

BROWNFIELD REVOLVING LOAN FUND SUB-GRANT AGREEMENT

THIS BROWNFIELD REVOLVING LOAN FUND SUB-GRANT AGREEMENT (the “Agreement”) is made and entered into on December ___, 2016, by and between **MANITOU MANOR formerly doing business as the MANITOWOC HOUSING AUTHORITY**, a Wisconsin public housing project under §§66.1335 and 66.1201, Wis. Stats. (hereinafter referred to as “Grantee”), and the **CITY OF MANITOWOC**, a Wisconsin municipal corporation (hereinafter referred to as “Grantor”).

RECITALS

- A. The Grantor is the recipient of United States Environmental Protection Agency (USEPA) Brownfield Revolving Loan Funds (“RLF”) and authorized to make certain sub-grants from these funds (the “Grant Funds”).
- B. Grant Funds are to be used to undertake cleanup of brownfield sites by making low interest loans and sub-grants to parties willing to undertake cleanup of these sites.
- C. The Grantee is the owner of certain real property (known as Manitou Manor, a 102-unit low/moderate income apartment complex) located in the City of Manitowoc, Wisconsin (the “Property”), which property is more particularly described in Exhibit A, attached.
- D. The Grantee has agreed to undertake certain remediation work at the Property to replace 499 original windows (the “Project”) including the removal, management, and disposal of the asbestos-containing caulk around the existing windows (the “Work”) resulting in significant energy savings and improved resident safety.
- E. The Grantor has agreed to grant to Grantee certain of the Grant Funds which will be used by the Grantee for a portion of the Work at the Property.
- F. A determination of Site Eligibility, Subgrantee and Ownership Eligibility was prepared for the Property and submitted to the USEPA on March 28, 2016 and accepted by the USEPA on March 28, 2016. The determination demonstrated qualification of the Property and Grantee for consideration of funding through the USEPA RLF program. The determination and the USEPA acceptance of said determination, is attached to this Agreement as Exhibit B.
- G. The Grantor has performed a review of the Wisconsin Historic Preservation Database (WHPD) at the State Historic Society of Wisconsin for listed historic structures and archaeological sites within the area of the Work. The results of the review indicated no known cultural resources.
- H. Grantee certifies that it is not now, and has not in the past, been subject to any penalties resulting from environmental non-compliance at the Property. Grantee certifies that it will conduct the Work in accordance with the requirements of the RLF program.

NOW, THEREFORE, in consideration of the covenants and promises contained herein, it is mutually agreed by and between the parties as follows:

1. Grantor agrees to grant to Grantee the sum of \$36,300.00 to be used by the Grantee for the Work (the "Project Grant Funds") subject to the terms and conditions herein.
2. Grantee shall carry out the Work in accordance with all applicable State, local and federal laws, including but not limited to the following: the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. §§ 9601 et seq.) ("CERCLA"); Uniform Administration Requirements for Grants and Cooperative Agreements to States and Local Governments, 40 C.F.R. Part 31; the National Oil and Hazardous Substances Contingency Plan ("NCP"), 40 C.F.R. Part 300; Executive Order 11246, Equal Employment Opportunity, and implementing regulations at 41 C.F.R. 60-4 relating to federally-assisted construction contracts; all applicable "cross-cutting requirements" described in this section, including those federal requirements agreed between the EPA and City defined by their Cooperative Agreement No. BF-00E00417-0; MBE/WBE requirements found at 40 C.F.R. 31.36(e) or 40 C.F.R. 30.44(b); OSHA Worker Health & Safety Standard 29 C.F.R. 1910.120; the Uniform Relocation Act; Historic Preservation Act; Endangered Species Act; and Permits required by Section 404 of the Clean Water Act; Contract Work Hours and Safety Standards Act, as amended (40 U.S.C. 327-333); the Anti Kickback Act (40 U.S.C. 276c); Section 504 of the Rehabilitation Act of 1973 as implemented by Executive Orders 11914 and 11250; and Cooperative Agreements for Superfund Responses Actions, 40 C.F.R. Part 35, Subpart O. The Grantee and the Grantor agree and understand that the Grantee's compliance with the aforementioned rules and applicable laws shall occur by the Grantee's implementation of the Work.
3. The Grantee shall carry out the Work in accordance with the Davis-Bacon Act of 1931 (CERCLA § 104(g)(1), 40 U.S.C. §§ 276a to 276a-5 and 42 U.S.C. § 3222 as set forth in CERCLA § 104 (g)). Such compliance requires payment of federal prevailing wage rates for construction, repair or alteration work funded in whole or in part with Grant Funds. The Grantee must obtain recent and applicable wage rates from the United States Department of Labor and incorporate them into the contract for the Work wherever such rates are applicable.
4. Grantee certifies that Grantee and, to its knowledge, any contractor(s) it contracts for all or a portion of the Work:
 - a. are not presently or proposed to be debarred or suspended, declared ineligible, or voluntarily excluded from federal, state or local ("public") transactions;
 - b. have not within a three year period preceding this Agreement been convicted of or had a civil judgment rendered against it or them for (i) fraud or commission of a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction or contract under a public transaction, (ii) violation of federal or State antitrust laws, or (iii) embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;

- c. are not presently indicted for or otherwise criminally or civilly charged by a public entity with commission of any of the offenses enumerated under Section 4(b); and
 - d. have not within the preceding three years had a public transaction terminated for cause or default.
- 5. The Grantor shall designate an environmental project manager who shall review and approve the proposed cleanup and coordinate the work to be performed using Grant Funds. The Grantor's environmental project manager will review the Grantee's remedial planning, design, and engineering documents and review the cleanup activities as they are on-going to ensure that the cleanup is being completed in accordance with all local, State, and federal requirements and is protective of human health and the environment.
- 6. The Grantor, on behalf of the Grantee, has prepared certain documents which comprise the "Administrative Record". Notice of a 12-day period in which the Administrative Record will be available to the public for inspection and comment (the "Comment Period") was published on the Grantor's website and in *The Manitowoc Herald Times Reporter* on May 4, 2016. The Comment Period ran 12 consecutive days from said date of publication and included a public hearing and a public meeting of the Brownfields Advisory Committee. The documents which comprise the Administrative Record are as follows:
 - a. Community Involvement Plan ("CIP"). The CIP includes relevant information regarding the importance of community involvement in the remediation of contaminated properties located within the community. The CIP has been finalized.
 - b. Analysis of Brownfield Cleanup Alternatives ("ABCA"). The ABCA includes information about the Property and the contamination issues (i.e. exposure pathways, identification of contaminant sources, etc.); cleanup standards; applicable laws; alternatives considered and the proposed cleanup. The ABCA includes effectiveness, implementability, and the cost of the cleanup proposed. The ABCA has been finalized.
 - c. Asbestos Project Notification ("APN"). Submittal of the notification for asbestos abatement to the Wisconsin Department of Health Services (WDNH) provides regulatory agencies the opportunity to comment on the project. APN includes a summary description of the project, including the start/end dates; location/quantities/types of asbestos to be removed; a description of the methods of removal; a summary of work practices/engineering controls/waste handling procedures; and appropriate contacts.
- 7. After the Comment Period ended, the Grantor shall issue a "Decision Memorandum" which will summarize the intended response to contamination in the redevelopment of the Property and approve the CIP and ABCA and include all comments received regarding the Project. The Decision Memorandum will also include a response to any

comments submitted regarding the Administrative Record. Should any comments warrant or necessitate any modification or revisions to the ABCA, the CIP, or the APN, such modification or revision will be approved in writing by the WDNR prior to implementation.

8. The Grantor and the WDHS shall have full authority to enter the Property and inspect the Work at all times during the execution of the Work. The Grantee recognizes that the Grantor or WDHS has the right to stop the Work immediately and take reasonable and necessary action in the event that the Work is unsatisfactory or is not substantially in accordance with the approved APN, or that a condition exists which creates an imminent and substantial threat to human health, welfare or the environment.
9. The Work at the Property for which the Grant Funds will be utilized shall be limited to costs of removal/handling/disposal of hazardous substances/waste (i.e. asbestos-containing materials) and costs of air monitoring.
10. Prior to the initiation of the Work, including any cleanup activities, the Grantee must provide to the Grantor copies of the State required APN.
11. The Grantee understands and agrees that all of the Grant Funds provided by Grantor to Grantee shall be used by the Grantee towards the cleanup and remediation of the Property for the Project. Grantee shall supply the Grantor with design and construction plan and specifications for the redevelopment of the Property insofar as they pertain to the Work undertaken by Grantee.
12. The Grantee further understands and agrees that any and all work performed on the Property for which the Grant Funds are used and the receipt of any Grant Funds under this Agreement is conditioned upon the Grantee's full compliance with the terms and provisions of this Agreement and the documents in the Administrative Record.
13. The Grant Funds shall be payable to the Grantee as reimbursement for allowable expenses incurred by the Grantee based upon the progress of the Work and in accordance with the approved cleanup project budget (the "Budget"), attached as Exhibit C. No reimbursement shall be made to the Grantee without the written approval of the Grantor.
14. Grantee agrees to use best efforts to keep all expenditures from the Grant Funds within the approved Budget. Grantee shall not exceed any of the costs enumerated in the approved Budget without the prior written approval of the Grantor.
15. The Grantor may withhold up to ten (10%) percent of each payment requested as a retainage until the Grantee has completed the Work.
16. The awarding of this Grant shall be subject to:
 - a. Opinion of the Grantee's Counsel that the Grantee is a separate body politic from Grantor in accordance with §66.1335(1), Wis. Stats., is in good standing, and that all documents executed by the Grantee are valid and enforceable in accordance with their respective terms.

- b. Written authorization in the form of a resolution authorizing the Grantee to accept the Grant Funds and authorizing Grantee's representative to execute this Agreement on behalf of the Grantee.
- c. Evidence by the Grantee that no outstanding taxes, fees, charges, mortgages, liens, encumbrances or other assessments have been filed or are recorded against the Property.
- d. Evidence of insurance coverage with limits of liability as determined by the Grantor. All insurance coverage required shall remain in full force and effect during the term of this Agreement.
- e. Identification of the contractor(s) and subcontractor(s) selected for the Work.
- f. The Grantor's receipt of cleanup project cost breakdown based upon estimates and prices supplied by the Grantee.

The Grantor reserves the right to waive any or all requirements of this paragraph.

- 17. Grantee shall commence the Work within 10 days of the approval by the Brownfields Advisory Committee of the Project Grant Funds and shall use its best efforts to complete the Work by December 31, 2017 in accordance with the approved Project Schedule attached hereto and made a part hereof as Exhibit D.
- 18. All Work performed pursuant to this Agreement and with Grant Funds shall be performed in a good and workmanlike manner.
- 19. All material changes or modification to the Work or the APN shall be approved in writing by the Grantor prior to such change or modification becoming effective. All additional costs incurred, as the result of any change orders shall be the responsibility of the Grantee. In the event that unforeseen conditions are discovered during the implementation of the Work, the Grantee reserves the right to revise the cleanup action and the APN.
- 20. Grantee, at its sole cost and expense, and from sources other than Grant Funds, shall be responsible for ensuring all permits, licenses, approvals, certifications and inspections required by federal, state or local law and to maintain such permits, licenses, approvals, certifications and inspections in current status during the term of this Agreement.
- 21. The Grantee shall:
 - a. Notify the Grantor when the Work is complete. The notice shall contain certification or documentation that the Work is complete and has been performed in accordance with the terms of this Agreement. This notice shall summarize the actions taken, the resources committed and the problems encountered in completion of the Work, if any, and shall be submitted to the Grantor for review and approval before it is finalized.

- b. Perform all of its obligations and agreements under this Agreement, and any other agreements or instruments to which the Grantee is a party and which relate to the Grant Funds and the Work.
22. The Grantee agrees to protect, indemnify, defend and hold harmless, the Grantor, its officers, administrators, agents, servants, employees and all other persons or legal entities to whom the Grantor may be liable from, for or against any and all claims, demands, suits, losses, damages, judgments, costs and expenses, whether direct, indirect or consequential and including, but not limited to, all reasonable fees, expenses and charges of attorneys and other professionals, court costs, and other reasonable fees and expenses for bodily injury, including death, personal injury and property damage, arising out of or in connection with the performance of any work or any responsibility or obligation of the Grantee as provided herein and caused in whole or in part by any act, error, or omission of the Grantee, its agents, servants, employees or assigns.
23. The Grantee shall erect a sign on the Property stating that the Work is being financed in part by USEPA RLF Grant Funds and providing the appropriate contacts for obtaining information on activities being conducted at the site and for reporting suspected criminal activities. The sign erected on the Property shall comply with all requirements of the state and local law applicable to on-premise outdoor advertising as well as 40 CFR Part 35, Subpart 0 (§35.6105(a)(2)(ii)).
24. The Grantee shall maintain fee simple ownership of the Property for the duration of the Work. If the Grantee sells or transfers the Property prior to completion of the Work, then, in that event, the Grantee shall immediately repay the entire amount of Grant Funds advanced to the Grantee by the Grantor.
25. Any forbearance by the Grantor with respect to any of the terms and conditions of this Agreement shall in no way constitute a waiver of any of Grantor's rights or privileges granted hereunder.
26. In the event of a default of any of the terms or conditions of this Agreement, the entire amount of Grant Funds disbursed to Grantee shall become immediately due and payable without the necessity of demand from Grantor. The Grantee shall be deemed to be in default under this Agreement upon the occurrence of any or more of the following events (each an "Event of Default"):
- a. The Grantee assigns this Agreement or any Project Grant Funds advanced hereunder or any interest herein to a third party or if the Property or any interest is conveyed, assigned or otherwise transferred without the prior written consent of the Grantor during the duration of the Work.
 - b. Any representation or warranty made herein or in any report, certificate, financial statement or other instrument furnished in connection with this Agreement shall prove to be false in any material respect.
 - c. The Grantee defaults in the performance of any term, covenant or condition to be performed hereunder and such default is not remedied within 30 days, unless a

longer period of time is reasonably required to cure the default, from and after receipt of written notice from the Grantor to the Grantee, specifying said default. If such default cannot be remedied within that period and remedial effort is not commenced within that period and diligently and continuously pursued, the Grantor shall have the right to proceed by appropriate judicial proceedings to enforce performance or observation of the applicable provisions of this Agreement and/or terminate this Agreement and recover damages from the Grantee to the extent allowed by law.

- d. Any proceeding involving the Grantee or the Property, commenced under any bankruptcy or reorganization arrangement, probate, insolvency, readjustment of debt, dissolution or liquidation law of the United States, or any state, but if such proceedings are instituted, no Event of Default shall be deemed to have occurred hereunder unless the Grantor either approves, consents to, or acquiesces in such proceedings, or such proceedings are not dismissed within 60 days.
- e. An order, judgment or decree is entered, without the application, approval or consent of the Grantor, by any court of competent jurisdiction approving the appointment of a receiver, trustee or liquidator of the Grantee of all or a substantial part of its assets, and such order, judgment or decree shall continue in effect for a period of 60 days.

Upon the occurrence of any one or more of the Events of Default enumerated above, all amounts of Grant Funds disbursed to the Grantee by the Grantor pursuant to this Agreement shall become due and payable, without presentment, demand, protest or notice of any kind to the Grantor, all of which are hereby expressly waived by the Grantee. Additionally, if the Grantee fails to complete the Work, the Grantee shall permit Grantor to access and secure the Property.

- 27. The Grantee agrees to maintain financial and programmatic records pertaining to all matters relative to this Agreement in accordance with generally accepted accounting principles and procedures and to retain all of its records and supporting documentation applicable to this Agreement for a period of 3 years after the completion of the Work except as follows:
 - a. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the 3 year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular 3 year period, whichever is later.
 - b. All such records and supporting documents shall be made available, upon request, for inspection or audit by the Grantor or its representatives.
 - c. The Grantee must receive permission from the Grantor, in writing, prior to destroying any of these records or documents prior to the period identified in subparagraph 27(a) above.

28. The Grantee agrees to permit the Grantor or its designated representative to inspect and or audit its records and books relative to this Agreement at any time during normal business hours and under reasonable circumstances, upon reasonable notice and to copy therefrom any information that the Grantor desires relevant to this Agreement. The Grantor shall provide written notice to the Grantee prior to the execution of this provision. The Grantee agrees to deliver the records or have the records delivered to the Grantor or its designated representative at an address designated by such party within the City of Manitowoc, WI. If the Grantor or its representative finds that the records delivered by the Grantee are incomplete, the Grantee agrees to pay the Grantor or its representative's costs to travel to the location where the books or records are located to audit or retrieve the complete records. In addition, all grant related documents are subject to 40 C.F.R. Section 31.42(e).
29. The Grantee will comply with the statutes prohibiting discrimination on the grounds of race, color, national origin, sex and disability. In addition, the Grantee will undertake good faith efforts in compliance with 40 CFR §35.6580 to give opportunities for qualified Small Business Enterprises (SBE), Minority Business Enterprises (MBE) and Women-Owned Business Enterprises (WBE). The Grantee shall submit a report of such efforts to the Grantor, if the Grantor should request such a report.
30. The Grantee shall not assign or attempt to assign directly or indirectly, any of its rights under this Agreement or under any instrument referred to herein without the prior written consent of the Grantor. During the duration of the Work, the Grantee shall not assign all or any portion of the Property made the subject of this Agreement without the prior written consent of the Grantor.
31. This Agreement is not intended to create or vest any rights in any third party or to create any third party beneficiaries.
32. All amendments to this Agreement shall be in writing and signed by both parties hereto.
33. It is expressly understood that a failure or delay on the part of the Grantee in the performance, in whole or in part, of any of the terms of this Agreement, if such failure is attributable to an Act of God, fire, flood, riot, insurrection, embargo, emergency or governmental orders, regulations, priority, or other limitations or restrictions or other similar unforeseen causes beyond the reasonable control of the Grantee, the failure or delay shall not constitute a breach or Event of Default under this Agreement, *provided, however,* the Grantee shall use its best effort to insure that the Project is completed in reasonable time without unnecessary delay.
34. The provisions of this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.
35. No failure of either party to exercise any power or right given it hereunder or to insist on strict compliance by the other party with its obligations hereunder constitute a waiver of the other party's right to demand at any time exact compliance with the terms hereof.

36. All notices, requests, instructions or other documents to be given hereunder to either party by the other shall be in writing and delivered personally or sent by first class mail, postage prepaid, to the addresses set forth in this Agreement. Any such notice, request, instruction or other document shall be conclusively deemed to have been received and be effective on the date on which personally delivered or, if sent by first class mail, on the day mailed to the parties as follows:

TO THE GRANTOR:

City of Manitowoc
900 Quay Street
Manitowoc, Wisconsin 54220
Attention: City Clerk

TO THE GRANTEE:

Manitou Manor (fdba the Manitowoc Housing Authority)
1433 North 6th Street
Manitowoc, WI 54220
Attention: Director

or to such other address as a party may subsequently specify in writing to the other party.

37. If any provisions or item of this Agreement is held invalid, such invalidity shall not affect other provisions of this Agreement that can be given effect without the invalid provisions or items, and to this end, the provisions of this Agreement are hereby declared severable.
38. This Agreement constitutes the entire contract between the parties, and shall not be otherwise affected by any other purported undertaking, whether written or oral.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in the name and on behalf of them as of the day and year first written above.

CITY OF MANITOWOC

By: _____
Justin M. Nickels, Mayor

Attest: _____
Jennifer Hudon, City Clerk

**MANITOU MANOR formerly doing business as
the MANITOWOC HOUSING AUTHORITY**

By: _____
John W. Stangel, Chair

Attest: _____
Pauline Haelfrisch, Director

Signature Page to Sub-Grant Agreement

EXHIBIT A
Legal Description

Legal description of subject property: Parcel of land located in lot 2 of the subdivision of part of the SW1/4 and part of the SE1/4 Section 17, Town 19 North , Range 24 East, City of Manitowoc, being Tract "A" of Certified Survey recorded in vol. 3 page 29 of Certified Survey Maps, in the office of the Register of Deeds, Manitowoc County, Wisconsin.

Tax Key No. 052-817-301-050.00

PROPERTY ADDRESS: 1433 N 6th Street, Manitowoc, WI 54220

EXHIBIT B
Site and Borrower Eligibility

Site and Property Owner/Borrower Eligibility Determination Request for USEPA Brownfield Revolving Loan Fund Subgrant

Date: March 22, 2016

Project Name: City of Manitowoc, Wisconsin - Implementation of USEPA Brownfield Revolving Loan Fund Grant

Cooperative Agreement Number: BF-00E01242-0

1. Site Information

- a) Site Name: Manitou Manor
- b) Site Address: 1433 North 6th Street (see Figure 1a and Figure 1b)
- c) Acreage: 5.92 Acres (see Attachment A)
- d) Parcel ID: 05281730105000 (see Attachment B)
- e) ACRES ID: *Pending Approval*
- f) Operational History:

The target property is located in Section 17 of Range 24 East in Township 19, and as illustrated on Figure 2, Section 17 (including the approximate portion of the Section occupied by the target property) appears undeveloped in 1835. By 1878, Section 17 was subdivided, and the target property appears part of a larger 40 acre parcel owned by "C. Schumaker." By 1893, the target property was part of a 20.17 acre parcel owned by "C.F. Schumacher" and a building (residence?) was present west of the target property adjacent to North 8th Street. The target parcel was transferred to "G.B. Schumacher" by 1921. As shown on Figure 3, historic orthophotography indicates the primary use of the target parcel in 1946 was agricultural.

Ownership of the target property between 1921 and 1968 remains largely unknown; however, a local newspaper article written in 1968 indicates the target property was owned at one time by the Green Bay Catholic Diocese. The property record indicates the parcel was taxed as "Agricultural" as late as 1968.

The current Certified Survey Map (provided in Attachment A) indicates the target parcel had been subdivided from the once larger 20.17 acre parcel by March 14, 1968 and the map indicates the property was owned by Public Facilities Associates, Inc. Newspaper articles indicate Public Facilities Associates, Inc. (previous owner/developer) began construction on the current building in April 1968 and completed construction later that year. To address the need for low/moderate income housing, a local newspaper article indicates the Federal Home Administration contributed \$1.3 million to cover construction costs. A letter dated October 28, 1969 from Public Facilities Associates, Inc. acknowledges per the terms established by the Contract of Sale, they were the owner-developer during construction utilizing appropriate State building codes and transferred ownership to the Housing Authority of the City of Manitowoc after construction was complete. As noted on the current deed

(provided in Attachment B), ownership of the target property, including the existing building was transferred from Public Facilities Associates, Inc. to the Housing Authority of the City of Manitowoc on December 4, 1968.

A certificate of occupancy was issued by the City of Manitowoc on December 1, 1969 to "Manitou Manor" to operate the Site as a multi-family low-income apartment complex.

- g) Current Site Use and Activity: *The property is currently occupied by a 102-unit low/moderate income apartment complex (Figure 1) operated by the Housing Authority of the City of Manitowoc as Manitou Manor. To address significant energy efficiency and safety issues, 499 original apartment windows installed in ca. 1968 by Public Facilities Associates, Inc (previous owner/developer) need to be replaced. However, due to the presence of asbestos containing caulk around the windows, the Site is real property, the expansion, redevelopment, or reuse of which is complicated by the presence or potential presence of hazardous constituents associated with the building.*

2. Site Ownership

- a) Current Site Owner: *Housing Authority of City of Manitowoc*
- b) Date Site Purchased: *December 4, 1968*
- c) Previous Site Owner: *Public Facilities Associates, Inc.*

3. Site Contamination

An asbestos inspection was conducted by American Air Environmental Services, Inc. on January 6, 2016; an abbreviated summary of the results are provided in Attachment C. The concentration of chrysotile in window caulk was 8.6%; therefore, the material must be managed appropriately as asbestos containing material during demolition/removal.

4. Environmental Enforcement Actions

- a) Known Ongoing or Anticipated Environmental Enforcement Actions: *None currently known.*
- b) Is the Site subject to any of the following:

Explanation - EPA Brownfields funds cannot be used at an RCRA-permitted facility subject to an administrative or judicial order or consent decree, or corrective action requiring cleanup.

- (i) CERCLA Planned or Ongoing Removal Action: *No actions are known.*
- (ii-a) Unilateral Administrative Order: *No orders are known.*
- (ii-b) Court Order: *No orders are known.*
- (ii-c) Administrative Order on Consent: *No orders are known to exist.*

- (ii-d) Judicial Consent Decree: *No orders are known.*
 - (iii) Corrective Action Under the SWDA: *No corrective actions are known.*
 - (iv) RCRA-Permitted Facility is on the Site: *The Site is not listed in the RCRAInfo Database available at <https://www3.epa.gov/enviro/facts/rcrainfo/search.html> and last searched by Stantec on March 21, 2016.*
 - (v) EPA or WDNR Has Been Notified as to the Intent to Close RCRA-Permitted Facility: *Unknown; Site is not listed as a RCRA generator (see iv above).*
 - (vi) PCB Release Subject to Remediation Under TSCA: *No portions of the property are known to be subject to remediation under TSCA due to the release of PCBs.*
 - (vii) Assistance for Response Activity at the Site has Been Obtained for A Portion of the Site under Subtitle I of the SWDA from the LUST Trust Fund Established under Section 9508 if the IRS Code 1986: *No portions are known.*
- c) Is the Property Owned by the Federal Government: *The property is not owned, controlled, or under the jurisdiction of the federal government. The facility is operated by the Housing Authority of the City of Manitowoc as low/moderate-income housing under HUD rules and receives funding from HUD to assist with operational costs.*
- d) Is the Site listed or proposed for listing on the NPL: *No, the property is not listed or proposed for listing on the NPL.*

5. Previous Assessments

An asbestos inspection was conducted by American Air Environmental Services, Inc. on January 6, 2016; an abbreviated summary of the results are provided in Attachment C. The concentration of chrysotile in window caulk was 8.6%; therefore, the material must be managed appropriately as asbestos containing material during demolition/removal.

6. Affirmation Statement

A letter dated October 28, 1969 from Public Facilities Associates, Inc. acknowledges they were the owner-developer during construction (including installation of the original windows) using appropriate State building codes and transferred ownership to the Housing Authority of the City of Manitowoc after construction was complete.

The Housing Authority of the City of Manitowoc did not own the property at the time the windows were installed and is not potentially liable for contamination at the Property under CERCLA Section 107.

7. Non-City Owned Properties

- a) Relationship between City and Current Owner (Housing Authority of the City of Manitowoc): *The Housing Authority of the City of Manitowoc is a quasi-governmental agency operating under an independent board of directors. The Housing Authority is organized under a separate Federal Tax ID from the City of Manitowoc (grantee) and/or*

the City of Manitowoc Community Development Authority. The grantee will provide the Housing Authority of the City of Manitowoc an RLF subgrant to complete asbestos abatement per the requirements of the Manitowoc Brownfields RLF program and the terms and conditions of the City's Cooperative Agreement with USEPA. The grantee will monitor cleanup work at the Site for compliance with the subgrant terms and conditions.

- b) Describe the Housing Authority of the City of Manitowoc's Role in Work to be Performed: *The Housing Authority of the City of Manitowoc will submit an application to the Manitowoc Brownfields RLF program. Utilizing an RLF subgrant, the Housing Authority will contract with an asbestos abatement firm to complete the abatement work per the requirements of ch. NR 477 of the Wisconsin Administrative Code (WAC), including storage, transport, and disposal per ch. NR 502 and 506 WAC. The abatement firm will provide appropriate notification through the WDNR Asbestos Renovation and Demolition Notification System to provide for additional regulatory oversight.*
- c) Indicate How the City Will Gain Access to the Site: *An access agreement between the grantee and Housing Authority of the City of Manitowoc will be included as part of the RLF subgrant agreement documents.*

8. City Owned Properties

- a) Describe How the City Took Ownership of the Site and Date of Acquisition: *Not applicable at this time. The Housing Authority of the City of Manitowoc is a quasi-governmental agency operating under an independent board of directors organized under a separate Federal ID from the City of Manitowoc (grantee) and/or the City of Manitowoc Community Development Authority.*
- b) Were All Hazardous Substances Disposed of Prior to the City Taking Ownership of the Site: *The City (grantee) is not the current owner or operator of the Site. Although it would be impossible to determine the precise date the asbestos containing caulk was placed around each window, it is reasonable to conclude the placement of the caulk took place when the windows were originally installed by the previous owner/operator.*
- c) Did the City Perform an AAI (i.e. ASTM Phase I ESA) of the Property Prior to Taking Ownership of the Site: *The Housing Authority of the City of Manitowoc took ownership of the property in 1968, which predates the AAI process. The State of Wisconsin Department of Industry, Labor, and Human Relations reviewed the building plans and issued a permit for construction suggesting the environmental condition of the Site in 1968 was reasonable for use as a multi-family residential facility. The placement of the asbestos containing caulk likely corresponded to initial window installation by the prior owner/developer. Records indicate a variety of due diligence steps were taken post-construction and prior to acquisition, including Site visits, meetings with the previous owner/builder, and building inspections by the City building inspection department. Closing the building permits and issuance of an occupancy permit indicates the conditions of the property and the building were appropriate for use as a multi-family residential facility. By maintaining/operating the property per requirements of HUD, it appears the Housing Authority of the City of Manitowoc has taken reasonable steps to prevent releases and exposures to hazardous substances at the Site.*

- d) Is the City Responsible for Any of the Environmental Concerns at the Site: *No; the City is not the current owner or operator of the Site. The Housing Authority of the City of Manitowoc has operated and maintained the building for low/moderate income residence since taking ownership in late 1968 per HUD requirements. No records have been identified indicating the asbestos-containing caulk was placed by the Housing Authority. The placement of the asbestos containing caulk likely corresponded to initial window installation by the prior owner/developer.*
- e) Is the City Potentially Liable, or Affiliated with Any Other Person Who is Potentially Liable for Contamination at the Site: *No; the City is not the current owner or operator of the Site and is not potentially liable or affiliated with any other person who is potentially liable for a release at the Site. The Housing Authority of the City of Manitowoc is a quasi-governmental agency operating under an independent board of directors organized under a separate Federal ID from the City of Manitowoc (grantee) and/or the City of Manitowoc Community Development Authority.*
- f-i) Does the City have any Direct or Indirect Familial Relationships or Any Contractual, Corporate, or Financial Relationships with A Potentially Liable Entity: *No*
- f-ii) What Steps Have Been Taken With Regards to Hazardous Substances or Contamination at the Site: *Not applicable; the City is not the owner or operator of the Site.*
- g) As the Owner of the Site, does the City confirm their commitment to comply with the Continuing Obligations Criteria including: *Not applicable at this time.*

9. Borrower Eligibility

The Housing Authority of the City of Manitowoc will submitted an application to the City for a subgrant from the Brownfields RLF program in the amount of approximately \$50,000 to support asbestos abatement/disposal costs associated with replacing 499 windows in 102 low/moderate income apartments as described in Section 10 of this letter. As the current owner and borrower, the Housing Authority of the City of Manitowoc appears to be an eligible entity as described below:

- a) As a condition of the RLF subgrant, the borrower must perform an all appropriate inquiry as found in CERCLA § 101(35)(B) on or before the date of acquisition of the property. *The Housing Authority of the City of Manitowoc took ownership of the property in 1968, which predates the AAI process. The State of Wisconsin Department of Industry, Labor, and Human Relations reviewed the building plans and issued a permit for construction suggesting the environmental condition of the Site in 1968 was reasonable for use as a multi-family residential facility. The placement of the asbestos containing caulk likely corresponded to initial window installation by the prior owner/developer. Records indicate a variety of due diligence steps were taken post-construction and prior to acquisition, including Site visits, meetings with the previous owner/builder, and building inspections by the City building inspection department. Closing the building permits and issuance of an occupancy permit indicates the conditions of the property and the building were appropriate for use as a multi-family residential facility. By maintaining/operating the property per requirements of HUD, it appears the Housing Authority of the City of Manitowoc has taken reasonable steps to prevent releases and exposures to hazardous substances at the Site.*

- b) As a condition of the RLF subgrant, the borrower must affirm they are not considered potentially liable, or affiliated with any other person that is potential liable for response costs at the Site through:
- I. any direct or indirect familial relationship; or
 - II. any contractual, corporate, or financial relationships; or
 - III. a reorganized business entity that was potentially liable or otherwise liable under CERCLA § 107(a) as a prior owner or operator, or generator or transporter of hazardous substances to the facility.

No records have been identified indicating the asbestos-containing caulk was placed by the Housing Authority. The placement of the asbestos containing caulk likely corresponded to initial window installation by the prior owner/developer. Therefore, the current owner is not considered potentially liable, nor known to be affiliated with any other person that is potential liable for response costs at the Site.

- c) As a condition of the RLF subgrant, the borrower will maintain compliance with applicable continuing obligations to obtain and maintain status as a landowner protected from CERCLA liability. *The Housing Authority of the City of Manitowoc will maintain the property as low/moderate-income housing per requirements of HUD, which will include maintaining compliance with applicable continuing obligations.*

10. Subgrant Threshold Evaluation

Per the requirements of CERCAL 104(k)(3)(B)(c); the following has been considered:

- a) The extent the subgrant will facilitate the creation of, preservation of, or addition to a park, greenway, undeveloped property, recreational property, or other property used for nonprofit purposes

The subgrant will facilitate the replacement of 499 windows in a low/moderate-income apartment complex operated by the City of Manitowoc Housing Authority. The replacement of the windows will result in a significant energy cost savings, which will allow the Manitou Manor to continue to serve the low/moderate-income community of Manitowoc. In addition, functional windows will allow for an alternative egress option during a fire.

- b) The extent the subgrant will meet the needs of a community that has the inability to draw on other sources of funding for environmental remediation and subsequent redevelopment of the area in which a brownfield site is located because of the small population or low income of the community

The Manitou Manor serves the low/moderate-income population of Manitowoc and residences often qualify Section 8 vouchers. Therefore, the rent cannot be raised by the Housing Authority to cover the unforeseen cost of asbestos abatement. Further, the minimal reserves maintained by the Housing Authority (per the requirements of HUD) cannot be readily utilized.

- c) The extent the subgrant will facilitate the use or reuse of existing infrastructure; and

The replacement of the windows will result in a significant energy cost savings, which will allow the Manitou Manor to continue to serve the low/moderate-income community of Manitowoc.

- d) The benefit of promoting the long-term availability of funds from a revolving loan fund for brownfield remediation.

Adequate funds remain in the Manitowoc Brownfields RLF program to support future RLF requests.

11. Redevelopment Plans

To address significant safety and energy efficiency issues, the Housing Authority of the City of Manitowoc will replace 499 windows installed in ca. 1968 in 102 low/moderate income apartments at the Manitou Manor facility. The construction cost to replace the windows is estimated to be \$495,000. Due to the large construction cost, the project must be staged over two years to acquire adequate HUD Capital Funds, limited Focus on Energy credits, and minimize the impact to internal reserve funds. The \$50,000 RLF subgrant to cover the cost of asbestos abatement will allow the Housing Authority of the City of Manitowoc to maintain adequate internal reserve funds to maintain compliance with HUD requirements.

FIGURES

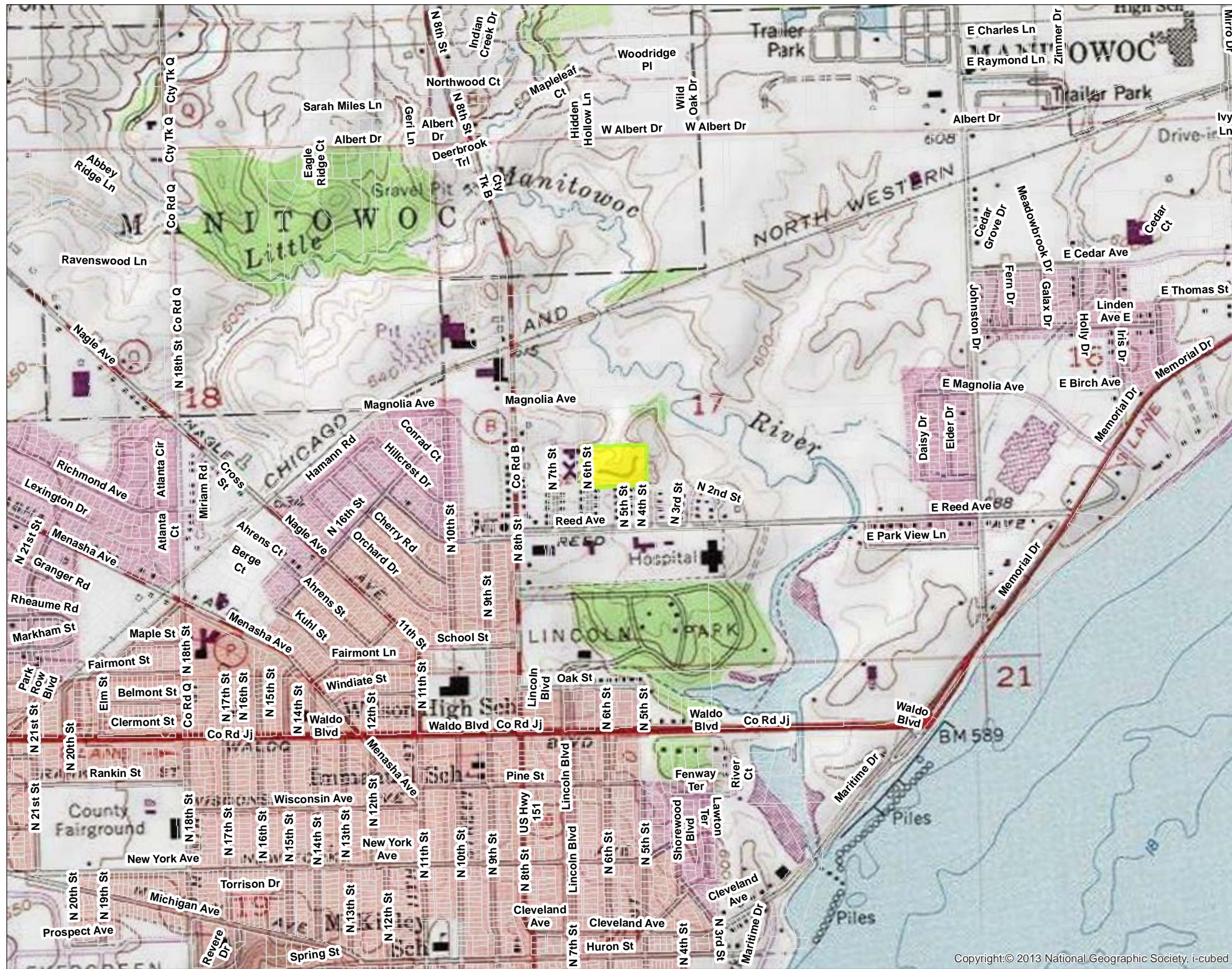
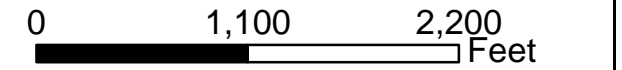


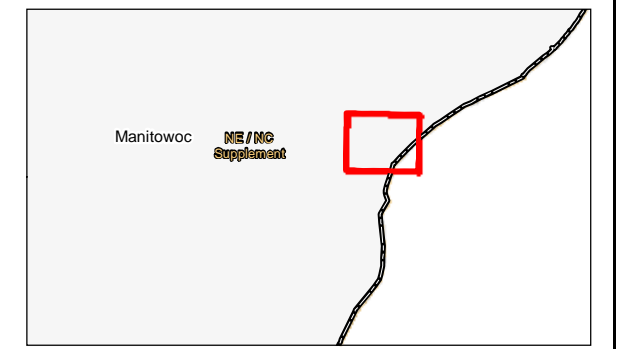
Figure No. 1a
 Title
Figure 1a. Basemap
1433 N 6th Street

Client/Project
 City of Manitowoc
 USEPA Brownfield Assessment Grant
 Petroleum Substances
 1937003931
 Prepared by HLB on 10-28-15



Legend

- Target Property
(PIN 05281730105000)
- Parcels



Notes
 1. Coordinate System: NAD 1983 StatePlane Wisconsin South FIPS 4803
 2. Feet
 3. Data Sources Include:
 Orthophotography: 2015 City of Manitowoc



Copyright:© 2013 National Geographic Society, i-cubed

R:\Data\Manitowoc\Map\2014\1433_6th_Street\01.mxd
 Revised: 2016-09-21 By: hbv

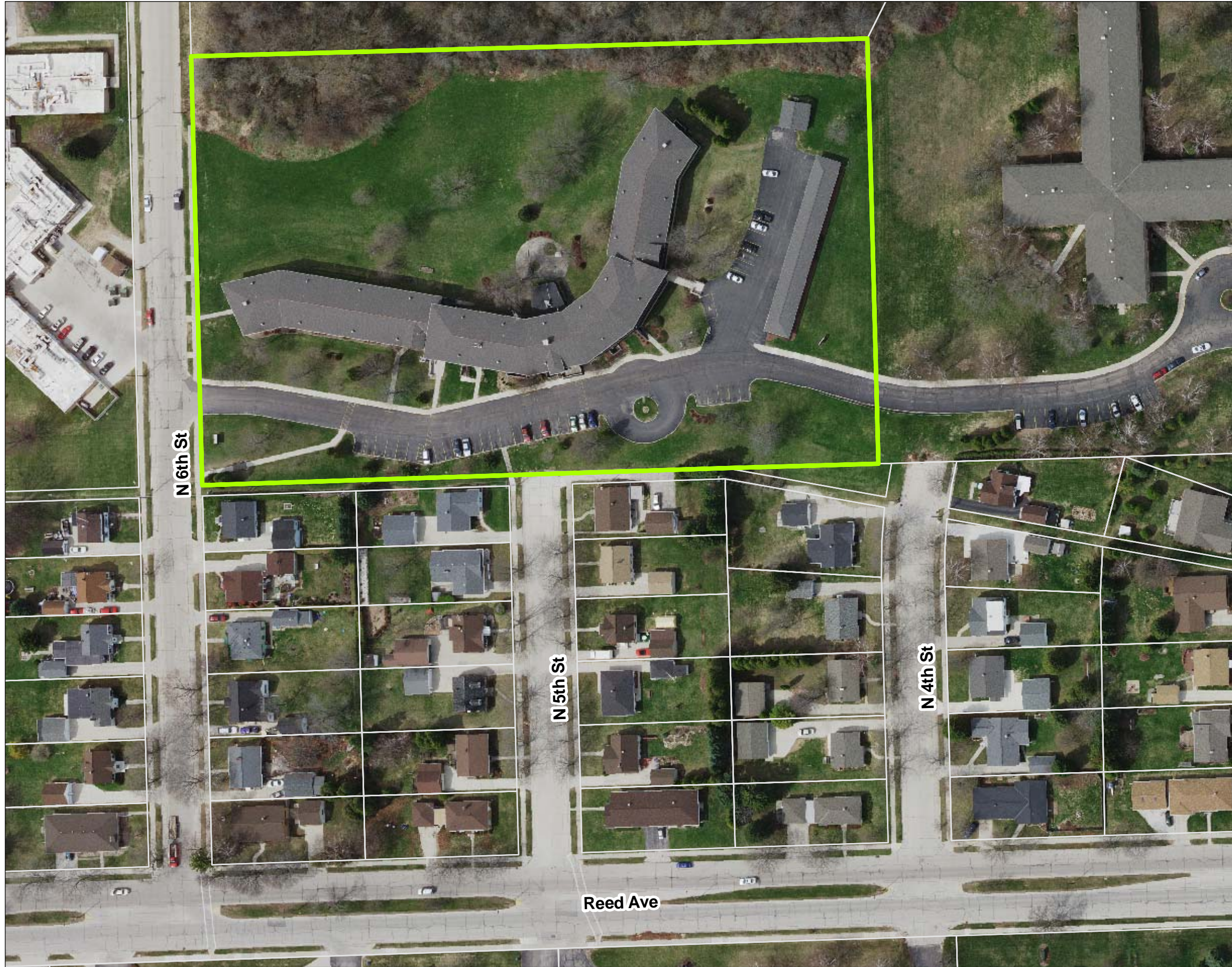


Figure No.

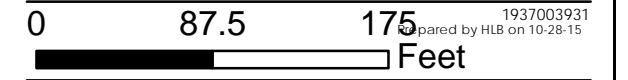
1b

Title

**Figure 1b. Basemap
1433 N 6th Street**

Client/Project

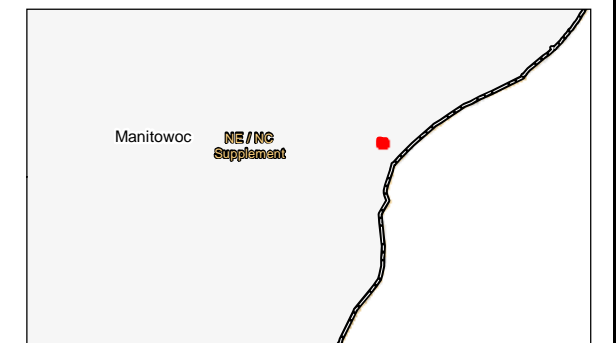
City of Manitowoc
USEPA Brownfield Assessment Grant
Petroleum Substances



Legend

 Target Property
(PIN 05281730105000)

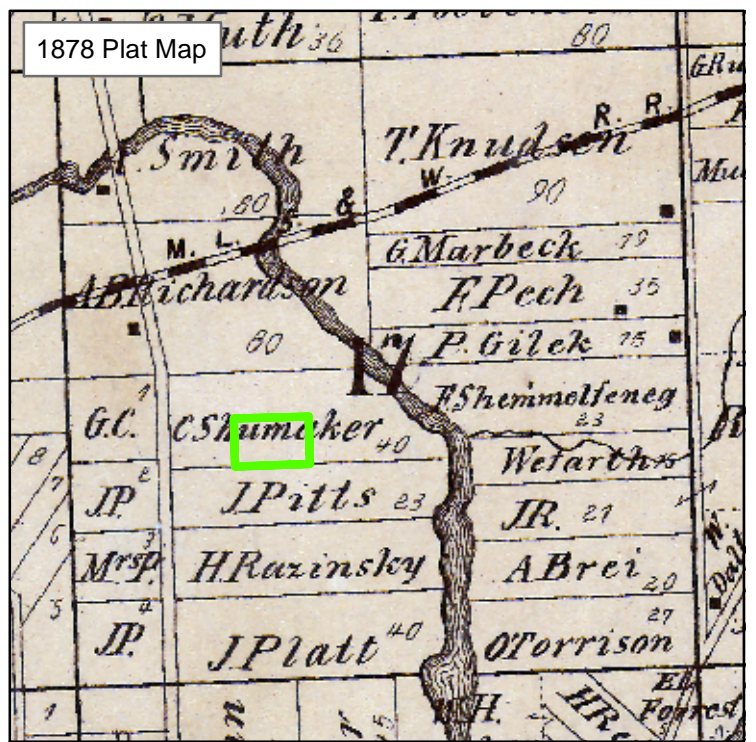
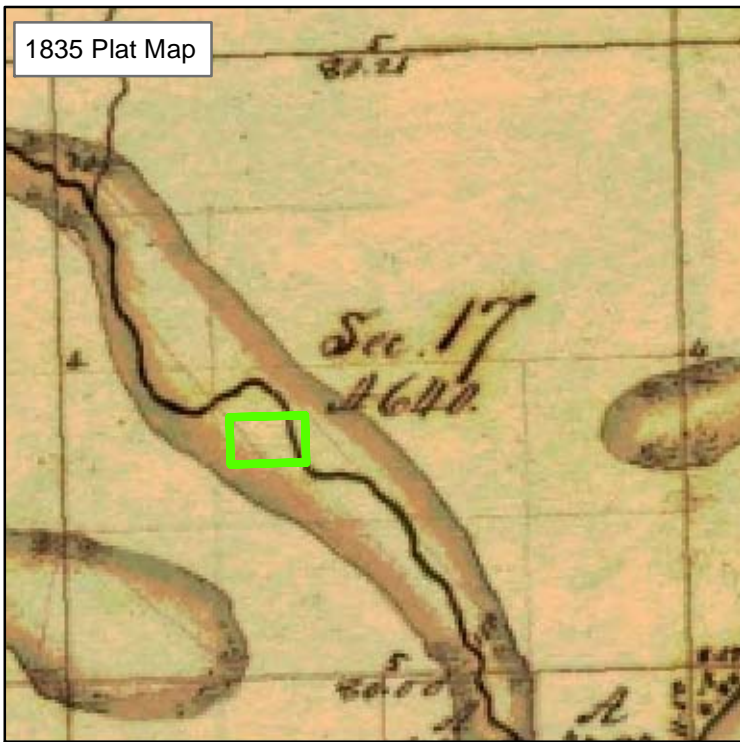
 Parcels



Notes

1. Coordinate System: NAD 1983 StatePlane Wisconsin South FIPS 4803
2. Feet
3. Data Sources Include:
Orthophotography: 2015 City of Manitowoc






State Location



County Location

Legend

 Target Property (PIN 05281730105000)



0 1,200 2,400 4,800 Feet



Stantec
12075 Corporate Parkway
Suite 200
Mequon, WI 53092
(262) 643-9174

The information on this map has been compiled by Stantec staff from a variety of sources and is subject to change without notice. Stantec makes no representations or warranties, express or implied, as to accuracy, completeness, timeliness, or rights to the use of such information.

1433 North 6th Street
Manitowoc, Wisconsin

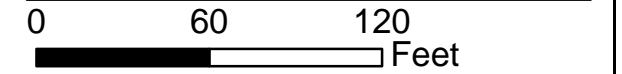
Figure 2
Historic Plat Maps

DWG: 02.mxd
DATE: March 2016
PROJ NO: 193703931



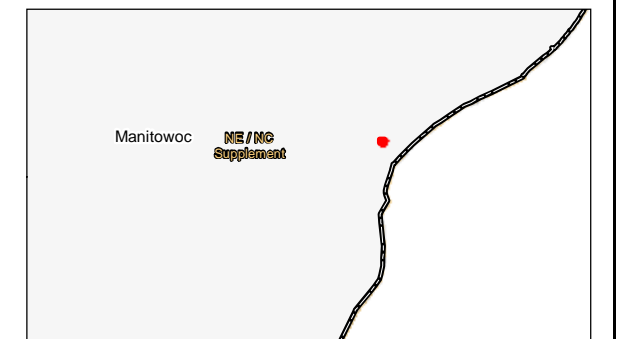
Figure No.
3
Title
**Figure 3. 1946 Orthophotograph
1433 N 6th Street**

Client/Project
City of Manitowoc
USEPA Brownfield Assessment Grant
Petroleum Substances
1937003931
Prepared by HLB on 10-28-15



Legend

 Target Property
(PIN 05281730105000)



- Notes
- 1. Coordinate System: NAD 1983 StatePlane Wisconsin South FIPS 4803
 - 2. Feet
 - 3. Data Sources Include:
Orthophotography: 2015 City of Manitowoc



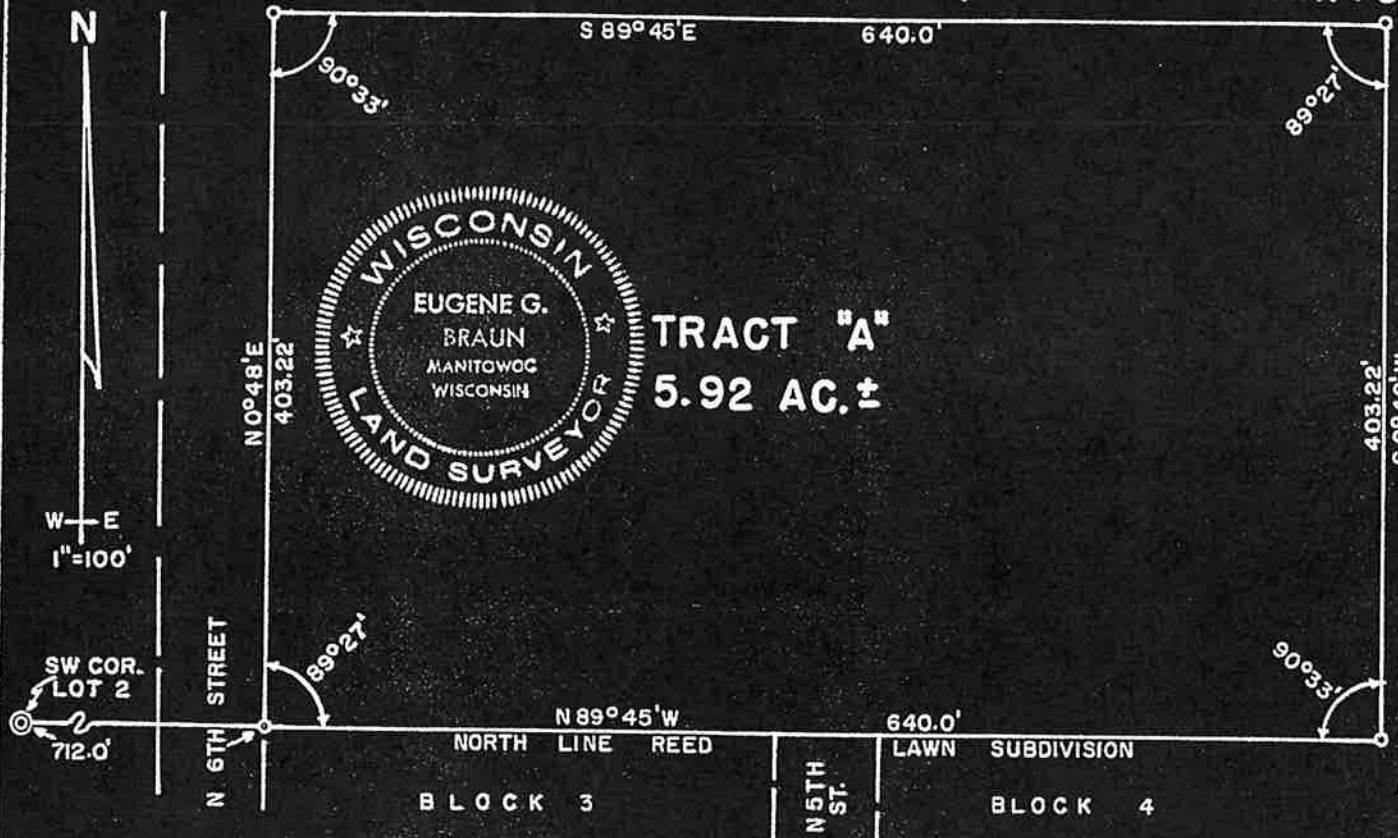
R:\Data\Client\Manitowoc\MXD\1433_6th_Street\03.mxd - Revised: 2016-03-21 By: hbvms

ATTACHMENT A
Current Certified Survey Map

SURVEY IN LOT 2 OF THE SUBDIVISION OF PART OF THE SW 1/4 AND PART OF THE SE 1/4 OF SECTION 17, T. 19 N., R. 24 E., CITY OF MANITOWOC

29

437521



SURVEYORS CERTIFICATE:

I, Eugene G. Braun, registered land surveyor do hereby certify that I have surveyed the following described parcel of land located in lot 2 of the subdivision of part of the SW 1/4 and part of the SE 1/4 of Section 17, T. 19 N., R. 24 E., City of Manitowoc; Commencing at the SW corner of said lot 2, thence S89°45'E a distance 712.0 feet along the south line of said lot 2 (north line of Reed Lawn Subd.) to the east line of N. 6th St. the point of real beginning, thence N0°48'E along said east line of N. 6th St. a distance of 403.22 feet to the north line of said lot 2, thence S89°45'E along said north line of lot 2 a distance of 640.0 feet, thence S0°48'W a distance of 403.22 feet to the south line of said lot 2, thence N89°45'W along said south line a distance of 640.0 feet to the point of real beginning. Said tract contains 5.92 acres of land more or less.

I also certify that the adjacent map is a true representation of said property and correctly shows the exterior boundaries and correct measurements thereof. Also that I have fully complied with the requirements of Chap. 236.34 of the Wis. Statutes and Chap. 21 of the municipal code of the City of Manitowoc, Wisconsin.

CERTIFICATE OF PLANNING AGENCY:

This certified survey map has been submitted to and approved by the Manitowoc City Plan Commission

Dated 2/12/68 Robert Rand
Robert Rand, Mayor

OWNERS CERTIFICATE:

As owners we hereby certify that we caused the land described on this map to be surveyed, mapped, divided and dedicated as shown on this map.

Dated 3/14/68 Carl Carley
Pres.

Dated Feb. 9, 1968 Eugene G. Braun
Eugene G. Braun, #551

Dated 3/14/68 James D. Carley
(no corp. seal) Assistant Secretary
PUBLIC FACILITIES ASSOCIATES, INC.
16 East Gorham Street
Madison, Wisconsin 53703

ATTACHMENT B
Current Property Deed

DOCUMENT NO. 443452

WARRANTY DEED STATE OF WISCONSIN-FORM 1 THIS SPACE RESERVED FOR RECORDING DATA

Office of Register of Deeds ex. Dane County, Wisconsin

THIS INDENTURE, Made this 4th day of December A. D. 1968, between Public Facilities Associates, Inc., a Wisconsin corporation,

Received for Record A. D. 1968 DEC 12 PM 1 05 426 and recorded in vol. 487 of Records on page 487 of the Register.

Housing Authority of City of Manitowoc party of the first part and party of the second part,

Witnesseth, That the said party of the first part, for and in consideration of the sum of one dollar and other good and valuable consideration

to it in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, has given, granted, bargained, sold, remised, released, aliened, conveyed and confirmed, and by these presents does give, grant, bargain, sell, remise, release, alien, convey and confirm unto the said party of the second part, its heirs and assigns forever, the following described real estate situated in the County of Manitowoc and State of Wisconsin, to-wit: Parcel of land located in lot 2 of the subdivision of part of the SW 1/4 and part of the SE 1/4 Section 17, Town 19 North, Range 24 East, City of Manitowoc, more particularly described as:

Commencing at the SW corner of said lot 2, thence South 89° 45' East a distance of 712.0 feet along the south line of said lot 2 (north line of Reed Lawn Subdivision) to the east line of North 6th Street the point of real beginning, thence North 0° 48' East along said east line of North 6th Street a distance of 403.22 feet to the north line of said lot 2, thence South 89° 45' East along said north line of said lot 2 a distance of 640.0 feet, thence South 0° 48' West a distance of 403.22 feet to the south line of said lot 2, thence North 89° 45' West along said south line a distance of 640.0 feet to the point of real beginning. Said tract contains 5.92 acres of land more or less. Being Tract "A" of Certified Survey recorded in vol. 3 page 29 of Certified Survey Maps, in the office of the Register of Deeds, Manitowoc County, Wisconsin.

Together with all and singular the hereditaments and appurtenances thereunto belonging or in any wise appertaining; and all the estate right, title, interest, claim or demand whatsoever, of the said party of the first part, either in law or equity, either in possession or expectancy of, in and to the above bargained premises, and their hereditaments and appurtenances.

To Have and To Hold the said premises as above described with the hereditaments and appurtenances, unto the said party of the second part, and to its heirs and assigns FOREVER.

And the said Public Facilities Associates, Inc. for itself and its heirs, executors and administrators, do covenant, grant, bargain, and agree to and with the said party of the second part, its heirs and assigns, that at the time of the ensembling and delivery of these presents it was well seized of the premises above described, as of a good, sure, perfect, absolute and indefeasible estate of inheritance in the law, in fee simple, and that the same are free and clear from all incumbrances whatever, subject to easements and restrictions of record and subject to all special assessments heretofore or hereafter made.

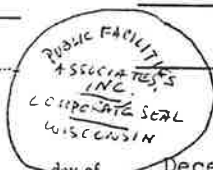
and that the above bargained premises in the quiet and peaceable possession of the said party of the second part, its heirs and assigns, against all and every person or persons lawfully claiming the whole or any part thereof, it will forever WARRANT AND DEFEND. In Witness Whereof, the said party of the first part has hereunto set its hand and seal this 4th day of December, A. D. 1968.

SIGNED AND SEALED IN PRESENCE OF Lois T. Lehmann Attest:

By: David Carley, President James Carley, Secretary

Lois T. Lehmann Marilynn J. Connor

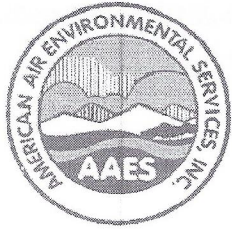
STATE OF WISCONSIN, Dane County, Personally came before me, this 4th day of December, A. D. 1968, the above named David Carley



James Carley, Secretary, of the above named corporation, to me known to be such persons and officers who executed the foregoing instrument and acknowledged that they executed the same as such officers, by its authority, for the purposes therein contained.

This instrument drafted by Ronald W. Todd Notary Public, Dane County, Wis. My Commission (Expires) 8-8-71

ATTACHMENT C
Asbestos Survey Results



AMERICAN AIR ENVIRONMENTAL SERVICES, INC.

49 W 11TH AVENUE
OSHKOSH, WI 54902
PH: (920) 233-7577
FAX: (920) 233-7671
EMAIL: Tom@aaes.com

PLM ANALYTICAL REPORT

Sampler: Matthew Wiedenhoeft
Affiliation: MartinRiley
Project Site: Manitou Manor Apartment #230
File Number: A16 001-002

Date Collected: 1/6/2016
Date Received: 1/6/2016
Submitted By: Walk-In
Analysis Requested: PLM-Bulk

Sample #	Location	Type/Color	Asbestos %	% Fibrous	% Non-Fibrous Composition
1	Upper Left Corner	Original Sealant / Red	5% Chrysotile		95% Binder
2	Lower Right Corner	Replacement Sealant / Gray	None Detected		100% Binder

Analyst: Thomas S. Franks

Analytical Method: Polarized Light Microscopy Method EPA 600/R-93/116

This report may not be reproduced without express authorization of American Air Environmental Services, Inc. Samples will be disposed of in two weeks unless otherwise stated.

Approved by: Thomas S. Franks

Established in 1988



January 19, 2016

American Air Environmental Services, Inc
49 W 11th Ave
Oshkosh, WI 54902

CLIENT PROJECT: Martin Riley
CEI LAB CODE: T16-0060

Dear Customer:

Enclosed are asbestos analysis results for TEM bulk samples received at our laboratory on January 15, 2016. The samples were analyzed for asbestos using transmission electron microscopy (TEM) per Chatfield Method.

Sample results containing > 1% asbestos are considered asbestos-containing materials (ACMs) per the EPA regulatory requirements. The detection limit for the TEM Chatfield method is <1% depending on the processed weight and constituents of the sample.

Thank you for your business and we look forward to continuing good relations. If you have any questions, please feel free to call our office at 919-481-1413.

Kind Regards,

A handwritten signature in black ink, appearing to read "Tianbao Bai". The signature is fluid and cursive, with the first and last names clearly distinguishable.

Tianbao Bai, Ph.D., CIH
Laboratory Director



ASBESTOS ANALYTICAL REPORT
By: Transmission Electron Microscopy

Prepared for

American Air Environmental Services, Inc

CLIENT PROJECT: Martin Riley

CEI LAB CODE: T16-0060

TEST METHOD: Bulk Chatfield
EPA 600 / R93 / 116

REPORT DATE: 01/19/16

TEL: 866-481-1412

www.ceilabs.com



ASBESTOS BULK ANALYSIS

By: TRANSMISSION ELECTRON MICROSCOPY

Client: American Air Environmental Services, Inc
49 W 11th Ave
Oshkosh, WI 54902

CEI Lab Code: T16-0060
Date Received: 01-15-16
Date Analyzed: 01-18-16
Date Reported: 01-19-16

Project: Martin Riley

TEM BULK CHATFIELD / EPA 600 / R93 / 116

Client ID Lab ID	Material Description	Sample Weight (g)	Organic Material %	Acid Soluble Material %	Acid Insoluble Material %	Asbestos %
1 T45910	Red Sealant	0.266	50.8	35.3	13.9	8.6% Chrysotile



LEGEND: None

METHOD: CHATFIELD & EPA/600/R-93/116

LIMIT OF DETECTION: Varies with the weight and constituents of the sample (<1%)

REGULATORY LIMIT: >1% by weight

This report relates only to the samples tested or analyzed and may not be reproduced, except in full, without written approval by CEI Labs, Inc. CEI Labs makes no warranty representation regarding the accuracy of client submitted information in preparing and presenting analytical results. Interpretation of the analytical results is the sole responsibility of the client.

ANALYST:

Kamila Reichert

Kamila Reichert

APPROVED BY:

Tianbao Bai

Tianbao Bai, Ph.D., CIH
Laboratory Director

**EXHIBIT C
Project Budget**

Table 1
City of Manitowoc
BRLF Project Budget Summary

Project Activities (eligible for Match*)	Date of Past Costs	Amount of Past Costs	Manitowoc BRLF Funding Request Amount	Source of Additional Project Funds				Total Dollar Amount
				Applicant	Non-BRLF Public Funds	Applicant In-Kind	Other	
Asbestos Removal / Abatement			\$ 36,300			\$ 3,600		\$ 39,900
Demolition								\$ -
UST Removal								\$ -
AST Removal								\$ -
Removal of Impacted Soil								\$ -
Treatment of Impacted Groundwater								\$ -
Confirmation Sampling								\$ -
Purchase Environmental Insurance								\$ -
Other Remedial Activities (describe):								\$ -
Subtotal		\$ -	\$ 36,300	\$ -	\$ -	\$ 3,600	\$ -	\$ 39,900
Other Activities (not eligible for Match)**								\$ -
New Construction					\$ 445,175			\$ 445,175
Env. Site Assessment (including Phase I ESA, Phase II ESA, etc.)								\$ -
Purchase								\$ -
Grant Administration / Project Overhead								\$ -
State Reimbursable Environmental Costs (e.g. PECFA, DERF, ACCP)								\$ -
Other expenses:								\$ -
Subtotal		\$ -	\$ -	\$ 445,175	\$ -	\$ -	\$ -	\$ 445,175
Total		\$ -	\$ 36,300	\$ -	\$ 445,175	\$ 3,600	\$ -	\$ 485,075

* "Project Activities" are eligible for match. These activities are reimbursable through the Manitowoc BRLF program. Manitowoc will remove ineligible budget items. See Ch. 2, Sec. 5 of "Policies and Procedures Manual" for examples of match expenditures.

** "Other Activities" are not eligible for match. These activities demonstrate the financial investment necessary for redevelopment, but are not reimbursable through the Manitowoc BRLF program.

EXHIBIT D
Project Schedule

The housing authority anticipates beginning work in April 2016 and completing work by Fall 2017.
Refer to Figures 3A and 3B for details.

Figure 3A



2 South Elevation
A201 1" = 30'-0"

NOTE: WINDOWS SHOWN IN CLOUDS ARE PHASE 2. ALL OTHER WINDOWS UNLESS INDICATED OTHERWISE ARE PHASE 1.



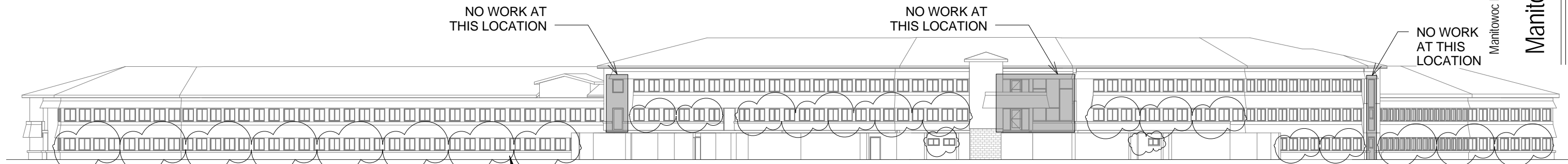
Work Description Notes

- 1 REMOVE EXISTING WINDOWS & BLOCKING IN THEIR ENTIRETY, REMOVE ALUMINUM BREAK METAL MULLION COVERS & HEAD/JAMB COVERS, CLEAN HEADS, JAMBS, & SILLS OF ALL SEALANTS & FOREIGN MATTER. PREPARE SURFACE TO RECEIVE NEW WINDOW. INSTALL ALL NECESSARY BLOCKING & FLASHINGS. INSTALL NEW HORIZONTAL SLIDER.

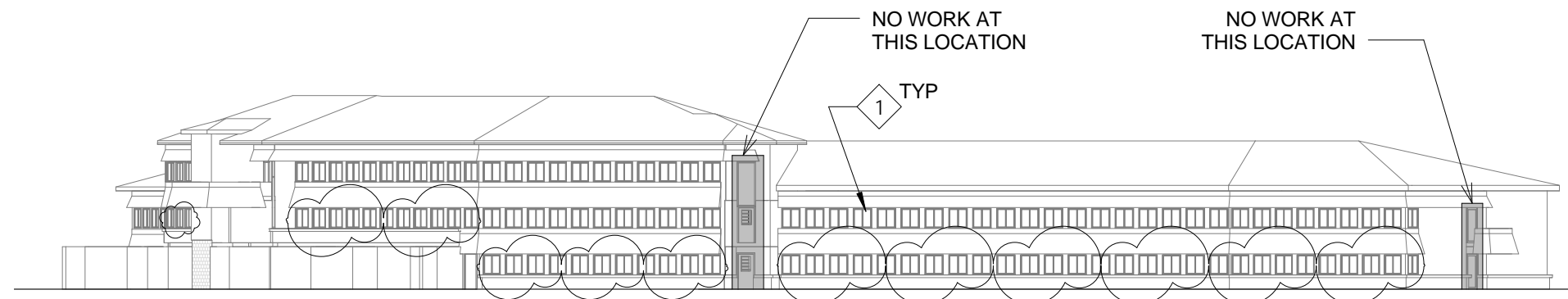


Work Description Notes

- 2 WINDOWS TO BE REPLACED IN TWO PHASES FOR THE PROJECT: PHASE ONE WINDOWS ARE TO BE INSTALLED DURING THE SPRING/SUMMER OF 2016. PHASE 2 WINDOWS WILL BE INSTALLED SPRING/SUMMER OF 2017.



3 Southeast Elevation
A201 1" = 30'-0"



1 East Elevation
A201 1" = 30'-0"

GENERAL NOTES

- 1 ALL GLASS IN ALUMINUM FRAMES SHALL BE RECYCLED. SEE GENERAL REQUIREMENTS ARTICLE 37, CONSTRUCTION WASTE MANAGEMENT
- 2 ALL ALUMINUM FRAMES & ALUMINUM COMPONENTS REMOVED IN DEMOLITION SHALL BE RECYCLED. SEE GENERAL REQUIREMENTS ARTICLE 37, CONSTRUCTION WASTE MANAGEMENT
- 3 EXISTING WINDOW GLAZING COMPOUND, CAULKING, MASTICS AND SEALANTS ARE ASSUMED TO CONTAIN ASBESTOS. DISTURBANCE OF ASBESTOS CONTAINING MATERIAL SHALL BE COMPLETED BY WISCONSIN DEPARTMENT OF HEALTH AND FAMILY SERVICES (DHFS) CERTIFIED ASBESTOS SUPERVISORS AND WORKERS PURSUANT TO DHS 159. SEE GENERAL REQUIREMENTS, #4, HAZARDOUS SUBSTANCES FOR TESTING RESULTS AND CONTRACTOR'S RESPONSIBILITY REGARDING ACM.
- 4 REMOVE CURTAINS & STORE IN ROOM. PROTECT FROM DUST & DEBRIS AND REINSTALL UPON COMPLETION OF PROJECT
- 5 PROTECT ALL EXISTING SURFACES INCLUDING FLOORING FROM CONSTRUCTION RELATED DERBIS DAMAGE & WEAR THROUGHOUT COURSE OF PROJECT
- 6 FIELD VERIFY ALL DIMENSIONS
- 7 DISPOSE OF ALL NON-RECYCLED CONSTRUCTION WASTE LEGALLY OFF SITE



2169 Carlton Road
Oshkosh, Wisconsin 54904
www.martin-riley.com
pho 920.267.3600

DRAWN BY: EWT REVIEWED BY: RG
DATE: 12/15/15
COMMISSION NUMBER: O15077
REVISION: DATE:

A201

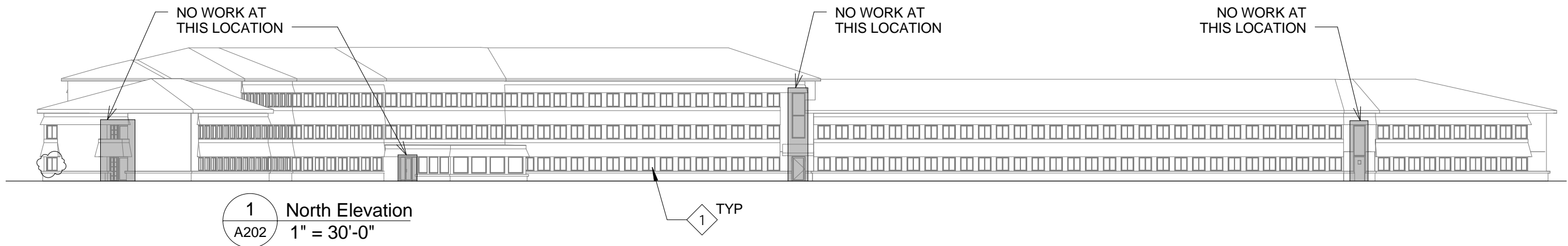
FRONT ELEVATIONS

Manitowoc Housing Authority, Pauline Haeflrisch - Executive Director

Manitou Manor Window Replacement

1433 North 6th Street
Manitowoc, WI 54220

Figure 3B



NOTE: WINDOWS SHOWN IN CLOUDS ARE PHASE 2. ALL OTHER WINDOWS UNLESS INDICATED OTHERWISE ARE PHASE 1.



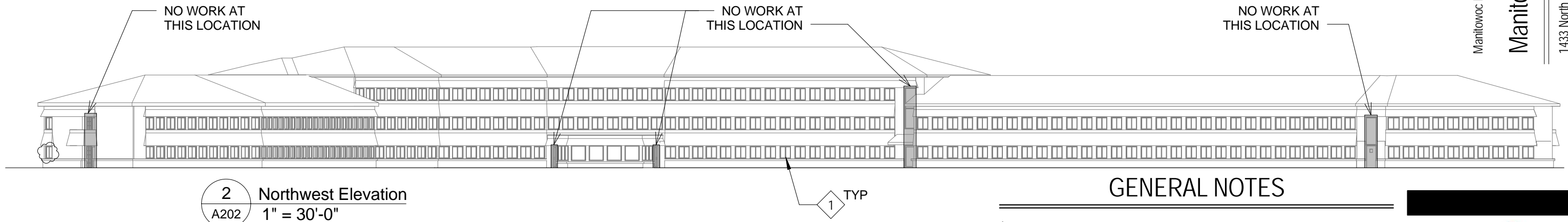
Work Description Notes

- 1 REMOVE EXISTING WINDOWS & BLOCKING IN THEIR ENTIRETY, REMOVE ALUMINUM BREAK METAL MULLION COVERS & HEAD/JAMB COVERS, CLEAN HEADS, JAMBS, & SILLS OF ALL SEALANTS & FOREIGN MATTER. PREPARE SURFACE TO RECEIVE NEW WINDOW. INSTALL ALL NECESSARY BLOCKING & FLASHINGS. INSTALL NEW HORIZONTAL SLIDER.

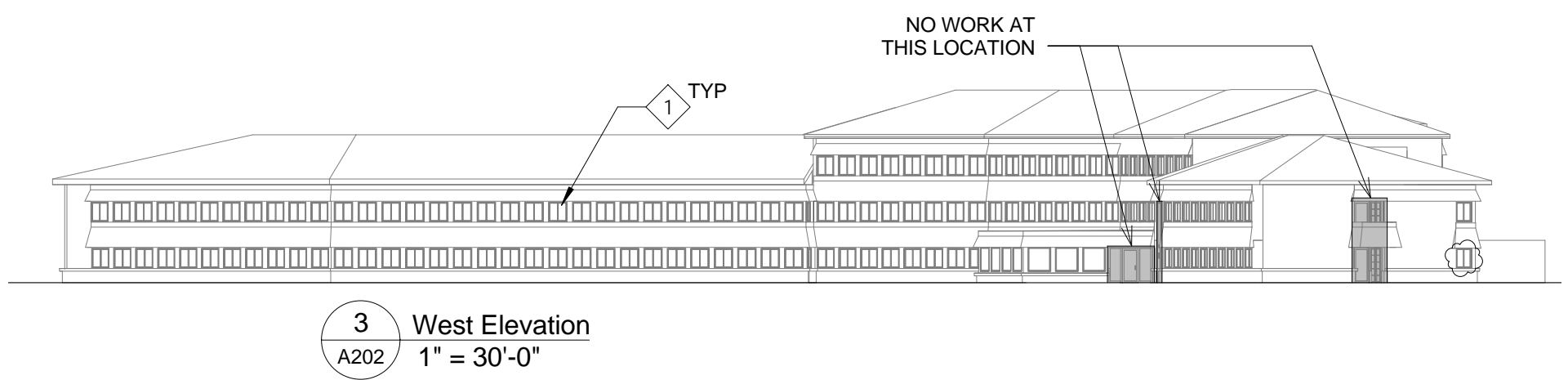


Work Description Notes

- 2 WINDOWS TO BE REPLACED IN TWO PHASES FOR THE PROJECT: PHASE ONE WINDOWS ARE TO BE INSTALLED DURING THE SPRING/SUMMER OF 2016. PHASE 2 WINDOWS WILL BE INSTALLED SPRING/SUMMER OF 2017.



2 Northwest Elevation A202 1" = 30'-0"



3 West Elevation A202 1" = 30'-0"

GENERAL NOTES

- 1 ALL GLASS IN ALUMINUM FRAMES SHALL BE RECYCLED. SEE GENERAL REQUIREMENTS ARTICLE 37, CONSTRUCTION WASTE MANAGEMENT
- 2 ALL ALUMINUM FRAMES & ALUMINUM COMPONENTS REMOVED IN DEMOLITION SHALL BE RECYCLED. SEE GENERAL REQUIREMENTS ARTICLE 37, CONSTRUCTION WASTE MANAGEMENT
- 3 EXISTING WINDOW GLAZING COMPOUND, CAULKING, MASTICS AND SEALANTS ARE ASSUMED TO CONTAIN ASBESTOS. DISTURBANCE OF ASBESTOS CONTAINING MATERIAL SHALL BE COMPLETED BY WISCONSIN DEPARTMENT OF HEALTH AND FAMILY SERVICES (DHFS) CERTIFIED ASBESTOS SUPERVISORS AND WORKERS PURSUANT TO DHS 159. SEE GENERAL REQUIREMENTS, #4, HAZARDOUS SUBSTANCES FOR TESTING RESULTS AND CONTRACTOR'S RESPONSIBILITY REGARDING ACM.
- 4 REMOVE CURTAINS & STORE IN ROOM. PROTECT FROM DUST & DEBRIS AND REINSTALL UPON COMPLETION OF PROJECT
- 5 PROTECT ALL EXISTING SURFACES INCLUDING FLOORING FROM CONSTRUCTION RELATED DERBIS DAMAGE & WEAR THROUGHOUT COURSE OF PROJECT
- 6 FIELD VERIFY ALL DIMENSIONS
- 7 DISPOSE OF ALL NON-RECYCLED CONSTRUCTION WASTE LEGALLY OFF SITE



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DATE: 12/15/15
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REVISION: DATE:

A202

REAR ELEVATIONS

Manitowoc Housing Authority, Pauline Haeflisch - Executive Director

Manitou Manor Window Replacement

1433 North 6th Street
Manitowoc, WI 54220