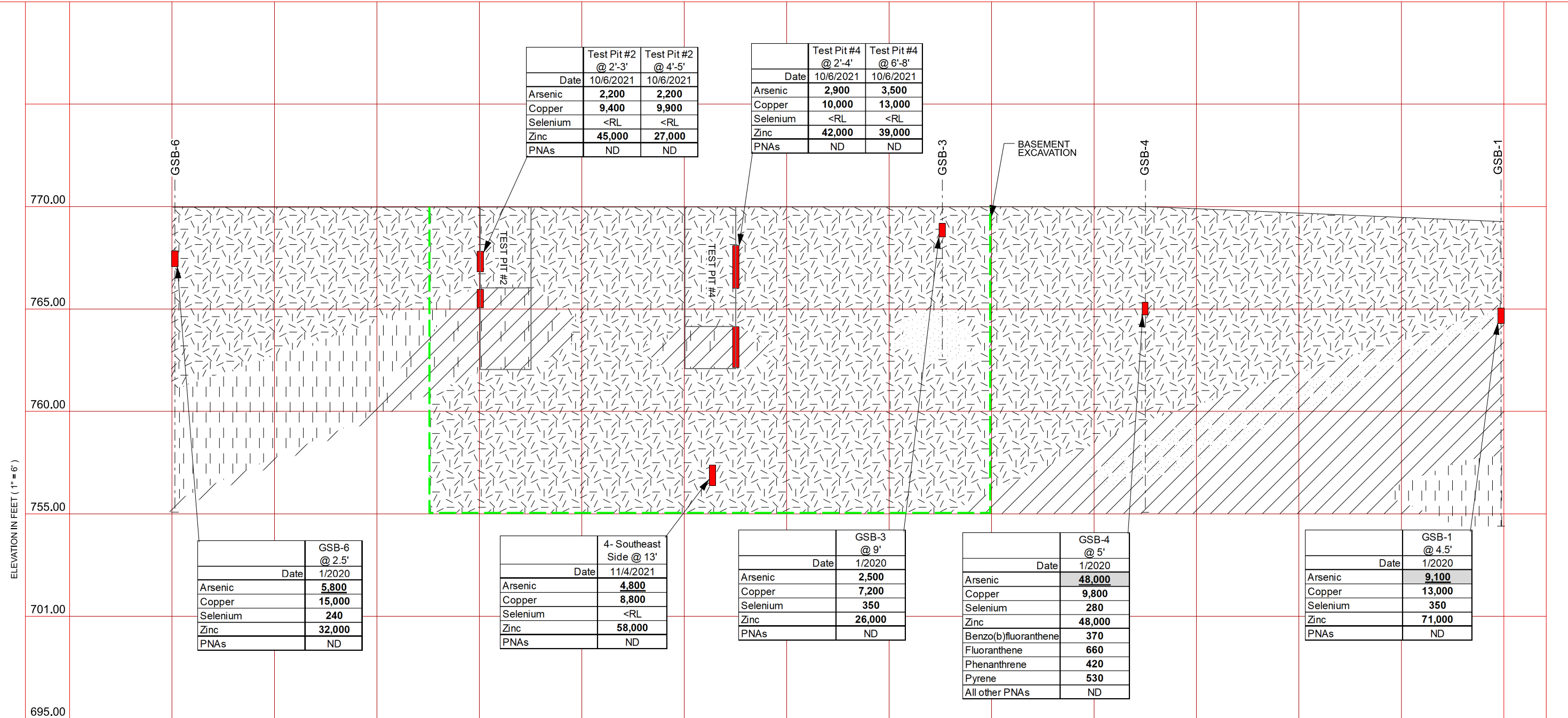
PROJECT NO.
 190226

FIGURE No.
2

A

A'

HORIZONTAL DISTANCE IN FEET (1" = 20')



	Test Pit #2 @ 2'-3'	Test Pit #2 @ 4'-5'
Date	10/6/2021	10/6/2021
Arsenic	2,200	2,200
Copper	9,400	9,900
Selenium	<RL	<RL
Zinc	45,000	27,000
PNAs	ND	ND

	Test Pit #4 @ 2'-4'	Test Pit #4 @ 6'-8'
Date	10/6/2021	10/6/2021
Arsenic	2,900	3,500
Copper	10,000	13,000
Selenium	<RL	<RL
Zinc	42,000	39,000
PNAs	ND	ND

	GSB-6 @ 2.5'
Date	1/2020
Arsenic	5,800
Copper	15,000
Selenium	240
Zinc	32,000
PNAs	ND

	4- Southeast Side @ 13'
Date	11/4/2021
Arsenic	4,800
Copper	8,800
Selenium	<RL
Zinc	58,000
PNAs	ND

	GSB-3 @ 9'
Date	1/2020
Arsenic	2,500
Copper	7,200
Selenium	350
Zinc	26,000
PNAs	ND

	GSB-4 @ 5'
Date	1/2020
Arsenic	48,000
Copper	9,800
Selenium	280
Zinc	48,000
Benzo(b)fluoranthene	370
Fluoranthene	660
Phenanthrene	420
Pyrene	530
All other PNAs	ND

	GSB-1 @ 4.5'
Date	1/2020
Arsenic	9,100
Copper	13,000
Selenium	350
Zinc	71,000
PNAs	ND

LEGEND

	MISC. FILL w/ DEBRIS		SAND
	CLAY		SILT
	CLAYEY		SILTY
	SOIL SAMPLE		

NOTES:
 *IN - PLACE (IN - SITU) SOIL ELEVATION ESTABLISHED AT 770'
 *SOIL BORINGS WERE ADVANCED PRIOR TO STOCKPILE REMOVAL. ONLY PORTION OF SOIL BORINGS BELOW EST. 770' ELEVATION ARE DEPICTED

envirollogic
 environmental consulting + services
 2960 INTERSTATE PARKWAY
 KALAMAZOO, MICHIGAN 49048
 PH: (269) 342-1100 FAX: (269) 342-4945

ROBINSON DENTAL
 5749 28th ST SE
 GRAND RAPIDS, MI 49546
**GEOLOGIC CROSS-SECTION
 A - A'**

PROJECT NO.
210183
 FIGURE No.
2A

000000 AAAAAA File: Model:

**Table 2: Summary of Soil XRF Field Results Compared to Part 201 Generic Residential Cleanup Criteria
Robinson Dental - Cascade Twp.
5749 28th Street SE, Cascade Township, MI**

		Metals			
		Arsenic	Copper (B)	Selenium (B)	Zinc (B)
Chemical Abstract Service Number		7440382	7440508	7782492	7440666
Tier 1: Part 201 Generic Residential Cleanup Criteria					
Statewide Default Background Level		5,800	32,000	410	47,000
Residential Drinking Water Protection Criteria		4,600	5.80E+06	4,000	2.40E+06
Groundwater Surface Water Interface Protection Criteria		4,600	73,000 (G)	400	170,000 (G)
Soil Volatilization to Indoor Air Inhalation Criteria		NLV	NLV	NLV	NLV
Infinite Source Volatile Soil Inhalation Criteria (VSIC)		NLV	NLV	NLV	NLV
Particulate Soil Inhalation Criteria		7.20E+05	1.30E+08	1.30E+08	ID
Direct Contact Criteria		7,600	2.00E+07	2.60E+06	1.70E+08
Soil Saturation Concentration Screening Levels		NA	NA	NA	NA
Test Pit ID and Depth	Date				
Test Pit #1 (0'-2')	9/29/2021	<LOD	107,000	28,000	130,000
Test Pit #1 (0'-2')	9/29/2021	<LOD	85,000	<LOD	57,000
Test Pit #1 (0'-2')	9/29/2021	<LOD	71,000	15,000	57,000
Test Pit #1 (0'-2') (Discrete sample)	9/29/2021	<LOD	72,000	16,000	73,000
Test Pit #1 (2'-4')	9/29/2021	<LOD	65,000	<LOD	56,000
Test Pit #1 (2'-4')	9/29/2021	<LOD	83,000	<LOD	60,000
Test Pit #1 (2'-4')	9/29/2021	<LOD	<LOD	13,000	40,000
Test Pit #1 (4'-6')	9/29/2021	<LOD	90,000	17,000	175,000
Test Pit #1 (4'-6')	9/29/2021	<LOD	45,000	8,000	116,000
Test Pit #1 (4'-6')	9/29/2021	<LOD	48,000	<LOD	505,000
Test Pit #1 (4'-6')	9/29/2021	<LOD	<LOD	7,000	44,000
Test Pit #1 (6'-8')	9/29/2021	<LOD	<LOD	6,000	58,000
Test Pit #1 (6'-8')	9/29/2021	<LOD	37,000	<LOD	39,000
Test Pit #1 (6'-8') (Discrete sample)	9/29/2021	<LOD	54,000	<LOD	55,000
Test Pit #2 (0-1')	10/6/2021	<LOD	<LOD	16,000	104,000
Test Pit #2 (0-1')	10/6/2021	<LOD	35,000	<LOD	43,000
Test Pit #2 (0-1')	10/6/2021	<LOD	35,000	<LOD	90,000
Test Pit #2 (1'-2')	10/6/2021	<LOD	40,000	<LOD	67,000
Test Pit #2 (1'-2')	10/6/2021	<LOD	38,000	7,000	54,000
Test Pit #2 (1'-2')	10/6/2021	8,000	32,000	<LOD	67,000
Test Pit #2 (2'-3')	10/6/2021	<LOD	33,000	<LOD	69,000
Test Pit #2 (2'-3')	10/6/2021	9,000	21,000	<LOD	82,000
Test Pit #2 (2'-3')	10/6/2021	<LOD	<LOD	<LOD	58,000
Test Pit #2 (2'-3') (Discrete sample)	10/6/2021	<LOD	39,000	<LOD	68,000
Test Pit #2 (3'-4')	10/6/2021	<LOD	62,000	7,000	66,000

**Table 2: Summary of Soil XRF Field Results Compared to Part 201 Generic Residential Cleanup Criteria
Robinson Dental - Cascade Twp.
5749 28th Street SE, Cascade Township, MI**

		Metals			
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Infinite Source Volatile Soil Inhalation Criteria (VSIC)		NLV	NLV	NLV	NLV
Particulate Soil Inhalation Criteria		7.20E+05	1.30E+08	1.30E+08	ID
Direct Contact Criteria		7,600	2.00E+07	2.60E+06	1.70E+08
Soil Saturation Concentration Screening Levels		NA	NA	NA	NA
Test Pit ID and Depth	Date				
Test Pit #2 (3'-4')	10/6/2021	<LOD	44,000	10,000	58,000
Test Pit #2 (3'-4')	10/6/2021	<LOD	38,000	<LOD	70,000
Test Pit #2 (4'-5')	10/6/2021	<LOD	38,000	<LOD	69,000
Test Pit #2 (4'-5')	10/6/2021	<LOD	39,000	9,000	30,000
Test Pit #2 (4'-5')	10/6/2021	<LOD	50,000	8,000	84,000
Test Pit #2 (4'-5') (Discrete sample)	10/6/2021	<LOD	<LOD	<LOD	28,000
Test Pit #2 (5'-6')	10/6/2021	<LOD	35,000	<LOD	53,000
Test Pit #2 (5'-6')	10/6/2021	<LOD	40,000	<LOD	72,000
Test Pit #2 (5'-6')	10/6/2021	<LOD	63,000	8,000	63,000
Test Pit #2 (6'-7')	10/6/2021	<LOD	57,000	<LOD	59,000
Test Pit #2 (6'-7')	10/6/2021	<LOD	50,000	<LOD	74,000
Test Pit #2 (6'-7')	10/6/2021	<LOD	<LOD	<LOD	75,000
Test Pit #2 (7'-8')	10/6/2021	<LOD	54,000	<LOD	57,000
Test Pit #2 (7'-8')	10/6/2021	<LOD	<LOD	<LOD	52,000
Test Pit #2 (7'-8')	10/6/2021	<LOD	<LOD	<LOD	47,000
Test Pit #3 (0'-2')	10/6/2021	<LOD	44,000	<LOD	45,000
Test Pit #3 (0'-2')	10/6/2021	<LOD	41,000	<LOD	56,000
Test Pit #3 (0'-2')	10/6/2021	<LOD	<LOD	<LOD	36,000
Test Pit #3 (0'-2') (Discrete sample)	10/6/2021	<LOD	<LOD	<LOD	57,000
Test Pit #3 (2'-4')	10/6/2021	<LOD	44,000	8,000	57,000
Test Pit #3 (2'-4')	10/6/2021	<LOD	46,000	7,000	43,000
Test Pit #3 (2'-4')	10/6/2021	<LOD	34,000	8,000	50,000
Test Pit #3 (4'-6')	10/6/2021	<LOD	52,000	7,000	79,000
Test Pit #3 (4'-6')	10/6/2021	<LOD	46,000	<LOD	80,000
Test Pit #3 (4'-6')	10/6/2021	12,000	49,000	7,000	41,000

**Table 2: Summary of Soil XRF Field Results Compared to Part 201 Generic Residential Cleanup Criteria
Robinson Dental - Cascade Twp.
5749 28th Street SE, Cascade Township, MI**

	Metals				
	Arsenic	Copper (B)	Selenium (B)	Zinc (B)	
Chemical Abstract Service Number	7440382	7440508	7782492	7440666	
Tier 1: Part 201 Generic Residential Cleanup Criteria					
Statewide Default Background Level	5,800	32,000	410	47,000	
Residential Drinking Water Protection Criteria	4,600	5.80E+06	4,000	2.40E+06	
Groundwater Surface Water Interface Protection Criteria	4,600	73,000 (G)	400	170,000 (G)	
Soil Volatilization to Indoor Air Inhalation Criteria	NLV	NLV	NLV	NLV	
Infinite Source Volatile Soil Inhalation Criteria (VSIC)	NLV	NLV	NLV	NLV	
Particulate Soil Inhalation Criteria	7.20E+05	1.30E+08	1.30E+08	ID	
Direct Contact Criteria	7,600	2.00E+07	2.60E+06	1.70E+08	
Soil Saturation Concentration Screening Levels	NA	NA	NA	NA	
Test Pit ID and Depth	Date				
Test Pit #3 (4'-6') (Discrete sample)	10/6/2021	<LOD	65,000	8,000	81,000
Test Pit #3 (6'-8')	10/6/2021	<LOD	<LOD	<LOD	32,000
Test Pit #3 (6'-8')	10/6/2021	<LOD	<LOD	<LOD	44,000
Test Pit #3 (6'-8')	10/6/2021	<LOD	37,000	7,000	48,000
Test Pit #4 (0'-2')	10/6/2021	<LOD	41,000	13,000	86,000
Test Pit #4 (0'-2')	10/6/2021	<LOD	57,000	<LOD	62,000
Test Pit #4 (0'-2')	10/6/2021	<LOD	35,000	8,000	91,000
Test Pit #4 (2'-4')	10/6/2021	<LOD	55,000	8,000	66,000
Test Pit #4 (2'-4')	10/6/2021	<LOD	46,000	8,000	74,000
Test Pit #4 (2'-4')	10/6/2021	<LOD	47,000	<LOD	49,000
Test Pit #4 (2'-4') (Discrete sample)	10/6/2021	<LOD	43,000	<LOD	68,000
Test Pit #4 (4'-6')	10/6/2021	<LOD	59,000	11,000	64,000
Test Pit #4 (4'-6')	10/6/2021	<LOD	41,000	<LOD	47,000
Test Pit #4 (4'-6')	10/6/2021	<LOD	<LOD	<LOD	21,000
Test Pit #4 (6'-8')	10/6/2021	<LOD	62,000	14,000	90,000
Test Pit #4 (6'-8')	10/6/2021	<LOD	40,000	7,000	78,000
Test Pit #4 (6'-8')	10/6/2021	<LOD	53,000	10,000	89,000
Test Pit #4 (6'-8') (Discrete sample)	10/6/2021	<LOD	43,000	<LOD	47,000

Notes:

All units are in µg/kg (parts per billion)

Bolded where detected

Bolded and underlined where exceeding Part 201 Generic Residential Cleanup Criteria

Shaded and **bolded** values represent a detection greater than Direct Contact Criteria

<LOD - Less than Limit of Detection

B - Background may be substituted if higher than calculated criteria.

**Table 2: Summary of Soil XRF Field Results Compared to Part 201 Generic Residential Cleanup Criteria
Robinson Dental - Cascade Twp.
5749 28th Street SE, Cascade Township, MI**

	Metals			
	Arsenic	Copper (B)	Selenium (B)	Zinc (B)
Chemical Abstract Service Number	7440382	7440508	7782492	7440666
Tier 1: Part 201 Generic Residential Cleanup Criteria				
Statewide Default Background Level	5,800	32,000	410	47,000
Residential Drinking Water Protection Criteria	4,600	5.80E+06	4,000	2.40E+06
Groundwater Surface Water Interface Protection Criteria	4,600	73,000 (G)	400	170,000 (G)
Soil Volatilization to Indoor Air Inhalation Criteria	NLV	NLV	NLV	NLV
Infinite Source Volatile Soil Inhalation Criteria (VSIC)	NLV	NLV	NLV	NLV
Particulate Soil Inhalation Criteria	7.20E+05	1.30E+08	1.30E+08	ID
Direct Contact Criteria	7,600	2.00E+07	2.60E+06	1.70E+08
Soil Saturation Concentration Screening Levels	NA	NA	NA	NA
Test Pit ID and Depth	Date			

C - Criterion exceeds the chemical - specific soil saturation screen level (C_{sat})

G - Dependent on pH and/or water hardness if the receiving water. EGLE GSI Calculator Spreadsheet from the EGLE website was used. Per EGLE Groundwater-Surface Water Interface Pathway Compliance Options Resource Materials, dated April 2018, 150 mg/L was used for Southern Lower Peninsula surface waters.

X - Not protective if surface water is a drinking source

D - Calculated criterion exceeds 100%, hence it is reduced to 100% or 1.0E+09 ppb

M - Calculated criterion is below the analytical target detection limit, criterion is the target detection limit

NA - Not available/not analyzed

NLV - Not likely to volatilize

NLL - Not likely to leach under moist soil conditions

ID - Insufficient data to develop criterion

NLV - Hazardous substance is not likely to volatilize under most conditions

NLL - Hazardous substance not likely to leach under most soil conditions

ID - Insufficient data to develop criterion

From: [Alisa Lindsay](#)
To: [Michaluk, Janet \(EGLE\)](#)
Cc: [Poll, Jason \(EGLE\)](#); [Perschbacher, Kirk](#); [David Stegink](#); [Sandra](#); [Wenzlick, Susan](#); [Mike Sharp](#)
Subject: RE: Robinson Dental Act 381 and Loan Work Plan - Comments
Date: Tuesday, November 23, 2021 1:54:02 PM
Attachments: [image002.png](#)
[image003.png](#)
[image004.png](#)
[image005.png](#)
[image006.png](#)
[image007.png](#)
[image001.png](#)
[image008.png](#)
[Robinson Loan Work Plan TIF Table Revised wo TPO and Admin.xlsx](#)

EXTERNAL EMAIL

Good afternoon Janet,

How we will be addressing each comment is noted below in red. We anticipate submitting the final Act 381 and Loan Work Plan #1 next week. Please feel free to contact me in the meantime if you have any additional questions.

Thank you and have a Happy Thanksgiving!

~Alisa



Alisa A. Lindsay, P.E., Project Manager - Environmental Engineer

Envirologic Technologies Inc.

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From: Michaluk, Janet (EGLE) <MichalukJ@michigan.gov>

Sent: Monday, November 22, 2021 8:08 AM

To: Sandra <Sandra@cascadetwp.com>; Wenzlick, Susan <swenzlick@fishbeck.com>; Alisa Lindsay <lindsay@envirologic.com>

Cc: Poll, Jason (EGLE) <PollJ@michigan.gov>; Hurst, Sharita (DTMB) <hursts@michigan.gov>; Perschbacher, Kirk <kperschbacher@fishbeck.com>; David Stegink <stegink@envirologic.com>; Mahta Naziri Saeed <saeed@envirologic.com>

Subject: FW: Robinson Dental Act 381 and Loan Work Plan - Comments

Good Morning Sandra, Susan, and Alisa,

I hope you all had a nice weekend! Jason and I have reviewed the Act 381 WP and have compiled a list of comments per the email chain below. They are as follows (Please note, this includes my notes from the other day). These will need to be addressed before we can consider approval of the work plan after formal submittal:

- Please revise to Loan Work Plan #1 - Revised
- Section 1.2.1
 - The acreage does not match that included in the BS&A (assessment) records – **The value of 3.361 acres shown in BS&A is incorrect. The legal description states 3.03 acres (shown as 3.03 A at the bottom), which I independently verified against the survey map in the Brownfield Plan.**
 - As included in the definitions under Act 381 please indicate if the property was used or is currently used for commercial, industrial, public, or residential purposes. As this one was really never developed with anything more than a stormwater system it's a little hard to discern. I'm guessing it would be designated as "industrial" but, will leave that designation up to the consultant. – **The property is currently classified as commercial – improved. This information and historical use summary have been added to Section 1.2.1.**
- Section 1.2.4
 - There is a delinquent tax payment from the Winter 2021 taxes shown in assessment records (see attached). We will need something in writing showing this was paid. – **Although Winter 2021 taxes are posted to BS&A, statements will be issued on December 1, 2021 and payment is not due until February 14, 2022.**
- Section 1.2.5
 - Please include what PUD-82 stands for. – **Planned Unit Development District, Kraft St Partners - #8 of 2005; incorporated into the work plan.**
- Section 2.1.1
 - Please provide a table showing calculations for how the volume of soil was arrived at. – **Table has been added to Section 2.1.1.**
 - And 2.4 – generally the loan closeout reporting would not be an eligible 381 activity much like admin or 3rd party oversight but, you could just call it reporting and I think that would work. – **Wording in Section 2.1.1 and table in Section 2.4 have been changed accordingly.**
- Figure 3
 - This figure should include dimensions of the soil removal. You could also include the calculation here of how the soil volume was arrived at or it can be in Section 2.1.1 of the text. Either works. – **Soil removal dimensions are now included on the figure and calculations tabulated in Section 2.1.1.**
 - This figure should also contain the known contamination and any other results/information that can help demonstrate that the soil is contaminated. Basically we're looking for a figure that helps to bring everything together to help us make a decision. For example, A figure that ties in the horizontal and vertical extent of contaminants, excavation area and dimensions, test pits, and lab

results. – The figure in Attachment 3 will be modified to include summary of relevant lab data, sample depths, excavation area. Test pits and soil boring locations were already included.

- Tables

- The millages did not match up with those in the assessment records. Please see attached for the most recent – For the tables, the millages have been updated to reflect 2021 Summer and Winter amounts, with the understanding that millage amounts fluctuate and change over time.
- I did not see a debt millage on the assessment records attached – On the assessment record, the debt millage is shown as “FOREST HILLS D” on the tax breakdown table for each tax cycle.
- Please break out the property tax from personal property tax on Table 2 and Table 3 or somehow show how Table 3 is relevant to the capture as it does not appear obvious. We can discuss if it would be easier to show us. – Values from Table 2 – Real Property Tax Capture and Table 3 – Personal Property Tax Capture are input into Table 4 – Reimbursement Schedule to determine Total State Incremental Revenue and Total Local Incremental Revenue values. The associated Excel file is attached, so that you can view the interrelationships and formulas between these tables. Please contact David Stegink or me for additional clarification or information.

- Attachments:

- Please provide more documentation to substantiate the claim that fill material consistent with the former soil pile was present onsite to depths greater than 13 feet below the established grade of 770 feet as asserted in the work plan (WP). Since the material was not “trustworthy” in the pile based on its heterogeneous nature, additional information is necessary including:
 - Additional photos – Photos showing debris at various excavation depths are now included in the photo log.
 - Cross-sections and boring logs that clearly identify the fill and debris discussed in the text – A geologic cross-section will be generated and included in Attachment C.
- A copy of the brownfield plan was not included only the resolutions were. This is a requirement of the statute. – The Brownfield Plan is now included in Attachment A.

- Notes:

- Could any of the remaining soil be used to build up the site? Create decorative berms, etc.? – If contaminated soil was managed onsite, it would require an engineered cover and ongoing operation, monitoring and maintenance (OM&M) to meet due care obligations. The additional due care costs and obligations associated with design, construction, and ongoing OM&M outweigh the cost to eliminate the associated contaminated soil from the site.
- Please note that, in most circumstances we require more reliable data to demonstrate that the soil being requested for transport and disposal is contaminated. This is a bit of a unique situation, due to the removal of the mound as a response activity and should not be used as an example of what may or may

not be approved on this or other sites in the future. - **Noted**

- Please note, As far as we understand it, we cannot accept field XRF screening data as reliable for comparison to Part 201 Cleanup Criteria for several reason. While this may be helpful in screening grossly-impacted soils, the tool field calibration and resolution (1 ppm or 1,000 ppb, I believe) is not adequate for this purpose. – **Noted; it was intended to be a screening tool as an additional line of evidence.**

If you have any questions please let us know.

Best,

Janet Michaluk
Brownfield Coordinator
Remediation & Redevelopment Division | Lansing Central
Michigan Department of Environment, Great Lakes,
and Energy
517-643-0314 | michalukj@michigan.gov
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From: Poll, Jason (EGLE) <PollJ@michigan.gov>

Sent: Friday, November 19, 2021 4:13 PM

To: Michaluk, Janet (EGLE) <MichalukJ@michigan.gov>

Subject: RE: Robinson Dental Act 381 and Loan Work Plan - Comments

Janet,

Based upon my review of the draft document, I offer the following comments:

- I concur that more documentation is required to substantiate the claim that fill material consistent with the former soil pile was present onsite to depths greater than 13 feet below the established grade of 770 feet as asserted in the work plan (WP). Since the material was not “trustworthy” in the pile based on it heterogeneous nature, if the submitter wishes to include this material as additional “suspect fill” for the purpose of our approval I would like to see the following documentation:

- Additional photos
 - Cross-sections and boring logs that clearly identify the fill and debris discussed in the text
- Did they need to make an evaluation of reasonable alternatives here? For example: building up the property, no basement/second story, etc.
- A figure that ties in the horizontal and vertical extent of contaminants, excavation, test pits, and lab results would be helpful.
- As far as I understand it, we cannot accept field XRF screening data as reliable for comparison to Part 201 Cleanup Criteria for several reason. While this may be helpful in screening grossly-impacted soils, the tool field calibration and resolution (1 ppm or 1,000 ppb, I believe) is not adequate for this purpose.

If they can satisfy your administrative requirements and are willing to provide the documentation of their assertion that it's all the same "fill" as the pile, I can accept this plan.

Jay Poll, CPG

Assistant District Supervisor (Acting)

Project Manager/Senior EQA

EGLE - RRD Grand Rapids

PollJ@Michigan.gov | Michigan.gov/EGLE

From: Michaluk, Janet (EGLE) <MichalukJ@michigan.gov>

Sent: Thursday, November 18, 2021 1:37 PM

To: Poll, Jason (EGLE) <PollJ@michigan.gov>

Subject: FW: Robinson Dental Act 381 and Loan Work Plan - Comments

Hi Jason,

I hope you enjoyed your time off! I've reviewed the work plan and have the following comments:

- **Please revise to Loan Work Plan #1**
- **Section 1.2.1**
 - **The acreage does not match that included in the BS&A (assessment) records**
 - **As included in the definitions under Act 381 please indicate if the property was used or is currently used for commercial, industrial, public, or residential purposes. As this one was really never developed with anything more than a stormwater system it's a little hard to discern. I'm guessing it would be designated as "industrial" but, will leave that designation up to the consultant.**
- **Section 1.2.4**
 - **There is a delinquent tax payment from the Winter 2021 taxes shown in assessment records (see attached). We will need something in writing showing this was paid.**
- **Section 1.2.5**
 - **Please include what PUD-82 stands for.**
- **Section 2.1.1**

- Please provide a table showing calculations for how the volume of soil was arrived at.
- And 2.4 – generally the loan closeout reporting would not be an eligible 381 activity much like admin or 3rd party oversight but, you could just call it reporting and I think that would work.
- Figure 3
 - This figure should include dimensions of the soil removal. You could also include the calculation here of how the soil volume was arrived at or it can be in Section 2.1.1 of the text. Either works.
 - This figure should also contain the known contamination and any other results/information that can help demonstrate that the soil is contaminated. Basically we're looking for a figure that helps to bring everything together to help us make a decision.
- Tables
 - The millages did not match up with those in the assessment records. Please see attached for the most recent
 - I did not see a debt millage on the assessment records attached
 - Please break out the property tax from personal property tax on Table 2 and Table 3 or somehow show how Table 3 is relevant to the capture as it does not appear obvious. We can discuss if it would be easier to show us.
- Attachments:
 - Please include boring/test pit logs to demonstrate lithology
 - A copy of the brownfield plan was not included only the resolutions were. This is a requirement of the statute.

Overall, I'm not sure that the soil is contaminated across the site per our previous observations. However, they are trying to make the case that this is the same heterogenous material from the mound. If that is the case and you agree that it cannot just be reused anywhere then we have a bit of an issue. Let's discuss.

I think that's it. I look forward to discussing with you tomorrow.

Best,

Janet Michaluk
Brownfield Coordinator
Remediation & Redevelopment Division | Lansing Central
Michigan Department of Environment, Great Lakes,
and Energy
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