



Department of City Development

Housing Authority
Redevelopment Authority
City Plan Commission
Historic Preservation Commission
NIDC

Rocky Marcoux
Commissioner

Martha L. Brown
Deputy Commissioner

April 7, 2005

Mr. Grant F. Langley
City Attorney
Room 800, City Hall
200 E. Wells Street
Milwaukee, WI 53202

Dear Mr. Langley:

The Redevelopment Authority of the City of Milwaukee (RACM) has been awarded a Brownfield Cleanup Revolving Loan Fund (BCRLF) from the United States Environmental Protection Agency (USEPA). A Cooperative Agreement was awarded on September 25, 2003, which provides \$1,000,000 in federal assistance over a five-year period. These funds are to be used to undertake the remediation of brownfield sites in the City of Milwaukee by making low interest loans and subgrants to eligible parties.

The City of Milwaukee recently acquired a tax delinquent brownfield property at 3613 North Palmer Street through in-rem tax foreclosure. This property requires remediation before it can be sold for redevelopment. RACM has agreed to subgrant the City of Milwaukee \$200,000 from the BCRLF to support the remediation at the site, and adopted a Resolution authorizing this subgrant on October 21, 2004.

In order to utilize the subgrant funds at the 3613 North Palmer Street property, RACM and the City of Milwaukee must enter into a Subgrant Agreement that is signed by both parties and approved by the USEPA. It is requested that you assign an attorney to work with us to finalize a BCRLF Subgrant Agreement. A Draft Subgrant Agreement for this property is enclosed with this letter. Also enclosed is a copy of the RACM resolution authorizing the subgrant.

We intend to introduce this file at the Common Council on May 3, 2005, for possible adoption on May 20, 2005, therefore your prompt attention to this matter will be appreciated.

Please contact Miss Johanna Howard at 286-8268 as soon as possible to discuss this further.

Sincerely,

Rocky Marcoux
Commissioner

Cc: Pat McDonnell

Enclosures

Redevelopment Authority of the City of Milwaukee

Resolution No.: 9663
Adopted on: October 21, 2004
Aldermanic District: 6th

Resolution authorizing a \$200,000 Subgrant to the City of Milwaukee from the EPA Revolving Loan Funds to support environmental remediation at 3613 North Palmer Street.

Whereas, The Environmental Protection Agency has awarded revolving loan funds to the Redevelopment Authority for the purpose of making loans and subgrants in support of environmental cleanup on brownfield properties in Milwaukee through EPA Cooperative Agreement BL-97568301-0 and EPA Cooperative Agreement BF-96531201-1; and

Whereas, A \$200,000 subgrant of these funds to the City of Milwaukee would support environmental remediation at 3613 North Palmer Street, an abandoned industrial facility that was acquired by the City through tax foreclosure in July 2004; and

Whereas, The Phase II testing conducted by the City prior to foreclosure determined that the building floor and underlying soils were impacted with commingled hazardous and petroleum contaminants as a result of the property's past use for a number of industrial activities; and

Whereas, The former owners that may have contaminated the site are bankrupt or unable to pay for remediation and no other sources of funding are available to remediate the site; and

Whereas, This property is not listed or proposed for listing on the federal National Priorities List under Superfund; and

Whereas, The neighboring property owner, Medovations, which manufactures medical equipment, desires to purchase the property after remediation in order to expand its building and employee parking lot, which will result in several additional full-time employees; and

Resolved, By the Redevelopment Authority of the City of Milwaukee that a \$200,000 cleanup subgrant to the City of Milwaukee to support remediation at 3613 North Palmer Street is authorized using funding from Cooperative Agreement BF-96531201-1; and, be it

Further Resolved, That the proper officers of the Authority are authorized to take all necessary actions to carry out the intent and purpose of this resolution.

CERTIFICATION

I certify that the forgoing is a true and exact copy of a resolution adopted by the Redevelopment Authority of the City of Milwaukee, WI on the date set forth above.

(seal)


Joel T. Brennan
Assistant Executive Director-Secretary

**REDEVELOPMENT AUTHORITY OF THE CITY OF MILWAUKEE
BROWNFIELDS CLEANUP REVOLVING LOAN FUND
SUBGRANT AGREEMENT**

THIS AGREEMENT is made and entered into on this _____ day of _____, 2005, by and between the Redevelopment Authority of the City of Milwaukee, a governmental body corporate and politic created pursuant to § 66.1333, Wis. Stats. (hereinafter referred to as the "Grantor"), and the City of Milwaukee, an organized municipal corporation of the State of Wisconsin (hereinafter referred to as "Grantee").

WITNESSETH:

WHEREAS, the Grantor is the recipient of Brownfields Cleanup Grant Funds ("BCGF") and authorized to make certain grants from these funds ("Grant Funds"); and

WHEREAS, Grant Funds are to be used to undertake cleanup of brownfields sites in the City of Milwaukee by making low interest loans and grants to parties willing to undertake cleanup of these sites; and

WHEREAS, the Grantee is the owner of the property located at 3613 North Palmer Street, Milwaukee, Wisconsin (the "Site"); and

WHEREAS, the Grantor has agreed to grant to Grantee \$200,000 of the Grant Funds which will be used by the Grantee for a portion of the remediation at the Site (the "Remediation Work"); and

WHEREAS, the Grantor and the Grantee are entering into this Agreement to set forth their respective rights and obligations in relation to the foregoing matters; and

WHEREAS, the execution and performance of this Agreement by the Grantor were approved by RACM Resolution No.9663, adopted on October 21, 2004;

NOW, THEREFORE, in consideration of the premises, it is mutually agreed by and between the parties as follows:

1. Grantor agrees to grant the Grantee the sum of \$200,000.00 to be used by the Grantee for the Remediation Work (the "Project Grant Funds") subject to the terms and conditions herein.
2. Grantee shall carry out the Remediation Work in accordance with the Comprehensive Environmental Response Compensation and Liability Act (CERCLA) 104 (k); Uniform Administrative Requirements for Grants and Cooperative Agreements to States and Local Governments (40 CFR Part 31); and all other applicable provisions of federal, state or local law.
3. Grantee shall carry out the Remediation Work in accordance with the Davis-Bacon Act

of 1931 (CERCLA 104(g)(1), 40 U.S.C. 276a-276a-5 and 42 U.S.C. 3222). CERCLA compliance with Davis Bacon 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 U.S. Department of Labor and incorporate them into the remediation construction contract.

4. The Grantee shall provide the Grantor with a copy of the Phase I and Phase II Environmental Assessment of the Property performed according to the American Society for Testing and Materials (ASTM) standards (collectively, the "Assessment"). The Grantee shall be responsible for the payment of all costs and expenses related to the Assessment. The Grantee agrees that the Project Grant Funds shall not be used for the payment of any cost or expense related to the Assessment. The Assessment shall include, but is not limited to site background, the threat posed to by the contaminant to public health, welfare and the environment and all past enforcement activities conducted by any governmental agency, and the site testing results.
5. The Grantee will use the Funds to pay invoices for costs associated with environmental remediation of the Site as more particularly described on Exhibit A ("Eligible Costs") submitted to the Grantee by the Grantor and for no other purpose. The Eligible Costs are a subset of the Remedial Action Plan. If the Project Grant Funds are used for confirmation sampling or assessment purposes, they will be conducted consistent with EPA-approved QAPPS. Unless instructed otherwise by the Grantor in writing, the Grantee shall pay the full amount shown as due on each invoice to the party named on the invoice of being entitled to receive the payment. The Grantee shall not, without the Grantor's prior written consent, use the Project Grant Funds for activities others than those described in Exhibit A.
6. The Grantor shall designate an Environmental Project Manager who shall review and approve of the proposed cleanup and coordinate the work to be performed using Project 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.
7. Project Grant Funds shall be payable to Grantee as reimbursement for eligible expenses incurred based upon the progress of the work and in accordance with Exhibit A. Grantee shall submit invoices to the Grantor, which shall review and approve them and return approved invoices to Grantee for payment. The Grantor shall be responsible for taking such measures as may be appropriate to verify that each invoice reflects an Eligible Cost and is appropriate for payment. If a particular invoice has been approved only in part, the Grantor shall indicate in writing the amount for which payment is approved. No payment of Project Grant Funds shall be made by Grantee without the written approval of the Environmental Project Manager (as identified in Paragraph 6).
8. The Grantor shall have no responsibility to pay Eligible Costs or any other costs

associated with the Site beyond disbursement of Project Grant Funds provided to the Grantee as outlined in this Agreement.

9. The Grantee shall prepare a Community Relations Plan ("CRP") with the assistance and cooperation of the Grantor. The CRP shall include the following:
 - a. Copies of interviews conducted with residents and community leaders, local officials, and public interest groups.
 - b. Copies of news releases and other information that explains the proposed project, such releases and information to be disseminated throughout the area surrounding the affected area.
 - c. Procedures for the establishment of a local information repository at or near the Property that includes public information supplied by both the Grantee and the Grantor related to the proposed Remediation Work. The Grantee shall supply the Grantor with any additional information that would assist the Grantor in documenting the Remediation Work.
10. The Grantee shall draft an Analysis of Brownfields Cleanup Alternatives ("ABCA") with the assistance and cooperation of the Grantor, that will include information about the Property and contamination issues (i.e., exposure pathways, identification of contaminant sources, etc.); cleanup standards; applicable laws; alternatives considered; and the preferred remedial cleanup. The evaluation of alternatives must include effectiveness, implementability, and the cost of the cleanup proposed. The Grantee shall submit copies of the draft ABCA to the Grantor for approval. The Grantee agrees to accept advice and suggestions from the Grantor and to incorporate those suggestions or requests for revisions as appropriate.
11. After the Grantor has approved the draft ABCA, the Grantee shall make the document available for review and public comment for a period of not less than thirty (30) days from the date of publication of the public notice.
12. After the public comment period, the Grantee shall incorporate all appropriate comments, in the reasonable discretion of Grantee, into a final ABCA document and prepare a written response to the public comments, if appropriate.
13. After the ABCA has been finalized, the Grantee shall prepare a scope of work containing specifications for the Remediation Work including a budget and work schedule; a health and safety plan (OSHA 1910-120 - 126) and a quality assurance project plan which sets forth the manner and method of collecting samples to assure the complete removal of all hazardous substances that are located at the Property and are to be removed as a part of the Remediation Work (collectively, such documents are referred to as the "Project Documents") and submit same to Grantor for approval.
14. Prior to the initiation of the Remediation Work, including any cleanup activities, the Grantee must provide to the Grantor copies of all of the state required remedial planning documents and the state's approval of those documents, if required.

15. The Grantee understands and agrees that any and all work performed on the Property for which the Project Grant Funds are used and the receipt of any Project Grant Funds under this Agreement is conditioned upon the Grantee's full compliance with the terms and provisions of the Project Documents and this Agreement.
16. The Project Grant Funds shall be payable to the Grantee as reimbursement for allowable expenses incurred by the Grantee based upon the progress of the Remediation Work and in accordance with the approved cleanup project budget (the "Budget"), attached hereto and made a part hereof as Exhibit 2. No reimbursement shall be made to the Grantee without the written approval of the Grantor.
17. Grantee agrees to use best efforts to keep all expenditures from the Project Grant Funds within the approved Budget. Grantee shall not exceed any of the costs enumerated in the approved Project Budget without the prior written approval of the Grantor.
18. All material changes or modification to the Remediation Work or the Project Documents shall be approved in writing by the Grantor prior to such change or modification becoming effective. All additional costs incurred, as the result of any change orders shall be the responsibility of the Grantee. In the event that unforeseen conditions are discovered during the implementation of the Remediation Work, the Grantee reserves the right to revise the cleanup action and the Project Documents.
19. It is expressly understood that a failure or delay on the part of the Grantee in the performance, in whole or in part, or 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 such party, the failure or delay shall not constitute a breach or Event of Default under this Agreement; however, the Grantee shall use its best effort to insure that the Project is completed in a reasonable time without unnecessary delay.
20. Environmental Warranties.
 - a. Grantor certifies that there has been a release of hazardous substances into the environment at the Site and has determined that a BCRLF response action is authorized and appropriate at the Site.
 - b. The Grantor certifies that the Site is not listed, or proposed for listing, on the National Priorities List of the EPA.
 - c. The parties certify that neither the Grantor nor the Grantee are responsible for the existing environmental hazards as generator or transporter of the contamination pursuant to the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended ("CERCLA"). The Grantee further certifies that it acquired the Site after the time of disposal or placement of hazardous substances and has not caused, contributed to,

permitted or exacerbated the release of a hazardous substance on or emanating from the Site.

- d. The Grantee has conducted the equivalent of an engineering evaluation/cost analysis based upon Ch. NR 716 Site Investigation Report and Ch. NR 722 Remedial Action Options Plan and Addendum, which are the equivalent of the NCP Engineering Evaluation/Cost Analysis ("EE/CA"). These documents clearly define the nature and extent of contamination; identify the objectives of the response action; provide an analysis of alternatives; and recommend the necessary response actions, which include the removal of highly contaminated materials, to meet the cleanup standards in Ch. NR 722 and the closure standards in Ch. NR 726. The Site Investigation Report and Remedial Action Options Report ("EE/CA Equivalents") were prepared in accordance with Ch. NR 714 and all public review and comment provisions therein. Any significant comments to the EE/CA Equivalents were considered and a response given. On this basis, the Grantee selected a final BCRLF response action, which is the response proposed by the Grantee in the Remedial Action Plan ("RAP") for the Site. The RAP incorporates requirements for sampling Plans and Quality Assurance Project Plans and certifications as are required by Ch. NR 700, et seq., including Ch. NR 712, Ch. NR 716 and Ch. NR 149. Exhibit B indicates the NCP requirements and the corresponding DNR equivalents.
- e. The Grantee certifies that the clean-up will be consistent with the National Contingency Plan ("NCP") requirements for a non-time critical removal action and in accordance with Chapter NR 700, Wisconsin Administrative Code (comprehensive environmental rule series).

21. Consistency Procedures.

- a. All terms used in this Article, not elsewhere defined, shall have those meanings found in Ch. NR 700 et. seq., Wis. Admin. Code, except that where a meaning may conflict or where a term may have a different meaning provided in CERCLA or the NCP, solely for purposes of compliance with this Article, such term(s), wherever defined in this Agreement or elsewhere, shall have the meaning provided in CERCLA or the NCP.
- b. The Site is being cleaned up with oversight provided by WDNR Remediation and Redevelopment Program Project Manager Pam Mylotta, pursuant to Ch. NR 700, Wis. Admin. Code.
- c. After determining that all NCP requirements had been met, the Grantee has prepared an Action Memo documenting the basis for the remedial action for signature by the Grantor. A copy of the Action Memo is attached as Exhibit C.
- d. Grantor understands and agrees that any and all work performed on the Site for which Project Grant Funds are used and the disbursement by the Grantee

of any Project Grant Funds under this Agreement are conditioned upon the Grantor's full compliance with this Agreement; and with all applicable requirements of federal law with respect to any Project costs funded with federal funding including EPA BCRLF funds.

22. **Conditions Precedent.** The obligation of Grantor and Grantee to perform as contemplated hereunder is subject to the fulfillment of the following conditions:

a. **Approval of City's Counsel.** All legal matters incidental to the Grantor's obligation hereunder shall be satisfactory to counsel of City, including the form, validity, and enforceability of this Agreement and Exhibits hereon.

- b. **Compliance.** The representations and warranties contained herein shall be true on and as of the date of the signing of this Agreement with the same effect as though such representations and warranties had been made on and as of such date, and on such date no event of default and no condition, event or act which, with the giving of notice or the lapse of time or both, would constitute an event of default, shall have occurred and be continuing or shall exist.
- c. **Cooperation with Audit.** The Grantor and Grantee shall cooperate fully with an audit of the Project Grant Funds, if so required.
- d. **Erect Sign.** The Authority shall erect a sign on the Site stating that the Project is being financed in part by the EPA BCRLF, 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 Site shall comply with all requirements of the State and local law applicable to on-premise outdoor advertising, Ch. NR 714, as well as 40 CFR Part 35, Subpart O (Section 35.6105(a)(2)(ii)).

23. **Affirmative Covenants.** The parties covenant that so long as this Agreement is in effect:

- a. Grantee shall document all the uses of the Project Grant Funds, and maintain financial and programmatic records in accordance with generally accepted accounting principles and to retain all of its records and supporting documentation applicable to this Agreement for a minimum of three (3) years.
- b. The parties certify that they have never been subject to any penalties resulting from environmental non-compliance at or on the Site nor have any of the Project Grant Fund contractors or subcontractors been suspended, debarred, or otherwise declared ineligible for participation in this federal program or from the receipt of these funds.
- c. The Grantor and Grantee shall carry out the Project Grant Fund activities in accordance with all applicable state, local and federal laws, regulations, orders, writs, judgments, injunctions, decrees or awards, 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 Administrative 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; 40 C.F.R., Part 35, Subpart O, Executive Order 11246, Equal Employment Opportunity, and implementing regulations at 41 C.F.R. 60-4 relating to federally-assisted construction contracts; 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)); all applicable "cross-cutting requirements", including those federal requirements agreed between the USEPA and the Authority defined by their Cooperative Agreement No. BF-96531201-1; 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) and Section 504 of the Rehabilitation Act of 1973 as implemented by Executive Orders 11914 and 11250. Failure to comply with this provision shall not be a breach of this covenant if such failure does not have, or is not reasonably expected to have a materially adverse effect on the properties, business prospects or condition (financial or otherwise) of Grantee and Grantee is acting in good faith and with reasonable dispatch to cure such noncompliance.

24. The Grantor may inspect work at the Site during and upon completion of the BCRLF response action. The Grantor shall, at all times, have the right to enter the Site during the execution of the Remediation Work. If the Grantor finds that the work is unsatisfactory or is not substantially in accordance with the RAP, the Grantor shall have the right to stop work and order work replacement.
25. All changes or modifications to the Project, Exhibit A or the RAP shall be approved in writing by the Grantor's Environmental Project Manager in consultation with WDNR prior to such change or modification becoming effective.
26. The work shall be commenced within ninety (90) days of the date of this Agreement and all work included in the RAP shall be completed within eighteen (18) months of commencement of such work.
27. The Grantee shall prepare a report when site remediation is complete. The notice shall contain certification or documentation necessary to prepare an EPA BCRLF cleanup closeout report and establish the following:
 - a. That the response actions at the Site have achieved the closure requirements in Ch. NR 726, and a closure letter has been issued for the Site by the WDNR.
 - b. A project completion report developed by contractors in accordance with Section 300.165 of the NCP and all applicable EPA guidance. This report

shall summarize the actions taken, the resources committed and the problems encountered in completion of the Project, if any.

- c. All Funds were expended for EPA BCRLF Eligible Costs.
28. **Negative Covenants.** Grantee covenants that Grantee will not, without prior written consent of the Grantor, use Project Grant Funds other than as authorized in paragraph 5 of this Agreement.
 29. **Default.** In the event of a default of any of the terms or conditions of this Agreement then, in that event, the entire amount of Project Grant Funds disbursed to Grantee shall become immediately due and payable without the necessity of demand from Grantor. Grantee shall be deemed to be in default under this Agreement upon the occurrence of any one or more of the following events:
 - a. Grantee assigns this Agreement or any Project Grant Funds advanced hereunder or any interest herein to a third party, without the prior written consent of the Grantor;
 - 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. Grantee defaults in the performance of any term, covenant or condition to be performed hereunder and such default is not remedied within thirty (30) days, unless a longer period of time is reasonably required to cure the default, from and after written notice by certified mail, return receipt requested, from the Grantor to Grantee, specifying said default, or, 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 Grantee to the extent allowed by law.
 - d. Any proceeding involving Grantee, 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 Grantee either approves, consents to, or acquiesces in such proceedings, or such proceedings are not dismissed within sixty (60) days.
 - e. An order, judgment or decree is entered, without the application, approval or consent of Grantee, by any court of competent jurisdiction approving the appointment of a receiver, trustee or liquidator of Grantee of all or a substantial part of its assets, and such order, judgment or decree shall continue in effect for a period of sixty (60) days.

Upon the occurrence of any one or more of the Events of Default enumerated above, all amounts of Project Grant Funds disbursed to Grantee by 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.

30. **Non-PRP Status.** The Grantee is the current owner of the Site, but is not a potentially responsible party under Section 107 of CERCLA, 42 U.S.C. § 9607. The Grantee is exempt under § 101(35)(A)(ii) of CERCLA, 42 U.S.C. § 101(35)(A)(ii). The Grantor has documented the Grantee's liability exemption in a memo dated February 17, 2005, which was sent to EPA.
31. **Factors Considered.** In determining that the \$200,000.00 subgrant is appropriate at this Site, the Grantor has considered:
 - a. the property is not listed or proposed for listing on the National Priorities List;
 - b. there is not a need for a property-specific determination; and
 - c. the property meets the economic distress, reuse of infrastructure and greenspace criteria for choosing sub-grant applicants.

The Authority had documented this consideration in a memo dated February 17, 2005, which was sent to the EPA.

32. **Additional Certifications.** Grantor and Grantee certify that they and their contractors and subcontractors:
 - a. Are not presently or proposed to be debarred or suspended, declared ineligible or voluntarily excluded from Federal, State or local (hereinafter "public") transactions;
 - b. Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction or contract under a public transaction; violation of Federal or State antitrust law or commission of 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 that would disqualify them from receiving the benefits of the Project Grant Funds; and
 - d. Have not within the preceding three years had a public transaction terminated for cause or default.
33. **Notices.** Any notices required or permitted hereunder shall be sufficiently given if set forth in a writing forwarded either by personal delivery or by first-class mail, postage

prepaid, to the persons at the addresses set forth below or to such other persons and addresses as may by such notice be established:

GRANTOR:

Redevelopment Authority of the City of Milwaukee
809 North Broadway
Milwaukee, WI 53202
Attention: Assistant Executive Secretary - Director

GRANTEE:

City of Milwaukee
809 North Broadway
Milwaukee, WI 53202
Attention: Commissioner

34. **Exhibits and Recitals.** Any exhibits appended to this Agreement and the opening recitals to this Agreement are incorporated within and for all purposes are a part of this Agreement.
35. **Captions.** The captions or headings placed upon paragraphs of this Agreement are for convenience only, do not constitute a part of this Agreement, and shall not limit or affect in any way the interpretation or construction of this Agreement.
36. **Severability.** If any part of this Agreement shall be found to be invalid or unenforceable, such finding shall not affect the validity or enforceability of any other provisions hereof which can be given effect in the absence of the parts determined to be invalid or unenforceable.
37. **Governing Law.** All matters relating to the making, enforcement, and performance of this Agreement shall be governed by the internal laws of the State of Wisconsin.
38. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall constitute an original and all of which shall constitute one and the same agreement.
39. **Agreement Binding; Amendment.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. This Agreement may be amended or modified only as expressly provided in a writing signed by each of the parties.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals as of the day and year first written above.

GRANTEE:

CITY OF MILWAUKEE

By: _____

Witness: _____

GRANTOR:

**REDEVELOPMENT AUTHORITY OF THE
CITY OF MILWAUKEE**

By: _____

Witness: _____

LIST OF EXHIBITS

- A Identification of Eligible Costs
- B NCP/DNR Requirements
- C Action Memorandum
- D Remedial Action Plan
- E Site Eligibility Letter