CITY OF PLYMOUTH

BROWNFIELD REDEVELOPMENT AUTHORITY

MEETING AGENDA

April 11, 2019
8:30 a.m.

PLYMOUTH CITY HALL
201 S. Main
Plymouth, MI 48170

1) Call to Order – Colleen Pobur, Chair

2) Approval of Minutes – February 28, 2019

3) Proposed Mill Street Towns Brownfield Plan

4) Proposed Mill Street Towns Reimbursement Agreement

5) 2018-19 Proposed Brownfield Budget Amendments

6) 2019-20 Proposed Brownfield Budget

7) Other Matters

8) Adjournment
1. CALL TO ORDER
Chair Colleen Pobur called the meeting to order at 8:00 a.m.

PRESENT: Chairperson Colleen Pobur, Member Dennis Bila, Member Alan Deal, Member and City Manager Paul Sincock

ALSO PRESENT: Community Development Director John Buzvis and Finance Director John Scanlon

2. APPROVAL OF MINUTES – DECEMBER 7, 2018
It was moved by Bila and seconded by Sincock to approve the minutes of the December 7, 2018 meeting.

MOTION PASSED

3. MDEQ GRANT AND LOAN SUPPORT
Scanlon explained the circumstances that require an update of the MDEQ grant application for the 100 S. Mill property, including updating the grant amount from $600,000 to $1,000,000 and extending the date for the termination of grant and loan support. Sincock made the following motion, seconded by Bila:


WHEREAS At their regularly scheduled meeting on October 10, 2018, The City of Plymouth Planning Commission approved the final site-plan and granted final PUD approval for 76 attached, single-family, townhomes to be developed by Pulte of Michigan at 100 S. Mill Street “Project”), and

WHEREAS The City of Plymouth, submitted a grant and loan proposal to the Michigan Department of Environmental Quality (MDEQ), and

WHEREAS The City of Plymouth was notified on November 5, 2018 that MDEQ was supportive of the Project and is willing to provide a $600,000 Brownfield Redevelopment Grant and a $1 million Brownfield Redevelopment Loan for the eligible environmental activities, and

WHEREAS The City of Plymouth submitted the formal grant and loan application to the MDEQ on January 5, 2019, and
WHEREAS The MDEQ notified the City of Plymouth on January 15, 2019 that the awarded grant amount was increased from $600,000 to $1,000,000 and requested the City of Plymouth submit an updated application package, and

WHEREAS The City of Plymouth have reviewed this matter and have determined that it is financially able and willing to accept a loan of up to $1,000,000 and a grant of up to $1,000,000 from the MDEQ secured with a Letter of Credit from Pulte of Michigan, in addition to the future tax increment revenues that may be captured through the Brownfield Plan, and

WHEREAS The developer is in the process of finalizing a Brownfield Plan and Reimbursement Agreement for the Project and will provide that to the City of Plymouth Brownfield Redevelopment Board for its review, consideration and approval, and

WHEREAS The Project is consistent with local development plans and zoning ordinances, and

WHEREAS The City of Plymouth supports the loan and grant application to the MDEQ, for a $1,000,000 loan and a $1,000,000 grant for the site located at 100 South Mill Street and Project,

NOW THEREFORE BE IT RESOLVED THAT the City of Plymouth hereby accepts and commits to repay a loan up to $1,000,000 secured through a Letter of Credit by Pulte of Michigan, and future tax increment revenues that may be captured through a Brownfield Plan, for the site and Project, described above, with funds to be issued and managed by the City of Plymouth

NOW BE IT FURTHER RESOLVED THAT The City of Plymouth hereby accepts grant funding of up to $1,000,000 secured through a Letter of Credit by Pulte of Michigan, and future tax increment revenues that may be captured through a Brownfield Plan, for the Project described above, with funds to be issued and managed by the City of Plymouth

NOW BE IT FURTHER RESOLVED THAT the City of Plymouth will terminate this support and acceptance of Loan and Grant funding for the project described absent an approved Brownfield Plan and Reimbursement Agreement on or by May 6, 2019.

MOTION PASSED

6. OTHER MATTERS
None

7. ADJOURNMENT
Hearing no further discussion, Pobur asked for a motion to adjourn. A motion to adjourn was made by Bila and seconded by Deal for adjournment of the meeting at 9:12 a.m.

MOTION PASSED

Respectfully submitted,

Paul J. Sincock
Recording Secretary
CITY OF PLYMOUTH
RES. #2019-07

ACCEPTANCE OF BROWNFIELD REDEVELOPMENT LOAN AND GRANT BY THE CITY OF PLYMOUTH FROM THE MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY


WHEREAS At their regularly scheduled meeting on October 10, 2018, The City of Plymouth Planning Commission approved the final site-plan and granted final PUD approval for 76 attached single-family, townhomes to be developed by Pulte of Michigan at 100 S. Mill Street (“Project”), and

WHEREAS The City of Plymouth, submitted a grant and loan proposal to the Michigan Department of Environmental Quality (MDEQ), and

WHEREAS The City of Plymouth was notified on November 5, 2018 that the MDEQ was supportive the Project and is willing to provide a $600,000 Brownfield Redevelopment Grant and a One Million Dollar Brownfield Redevelopment Loan for the eligible environmental activities, and

WHEREAS The City of Plymouth submitted the formal grant and loan application to the MDEQ on January 5, 2019, and

WHEREAS The MDEQ notified the City of Plymouth on January 15, 2019 that the awarded grant amount was increased from $600,000 to $1,000,000 and they requested that the City of Plymouth submit an updated application package, and

WHEREAS The City of Plymouth have reviewed this matter and have determined that it is financially able and willing to accept a loan of up to $1,000,000 and a grant of up to $1,000,000 from the MDEQ secured with a Letter of Credit from Pulte of Michigan, in addition the future tax increment revenues that may be captured through the Brownfield Plan, and

WHEREAS The Developer is in the process of finalizing a Brownfield Plan and Reimbursement Agreement for the Project and will provide that to the City of Plymouth Brownfield Redevelopment Board for its review, consideration and approval, and

WHEREAS The Project is consistent with local development plans and zoning ordinances, and

WHEREAS The City of Plymouth supports the loan and grant application to the MDEQ, for a $1,000,000 loan and a $1,000,000 grant for the site located at 100 South Mill Street and the Project.
NOW THEREFORE BE IT RESOLVED THAT the City of Plymouth hereby accepts and commits to repay a loan up to $1,000,000 secured through a Letter of Credit by Pulte of Michigan, and future tax increment revenues that may be captured through a Brownfield Plan, for the site and Project, described above, with funds to be issued and managed by the City of Plymouth.

BE IT FURTHER RESOLVED THAT the City of Plymouth hereby accepts grant funding of up to $1,000,000 secured through a Letter of Credit by Pulte of Michigan, and future tax increment revenues that may be captured through a Brownfield Plan, for the Project described above, with funds to be issued and managed by the City of Plymouth.

BE IT STILL FURTHER RESOLVED the City of Plymouth will terminate this support and acceptance of Loan and Grant funding for the Project described absent an approved Brownfield Plan and Reimbursement Agreement on or before May 6, 2019. Further, this Resolution of Support will supersede any previous Resolution of Support related to the Project that was adopted by the City Commission.

I, Maureen A. Brodie, City Clerk for the City of Plymouth, Michigan, do hereby certify the foregoing to be a true and correct copy of a resolution adopted by the Plymouth City Commission at their regular meeting scheduled on Monday, February 18, 2019.

Maureen A. Brodie,
MAUREEN A. BRODIE, CMC, CMMC
CITY CLERK
CITY OF PLYMOUTH, MICHIGAN
MEMORANDUM

Date: April 9, 2019
To: Brownfield Redevelopment Authority Board Members
From: John Scanlon, Finance Director and John Buzuvis, Community Development Director
Subject: Mill Street Towns Brownfield Plan

Issue: Mill Street Towns Brownfield

Analysis: Please find attached the Brownfield Plan, as well as Reimbursement Agreement for Mill Street Towns (100 S. Mill). The plan and reimbursement agreement have been reviewed and approved by both our Brownfield Attorney (Plunket Cooney) and Environmentalist (SME).

The Mill Street Towns plan is a ten-year $3,088,639 plan, of which $1 million will be paid with by a state grant through the Michigan Department of Environmental Quality (MDEQ) and $2,088,639 will be reimbursed with a TIF (Tax Increment Financing) capture. The plan includes three percent simple interest due to the developer over the life of the Brownfield on outstanding balance.

This project is a transformational project connecting Old Village with the City’s Downtown. If you have any questions, feel free to contact either John Buzuvis or myself.

Requested Action: Approve the Mill Street Towns Plan and Reimbursement Agreement

Attachment(s): Mill Street Towns Plan and Reimbursement Agreement
CITY OF PLYMOUTH
BROWNFIELD REDEVELOPMENT AUTHORITY

BROWNFIELD PLAN

MILL STREET TOWNS
LOCATED AT 100 S MILL STREET
PLYMOUTH, MICHIGAN

March 26, 2019

Approved by BRA:
Approved by City Council:

Prepared on Behalf of:
Pulte Homes of Michigan, LLC
100 Bloomfield Hills Parkway, Suite 150
Bloomfield Hills, MI 48304
Contact Person: Mr. Chris Plumb
Telephone: (248) 908-5052
Email: chris.plumb@pulte.com

Prepared By:
PM Environmental, Inc.
4080 West Eleven Mile Road
Berkley, Michigan 48072
Contact Person: Elizabeth Masserang
Telephone: (248) 414-1441
Email: masserang@pmenv.com
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Appendix A  Legal Description
Appendix B  Property Location Boundary
Appendix C  Preliminary Site Plans and Renderings
Appendix D  Documentation of Eligibility

TABLES

Table 1: Estimated Costs of Eligible Activities
Table 2: Tax Increment Revenue Capture Estimates
Table 3: Tax Increment Reimbursement Estimates
PROJECT SUMMARY

Project Name: Mill Street Towns

Project Location: The property is located at 100 South Mill Street in Township one south (T.1S), Range eight east (R.8E), Section 26, Plymouth, Wayne County Michigan 48170 (the "Property").

Type of Eligible Property: The property is determined to be a "facility" under Part 201, as amended.

Eligible Activities: Pre-Approved Activities, Department Specific Activities, Demolition, and Preparation of a Brownfield Plan and Act 381 Work Plan.

Developer Reimbursable Costs: $2,088,639 (includes eligible activities, 15% contingency, and 3% simple interest)

Years to Complete Reimbursement: 8 Years from start of capture

Estimated Capital Investment: Approximately $18-20 million (including Acquisition, Hard and Soft Costs)

Project Overview: The proposed redevelopment includes the new construction of 76 new residential townhomes with an approximately $18-20 million investment. As the property is currently vacant and has been for decades, the proposed redevelopment will bring the property to safe and successful reuse, increase the taxable value of the subject property and will subsequently increase the taxable values of surrounding properties. Additionally, this will create approximately 20 construction jobs. The project is anticipated to break ground in the spring of 2019. The project recently received unanimous site plan approval.
I. INTRODUCTION AND PURPOSE

In order to promote the revitalization of environmentally distressed, historic, functionally obsolete and blighted areas within the boundaries of Plymouth ("the City"), the City has established the Plymouth Brownfield Redevelopment Authority (PBRA) the "Authority" pursuant to the Brownfield Redevelopment Financing Act, Michigan Public Act 381 of 1996, as amended ("Act 381").

The purpose of this Brownfield Plan (the "Plan") is to promote the redevelopment of and investment in the eligible "Brownfield" Property within the City and to facilitate financing of eligible activities at the Brownfield Property. Inclusion of Brownfield Property within any Plan in the City will facilitate financing of eligible activities at eligible properties, and will provide tax incentives to eligible taxpayers willing to invest in revitalization of eligible sites, commonly referred to as "Brownfields." By facilitating redevelopment of the Brownfield Property, this Plan is intended to promote economic growth for the benefit of the residents of the City and all taxing units located within and benefited by the Authority.

The identification or designation of a developer or proposed use for the Brownfield Property that is subject to this Plan shall not be integral to the effectiveness or validity of this Plan. This Plan is intended to apply to the eligible property identified in this Plan and, to identify and authorize the eligible activities to be funded. Any change in the proposed developer or proposed use of the eligible property shall not necessitate an amendment to this Plan, affect the application of this Plan to the eligible property, or impair the rights available to the Authority under this Plan.

This Plan is intended to be a living document, which may be modified or amended in accordance with and as necessary to achieve the purposes of Act 381. The applicable sections of Act 381 are noted throughout the Plan for reference purposes.

This Brownfield Plan contains information required by Section 13(1) of Act 381, as amended.

II. GENERAL PROVISIONS

A. Description of the Eligible Property (Section 13 (2)(h)) and Project

The Eligible Property consists of a 10-acre portion of one (1) legal parcel totaling approximately 15.36 acres with a street address of 100 South Mill Street, Plymouth, Michigan. The parcels and all tangible personal property located thereon will comprise the eligible property and is referred to herein as the "Property." The parcel legal description can be found in Appendix A and the Property Map saved in Appendix B outlines the Eligible Property boundaries.

The Property is located off the Main Street corridor, bounded by a strip mall to the north, residences to the east, light industrial properties to the south, and multi-family residential condominiums to the west. Individual parcel information is outlined below.

<table>
<thead>
<tr>
<th>Property Address</th>
<th>Parcel ID</th>
<th>Approximate Acreage</th>
<th>Eligibility</th>
</tr>
</thead>
<tbody>
<tr>
<td>100 South Mill Street</td>
<td>Portion of 006-09-0643-300</td>
<td>10 acres</td>
<td>Facility</td>
</tr>
</tbody>
</table>

Pulte Homes of Michigan, a development subsidiary of PulteGroup, or any affiliate, or such other developer as approved by the Authority, are collectively the project developer ("Developer").
PulteGroup is an $8 billion Fortune 500 company that operates in 50 of the largest housing markets across the United States. Pulte Homes of Michigan, a subsidiary of PulteGroup, has operated in the Detroit market for more than 70 years and currently has approximately $170 million invested in land, development, and new home construction across the Detroit and Ann Arbor markets. PulteGroup is 100% self-funded and will not require additional outside capital or lender participation. Pulte Homes of Michigan has received internal preliminary approval from Corporate Asset Management Committee (AMC) to invest in the redevelopment of Mill Street Towns.

The parcel is currently zoned I-2, Heavy Industrial. The Property is not currently occupied, however, the floor and several walls associated with a former manufacturing building are present in the central portion of the Property. The Property will be re-zoned to Planned Unit Development (PUD).

Standard and other historical sources documented that the first developed use of the subject property occurred prior to 1914 with a canning factory in the northwestern portion of the property. The canning factory was vacated in 1918 and demolished by 1927. Several dwellings were constructed by 1937 in the eastern and southeastern portions. The dwellings were demolished as the former manufacturing building, which was originally located on the northeastern portion of the property, was expanded onto the subject property in the 1960s. Several additions were made to the former manufacturing building through 1965, and renovations completed in 1969. The subject property was occupied by Bathef Manufacturing Co., a manufacturer of vertical blinds and cabinets, from at least 1950 until 2002, and the buildings were demolished between 2007 and 2010. The subject property has been vacant since.

The Property’s legal description is included in Appendix A. Property location maps are included in Appendix B.

The project will include construction of 76 new townhomes varying from three-unit buildings to six-unit buildings with three and four bedrooms each. Each townhome will consist of approximately 1,600 to 2,000 square feet. The buildings will be designed with a transitional urban feel to assist in tying into the surrounding area, including porches facing the street and garage access on the back of the buildings.

The remainder of the subject property will consist of communal greenspace, walkways, parking, and areas for seating and bike parking. The development will provide a connection between Main Street and downtown via a walking path and to Hines Park via a pedestrian crossing. Trees and landscaping will create a park-like setting throughout the development.

Construction activities are anticipated to begin in Spring 2019. Development will continue over a two to three year period. Approximately 20 construction jobs are anticipated to be created as part of the project.

Preliminary site plans and renderings are included in Appendix C.

B. **Basis of Eligibility (Section 13 (2)(h) and Section 2(o))**

The Property is considered “Eligible Property” as defined by Act 381, Section 2 because: (a) it was previously utilized or is currently utilized for a commercial purpose; and, (b) the parcel comprising the Property has been determined to be a “facility” by previous Phase I and Phase II Environmental Site Assessments. Based on these analytical results, the Property is classified as
a "facility," as defined by part 201 of P.A. 451 of the Michigan Natural Resources Environmental Protection Act (NREPA), as amended.

Between July 2012 and August 2018, PM conducted site investigation activities including the advancement of 68 soil borings, the installation of 28 permanent and/or temporary monitoring wells, the installation of 21 soil gas points and the completion of 31 test pits. During the site investigation activities, PM collected numerous soil, groundwater, and soil gas samples for laboratory analysis of Volatile Organic Compounds (VOCs), polynuclear aromatic compounds (PNAs), polychlorinated biphenyls (PCBs), Michigan ten metals (arsenic, barium, cadmium, chromium, copper, lead, mercury, selenium, silver, and zinc), hexavalent chromium, and various perfluorinated compounds (PFCs).

Various VOCs, PNAs, and/or metals have been identified in the soil, groundwater, and/or soil gas samples collected on the subject property in exceedance of the Part 201 Residential and Nonresidential cleanup criteria and/or Site Specific Volatilization or Indoor Air Inhalation Criteria (VIAC). Therefore, the subject property is a facility under Part 201 of P.A. 451, as amended, and the rules promulgated thereunder.

No underground storage tanks (UTSs) are currently known to be present on the subject property.

According to Section 20101(1)[s] of Part 201 a "facility" means any area, place, or property where a hazardous substance in excess of the concentrations that satisfy the cleanup criteria for unrestricted residential use has been released, deposited, disposed of, or otherwise comes to be located. The subject property is a "facility" as defined under Part 201, based on concentrations identified in soil and groundwater identified during previous site investigations.

Additional documentation and description of the property's "facility" status is provided in Appendix D.

C. **Summary of Eligible Activities and Description of Costs (Sec. 13 (2)(a-b))**

Tax Increment Financing revenues will be used to reimburse the costs of "eligible activities" (as defined by Section 2 of Act 381) as permitted under the Brownfield Redevelopment Financing Act that include: Pre-Approved Activities, Department Specific Activities, Demolition, and Preparation of a Brownfield Plan (and Act 381 Work Plan if pursued). A complete itemization of these activities and associated expenses is included in Table 1.

The following eligible activities and budgeted costs are intended as part of the development of the property and are to be financed solely by the developer. All activities are intended to be "Eligible Activities" under the Brownfield Redevelopment Financing Act. The Authority is not responsible for any cost of eligible activities and will incur no debt.

1. Pre-Approved Activities include Baseline Environmental Assessment (BEA) sampling, investigation, and vapor and groundwater confirmatory sampling, as part of the pre-purchase due diligence conducted on the property at a total cost of $27,000.

2. Department Specific Activities includes contaminated soil transport and disposal, groundwater management, treatment and disposal, frac tank rental, cut-off walls for utility installation, retention pond liners, utility gasketing, and the necessary field oversight/sampling/reporting by an environmental professional at a total estimated cost of $1,171,850.

*PM Environmental, Inc. Page 4*
3. Demolition Activities includes site demolition, foundation and concrete removal, miscellaneous site feature removals and the associated mobilization at an estimated cost of $346,150.

4. Preparation of the Brownfield Plan and Act 381 Work Plan (if pursued) and associated activities (e.g. meetings with PBRA, review by City Attorney, implementation, etc.) at a cost of approximately $30,000.

5. Implementation of the Brownfield Plan and Act 381 Work Plan (if pursued) and associated activities (e.g. reimbursement requests and related meetings with PBRA, review by City Attorney, etc.) at a cost of approximately $30,000.

6. A 15% contingency of $227,700 is established to address unanticipated environmental and/or other conditions that may be discovered through the implementation of site activities. This excludes the cost of Pre-Approved Activities and preparation of the Brownfield Plan and Act 381 Work Plan.

All activities are intended to be “Eligible Activities” under the Brownfield Redevelopment Financing Act. The total estimated cost of Eligible Activities subject to reimbursement from tax increment revenues is $1,605,000 with a potential $227,700 contingency and 3% simple interest of $255,939 resulting in a total cost of $2,088,639. Therefore, the total cost for reimbursement to the applicant is a not-to-exceed amount of $2,088,639 (including contingency), unless the Plan is amended and approved by the PBRA and city council.

D. Estimate of Captured Taxable Value and Tax Increment Revenues (Sec. 13 (2)(c))

Incremental taxes on real property included in the redevelopment project will be captured under this Plan to reimburse eligible activity expenses. The base taxable value of the Property shall be determined by the use of the 2018 tax year tax values, which is $289,498. Tax increment revenue capture will begin when tax increment is generated by redevelopment of the Property, which is expected to begin in 2020. The estimated taxable value of the completed development is $13,406,400 in 2022 with a 2-year phase in in 2020 and 2021. An annual increase in taxable value of 1% has been used for calculation of future tax increments in this Plan. Tables 2 and 3 details the estimate of captured tax increment revenues for each year of the Plan from the eligible property.

Prior to reimbursement of tax increment revenue to the Developer, payment of Brownfield Redevelopment Authority Administrative fees will occur first.

E. Method of Brownfield Plan Financing and Description of Advances by the Municipality (Sec. 13 (2)(d))

Eligible activities will be financed by Pulte Homes of Michigan, LLC The Developer will be reimbursed for eligible costs as described in Section C and outlined in Table 1. Costs for Eligible Activities funded by Pulte Homes of Michigan, LLC will be repaid under the Michigan Brownfield Redevelopment Financing Program (Michigan Public Act 381, as amended) with incremental taxes generated by future development of the property. The estimated amount of tax increment revenue capture that will be used to reimburse the Developer and Brownfield Redevelopment Authority is $2,302,415. This includes Brownfield Redevelopment Authority Administrative fees.
No advances will be made by the PBRA for this project. All reimbursements authorized under this Plan shall be governed by the Reimbursement Agreement.

F. Maximum Amount of Note or Bonded Indebtedness (Sec. 13 (2)(e))

No note or bonded indebtedness will be incurred by any local unit of government for this project.

G. Duration of Brownfield Plan (Sec. 13 (1)(f))

In no event shall the duration of the Plan, exceed 35 years following the date of the resolution approving the Plan, nor shall the duration of the tax capture exceed the lesser of the period authorized under subsection (4) and (5) of Section 13 of Act 381 or 30 years. Further, in no event shall the beginning date of the capture of tax increment revenues be later than five years after the date of the resolution approving the Plan. The Property will become part of this Plan on the date this Plan is approved by the City of Plymouth City Council.

H. Estimated Impact of Tax Increment Financing on Revenues of Taxing Jurisdictions (Sec. 13 (2)(g))

Taxes will continue to be generated to taxing jurisdictions on local and school millages at the base taxable value of $289,498 throughout the duration of this Plan totaling approximately $84,652 or $10,581.50 annually.

Non-capturable millages; including debt millages, the zoo authority and art institute, will see an immediate increase in new tax revenue following redevelopment and will provide new tax revenue of approximately $554,677 throughout the duration of this Plan.

A summary of the impact to taxing jurisdictions for the life of the Plan is summarized below, the amount captured is the sum of developer eligible activity and interest reimbursement, administrative fees and the state brownfield revolving fund.

<table>
<thead>
<tr>
<th>Millage</th>
<th>Rate</th>
<th>Taxes Generated by Property</th>
<th>Taxes Preserved for Taxing Units</th>
</tr>
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<tr>
<td>City Operating</td>
<td>10.8782</td>
<td>$937,959</td>
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<td>City Refuse</td>
<td>1.8200</td>
<td>$156,927</td>
<td>$4,215</td>
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<tr>
<td>Schoolcraft College</td>
<td>1.7662</td>
<td>$152,288</td>
<td>$4,090</td>
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<tr>
<td>County Operating</td>
<td>6.6380</td>
<td>$572,353</td>
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<tr>
<td>Jail</td>
<td>0.9381</td>
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<td>HCMA</td>
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<td>Parks</td>
<td>0.2459</td>
<td>$21,202</td>
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<tr>
<td>Library</td>
<td>1.4615</td>
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<td>$3,385</td>
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<tr>
<td>RESA</td>
<td>3.4643</td>
<td>$298,705</td>
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<tr>
<td>RESA Enhancement</td>
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<td>$172,448</td>
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<td>SET</td>
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<td>School Debt</td>
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* Does not include debt millage amounts.
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<th>Rate</th>
<th>Taxes Generated by Property</th>
<th>Taxes Preserved for Taxing Units</th>
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<td>City Debt</td>
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<tr>
<td>Wayne County DIA</td>
<td>0.2000</td>
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<td>$463</td>
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<tr>
<td>Wayne County Zoo</td>
<td>0.1000</td>
<td>$9,187</td>
<td>$232</td>
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<td><strong>Subtotal</strong></td>
<td>7.1261</td>
<td><strong>$654,677</strong></td>
<td><strong>$16,504</strong></td>
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<tr>
<td><strong>Total</strong></td>
<td></td>
<td><strong>$3,743,041</strong></td>
<td><strong>$84,652</strong></td>
</tr>
</tbody>
</table>

*Assumed to be occupied by Principal Residence and therefore subject to the PRE exemption*

See Table 2 for a complete breakdown of available tax increment revenue and Table 3 for the estimated annual reimbursement.

I. Legal Description, Property Map, Statement of Qualifying Characteristics and Personal Property (Sec. 13 (1)(h))

The legal description of the Property included in this Plan is attached in Appendix A. Property location maps are included in Appendix B. Documentation of characteristics that qualify the property as eligible property is provided in Appendix D.

Personal property is not included in this plan.

J. Displacement/Relocation of individuals on Eligible Property (Sec. 13 (1)(i-I))

No displacement of residents or families is expected as part of this project.

K. Other Material that the Authority or Governing Body Considers Pertinent (Sec. 13 (1)(n))

The Brownfield Redevelopment Authority and the City Council as the Governing Body, in accordance with the Act, may amend this Plan in order to fund additional eligible activities associated with the Project described herein.
Appendix A

DRAFT

PM Environmental & Engineering Services
A Parcel of Land Situated in the City of Plymouth, Wayne County, Michigan being Part of Lots 403 & 454 of Assessor’s Plymouth Plat No. 18 or Part of the South 1/2 of Section 29, Town 1 South, Range 8 East, City of Plymouth, Wayne County, Michigan, as recorded in Liber 83, Page 27 of Platts, Wayne County, Michigan, also all of Lot 362, 363 and 364 of Assessor’s Plat No. 14 or the South East 1/4 of the Northeast 1/4 of the Northeast 1/4 of Section 28, Town 1 South, Range 8 East, City of Plymouth, Wayne County, Michigan, as recorded in Liber 96, Page 30 of Platts, Wayne County Records, being more particularly described as follows, beginning at a point on the West line of Mill Street (26 feet wide) located South 89 degrees 22 minutes 20 seconds West 120.43 feet along the East-West 1/4 line of said Section 28 from the corner post of said section. Thence South 90 degrees 02 minutes 45 seconds East 120.43 feet along said East-West 1/4 line of Mill Street to a point on the South line of said Plat No. 14 and thence South 90 degrees 02 minutes 45 seconds East 120.43 feet to a point on the West line of Mill Street and from said point along said West line 26 feet West to a point on the North line of Plat No. 18 and thence North 90 degrees 02 minutes 45 seconds East 120.43 feet along the North line of Plat No. 18 to the point of beginning.

Surveyor: Wm. Lee O. Umfoil

Diffin-Umfoil & Associates
Civil Engineering, Surveying, Landscaping, Construction for Real Estate
49287 West Road, Wixom, MI 48393
Ph: (248) 773-7566, Fax: (800) 860-4307

Lot Split for:
"Mill Street Towns"
Site Condondiium

- Found & Verified Iron on Monument
- Swt Gapped Iron
PROPOSED REMAINDER PARCEL LEGAL DESCRIPTION:

A parcel of land situated in the City of Plymouth, Wayne County, Michigan being all of Lots 643 through 662 inclusive, and part of Lots 433 through 464 of Assessor's Plats No. 18 and part of the South 1 3/4 of Section 25, Town 1 South, Range B West, City of Plymouth, Wayne County, Michigan, as recorded in Liber L7, Page 17 of Plats, Wayne County, Michigan, being more particularly described as follows: Beginning at a point on the west line of Mill Street (60 feet wide) located south 49 degrees 20 minutes 42 seconds west 33.02 feet along the east-west line of said section 26 from the center post of said section and south 22 degrees 13 minutes 32 seconds east 0.38 feet along the west right of way line of Mill St; to the point of beginning, thence south 02 degrees 24 minutes 43 seconds east 152.93 feet along said west right of way line of Mill St; to the southeast corner of Lot 643 of said assessor's Plats No. 18; thence, north by east, 17 degrees 36 minutes 05 seconds north 281.47 feet along the west line of Lots 643, 644, and 645; thence, north 17 degrees 09 minutes 01 seconds west 271.41 feet, thence north 17 degrees 36 minutes 07 seconds west 351.46 feet, thence east 183.31 feet to the point of beginning.

DIFFIN-UMLOR & ASSOCIATES
Civil Engineering - Surveying - Landscaping - Construction Services

Lot Split For:
"Mill Street Towns"
Site Consultant

CLIENT:
Petra Homers of Michigan, LLC
101 Bloomfield Hills Plaza, Suite 300
Bloomfield Hills, MI 48304

Part of the SW 1/4 of Section 28
Town 1 South, Range 8 East
City of Plymouth
Wayne County, Michigan

Date: 12-19-2018
Project No.: 180504
BASELINE ENVIRONMENTAL ASSESSMENT

100 South Mill Street | Plymouth, Michigan
PM Project Number 01-8475-2-0004

Prepared for:

Pulte Homes of Michigan, LLC
100 Bloomfield Hills Parkway, Suite 150
Bloomfield Hills, Michigan 48304

Prepared by:

PM Environmental, Inc.
4080 West Eleven Mile Road
Berkley, Michigan 48072

Know Your Risk.
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www.pmenv.com
December 4, 2018

District Supervisor
Michigan Department of Environmental Quality
Southeastern Michigan District Office
27700 Donald Court
Warren, Michigan 48092

RE: Baseline Environmental Assessment of the Former BMC Manufacturing, Inc. Site
Located at 100 South Mill Street, Plymouth, Michigan
Parcel ID: 006-09-0643-300
PM Environmental, Inc. Project No. 01-8475-2-0004

Dear District Supervisor:

Enclosed is a copy of the Baseline Environmental Assessment prepared for the above referenced subject property in accordance with Section 20126(1)(b) of Part 201, Environmental Remediation, of the Natural Resources and Environmental Protection Act (NREPA), P.A. 451 of 1994 (Part 201), as amended.

If you have any questions regarding the information in this report, please contact us at 800.313.2966.

Sincerely,

PM ENVIRONMENTAL, INC.

Nicholas Lieder
Staff Geologist

J. Adam Patton, CHMM
Manager of Site Investigation Services

Enclosure
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Adopted from CTI's October 2007 BEA

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Adopted from CTI's October 2007 BEA

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1.0 INTRODUCTION AND DISCUSSION

PM completed this Baseline Environmental Assessment (BEA) of the former BMC Manufacturing, Inc. site (Parcel ID: 006-09-0643-300) located at 100 South Mill Street, Plymouth, Wayne County, Michigan (hereafter referred to as the "subject property") in accordance with Section 20126(1)(c) of Part 201, Environmental Remediation, of the Natural Resources and Environmental Protection Act (NREPA), P.A. 451 of 1994 (Part 201), as amended.

The subject property consists of 11.0 acres of a larger parent parcel that totals 15.36 acres and is located on the west side of South Mill Street, south of Amelia Street and north of East Ann Arbor Trail in Plymouth, Wayne County, Michigan (Figure 1). The subject property is currently vacant land (Figure 2), and primarily consists of areas of concrete and/or asphalt paved former building foundations, parking lots, and drives which are located in the eastern portion of the subject property. The remainder of the subject property consists of areas of overgrown vegetation.

Standard and other historical sources documented that the first-developed use of the subject property occurred prior to 1914 with a canning factory in the northwestern portion. The canning factory was vacated by 1918, and demolished by 1927. Several dwellings were constructed by 1937 in the eastern and southeastern portions. The dwellings were demolished as the former manufacturing building, which was originally located on the north adjoining property, was expanded onto the subject property by the 1960s. Several additions were constructed to the former manufacturing building through 1965, and renovations were completed in 1969. The subject property was occupied by Bathey Manufacturing Co., a manufacturer of vertical blinds and cabinets, from at least 1950 until 2002, and the buildings were demolished between 2007 and 2010. The subject property has been unoccupied since 2002.

1.1 Owner/Operator Information

Pulte Homes of Michigan, LLC intends to purchase the subject property.

1.2 Intended Use of the Subject Property

Pulte Homes of Michigan, LLC intends to redevelop the subject property for residential purposes. No chemical use and storage above typical residential quantities is anticipated at the subject property.

1.3 Summary of All Appropriate Inquiry Phase I Environmental Site Assessment

PM prepared a Phase I Environmental Site Assessment (ESA) dated November 8, 2018 in conformance with the scope and limitations of ASTM Practice E1527-13 (i.e., the ‘ASTM Standard’). A copy of PM's November 2018 Phase I ESA, including photographs of the subject property, is included in Appendix A.

The following onsite recognized environmental conditions (RECs) were identified in PM's November 2018 Phase I ESA:

- The subject property was occupied by Bathey Manufacturing Co., a manufacturer of vertical blinds and cabinets, from at least 1950 until 2002. Based upon review of the previous site investigations, soil contamination is present which exceeds the current Michigan Department of Environmental Quality (MDEQ) Part 201 Residential and Nonresidential cleanup criteria. Based on these analytical results, the subject property
would be classified as a "facility," as defined by Part 201 of P.A. 451 of the Michigan Natural Resources Environmental Protection Act (NREPA), as amended.

The following adjoining and/or nearby REC was identified in PM’s November 2018 Phase I ESA:

- The north adjoining property, identified as 100 South Mill Street, consists of vacant land and portions of the former manufacturing building associated with the subject property. This property consists of the remaining portions of the 15.36 acre subject parcel. The property was occupied by Precision Products Co., an electroplating operation in 1943 and Bathey Manufacturing Co., a manufacturer of vertical blinds and cabinets, from at least 1950 until 2002. Previous site assessment activities completed on the property between 2007 and 2016 document concentrations of tetrachloroethylene (TCE) above the MDEQ Part 201 Generic Residential Cleanup Criteria (GRCC). Based on the close proximity to the subject property (i.e. approximately 60 feet to the north), and documented groundwater flow direction to the south-southeast towards the subject property, the potential exists that the contamination has migrated onto the subject property.

1.3.1 Phase I ESA Exceptions or Deletions

According to PM’s November 2018 Phase I ESA, there were no exceptions or deletions from the Federal All Appropriate Inquiry Rule under 40 CFR 312, or the ASTM Standard. To the best of PM’s knowledge, no special terms or conditions apply to the preparation of the Phase I ESA that would deviate the scope of work from the ASTM Standard Practice E 1527-13.

1.3.2 Phase I ESA Data Gaps

According to PM’s November 2018 Phase I ESA, PM did not identify or encounter any significant data gaps during the completion of the November 2018 Phase I ESA.

1.4 Summary of Previous Site Investigations

PM reviewed the following previous environmental reports that were completed for the subject property. Additional reports may exist for the subject property; however, none were provided to PM by the client or owner of the property, and none were available with the appropriate state regulatory agencies. Relevant portions of the available reports are included in Appendix C of PM’s November 2018 Phase I ESA (Appendix A). In addition, relevant Figures and Tables are included in this report.

<table>
<thead>
<tr>
<th>Name of Report</th>
<th>Date of Report</th>
<th>Company that Prepared Report</th>
</tr>
</thead>
<tbody>
<tr>
<td>Phase I ESA</td>
<td>11-15-2006</td>
<td>CTI and Associates, Inc. (CTI)</td>
</tr>
<tr>
<td>BEA</td>
<td>1-22-2006</td>
<td>CTI</td>
</tr>
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<td>BEA</td>
<td>10-29-2007</td>
<td>CTI</td>
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<tr>
<td>Phase I ESA</td>
<td>4-27-2012</td>
<td>PM</td>
</tr>
<tr>
<td>Geophysical Survey investigation Report</td>
<td>8-2-2012</td>
<td>PM</td>
</tr>
<tr>
<td>BEA</td>
<td>8-2-2012</td>
<td>PM</td>
</tr>
<tr>
<td>Summary of Offsite Migration Assessment Activities</td>
<td>8-8-2017</td>
<td>PM</td>
</tr>
</tbody>
</table>
CTI completed a Phase I ESA for the subject property and north adjoining property dated November 15, 2006. In general, CTI's November 2006 Phase I ESA identified the following RECs associated with the subject property and/or north adjoining property:

- The historical industrial manufacturing use of the property.
- The historical use of paints, solvents, and corrosive cleaners.
- The observed releases of oils, greases, and paints within the former building.
- The historical use of polychlorinated biphenyl (PCB) containing electrical equipment.
- The presence of stained concrete throughout the former building.
- The likely presence of fill material on the western portion of the property over the former railroad spurs.
- The potential former use of a septic system.
- The potential for migration of contamination onto the subject property from nearby and/or adjacent industrial properties.
- The then current use of the central driveway of the property by the City of Plymouth as a holding area for yard, wood, metal, asphalt waste, and sewer cleanout spoils.

CTI conducted site investigation activities in December 2006 that consisted of the advancement of 16 soil borings (SB-1 through SB-4 and GP-1 through GP-12), the installation and sampling of seven temporary monitoring wells (SB-1, SB-2, SB-2A, SB-3, SB-4, GP-1 and GP-2), and the collection of four surficial composite soil samples (CS-1 through CS-4) from the subject property and the north adjoining property. Samples were submitted for laboratory analysis of volatile organic compounds (VOCs), polynuclear aromatic compounds (PNAs), PCBs, cadmium, chromium, and lead, or some combination thereof. Based on the identified concentrations in exceedance of the Part 201 Residential and Nonresidential cleanup criteria, a BEA dated January 22, 2006 was completed for the new purchaser to obtain liability protection. The analytical results from samples collected on the current subject property are discussed in further detail in Section 2.0.

CTI completed a BEA dated October 29, 2007 for the subject property, north adjoining property, and an additional property not included in the January 2006 BEA. No additional site investigation activities were completed on the subject property as part of the October 2007 BEA.

PM completed a Phase I ESA for the subject property and north adjoining property dated April 27, 2012. PM's April 2012 Phase I ESA identified the following RECs associated with the subject property and/or north adjoining property:

- Based upon review of the previous subsurface investigations, soil and groundwater contamination is present which exceeds the current Part 201 Residential and Nonresidential cleanup criteria. Based on these analytical results, the subject property would be classified as a "facility," as defined by Part 201 of P.A. 451 of the Michigan NREPA, as amended.

- The subject property was historically occupied by a lumber and coal yard. Typically, lumber and coal yards utilize various general hazardous substances and/or petroleum products. This time period preceded major environmental regulations and current waste management and disposal procedures. The historical waste management practices associated with these operations are unknown and may be a source of subsurface contamination.
Review of historical records indicates two railroad spurs were present in the northwestern portion of subject property from prior to 1914 until the late 1960s. The potential exists for spills of hazardous substances and/or petroleum products to have occurred along the railroad spurs.

The subject property was occupied by manufacturing operations from at least 1950 until 2002. Previous site assessment activities were conducted in 2007, however, only eight soil borings were advanced in the footprint of the former manufacturing building, which totaled over 200,000 square feet. Additionally, no soil borings were advanced in the original northeastern portion of the building. Additional areas of contamination may be present in areas not previously assessed.

PCBs have been identified in the area of several former transformers in the central portion of the property. A BEA will not protect the purchaser from cleanup to Toxic Substances Control Act (TSCA) standards. The source and/or extent of PCB contamination is unknown. The potential exists for additional contamination to be present in this area.

Based on the long term manufacturing operations, the potential exists orphan underground storage tanks (USTs) are present. Additionally, PM was unable to confirm the removal of the former gasoline USTs located in the northeastern portion of the subject property. The potential exists for orphan USTs to be present on the property and/or for a release to have occurred.

During the site reconnaissance, PM observed several soil piles in the western and southwestern portion of the subject property. The previous Phase I ESA documented several soil piles in similar areas of the subject property; however, the soil piles were not discussed. The soil piles are likely a result of demolition activities, however, PM was unable to determine the origin of the soil piles. The potential exists the soil piles originated from a contaminated area of the property.

The following adjoining and/or nearby RECs were identified:

- The north adjoining property, identified as 306 North Main Street, was occupied by various manufacturing operations from the early 1900s through the 1990s. TCE was detected in groundwater in the eastern portion of the property above the current MDEQ Part 201 Drinking Water Protection (DWP) Cleanup Criteria. However, no soil borings were advanced in the southern or western portions of the property, which border the subject property. Based on the long term manufacturing operations, close proximity to the subject property, the potential exists contamination has migrated onto the subject property.

- The north adjoining property, identified as 340 North Main Street, was historically occupied by a lumber and coal yard, metal stamping company, and various light industrial operations. Based on the former lumber and coal yard operations, metal stamping, and light industrial operations and the close proximity to the subject property, the potential exists that a release has occurred on this property and migrated onto the subject property.

- The west adjoining property, historically identified as 101-137 Union Street, was occupied by various manufacturing operations from prior to 1937 until at least 2000. The previous Phase I ESA identified this property as a REC. However, the soil borings to assess this property were advanced over 100 feet east of the property boundary. Based on the long...
term manufacturing operations, close proximity to the subject property, and location of the subject property down gradient from this property, the potential exists contamination has migrated onto the subject property.

Between July 9 and 11, 2012, PM completed site investigation activities that consisted of the completion of a geophysical survey investigation using ground penetrating radar (GPR); the advancement of 20 soil borings (SB-1 through SB-20); the installation of eight temporary monitoring wells (TMW-1, TMW-2, TMW-4, TMW-9, TMW-11, TMW-14, TMW-16 and TMW-20); and the collection of two composite soil pile samples (S-21 and S-22). The samples collected during PM’s July 2012 site investigation activities were submitted for laboratory analysis of VOCs, PNAbs, PCBs, and Michigan ten metals (arsenic, barium, cadmium, chromium, copper, lead, mercury, selenium, silver, and zinc), or some combination thereof. Based on the current and previously identified concentrations above the Part 201 Residential and Nonresidential cleanup criteria, a BEA was completed for the new purchaser to obtain liability protection. The sample analytical results for samples that were collected on the current subject property are discussed in further detail in Section 2.0. No anomalies consistent with orphan USTs were identified during completion of PM’s July 2012 geophysical survey investigation.

On July 10 and 12, 2017, PM completed site investigation activities that consisted of the advancement of three soil borings (PSB-1, PSB-2, and PSB-3), the installation of one temporary monitoring well (PSB/TMW-3), and the installation of three temporary soil gas sample points (SG-1, SG-2, and SG-3) to assess the potential offsite migration of trichloroethylene (TCE) impacted media to the adjoining residential properties. The samples were collected on the north adjoining property and therefore are not discussed further in this BEA.

1.5 Summary of Current Site Investigations

Prior to the commencement of field activities, MiSSDIG, a utility locating service, was contacted to locate utilities on or adjacent to the subject property. Utilities were marked by the respective utility companies.

Between October 10, 2017 and August 2, 2018, PM advanced 46 soil borings (PSB-4 through PSB-49); completed 36 test pits (TP-1 through TP-31); installed 15 permanent monitoring wells (MW-1 through MW-14 and MW-Br) and conducted subsequent groundwater gauging and sampling events; installed six temporary monitoring wells (TMW-3 through TMW-7 and TMW-23); installed 21 permanent soil gas sample points (SG-1 through SG-21) and completed soil gas sampling events; and collected one surficial composite soil sample (CSP-1). Soil, groundwater, and soil gas samples were submitted for laboratory analysis of VOCs, PNAbs, PCBs, Michigan ten metals (arsenic, barium, cadmium, chromium, copper, lead, mercury, selenium, silver, and zinc), hexavalent chromium, perfluorinated and polyfluorinated compounds (PFCs), or some combination thereof. The sample locations from the previous and current site investigations are depicted on Figures 3A, 3B, 3C, 4, and 5.

1.6 Subsurface Investigations Techniques and Quality Assurance and Quality Control Procedures

The soil borings were advanced to the desired depth using a hand auger equipped with a stainless steel bucket or a model 6712DT Geoprobe® drill rig. Soil sampling was performed for soil classification, verification of subsurface geologic conditions, and for investigating the potential and/or extent of soil and/or groundwater contamination at the subject property. Soil samples were
generally collected on a continuous basis using a hand auger equipped with a stainless steel bucket or a 5-foot long macro-core sampler, in the case of the Geoprobe® drill rig.

During drilling operations, the drilling equipment was cleaned to minimize the possibility of cross contamination. These procedures included cleaning equipment with a phosphate free solution (i.e., Alconox®) and rinsing with distilled water after each sample collection. Drilling and sampling equipment was also cleaned in this manner prior to initiating field activities. Soil collected from 1-foot sample intervals was screened using a photolization detector (PID) to determine if VOCs were present. Soil from specific depths was placed in plastic bags and allowed to volatilize. The headspace within each bag was then monitored with the PID. The PID is able to detect trace levels of organic compounds in the air space within the plastic bag.

Soil samples for VOC analysis were preserved with methanol in accordance with United States Environmental Protection Agency (USEPA) Method 5035 modified.

Monitoring wells were installed in the soil borings advanced at the subject property for groundwater sample collection. A new well assembly, consisting of a 5-foot one inch diameter (in the case of the temporary monitoring wells) or two inch (in the case of the permanent monitoring wells), 0.010-inch slot, schedule 40, PVC screen and a one or two inch diameter PVC casing was lowered into the borehole to intersect the water table. After the screen for the well was set to the desired depth, an artificial sand pack or natural sands were allowed to collapse around the well screen. The groundwater samples for laboratory analyses were transferred directly from the low-flow pump discharge line into appropriately labeled sample containers with Teflon lined lids. Purge water was maintained separate and returned to the well.

The soil and groundwater samples were placed in appropriately labeled containers with Teflon® lined lids and/or sanitized glass jars, then placed in an ice-packed cooler and transported under chain of custody procedures for laboratory analysis within applicable holding times to Merit Laboratories, Inc. in East Lansing, Michigan.

The soil vapor sampling was completed in general accordance with the guidelines established in the May 2013 MDEQ Guidance Document for the Vapor Intrusion Pathway, which included the quality assurance/quality control (QA/QC) procedures outlined below.

The soil gas samples were collected utilizing a polyethylene implant that is approximately two inches in length that is affixed to appropriate length tubing for sample collection and inserted into the annulus of the borehole. Upon completion of the borehole, a sampling interval is established by filling the hole with bentonite to the desired lower depth, as needed, inserting the sample implant and tubing, creating a sand pack of no more than one foot with the sampling implant in the center, and filling the remainder of the bore hole with bentonite.

Prior to the collection of the soil gas sample, the sampling apparatus was determined to be leak free utilizing an isolation chamber that encompassed tubing and associated connections as well as the sampling point. The chamber was charged with helium prior to purging the sampling point of a maximum of three volumes. A helium detector was then applied to the sampling line to ensure no leaks had occurred. The soil gas sample was collected using 1-liter canisters regulated with a flow rate of 200 ml/minute.

The soil gas sample was collected in an appropriately labeled canister and transported under chain of custody procedures for laboratory analysis within applicable holding times.
Upon completion of the investigation, the temporary monitoring well materials were removed and the soil borings were abandoned by placing the soil cuttings back into the borehole, filling the void with bentonite chips, hydrating the chips, resurfacing and returning the area to its pre-drilling condition.

QA/QC samples were collected during sampling activities as follows:

- A total of four trip blanks were collected on December 18, 2017 and July 24, 25, and 26, 2018.

  The trip blank analytical results did not identify any concentrations of VOCs greater than or equal to laboratory method detection limits (MDLs), indicating that cross contamination did not occur in the sample coolers during sample storage and transport to the laboratory.

- Four duplicate samples were collected between December 18, 2017 and July 25, 2018. One groundwater duplicate sample (A-2) collected on December 18, 2017 corresponds to the groundwater sample collected from MW-3. One soil duplicate sample (A-2) collected on July 24, 2018 corresponds to the soil sample collected at SB-25 (2.0-3.0 feet bgs {below ground surface}). One soil duplicate sample (A-4) collected on July 24, 2018 corresponds to the soil sample collected at SB-26 (2.0-3.0 feet bgs). One soil duplicate sample (A-6) collected on July 25, 2018 corresponds to the soil sample collected at SB-36 (2.0-3.0 feet bgs).

  In general, the analytical results for the duplicate samples did not deviate significantly from the analytical results of the parent samples, indicating the accuracy of the analyses.

- Two field blank samples were collected on December 18, 2017 and August 2, 2018. One field blank sample (A-3) collected on December 18, 2018 was collected in the location of MW-3. One filed blank sample (A-1) collected on August 2, 2018 was collected in the location of MW-9.

  The field blank analytical results did not identify any concentrations of VOCs greater than or equal to laboratory MDLs, indicating that cross contamination did not occur.

- One matrix spike/matrix spike duplicate (MS/MSD) sample was collected on December 18, 2017 that corresponds to the groundwater sample collected at MW-5.

1.7 Geology and Hydrogeology

Based on a review of the soil boring/monitoring well logs from PM's site investigations, the geology encountered at the subject property generally consists of sand to a depth up to 18 feet bgs, underlain by clay to a depth of at least 25.0 feet bgs, the maximum depth explored during PM's site investigations. However, based on the size and decreasing elevation of the subject property from west to east, the sand interval is generally larger in the western portion of the subject property and is absent and/or diminished in the low lying eastern/northeastern portion of the subject property.

Perched groundwater was encountered in the majority of the soil borings advanced on the subject property during PM’s site investigations at depth ranging between 3.75 to 11.0 feet bgs. In
general, groundwater was not identified in the soil borings advanced in the low lying eastern/northeastern portion of the subject property.

The soil boring/test pit/monitoring well logs from CTI’s December 2006 and PM’s October 2017 through August 2018 site investigations are included in Appendix B which summarize site-specific geology, sample depths, monitoring well and soil gas construction diagrams, and PID readings.

2.0 LOCATION OF CONTAMINATED MEDIA ON THE SUBJECT PROPERTY

The analytical results from the samples collected during the current and previous site investigations on the subject property were compared with the MDEQ Generic Cleanup Criteria and Screening Levels as presented in Part 201 Rules 299.1 through 299.50, dated December 30, 2013 entitled “Cleanup Criteria Requirements for Response Activity”, in accordance with Section 20104c(1) using the Part 201 Residential and Nonresidential cleanup criteria. Additionally, the soil, groundwater, and soil gas analytical results were compared to MDEQ issued Residential site-specific Vapor Intrusion to Indoor Air Criteria (VIAC) (Appendix G).

The soil metals analysis results were compared to background data obtained from the Michigan Background Soil Survey of 2005 (Updated 2015) for sands of the Huron-Erie Glacial lobe per methods detailed in 20101(e)(ii)(A)(l). Metals concentrations were compared to the Huron Erie background value for their respective soil types (i.e., sand). Groundwater Surface Water Interface Protection (GSIP) criteria were calculated for various metals using the River Rouge hardness value of 350 mg/L CaCO3 (Station ID 820074, River Rouge, near Canton, MI).

2.1 Summary of Analytical Results (December 2006; CTI)

The sample locations and analytical summaries from CIT’s December 2006 site investigation activities are included on CTI’s Plate III Facility Contamination Map (Soils) and Plate IV Facility Contamination Map (Groundwater); and Table Summary of Soil Sample Analytical Results and Table Summary of Groundwater Sample Analytical Results, all of which are included in the Figures and Tables sections of this BEA.

Summary of Soil Analytical Results

No concentrations of VOCs, PNsAs, PCBs, cadmium, chromium, and lead were identified in any of the soil samples collected from the subject property during CTI’s December 2006 site investigation above the most restrictive Part 201 Residential cleanup criteria and site-specific VIAC, Statewide Default Background Levels (SDBLs), regional background levels, and/or the laboratory MDLs.

Concentrations of PCBs were identified in the surficial composite soil sample collected at CS-3 (2,000 parts per billion [ppb]) above the TSCA 40 CFR 761.61 cleanup standards for high occupancy areas requiring a cap (>1,000 ppb and ≤ 10,000 ppb), but below the Part 201 Residential Direct Contact (DC) cleanup criteria (4,000 ppb). No concentrations of PCBs were identified in any of the remaining soil samples collected from the subject property during CTI’s December 2006 site investigation above the laboratory MDLs.
Summary of Groundwater Analytical Results

A concentration of cis-1,2-dichloroethylene was identified in the groundwater sample collected at SB-3 above the Residential site-specific VIAC. A concentration of trans-1,2-dichloroethylene was also identified in the groundwater sample collected at SB-3 above the laboratory MDLs, but below the most restrictive Part 201 Residential cleanup criteria and VIAC. No other concentrations of VOCs were identified in any of the remaining groundwater samples collected from the subject property during CTI’s December 2006 site investigation above the laboratory MDLs.

2.2 Summary of Analytical Results (July 2012, PM)

The sample locations and analytical summaries from PM’s July 2012 site investigation activities are included on Figures 3A, 3B, 3C, and 4 and in Tables 1, 2, 3, and 7.

Summary of Soil Sample Exceedances

<table>
<thead>
<tr>
<th>Location</th>
<th>Sample Depth</th>
<th>Analysis</th>
<th>Compound Exceeding the Part 201 Cleanup Criteria/Residential/VIAC/Screening Levels</th>
</tr>
</thead>
<tbody>
<tr>
<td>SB/TMW-9</td>
<td>Soil: 1.0-2.0</td>
<td>VOCs, PNA, PCB, Michigan ten metals</td>
<td>GSIP: ethylbenzene, 1,2,4-TMB, 1,3,5-TMB, xylenes VIAC: ethylbenzene, 1,2,4-TMB, 1,3,5-TMB, xylenes</td>
</tr>
<tr>
<td>SB-19</td>
<td>Soil: 1.0-2.0</td>
<td>VOCs, PNA, PCB, Michigan ten metals</td>
<td>GSIP: 1,2,4-TMB VIAC: 1,2,4-TMB, ethylbenzene, isopropyl benzene, 1,2,3-TMB, 1,2,4-TMB, 1,3,5-TMB</td>
</tr>
<tr>
<td>SB-20</td>
<td>Soil: 5.0-6.0</td>
<td>VOCs, PNA, PCB, Michigan ten metals</td>
<td>GSIP: 1,2,4-TMB VIAC: 1,2,4-TMB, ethylbenzene, isopropyl benzene, 1,2,3-TMB, 1,2,4-TMB, 1,3,5-TMB</td>
</tr>
</tbody>
</table>

GSIP – Groundwater Surface Water Interface Protection
TMB – Trimethylbenzene
VIAC – Vapor Intrusion to Indoor Air Criteria

No concentrations of VOCs, PNA, PCBs, and metals were identified in any of the remaining soil samples collected from the subject property during PM’s July 2012 site investigation activities above the most restrictive Part 201 Residential cleanup criteria and VIAC, SDBLs, regional background levels, and/or the laboratory MDLs.

Summary of Groundwater Analytical Results

No concentrations of VOCs, PNA, PCBs, and metals were identified in any of the groundwater samples collected from the subject property during PM’s July 2012 site investigation above the most restrictive Part 201 Residential cleanup criteria and VIAC, and/or the laboratory MDLs.
2.3 Summary of Analytical Results (October 2017 through August 2018, PM)

The sample locations and analytical summaries from the site investigation activities conducted by PM between October 2017 and August 2018 are included on Figures 3A, 3B, 3C, 4, and 5 and in Tables 4, 5, 6, 8, 9, and 10.

### Summary of Soil Sample Exceedances

<table>
<thead>
<tr>
<th>Location</th>
<th>Sample Depth</th>
<th>Analysts</th>
<th>Compounds Exceeding the Part 201 Cleanup Criteria/Residential VIAC/Screening Levels</th>
</tr>
</thead>
<tbody>
<tr>
<td>PSB-27</td>
<td>Soil: 4.0-5.0</td>
<td>VOCs</td>
<td>VIAC: 1,2,4-TMB</td>
</tr>
<tr>
<td>PSB-30</td>
<td>Soil: 5.0-6.0</td>
<td>VOCs, PNA, PCBs, and Michigan ten metals</td>
<td>1,2,4-TMB, 1,3,5-TMB, xylenes</td>
</tr>
<tr>
<td>PSB-36</td>
<td>Soil: 2.0-3.0</td>
<td>VOCs</td>
<td>DWP(R/NR): benzene, ethylbenzene, 1,2,4-TMB, 1,3,5-TMB; GISP: ethylbenzene, naphthalene, 1,2,3-TMB, 1,2,4-TMP, 1,3,5-TMB, xylenes; VIAC: benzene, ethylbenzene, naphthalene, 1,2,3-TMB, 1,2,4-TMB, 1,3,5-TMB, xylenes</td>
</tr>
<tr>
<td>PSB-37</td>
<td>Soil: 1.0-2.0</td>
<td>VOCs</td>
<td>DWP(R/NR): 1,2-dichloropropane; GISP: 1,2,4-TMB; VIAC: 1,2-dichloropropane, 1,2,3-TMB, 1,2,4-TMB, 1,3,5-TMB, xylenes</td>
</tr>
<tr>
<td>PSB-39</td>
<td>Soil: 2.0-3.0</td>
<td>VOCs, PNA, PCBs, and Michigan ten metals</td>
<td>GISP: 1,2,4-TMB; VIAC: 1,2,4-TMB, 1,3,5-TMB, xylenes</td>
</tr>
<tr>
<td>PSB-43</td>
<td>Soil: 5.0-6.0</td>
<td>VOCs</td>
<td>DWP(R): n-propylbenzene; DWP(R/NR): 1,2,3-TMB, 1,2,4-TMB; GISP: 1,2,3-TMB; VIAC: n-butylbenzene, ethylbenzene, isopropyl benzene, n-propylbenzene, 1,2,3-TMB, 1,2,4-TMB, 1,3,5-TMB, xylenes</td>
</tr>
<tr>
<td>PSB-44</td>
<td>Soil: 5.0-6.0</td>
<td>VOCs</td>
<td>DWP(R/NR): 1,2,3-TMB; GISP: 1,2,3-TMB; VIAC: ethylbenzene, 1,2,3-TMB, 1,2,4-TMB, 1,3,5-TMB</td>
</tr>
<tr>
<td>PSB-45</td>
<td>Soil: 8.5-9.5</td>
<td>VOCs</td>
<td>GISP: xylenes; VIAC: cis-1,2-dichloroethylene, ethylbenzene, 1,2,4-TMB, 1,3,5-TMB, xylenes</td>
</tr>
</tbody>
</table>

R - Residential  
DWP - Drinking Water Protection  
TMB - trimethylbenzene  
NR - Nonresidential  
GISP - Groundwater Surface Water Interface Protection  
VIAC - Vapor Intrusion to Indoor Air Criteria

PM Environmental, Inc.  
Page 10
No concentrations of VOCs, PNAs, PCBs, and metals were identified in any of the remaining soil samples collected from the subject property during PM’s October 2017 through August 2018 site investigation activities above the most restrictive Part 201 Residential cleanup criteria and VIAC, SDBLs, regional background levels, and/or the laboratory MDLs.

**Summary of Groundwater Analytical Results**

No concentrations of VOCs were identified in any of the groundwater samples collected from the subject property during PM’s July 2017 through August 2018 site investigation activities above the most restrictive Part 201 Residential cleanup criteria and VIAC, and/or the laboratory MDLs.

**Summary of Soil Gas Analytical Results**

Concentrations of chloroform were identified in the soil gas samples collected from SG-9 on the subject property during the October 2017 and August 2018 sampling events above the Residential VIAC. Concentrations of various other VOCs were identified in the remaining soil gas samples collected from the subject property above the laboratory MDLs, but below the most restrictive Residential VIAC.

2.4 Subject Property Facility Status

A location where a hazardous substance is present in excess of the concentrations, which satisfy the requirements of subsection 20120a(1)(e) or (17), is a facility pursuant to Part 201. Section 20120a(1)(a) requirements are the cleanup criteria for unrestricted residential usage.

Contaminant concentrations identified in soil and soil gas samples collected from the subject property indicate exceedances of the Part 201 Residential and Nonresidential DWP and GSIP cleanup criteria and MDEQ issued site-specific VIAC. Therefore, the subject property is a facility under Part 201 of P.A. 451, as amended, and the rules promulgated thereunder.

3.0 PROPERTY INFORMATION

3.1 Legal Description of Subject Property

A copy of assessing information and land survey with the legal description for the subject property is included in Appendix D.

3.2 Survey Map of Subject Property

A map of the subject property that depicts the property/parcel boundaries is included as Figure 2. A survey depicting the boundaries of the subject property is also included in Appendix D.

3.3 Subject Location and Analytical Summary Maps

The sample locations from CTI’s December 2006 site investigation activities are included on CTI’s Plate III Facility Contamination Map (Soils) and Plate IV Facility Contamination Map (Groundwater), which are included in the Figures section of this report. The sample locations from PM’s July 2012 and October 2017 through August 2018 site investigation activities are included on Figures 3A, 3B, 3C, 4, and 5.
3.4 Subject Property Location Map

Figure 1 provides a scaled area map depicting the subject property location in relation to the surrounding area. Figure 2 provides a scaled map of the subject property with site features.

3.5 Subject Property Address

As indicated in Section 1.0, the subject property consists of 11.0 acres of a larger parent parcel that totals 15.36 acres of land (Parcel ID: 006-09-0643-300) and is located at 100 South Mill Street, Plymouth, Wayne County, Michigan (Figure 1).

3.6 Subject Spatial Data

As depicted in Figure 1, the subject property is located in Township one North (T.1S), Range eight east (R.8E) in Section 26 in Plymouth, Wayne County, Michigan.

According to the MDEQ Groundwater Mapping Project Website, the center of the subject property is located at latitude 42.37212 north and a longitude of -83.46147 west.

4.0 FACILITY STATUS OF SUBJECT PROPERTY

As indicated in Section 2.4 based upon documented soil and soil gas exceedances of the Part 201 Residential and Nonresidential DWP and GSIP cleanup criteria and MDEQ issued site-specific VIAC, the subject property is a facility as defined under Part 201 of P.A. 451, as amended, and the rules promulgated thereunder.

4.1 Summary Data Tables

The soil and groundwater analytical results from CTI’s December 2006 site investigation activities are included on CTI’s Table Summary of Soil Sample Analytical Results and Table Summary of Groundwater Sample Analytical Results, which are included in Tables section of this report. The soil, groundwater, and soil gas analytical results from PM’s July 2012 and October 2017 through August 2018 site investigations are included on Tables 1 through 10.

4.2 Laboratory Reports and Chain of Custody Documentation

The laboratory analytical reports for CTI’s December 2006 and PM’s July 2012 site investigation activities are on file with the MDEQ in the previously submitted BEAs. The laboratory analytical reports and associated laboratory chain of custody documentation for the samples collected during PM’s December 2016 through August 2018 site investigation activities are included as Appendix E.

5.0 IDENTIFICATION OF BEA AUTHOR

This BEA was conducted on December 4, 2018 by Mr. Nicholas Lieder, Staff Geologist, and reviewed by Mr. Adam Patton, National Manager of Site Investigation Services, PM Environmental, Inc., which is prior to or within 45 days of initial operation. Qualification statements are provided as Appendix F.

I declare that, to the best of my professional knowledge and belief, I meet the definition of Environmental Professional as defined in §312.10 of 40 CFR 312 and I have the specific qualifications based on education, training, and experience to assess a property of the nature,
history, and setting of the subject property. I have developed and performed the all appropriate
inquiries in conformance with the standards and practices set forth in 40 CFR Part 312.

Nicholas Lieder
Staff Geologist

J. Adam Patton, CHMM
Manager of Site Investigation Services

6.0 AAI REPORT OR ASTM PHASE I ESA

As indicated in Section 1.3, PM performed a Phase I ESA of the subject property dated November
8, 2018, in conformance with the scope and limitations of ASTM Practice E 1527-13 for the subject
property located 100 South Mill Street, Plymouth, Wayne County, Michigan. The scope of the
Phase I ESA included consideration of hazardous substances as defined in Section 20101(1)(x)
of P.A. 451 of 1994, as amended, and constituted the performance of an All Appropriate Inquiry
in conformance with the standards and practices set forth in 40 CFR Part 312.

A copy of PM’s November 2018 Phase I ESA is included in Appendix C.

7.0 REFERENCES

- Standard Practice for Environmental Site Assessments: Phase I Environmental Site
- “Part 201 Cleanup Criteria and Part 213 Risk-Based Screening Levels,” Revised December
  2013 and in accordance with Section 20120661;
- MDEQ Operational Memorandum No. 2 “Sampling and Analysis,” October 22, 2004, Revised
  July 5, 2007;
- Toxic Substances and Control Act (TSCA), 40 CFR 761.61, 1976;
- MDEQ Guidance Document For The Vapor Intrusion Pathway, Policy and Procedure Number:
  09-017, Appendix D: Vapor Intrusion Screening Values, May 2013 (with the exception of the
  rescinded portions (June 2017) Appendix B.3 and Appendix D;
- MDEQ Baseline Environmental Assessment Submittal Form EQP 4025 (July 2017);
- MDEQ Site-Specific Criteria Evaluation, December 2017, MDEQ;
- Phase I ESA, November 2018, CTI;
- BEA, January 2006, CTI;
- BEA, October 2007, CTI;
- Phase I ESA, April 2012, PM;
- Geophysical Survey Investigation Report, August 2012, PM;
- BEA, August 2012, PM
- Summary of Offsite Migration Assessment Activities, PM; and
- Phase I ESA, November 2018, PM.
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<th>Column 2</th>
<th>Column 3</th>
<th>Column 4</th>
<th>Column 5</th>
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<td>Value 5</td>
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<td>Value 7</td>
<td>Value 8</td>
<td>Value 9</td>
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</tr>
<tr>
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<td>Value 12</td>
<td>Value 13</td>
<td>Value 14</td>
<td>Value 15</td>
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<th>Column 3</th>
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</tr>
<tr>
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<tr>
<td>Data N</td>
<td>Data 2</td>
<td>Data 3</td>
<td>...</td>
<td>Data N</td>
</tr>
<tr>
<td>Sample ID</td>
<td>Sample Date</td>
<td>Screen Depth (ft)</td>
<td>Depth to groundwater table (ft)</td>
<td>VOCs</td>
</tr>
<tr>
<td>-----------</td>
<td>-------------</td>
<td>------------------</td>
<td>-------------------------------</td>
<td>------</td>
</tr>
<tr>
<td>TMD-1</td>
<td>07/01/10</td>
<td>3.50</td>
<td>6.50</td>
<td>0</td>
</tr>
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<td>TMD-2</td>
<td>07/01/10</td>
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<td>6.50</td>
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</tr>
<tr>
<td>TMD-3</td>
<td>07/01/10</td>
<td>5.50</td>
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<tr>
<td>TMD-4</td>
<td>07/01/10</td>
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<td>6.50</td>
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<tr>
<td>TMD-5</td>
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<td>5.50</td>
<td>6.50</td>
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<tr>
<td>TMD-6</td>
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<td>6.50</td>
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<tr>
<td>TMD-7</td>
<td>07/01/10</td>
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<tr>
<td>TMD-8</td>
<td>07/01/10</td>
<td>8.50</td>
<td>6.50</td>
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<td>TMD-9</td>
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<td>6.50</td>
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<tr>
<td>TMD-10</td>
<td>07/01/10</td>
<td>10.50</td>
<td>6.50</td>
<td>0</td>
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</tbody>
</table>

**Residential Drinking Water (Res DW)**

<table>
<thead>
<tr>
<th>Parameter</th>
<th>Maximum LP</th>
<th>Median LP</th>
<th>10% LP</th>
<th>30% LP</th>
<th>50% LP</th>
<th>70% LP</th>
<th>90% LP</th>
<th>95% LP</th>
<th>99% LP</th>
<th>365 D</th>
<th>10 Y</th>
<th>50 Y</th>
<th>99 Y</th>
<th>99.9 Y</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lead</td>
<td>5.0 ppb</td>
<td>2.0 ppb</td>
<td>0.5 ppb</td>
<td>2.0 ppb</td>
<td>5.0 ppb</td>
<td>10 ppb</td>
<td>20 ppb</td>
<td>25 ppb</td>
<td>50 ppb</td>
<td>99.5 ppb</td>
<td>100 ppb</td>
<td>100 ppb</td>
<td>100 ppb</td>
<td>100 ppb</td>
</tr>
<tr>
<td>Copper</td>
<td>1.0 ppb</td>
<td>0.2 ppb</td>
<td>0.05 ppb</td>
<td>0.5 ppb</td>
<td>1.0 ppb</td>
<td>2.0 ppb</td>
<td>5.0 ppb</td>
<td>10 ppb</td>
<td>15 ppb</td>
<td>99.5 ppb</td>
<td>100 ppb</td>
<td>100 ppb</td>
<td>100 ppb</td>
<td>100 ppb</td>
</tr>
<tr>
<td>Nickel</td>
<td>0.05 ppb</td>
<td>0.02 ppb</td>
<td>0.01 ppb</td>
<td>0.05 ppb</td>
<td>0.1 ppb</td>
<td>0.2 ppb</td>
<td>0.5 ppb</td>
<td>1.0 ppb</td>
<td>2.0 ppb</td>
<td>99.5 ppb</td>
<td>100 ppb</td>
<td>100 ppb</td>
<td>100 ppb</td>
<td>100 ppb</td>
</tr>
</tbody>
</table>

**Nonresidential Drinking Water (Nonres DW)**

- **Lead**
  - Maximum LP: 30 ppb
  - Median LP: 10 ppb
  - 10% LP: 5 ppb
  - 99% LP: 50 ppb
- **Copper**
  - Maximum LP: 200 ppb
  - Median LP: 50 ppb
  - 10% LP: 10 ppb
  - 99% LP: 200 ppb
- **Nickel**
  - Maximum LP: 100 ppb
  - Median LP: 25 ppb
  - 10% LP: 5 ppb
  - 99% LP: 100 ppb

**Other Water Quality Parameters**

- **pH**
  - Range: 6.0 to 9.0
  - Median: 7.5
- **Temperature**
  - Range: 10°C to 30°C
  - Median: 20°C
- **Dissolved Oxygen**
  - Range: 5 ppm to 10 ppm
  - Median: 7 ppm
- **Total Dissolved Solids**
  - Range: 500 mg/L to 2000 mg/L
  - Median: 1500 mg/L

**Water Supply and Disposal Methods**

- **Primary Water Supply**
  - Surface Water: 20,000 gpm
  - Groundwater: 10,000 gpm
- **Primary Disposal Method**
  - Surface Water: Wastewater Treatment Plant
  - Groundwater: Deep Injection Wells

**Residential and Nonresidential Sites**

- **Residential Sites**
  - Location: 123 Main St, Plymouth, MI
  - Number of Sites: 10
  - Sample Type: Groundwater
- **Nonresidential Sites**
  - Location: 123 Industrial Park, Plymouth, MI
  - Number of Sites: 5
  - Sample Type: Groundwater

**Data Quality Criteria**

- **Surface Water**
  - For Surface Water: 95% detection efficiency, 99.7% confidence level
- **Groundwater**
  - For Groundwater: 99% detection efficiency, 99.7% confidence level

**Sampling Schedule**

- **Residential Sites**: Every 3 months
- **Nonresidential Sites**: Every 6 months

**Quality Assurance/Quality Control (QA/QC)**

- **Blank Samples**: Analyzed with each batch of samples
- **Duplicates**: Analyzed with each batch of samples
- **Recovery Tests**: Performed at 5% and 10% levels
- **Precision**: Coefficient of variation (CV) < 10%
<table>
<thead>
<tr>
<th>Sample ID</th>
<th>Sample Date</th>
<th>Screen Depth (feet bgs)</th>
<th>Depth to Groundwater (feet bgs)</th>
<th>VOCs</th>
</tr>
</thead>
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<tr>
<td>TMD7-3</td>
<td>12/17/2017</td>
<td>3.22-3.52</td>
<td>6.56</td>
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<td>TMD-4</td>
<td>12/15/2017</td>
<td>3.56-3.93</td>
<td>8.96</td>
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<td>TMD-7</td>
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<td>3.56-3.93</td>
<td>7.50</td>
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<td>TMD-10</td>
<td>12/16/2017</td>
<td>4.80-4.93</td>
<td>8.84</td>
<td>NA</td>
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</tbody>
</table>

Cleanup Criteria Requirements for Non-Residential Use: None

*Non-Residential Groundwater evaluation is based on target level of 1.0 mg/L.

Water Source: Residential Drinking Water (RDSW)

Concentrations up to 0.5 mg/L: Safe, above 0.5 mg/L: Investigate

- **Results:**
  - 1,4-DCB: 0.5 mg/L
  - 1,2-DCE: 0.5 mg/L
  - 1,1-DCE: 0.5 mg/L
  - Trichloroethene: 5 mg/L
  - Tetrachloroethene: 0.5 mg/L
  - Tetrachloroethene: 0.5 mg/L
  - 1,2,3-TCE: 0.5 mg/L
  - Vinyl chloride: 0.5 mg/L
  - Other VOCs: YVanka

**Notes:**
- NL: Non-detected at levels above analytical method detection limit (MDL)
- YVanka: YVanka
- Y: Yes
- N: No
- NL: Not Applicable
- NA: Not Applicable
- YVanka: YVanka
- SI: Insufficient Data
- (A) Site Specific criteria may be lower than detection limit
- (B) Site Specific criteria based on single event exposure; therefore, sampling methods should reflect shorter exposure intervals
<table>
<thead>
<tr>
<th>Table 3.5: Warranty on SOLAR WATER HEATING SYSTEMS as of 2018</th>
<th></th>
</tr>
</thead>
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<tr>
<td><strong>Table Note:</strong></td>
<td></td>
</tr>
<tr>
<td>This table reflects the estimated warranty periods for solar water heating systems available in 2018.</td>
<td></td>
</tr>
<tr>
<td><strong>Note:</strong></td>
<td></td>
</tr>
<tr>
<td>The warranty periods are based on data collected from various manufacturers and may vary depending on the specific system and its components.</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>System Type</th>
<th>Warranty Period</th>
</tr>
</thead>
<tbody>
<tr>
<td>Flat-Plate Collector</td>
<td>5-20 years</td>
</tr>
<tr>
<td>Tubular Collector</td>
<td>5-20 years</td>
</tr>
<tr>
<td>Solar Pool Heating</td>
<td>5-10 years</td>
</tr>
<tr>
<td>Solar Domestic Hot Water</td>
<td>5-15 years</td>
</tr>
<tr>
<td>Solar Space Heating</td>
<td>10-20 years</td>
</tr>
</tbody>
</table>

**Key:***
- **Warranty Period:** The period during which the manufacturer guarantees the system's performance.
- **System Type:** The type of solar system being referred to.

**Legend:**
- **Flat-Plate Collector:** A solar collector that uses a flat plate to absorb solar energy.
- **Tubular Collector:** A solar collector that uses tubes to collect and carry heat.
- **Solar Pool Heating:** A system designed to heat swimming pools.
- **Solar Domestic Hot Water:** A system designed to heat domestic water.
- **Solar Space Heating:** A system designed to heat buildings or spaces.

**Note:**
- Warranty periods may vary depending on installation location, climate, and maintenance practices.
- Some manufacturers offer extended warranties for additional fees.
## SUMMARY OF SOIL SAMPLE ANALYTICAL RESULTS

**APPLICATION OF GENERIC PART 201 RESIDENTIAL CRITERIA**

**Samples Collected on December 12-27, 2006**

**CTI Project No.: 6501006-B**

<table>
<thead>
<tr>
<th>PARAMETERS</th>
<th>MDEQ &quot;Drinking Water Protection&quot; Criteria</th>
<th>MDEQ &quot;Groundwater Interface Protection&quot; Criteria</th>
<th>MDEQ &quot;Groundwater Contact Protection&quot; Criteria</th>
<th>MDEQ &quot;Groundwater Vaccinization to Indoor Air Infiltration&quot; Criteria</th>
<th>MDEQ &quot;Direct Contact&quot; Criteria</th>
<th>Statewide Background Default</th>
<th>CS:2-12/21/06 (ppb)</th>
<th>CS:2-12/21/06 (ppb)</th>
<th>CS:4-12/21/06 (ppb)</th>
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*Unless further evaluation is conducted, chromium results are assumed to be Chromium (VI) of unknown configuration.

**NA:** NOT ANALYZED
**ND:** NOT DETECTED
**ID:** Chemical has not been evaluated or inaccurate
**NLL:** Not likely to leach under most conditions
**NLL:** Not likely to volatilize under most conditions

*Residential Criteria based on MDEQ's Part 201 rules, revised January 23, 2006*

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100 S. MILL (Soil-Residential) Page 2 of 2

CTI Associates, Inc.
## SUMMARY OF SOIL SAMPLE ANALYTICAL RESULTS
### APPLICATION OF GENERIC PART 201 RESIDENTIAL CRITERIA

**BMC PLYMOUTH**

100 SOUTH MILL STREET

PLYMOUTH, MI

SAMPLES COLLECTED ON DECEMBER 12-27, 2006

CTI PROJECT NO.: 65010064-B

| PARAMETERS | MDEQ "Drinking Water Protection" Criteria | MDEQ "Groundwater Surface Water Interface Protection" Criteria | MDEQ "Groundwater Contact Protection" Criteria | MDEQ "Volatilization to Indoor Air Inhalation" Criteria | MDEQ "Direct Contact" Criteria | Statewide Background Values (µg/l) | SI-1 (4-7) 12/12/96 | SI-2 (2-6) 12/12/96 | SI-3 (1-2) 12/12/96 | SI-4 (1-2) 12/12/96 | SF-1 (2-7) 12/12/96 | SF-2 (1-2) 12/12/96 | SF-3 (1-2) 12/12/96 | SF-4 (1-2) 12/12/96 | GP-1 (2-7) 12/12/96 | GP-2 (1-2) 12/12/96 | GP-3 (1-2) 12/12/96 | GP-4 (1-2) 12/12/96 | CS-1 (2-7) 12/12/96 |
|------------|---------------------------------|-------------------------------------------------|---------------------------------|-------------------------------------------------|---------------------------------|---------------------------|-----------------|-----------------|-----------------|-----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|
| Toluene    | 160                             | 4,500                                          | 220                              | 1,000                                          | None                            | 100                       | ND              | ND              | ND              | ND              | ND            | ND            | ND            | ND            | ND            | ND            | ND            | ND            |
| Ethylbenzene| 1,000                            | 250                                           | 140                              | 97,000                                         | None                            | 59                        | ND              | ND              | ND              | ND              | ND            | ND            | ND            | ND            | ND            | ND            | ND            | ND            |
| Phylloex    | 160                             | 2,000                                         | 250                              | 250                                            | None                            | 100                       | ND              | ND              | ND              | ND              | ND            | ND            | ND            | ND            | ND            | ND            | ND            |
| Xylenes     | 1,000                           | 250                                           | 560                              | 180,000                                        | None                            | 370                       | ND              | ND              | ND              | ND              | ND            | ND            | ND            | ND            | ND            | ND            | ND            |
| **VOCs**    |                                  |                                               |                                  |                                                |                                 |                           |                 |                 |                 |                 |               |               |               |               |               |               |               |
| Methylene   | 1,000                           | 100                                           | 120                              | 2,500                                          | None                            | 15                        | ND              | ND              | ND              | ND              | ND            | ND            | ND            | ND            | ND            | ND            | ND            |
| 1,1-Dichloro| 15,000                          | 15,000                                        | 950                              | 235,000                                        | None                            | 83                        | ND              | ND              | ND              | ND              | ND            | ND            | ND            | ND            | ND            | ND            | ND            |
| 1,4-Dioxane | 1,000                           | NA                                            | 300                              | 2,500                                          | None                            | 83                        | ND              | ND              | ND              | ND              | ND            | ND            | ND            | ND            | ND            | ND            | ND            |
| 1,1-Dichloro| 1,000                           | 4,000                                         | 460                              | 460                                            | None                            | 100                       | ND              | ND              | ND              | ND              | ND            | ND            | ND            | ND            | ND            | ND            | ND            |
| 1,3-Dichloro| 1,000                           | 1,200                                         | 940                              | 940                                            | None                            | 100                       | ND              | ND              | ND              | ND              | ND            | ND            | ND            | ND            | ND            | ND            | ND            |
| **Heavy Metals** |                               |                                               |                                  |                                                |                                 |                           |                 |                 |                 |                 |               |               |               |               |               |               |               |
| Cadmium     | 0.04                            | 0.04                                          | 0.04                             | 200                                            | None                            | 100                       | ND              | ND              | ND              | ND              | ND            | ND            | ND            | ND            | ND            | ND            | ND            |
| Chromium (III)| 1,000,000,000                  | 1,000,000,000                                 | 1,000                            | 1,000,000,000                                  | 2,000,000                       | 2,000,000                  | 78,000          | 78,000          | 78,000          | 78,000          | 78,000        | 78,000        | 15,000        | 15,000        | 15,000        | 15,000        | 15,000        |
| Lead        | 700,000                         | 700                                           | 100                              | 500                                            | None                            | 3,000,000                  | 3,000,000        | 3,000,000       | 3,000,000       | 3,000,000       | 3,000,000     | 3,000,000     | 3,000,000     | 3,000,000     | 3,000,000     | 3,000,000     |
| **PCBs**    |                                  |                                               |                                  |                                                |                                 |                           |                 |                 |                 |                 |               |               |               |               |               |               |               |
| 2,4-Dichloro| 500                             | 500                                           | 200                              | 200                                            | None                            | 200                       | 200             | 200             | 200             | 200             | 200           | 200           | 200           | 200           | 200           | 200           | 200           |
| 2,4,5-Trichlorobenzene | 500 | 500                                      | None                            | 200                                            | None                            | 200                       | 200             | 200             | 200             | 200             | 200           | 200           | 200           | 200           | 200           | 200           | 200           |
| 2,3,5,6-4Tetrachlorobenzene | 500 | 500                                      | None                            | 200                                            | None                            | 200                       | 200             | 200             | 200             | 200             | 200           | 200           | 200           | 200           | 200           | 200           | 200           |
| 2,3,5-Trichlorobenzene | 500 | 500                                      | None                            | 200                                            | None                            | 200                       | 200             | 200             | 200             | 200             | 200           | 200           | 200           | 200           | 200           | 200           | 200           |
| 2,3,4-Trichloroanisole | 500 | 500                                      | None                            | 200                                            | None                            | 200                       | 200             | 200             | 200             | 200             | 200           | 200           | 200           | 200           | 200           | 200           | 200           |
| 2,3,4,5,6-Pentachloroanisole | 500 | 500                                      | None                            | 200                                            | None                            | 200                       | 200             | 200             | 200             | 200             | 200           | 200           | 200           | 200           | 200           | 200           | 200           |
| 2,4-Dichloro | 500                             | 500                                           | 200                              | 200                                            | None                            | 200                       | 200             | 200             | 200             | 200             | 200           | 200           | 200           | 200           | 200           | 200           | 200           |
| 2,3,4,5,6-Pentachloroanisole | 500 | 500                                      | None                            | 200                                            | None                            | 200                       | 200             | 200             | 200             | 200             | 200           | 200           | 200           | 200           | 200           | 200           | 200           |
| 2,3,4,5-Pentachlorobenzene | 500 | 500                                      | None                            | 200                                            | None                            | 200                       | 200             | 200             | 200             | 200             | 200           | 200           | 200           | 200           | 200           | 200           | 200           |

* Limit further evaluation is conducted, chromium results are assumed to be Chromium (VI)

NA: NOT ANALYZED
ND: NOT DETECTED
ID: Chemical has either not been evaluated or inadequate data precludes the development of criteria
N.L.: Not likely to leach under most conditions
N.V.: Not likely to volatilize under most conditions

*Residential Criteria based on MDEQ's Part 201 rules, revised January 23, 2006

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100 S. MILL (Soil-Residential)
# SUMMARY OF GROUNDWATER SAMPLE ANALYTICAL RESULTS

**GENERIC APPLICATION OF PART 201 RESIDENTIAL CRITERIA**

**BMC PLYMOUTH**

**100 SOUTH MILL STREET**

**PLYMOUTH, MI**

**SAMPLES COLLECTED ON DECEMBER 12-27, 2006**

**CTI PROJECT NO.: 65010064-B**

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<th>MDEQ &quot;Groundwater Surface Water Interface&quot; Criteria</th>
<th>MDEQ &quot;Groundwater Volatilization to Indoor Air Inhalation&quot; Criteria</th>
<th>MDEQ &quot;Groundwater Contact&quot; Criteria</th>
<th>SB-1 12/12/06 (ppb)</th>
<th>SB-2 12/12/06 (ppb)</th>
<th>SB-2A 12/12/06 (ppb)</th>
<th>SB-3 12/12/06 (ppb)</th>
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<td>70</td>
<td>620</td>
<td>93,000</td>
<td>200,000</td>
<td>ND</td>
<td>ND</td>
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</tr>
<tr>
<td>trans-1,2-Dichloroethylene</td>
<td>100</td>
<td>1,500</td>
<td>85,000</td>
<td>220,000</td>
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<td>ND</td>
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<td>2</td>
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<tr>
<td>1,1,1-Trichloroethane</td>
<td>200</td>
<td>200</td>
<td>660,000</td>
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<td>ND</td>
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<td>ND</td>
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</tr>
</tbody>
</table>

ND: NOT DETECTED

ID: Chemical has either not been evaluated or inadequate data precludes the development of criteria

NLL: Not likely to leach under most conditions

NLV: Not likely to volatilize under most conditions

*Residential Criteria based on MDEQ's Part 201 Rules, revised January 23, 2008*
<table>
<thead>
<tr>
<th>PARAMETERS</th>
<th>MDEQ &quot;Drinking Water&quot; Criteria</th>
<th>MDEQ &quot;Groundwater Surface Water Interface&quot; Criteria</th>
<th>MDEQ &quot;Groundwater Volatilization to Indoor Air Inhalation&quot; Criteria</th>
<th>MDEQ &quot;Groundwater Contact&quot; Criteria</th>
<th>GP-3 12/20/06 (ppb)</th>
<th>GP-4 12/20/06 (ppb)</th>
<th>GP-5 12/27/06 (ppb)</th>
<th>GP-6 12/27/06 (ppb)</th>
<th>GP-11 12/27/06 (ppb)</th>
<th>GP-12 12/27/06 (ppb)</th>
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<tr>
<td>1,1-Dichloroethane</td>
<td>88</td>
<td>740</td>
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<td>2,400,000</td>
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<tr>
<td>1,1-Dichloroethylene</td>
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<td>65 PQ</td>
<td>200</td>
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<tr>
<td>cis-1,2-Dichloroethylene</td>
<td>70</td>
<td>620</td>
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<td>200,000</td>
<td>ND</td>
<td>ND</td>
<td>ND</td>
<td>ND</td>
<td>ND</td>
<td>ND</td>
</tr>
<tr>
<td>trans-1,2-Dichloroethylene</td>
<td>100</td>
<td>1,500</td>
<td>85,000</td>
<td>220,000</td>
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<td>9</td>
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<tr>
<td>1,1,1-Trichloroethane</td>
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<td>200</td>
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</table>

ND: NOT DETECTED
ID: Chemical has either not been evaluated or inadequate data precludes the development of criteria
N.L.L: Not likely to leach under most conditions
N.L.V: Not likely to volatilize under most conditions

*Residential Criteria based on MDEQ's Part 201 Rules, revised January 23, 2006
<table>
<thead>
<tr>
<th>Item/Activity</th>
<th>Cost</th>
</tr>
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<tbody>
<tr>
<td><strong>Pre-Approved Activities</strong></td>
<td></td>
</tr>
<tr>
<td>Phase I, II ESA/BEA/DDCC</td>
<td>$ 27,000</td>
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<tr>
<td><strong>Pre-Approved Activities Sub-Total</strong></td>
<td>$ 27,000</td>
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<tr>
<td><strong>Department Specific Activities</strong></td>
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</tr>
<tr>
<td>Vapor Barrier Design and Installation</td>
<td>$ -</td>
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<tr>
<td>Contaminated Soil Transport and Disposal</td>
<td>$ 495,000</td>
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<tr>
<td>Groundwater Management, Treatment and Disposal</td>
<td>$ 75,000</td>
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<tr>
<td>Frac Tank Rental</td>
<td>$ 6,000</td>
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<tr>
<td>Cul-Off Walls</td>
<td>$ 8,550</td>
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<tr>
<td>Pond Liner</td>
<td>$ 229,850</td>
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<tr>
<td>Utility Gasketing</td>
<td>$ 22,950</td>
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<tr>
<td>Oversight, Sampling and Reporting by Environmental Professional</td>
<td>$ 334,500</td>
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<tr>
<td><strong>Department Specific Activities Sub-Total</strong></td>
<td>$ 1,171,850</td>
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<tr>
<td><strong>Demolition</strong></td>
<td></td>
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<tr>
<td>Building and Site Demolition</td>
<td>$ 348,150</td>
</tr>
<tr>
<td><strong>Demolition Sub-Total</strong></td>
<td>$ 348,150</td>
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<tr>
<td><strong>Brownfield Plan and Act 381 Workplan</strong></td>
<td></td>
</tr>
<tr>
<td>Brownfield Plan and Act 381 Work Plan Preparation</td>
<td>$ 30,000</td>
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<tr>
<td>Brownfield Plan and Act 381 Work Plan Implementation</td>
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<td><strong>Brownfield Plan and Act 381 Workplan Sub-Total</strong></td>
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<td><strong>Eligible Activities Sub-Total</strong></td>
<td>$ 840,000</td>
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<tr>
<td>15% Contingency*</td>
<td>$ 227,700</td>
</tr>
<tr>
<td>Interest**</td>
<td>$ 255,530</td>
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<tr>
<td><strong>Total Eligible Amendment</strong></td>
<td>$ 1,023,230</td>
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*15% Contingency excludes preparation of Brownfield Plan 381 Work Plan and Pre-Approved Activities
Table 2

<table>
<thead>
<tr>
<th>Plan Year</th>
<th>0</th>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
<th>5</th>
<th>6</th>
<th>7</th>
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<th>TOTAL</th>
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<tr>
<td>Calendar Year</td>
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<td>2019</td>
<td>2020</td>
<td>2021</td>
<td>2022</td>
<td>2023</td>
<td>2024</td>
<td>2025</td>
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<td>Estimated New TV</td>
<td>$1,623,502</td>
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<td>$1,623,502</td>
<td>$1,623,502</td>
<td>$1,623,502</td>
<td>$1,623,502</td>
<td>$1,623,502</td>
<td>$1,623,502</td>
<td>$1,623,502</td>
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<tr>
<td>Incremental Difference (New TV - Base TV)</td>
<td>$1,334,004</td>
<td>$1,334,004</td>
<td>$1,334,004</td>
<td>$1,334,004</td>
<td>$1,334,004</td>
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<table>
<thead>
<tr>
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<tbody>
<tr>
<td>State Education Tax (CIT)</td>
<td>$6,000</td>
<td>$6,000</td>
<td>$6,000</td>
<td>$6,000</td>
<td>$6,000</td>
<td>$6,000</td>
<td>$6,000</td>
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<tr>
<td>Local Property Taxes*</td>
<td>$2,731</td>
<td>$2,731</td>
<td>$2,731</td>
<td>$2,731</td>
<td>$2,731</td>
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<td>$2,731</td>
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<tr>
<td>School Total</td>
<td>$8,731</td>
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</table>

<table>
<thead>
<tr>
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<td>Parks</td>
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<tr>
<td>Library</td>
<td>$1,614</td>
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<td>$1,614</td>
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</table>

<table>
<thead>
<tr>
<th></th>
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</thead>
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<tr>
<td>Library</td>
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<td>$3,000</td>
<td>$3,000</td>
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<td>$3,000</td>
</tr>
<tr>
<td>Wayne County Tax</td>
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<td>$3,000</td>
<td>$3,000</td>
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<td>$3,000</td>
</tr>
<tr>
<td>Total Non-Capitalizable Taxes</td>
<td>$1,536</td>
<td>$1,536</td>
<td>$1,536</td>
<td>$1,536</td>
<td>$1,536</td>
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</table>

<table>
<thead>
<tr>
<th></th>
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</thead>
<tbody>
<tr>
<td>Total Tax Increment Revenue (TIR) Available for Capture</td>
<td>$57,123</td>
<td>$57,123</td>
<td>$57,123</td>
<td>$57,123</td>
<td>$57,123</td>
<td>$57,123</td>
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</table>

<table>
<thead>
<tr>
<th>Notes:</th>
</tr>
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<tbody>
<tr>
<td>*Assumption of PRI Tax Exemptions</td>
</tr>
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</table>

NOT APPLICABLE
### Table 3

<table>
<thead>
<tr>
<th>Developer</th>
<th>Maximum Reimbursement</th>
<th>Proportionality (Years 1-2)</th>
<th>Proportionality (Years 3+)</th>
<th>Local Taxes (Years 1-2)</th>
<th>Local Taxes (Years 3+)</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>State</td>
<td>0.00%</td>
<td>0.00%</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td>Local</td>
<td>100.00%</td>
<td>100.00%</td>
<td>$ 292,941</td>
<td>$ 1,855,688</td>
<td>$ 2,088,639</td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>MXD</td>
<td>100.00%</td>
<td>11.3%</td>
<td>$ 232,941</td>
<td>$ 1,855,688</td>
<td>$ 2,088,639</td>
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<tr>
<td>MSF</td>
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<td>0.00%</td>
<td>$ -</td>
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</table>

**Plan Year**

<table>
<thead>
<tr>
<th>Plan Year</th>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
<th>5</th>
<th>6</th>
<th>7</th>
<th>8</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$ 47,448</td>
<td>$ 213,375</td>
<td>$ 350,732</td>
<td>$ 368,361</td>
<td>$ 373,887</td>
<td>$ 383,566</td>
<td>$ 393,194</td>
<td>$ 399,781</td>
<td>$ 1,137,742</td>
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<tr>
<td>State</td>
<td>$ 4,745</td>
<td>$ 21,138</td>
<td>$ 35,973</td>
<td>$ 36,036</td>
<td>$ 57,639</td>
<td>$ 38,077</td>
<td>$ 38,929</td>
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<tr>
<td>Local TIR Available for Reimbursement</td>
<td>$ 42,703</td>
<td>$ 190,238</td>
<td>$ 323,799</td>
<td>$ 331,525</td>
<td>$ 330,399</td>
<td>$ 334,589</td>
<td>$ 334,205</td>
<td>$ 339,442</td>
<td>$ 1,123,966</td>
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</table>

**Total State Incremental Revenue**

**BRA Administrative Fee (10%)**

**Local TIR Available for Reimbursement**

---

**DEVELOPER Reimbursement Balance**

<table>
<thead>
<tr>
<th>Beginning Balance</th>
<th>$ 2,088,639</th>
<th>$ 2,045,921</th>
<th>$ 1,955,688</th>
<th>$ 1,581,589</th>
<th>$ 1,206,415</th>
<th>$ 714,729</th>
<th>$ 164,652</th>
<th>$ 164,652</th>
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**Local-Only Expenditure Costs**

**State Tax Reimbursement**

**Local Tax Reimbursement**

**Total BIR Reimbursement Balance**

<table>
<thead>
<tr>
<th>$ 1,282,977</th>
<th>$ 1,282,977</th>
<th>$ 1,282,977</th>
<th>$ 1,282,977</th>
<th>$ 1,282,977</th>
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</tr>
</thead>
</table>

**Local Only, Interest**

**Total Local Only Reimbursement Balance**

|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|

**Total Local Only Reimbursement**

**Local BROWNFIELD REVOLVING FUND**

<table>
<thead>
<tr>
<th>LRIT Deposits</th>
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<tbody>
<tr>
<td>State Tax Capture</td>
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<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td>Local Tax Capture</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
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<tr>
<td><strong>Total LRIT Capture</strong></td>
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Estimated Total: $ 8

Estimated Total Years of Plan: 8

Administrative Fees: $ 212,776

State Revolving Fund: $ -

LRIT: $ -
REIMBURSEMENT AGREEMENT

This Brownfield Reimbursement Agreement is made as of __________, 2019, among the City of Plymouth Brownfield Redevelopment Authority (the “Authority”), a public body corporate with offices at 201 South Main Street, Plymouth, MI 48170; and Pulte, Michigan LLC, the principal address of which is 100 Bloomfield Hills Parkway, Suite 150, Bloomfield Hills, Michigan 48304 (the “Developer”).

RECITALS

A. The Authority was created by the City of Plymouth (“City”) pursuant to the Brownfield Redevelopment Financing Act, 1996 P.A. 381, as amended (the “Act”), and, pursuant to the Act, the Authority has prepared a Brownfield Plan to include the Property (as defined below) which was duly approved by the City Commission on April __________, 2019 following a public hearing on April 15, a copy of which is attached as Exhibit A (the "Brownfield Plan").

B. The Developer owns the 100 South Mill Street Site in the City of Plymouth which is described on the attached Exhibit B (the "Property") and which, due to the presence on the Property of certain hazardous substances as described in the Brownfield Plan is a "facility" and "eligible property" and is therefore commonly referred to as a "brownfield."

C. Provided it obtains any needed zoning and building approvals from the City and others, the Developer plans to develop the property (the “Improvements”) into a single-family attached townhome residential development. This will increase the tax base for taxing jurisdictions, create new housing options, recreational activities, improve property values, and enhance nearby neighborhoods.

D. In order to make the Improvements on the Property, the Developer will incur costs to complete the Eligible Activities as more fully described in the Brownfield Plan (“Eligible Costs”).

E. In accordance with Act 381 and the Brownfield Plan, the parties desire to use the property tax revenues that are generated from an increase in the tax value of the Property resulting from its development (“Tax Increment Revenues”) to reimburse the Developer for Eligible Costs it incurs in redeveloping the Property.

F. The Brownfield Plan for the Property describes the activities and their attendant costs in summary form based upon the information provided by the Developer; sets out an estimate of the captured taxable value, an estimate of the tax increment revenues, an estimate of the reimbursement payment schedule, and an estimate of the impact of tax increment financing on the revenues of the taxing jurisdictions. The eligible activities costs in the Brownfield Plan are estimated budgeted amounts. Prior to initiation of eligible activities, the Developer shall submit an Implementation Plan to the Authority; and

G. Accordingly, the purpose of this Agreement is to set out the obligations of the parties to this Agreement for reimbursement of the cost of the eligible activities as approved by the Authority and the City.

TERMS AND CONDITIONS

In exchange for the consideration in and referred to by this Agreement, the parties agree as follows:

1. Brownfield Plan. To the extent provisions of the Brownfield Plan conflict with this Agreement, the terms and conditions of the Brownfield Plan control. To the extent provisions of the Brownfield Plan or this Agreement conflict with the Act, the Act controls. Changes or additions to the Brownfield Plan may be submitted in writing to the Authority and to the City for approval. If such changes or additions increase the total cost of the eligible activities to an amount greater than in the approved Brownfield Plan, an amended Brownfield Plan incorporating the cost of said changes or additions may be approved at the sole discretion of the Authority and the City.

2. Construction of Development. The Developer shall proceed with due care obligations to complete the Improvements and undertake and complete the eligible activities resulting in the Eligible Costs, all in accordance with this Agreement, the Brownfield Plan, and all applicable laws, rules, regulations, permits,
orders, and directives of any official or agency of competent jurisdiction. The Developer shall undertake and achieve substantial completion of the Development as described above within a reasonable time after the Brownfield Plan is approved by the Authority and the City.

(a) The parties agree that this Agreement and the Tax Increment Revenues collected and distributed pursuant to the Brownfield Plan are intended to fund only the Eligible Costs that have been approved by the Authority.

(b) Prior to the initiation of eligible activities, the Developer shall submit a detailed Implementation Plan that includes, as a minimum, applicable estimates of the following items related solely to eligible activities:

(i) Cost estimates for project costs related to eligible activities; and

(ii) The Implementation Plan costs shall be provided in the same format as Exhibit A to the Brownfield Plan for the Brownfield Plan costs approved by the Authority.

(c) The Developer shall comply fully with all local ordinances, state and federal laws, and all applicable local, state and federal rules and regulations and shall timely make full payments on all applicable local, state and federal taxes. Nothing in this Agreement shall abrogate the effect of any local ordinance.

(d) This Agreement does not obligate the City to issue any permit required by law to implement the Development.

(e) Noncompliance with this Agreement or discovery of material irregularities at any time are regarded as material breaches of this Agreement. The Authority, in addition to any other remedy provided by law, may do one or more of the following:

(i) withhold future payments to the extent such reimbursed payments relate directly to the noncompliance with the Agreement;

(ii) recover reimbursement payments already disbursed to the extent such reimbursed payments relate directly to the noncompliance with the Agreement; or

(iii) terminate this Agreement.

3. Capture of Taxes. The City shall, during the term of this Agreement, collect all Tax Increment Revenues from the Property and transmit 100% of the eligible incremental local tax revenues (with the exception of the City Voted Debt millage and District Library Voted Debt Millage, the DIA and Detroit Zoo Operating Millages and School Operating and Debt Millages) generated from real and personal property to reimburse the Developer for the costs of eligible activities, which will occur per the terms of this Agreement only after the collection of eligible incremental local tax revenues. Such reimbursement shall not be more than the tax increment revenues captured during the duration of the Brownfield Plan from the taxable improvements located on the Property, including both real property and personal property. Nor shall the total amount of reimbursement be for more than the reasonable and necessary cost of the eligible activities approved by the Authority or otherwise permitted by the Act.

4. Submission of Costs. Before requesting any reimbursement, the Developer shall pay and submit an affidavit of payment for the reasonable and necessary costs of the eligible activities that have been approved by the Authority. For those Eligible Costs for which the Developer seeks reimbursement from the Authority, the Developer shall submit to the Authority such of the following as may be required by Authority representatives:

(a) a written statement detailing the costs,
(b) a written explanation as to why reimbursement is appropriate under the Plan and this Agreement,

c) copies of invoices from the consultants, contractors, engineers, attorneys or others who provided such services,

d) copies of Full Unconditional Lien Waiver(s) from the vendor(s) documenting that the invoice was actually paid;

e) if, not already submitted, copies of the contract with the contractor or supplier providing the services or supplies for which reimbursement is sought;

(f) a statement from the engineer and project manager overseeing the work recommending payment; and

(g) any other documentation reasonably requested by the Authority, in a format and on such forms approved by the Authority, with the Developer’s request for reimbursement to assist the Authority in determining whether the work was performed as approved.

All documentation related to the request for reimbursement shall be submitted within ninety (90) days after the completion of each approved eligible activity. No later than receipt of a Certificate of Occupancy and prior to reimbursement payments being initiated, the Developer shall submit to the Authority a report of the results of the eligible activities performed. Such results shall include, without limitation, any abatement reports, demolition and disposal documentation, supplemental environmental investigation reports, and response activity reports. In addition, the Developer shall submit construction lien waivers from the contractors and subcontractors for the approved eligible activities prior to any payments being initiated. The Developer may submit a reimbursement request including such information whenever it is available even though Tax Increment Revenues for the reimbursement may not be available for many years thereafter. The Developer and Authority agree that no reimbursement requests will be accepted by the Authority after December 31, 2029.

5. Payments. Payments to the Developer shall be made as follows:

(a) Within 60 days of its receipt of the materials identified in paragraph 4 above, the Authority shall decide whether the payment request is for Eligible Costs and whether such costs are accurate. The Authority will determine the amount to be reimbursed, based upon the reasonable and necessary costs of the eligible activities approved by the Authority and the State or otherwise permitted by the Act in light of the actual costs presented in the Developer’s submitted documentation. Such amount shall not exceed the amounts set forth in Section 5(d), subject to such amendments as may have been approved by the Authority, nor shall such costs be reduced by the Authority without good cause shown, such approvals not to be withheld unreasonably. If the Authority determines all or a portion of the requested payment is for Eligible Costs and is accurate, it shall see that the portion of the payment request that is for Eligible Costs and is accurate is processed as provided in subparagraph (b) below. If the Authority disputes the accuracy of any portion of any payment request or that any portion of any payment is for Eligible Costs, it shall notify the Developer in writing of its determination and the reasons for its determination. The Developer shall have 28 days to address the reasons given by the Authority and shall have an opportunity to meet with the Authority’s representatives or, if the Authority Board consents, to meet with the Authority’s Board to discuss and resolve any remaining dispute. In doing so, the Developer shall provide the Authority a written response to the Authority’s decision and the reasons given by the Authority. If the parties do not resolve the dispute in such a manner, it shall be resolved as provided in paragraph 6 below.

(b) Once it approves any request for payment as Eligible Costs and approves the accuracy of such costs, the Authority shall pay to the Developer the amounts for which submissions have been
made pursuant to paragraph 4 of this Agreement as the Authority receives Tax Increment Revenues as directed by the Brownfield Plan, 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. No payments shall be made until after all Tax Increment Revenues have been collected.

(c) The repayment obligation under this Agreement shall expire upon the payment by the Authority to the Developer of all amounts due to the Developer under this Agreement for no more than 10 (ten) years or on December 31, 2029, whichever occurs first.

(d) The amount to be reimbursed under this Agreement shall:

(1) The BRA will use captured taxes as referred to in (3) to reimburse the Developer for Eligible Costs total amount not to exceed $2,088,639.

(2) The amount of Eligible Costs to be reimbursed with the capture of taxes levied for school operating purposes ("School Taxes") is estimated to be $0.

(3) The BRA shall charge a 10% administration fee payable by the Developer and capped at the limit per PA 381 of 1996.

(4) The amount of Eligible Costs to be reimbursed with the capture of taxes not levied for school operating purposes ("Local Taxes") is estimated to be $2,088,639.

(5) Interest shall be paid on April 1st of each year for the duration of this agreement at 3 (three) percent of the outstanding eligible cost balance.

(6) Upon payment to Developer of total reimbursements as outlined above being met, or expiration of the Plan, reimbursements to Developer shall cease.

(e) The sole source for any reimbursement shall be such Tax Increment Revenues. To the extent permitted by law, such reimbursements, once approved by the Authority under subparagraph (b) above shall be and remain valid and binding obligations of the Authority until paid or until expiration of the time for payment as provided in subparagraphs (c) and (d) above. However, the Developer shall bear any risk of a change in law prohibiting reimbursement at the time Tax Increment Revenues are available for reimbursement to the Developer for costs that were Eligible Costs at the time the Authority approved them. In no event shall the Developer be reimbursed for any approved eligible costs that have been or will be reimbursed or credited against other obligations by any other governmental entity, including any grant moneys received by Developer.

(f) If any of the Property is substantially destroyed by fire or natural events or causes as determined by the Community Development Director, Building Official, City Engineer, or retained subject matter experts, this Agreement shall terminate unless reconstruction occurs at an equal or greater taxable value within twelve (12) months of the date of the loss. No payments shall be made during the period of reconstruction. Payments shall resume when the reconstruction is substantially complete as determined by the Building and Engineering Department Director of the City.

(g) In addition to any other remedies provided in this Agreement, if any payment made by the Authority is determined to be improper or outside of the scope of its obligations under this Agreement, or in the event of the Developer’s breach or default of this Agreement, the Developer shall, at the request of the Authority, repay or return any monies paid by the Authority that are directly related to said breach, default or improper payment.

6. Dispute As To Eligible Costs. If there is a dispute over whether a cost submitted by the Developer is an "Eligible Cost," the dispute shall be resolved by an independent qualified professional chosen by mutual agreement of the parties. If the parties are unable to agree upon a professional, then each party (the City, the Authority, and the Developer) shall appoint an independent qualified professional to review the Authority’s decision, provided that each party chooses a professional that has not been directly employed.
by or provided services to that party for a period of two (2) years before the date of proposed appointment. If and to the extent that two of the three qualified professionals so selected agree that costs submitted are eligible pursuant to the Brownfield Plan and was previously approved by the Authority, this shall constitute an award, and the Developer shall be reimbursed those costs in accordance with this Agreement. In addition, any such award may be used as the basis for the Wayne County Circuit Court rendering judgment that such award constitutes a final decision under statutory arbitration.

7. **Assignment of Future Reimbursement Revenue.** The Developer may assign its reimbursement rights under this Agreement via a written instrument, a copy of which must be provided to the Authority no later than thirty (30) days prior to such assignment. However, any such right to reimbursement shall always remain contingent upon material compliance with all aspects of this Agreement on the part of the Developer and any of its assigns, successors, transferees, and heirs. This Agreement shall run with the land constituting the Property and shall be binding upon and inure to the benefit of the Developer and the Authority as well as their respective assigns, successors, transferees, and heirs.

8. **Adjustments.** If, due to an appeal of any tax assessment or reassessment or any other reason, the Authority is required to reimburse any Tax Increment Revenues, the Authority may deduct the amount of any such reimbursement from any amounts due and owing the Developer or, if all amounts due the Developer under this Agreement have been fully paid, the Authority may invoice the Developer for the amount of such reimbursement and the Developer shall pay the Authority such invoiced amount within 30 days of the Developer’s receipt of the invoice from the Authority. Nothing in this agreement shall limit the right of the Developer to appeal any tax assessment.

9. **Obligation to Fund Eligible Activities.** The Developer shall pay for the Eligible Costs with its own funds and receive reimbursement from the Authority by available Tax Increment Revenues. It is anticipated that there will be sufficient available Tax Increment Revenues to pay all Eligible Costs under this Agreement. However, if for any reason increased Tax Increment Revenues from the Development do not result in sufficient revenues to satisfy such obligations, the Developer agrees and understands that it will have no claim or further recourse of any kind or nature against the City or the Authority and the Developer shall assume full responsibility for any such loss or costs.

10. **Access for Inspection.** Employees and agents of the Authority and the City are authorized to enter upon the Property following a minimum of one (1) business day notice to the Developer for the purpose of inspecting the work related to the authorized eligible activities and making determinations that such work is being performed in accordance with the Brownfield Plan in a workmanlike manner.

11. **Indemnification.** The Developer shall defend, indemnify, and hold the City and the Authority, and their agents, representatives, and employees (hereinafter “Indemnified Persons”) harmless from any loss, expense (including reasonable legal counsel fees) or liability of any nature due to any and all suits, actions, legal or administrative proceedings, or claims arising from or on account of the acts or omissions of the Developer, its officers, employees, agents or any persons acting on its behalf or under its control, in implementing the eligible activities described in the approved work plans or arising in any way from this Agreement, including but not limited to, claims for damages, reimbursement or set-off arising from, or on account of, any contract, agreement or arrangement between the Developer and any person for the performance of eligible activities or the terms of this Agreement, including claims on account of construction delays.

12. **Insurance.** During construction, the Developer and any contractor or subcontractor shall provide and maintain comprehensive general liability insurance with limits of one million dollars ($2,000,000) combined single limit, for claims which may arise from the Developer’s operations under this Agreement, naming the Authority and the City as additionally named insureds. Proof of such insurance shall be provided to the Authority in care of the Authority’s Administrator prior to initiating any redevelopment activities.
13. **Termination.** This Agreement shall terminate on the earlier to occur of: (a) the date on which the Authority is no longer authorized to capture tax increment revenues; (b) on the date the Brownfield Plan expires; (c) the date when the amount due under the Agreement has been paid; or (d) upon default of this Agreement by the Developer, including, without limitation, if the Development is not completed within sixty (60) months from the effective date of this Agreement; or (e) upon such other conditions as set forth in this Agreement.

14. **Payment of Taxes.** Developer or any of its successors or assignees of the Development shall pay all real and personal property taxes levied on any portion of the Development on or before the date the same are payable, before any additional interest penalty for late payment is applied. No reimbursements shall be made prior to compliance with this section.

15. **Miscellaneous.**

(a) This is the entire agreement between the parties as to its subject. All previous negotiations, statements and preliminary instruments of the parties or their representatives are merged in this Agreement. It shall not be amended or modified except in writing signed by all the parties. It shall not be affected by any course of dealing and the waiver of any breach shall not constitute a waiver of any subsequent breach of the same or any other provision. Any revision of this Agreement shall not be effective until the provision of a thirty (30) day notice by the City and the Authority to the other parties hereto so that this Agreement remains in full compliance with any applicable Federal, State or Local law or regulation.

(b) This Agreement and the rights and obligations under this Agreement except as previously noted, are un-assignable and non-transferable without the consent of the other parties. It shall, however, be binding upon any successors or permitted assigns of the parties.

(c) This Agreement shall become effective when approved and executed by, the Authority and the Developer.

(d) All parties had input into the drafting of this Agreement and all had the advice of legal counsel before entering into this Agreement. In the event any ambiguity of any language in this Agreement arises, such ambiguity shall not be construed against any party.

(e) Except as otherwise provided in this Agreement, all representations, warranties, covenants and agreements of the parties contained or made pursuant to this Agreement shall survive the execution of this Agreement.

(f) Notices shall be complete when delivered by personal delivery, by courier or delivery service (such as UPS, FedEx or other service) or by certified mail, return receipt requested to the addresses first written above. If any party refuses to accept delivery when presented, delivery shall be deemed to have occurred at the time of such refusal. Any such notice and communication shall be addressed as follows:

**If to Authority:**
City of Plymouth Brownfield Redevelopment Authority  
201 S. Main Street  
Plymouth, MI 48170  
Attn: John Scanlon, Finance Director  
(734) 453-1234

**If to Developer:**
Pulte Michigan, LLC  
100 Bloomfield Hills Parkway, Suite 150  
Bloomfield Hills, MI 48304  
Attn: Chris Plumb  
(248) 988-5082
(g) This Agreement shall be governed by the laws of the state of Michigan. To the extent permitted by law, the jurisdiction and venue for any action brought pursuant to, arising from or to enforce any provision of this Agreement shall be solely in the state courts in Wayne County, Michigan.

By signing below, all parties represent and warrant their authority to enter into this agreement on behalf of their respective organizations. The parties have signed this Agreement as of the date first written above.

PULTE MICHIGAN, LLC

By: ________________________________

CITY OF PLYMOUTH BROWNFIELD REDEVELOPMENT AUTHORITY

By: ________________________________
EXHIBIT B
LEGAL DESCRIPTION OF PROPERTY

Proposed Mill Street Towns Site Development
MEMORANDUM

Date: April 9, 2019  
To: Brownfield Redevelopment Authority Board Members  
From: John Scanlon, Finance Director  
Subject: Budget Amendments

**Issue:** Amendments to the 2018-19 Brownfield Redevelopment Authority budget

**Analysis:** Please find attached the Revenue and Expenditure reports through March 31, 2019 of the 2018-19 fiscal year for the Brownfield Redevelopment Authority Fund, as well as the Brownfield Site Remediation Fund. Also included is a Budget Adjustment Summary.

The 2018-19 Brownfield Redevelopment Authority budget was adopted on May 15, 2018. At the time of the adoption, the numbers were set based on assumptions of captured tax value. These numbers are amended because of changes in millage rates, tax appeals and other circumstances. The Budget Adjustment Summary outlines those amendments.

The adoptions of these amendments are consistent with our current budget practices, as well as the Uniform Budgeting Act. A proposed resolution adopting the amendments is attached.

**Requested Action:** Approve the resolution to amend the 2018-19 Brownfield Redevelopment Authority Budget

**Attachment(s):** Budget Amendment Resolution
RESOLUTION

WHEREAS, actual patterns of departmental expenditures occur differently than originally projected in the 2018-2019 Brownfield Redevelopment Authority Budget as adopted in June of 2018; and

WHEREAS, overall revenue and expenditure forecasts require modifications to the original budgetary allocations as established in the adopted budget; and

WHEREAS, the Brownfield Redevelopment Authority budget amendments require the approval of the Brownfield Redevelopment Authority and the City Commission;

NOW, THEREFORE, BE IT RESOLVED that the 2018-2019 Brownfield Redevelopment Authority budget is hereby amended as indicated in the detailed line-item Budget Adjustment Summary through March 31, 2019 which is made a part of this resolution.

BE IT FURTHER RESOLVED that the City Finance Director is authorized to change the budgetary appropriations as necessary in accordance with this resolution effective April 11, 2019.
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<th>2nd Qtr. Amendments</th>
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### Capital Planning

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<tr>
<td>01/03/2019</td>
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**Notes:**
- All figures are in USD.
- Variance is calculated as Actual Revenue - Expected Revenue.
- Variance % is calculated as (Variance / Expected Revenue) * 100.
MEMORANDUM

Date: April 9, 2019
To: Brownfield Redevelopment Authority Board Members
From: John Scanlon, Finance Director
Subject: Budget Adoption

Issue: Adoption of 2019-20 Brownfield Redevelopment Authority budget

Analysis: Please find attached the proposed Brownfield Redevelopment Fund and Brownfield Site Remediation Fund budgets. There are currently ongoing Brownfield project and one for your consideration. Their status is described below.

The Starkweather School project began to capture funds during the 2017 tax year. As agreed, the project provides a 10% reimbursement to the City’s General Fund. This is reflected in account 243-640-970.500 in the attached proposed budget. To date, we do not have a signed reimbursement agreement, and the captured tax funds sit in a liability account to be distributed upon receiving a signed agreement.

The Mill Street Towns project is up for your consideration. The proposed project has a ten year pay back period, along with the capture of the 10% administration fee. This project comes with a state backed grant of $1 million, which is reflected in the Brownfield Site Remediation Fund.

Since the Brownfield Redevelopment Authority is a separate legal entity from the City, it is required to adopt an annual budget. The budget presented is based on tax information available for the upcoming year. Any adjustment would require a budget amendment. Attached is a budget resolution for your consideration.

Requested Action: Approve the resolution to adopt the Proposed Brownfield Redevelopment Fund and Brownfield Site Remediation Fund Budgets

Attachment(s): Proposed Brownfield Redevelopment Fund and Brownfield Site Remediation Fund Budget Resolution
RESOLUTION
ADOPTION OF THE 2019-2020 BUDGET

The following was moved by Board Member _______________ and seconded by Board Member _______________.

WHEREAS, The 2019-2020 Brownfield Redevelopment Authority Budget was presented to the City Commission by the City Manager on April 1, 2019; and

WHEREAS, Public Act 381 of 1996 requires the Brownfield Redevelopment Authority to adopt a budget annually and forward their approved budget to the City Commission for final adoption; and

WHEREAS, the Board of the Brownfield Redevelopment Authority did review the proposed budget on April 11, 2019 and noted changes, if any;

NOW, THEREFORE, BE IT RESOLVED that the Board of the Brownfield Redevelopment Authority of the City of Plymouth hereby adopts the proposed fiscal year 2019-2020 budget as proposed, with amendments if any, as shown in the enclosed attachment.

NOW, THEREFORE, BE IT FURTHER RESOLVED that the Board of the Brownfield Redevelopment Authority hereby directs the City Manager to submit the proposed budget to the City Commission for inclusion in the overall city budget.
AUTHORITY FUND
BROWNFIELD REDEVELOPMENT
243-

Board and City Commission early in 2016, the redevelopment of the Brownefield also approved during 2003, this project does not involve tax capture as part activity. A fifth project located at E E Manufacturing on Industrial Drive was now closed out, tax capture and 377 square, and two additional condo projects located at 300 Hamilton and 377

amended sites. Authority to facilitate the clean-up and redevelopment of environmentally endangered sites, which gives various tools to local governments advantage of new legislation. The Authority was established in 1996 to take

The Brownefield Redevelopment Authority was approved by the Authority. Revenue sources are from captured tax revenues generated by the Authority's redevelopment activities. Revenue accounts for revenues and expenditures for the Authority.
The Brownfield Redevelopment Authority, City of Plymouth

Private Sector Incentive

The City, in conjunction with the Michigan Economic Development Corporation (MEDC), offers the Brownfield Redevelopment Authority a tax capture incentive. This incentive provides a portion of the property's tax capture for a limited time. The incentive is available for projects that meet certain criteria, including the potential to generate new jobs and investment in the community. The incentive amounts are determined on a case-by-case basis, but generally range from 30% to 50% of the property's tax capture for a period of 10 years. The incentive is available for projects that generate new investments of at least $1 million, and the projects must be located within the City of Plymouth's boundaries. The incentive is intended to encourage private investment in the City's Brownfield sites, leading to economic development and job creation.
The enacting resolution was adopted by the City Commission on December 16, 1996.

Enactment

of 5 to 9 members.

Development Authority of the Economic Development Authority of the City Commission can establish a separate Authority.

Downtown Authority. The Act permits the Brownfield Redevelopment Authority to be established as a second role for the Downtown Authority. The City Commission established the Economic Development Authority as the City of Plymouth Brownfield Redevelopment Authority.

The Authority

with such sites in the future.

if there are any unknown contamination sites elsewhere in the City, the City-wide district provides the best opportunity to deal

compensation costs) can be allocated to the fund for remedial proceedings on other properties in the City. Since we cannot be certain

create a local Brownfield Redevelopment Authority Fund, in an additional five years capture of leases from a completed site (beyond its own

Enforce City as Redevelopment Zone
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**Expenses**

- Project A
- Project B
- Project C

**Revenue**

- Revenue Type 1
- Revenue Type 2
- Revenue Type 3

**Transfer**

- From Account X
- To Account Y

**Notes**

- Note 1
- Note 2
- Note 3
FUND
BROWNFIELD SITE REMEDIATION
-643-

...of other contaminated sites in need of clean up.

This purpose as a means to accumulate resources to provide for future phasing of Remediation Revolving Fund. The city’s Fund # 643 has been established for the continuing tax capture to help with the Brownfield districts in the city has made such final payments and, under the act, reimbursement of site remediation costs to the developer. One of the four continuing capture of taxes in any district for up to 5 years beyond the initial...
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City of Palmdale 2019/2020 Budget