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CHRISTOPHER M. TAYLOR
WILLIAM M. BEUCHE

August 2, 2022

Rebecca Foster
Pinckney Village Council
220 S. Howell
Pinckney, MI 48169

Dear Ms. Foster:

Re: Community Park - 461 N. Dexter

Following up on our conversation, I am providing the Village with a proposal from Pittsfield Products for the sale of the vacant parcel currently being used as a community park (Parcel ID 4714-23-304-009).

- The current tax assessment states a land value of \$42,364. Pittsfield will agree to sell the property to the Village for \$25,000. Pittsfield will provide a warranty deed and the Village will acquire fee simple title to the property.
- Pittsfield will provide a draft purchase agreement to the Village following its acceptance of the sale price.
- Upon execution of the purchase agreement, the Village will have a due diligence period to conduct its investigation and obtain a Baseline Environmental Assessment.
- Given that the property is a "facility" as defined in the Natural Resources and Environmental Protection Act, and that there are ongoing response activities being conducted on the property, it will be necessary to record a restrictive covenant and easement as part of the transaction. These documents are necessary to restrict the use of groundwater to avoid exposures, ensure that there is no disturbance of the existing response activities and provide continuing access to Pittsfield Products to conduct the response activities.

Please let me know if the Village is in agreement with these terms and I can provide a draft purchase agreement for review by counsel.

Rebecca Foster
August 2, 2022
Page 2

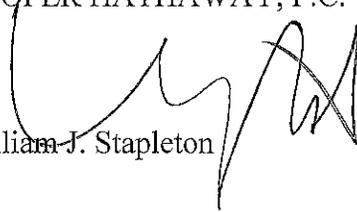
Please do not hesitate to contact me with any questions or if the Village is in need of more information.

Thank you for your time and consideration of the proposal.

Very truly yours,

HOOPER HATHAWAY, P.C.

William J. Stapleton

A handwritten signature in black ink, appearing to read 'W. J. Stapleton', is written over the printed name. The signature is fluid and cursive, with a large initial 'W' and a distinct 'S' at the end.

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July 25, 2022

Rebecca Foster
Pinckney Village Council
220 S. Howell
Pinckney, MI 48169

Dear Ms. Foster:

Re: Community Park - 461 N. Dexter

Our firm represents Pittsfield Products Inc., ("Pittsfield") which owns and operates a small manufacturing facility located at 461 N. Dexter in Pinckney.

Pittsfield also owns the adjacent vacant parcel (Parcel ID 4714-23-304-009), which for many years has served as a park and is used primarily by local school children as a playground. The use of the parcel as a park has always been based on an informal agreement and Pittsfield is pleased that the property has been such a benefit to the community through the years.

Given the length of time the property has been used as a community park, Pittsfield believes it would be in the best interest of all concerned to formalize the transaction. Therefore, Pittsfield would like to offer the property at less than market value to the Village to purchase and continue to use as a community park. Pittsfield would need to maintain its right to periodically access the property as it does currently for its environmental work in the area.

Please let me know whether the Village has any interest in this offer as Pittsfield would like to pursue other opportunities for the property if the Village is not interested.

Perhaps we could set up a time to discuss in more detail. I would also be happy to come to a Village Council meeting to answer questions or provide additional information if that would be helpful.

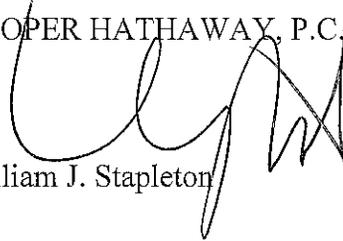
Thank you for your time and I look forward to hearing from you.

Rebecca Foster
July 25, 2022
Page 2

Very truly yours,

HOOPER HATHAWAY, P.C.

William J. Stapleton

A handwritten signature in black ink, appearing to read "WJ Stapleton", is written over the printed name "William J. Stapleton". The signature is fluid and cursive, with a large initial "W" and "J" and a trailing flourish.



Assessment • Remediation • Compliance
Restoration • Incentives

10448 Citation Drive, Suite 100
Brighton, MI 48116

800 395-ASTI
Fax: 810.225.3800

www.asti-env.com

Sent Via Email Only

September 7, 2022

Rebecca Foster
Village of Pinckney
220 S. Howell Street
Pinckney, MI 48169

*RE: Phase I Environmental Site Assessment, Parcel #4714-23-304-009
1.6 Vacant Acres; 461 N. Dexter, Pinckney, MI 48169
(ASTI Proposal # DCM090622-2)*

Rebecca Foster:

Thank you for your interest in the environmental services offered by ASTI Environmental (ASTI). Based on the information provided, this letter is a cost quotation to conduct a Phase I Environmental Site Assessment (ESA) for the above referenced property (the "Subject Property"). It is our understanding that the Subject Property is a single parcel consisting of 1.6 acres and includes no buildings. It is also our understanding that the intended future use is to continue its usage as a community park, and that the assessment is to be used to satisfy one of the requirements to qualify for Comprehensive Environmental Response, Compensation, and Liability Act landowner liability protections.

Scope of Services

Phase I Environmental Site Assessment

ASTI will complete a Phase I Environmental Site Assessment (ESA) at the above site according to the Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process issued by the American Society for Testing and Materials (ASTM) - E1527-13 which includes a Tier I Non-Invasive Screening Assessment for potential vapor encroachment conditions (pVECs). Please note that the Phase I ESA will also meet the proposed ASTM E1527-21 standard, which has not yet been adopted by the EPA.

You will need to provide a chain of title unless you indicate that all other standard and historical sources cannot adequately document Subject Property usage or if required by a lender. At your request, ASTI can order a chain of title but that is not included in this proposal and will be based on a Change Order.

Per ASTM E1527-13 and E1527-21, Section 6, *User Responsibilities*, a search for environmental liens and activity and use limitations is required by the purchaser through a search of title documents or other judicial records. If the required search for liens cannot be achieved through User-provided documentation, ASTI can obtain the liens search. Additional fees will apply and will be authorized through a Change Order. Note: Michigan participate in the Superfund Super Lien program, which is accepted by many lenders and institutions as meeting the Section 6 requirement.

Various lenders have specific requirements affecting the scope of a Phase I ESA and the format of the final report. Since you have not indicated a lender for this project, this proposal is not intended to comply with the requirements of any specific lender. If a lender for this project has specific requirements, the scope of this investigation can be changed prior to our site visit. Changes in scope required by a lender may result in additional costs.

Please note that due to changes in the Freedom of Information Act (FOIA) policies of the Michigan Department of Environment, Great Lakes, and Energy (EGLE), the Phase I ESA cost may not include all FOIA charges. These charges are set by EGLE and other government agencies and are, in part, based on the number of pages copied. Therefore, they can vary widely, and we cannot provide a quote at this time. If FOIA costs are more than \$20, you will be charged for these costs as indicated below. Please authorize these charges in the space provided below.

Services Not Included

The following items are not included as part of the Phase I ESA, but can be provided as a separate scope of service: obtaining and reviewing any title documents for the Subject Property; testing for PCBs in hydraulic or electrical equipment; identification or testing of lead in paint or piping solder; assessing or sampling potential asbestos-containing materials for pre-demolition clearance; compliance with applicable environmental permits, regulations, or statutes; wetlands determination or delineation; assessment of urea formaldehyde foam insulation; testing for mold or other indoor air contaminants; or invasive sampling of soil and groundwater.

Report

At the completion of the assessment, one electronic copy of the final report will be provided. The report will include an outline of the work completed during the investigation, a discussion of the items identified during the investigation, the results of the investigation, and appended copies of all supporting materials.

If you require a paper copy of the report, this must be identified before delivery of the report. After that time, additional paper copies of the report can be provided at a cost of \$100 per copy. Meetings or additional copies of the report are not included in the project costs below but can be provided on request.



The results of this assessment and any material provided by you will be kept confidential and will not be provided to third parties without your prior written authorization.

Schedule

The final report delivery date will be determined at the time the contract is signed, based on staff availability. A typical schedule for report delivery for the stated scope of work is 30 business days after project award and authorization to proceed, assuming that the materials requested below are available. Please note that the Phase I must be completed prior to purchase or occupancy of the Subject Property.

Please note that there is uncertainty about file reviews at government agencies due to COVID-19 restrictions. We will keep you informed of any delays associated with both municipal and state office visits.

- *Potentially delayed FOIA requests that are not critical to the Phase I Environmental Site Assessment (ESA) conclusions will be defined as “data gaps” in the final report.*

Required Materials

In order to initiate the project, we require authorization in the spaces provided at the end of this proposal, or a signed purchase order. We will schedule this project upon receipt of the signed copy of this proposal or the signed purchase order referencing this proposal.

We require a legal description, a list of all parcel numbers or Sidwell numbers, a final site plan and a description of the intended use of the Subject Property.

We require a signed access agreement before we conduct any on-site activities. If the Subject Property is owned by another entity, you will be responsible for obtaining that access agreement. This proposal assumes that the current owner will be cooperative in providing site access.

Fee

Our fee for conducting the services described in this proposal is provided below. This fee is based on the tasks, deliverables, and assumptions described in this proposal, and any changes in the tasks, deliverables, or assumptions may result in additional costs. Except as noted below, the above scope of services will be provided on a fixed-fee basis. Any additional work outside the above scope of services will be performed at our standard fees; however, any additional work will not be performed without your prior authorization.

<u>Service</u>	<u>Fixed Fee</u>
Phase I Site Assessment and Report	\$2,600.00



Please initial all that apply:

Additional Items

I agree to additional FOIA charges greater than \$20, if required to complete the Phase I ESA, and to be charged at actual costs plus 15%.

I will provide a copy of current title work for the property prior to completion of the Phase I ESA Report. I acknowledge that if I do not provide a copy of current title work for the Subject Property prior to completion of the Phase I ESA Report, it could result in a finding that the AAI requirement has not been completed.

Agreed

This proposal is firm for 90 days from the date of this proposal.

Additional site visits required to access all or part of the existing structures or property that was not accessible during the scheduled site inspections will be charged at \$500 per visit.

This proposal is subject to the terms and conditions contained in Attachment A, which is made part of this agreement. The proposal, terms and conditions, and payment requirements specified in the proposal are applicable to the party that the proposal is addressed to. If a different party will be executing the proposal, please contact ASTI to determine if a change in the terms and conditions and payment requirements will be required prior to authorization.

Your acceptance of this proposal indicates that the terms, conditions, and provisions of this proposal are understood, including payment to ASTI upon receipt of the invoice. Unless otherwise provided in writing, your acceptance of this proposal indicates that the billing address is the same as listed in the proposal.



Thank you again for your interest in ASTI. If you have any questions or comments, please do not hesitate to call me at **800.395.ASTI**. We greatly appreciate the opportunity to work with you on this project.

Sincerely yours,

ASTI ENVIRONMENTAL

Dianne C. Martin

Dianne C. Martin
Vice President

Signer below indicates that they are an authorized representative of the Company and by signing indicates that they are engaging the above services for the Company.

Client Authorization
ASTI File DCM090622-2

Signature

Print Name

Print Title

Date _____

For: **Village of Pinckney**

- C Corporation
- S Corporation
- LDHA
- Other:
- PLLC
- LLC
- LP

Federal ID Number: _____

Email: r.foster@villageofpinckney.org

Phone: 734-878-6206/734-564-5096

Attachment A Terms and Conditions

ASTI Environmental shall perform for Village of Pinckney (CLIENT) the services described in the proposal titled *Phase I Environmental Site Assessment, Parcel #4714-23-304-009, 1.6 Vacant Acres; 461 N. Dexter, Pinckney, MI 48169*, and dated September 7, 2022 by CONSULTANT (PROPOSAL) which is made a part of this agreement (ASTI File No. DCM090622-2). Such services shall be performed during the period mutually agreed upon by CLIENT and the CONSULTANT, and as described in the PROPOSAL. "CONSULTANT" means the company or its division, subsidiary, subcontractor, or affiliate performing the work. "CLIENT" means the person or entity ordering the work to be done by CONSULTANT. If CLIENT is ordering the work on behalf of another, CLIENT represents and warrants that CLIENT is the authorized agent of the party for the purpose of ordering and directing the work and in such case the term "CLIENT" also includes the principal for whom the work is being performed.

The services will be performed on behalf of and solely for CLIENT'S exclusive use and not for others. The services performed by CONSULTANT shall be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the consulting profession in the same locale and acting under similar circumstances and conditions. EXCEPT AS SET FORTH HEREIN, CONSULTANT MAKES NO OTHER REPRESENTATION, GUARANTEE, OR WARRANTY, EXPRESSED OR IMPLIED, IN FACT OR BY LAW, WHETHER OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE OR OTHERWISE, CONCERNING ANY OF THE SERVICES WHICH MAY BE FURNISHED BY CONSULTANT TO CLIENT.

Reports, maps, data, or any pertinent information or documents prepared or assembled by CONSULTANT under this Agreement are confidential, and CONSULTANT agrees that they shall not be made available to any individual or organization without prior written approval of CLIENT. CONSULTANT retains the right to destroy all historic project materials according to the time frames established by CONSULTANT in its document destruction policy.

The CLIENT shall grant or obtain a right of entry for CONSULTANT, its agents, staff, consultants, and contractors or subcontractors, for the purpose of performing and with the right to perform all acts, studies, evaluations, pursuant to the agreed services. CONSULTANT personnel will not access those portions of the subject property or adjacent properties where prearranged access has not been granted, or where personnel health and safety issues preclude entry.

CLIENT will provide CONSULTANT all information regarding the subject property that is known to or reasonably ascertainable by CLIENT, which may be necessary for completion of the services to be performed by CONSULTANT. Such information includes all records of any environmental assessment activities undertaken previously at the subject property. If, during the performance of these services, information within the description of the requested information referenced in the attached PROPOSAL becomes available to the CLIENT, the CLIENT shall provide prompt, full and complete disclosure to CONSULTANT of such new information if it could affect CONSULTANT's performance of its services or could pose potentially hazardous conditions or risk to the health or safety of CONSULTANT's employees, agents, and subcontractors.

CONSULTANT COMPENSATION

Unless otherwise indicated in the PROPOSAL, billings will be based on actual accrued time, reimbursables, and expenses incurred and will include additional costs for all applicable sales and use taxes. Unless otherwise indicated in the PROPOSAL, progress billings will be provided to the CLIENT at least monthly. For performance of the services described in the PROPOSAL, CLIENT shall pay to CONSULTANT according to the fees provided for in the PROPOSAL, payable upon receipt of invoice. CONSULTANT reserves the right to increase the unit rates included in this Agreement on the anniversary(s) of the effective date of this agreement. CONSULTANT may, after ten (10) days written notice to CLIENT, suspend performance of services until all past due amounts are paid.

Unless otherwise indicated in the PROPOSAL, the following credit terms will apply to the CLIENT: all



invoices are net 30 days. An additional 1.5% monthly service charge will be applied to all delinquent accounts. In the event CONSULTANT is required to pursue collection of any amount due from CLIENT in connection with the scope of services contained in this letter, then CLIENT agrees to payment of all reasonable costs and attorney fees incurred in such collection efforts. CLIENT agrees Washtenaw County, Michigan will be proper venue for collection action.

TERMINATION

This Agreement may be terminated by either party, with or without cause, by providing ten (10) days prior written notice to the non-terminating party. In the event of termination, CONSULTANT shall be paid all costs and fees for all work authorized and performed as of the effective date of termination, plus any additional charges agreeable to CLIENT, to cover any final work necessary to bring ongoing work to a logical conclusion.

All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between the CLIENT and CONSULTANT shall survive the completion of services and the termination of this Agreement.

SITE ACTIVITIES

CONSULTANT will take reasonable precautions to minimize damage to the site due to the performance of its operations, but it shall be understood by CLIENT that in the normal course of performing these operations some damage may occur. CLIENT accepts the fact this is inherent to our work and will not hold CONSULTANT liable or responsible for any such effect, damage, or alteration. Except as provided in the PROPOSAL, the costs of restoration for any damage resulting from CONSULTANT's operations are not included in the fees for the attached proposal. Upon request, and at CLIENT's sole cost and expense, CONSULTANT will provide additional services to restore the site to conditions reasonably similar to those existing prior to CONSULTANT's operations.

Unless otherwise indicated in the PROPOSAL, all site work is expected to be performed under Level D health and safety conditions. If the work is upgraded to Level C or higher, all pricings will be re-negotiated.

DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIALS OR CONDITIONS

CONSULTANT and the CLIENT agree that the discovery of unanticipated hazardous materials or conditions may make it necessary for CONSULTANT to take immediate measures to protect the health and safety of its employees, agents, or subcontractors. CLIENT agrees to pay the reasonable costs of such protective measures as well as any equipment decontamination or other costs incident to the discovery of unanticipated hazardous materials or conditions. CONSULTANT will notify CLIENT of such discovery as soon as practically possible.

LIMITATION OF LIABILITY

Except for circumstances caused by the willful misconduct or gross negligence of CONSULTANT, any and all liability or claim for damages asserted against CONSULTANT by CLIENT, whether based upon contract, tort, breach of warranty, professional negligence, or otherwise, including claims against CONSULTANT's directors, officers, shareholders, employees, and agents, is limited to 50% of CONSULTANT's available insurance coverage, not to exceed \$1,000,000. CONSULTANT is not responsible for any special, incidental, indirect, or consequential damages (including lost profits) incurred by CLIENT as a result of CONSULTANT's performance or nonperformance of services. Any claim shall be deemed waived unless made by CLIENT in writing and received by CONSULTANT within one (1) year after completion of the services with respect to which the claim is made.

CLIENT shall indemnify CONSULTANT from and against claims associated with or arising out of hazardous substances or other environmental conditions at the subject property, except to the extent of any release of a hazardous substance caused by CONSULTANT at the subject property.

LIMITATIONS OF TESTS AND PROCEDURES

Information obtained from inspections, analysis, and testing of sample materials is considered evidence with respect to the detection, quantification, and identification of pollutants, but any inference or conclusion based thereon is an opinion based upon engineering judgment and shall not be construed as a representation of fact. Groundwater levels and composition may vary due to seasonal and climatological changes and extrinsic conditions and pollutants may or may not be found to exist as a specific time of inspection. CLIENT understands that, due to intervening causes such as natural groundwater flows or human intervention, such sampling and analysis may indicate the presence of contamination. There is a risk that sampling techniques may themselves result in contamination of certain subsurface areas such as when a probe or boring device moves through a contaminated area linking it to an aquifer or other medium not previously contaminated and capable of transporting pollutants. BECAUSE SUCH RISKS ARE UNAVOIDABLE AND BECAUSE THE SAMPLING TECHNIQUES TO BE EMPLOYED ARE A NECESSARY ASPECT OF CONSULTANT'S WORK ON CLIENT'S BEHALF, CLIENT AGREES TO ASSUME THESE RISKS, except those caused by CONSULTANT'S gross negligence or willful misconduct.

FORCE MAJEURE

If CONSULTANT is delayed or prevented from completing its work by reason or acts of God, strikes, lockouts, labor troubles, inability to procure labor or materials, fire, accident, riot, civil commotion, laws or regulations of general applicability, acts of CLIENT, or other cause without its fault and beyond its control (financial inability excepted), completion will be excused for the period of delay and the period of completion will be extended for a period equal to the period of such delay. If CONSULTANT is required to delay any part of its work to accommodate the requests or requirements of CLIENT, regulatory agencies, or third parties or due to any causes beyond the direct reasonable control of CONSULTANT, additional changes shall be assessed with CLIENT's written approval.

COMPLIANCE WITH LAWS

CONSULTANT shall observe and abide by all applicable laws, ordinances, and regulations of federal, state, and local governments, and any subdivision thereof, and the rules and regulations of any lawful regulatory body acting thereunder in connection with the service performed hereunder.

COUNTERPARTS AND ELECTRONIC SIGNATURES

Any agreement between CLIENT and CONSULTANT may be executed in one or more counterparts, each of which will be deemed to be an original copy of the agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. The facsimile, email or other electronically delivered signatures of the parties shall be deemed to constitute original signatures, and facsimile or electronic copies hereof shall be deemed to constitute duplicate originals.

SEVERABILITY

If any of these conditions shall be deemed invalid, void, or for any reason unenforceable, that condition shall be deemed severable and shall not affect the validity and enforceability of any remaining condition.

APPLICABLE LAW AND ARBITRATION

These Terms and Conditions, and any contracts between CLIENT and CONSULTANT, unless otherwise stipulated or agreed to in writing, shall be construed according to and governed by the laws of the State of Michigan, without reference to its conflict of law principles. Any controversy or claim arising out of or relating to these Terms and Conditions or any contract between CLIENT and CONSULTANT, or the breach thereof, shall be settled by arbitration in Livingston County, State of Michigan, in accordance with the Commercial rules of the American Arbitration Association and judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof. The award of the Arbitrator(s) shall be made in writing and shall contain the reasons or grounds for the award. The Arbitrator shall not have the power to award any special, incidental, indirect, or consequential damages (including lost profits) against CONSULTANT.



CLIENT represents that CLIENT possesses all necessary permits and licenses required for the continuation of CONSULTANT's activities at the site.