

Jim
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BROWNFIELD REVOLVING LOAN FUND SUB-GRANT AGREEMENT

THIS BROWNFIELD REVOLVING LOAN FUND SUB-GRANT AGREEMENT (the "Agreement") is made and entered into on December 1, 2016, by and between the **COMMUNITY DEVELOPMENT AUTHORITY OF THE CITY OF MANITOWOC** (the "CDA"), a Wisconsin housing and community development authority under §66.1335, 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 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 (the "Work") at the Property to prepare the remaining buildings for demolition and cleanup and to prepare the Property for eventual redevelopment (the "Project").
- 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 September 27, 2016 and accepted by the USEPA on September 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 consulted with the Wisconsin State Historic Preservation Office and has obtained said Office's concurrence that no historic properties will be affected by the Work. The letter confirming this determination is attached to this Agreement as Exhibit C.
- H. The Grantor requested on October 14, 2016 a waiver to the \$200,000 sub-grant limit under its USEPA RLF program awarded to the City in 2013 under cooperative agreement number BF-00E1242, which was approved by USEPA on October 27, 2016.
- I. 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 \$398,000 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. It is further understood that, due to their statutory relationship, Grantor's services to Grantee will include executing the request for bids process, contracting, payment of invoices, and oversight of the Work on behalf of the Grantee.
6. The Grantor, on behalf of the Grantee, has prepared certain documents which comprise the "Administrative Record". Notice of a 14-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 October 13, 2016. The Comment Period ran 14 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 prepared in draft form.
 - 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 prepared in draft form.
 - c. Asbestos Renovation and Demolition Notification ("ARDN"). Submittal of the notification for asbestos abatement to the Wisconsin Department of Natural Resources (WDNR) and Wisconsin Department of Health Services (WDHS) through the ARDN system provides regulatory agencies the opportunity to comment on the project. ARDN notice 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 has ended, the Grantee 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 ARDN notice, such modification or revision will be approved in writing by the WDNR prior to implementation.
8. The Grantor and the WDNR 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 WDNR 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 ARDN notice, 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, PCB contaminated materials, other controlled wastes, etc.), costs of abatement oversight, and costs of clearance sampling, all of which contribute to preparing the buildings for mechanical demolition.
10. Prior to the initiation of the Work, including any cleanup activities, the Grantee must provide to the Grantor copies of the State required ARDN notice.
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 D. 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. Execution of an operational agreement between the Grantor and Grantee in the form of a Memorandum of Understanding (Exhibit E) identifying how the Grant Funds will be administered and how services will be provided by the Grantor on behalf of the Grantee.
 - f. Identification of the contractor(s) and subcontractor(s) selected for the Work.
 - g. 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 from the date of execution of this Agreement 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 F.
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 ARDN notice 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 per the provisions of the related Memorandum of Understanding. 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 ARDN notice.

20. Grantor, on behalf of 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 Grantor on behalf of the Grantee shall certify when the Work is complete and has been performed in accordance with the terms of this Agreement. Grantor 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 Grantee for review and approval before it is finalized.
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 Grantor, on behalf of 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 Grantor, on behalf of 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 Grantee or its representatives.
 - c. The Grantor must receive permission from the Grantee, 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. 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 Grantor, on behalf of 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 Grantor shall submit a report of such efforts to the Grantee, if the Grantee 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:

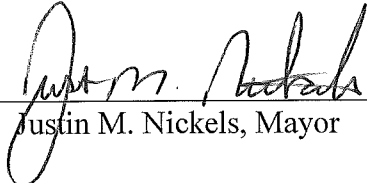
Community Development Authority of the City of Manitowoc
900 Quay Street
Manitowoc, WI 54220
Attention: Executive Director

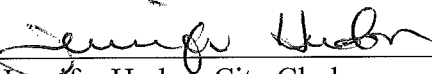
or to such other address as a party may subsequently specify in writing to the other party.

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.

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

**COMMUNITY DEVELOPMENT
AUTHORITY OF THE CITY OF
MANITOWOC**

By: 
John W. Stangel, Chair


Attest: 
Nicolas Sparacio, Executive Director

EXHIBIT A
Legal Description

Legal description of subject property:

Lots One (1), Two (2), Three (3), Four (4), Five (5), Six (6), Seven (7), Eight (8), Nine (9), Ten (10), Eleven (11), Twelve (12), Thirteen (13), Fourteen (14), Fifteen (15), Sixteen (16), Seventeen (17) and Eighteen (18) of Block Two Hundred Forty-six (246) of the Original Plat of the City of Manitowoc, Manitowoc County, Wisconsin, according to the Recorded Plat thereof. (Intending to describe all of said Block Two Hundred Forty-six (246) of the Original Plat of the City of Manitowoc, Manitowoc County, Wisconsin.)

Tax Key No. 052-000-246-000.00

PROPERTY ADDRESS: 1512 Washington 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 for Hazardous Substances

Date: September 29, 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: 1512 Washington Street
- b) Site Address: 1512 Washington Street (see Figure 1)
- c) Acreage: 3.72 Acres (see Attachment A)
- d) Parcel ID: 052.000.246.000.00
- e) ACRES ID: 169132 (*from previous USEPA Brownfields Cooperative Agreement*)
- f) Operational History:

Industrial Development and Operation. As described in the Stantec (2016) Phase I ESA, the property appears undeveloped in 1835. By 1878 the property was platted as 18 contiguous parcels within lot 246; however, development is not apparent on the plat map. The 1878 plat map indicates Sherman Creek bisects the far northwestern portion of the property and flows north to the Manitowoc River. By 1893, the property was occupied by a tannery and 6 apparent residential structures. By 1906, the property consisted of 13 individual residential dwellings and associated automobile garages, a tannery, and a small aluminum manufacturing plant. By 1921, Sherman Creek had been contained within a culvert, residential structures removed, and the majority of the property occupied by a large industrial facility utilized for the manufacturing of aluminum goods.

Significant development of the property for industrial use as a multi-story aluminum goods manufacturing occurred between 1906 and 1912 and again between 1912 and 1927. A multi-story office was constructed at the property adjacent to Washington Street between 1927 and 1956. A Phase I ESA prepared by AECOM in 2009 clarifies that industrial operations ceased at the Site in 1986; however, Mirro corporate and engineering offices remained on the 6th and 7th floors until 2001. The AECOM (2009) Phase I ESA notes that Mirro was a division of the Newell Company, which subsequently became Newell-Rubbermaid

Property Ownership. The property was purchased from Newell Holdings Delaware, Inc. by Union Street Partners, LLC on March 26, 2004 who sold the property to Kenneth J. Lemberger, Sr. on November 18, 2005. The property was transferred to Mirro Building, LLC on March 23, 2006. EJ Spirtas Manitowoc, LLC purchased the property from Mirro Building, LLC on June 2, 2006. The Community Development Authority of the City of Manitowoc took ownership of the property on June 29, 2016 (see Attachment A).

- g) *Current Site Use and Activity: The property is currently vacant and Site buildings are partially demolished. The Site is real property, the expansion, redevelopment, or reuse of which is being complicated by the presence or potential presence of hazardous constituents associated with previous Site operations and operations conducted at nearby/adjacent properties.*

2. Site Ownership

- a) Current Site Owner: *The Community Development Authority of the City of Manitowoc*
- b) Date Site Acquired: June 29, 2016
- c) Previous Site Owner: EJ Spirtas Manitowoc, LLC

3. Site Contamination

Multiple phases of due diligence have occurred at the Site. A Phase I ESA was completed on behalf of the current owner (the Community Development Authority of the City of Manitowoc) on June 28, 2016 by Stantec utilizing USEPA Brownfield Assessment grant funding provided to the City of Manitowoc. The Stantec (2016) Phase I ESA provides a summary of the following reports, which document residual hazardous substance and petroleum impacts to Site soil/groundwater/building materials:

- AECOM, 2009a, Phase I Environmental Site Assessment, January 19, 2009.
- AECOM, 2009b, Phase II Subsurface Assessment, June 4, 2009.
- AES, Inc., 2011, Targeted Brownfields Assessment, March 2011.
- ES&T, 2005, Phase II Environmental Site Assessment, March 10, 2005.
- Legend Technical Services, 2008, Limited Asbestos Visual Inspection Survey Report, July 29, 2009.
- OTIE, 2011, Site Assessment Report, March 15, 2011.
- Stantec, 2016, Property Specific Determination of Eligibility Request, June 14, 2016.
- STN Environmental JV, 2009, Presentation of Building Inspection Results, December 23, 2009.
- STS, 2003, Phase I Environmental Site Assessment, June 20, 2003.
- Symbiont, 2015, PCB Contaminated Concrete Sampling and Unlabeled Drum Characterization Results, May 13, 2015.
- USEPA, 2011, Pollution/Situation Report #2, September 29, 2011.
- WDNR, 2016, Clarification of the Local Government Unit Liability Exemption Related to the Potential Acquisition of the Former Mirro Plant #9, March 8, 2016.

After the Community Development Authority of the City of Manitowoc took ownership of the property on June 29, 2016, Site assessment activities have continued at the Site, including:

- Stantec, 2016c, Site-Specific Sampling and Analysis Plan, July 6, 2016.
- Stantec, 2016d, Mirro Buildings Structural Condition Assessment, July 25, 2016.
- Stantec, 2016e, Photographic Documentation of Former Mirro Building Current Ground Floor Features, July 28, 2016.

- Stantec, 2016f, Addendum 1 to the July 6, 2016 Site-Specific Sampling and Analysis Plan, July 28, 2016.
- Stantec, 2016g, Geophysical Survey Results and Site Survey, August 15, 2016.
- Stantec, 2016h, Inventory of Floor Stains and Photographic Documentation of the Former Mirro Building, August 17, 2016.
- Stantec, 2016i, Site and Property Owner/Borrower Eligibility Determination Request for USEPA Brownfield Revolving Loan Fund Subgrant for Hazardous Substances. August 29, 2016.
- Stantec, 2016j, Inspection of Subsurface Service Tunnel Network, August 31, 2016.
- Stantec, 2016k, Mirro Building Structural Condition Assessment, September 13, 2016.
- Stantec, 2016l, Site-Specific Sampling and Analysis Plan for Phase II ESA – Characterization of Floor Stains and Delineation of PCB Impacts to Concrete, September 15, 2016.
- Stantec, 2016m, National Register of Historic Places Determination of Eligibility, September 20, 2016.
- Stantec, 2016n, Asbestos and Lead Based Paint Pre-Demolition Survey, September 21, 2016.
- Stantec, 2016o, Analysis of Brownfields Cleanup Alternatives, *in press.p*
- Symbiont, 2016, Site Investigation Results and Summary of Previous Assessments, August 1, 2016.

In addition to the identified asbestos containing materials and lead paint (STN, 2009; Symbiont, 2016; and Stantec, 2016n), at least two areas of PCB-impacted concrete (Symbiont, 2016) are known and are targeted for further delineation along with an evaluation of PCB impacts to additional porous building materials (Stantec, 2016l). The need to abate the remaining asbestos, lead based paint, and/or PCB-impacted building materials is prompting the request by the current owner for a subgrant from the City's Brownfields Revolving Loan Fund.

4. Environmental Enforcement Actions

a) Known Ongoing or Anticipated Environmental Enforcement Actions: **None currently under oversight by USEPA.** As noted in the Stantec (2016) Phase I ESA, during enforcement negotiations with USEPA in March 2011, the previous owner (EJ Spirtas Manitowoc, LLC) agreed to conduct a voluntary cleanup with USEPA oversight in two phases. Phase one of the removal action was considered complete by USEPA. USEPA returned oversight for phase two of the removal action at the Property to the Wisconsin Department of Natural Resources (WDNR) in 2013. Phase two has not been completed.

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: **None currently under oversight by USEPA.** As noted in the Stantec (2016) Phase I ESA, USEPA oversight of phase one of voluntary cleanup conducted by the previous owner (Mirro Spirtas, CERCLIS

ID: WIN000510545) is complete. USEPA relinquished oversight to WDNR for phase two of voluntary cleanup under Wisconsin's OCP MOA; phase two of the voluntary clean-up is not complete.

(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: **No Facilities are known.** The Site is listed in the RCRAInfo Database available at <https://www3.epa.gov/enviro/facts/rcrainfo/search.html> (searched August 17, 2016) under Handler ID: WID006076574. WDNR (2016) notes the facility is closed; however, the database indicates this permit remains active as a very small hazardous waste generator.

(v) EPA or WDNR Has Been Notified as to the Intent to Close RCRA-Permitted Facility: **Unknown.**

(vi) PCB Release Subject to Remediation Under TSCA: **None currently under oversight by USEPA.** As noted above, previously identified PCBs subject to TSCA were removed from the property and phase one of the removal action is considered complete by USEPA. USEPA returned oversight for phase two of the removal action at the Property to WDNR in 2013 to facilitate the provision of Brownfields financial assistance. Phase two has not been completed; however, WDNR (2016) notes select concrete recently identified as PCB contaminated must be disposed of as TSCA hazardous waste prior to demolition under the WDNR/USEPA OCP MOA based on sampling completed in Feb/March 2015. Further evaluation/delineation of PCB impacts is proposed (Stantec, 2016)

(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.**

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

As noted in Section 3, the Stantec (2016) Phase I ESA provides a summary of several prior environmental investigations, which document residual hazardous substance and petroleum impacts to Site soil/groundwater/building materials. Assessment activities at the Site are

ongoing to identify/delineate remaining hazardous materials to facilitate abatement and demolition of the buildings (Stantec 2016c-2016o) as required under Phase II of the voluntary cleanup previously agreed to between the USEPA and the prior owner (EJ Spirtas Manitowoc, LLC).

As noted in Section 3, an asbestos and lead paint pre-demolition survey was recently completed (Stantec, 2016n). Some asbestos containing materials identified by STN (2009) are no longer present at the Site; however, significant quantities of friable and potentially friable asbestos containing materials remain. In addition, initial observations indicate significant quantities of weathered lead based paint remain at the Site. At least two areas of PCB-impacted concrete are known (Symbiont, 2016) and are targeted for further delineation along with an evaluation of PCB impacts to additional porous building materials (Stantec, 2016l). The need to abate the remaining asbestos, lead based paint, and/or PCB-impacted building materials is prompting the request by the current owner for a subgrant from the City's Brownfields Revolving Loan Fund.

6. Affirmation Statement

The Community Development Authority of the City of Manitowoc has not owned the property or operated on the property 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: *The Community Development Authority of the City of Manitowoc consists of seven resident/citizen Commissioners appointed by the Mayor with confirmation from the Manitowoc Common Council. The Community Development Authority of the City of Manitowoc has powers, duties and functions set out in Section 66.1335 of the Wisconsin Statute for housing and redevelopment authorities. Duties of the Community Development Authority include blight elimination, slum clearance, urban renewal, and redevelopment.*

The City of Manitowoc (grantee) will provide the Community Development Authority of the City of Manitowoc an RLF subgrant to complete abatement of remaining hazardous materials (ex. asbestos, lead-based paint, PCB-impacted materials) per WDNR and USEPA requirements subject to requirements of the Manitowoc Brownfields RLF program and the terms and conditions of the grantee'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 Community Development Authority of the City of Manitowoc's Role in Work to be Performed: *The Community Development Authority of the City of Manitowoc will submit a subgrant application to the Manitowoc Brownfields RLF program. The subgrant recipient will contract with an abatement firm to complete the removal work per the requirements of ch. NR 477, ch. NR 700, and ch. NR 500 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 and will work with the current WDNR Project Manager (Mr. Tauren Beggs) to provide for additional regulatory oversight of the proposed abatement project.*

- c) Indicate How the City Will Gain Access to the Site: *An access agreement between the City and the Community Development 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: **The City (grantee) is not the current owner or operator of the Site.**
- 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.**
- c) Did the City Perform an AAI (i.e. ASTM Phase I ESA) of the Property Prior to Taking Ownership of the Site: **The City (grantee) is not the current owner or operator of the Site.**
- d) Is the City Responsible for Any of the Environmental Concerns at the Site: **The City (grantee) is not the current owner or operator of the Site.**
- 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.**
- 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: **The City (grantee) is not the current owner or operator of the Site; however, using funding provided by a USEPA Brownfields Assessment Grant, the City has facilitated continuance of due diligence investigations at the Site. The Site has been secured, and as summarized in Section 3, due diligence investigations are underway at the Site to maintain compliance with Continuing Obligations under CERCLA as described further in Attachment B.**
- g) As the Owner of the Site, does the City confirm their commitment to comply with the Continuing Obligations Criteria: **Not applicable at this time. The Site has been secured, and as summarized in Section 3, due diligence investigations are underway at the Site to maintain compliance with Continuing Obligations under CERCLA as described in Attachment B.**

9. Borrower Eligibility

The Community Development Authority of the City of Manitowoc will submit an application to the City for a subgrant from the Manitowoc Brownfields RLF program in the amount of approximately \$300,000 to support abatement/disposal costs related to removal of remaining hazardous building materials (ex. asbestos, lead-based paint, PCB-impacted materials) to prepare the buildings for demolition. As the current owner and borrower, the Community Development 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. **Utilizing USEPA Brownfield Assessment funding provided to the City, Stantec completed a Phase I ESA on behalf of the Community Development Authority of the City of Manitowoc on June 28, 2016. The Community Development Authority took ownership of the property on June 29, 2016.**
- 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 Community Development Authority of the City of Manitowoc is considered potentially liable or 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 Community Development Authority of the City of Manitowoc will maintain compliance with applicable continuing obligations to obtain and maintain status as a landowner protected from CERCLA liability. Ongoing efforts related to continuing obligations are described in Attachment B.**

10. Subgrant Threshold Evaluation

Per the requirements of CERCLA 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 removal of remaining hazardous building materials to facilitate demolition of the remaining buildings. Demolishing the remaining buildings and cleanup of remaining subsurface impacts will create approximately 3.72 acres of property within the commercial district for redevelopment. Tentative redevelopment scenarios for the property include a combination of mixed-use buildings interspersed with green space. It is reasonable to expect portions of the property will be utilized by nonprofit community groups.

A National Register of Historic Places Determination of Eligibility report was prepared by Stantec (2016m) and submitted to the Wisconsin Historical Society, Division of Historic Preservation for review. In their response letter, the agency agreed that no historic properties will be affected by the proposed work.

- 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 City has borrowed \$2,400,000 (\$1,900,000 million for demolition and \$500,000 for asbestos/contamination removal) to cover the cost of building demolition. For comparison, this is equal approximately 10% of the entire 2016 general fund expenditures.

The economic recovery is slow to reach Manitowoc. Compounding the slow recovery is the continued downturn in the manufacturing sector. For example, Manitowoc Crane announced on August 10, 2016 that they would be moving their manufacturing plant out of Manitowoc. Although the economic impacts from the closing of the Manitowoc Crane Plant is not yet known, with the loss of nearly 600 jobs and vacancy of +100 acres of industrial property, the decrease in potential tax revenue to the City is likely to be significant – therefore limiting the City's ability to self-fund the cleanup of the Site or borrow additional funding for abatement/demolition.

The City is pursuing additional demolition/Brownfield cleanup grants from the Wisconsin Economic Development Corporation (WEDC) and WDNR. However, without an identified developer to facilitate immediate economic growth, limitations by each grant program, and overwhelming need by other communities, demolition/cleanup funding from alternative sources is not assured.

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

Demolishing the remaining buildings and cleanup of remaining subsurface impacts will create approximately 3.72 acres of property within the high-traffic commercial district for redevelopment. The redevelopment of this property will support continued economic growth along Washington Street, which is the primary transportation corridor linking downtown Manitowoc to the interstate.

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

Although this subgrant will utilize a significant portion of remaining funding, adequate funds remain in the Manitowoc Brownfields RLF program to support future RLF requests.

11. Redevelopment Plans

The target property is located along Washington Street, which is the primary transportation/commercial corridor leading to downtown Manitowoc. Tentative redevelopment scenarios for the property include a combination of commercial/residential mixed-use buildings interspersed with green space.

FIGURE

Figure No.

1

Figure 1 Site Location and 2014 Ortho

Client/Project

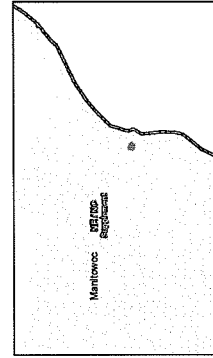
City of Manitowoc
USEPA Brownfield Assessment Grant
Hazardous Substances

0 65 130 Feet

192709931
Prepared by H&B on 6/17/14

Legend

- Target Site
- Parcels



Notes

1. Coordinate System: NAD 1983 StatePlane Wisconsin South FRS 4803
2. Data Sources include:
3. Orthophotography: 2014 City of Manitowoc



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Disclaimer: Stantec is not responsible for any errors or omissions in this document. Stantec is not liable for any damages, including consequential damages, arising from the use of this information. The user assumes all responsibility for the accuracy and completeness of the data. The recipient assumes liability for all use of this information. Stantec is not responsible for any errors or omissions in this document. Stantec is not liable for any damages, including consequential damages, arising from the use of this information. The user assumes all responsibility for the accuracy and completeness of the data. The recipient assumes liability for all use of this information.

ATTACHMENT A
Current Property Deed



State Bar of Wisconsin Form 3-2003
QUIT CLAIM DEED

DOC# 1169612

Document Name

STATE OF WI - MTWC CO
PRESTON JONES REG/DEEDS
RECEIVED FOR RECORD
06/30/2016 10:51:32 AM

THIS DEED, made between EJ Spirtas Manitowoc, LLC, a Missouri limited liability company

("Grantor," whether one or more), and Community Development Authority of the City of Manitowoc

("Grantee," whether one or more).
Grantor quit claims to Grantee the following described real estate, together with the rents, profits, fixtures and other appurtenant interests, in Manitowoc

County, State of Wisconsin ("Property") (if more space is needed, please attach addendum):
Lots One (1), Two (2), Three (3), Four (4), Five (5), Six (6), Seven (7), Eight (8), Nine (9), Ten (10), Eleven (11), Twelve (12), Thirteen (13), Fourteen (14), Fifteen (15), Sixteen (16), Seventeen (17) and Eighteen (18) of Block Two Hundred Forty-six (246) of the Original Plat of the City of Manitowoc, Manitowoc County, Wisconsin, according to the Recorded Plat thereof. (Intending to describe all of said Block Two Hundred Forty-six (246) of the Original Plat of the City of Manitowoc, Manitowoc County, Wisconsin.)

Recording Area

Name and Return Address

Attorney Mark J. Tyczkowski
Remley & Sensenbrenner, S.C.
219 E. Wisconsin Ave.
Neenah, WI 54956

052-000-246-000.00 W-3
Parcel Identification Number (PIN)

This is not homestead property.
(~~is~~) (is not)

This is a gift in lieu of condemnation.

FEE
77.25(2g)
EXEMPT

Dated 29 JUNE 2016

[Signature] (SEAL) _____ (SEAL)
* Eric Spirtas *

_____ (SEAL) _____ (SEAL)
* _____ *

AUTHENTICATION
Signature(s) _____

authenticated on _____

* i

TITLE: MEMBER STATE BAR OF WISCONSIN
(If not, _____
authorized by Wis. Stat. § 706.06)

THIS INSTRUMENT DRAFTED BY:
Atty. Mark J. Tyczkowski, Remley & Sensenbrenner, S.C.,
219 E. Wisconsin Ave., Neenah, WI 54956

ACKNOWLEDGMENT
STATE OF Florida
Collier COUNTY
JILL ANN DEANGELO
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF165451
Expires 10/2/2018

Personally came before me on June 29, 2016
the above-named Eric Spirtas

to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

Jill Ann DeAngelo
* Jill Ann DeAngelo

Notary Public, State of Florida

My commission (is permanent) (expires: 10/02/2018)

(Signatures may be authenticated or acknowledged. Both are not necessary.)

NOTE: THIS IS A STANDARD FORM. ANY MODIFICATION TO THIS FORM SHOULD BE CLEARLY IDENTIFIED.

QUIT CLAIM DEED

©2003 STATE BAR OF WISCONSIN

FORM NO. 3-2003

*Type name below signatures.

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ATTACHMENT B

**RLF Eligibility Determination Supplemental
Information on Continuing Obligations**



Stantec Consulting Services Inc.
12075 Corporate Parkway, Suite 200 Mequon WI 53092

September 27, 2016
File: 193703931

Attention: Nicolas Sparacio, AICP
Community Development Director
City of Manitowoc
900 Quay Street
Manitowoc, WI 54220-4543

Dear Mr. Sparacio:

**Reference: RLF Eligibility Determination Supplemental Information on Continuing Obligations
1512 Washington Street Manitowoc, Wisconsin
USEPA Cooperative Agreement No. BF-00E01242
Stantec Project No. 193703931**

On behalf of the City of Manitowoc (City), Stantec Consulting Services Inc. (Stantec) has prepared this letter to clarify and document compliance with CERCLA continuing obligations stipulated in CERCLA §§ 101(40)(C)-(G) following acquisition of the vacant, former industrial Brownfield property located at 1512 Washington Street in Manitowoc, Wisconsin (herein referred to as the "Site") by the Community Development Authority of the City of Manitowoc (CDA) on June 29, 2016. This response was completed utilizing Brownfield revolving loan fund (RLF) grant funds provided to the City by the United States Environmental Protection Agency (USEPA) under cooperative agreement no. BF-00E01242-0.

Background

To meet the requirements of CERCLA §§ 101(40) and 107(r)(1), a Phase I Environmental Site Assessment (ESA) was completed on behalf of the CDA on June 28, 2016 by Stantec (2016b) utilizing funds from an assessment grant for hazardous substance brownfields awarded to the City by the USEPA in 2015 under Cooperative Agreement Number BF-00E01529-0. The Phase I ESA was completed following USEPA approval of the Stantec (2016a) eligibility determination request on June 23, 2016. The Stantec (2016b) Phase I ESA was conducted in conformance with the All Appropriate Inquiries Final Rule stipulated in 40 CFR Part 312 following the requirements of American Society for Testing and Materials (ASTM) Designation E 1527-13. The Stantec (2016b) Phase I ESA and subsequent due diligence investigations outlined below have documented all disposal of hazardous substances occurred before the CDA acquired the property. Further, the CDA has "no affiliation" with a liable or potentially liable party.

The City is targeting a subgrant from the Manitowoc Brownfields RLF to support abatement of asbestos containing materials (ACM) remaining onsite prior to planned demolition. As stipulated by the cooperative agreement with USEPA, a subgrant eligibility determination request was submitted to USEPA on August 29, 2016 (Stantec, 2016i). USEPA requested additional documentation via email on August 30, 2016 describing continuing obligations taken to prevent future release of contaminants.

As described in further detail below, upon acquisition, the CDA has complied with all continuing obligations, including compliance with any land use restrictions and institutional controls, taken any necessary reasonable steps with respect to hazardous substances on the property, has and



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Reference: RLF Eligibility Determination Supplemental Information on Continuing Obligations
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USEPA Cooperative Agreement No. BF-00E01242

will continue to cooperate and provide access, remains in compliance with information requests and administrative subpoenas, and will provide any legally required notices. The Wisconsin Department of Natural Resources (WDNR) and USEPA have reviewed/approved all workplans (Stantec 2016c, 2016f, and 2016l) related to continued due diligence investigations at the Site. Further, both agencies have been notified at the initiation of each phase of investigation and each agency invited to the Site during Site work.

Continuing Obligations

1. Compliance with land use restrictions established or relied upon in connection with a response action at a property

The CDA has maintained compliance with land use restrictions approved by the Wisconsin Department of Natural Resources (WDNR) to manage residual impacts at the Site related to closure of Case Nos. 03-36-274209, 02-36-216391, 03-36-000085. The CDA has maintained ongoing communications with the WDNR and USEPA as due diligence investigations have continued under the open WDNR case No. 02-36-545108 and described further in the following sections.

2. Not impeding the effectiveness or integrity of any institutional controls employed in connection with a response action;

The CDA has maintained compliance with institutional controls approved by WDNR to manage residual impacts at the Site related to closure of Case Nos. 03-36-274209, 02-36-216391, 03-36-000085. The CDA has maintained ongoing communications with the WDNR and USEPA as due diligence investigations have continued under the open WDNR case No. 02-36-545108 and described further in the following sections.

3. Taking "reasonable steps" with respect to releases of hazardous substances, including stopping continuing releases, preventing threatened future releases and preventing or limiting human, environmental or natural resource exposure to prior releases of hazardous substances;

The WDNR prepared a general liability clarification letter on March 8, 2016 clarifying the local government unit liability exemption related to acquisition of the property by the CDA. Following acquisition, WDNR issued an LGU exemption of liability to the CDA on June 30, 2016.

The Stantec (2016b) Phase I ESA identified seven recognized environmental conditions, one controlled recognized environmental condition (related to closure of WDNR Case No. 03-36-274209), and two historic recognized environmental conditions. To evaluate these conditions, a Site-Specific Sampling and Analysis Plans (Stantec, 2016c and 2016f) were developed, reviewed/approved by USEPA and WDNR, and implemented during July-September 2016 as described below.

Stopping continuing releases. As noted in the Stantec (2016b) Phase I ESA, all USTs were removed or cleaned/closed in place under WDNR Case Nos. 03-36-274209, 02-36-216391, 03-36-000085 prior to the CDA acquiring the property. No previously undocumented potential source areas (i.e. tanks/pits) were identified during the site-wide geophysical survey (Stantec, 2016g).



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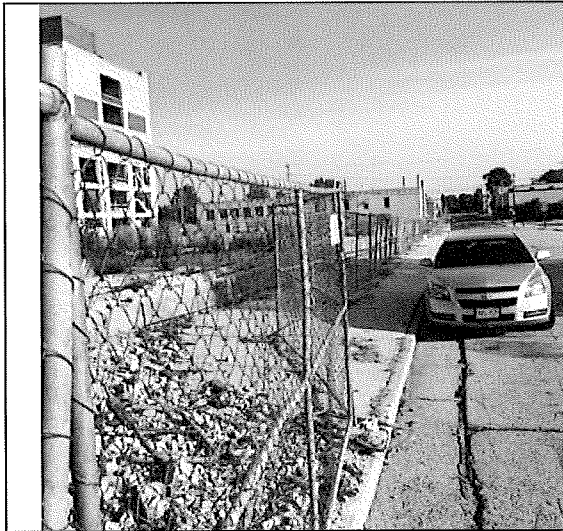
Reference: RLF Eligibility Determination Supplemental Information on Continuing Obligations
1512 Washington Street; Manitowoc, Wisconsin
USEPA Cooperative Agreement No. BF-00E01242

Preventing threatened future releases. Pursuant to an approved Site-Specific Sampling and Analysis Plan (Stantec 2016f), an inventory of remaining drums/totes was completed (Stantec, 2016e). Veolia ES Industrial Solutions accumulated, field screened, and bulked remaining liquid waste into DOT approved containers. Representative samples were collected and submitted to TestAmerica (Chicago, IL) for waste characterization purposes. The drums were secured, labeled appropriately, and stored in a secure location inside the building. Pending completion/approval of the waste profile, the drums will be removed by Veolia for proper disposal. City police and building inspection staff drive by the Site during regular patrols to prevent illicit dumping.

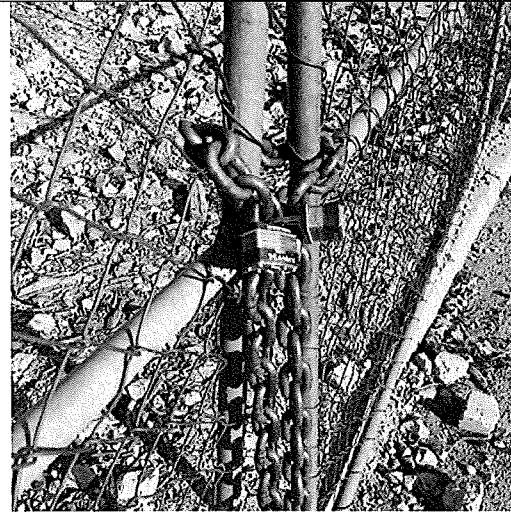


Drum Storage Area

Preventing or limiting human exposure. Prior to acquisition, a perimeter fence was installed around the rights-of-way to prevent access to the property and the fence secured a padlock. City police and building inspection staff drive by the Site during regular patrols of the area to further control Site access.



Typical perimeter fencing;



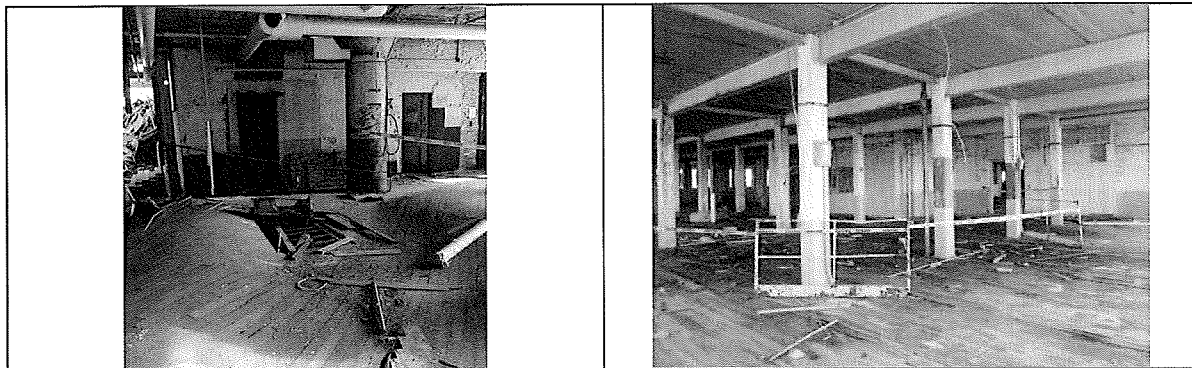
Padlock securing gated entrance to Site.

A structural engineer completed a building condition assessment to identify significant structural concerns with the property (Stantec, 2016d and 2016k). The assessment included marking/flagging significant structural liabilities with tape/paint to control access (see typical photos below). The markings have been maintained as needed due to weather disturbance/etc.



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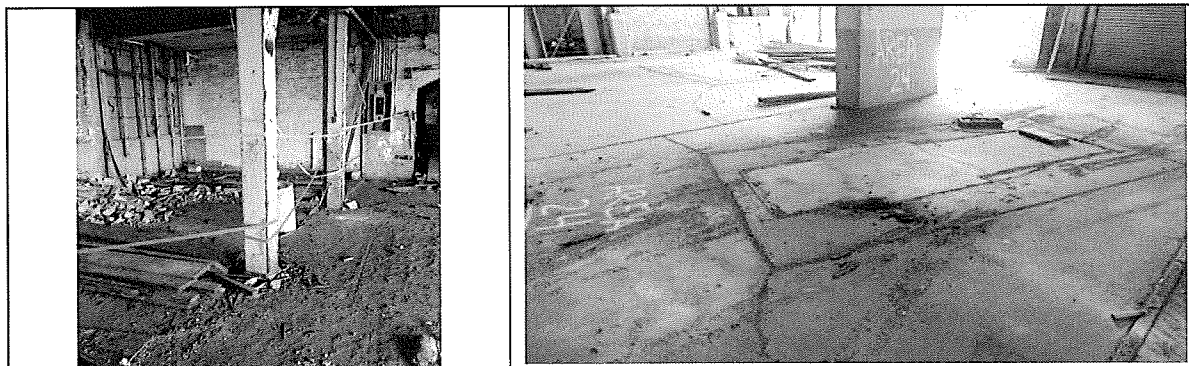
Reference: RLF Eligibility Determination Supplemental Information on Continuing Obligations
1512 Washington Street; Manitowoc, Wisconsin
USEPA Cooperative Agreement No. BF-00E01242



Typical markings identifying structural hazards

The building condition assessment (Stantec, 2016k) did not identify conditions of imminent catastrophic building collapse, therefore, no shoring/structural support for the overall structure was warranted to protect the community.

To prevent potential exposure to polychlorinated biphenyls (PCBs), known PCB release areas were marked/delineated with tape/paint (see photo below). In addition, apparent stains to flooring were identified/delineated by Stantec (2016h) to prevent potential human exposure to residual impacts (see photo below). A site-specific sampling and analysis plan was developed to characterize/delineate horizontal and vertical extents of residual impacts to each area (Stantec, 2016l). Implementation of the plan is pending final USEPA approval.



Typical markings delineating PCB areas

Typical markings of stained flooring

Prior work has documented the presence of ACM at the Site. Following property acquisition by the CDA, a pre-demolition asbestos and lead based paint survey was completed to identify and facilitate removal/abatement of remaining ACM from the Site (Stantec, 2016n). The CDA is utilizing this survey to prepare and issue a request for proposal (RFP) from qualified abatement firms to remove the remaining ACM from the Site. The CDA expects to issue the RFP by the end of September 2016 with abatement work starting in late October 2016.



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The Stantec (2016b) Phase I ESA noted the presence of a subsurface tunnel network at the Site. Continued due diligence at the Site included mapping the tunnel network with ground penetrating radar (Stantec, 2016g), completing an inspection of the network under confined space entry methods (Stantec, 2016j), and completing a pre-demolition asbestos survey in the tunnel network (Stantec, 2016n). Identified entrances were marked with flagging to restrict access.

Preventing or limiting natural resource exposure. No evidence of animal exposure risk (i.e. animal burrows, feces, hair/feathers, etc.) has been observed at the Site. Recent work by others (Symbiont, 2016) indicates the Site is not a significant ongoing threat to the storm water system.

Preventing or limiting environmental exposure. Prior work has identified the presence of light non-aqueous phase liquid on the west-central portion of the Site. Based on prior work reviewed during the Phase I ESA, a recent investigation by Symbiont (2016), and recent observations by Stantec (2016j), it appears the building foundation walls and concrete floors are providing physical barriers to horizontal migration of residual impacts. Maintaining these features during demolition should prevent further migration of residual impacts. As Site access improves following building demolition, subsurface investigations will continue to further delineate the extent of residual soil and groundwater impacts to facilitate planning for appropriate remedial actions.

4. Providing full cooperation, assistance and access to persons who are authorized to conduct response actions or natural resource restoration at a property;

The property has been secured and the CDA has provided institutional and engineering controls to control public access. However, access has not been restricted to persons who are authorized to conduct response actions or natural resource restoration at a property.

The WDNR and USEPA project management staff have reviewed and approved all workplans for continued work at the Site (Stantec 2016c, 2016f, and 2016i) and have received all reports referenced below (Stantec 2016a-2016n). Further, both agencies have been notified at the initiation of each phase of investigation and each agency invited to the Site during Site work. An onsite meeting was held with WDNR asbestos staff on September 9 to confirm agency expectations related to the abatement of friable material.

As demonstrated above, the CDA is committed to proper abatement and remedial actions as part of Site ownership and redevelopment and continues to provide full cooperation, assistance, and access to persons authorized to conduct response actions or natural resource restoration, including the cooperation and access necessary for the installation, integrity, operation, and maintenance of any complete or partial response action or natural resource restoration deemed necessary.

5. Complying with information requests and administrative subpoenas;

The CDA will comply with all information requests and administrative subpoenas. The City maintains a publicly accessible cloud-based administrative record to facilitate information dissemination to the community. The administrative record can be accessed here:

<https://www.dropbox.com/sh/qharxxmn6ah6av6/AABYQdHYBx5iI2aer7hw9a1Na?dl=0>



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6. Providing legally-required notices with respect to releases of any hazardous substances at a property.

The City continues to provide legally required notices related to the discovery or release of hazardous substances at the property. As part of local, federal, and state funded remedial efforts, public notice of the Analysis of Brownfield Cleanup Alternatives (ABCA) and dissemination of information will be provided as part of the Community Involvement Plan to be developed during the RLF subgranting process. Signage will be provided at the Site entrance notifying the community when remediation work begins to further restrict Site access. Davis Bacon, prevailing wage, and other required signage will also be posted. The City continues to provide updated information through numerous public meetings held as part of planning activities, regularly scheduled open City and Community Development Authority meetings, and through the news media.

We trust this information meets your needs and will facilitate approval of the subgrant eligibility determination. After approval of the eligibility determination, a community involvement plan will be developed. An ABCA will be developed and published for public comment per the community involvement plan. After an abatement firm is procured, a subgrant application will be prepared and submitted to the Manitowoc Brownfields Advisory Committee for approval. To facilitate the subgrant approval process, a National Register of Historic Places Determination of Eligibility has been prepared (Stantec, 2016m) and submitted to the State Historical Preservation Office for concurrence.

Please do not hesitate to call with any questions.

Regards,

STANTEC CONSULTING SERVICES INC.

Harris L. Byers
Brownfields Project Manager
Phone: 414-581-6476
Harris.Byers@stantec.com

STANTEC CONSULTING SERVICES INC.

Richard J. Binder, P.G., CPG
QA/QC Manager
Rick.Binder@stantec.com

LIMITATIONS

Stantec's observations, findings, and opinions should not be considered as scientific certainties, but only as opinion based on our professional judgment concerning the significance of the data gathered during the preparation of this document. Specifically, Stantec cannot represent that the Site does not contain any hazardous or toxic materials/wastes or other latent conditions beyond that identified by Stantec. Additionally, due to limitations of this investigation process



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and the necessary use of data furnished by others, Stantec and its subcontractors cannot assume liability if actual conditions differ from the information presented in this report.

REFERENCES (by date)

- Stantec, 2016a, Property-Specific Determination of Eligibility Request for USEPA Community-Wide Brownfields Assessment Grant for Hazardous Substances. June 14, 2016.
- Stantec, 2016b, Phase I ESA, June 28, 2016.
- Stantec, 2016c, Site-Specific Sampling and Analysis Plan, July 6, 2016.
- Stantec, 2016d, Mirro Buildings Structural Condition Assessment, July 25, 2016.
- Stantec, 2016e, Photographic Documentation of Former Mirro Building Current Ground Floor Features, July 28, 2016.
- Stantec, 2016f, Addendum 1 to the July 6, 2016 Site-Specific Sampling and Analysis Plan, July 28, 2016.
- Stantec, 2016g, Geophysical Survey Results and Site Survey, August 15, 2016.
- Stantec, 2016h, Inventory of Floor Stains and Photographic Documentation of the Former Mirro Building, August 17, 2016.
- Stantec, 2016i, Site and Property Owner/Borrower Eligibility Determination Request for USEPA Brownfield Revolving Loan Fund Subgrant for Hazardous Substances. August 29, 2016.
- Stantec, 2016j, Inspection of Subsurface Service Tunnel Network, August 31, 2016.
- Stantec, 2016k, Mirro Building Structural Condition Assessment, September 13, 2016.
- Stantec, 2016l, Site-Specific Sampling and Analysis Plan for Phase II ESA – Characterization of Floor Stains and Delineation of PCB Impacts to Concrete, September 15, 2016.
- Stantec, 2016m, National Register of Historic Places Determination of Eligibility, September 20, 2016.
- Stantec, 2016n, Asbestos and Lead Based Paint Pre-Demolition Survey, September 21, 2016.
- Symbiont, 2016, Site Investigation Results and Summary of Previous Assessments, August 1, 2016.

EXHIBIT C
SHPO Determination

HP-05-07 (8/15/03)

For SHPO Use Only. Case # 16-0983/MNV

REQUEST FOR SHPO COMMENT AND CONSULTATION ON A FEDERAL UNDERTAKING

Submit one copy with each undertaking for which our comment is requested. Please print or type. Return to:

Wisconsin Historical Society, Division of Historic Preservation, Office of Preservation Planning, 816 State Street, Madison, WI 53706

Please Check All Boxes and Include All of the Following Information, as Applicable:

SEP 21 2016

I. GENERAL INFORMATION

- This is a new submittal.
- This is supplemental information relating to Case #: _____ and title: _____
- This project is being undertaken pursuant to the terms and conditions of a programmatic or other interagency agreement. The title of the agreement is _____

- a. Federal Agency Jurisdiction (Agency providing funds, assistance, license, permit): U.S. EPA (RLF Brownfield Grant)
- b. Federal Agency Contact Person: Jon Peterson Phone: 312-353-1284
- c. Project Contact Person: Jon Currie - Stantec Consulting Services, Inc. Phone: 262-643-9165
- d. Return Address: 12075 Corporate Pkwy, Suite 200 / Mequon, Wisconsin Zip Code: 53092
- e. Email Address: jon.currie@stantec.com
- f. Project Name: Abatement of Hazardous Building Materials, 1512 Washington Street, Manitowoc
- g. Project Street Address: 1512 Washington Street
- h. County: Manitowoc City: Manitowoc Zip Code: 54220
- i. Project Location: Township 19 N, Range 24 E, E/W (circle one), Section 30, Quarter Sections NE
- j. Project Narrative Description--Attach Information as Necessary.
- k. Area of Potential Effect (APE). Attach Copy of U.S.G.S. 7.5 Minute Topographic Quadrangle Showing APE.

II. IDENTIFICATION OF HISTORIC PROPERTIES

- Historic Properties are located within the project APE per 36 CFR 800.4. Attach supporting materials.
- Historic Properties are not located within the project APE per 36 CFR 800.4. Attach supporting materials.

III. FINDINGS

- No historic properties will be affected (i.e., none is present or there are historic properties present but the project will have no effect upon them). Attach necessary documentation, as described at 36 CFR 800.11.
- The proposed undertaking will have no adverse effect on one or more historic properties located within the project APE under 36 CFR 800.5. Attach necessary documentation, as described at 36 CFR 800.11.
- The proposed undertaking will result in an adverse effect to one or more historic properties and the applicant, or other federally authorized representative, will consult with the SHPO and other consulting parties to resolve the adverse effect per 36 CFR 800.6. Attach necessary documentation, as described at 36 CFR 800.11, with a proposed plan to resolve adverse effect(s).

Authorized Signature: [Signature] Date: 9/20/2016

Type or print name: Jon Currie

IV. STATE HISTORIC PRESERVATION OFFICE COMMENTS

- Agree with the finding in section III above.
- Object to the finding for reasons indicated in attached letter.
- Cannot review until information is sent as follows: _____

Authorized Signature: [Signature] Date: 9-22-16

**EXHIBIT D
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	
Asbestos Removal / Abatement (Holian)			\$ 349,701			\$ 10,000	\$ 359,701
Asbestos Removal Oversight and Clearance Sampling (NorthStar)			\$ 38,160				\$ 38,160
Removal/Disposal of Controlled Wastes			\$ 10,139				\$ 10,139
Removal of PCB-Impacted Building Materials				\$ 50,000			\$ 50,000
Demolition				\$ 1,731,000	\$ 500,000	\$ 10,000	\$ 2,241,000
UST Removal				\$ 30,000			\$ 30,000
Removal of Impacted Soil				\$ 325,000			\$ 325,000
Removal of LNAPL, Bioremediation of Impacted Groundwater, Confirmation Sampling, Closure				\$ 264,000		\$ 5,000	\$ 269,000
Subtotal		\$ -	\$ 398,000	\$ 2,400,000	\$ 500,000	\$ 25,000	\$ 3,323,000
Other Activities (not eligible for Match)**							\$ -
New Construction							\$ -
Env. Site Assessment (including Phase I ESA, Phase II ESA, etc.)	2013-2016	\$ 150,000			\$ 150,000		\$ 300,000
Purchase	6/29/2016	\$ -					\$ -
Grant Administration / Project Overhead	2015-2016	\$ 12,500			\$ 15,000		\$ 27,500
State Reimbursable Environmental Costs (e.g. PECPA, DERF, ACCP)							\$ -
Other expenses:							\$ -
Subtotal		\$ 162,500			\$ 165,000	\$ -	\$ 327,500
Total		\$ 162,500	\$ 398,000	\$ 2,400,000	\$ 665,000	\$ 25,000	\$ 3,650,500

* "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 E
Memorandum of Understanding



Memorandum of Understanding

DATE: November 16, 2016

BETWEEN: The City of Manitowoc ("City")

And

The Community Development Authority of the City of Manitowoc ("CDA")

RE: Operating Agreement Relative to the Use of Brownfields Sub-Grant Funds for CDA Owned Property at 1512 Washington Street (Project BRLF 02-2016)

Findings of Fact

As a Wisconsin housing and community development authority under §66.1335, Wis. Stats., the CDA is a separate body politic from the City responsible for redevelopment, blight elimination, and provision of affordable housing.

As a Wisconsin municipal corporation, the City has established the CDA by ordinance under §3.160 of the Manitowoc Municipal Code. The City, as a partner in redevelopment, blight elimination, and provision of affordable housing, provides a variety of services and staffing to the CDA including administration and accounting for various grant and loan funds over which the CDA retains decision making authority.

The CDA is the current property owner of 1512 Washington Street, also known as the former Mirro Plant #9. This was accomplished by a collaboration between the City and CDA to declare this property as blighted and to condemn it for the protection of public health, safety, and community welfare and for eventual redevelopment. This property is a brownfield.

The City has been awarded funds from the US Environmental Protection Agency for the cleanup of brownfield sites, and the CDA has been awarded a sub-grant from these funds to aid in the cleanup of hazardous materials on its property at 1512 Washington Street. As the USEPA funds are reimbursement grants, the City has placed funds in the amount of the approved sub-grant (\$398,000) in the CDA's Capital Projects account (1100-62550-581900).

The brownfield sub-grant award to the CDA and the eligibility of the CDA to receive sub-grant funds in the requested amount was approved by the local Brownfields Advisory Committee and accepted by the USEPA. USEPA accepted eligibility on September 28, 2016 and approved the sub-grant award amount on October 14, 2016.

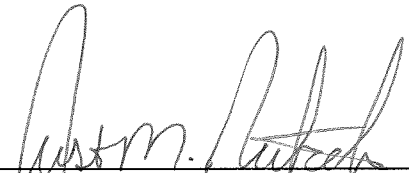
Operating Agreement

In the context of the facts stated above, the City and CDA agree as follows:

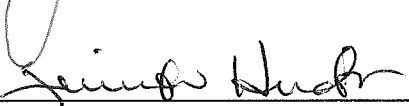
- A. The CDA agrees that the funds in its Capital Projects account are exclusively for the purpose of brownfield cleanup and demolition of the structures on its property at 1512 Washington Street.
- B. The City agrees that it will continue to provide to the CDA the necessary services and staffing to implement the abatement and demolition of the structures located on 1512 Washington Street. This includes project management and oversight, payment of contractor invoices, funds administration and accounting, and legal support.
- C. The City agrees on behalf of the CDA to pay contractor invoices for the approved tasks (asbestos removal/abatement, asbestos removal oversight and clearance sampling, and removal/disposal of controlled wastes) from the CDA's Capital Projects account.
- D. As the project work is executed and invoices are paid, the City agrees to draw USEPA brownfield cleanup funds and reimburse the CDA's Capital Projects account.
- E. The CDA agrees that after the approved tasks under the brownfields sub-grant are completed, its Capital Projects account will continue to fund abatement and demolition activities identified as matching costs under the brownfields sub-grant.
- F. The City agrees to continue to pay abatement and demolition contractor invoices from the CDA Capital Projects account until the funds are depleted or the project is complete.

Approved

By the City of Manitowoc



Justin M. Nickels, Mayor



Jennifer Hudon, City Clerk

By the Community Development Authority of the
City of Manitowoc



John W. Stangel, Chair



Nicolas Sparacio, Executive Director

Date: 12-1-16

EXHIBIT F
Project Schedule

