

REIMBURSEMENT AGREEMENT

The Reimbursement Agreement made as of April 1, 2023 between the Northern Michigan University Foundation (NMUF) a Michigan 501(c)(3) non-profit corporation, the City of Marquette Brownfield Redevelopment Authority (MBRA), a Michigan public body corporate and the City of Marquette (City), a Michigan municipal corporation.

PREMISES

- A. The NMUF is leading a consortium of public and private partners to facilitate the redevelopment of the former Marquette General Hospital (MGH). The proposed project would remove the buildings on the property to provide for an effective reconfiguration and redevelopment (the Project) on the Eligible Property depicted in Exhibit A.
- B. The City of Marquette anticipates the award of an \$8,000,000 Community Development Block Grant (CDBG) for blight elimination for lead and asbestos abatement and demolition at the former MGH. There is a separate agreement between the City and NMUF for the implementation of the CDBG Grant.
- C. The NMUF has been awarded an \$8,000,000 Blight Elimination Grant through the Michigan Land Bank Authority (MLBA) for lead and asbestos abatement and demolition at the former MGH.
- D. The NMUF desires to conduct, and be reimbursed for, Eligible Activities under the approved Brownfield Plan and Act 381 Work Plan, over and above Eligible Activity expenses covered by the CDBG and MLBA Grants.
- E. The City anticipates public infrastructure improvements directly related to the Eligible Property which have been included in the Brownfield Plan and will be included in a subsequent Act 381 Work and for which the City anticipates reimbursement from Brownfield Tax Increment Revenues.
- F. The MBRA has been formed pursuant to Act 381, Public Acts of Michigan, 1996, as amended (Act 381) to promote the revitalization of contaminated, blighted, functionally obsolete or historic properties. The MBRA and the City Commission have approved the Brownfield Plan that includes the Development, the Eligible Property, and the Eligible Activities.
- G. The MBRA has determined in furtherance of its purposes and to accomplish its goals that it is in the best interest of the MBRA to reimburse the cost of certain Eligible Activities as defined by Sec. 2(o) of Act 381, MCL 125.2652(o) on Eligible Property and as described in the Brownfield Plan, as the same may be amended or supplemented that include the Project, the Eligible Property, and the Eligible Activities.
- H. The NMUF agrees to conduct certain Eligible Activities as described in Exhibit C (Eligible Activities), as the same may be amended or supplemented, attributable to the Eligible Property, consistent with the provisions of the Brownfield Plan, the Act 381 Work Plan, the CDBG Development Agreement, and the Blight Elimination Grant Agreement, as amended.
- I. Pursuant to the Brownfield Plan and the Act 381 Work Plan, the MBRA will capture and retain 100% of the tax increment revenues authorized by law to be captured from the levies imposed by taxing jurisdictions upon taxable property for the Eligible Property consistent with Act 381, as amended, the Brownfield Plan approved by the MBRA and the City Commission, and the Act 381 Work Plan approved by the MBRA and the Michigan Strategic

Fund (MSF) for Non-Environmental Eligible Activities and EGLE for Environmental Eligible Activities (the Brownfield Tax Increment Revenues). Upon satisfaction of the conditions expressed in this Agreement, the MBRA will use the Brownfield Tax Increment Revenues to carry out the purposes described in Act 381 and this Agreement and to carry out certain other projects described in the Brownfield Plan.

In consideration of the premises and the mutual covenants contained in this Agreement, the NMUF and MBRA hereby enter into this Agreement and covenant and agree as follows:

ARTICLE 1 **DEFINITIONS**

Section 1.1 Definitions. The following capitalized terms used in this Agreement shall have the following meanings, except as specified otherwise:

- (a) "Act 381" means the Brownfield Redevelopment Financing Act, Act 381 of Michigan Public Acts of 1996, as amended, MCL 125.2651 et seq.
- (b) "Act 381 Work Plan" means the Work Plan approved by the MBRA and by the MSF and/or EGLE for State tax capture.
- (c) "Agreement" means this Reimbursement Agreement entered into between the MBRA, the City and NMUF.
- (d) "Brownfield Plan" means the Brownfield Plan, approved by the MBRA on May 19, 2022 and approved by the City Commission on May 31, 2022, and as amended pursuant to Act 381.
- (e) "Brownfield Tax Increment Revenues" means 100% of the annual tax increment revenues, as defined by Act 381, authorized by law to be captured from the levies imposed by taxing jurisdictions from all taxable real and personal property located on the Eligible Property during the life of the Brownfield Plan until the Eligible Activity and other obligations are met.
- (f) "CDBG" means the Community Development Block Grant for Blight Elimination awarded to the City of Marquette.
- (g) "City" means the City of Marquette.
- (h) "City Commission" means the Marquette City Commission.
- (i) "Development" means the future mixed-use redevelopment on the former MGH Eligible Property.
- (j) "EGLE" is the Michigan Department of Environment, Great Lakes and Energy.

- (k) "Eligible Activities" are those activities as defined by Sec. 2(o) of Act 381, Public Acts of 1996, as amended, MCL 125.2652(o), and included in the approved Brownfield Plan and applicable Act 381 Work Plan.
- (l) "Eligible Activity Obligation" is the cumulative amount of Eligible Activities expenses documented by the NMUF, the MBRA and the City and reviewed and approved by the MBRA in accordance with its policies and procedures.
- (m) "Eligible Property" is the property as defined by Sec. 2(p) of Act 381, MCL 125.2652(p) as included in the Brownfield Plan upon which the Eligible Activities will be conducted and from which tax increment revenues will be captured to reimburse Eligible Activities and other costs, consistent with the Brownfield Plan and Act 381 as amended.
- (n) "Environmental Consultant" means the environmental consulting firm retained or hired by the NMUF to fulfill certain obligations under this Agreement, including certain eligible activities set forth in the Brownfield Plan and Act 381 Work Plan, but limited to only those Eligible Activities performed by the NMUF's Environmental Consultant, and specifically excludes all other activities performed by other Environmental Consultants, Contractors, or subcontractors not acting on behalf of NMUF performing activities on the Property.
- (o) "Event of Default" means the failure by a party to carry out its obligations under this Agreement or, with respect to a party, if any representation or warranty of such party was materially not accurate when made, and such obligation has not been performed or such representation or warranty corrected within 45 days after notice thereof has been given by the other party.
- (p) "Indemnified Persons" means the City and the MBRA and their members, officers, agents, and employees.
- (q) "Interest" means the amount of actual interest of up to 5 percent accrued on unreimbursed Eligible Activities. Interest is reimbursable with Brownfield Tax Increment Revenues. Interest is calculated annually, based on the unreimbursed Eligible Activities approved by the MBRA, and paid after all Eligible Activities are reimbursed, in accordance with Section 2.2.
- (r) "Maximum Cost of Eligible Activities" means the MBRA's maximum obligation to pay for the Eligible activities and not to exceed the amounts set forth in the approved Brownfield Plan, as amended or supplemented.
- (s) "MBRA" means the City of Marquette Brownfield Redevelopment Authority, established by the City Commission.
- (t) "MSF" means the Michigan Strategic Fund.
- (u) "NMUF" means the Northern Michigan University Foundation, and its successors and assigns.

- (v) "Tax Increment Revenues" means increased incremental tax revenues, as defined by Act 381, from all taxable real and personal property located on the Eligible Property during the life of the Brownfield Plan.
- (w) "Transaction Costs" means the MBRA expenses, and liabilities related to the authorization, execution, administration, oversight, and fulfillment of the MBRA obligations under this Agreement, the Brownfield Plan, Act 381 Work Plan, the Reimbursement Agreement which such items shall include, but not be limited to, direct or indirect fees and expenses incurred as a result of the application, approval and amendments to and implementation of the Brownfield Plan and Act 381 Work Plan, approval and amendments to the agreements, approvals of the developments contemplated herein, printing costs, costs of reproducing documents, filing and recording fees, attorney fees, financial expenses, insurance fees and expenses, administration and accounting for Brownfield Tax Increment Revenues, oversight and review, and all other costs, liabilities, or expenses, related to the preparation and carrying out or enforcing the Brownfield Plan, Act 381 Work Plan, and this Agreement, or other related agreements and any other costs, charges, expenses, and professional and attorney fees in connection with the foregoing.

Section 1.2 Number and Gender. The definition of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun should include the corresponding masculine, feminine, and neuter forms.

ARTICLE 2
COVENANTS OF THE NMUF, MBRA AND CITY

Section 2.1 Implementation of the Project. The NMUF shall facilitate the Eligible Activities which includes lead and asbestos abatement and demolition of the former MGH in accordance with proper construction standards and this Agreement. The NMUF shall proceed with due care and diligence and commence and complete Eligible Activities in accordance with this Agreement, the Brownfield Plan, and the Act 381 Work Plan and in accordance with any applicable law, regulation, code, ordinance, and applicable grant agreement.

Section 2.2 Covenant to Pay Financial Obligations. The NMUF will utilize its own funds for the Project for costs that exceed the CDBG and MLBA Blight Elimination Grants. The NMUF, City, and the MBRA will receive reimbursement from the MBRA to the extent of available Brownfield Tax Increment Revenues are generated by the Development for payment of the Eligible Activities in accordance with the terms of this Agreement, the Brownfield Plan, Act 381, and this Reimbursement Agreement. Reimbursement for Eligible Activities from Brownfield Tax Increment Revenues shall be prioritized as follows:

- (a) First, as necessary, to reimburse the City and/or the MBRA for the annual obligation of the Borrowing or amortized expenses for the Public Improvements.
- (b) Second, to cover administrative and operating costs from local tax capture only, and Transaction Costs of the MBRA, which, cumulatively, shall not exceed \$40,000.00 in any year. If insufficient revenue to cover bond obligations occur in any year, the MBRA will reduce its capture for administrative and operating costs and Transaction Costs

accordingly. The MBRA shall not be required by this Agreement to reduce capture for administrative and operation costs to less than \$20,000. The MBRA may reduce the capture for administrative and operating costs below \$20,000, at the sole discretion of the MBRA. Any shortfall under this provision may be reimbursed from Brownfield Tax Increment Revenues in subsequent years, at the sole discretion of the MBRA.

- (c) Third, to reimburse the MBRA for pre-development Eligible Activity expenses provided to the NMUF from the Local Brownfield Revolving Fund (LBRF).
- (d) Third, Brownfield Tax Increment Revenues will be deposited into the LBRF in accordance with Exhibit C.
- (e) Fourth, the balance of annual Brownfield Tax Increment Revenues will be used to reimburse the NMUF for approved Eligible Activities expenses pursuant to Section 5.1, the Brownfield Plan, Act 381 Work Plan, and Exhibit B until the Eligible Activity obligation is met.

If the Development does not result in sufficient revenues to repay Eligible Activity obligations, the NMUF and the City agree and understand that NMUF and the City will have no claim or further recourse of any kind or nature against the MBRA except from available captured tax revenues.

Section 2.3 Brownfield Tax Increment Revenue Reimbursement Conditions: It is expressly understood and agreed that the reimbursement of the MBRA is subject to the following conditions:

- (a) Approval of the Brownfield Plan by the MBRA and the City Commission and, as necessary, the Act 381 Work Plan approval by MSF for Non-Environmental Eligible Activities and EGLE for Environmental Eligible Activities.
- (b) For any Eligible Activities not approved for State tax capture, reimbursement to the NMUF for those Eligible Activities will be limited to the proportionate ratio of Local to State capture, which is 53.5%.
- (c) The NMUF shall have performed all of the covenants, obligations, terms and conditions to be performed by it pursuant to this Agreement or other agreement with the MBRA, and all preconditions to the performance of the NMUF have been satisfied.
- (d) The NMUF shall comply with all terms and conditions of the Community Development Block Grant agreement between the Michigan Economic Development Corporation and the City of Marquette and the Blight Elimination Grant agreement between the Michigan Land Bank Authority and NMUF.
- (e) The MBRA shall only be obligated to reimburse the Eligible Activity Obligation that has been reviewed and approved by the MBRA. Approval of the application and subsequent approvals of Brownfield Plans, Act 381 Work Plans, or any other determination of eligibility in no way guarantees or establishes a right to reimbursement of expenditures through Tax Increment Revenues prior to review or approval of invoices. Expenditures

must be documented to be reasonable for Eligible Activities by submission of invoices, proof of payment, and other appropriate documentation. Reimbursement shall only occur pursuant to the terms and conditions of this Agreement, as well as the written policies and procedures of the MBRA for review and approval of invoices. All invoices for any Eligible Activities on the property must be submitted to the MBRA for its review within 180 days of the date of the invoice. While the MBRA may waive this requirement in its discretion for good cause shown, the MBRA shall be under no obligation to reimburse any invoice for an eligible activity that is not submitted in a timely fashion.

- (f) The NMUF has adhered to the Brownfield Plan and Act 381 Work Plan.
- (g) There are adequate Brownfield Tax Increment Revenues.
- (h) The NMUF shall provide sworn written waivers of liens by consultants, contractors, and subcontractors providing services for their respective Eligible Activities as described in this Agreement.
- (i) The NMUF has paid the real and personal property taxes levied on any portion of the Development for which the NMUF is responsible on or before the date the same are payable without interest or penalty. Any appeal to real and personal property tax assessment shall apply to the current tax year only.
- (j) To the extent captured revenues are available, the MBRA shall pay the NMUF and the City annual simple interest on Eligible Activity expenses consistent with the Project Budget as follows:
 - (1) Actual Interest up to the maximum 5 percent shall be paid for the NMUF's and City's Eligible Activity expenses that have been incurred, invoiced, and approved by the MBRA.
 - (2) Interest shall be accrued on the outstanding balance on Eligible Activity expenses after all of the following:
 - (i) Invoices for Eligible Activities and expenses are approved by the MBRA Board as provided herein;
 - (ii) Substantial completion of the Eligible Activity described in an approved Project Budget under Section 5.1(a); and
 - (iii) A Certificate of Occupancy has been secured for buildings and final approval for Public Improvements from the appropriate authority.

Section 2.4 Indemnification of Indemnified Persons.

- (a) The NMUF shall not be considered an agent or employee of the MBRA or the City under any circumstances. Nor shall any agent or employee of the NMUF be considered an agent or employee of the MBRA or the City. The NMUF shall remain responsible for any claims arising out of NMUF's acts or omissions during the performance of this Agreement, as provided by law. Additionally, the NMUF, City, and MBRA shall not be considered to be engaged in a joint venture or partnership.

- (b) The NMUF shall indemnify, defend, and hold the Indemnified Persons harmless from any loss, expense (including actual attorney fees) or liability of any nature due to any and all suits, actions, legal or administrative proceedings, or claims arising or resulting from injuries to persons or property as a result of the ownership or operation, use or maintenance of the NMUF Project from and after the date hereof. If any suit, action, or proceeding is brought against any Indemnified Person, the Indemnified Person promptly shall give notice to the NMUF and the NMUF shall defend such Indemnified Person with counsel selected by the NMUF, so long as counsel is reasonably satisfactory to the Indemnified Person. In any such proceeding, the Indemnified Person shall cooperate with the NMUF and the NMUF shall have the right to settle, compromise, pay or defend against any such claim on behalf of such Indemnified Person, except that the NMUF may not settle or compromise any claim if the effect of doing so would be to subject the Indemnified Person to criminal penalties, unless such Indemnified Person gives its consent. The NMUF shall not be liable for payment or settlement of any such claim or proceeding made without its consent.
- (c) The NMUF shall not be obligated to indemnify any Indemnified Person under subsection (b) if the liability arises out of the Indemnified Person's negligence, willful misconduct or breach of this Agreement or the negligence or willful misconduct of any person or entity acting by, through or under any Indemnified Person.
- (d) The NMUF also shall indemnify the Indemnified Persons for all reasonable costs and expenses, including actual attorney fees, incurred in enforcing any obligation of the NMUF under this Agreement or any related agreement.
- (e) The NMUF shall use its reasonable best efforts to assure that, to the extent an Environmental Consultant provides services toward completion of Eligible Activities, at a minimum, the Environment Consultant shall indemnify, defend, and hold Indemnified Persons harmless from any loss, expense (including actual attorney fees) or liability of any nature due to any and all suits, actions, legal or administrative proceedings, or claims arising or resulting from injuries to persons or property as a result of the actions or services of the Environmental Consultant.
- (f) Notwithstanding any other provision of this Agreement, the NMUF shall obtain its Environmental Consultant's and other Contractor's written agreements to defend, indemnify and hold harmless the Indemnified Persons and their Board members, officers, agents and employees against and from all liabilities, losses, damages, costs, expenses (including attorney fees), causes of action, suits, claims and demands for judgment, to the same extent as the NMUF's indemnification provisions under this Section. This indemnity shall only apply to the Environmental Consultant or Contractor's actions, and the Environmental Consultant or Contractor shall have no obligation to indemnify, defend or hold harmless the Indemnified Persons for any loss, liability, claim, damage, cost or expense arising out of, related to or resulting from any activities performed by other environmental consultants or contractors on or attributable to the Eligible Property.
- (g) The indemnity provisions shall survive the term of this Agreement.

Section 2.5 The NMUF's and City's Repayment Obligation. In the event any monies received by the NMUF or City under this Agreement are determined to be outside the scope of Eligible Activities for the Development or not approved in accordance with this Agreement by a third-party auditor of the City or State, or applicable court, the NMUF or City shall not use and shall return such monies to the MBRA. If the monies have been already utilized for such improper purpose, the NMUF or City shall repay such monies to the MBRA or agree to reductions in subsequent reimbursements equal to the disavowed amount. In addition to any other remedies, the MBRA shall have the right of set-off for return or repayment of such monies against its obligations under this Agreement.

Section 2.6 Deduction from NMUF's or City's Right to Reimbursement. The NMUF and City grants the MBRA the right to deduct or set off from any reimbursement obligation to the NMUF and City the costs incurred by the MBRA in the successful enforcement of the terms of this Agreement or other claims in the event of a default of this Agreement by the NMUF.

Section 2.7 Eligible Property Access. The NMUF shall grant to the MBRA, or its designated agents, access to the Eligible Property to exercise the MBRA's right to administer or oversee Eligible Activities related to the purposes and pursuant to the terms of this Agreement. The MBRA shall give 24-hour written notice of its intent to access the Site whenever possible. If notice cannot be given due to an emergency or any other unforeseen circumstance, the MBRA shall give notice as is reasonable and practicable under the circumstances.

Section 2.8 Separate Covenants and Obligations. Except as expressly provided in Section 2.3, the NMUF's covenants and obligations are separate covenants solely running to and enforceable by the MBRA as provided by law, and to no other party, person, or entity. Unless otherwise expressly provided in this Agreement, a breach or default by the NMUF of its obligations to the MBRA shall not constitute a breach or default of this Agreement or bar enforcement or claims by the other parties. No third-party beneficiary rights, interests, or claims are created by implied contract, operation of law, or any other means.

ARTICLE 3

CONDITIONS PRECEDENT TO OBLIGATIONS OF THE NMUF

Section 3.1 Conditions Precedent to NMUF's Obligations to Acquire and Construct the NMUF Project. Any obligation of NMUF to conduct the Eligible Activities, as contemplated herein, are subject to the following conditions precedent which must be satisfied by the MBRA, as required herein, or waived by the NMUF, except as specifically provided herein:

- (a) No condition, event, action, suit, proceeding or investigation is occurring or threatened to occur, or shall be pending before any court, public board or body to which the NMUF, City, or the MBRA is a party, or threatened against the NMUF, City, or the MBRA contesting the validity or binding effect of this Agreement or the validity of the Brownfield Plan or Act 381 Work Plan or which could result in an adverse decision which would have one (1) or more of the following effects:

- (1) A material adverse effect upon the ability of the MBRA to collect and use Brownfield Tax Increment Revenues to repay its obligations under this Agreement.
 - (2) A material adverse effect on the NMUF's or the MBRA's ability to comply with the obligations and terms of this Agreement of the Brownfield Plan.
- (b) There shall have been no Event of Default by the MBRA or the City and no action or inaction by the MBRA or the City which eventually with the passage of time could become an Event of Default.
 - (c) The MBRA shall have performed all the terms and conditions to be performed by the MBRA pursuant to this Agreement.
 - (d) Brownfield Tax Increment Revenue and other needed revenue are assured, in the MBRA's sole reasonable judgment, from actual development, imminent development, contractual obligations to pay the equivalent taxes, and other designated sources other than general tax revenues to meet the obligations for Eligible Activities of the NMUF, the City and/or the MBRA included in the Brownfield Plan.
 - (e) Approval of the Brownfield Plan, and as necessary, approval of an Act 381 Work Plan by MSF for Non-Environmental Eligible Activities and EGLE for Environmental Eligible Activities.
 - (f) The NMUF has received the consent of any affected utility for relocation, burial, or other activity necessary to construct the Development.
 - (g) There has been no change in statutes or other law that would negatively impact either party's ability to meet (a)-(f) above.

ARTICLE 4
COVENANTS OF THE MBRA

Section 4.1 Adoption of Brownfield Plan and Act 381 Work Plan and Approval of the Brownfield Redevelopment Grant and Loan. The MBRA and City Commission have approved the Brownfield Plan and the MBRA has approved the Act 381 Work Plan which provides for the payment of MBRA Administrative and Transaction Costs, the preparation and approval of the Brownfield Plan and Act 381 Work Plan, and reimbursement for the NMUF, the City and the MBRA for the Eligible Activities expenses that have been conducted, completed and approved in accordance with the scope and terms of this Agreement, the Brownfield Plan, Act 381 Work Plan, Reimbursement Agreement, and the CDBG and MLBA Blight Elimination Grant Agreements as approved by the MBRA pursuant to its policies and procedures.

Section 4.2 Completion of Eligible Activities. Upon the satisfactory completion of any Eligible Activities by the NMUF, City, and/or the MBRA as described in the Brownfield Plan, the Act 381 Work Plan and Grant Agreements, as amended or supplemented, pursuant to this Agreement, and approved by EGLE and/or MSF and where applicable approved by the MBRA, the MBRA shall, to the extent Brownfield Tax Increment Revenues are available, reimburse the

NMUF, the City, and the MBRA in accordance with the terms set forth in this Agreement. The NMUF and the City shall have sole responsibility to pay the Environmental Consultant or other contractors or subcontractors for completion of such Eligible Activities and provide written waiver of any liens. If the NMUF or the City incurs any expenses or costs for any activities other than the Eligible Activities or the Eligible Activity costs exceed the Maximum Costs of Eligible Activities as set forth in Brownfield Plan or Act 381 Work Plan, as amended or supplemented, the NMUF or the City shall bear such costs without any obligation on the part of the MBRA. If the costs of Eligible Activities set forth in the Brownfield Plan or Act 381 Work Plan, as amended or supplemented, are less than Maximum Costs of Eligible Activities, then the NMUF and the City shall have no further right of reimbursement beyond its actual costs.

Section 4.3 MBRA or Contract Manager Oversight. The MBRA may retain the services of a qualified contract manager to exercise oversight of the NMUF and City and their environmental consultant, contractors, or subcontractors, for the purposes of assuring that the activities, invoices, and accounting by the NMUF and City are fair, reasonable, and constitute Eligible Activities within the meaning and scope of this Agreement, the Brownfield Plan, the Act 381 Work Plan, Reimbursement Agreement, and Act 381. The NMUF and the City shall provide the MBRA and its Contract Manager access to data, reports, sampling results, invoices, and related documents reasonably necessary to fulfill the exercise of such oversight. It is expressly understood that the MBRA has no right to control or to exercise any control over the actual services or performance by the NMUF or the City of the Eligible Activities, except as to assurance that the NMUF and the City have met the conditions and requirements of this Agreement.

Section 4.4 Limitation of Obligations and Liabilities to Third Persons or Parties. The MBRA and City shall have no liability to the NMUF under this Agreement except to reimburse the NMUF for the Eligible Activities in accordance with the Brownfield Plan and Act 381 Work Plan that have been approved by EGLE, MSF and the MBRA as provided by law and under the terms of this Agreement. No other obligation or liability of the MBRA or the City to the NMUF or any third person or party is created by this Agreement, except as stated herein.

ARTICLE 5

CONDITIONS PRECEDENT TO MBRA OBLIGATIONS

Section 5.1 Conditions Precedent to MBRA's Reimbursement Obligation for Eligible Activities. The obligations of the MBRA for reimbursements of costs to the NMUF or City for completion of Eligible Activities expenses as contemplated herein shall be subject to the following conditions precedent which must be satisfied by the NMUF or City as required herein, except as expressly provided in this Agreement or otherwise waived in writing by the MBRA. It is expressly agreed that the MBRA makes or gives no assurance of payment to the NMUF or City by the mere fact that an Eligible Activity or a dollar amount for such activity is identified in the Brownfield Plan and/or Act 381 Work Plan, or as hereafter supplemented or amended, and that it shall have the right to review and approve all written summaries of and invoices for Eligible Activities for the reasonableness of services performed by any consultant, contractor, or subcontractor under this Agreement. However, so long as an Eligible Activity by the NMUF or City has been approved and is authorized by Act 381 and has been completed and approved in accordance with the following procedure and this Agreement and to the extent Brownfield Tax

Increment Revenues are available, the NMUF and the City shall be entitled to reimbursement for its Eligible Activities expenses. The approval of the Brownfield Plan and Act 381 Work Plan or the project budget described below is not a guarantee that there will be sufficient Brownfield Tax Increment Revenues to reimburse the Eligible Activities, and if for any reason, the revenues are insufficient or there are none, the NMUF or the City assumes full responsibility for any such loss or cost of any Eligible Activity conducted.

- (a) Before commencing work on each stage of Eligible Activities and pursuant to the policies and procedures adopted by the MBRA, the NMUF or City will present a project budget for each stage to the MBRA Director at least two weeks prior to commencing work. The project budget will be submitted at each stage of the Eligible Activities line items or phases as provided in the Brownfield Plan and will provide detailed cost estimates or contractor quotes or bids.
- (b) The NMUF and City shall submit invoices of its Eligible Activities expenses and a written statement demonstrating a factual basis that it has completed the Eligible Activities to the MBRA Director for preliminary review and approval within 180 days of completion of the Eligible Activity in a form as required by the MBRA. Documentation of the costs incurred shall be provided including proof of payment, lien waivers, and detailed invoices for the costs incurred in sufficient detail to determine whether the costs incurred were for Eligible Activities. The Authority shall not be required to reimburse any request that is not submitted within 180 days after the expense is incurred.
- (c) Within 60 days after submittal of an invoice or invoices under (b) above, the MBRA Director or contract manager shall review and approve or reject the reasonableness of the invoice(s) and activity as ineligible and, if recommended, shall present the invoice(s) to the MBRA for approval. In the event of an objection, the MBRA Director or contract manager will notify the NMUF or City within the 60-day time period, and the NMUF or City shall meet to resolve or cure the objection. If the objection is not resolved or cured within 45 days, there is no obligation to pay the portion of the invoice(s) objected to until the parties have mutually agreed in writing through an alternative dispute mediation or there is a final judgment or order of a court of competent jurisdiction directing payment. It is expressly agreed that the Authority does not make or give any assurance of payment to the NMUF or City by the mere fact that an Eligible Activity or a dollar amount for such activity is identified in the Brownfield Plan or Act 381 Work Plan and that the Authority shall have the right to review and approve or deny reimbursement for any invoices for Eligible Activities based on the reasonableness of services performed by any consultant or contractor under this Agreement.
- (d) Payment for approved invoices from Brownfield Tax Increment Revenues from the Development will be made by July 31 each year.
- (e) No condition, event, action, suit, proceeding or investigation is occurring or threatened to occur, or shall be pending before any court, public board or body to which the NMUF, City, or MBRA is a party, or threatened against the NMUF, City, or MBRA contesting the validity or binding effect of this Agreement or the validity of the Brownfield Plan or which could result in an adverse decision which would have one (1) or more of the following effects:

- (1) A material adverse effect upon the ability of the MBRA to collect and use Brownfield Tax Increment Revenues to repay its obligations under this Agreement.
 - (2) A material adverse effect on the NMUF's or MBRA's ability to comply with the obligations and terms of this Agreement, the Brownfield Plan, or the Act 381 Work Plan.
 - (3) There shall have been no Event of Default by the MBRA and no action or inaction by the MBRA which eventually with the passage of time could become an Event of Default.
- (f) The NMUF, City and MBRA shall have performed all of the terms and conditions to be performed by them pursuant to this Agreement.
 - (g) Brownfield Tax Increment Revenue and other needed revenue are assured, in the MBRA's sole reasonable judgment for actual development, imminent development, contractual obligations to pay the equivalent taxes, and other designated sources other than general tax revenues to meet the obligations for Eligible Activities of the City and/or MBRA included in the Brownfield Plan and Act 381 Work Plan.
 - (h) Approval of the Brownfield Plan, and as necessary the Act 381 Work Plan by MSF for Non-Environmental Eligible Activities and EGLE for Non-Environmental Eligible Activities.
 - (i) Proper approvals required under applicable federal and state laws or regulations, and local ordinances, codes or regulations for land use and the Development have been secured.
 - (j) There has been no change in statutes or other law that would have one or more of the effects described in (e) above.
 - (k) The NMUF or City has received the consent of any affected utility for relocation, burial, or other activity necessary to construct the Development.
 - (l) The NMUF or City shall have performed all of the terms and conditions to be performed by the NMUF or City.
 - (m) During the term of reimbursement, the NMUF shall provide to the MBRA an annual report of investment made, number of residential units, the amount, by square foot of new or rehabilitated residential, retail, commercial, or industrial space, and the number of new jobs created. Report shall be delivered to the MBRA Director no later than July 15 of each year.

ARTICLE 6.

NMUF'S ENVIRONMENTAL CONSULTANT, CONTRACTOR, OR SUBCONTRACTOR RESPONSIBILITIES

Section 6.1 Eligible Activities and Due Care Obligation. The NMUF will contract with a competent and qualified Environmental Consultant (Consultant or Environmental Consultant) or other competent and qualified contractors or subcontractors (Contractors) as necessary to conduct and complete certain Eligible Activities set forth in this Agreement and as set forth in the Brownfield Plan and Act 381 Work Plan, as amended or supplemented, but limited to only those Eligible Activities performed by NMUF's Environmental Consultant or Contractors and specifically excludes all other activities performed by other environmental consultants, contractors, or subcontractors performing activities retained by the City, MBRA or another third party.

Section 6.2 Permits. The Environmental Consultant or Contractors shall examine all permits and licenses pertaining to certain Eligible Activities on the Property to determine whether all permits and licenses required to be issued by any governmental authority on account of certain Eligible Activities on the Property for the Development have been obtained or issued and are in full force and effect, and whether the Eligible Activities are in compliance with the terms and conditions of such permits and licenses, but is limited to only those Eligible Activities performed by NMUF's Environmental Consultant or Contractors, and specifically excludes all other activities performed by other environmental consultants, contractors, or subcontractors performing activities on the site.

Section 6.3 ASTM and Industry Standards. The Environmental Consultant or Contractors shall perform all services and Eligible Activities under this Agreement in accordance with any applicable ASTM or other industry standards.

Section 6.4 Other Services Performed for NMUF or City. The parties expressly understand that the MBRA is not responsible for payment or reimbursement of any services or expenses incurred by the Consultant, Contractors, NMUF and/or the City that are not within the scope of or in accordance with all of the terms, conditions and provisions of this Agreement. This Agreement shall not be deemed or construed to create any rights to reimbursement or otherwise in the Consultant, Contractors, or any third parties; specifically, this Agreement shall not be construed to create any third-party beneficiary contract or claim.

Section 6.5 Regulatory Liaison and Data and Reports. If applicable, the NMUF's or City's Environmental Consultant will provide communication services and attend meetings with EGLE relating to those Eligible Activities performed by NMUF's or City's Environmental Consultant, and specifically excludes all other activities performed by other Environmental Consultants, Contractors, or Subcontractors performing activities. Consultant or Contractors shall:

- (a) Submit reports and test results first to the NMUF or City and shall submit documents to the MBRA Director within 5 business days thereafter.

- (b) Make known the provisions of this subparagraph to all contractors and subcontractors, who shall be bound by the confidentiality provisions of this Agreement.
- (c) Submit any such written reports marked “DRAFT FOR DISCUSSION PURPOSES ONLY.” To the extent the MBRA or its designated agent reviews or receives a document marked “confidential,” it shall be kept confidential except as prohibited by the Freedom of Information Act or other law or regulation.
- (d) Disclose on request to the MBRA Director all data, reports and test results generated by the Consultant within the scope of this Agreement.

Section 6.6 Other Agreements. The NMUF covenants that it will obtain a warranty from the Consultant and Contractors that it is not a party to any other existing or previous agreement which would adversely affect the Consultant’s or the Contractor’s ability to perform the services with respect to the Eligible Activities.

Section 6.7 Contractors. If the NMUF hires any Environmental Consultant or Contractor, or retains any person, firm or corporation to perform services related to Eligible Activities under this Agreement, the NMUF shall first secure the written acknowledgment from such party that such party is not and shall not be or act as an agent or employee of the MBRA nor assume or create any duty, commitment or obligation on behalf of nor bind the MBRA in any respect whatsoever. A copy of such written acknowledgment shall be provided to the MBRA.

Section 6.8 Non-Discrimination Clause. Neither the NMUF, Consultant, nor any Contractors shall discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment because of their actual or perceived race, color, religion, national origin, sex, age, height, weight, marital status, physical or mental disability, family status, sexual orientation, or gender identity. Breach of this covenant may be regarded as a material breach of this Agreement.

Section 6.9 Independent Contractor. The Consultant and any Contractors shall perform its services under this Agreement entirely as an independent contractor, and shall not be deemed an agent, employee, or legal representative of the MBRA or City. The MBRA, City, NMUF and the Consultant and any Contractor shall each have and maintain complete control over all its employees, agents, and operators. Facts or knowledge of which the Consultant or Contractor becomes aware shall not be imputed to the MBRA or City without communication to and receipt by managerial officials or employees of the MBRA or City. The Consultant or any Contractor has no authority to assume or create and will not assume or create any commitment or obligation on behalf of the MBRA or City in any respect whatsoever. Further, the Consultant or any Contractor shall exercise its independent judgment for the services provided in this Agreement.

Section 6.10 Disposal of Hazardous Waste. In the event that samples or other materials contain substances classified as “hazardous waste” under state or federal law (Hazardous Waste), the NMUF or its agent shall, under a manifest signed by the NMUF, its agent, or a third party as the generator, have such samples transported for final disposal to a facility licensed to

accept Hazardous Waste. It is expressly understood that the MBRA does not have any oversight or other control or authority over disposal of Hazardous Waste under the terms of this paragraph.

Section 6.11 Compliance with Laws. While on the Property, the NMUF, the City and their respective Consultant, and any Contractor shall impose work orders on its employees, agents and subcontractors which are designed to assure that they comply with all applicable federal, state and local laws and regulations (including occupational safety and environmental protection statutes and regulations) in performing services under this Agreement, and shall comply with any directions of governmental agencies relating to site safety, security, traffic or other like matters, but limited to only those Eligible Activities performed by NMUF's or City's Environmental Consultant or Contractors, and specifically excludes all other activities performed by other environmental consultants, contractors, or subcontractor performing activities.

Section 6.12 Environmental Consultant or Contractor Insurance. The NMUF shall assure that the Consultant and any Contractors performing any part of the Eligible Activities covered by this Agreement shall obtain and maintain the policies of insurance in the types and amounts provided in Section 8.1

ARTICLE 7 **REPRESENTATIONS AND WARRANTIES**

Section 7.1 Representations and Warranties of the MBRA. The MBRA represents and warrants to the NMUF and the City that:

- (a) The MBRA is a public body corporate, established pursuant to Act 381, with all necessary corporate powers pursuant to that Act to enter into and perform this Agreement.
- (b) The execution and delivery of this Agreement has been duly authorized by all requisite action on the part of the MBRA, and this Agreement constitutes a valid and binding agreement of the MBRA enforceable in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, fraudulent conveyance or other laws affecting creditors' rights generally, now existing or hereafter enacted, and by the application of general principles of equity, including those relating to equitable subordination.
- (c) Neither the execution nor delivery of this Agreement nor the consummation of the transactions contemplated hereby is in violation of any provision of any existing law or regulation, order or decree of any court or governmental entity, or any agreement to which the MBRA is a party or by which the MBRA is bound.

Section 7.2 Representations and Warranties of the City. The City represents and warrants to the NMUF and the MBRA that:

- (a) The City is a Michigan municipal corporation with all necessary corporate powers pursuant to that Act to enter into and perform this Agreement.

- (b) The execution and delivery of this Agreement has been duly authorized by all requisite action on the part of the City, and this Agreement constitutes a valid and binding agreement of the City enforceable in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, fraudulent conveyance or other laws affecting creditors' rights generally, now existing or hereafter enacted, and by the application of general principles of equity, including those relating to equitable subordination.
- (c) Neither the execution nor delivery of this Agreement nor the consummation of the transactions contemplated hereby is in violation of any provision of any existing law or regulation, order or decree of any court or governmental entity, or any agreement to which the City is a party or by which the City is bound.

Section 7.3 Representations and Warranties of the NMUF. The NMUF represents and warrants to the MBRA and the City that:

- (a) The NMUF (i) is duly organized and validly existing as a 501(c)(3) organization in good standing under the laws of the State of Michigan, with power under the laws of such state to carry on its business as now being conducted; (ii) is duly qualified to do business in the State of Michigan, and (iii) has the power and authority to consummate the transactions contemplated under this Agreement by the NMUF.
- (b) There is no violation or default by the NMUF of any provision of its Articles of Organization or Operating Agreement, or under any indenture, contract, mortgage, lien, agreement, lease, loan agreement, note, order, judgment, decree or other instrument of any kind or character to which it is a party and by which it is bound, or to which it or any of its assets are subject, and compliance with the terms, conditions and provisions of this Agreement does not conflict with and will not result in or constitute a breach of or default under any of the foregoing, wherein default, breach or violation would materially and adversely affect any of the transactions contemplated by, or the validity of, this Agreement.
- (c) The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all requisite action on the part of the NMUF and this Agreement constitutes a valid and binding agreement of the NMUF in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, fraudulent conveyance or other laws affecting creditors' rights generally, now existing or hereafter enacted, and by the application of general principles of equity, including those relating to equitable subordination.
- (d) Except as a part of the performance and completion of Eligible Activities under the terms of this Agreement, the NMUF and its contractors or subcontractors shall not use the Development site for the storage, treatment or disposal of hazardous or toxic wastes of unaffiliated third parties and shall comply with all applicable federal, state and local laws, regulations, rules, ordinances, codes, decrees and orders in connection with any use of the site, and shall obtain all necessary permits in connection therewith.

- (e) The NMUF warrants that it will comply with all obligations, covenants and conditions required of it or its agents or contractors under the terms of this Agreement.

ARTICLE 8 **INSURANCE**

Section 8.1 Insurance. The NMUF and any contractor(s) or subcontractor(s) shall purchase and maintain insurance not less than the limits set forth below as applicable and necessary. The NMUF and any contractor(s) and subcontractor(s) shall maintain such other insurances as it deems appropriate for its own protection.

- (a) Worker's Disability Compensation Insurance including Employers Liability Coverage in accordance with all applicable statutes of the State of Michigan.
- (b) Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence and \$2,000,000 aggregate combined single limit. Coverage shall include the following: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Endorsement or Equivalent.
- (c) Motor Vehicle Liability Insurance, including Michigan No-Fault Coverage, with limits of liability of not less than \$1,000,000 per occurrence for Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles.
- (d) Contractor's Pollution Liability Insurance provided by Contractors, sub-contractors and site work contractors engaging in environmental response activities, covering any sudden and non-sudden pollution or environmental impairment, including clean up costs and defense, with limits of liability of not less than \$1,000,000 per occurrence (with first party and third-party coverage).

Section 8.2 Cancellation Notice. The NMUF understands and agrees that thirty (30) days advanced written notice of cancellation, non-renewal, reduction and/or material change to any insurance policy specified above shall be sent to the MBRA.

Section 8.3 Additional Insured. The Commercial General Liability Insurance, Motor Vehicle Liability Insurance, Professional Liability Insurance, and Auto Pollution Liability Insurance, as described above, held by the NMUF and its Environmental Consultant, contractors, and subcontractors, shall have an endorsement including the City of Marquette and the City of Marquette Brownfield Redevelopment Authority as additional insured.

Section 8.4 Proof of Insurance. The NMUF or any contractor or subcontractor shall make available copies of certificates of insurance for each of the policies mentioned above to the Authority upon request. If so requested, certified copies of all policies will be furnished.

ARTICLE 9
REMEDIES AND TERMINATION

Section 9.1 Alternative Dispute Mediation. If a dispute arises between the parties to this Agreement, the parties shall seek an alternative means of resolving the dispute as a condition precedent to litigation. Therefore, the parties agree to the following terms and conditions:

- (a) The party bringing in a claim shall give notice to the other party and, in writing, propose a meeting in which to discuss and attempt to resolve the claim within fourteen (14) days after the claim arises, which may be extended with the mutual agreement of all parties.
- (b) In the event the meeting between the parties to resolve the claim does not resolve the dispute or does not take place within said fourteen (14) day period, the parties shall designate, by mutual agreement, an independent mediator who shall convene a meeting of the parties within a period of twenty-one (21) days after the initial meeting between the parties. The mediator shall render his/her decision within ten (10) days of meeting with the parties. In the event that the mediator does not render a decision within said time period, the party bringing the claim shall have the right to proceed with litigation.
- (c) The purpose of the mediator is to attempt to resolve the dispute between the parties. The mediator shall not be empowered with the authority to render a binding opinion or award.
- (d) During the pendency of this alternative dispute resolution process, the parties agree that any statute of limitations applicable to all claims that are the subject of this mediation process shall be tolled.

Section 9.2 Remedies for Default. The MBRA or the non-defaulting party will provide notice to the defaulting party of the nature and extent of the default. The defaulting party will have 45 days to remedy the default.

Section 9.3 Remedies upon Default. Upon the occurrence of an Event of Default, the non-defaulting party shall have the right to terminate this Agreement with the defaulting party or, at the election of such non-defaulting party, may obtain any form of relief permitted under the applicable laws and court rules of the State of Michigan, including the right to seek and obtain a decree of specific performance of a court of competent jurisdiction.

ARTICLE 10
MISCELLANEOUS

Section 10.1 Term. The term of this Agreement shall commence on the date first written above and shall expire upon payment in full of the MBRA's obligations under this Agreement, or pursuant to the terms of the Brownfield Plan or Act 381 Work Plan and Act 381.

Section 10.2 Sale or Transfer of Eligible Property or Site within the Plan: The NMUF waives the right to reimbursement for outstanding Eligible Activity expense obligations, or any other reimbursement obligation of the MBRA, to be paid through Brownfield Tax Increment

Revenue captured from the portion of the Eligible Property that is sold, conveyed, transferred, or assigned unless the NMUF complies with the following:

- (a) The NMUF provides the prospective transferee with written notice of the Brownfield Plan, the nature and extent of Eligible Activities performed by the NMUF pursuant to the Plan, and the extent of any outstanding obligation for reimbursement for Eligible Activity expenses from taxes to be captured from the property.
- (b) The NMUF and the transferee enter into an allocation agreement covering how the Brownfield Tax Increment Revenues collected on the property shall be distributed between the NMUF and the prospective purchaser or transferee for any outstanding obligations or future obligations for Eligible Activities on the property.
- (c) The NMUF provides the MBRA with copies of the written notice and the allocation agreement between the NMUF and the transferee of the property prior to transfer of the property, and the MBRA approves the agreement, which shall not be unreasonably denied.

Section 10.3 Assignment of this Agreement. No party to this Agreement may transfer, assign, or delegate to any other person or entity all or any part of its rights or obligations arising under this Agreement without the prior written consent of all other parties hereto, which consent will not be unreasonably withheld.

Section 10.4 Notices. All notices, certificates or communications required by this Agreement to be given shall be in writing and shall be deemed delivered when personally served, or when received if mailed by registered or certified mail, postage prepaid, return receipt requested, addressed to the respective parties as follows:

If to the MBRA: Sheri Davie, Executive Director
Marquette Brownfield Redevelopment Authority
1100 Wright Street
Marquette, Michigan 49855

If to the City: Karen Kovacs, City Manager
City of Marquette
300 W. Baraga Avenue
Marquette, Michigan 49855

If to the NMUF: Brad Canale, Chief Executive Officer
NMU Foundation
607 Cohodas Hall
1401 Presque Isle Avenue
Marquette, Michigan 49855

or to such other address and/or representative as such party may specify by appropriate notice.

Section 10.5 Amendment and Waiver. No amendment or modification to or of this Agreement shall be binding upon any party hereto until such amendment or modification is reduced to writing and executed by all parties hereto. No waiver of any term of this Agreement shall be binding upon any party until such waiver is reduced to writing, executed by the party to be charged with such waiver, and delivered to the other parties hereto.

Section 10.6 Entire Agreement. This Agreement contains all agreements between the parties. There are no other representations, warranties, promises, agreements, or understandings, oral, written, or implied, among the parties, except to the extent reference is made thereto in this Agreement.

Section 10.7 Execution in Counterparts. This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.

Section 10.8 Captions. The captions and headings in this Agreement are for convenience only and in no way limit, define or describe the scope or intent of any provision of this Agreement.

Section 10.9 Applicable Law. This Agreement shall be governed in all respects, whether as to validity, construction, performance and otherwise, by the laws of the State of Michigan.

Section 10.10 Mutual Cooperation. Each party to this Agreement shall take all actions required of it by the terms of this Agreement as expeditiously as possible and shall cooperate to the fullest extent possible with the other parties to this Agreement and with any individual entity or governmental agency involved in or with jurisdiction over the engineering, design, construction or operation of the NMUF Project, or any other improvements which are undertaken in connection with the foregoing, in the granting and obtaining of all easements, rights of way, permits, licenses, approvals and any other permissions necessary for the construction or operation thereof. Each party to this Agreement shall execute and deliver all documents necessary to accomplish the purposes and intent of this Agreement including, but not limited to, such documents or agreements as may be required by the NMUF's lenders with respect to the Project to secure the NMUF financing from such lenders. Each party to this Agreement also shall use its best efforts to assist the other parties to this Agreement in the discharge of their respective obligations hereunder and to assure that all conditions precedent to and the completion of the NMUF Project are timely satisfied.

Section 10.11 Binding Effect. This Agreement shall be binding upon the parties hereto and upon their respective successors and assigns.

Section 10.12 Brokerage Fees. The MBRA and NMUF represent and warrant to the others that no broker or finder has been engaged in connection with this Agreement. The MBRA, without waiving any governmental immunity and to the extent allowed by law, and NMUF shall indemnify each other and hold each other harmless from and of any and all liability (including reasonable attorneys' fees and costs) for brokerage commissions or finders' fees in connection with this Agreement to the extent such liability or claim is based on any arrangement or agreement made or claimed to have been made by or on behalf of the indemnifying party.

Reimbursement Agreement
NMU Foundation
City of Marquette

FINAL DRAFT: February 28, 2023
City of Marquette Brownfield
Redevelopment Authority

Section 10.13 Condominium Documents. The NMUF agrees to put notice of this Agreement in any condominium Master Deed if a condominium project is developed on this land.

The MBRA, the City, and the NMUF have caused this Agreement to be duly executed and delivered as of the date first written above.

NMU FOUNDATION

By: Brad Canale
Its: Chief Executive Officer

Approved as to Content:

CITY OF MARQUETTE BROWNFIELD
REDEVELOPMENT AUTHORITY

By: Sheri Davie
Its: Executive Director

By: Gerald Irby
Its: Chair

Approved as to Content:

CITY OF MARQUETTE

By: Karen M. Kovacs
Its: Manager

By: Cody O. Mayer
Its: Mayor

Approved as to Form:

By: Suzanne C. Larsen
Its: Attorney

By: Kyle Whitney
Its: Clerk

EXHIBIT A: ELIGIBLE PROPERTY



EXHIBIT B
BROWNFIELD ELIGIBLE ACTIVITIES
FORMER MGH REDEVELOPMENT

NMUF NON-ENVIRONMENTAL ELIGIBLE ACTIVITIES		
Lead Asbestos Abatement		\$4,170,000
Demolition		\$17,815,000
	Subtotal	\$21,985,000
Contingency		\$3,297,750
CDBG/MLBA Grants		(\$15,900,000)
NON-ENVIRONMENTAL ELIGIBLE ACTIVITIES		\$9,382,750
MBRA ELIGIBLE ACTIVITIES		
Baseline Environmental Assessment		\$30,900
Pre-Demolition Survey		\$22,000
	Subtotal	\$52,900
Contingency		\$7,935
Brownfield Plan Preparation		\$235,000
TOTAL MBRA ELIGIBLE ACTIVITIES		\$348,735
TOTAL ELIGIBLE ACTIVITIES		\$9,731,485