



# CASCADE CHARTER TOWNSHIP

2865 Thornhills SE Grand Rapids, Michigan  
49546-7140

## NOTICE OF PUBLIC MEETING VIA VIDEO CONFERENCE

The Cascade Charter Township Brownfield Redevelopment Authority will conduct a regular meeting on Thursday, May 6, 2021 at 5:30 p.m. utilizing the Zoom video conferencing platform, for the purpose of conducting official business to help prevent the spread of COVID-19. For up-to-date information regarding the ongoing public health crisis, please visit:

<http://www.Michigan.gov/coronavirus> or <http://www.CDC.gov/coronavirus>

## INSTRUCTIONS FOR ACCESS AND PARTICIPATION

You are invited to a Zoom webinar.  
When: May 6, 2021 05:30 PM Eastern Time (US and Canada)  
Topic: Brownfield Redevelopment Authority Meeting

Please click the link below to join the webinar:

<https://us02web.zoom.us/j/87383646880>

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*\*\*Members of the public with disabilities may utilize the Michigan Relay System (7-1-1) to participate in the meeting. If other aids or services are needed for individuals with disabilities please contact the Assistant Township Manager, Stephanie Fast at [sfast@cascadetwp.com](mailto:sfast@cascadetwp.com) or 616-949-1500 at least 24 hours prior to the meeting\*\**

## **PUBLIC PARTICIPATION**

Members of the public will be able to listen to and view all discussion by the Brownfield Redevelopment Authority and all official materials for this meeting prepared for the Brownfield Redevelopment Authority will be included in the meeting packet and available to the public on the Township website at [www.cascadetwp.com](http://www.cascadetwp.com).

Individuals will be permitted to speak during public comment periods in accordance with the Township Remote Public Meeting Procedure Policy.

If you would like to contact the Township about any matter, on the agenda or otherwise, please do so via email at the addresses below a minimum of 8 hours prior to the meeting. If you wish comments to be read into the public record during the public comment period, you must indicate so and draft communication that can be read in the allotted 3-minute timeframe.

Clerk Sue Slater: [sslater@cascadetwp.com](mailto:sslater@cascadetwp.com)

Manager Ben Swayze: [bswayze@cascadetwp.com](mailto:bswayze@cascadetwp.com)

DDA Director Sandra Korhorn: [sandra@cascadetwp.com](mailto:sandra@cascadetwp.com)

**AGENDA**  
Cascade Charter Township  
Brownfield Redevelopment Authority Board  
May 6, 2021  
5:30 p.m.  
Virtual Meeting

- ARTICLE 1.** Call the Meeting to Order  
Record the Attendance
  
- ARTICLE 2.** Approval of the Agenda
  
- ARTICLE 3.** Approval of the Minutes of April 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.** Consider Charging an Administrative Fee for Brownfield Projects
  
- ARTICLE 6.** Consider Creating a Local Brownfield Revolving Fund (LBRF)
  
- ARTICLE 7.** Review and Consider the Robinson Dental Brownfield Plan
  
- ARTICLE 8.** Discuss and Consider Virtual or In-Person (Hybrid) Meetings
  
- ARTICLE 9.** Any Other Business
  - a. Set Next Meeting Date
  - b. Brief Review of Next Agenda Items
  
- ARTICLE 10.** Adjournment

Minutes  
Cascade Charter Township  
Brownfield Redevelopment Authority Board  
April 15, 2021  
5:30 P.M.  
Virtual Meeting

**ARTICLE 1.** Chairwoman Kleyla called the meeting to order at 5:38 P.M.  
Members Present: Kathy DeVries, Michele Kleyla, Chris Noordyke, and Aaron Mead  
Members Absent: Lesperance  
Others Present: Director Sandra Korhorn, Cascade Township Manager Ben Swayze, Matthew Zimmerman, Attorney with Varnum, and Susan Wenzlick, consultant with Fishbeck

Clerk Slater swore in Members Kleyla, DeVries, Noordyke & Mead

**ARTICLE 2. Approval of the Agenda**

**Motion was made by Member Mead to approve the current Agenda. Supported by Member DeVries. Motion carried 4 to 0.**

**ARTICLE 3. Approval of the Minutes of March 31, 2021**

**Motion was made by Member Noordyke to approve the Minutes of the March 31, 2021 meeting. Supported by Member DeVries. Motion carried 4 to 0.**

**ARTICLE 4. Acknowledge visitors and those wishing to speak to agenda & non-agenda items.  
(Comments are limited to five minutes per speaker)**

There were no visitors. Jennifer Genter, Manager of Assessment Services introduced herself to the board.

**ARTICLE 5. Review and Consider the Amended By-Laws**

Director Korhorn stated that the Township Board had financial questions and asked for clarification on some items in the by-laws at their March 24<sup>th</sup> Meeting; these items were sent to Matt Zimmerman to review. Mr. Zimmerman provided clarification and/or made changes to the by-laws as deemed appropriate. Once the Brownfield Redevelopment Authority adopts the amended by-laws, they will be placed on the next Township Board Agenda for approval by resolution.

Mr. Zimmerman reviewed the items in question by the Township Board with BRA Members.

Manager Swayze stated that on page 2 under the Authority Board, number 6 for Treasurer, the language should revert to say the Authority Board shall appoint an Authority Board Treasurer who shall keep the financial records. Manager Swayze states that at the last meeting Cascade Township Deputy Treasurer Oxana Sourine was appointed to that position.

Chairwoman Kleyla asked if this is an additional amendment to the by-laws.

Mr. Zimmerman stated that if it was already decided at the last meeting, it is a scrivener's error, and can be still be voted on.

**Motion was made by Member Mead to approve the amended by-laws. Supported by Member Noordyke. Motion carried 4 to 0.**

**ARTICLE 6. Review Robinson Dental Grant/Loan Timeline**

Ms. Susan Wenzlick stated that EGLE has a deadline of May 1<sup>st</sup> to apply for the grant/loan. Ms. Wenzlick stated that after the development agreement is done, a resolution would be needed from the Township Board to approve the application concept. The resolution would have the Township commit their full faith and credit. The development agreement will protect the Township in full faith and credit.

Ms. Wenzlick stated that while EGLE is reviewing the application, the BRA should review the Brownfield Plan, which is the mechanism used to collect the tax increment used to pay the loan back with. The developers consultant would write a (very specific) work plan after the brownfield plan is approved. The work plan would then go to the State for approval.

Ms. Wenzlick stated that after the brownfield plan is approved, local taxing jurisdictions need to be notified that a brownfield plan is being considered, and how it will impact them. This notification needs to be sent at least ten days before a public hearing. Ms. Wenzlick stated that the Township Board will the hold a public meeting so that the public may ask questions. The Township would then need to pass a resolution to approve the brownfield plan.

**ARTICLE 7. Review and Consider the Robinson Dental Development Agreement**

Director Korhorn states that this agreement includes a \$453,000 grant, and a \$313,000 loan to assist in the cleanup of this site.

Ms. Wenzlick stated that this agreement protects the Township with a letter of credit from the Robinsons bank that states the Robinsons will pay for any loan expenses incurred by the Township if for some reason this project doesn't happen.

The development agreement also states how the Robinsons get paid back for any expenses/costs they front, which include phase 1 & 2 investigations, environmental evaluations, legal documents, and excavation/transportation/disposal.

Ms. Wenzlick stated that when tax increment financing (TIF) is started, the Township will get paid back first, then the Robinsons will get paid back for their expenses incurred, and then the Local Brownfield Revolving Fund (LBRF) gets paid (if in the future the BRA decides to have one).

Ms. Wenzlick stated that under the agreement, the Authority has the obligation to capture the available TIF. Ms. Wenzlick stated that during the last meeting, Member Noordyke asked if varying the level of tax capture is possible. Ms. Wenzlick stated that it is an option, however you cannot capture a different percentage than what the State is capturing.

Member Noordyke asked if the tax rates will be developed later in the project, Ms. Wenzlick stated that the millage rate is set and cannot be changed, and the amount able to be captured/TIF'd will be laid out later in the brownfield plan.

Manager Swayze asked if a letter of credit will also be needed for the Robinsons in the amount of the grant, as there is already one in the amount of the loan. Ms. Wenzlick stated that the contract with EGLE states that the Township could be required to repay grant money if the project is not completed, however she has personally never seen that happen. Ms. Wenzlick stated that it is a possibility, however, to ask for an additional letter of credit to cover any grant money. Mr. Zimmerman agrees that the risk is low, however the intent behind the agreement is to relieve the Township of any financial responsibility.

Ms. Wenzlick expresses concern that the Robinsons may not be able to increase their letter of credit amount another \$400,000, and would not want that to hurt the deal.

Ms. Wenzlick states that a development agreement is not required to be part of the grant application, so it would be fine to table this agreement for now.

Member Noordyke asked who has been interfacing with the Robinsons, Ms. Wenzlick stated that she has been talking with their Environmental Consultant, and their Environmental consultant is the one talking with them.

Member Noordyke asked if this is tabled tonight, would it be possible to let the Robinsons know this is a concern and ask them to provide a proposal to better help the BRA make a decision.

Manager Swayze suggests that a performance bond or similar be secured in place of a second letter of credit.

Member Devries states that she likes the idea of a bond, or some type of insurance to guarantee performance. Ms. Wenzlick stated that there is environmental insurance available, which is typically used in the event of an unforeseen circumstance.

Member Mead asked Manager Swayze is this is being structured based on something the Michigan Township Association has structured in the past. Manager Swayze stated that he can check into that, but that Ms. Wenzlick and Mr. Zimmerman are good resources in terms of what other development agreements look like.

Manager Swayze asked (hypothetically) if the grant money was used to clean up the property but then the building is not actually built, will the State require the Township to repay the grant if Robinson Dental does not exist for some reason (bankruptcy, etc.). Mr. Zimmerman stated that it depends on how the grant is worded, and typically EGLE requires that eligible activities are completed; meaning remediation has taken place and tax generation can happen. Mr. Zimmerman states that would then make the property very marketable for interested parties.

Manager Swayze asked if loan repayment includes consultant fees, lawyer fees, etc. Ms. Wenzlick stated that yes, those would all be included, and that after a brownfield plan is approved, any cost associated can be included in that repayment.

Member Mead asked for clarification that Coco Properties, LLC will be the applicant (shell company/property owner), and Robinson Dental will be the tenant of the property. Mr. Zimmerman stated that is correct, and that even as it's a low risk, having a performance guarantee is not a bad idea.

Ms. Wenzlick offered to talk with the Robinsons Environmental Consultant to proceed.

Manager Swayze asked if the Authority would be comfortable with Director Korhorn, Ms. Wenzlick, Mr. Zimmerman, and himself resolving this issue to their satisfaction, and the Authority making a recommendation to the Township Board for consideration with this issue being solved sufficiently.

**Motion was made by Member Mead to have the Township Board review and consider the Robinson Dental development agreement with Manager Swayze, Director Korhorn, Ms. Wenzlick, and Mr. Zimmerman resolving the issue of a possible performance guarantee. Supported by Member Noordyke. Motion carried 4 to 0.**

**ARTICLE 8. Review and Consider the Robinson Dental Grant/Loan Application**

Ms. Wenzlick stated that the State requires the submittal of a proposal, and then invites you to apply. Ms. Wenzlick stated that the proposal in the current packet has already been approved by EGLE, and the application is complete. Ms. Wenzlick stated that the budget table in the grant and loan application does not include administrative costs, and other some expenses, so will be more. The TIF tied to the EGLE loan is \$313,000, \$58,000 for the Robinsons costs, and \$10,000 project overhead cost.

Ms. Wenzlick stated that in the application there is a budget line for a third-party oversight, and another one for administration. Third party oversight is required by EGLE when the developers consultant is doing the environmental work.

**Motion was made by Member Mead to approve the Robinson Dental loan application going forward to the Township Board for a resolution supporting the loan application and committing the Townships full faith and credit. Supported by Member Noordyke. Motion carried 4 to 0.**

**ARTICLE 9. Review and Consider the Proposal for Consulting**

Director Korhorn stated that last fall a proposal was signed with Fishbeck to help setup the Brownfield Redevelopment Authority, and the end of the scope of work in the original proposal has been met. Director Korhorn stated that the new proposal includes a not to exceed fee of \$7,500, and includes the tasks that would be over and above that fee.

Director Korhorn states that Staff is recommending approval of this proposal.

Member Mead asked if the \$7,500 includes an hourly rate, Ms. Wenzlick stated that yes, it does include an hourly rate.

Chairwoman Kleyla asks for clarification that this proposal is for the intro work and process of getting the grant and loan approved, and that later in the process there would be another proposal to cover additional fees. Ms. Wenzlick stated that is correct.

**Motion was made by Member Mead to approve the consulting proposal. Supported by Member Noordyke. Motion carried 4 to 0.**

**ARTICLE 10. Any Other Business**

**a. Set Next Meeting Date – Thursday, May 6, 2021**

Member Noordyke requested the meeting be virtual.

**b. Brief Review of Next Meeting Agenda Items**

Director Korhorn stated that she is planning on the following items being included in the next meeting:

The Brownfield Plan, whether or not to charge a fee(s) for the application, whether or not a Local Brownfield Revolving Fund should be created, and a virtual or in person meeting discussion.

Member Mead asked if Director Korhorn can find out if there is a standard application fee that other Brownfield Authorities are using. Ms. Wenzlick stated that she has put together a table of what other Brownfield Authorities charge, and she will share that with Director Korhorn to share with Members. Ms. Wenzlick stated that fees typically range from \$150-\$10,000.

**c. Virtual or In-Person Meetings?**

It was discussed and decided this would be evaluated and determined on a month-to-month basis.

**ARTICLE 11. Adjournment**

**Motion made by Member Noordyke to adjourn the meeting. Supported by Member Mead. Motion carried 4 to 0. The meeting was adjourned at 6:40 P.M.**

Respectfully Submitted,  
Grace Lesperance, Secretary

DRAFT

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## BROWNFIELD REDEVELOPMENT AUTHORITY (BRA) MEMORANDUM

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**To:** Cascade Township BRA Board

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

**Subject:** Consider Charging an Administrative Fee for Brownfield Projects

**Meeting Date:** May 6, 2021

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The Brownfield Redevelopment Authority has the ability to charge an administration fee for brownfield applications and projects. Admin fees can cover the township's costs or the BRA can do no fees at all. The BRA also has the ability to use fees to provide incentives for particular types of projects (for example, reduce the fee for nonprofits, affordable housing, LEED buildings, etc).

Susan Wenzlick of Fishbeck has provided a summary of what other BRA's in the state charge.

Staff is looking for direction on whether the BRA would like to charge an administration fee and if so, the amount.



# Brownfield Redevelopment Authority Application and Administrative Fees

Draft 4/30/21

BRA	Application Flat Fee	Application / Admin Percentage Fee	Other costs
Grand Rapids	<ul style="list-style-type: none"> <li>\$3,290 application fee</li> <li>\$1,097 if the TIF is transferred to a lender</li> <li>\$2,747 if the project is reassigned to a new entity</li> <li>\$551 for a grant application or \$1,097 for the application if the project does not generate TIF</li> <li>\$1,097 for a loan application</li> </ul>	<p>1% processing fee for an Act 381 work plan, minimum \$3,000 and max \$20,000</p> <p>1% of the loan amount for a brownfield loan</p>	Applicant pays the BRA's legal fees for brownfield plan amendment and work plan reviews
Kalamazoo County	<p>Based on project investment.</p> <ul style="list-style-type: none"> <li>For projects under \$100,000 investment, the fee is \$500</li> <li>For projects between \$100,000 and \$500,000 investment, the fee is \$1,250</li> <li>For projects over \$500,000 investment, the fee is \$2,500</li> </ul> <p>Fees may be waived at the discretion of the Authority</p>		
City of Kalamazoo	\$5,000 "plan fee" for a site not already in a brownfield plan	10% per David Stegink, but not confirmed on website	
Leelanau County	<p>\$150 Part I application</p> <p>\$150 Part II application</p> <p>\$250 for a special meeting</p>	1% of TIF for a reimbursement agreement, up to \$15,000	
Grand Traverse County	\$500 for a Part I application (BRA makes a go / no go decision based on the Part I application)	1% of TIF for a Part II application, up to \$20,000	
Holland	\$1,300 to be included in the city's brownfield plan. Other fees after brownfield plan are not clear.		
Jackson County	<p>Based on project investment.</p> <ul style="list-style-type: none"> <li>For projects under \$100,000 investment, the fee is \$500.</li> </ul>		Applications accepted for development of a Brownfield Plan shall

	<ul style="list-style-type: none"> <li>For projects between \$100,001 and \$500,000 investment, the fee is \$1,250.</li> <li>For projects over \$500,001 investment, the fee is \$2,500.</li> </ul> <p>Fees may be waived for projects undertaken by local units of government, non-profit organizations or other projects as deemed appropriate by JCBRA Staff and with full JCBRA approval.</p>		include a one-time fee of \$2,500, unless waived by the Authority. Loans processed through the JCBRA will also have closing fees, which will be detailed during the loan application process and closing negotiations.
Ionia County	<p>Based on project investment</p> <ul style="list-style-type: none"> <li>Less than \$1 Million: \$500</li> <li>\$1 Million: \$1,500</li> <li>\$10 Million and over: \$3,000</li> </ul>	Brownfield plan proposals that are approved to use TIF are subject to an administrative fee of up to 5% of the yearly TIF. This shall be the first payment made from the yearly captured tax and it shall be paid annually for the length of the reimbursement period.	
City of Manistee	<ul style="list-style-type: none"> <li>\$2,000 application fee</li> <li>\$1,500 BRA processing fee</li> <li>Grant/loan projects: \$3,000 BRA processing fee OR 2.5% of grant / loan amount, whichever is more, for projects with a grant or loan</li> <li>Up to \$4,000 for an Act 381 work plan (written by the city's consultant)</li> </ul>	1% of TIF revenues up to \$10,000	
Ottawa County	Changed to a \$1,500 application flat fee after using an investment based fee of \$500 - \$3,000.		If applying only for a Phase I, Phase II, and/or BEA, there was no application fee.

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## BROWNFIELD REDEVELOPMENT AUTHORITY (BRA) MEMORANDUM

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**To:** Cascade Township BRA Board

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

**Subject:** Consider Creating a Local Brownfield Revolving Fund (LBRF)

**Meeting Date:** May 6, 2021

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The Local Brownfield Revolving Fund (LBRF) is a capital fund that is used to provide loans or subgrants for eligible activities on eligible Brownfield properties. The LBRF is funded through tax capture on Brownfields where an approved Brownfield Plan has been implemented.

The LBRF may be used to pay for all or part of the cost of environmental assessments for real estate acquisitions. This can be a great program for small businesses or startups that are moving to a new location, but don't have a significant amount of building or redevelopment costs.

The Cascade Brownfield Redevelopment Authority Board should discuss whether they feel creating a LBRF will provide a benefit for the township and future applicants.



# Local Brownfield Funding Facts

Draft 4/29/21

Michigan law gives communities or counties with brownfield redevelopment authorities (BRA) the authority to use tax increment revenues collected through approved brownfield plans for operating and administrative costs, and to set up local funds that can pay for anything considered an “eligible activity” under the Brownfield Redevelopment Financing Act, 1996 PA 381, as amended (Act 381).

**Administration and operations:** Act 381 [Section 13b (7)] allows a BRA to capture tax increment revenues for costs of operating and administering the BRA. This can include staff time for organizing and attending BRA meetings, consulting fees, processing reimbursements under brownfield plans, and so on. A line for administrative fees would be added to each brownfield plan approved by the BRA

**Eligible activities:** The statute provides two ways that a BRA can use tax increment revenues to pay for eligible brownfield activities.

1. A BRA can establish a local brownfield revolving fund (LBRF) under Section 8 (1). The BRA can capture tax increment revenue for the duration of an approved brownfield plan, and/or for up to five years after the project expenses in the brownfield plan are fully reimbursed. An LBRF can pay for any eligible brownfield activities (environmental costs, demolition, and lead/asbestos abatement).
2. If the BRA does not want to establish an LBRF but wants to help developers with transactional costs for buying property, Section 13b (7) says the BRA can use its administrative fees for environmental activities that are authorized to happen before a brownfield plan is approved (Phase I and II investigations, baseline environmental assessments, and due care plans).

There are some advantages to having a local fund for eligible activities. Local funds are controlled locally, and can issue loans or grants for eligible brownfield expenses for redevelopment projects under its own process and timeline, without competing or waiting for state or federal assistance. BRAs can establish their own guidelines and rules for LBRF or administrative fees eligibility to encourage particular redevelopment priorities – for example, a nonprofit might get a grant while a business gets a low interest loan; a business constructing a LEED building might get a grant while a non-LEED building owner gets a loan; the BRA can help bring affordable housing to the community with incentives.

This table and the following scenarios demonstrate the different uses and outcomes of tax increment revenues collected for administration and an LBRF.

What can it do?	LBRF	Administrative fees
Pays for costs to develop brownfield plans and work plans	Yes	Yes
Pays for BRA operating and administrative costs	No	Yes
Pays for Phase I and Phase II investigations	Yes	Yes
Pays for Baseline Environmental Assessments and due care planning for new owners	Yes	Yes

Pays for environmental cleanup, vapor intrusion mitigation, removal of contaminated soil, removal of underground storage tanks	Yes	No
Can be used on sites that are owned by anyone – government or private sector	Yes	Yes
When can tax revenues be collected for the fund?	During tax capture and/or for five years after tax revenues are collected for eligible costs in a brownfield plan	For the duration of the brownfield plan
How much can be collected?	Total local taxes captured can't exceed the amount captured for all eligible activities in the brownfield plan. Total state school taxes captured can't exceed the amount of eligible environmental costs. The statute does not allow state school taxes for non-environmental eligible activities to be captured for an LBRF.	Depends on the number of active brownfield projects. \$100,000 / year for a BRA with five or fewer projects, \$125,000 / year for six to 11 projects.
What happens if the BRA doesn't spend the money?	The BRA would distribute the money to the taxing jurisdictions.	The BRA would distribute the money to the taxing jurisdictions.

Many BRAs have both administrative fees and an LBRF. Administrative fees can be a percentage of annual tax increment revenues, or may be a flat rate. Tax increment revenues collected for an LBRF can be a percentage or flat rate of tax revenues and collected at the same time as eligible expenses are being repaid, or can be up to 100% of the tax increment revenues for up to five years after eligible costs are repaid. Below are some example scenarios based on \$50,000 per year of tax increment revenues and \$200,000 of eligible expenses.

Option 1: 1% (\$500) Administrative and/or LBRF fee: Eligible expenses are repaid at \$49,500/year for four years and a final payment of \$2,000 in year five. Five years at this rate totals \$2,500.

Option 2: 10% (\$5,000) Administrative and/or LBRF fee: Eligible expenses are repaid at \$45,000/year for four years and a final payment of \$20,000 in year five. Five years at this rate totals \$25,000.

Option 3: \$7,500 flat Administrative and/or LBRF fee: Eligible expenses are repaid at \$42,500/year for four years and a final payment of \$30,000 in year five. Five years at this rate totals \$37,500.

Option 4: LBRF at end of project: Eligible expenses are repaid at \$50,000 a year for four years. LBRF can be collected for up to four years at up to \$50,000 per year. Maximum tax increment revenues for LBRF totals \$200,000, equal to the amount captured for eligible expenses.

Option 5: Any of the above can be combined.

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## BROWNFIELD REDEVELOPMENT AUTHORITY (BRA) MEMORANDUM

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**To:** Cascade Township BRA Board

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

**Subject:** Review and Consider the Robinson Dental Brownfield Plan

**Meeting Date:** May 6, 2021

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The next step for the Robinson Dental project is the Brownfield Redevelopment Authority must review and consider approving the brownfield plan. The Brownfield Plan will allow the township to repay the EGLE loan with tax increment financing.

Brownfield Plans are adopted for a specific project and includes details on the project, eligible activities and estimated costs, proposed investment along with other information.

Once the BRA approves this plan, staff will schedule a public hearing, to be held at a township board meeting, notify the public and local taxing jurisdictions of the proposed plan and public hearing date, and make the plan available for public viewing. Staff has tentatively scheduled the public hearing for May 26 if the BRA approves the plan.



**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: \_\_\_\_\_**  
**Approved by the governing body of the local jurisdiction on: \_\_\_\_\_**

**Prepared by:**

**ENVIROLOGIC TECHNOLOGIES, INC.  
2960 Interstate Parkway  
Kalamazoo, MI 49048  
269.342.1100  
[www.envirollogic.com](http://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 \$37,875. It is projected that these costs will be reimbursable using school and local tax increment revenues.

Administrative costs of the Authority are also an eligible activity projected at 1% of the available tax increment each year for an estimated total of \$4,539 over the term of the Plan.

## 2.2 Summary of Eligible Activities

Eligible activities including 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 and up to five full years of tax increment is placed in the **Local Brownfield Revolving Fund** or 30 years, whichever occurs first. 

## **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 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 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

EGLE Eligible Activities Costs and Schedule		
EGLE Eligible Activities	Cost	Completion Season/Year
<b>Department Specific Activities</b>		
<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</i>	\$22,700	2021
		
<b>EGLE Eligible Activities Sub-Total</b>	<b>\$323,808</b>	
<b>Contingency (15 % of loan-eligible costs)</b>	\$23,823	2021
<b>Interest (1.5% of loan costs)</b>	\$23,823	2022-29
<b>Brownfield Plan and/or Work Plan Preparation</b>	\$20,000	2020-21
<b>Brownfield Plan and/or Work Plan Implementation</b>		
<b>EGLE Eligible Activities Total Costs</b>	<b>\$862,875</b>	<b>2020–21</b>

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

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



**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

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

\*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

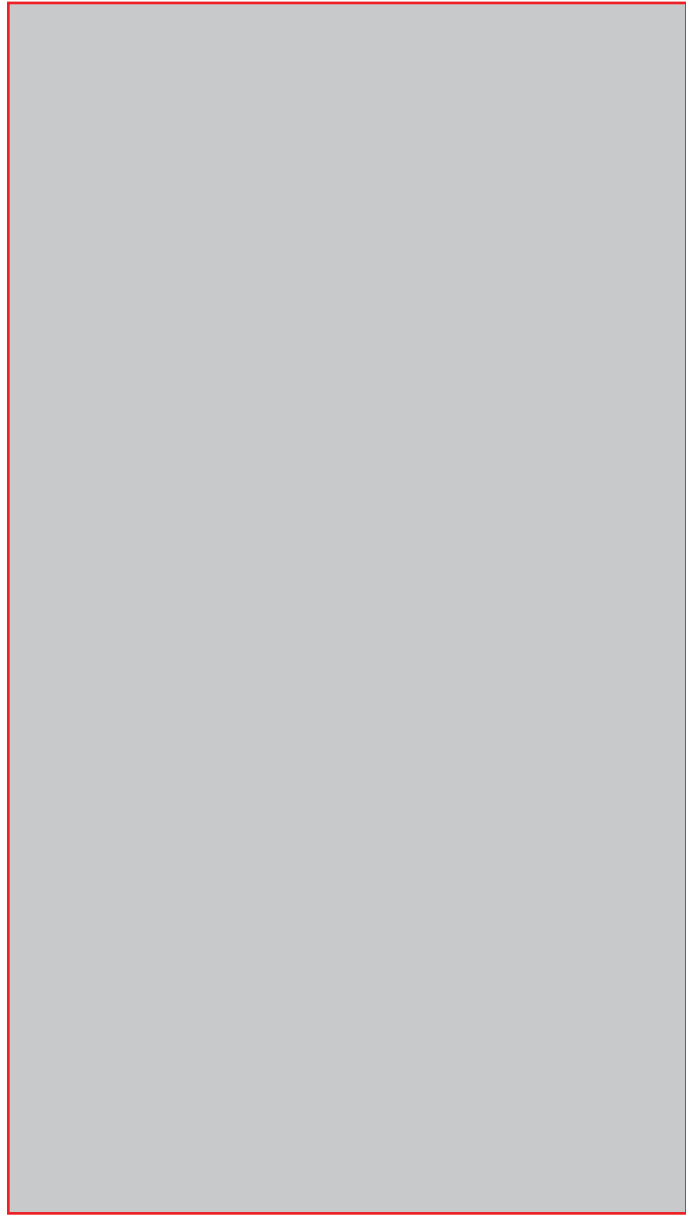
**Equipment Specialist:** Todd Mears (S)

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
<i>SYNTHESIS STIRIL CLEAN SIDE</i>								
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

<b>Eligible Activities</b>	<b>Estimated Cost - Coco Properties</b>	<b>Estimated Cost - EGGLE Loan</b>
<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
<b>TOTAL COSTS OF ELIGIBLE ACTIVITIES</b>	<b>\$ 48,605.00</b>	<b>\$ 275,203.00</b>
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
<b>TOTAL REIMBURSEMENTS</b>	<b>\$ 68,605.00</b>	<b>\$ 366,901.00</b>
Captured and Disbursed to State Redevelopment Fund		
Additional Capture for LBRF		
<b>Total</b>	<b>\$ 68,605.00</b>	<b>\$ 366,901.00</b>

**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	\$ -	
<b>School Capture</b>															
	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
<b>School Total</b>	<b>23.8467</b>	<b>\$ 28,876</b>	<b>\$ 29,186</b>	<b>\$ 29,499</b>	<b>\$ 29,815</b>	<b>\$ 30,135</b>	<b>\$ 30,457</b>	<b>\$ 30,783</b>	<b>\$ 31,112</b>	<b>\$ 31,445</b>	<b>\$ 31,780</b>	<b>\$ 32,119</b>	<b>\$ 32,462</b>	<b>\$ 32,808</b>	<b>\$ 400,477</b>
<b>Local Capture</b>															
	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
<b>Local Total</b>	<b>19.2209</b>	<b>\$ 23,275</b>	<b>\$ 23,524</b>	<b>\$ 23,777</b>	<b>\$ 24,032</b>	<b>\$ 24,289</b>	<b>\$ 24,549</b>	<b>\$ 24,812</b>	<b>\$ 25,077</b>	<b>\$ 25,345</b>	<b>\$ 25,616</b>	<b>\$ 25,889</b>	<b>\$ 26,165</b>	<b>\$ 26,444</b>	<b>\$ 322,792</b>
<b>Non-Capturable Millages</b>															
	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
<b>Total Non-Capturable Taxes</b>	<b>6.6500</b>	<b>\$ 8,052</b>	<b>\$ 8,139</b>	<b>\$ 8,226</b>	<b>\$ 8,314</b>	<b>\$ 8,404</b>	<b>\$ 8,493</b>	<b>\$ 8,584</b>	<b>\$ 8,676</b>	<b>\$ 8,769</b>	<b>\$ 8,862</b>	<b>\$ 8,957</b>	<b>\$ 9,052</b>	<b>\$ 9,149</b>	<b>\$ 111,679</b>
<b>Total Tax Increment Revenue (TIR) Available for Capture</b>		<b>\$ 52,151</b>	<b>\$ 52,710</b>	<b>\$ 53,276</b>	<b>\$ 53,847</b>	<b>\$ 54,424</b>	<b>\$ 55,007</b>	<b>\$ 55,595</b>	<b>\$ 56,189</b>	<b>\$ 56,790</b>	<b>\$ 57,396</b>	<b>\$ 58,008</b>	<b>\$ 58,627</b>	<b>\$ 59,251</b>	<b>\$ -</b>

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)



**ATTACHMENT A**

**BROWNFIELD PLAN RESOLUTION AND COPIES OF REQUIRED NOTIFICATIONS**



## NOTICE TO ALL TAXING JURISDICTIONS

The Cascade Charter Township Board proposes to approve a Brownfield Plan for the redevelopment of property located at 5749 28<sup>th</sup> 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 \_\_\_\_\_, 2021 meeting of the Cascade Charter Township Board held at 7 pm 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.

Dated:

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 28<sup>TH</sup> 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 \_\_\_\_\_ day of \_\_\_\_\_, 2021, at approximately 7 p.m., Eastern Daylight time at the Cascade Township Branch of Kent District Library-Wisner Center, 2870 Jacksmith Drive to receive public comment on a Brownfield Redevelopment Plan to include therein the property located at 5749 28<sup>th</sup> Street SE in Cascade Charter Township, Michigan. 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 2865 Thornhills Avenue 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

**RESOLUTION #**

**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 at the Cascade Township Branch of Kent District Library-Wisner Center, 2870 Jacksmith Drive on Wednesday, the \_\_\_\_\_ day of \_\_\_\_\_, 2021 at 7:00 pm.

PRESENT:

ABSENT:

MOTION BY:

SUPPORTED BY:

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 the ability to arrange the financing;
- 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:

NAYES:

ABSTAINED:

**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 \_\_\_\_\_ day of \_\_\_\_\_, 2021, the original of which is on file in my office.

IN WITNESS WHEREOF, I have hereunto set my official signature this \_\_\_\_ day of \_\_\_\_\_, 2021.

---

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 \_\_\_\_\_, 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 2865 Thornhills Avenue SE, Grand Rapids, MI 49546-7192 (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 and proposes to adopt a Brownfield Plan (the "Plan"), pursuant to the provisions of PA, 1996, Act 381, being MCL 125.2651, et seq., (the "Act"); 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 28<sup>th</sup> 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 qualified 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; 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; and the Eligible Costs shall 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 Brownfield Redevelopment 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 or this Agreement conflict with Act 381, Act 381 controls.

3. **The Grant and Loan**. The Cascade Township Brownfield Redevelopment 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 this project and subject to a Contract between the Cascade Township BRA 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. **Letter of Credit**. To secure the EGLE Loan, the Township BRA and Cascade Township will require a Letter of Credit to the benefit of both Cascade Township and the Cascade Township BRA. 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 Township BRA 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 Township BRA 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 Township BRA has fully repaid the EGLE Loan which shall be no more than 15 years following implementation of the Loan.

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

**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.

**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, proof of payment and detailed invoices for the costs involved for each Eligible Activity. The Developer shall cooperate with the Township BRA and its consultants to prepare appropriate documentation for EGLE. Not less than on a quarterly basis, and after Authority Staff Review and approval by EGLE, and only after receipt of funds from EGLE, the Township shall 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, 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". 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 that are generated from the Property in accordance with the Plan to the extent that taxes have been captured and are available in that fiscal year. 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 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 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.

**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.

**9.6 Early Loan Payoff:** Following biannual reimbursement of administrative (Brownfield Plan Implementation) and/or developer expenses, the Township shall utilize

the remaining biannual TIR to make payments against the principal and interest of the EGLE Loan, even if a loan payment is not scheduled for that year. This shall continue until the EGLE Loan is fully repaid.

**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 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 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 parcels of property included in the Brownfield 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 local unit in compliance with any tax appeal rulings, or will make payments pursuant to Section 7 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, 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 indemnifies 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 expense. 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.

**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" 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 for thirty (30) days after written notice thereof shall have been given to the Developer by the Authority.

**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 the Act. 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, then the Developer's rights and the Authority's obligations under this Agreement may be modified accordingly by agreement of the parties.

**17. Freedom of Information Act.** Developer stipulates that all Petitions 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 Petitions and supporting documentation.

**18. Plan Modification.** The Plan and this Agreement may be modified to the extent allowed under the Act by 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  
2865 Thornhills Avenue SE  
Grand Rapids, MI 49546-7192

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 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.

**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. 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 \_\_\_\_\_

\_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

**Coco Properties, LLC**

\_\_\_\_\_

By \_\_\_\_\_

\_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

DRAFT

DRAFT

DRAFT

**ATTACHMENT C**

**INTERLOCAL OR OTHER AGREEMENTS**



**INTERLOCAL AGREEMENT  
TO USE LOCAL TAX INCREMENT REVENUES FOR  
THE ROBINSON DENTAL  
BROWNFIELD REDEVELOPMENT PROJECT  
5749 28<sup>TH</sup> 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 381 of 1980, as amended (Act 450); 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 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 now wish to enter into this Interlocal Agreement to transfer the DDA tax increment revenues generated by the redevelopment of the property located at the 5749 28<sup>th</sup> Street SE parcel identification number **41-19-08-351-033** and any future assigned property identification numbers associated with this parcel ("Eligible Property") to the BRA to reimburse the Act 381 "Eligible Activities" pursuant to the Robinson Dental Development Brownfield Redevelopment Plan ("Plan"); and

**THEREFORE**, the DDA and BRA agree as follows:

1. **Transfer and Use of Tax Increment Revenues.** Only upon affirmative vote by the BRA, and the Cascade Township Board (Board) approving the Plan, shall the tax increment revenues captured by the DDA generated by the eligible property be transferred to the BRA to reimburse approved eligible activities, BRA administration fees and the Local Brownfield Revolving Fund.
2. **Limitation to Tax Increment Revenues from Eligible Property.** The DDA shall only transfer to the BRA the tax increment revenues generated by the eligible 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. Upon conclusion or dissolution of the

brownfield plan, all tax increment revenues generated by the eligible property shall be captured 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 eligible properties until such time as all obligations of the approved Plan have been satisfied.

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 enforceable, 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 eligible property to reimburse eligible activities, BRA administration fees and the Local Brownfield Revolving Fund shall begin once tax increment revenues are collected from the eligible property for taxes levied after July 1, 2022, which will occur after the official approval of the Plan by the Township Board. This contract extends until all obligations under this contract 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 \_\_\_\_ day of \_\_\_\_\_, 202\_ and was signed by the Chairperson and Secretary on the \_\_\_\_ day of \_\_\_\_\_, 202\_.

Witnesses

CASCADE TOWNSHIP DDA

\_\_\_\_\_

\_\_\_\_\_

Chairperson

\_\_\_\_\_

\_\_\_\_\_

Secretary

Subscribed and sworn to before me on this \_\_\_\_ day of \_\_\_\_\_, 202\_

\_\_\_\_\_  
\_\_\_\_\_

Notary Public, Kent County

My commission expires:

This agreement was approved by the Cascade Township Brownfield Redevelopment Authority. The Chairperson and Secretary were authorized to sign this Agreement on the \_\_\_\_ day of \_\_\_\_\_, 202\_ and was signed by the Chairperson and Secretary on the \_\_\_\_ day of \_\_\_\_\_, 202\_.

Witnesses

CASCADE TOWNSHIP BROWNFIELD  
REDEVELOPMENT AUTHORITY

\_\_\_\_\_

\_\_\_\_\_  
Chairperson

\_\_\_\_\_

\_\_\_\_\_  
Secretary

Subscribed and sworn to before me on this \_\_\_\_ day of \_\_\_\_\_, 202\_

\_\_\_\_\_

\_\_\_\_\_

Notary Public, Kent County

My commission expires:

**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 28<sup>th</sup> 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.

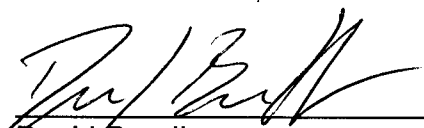
The BEA is only for the legal entity and property identified in the BEA and on the BEA Submittal Form. Each new legal entity that becomes the owner or operator of this facility must submit their own BEA.

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:

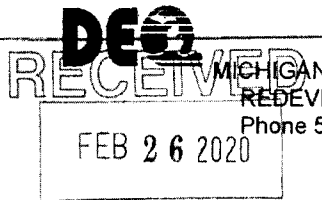


David Bandlow

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: COCO PROPERTIES, LLC

Address: 8117 Ashwood Dr. SE

City: Ada State: MI ZIP: 49301

Contact Person (Name & Title): Elizabeth Robinson - member

Telephone: \_\_\_\_\_

Email: dr\_bethrob@yahoo.com

Contact for BEA questions if different from submitter:  
Name & Title: David A. Stegink - Manager of Redevelopment Services

Company: Envirologic Technologies, Inc.

Address: 2960 Interstate Parkway

City: Kalamazoo State: MI ZIP: 49048

Telephone: (269) 342-1100

Email: stegink@envirologic.com

**Section B: Property Information**

Street Address of Property: 5749 28th Street Southeast

City: Grand Rapids State: MI Zip: 49546

Property Tax ID (include all applicable IDs):  
41-19-08-351-033

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):

	Former	Current	Prospective
Owner	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Operator	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

County: Kent

City/Village/Township: Cascade Township

Town: 6 N Range: 10 W Section 8

Quarter: SW 1/4 Quarter-Quarter: SW 1/4 of the SW 1/4

Decimal Degrees Latitude: 42.914748

Decimal Degrees Longitude: -85.527384

Reference point for latitude and longitude:  
Center of site  Main/front door   
Front gate/main entrance  Other

Collection method:  
Survey  GPS  Interpolation

**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: \_\_\_\_\_

Property - Leaking Underground Storage Tank regulated pursuant to Part 213

Part 211/213 Facility ID, if known: \_\_\_\_\_

Oil or gas production and development regulated pursuant to Part 615 or 625

Licensed landfill regulated pursuant to Part 115

Licensed hazardous waste treatment, storage, or disposal facility regulated pursuant to Part 111

**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](http://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 28<sup>th</sup> 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:

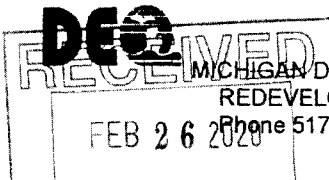
A handwritten signature in black ink, appearing to read "David Bandlow", is written over a solid horizontal line.

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>	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</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>												
<table border="0"> <tr> <td></td> <td>Former</td> <td>Current</td> <td>Prospective</td> </tr> <tr> <td>Owner</td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>Operator</td> <td><input type="checkbox"/></td> <td><input checked="" type="checkbox"/></td> <td><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"/>	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"/>
	Former	Current	Prospective										
Owner	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>										
Operator	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<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	<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/deqrd](http://www.michigan.gov/deqrd).

---

## BROWNFIELD REDEVELOPMENT AUTHORITY (BRA) MEMORANDUM

---

**To:** Cascade Township BRA Board

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

**Subject:** Discuss and Consider Virtual or In Person (Hybrid) Meetings

**Meeting Date:** May 6, 2021

---

At the April meeting, the BRA board members decided they would like to decide on virtual vs. In-Person (Hybrid) meetings on a month-by-month basis.

The Township now has the ability to hold in-person/hybrid meetings at the Wisner Center. The hybrid meeting consists of the board and staff attending in person but also gives us the capability to continue Zoom virtual meetings for residents/applicants or even board members who are unable to attend in person.

Kent County extended an emergency order to allow municipalities the ability to continue virtual meetings until June 30, 2021.

Staff is looking for direction regarding the next BRA board meeting and if it will be virtual or Hybrid.