



AGENDA

REGULAR MEETING OF THE PARCHMENT CITY COMMISSION

December 2, 2019

7 P.M.

Parchment City Commission

Mayor Robert D. Britigan III

Vice-Mayor Thomas Jordan

Commissioner Chester Emmons

Commissioner Richard Bagley

Commissioner Holly Evans

Commissioner Doug Fooy

Commissioner Robert B. Heasley

Officers

City Manager Nancy R. Stoddard

City Attorney Robert Soltis

City Treasurer/Clerk Shannon Stutz

1. Call to Order

2. Pledge of Allegiance

3. Swearing in of New Commissioners

4. Roll Call

A. Election of Mayor and Vice Mayor

5. Approval of Minutes

From the City Commission Regular Meeting Minutes of November 18, 2019

6. Additions/Changes to the Agenda - Approval

7. Citizen Comments – Items ON the Agenda

If you wish to comment regarding items ON the agenda, please follow the format below:

- *Stand at the podium*

- *State your name and address for the record*
- *You are allowed up to 5 minutes for your comments*
- *Please let us know if you require special accommodations by notifying the Clerk*
- *Reminder: You will be making a statement, without discussion from the Commission. You are always welcome to make an appointment with the City Manager to further discuss your comments.*

8. Consent Agenda

Items on the consent agenda will be dealt with one vote by the City Commission unless a Commissioner requests an item be dealt with individually.

Motion to RECEIVE OR APPROVE as indicated:

- Warrant No. 1400 – receive

9. Unfinished Business

- Fire Service Contract with Kalamazoo Township – approve

10. New Business

- 2020 Schedule of City Commission Meetings – approve
- First Amendment to Settlement Agreement (Extension of Pre-Closing Period) with River Reach – approve
- License Agreement for Soil Borings with Tetra Tech and River Reach – approve
- Resolution of Appreciation for Robert B. Heasley

11. Special Presentation in Recognition of Robert B. Heasley

12. Citizen Comments – Items ON or OFF the Agenda

Persons wishing to comment on items that are on/off the agenda are instructed to please follow the same format as Citizen Comments for items on the agenda.

13. Mayor and Commissioner Comments

14. City Manager Comments

15. Adjournment

MINUTES OF THE REGULAR MEETING OF THE PARCHMENT CITY COMMISSION HELD ON MONDAY NOVEMBER 18, 2019.

1. Call to order

Mayor Britigan called the meeting to order at 7:00 p.m.

2. Roll Call.

Present: Mayor Britigan, Vice Mayor Jordan, Commissioners Bagley, Evans, and Fooy. City Manager Stoddard, Deputy Clerk Smith.

Absent: Commissioners Emmons and Heasley. Treasurer/Clerk Stutz, City Attorney Soltis.

Moved by Commissioner Bagley, supported by Vice Mayor Jordan to excuse Commissioner Heasley's absence. **Motion Carried.**

3. Minutes

Moved by Commissioner Bagley, supported by Vice Mayor Jordan to approve the amended Minutes of the November 4, 2019 Regular Meeting.

Motion Carried.

4. Additions or changes to the agenda.

None. Moved by Commissioner Evans, supported by Commissioner Fooy to accept the agenda. **Motion Carried.**

5. Citizen Comments – Items ON the Agenda

None.

6. Consent Agenda

A. Moved by Commissioner Bagley, supported by Commissioner Evans to receive the consent agenda items. **Motion Carried.**

7. Unfinished Business

None.

8. New Business

A. Traffic Speed Control Presentation – Mayor Britigan gave an overview of traffic and speed issues within the City, particularly on Parchmont and Riverview, and noted the purpose of the meeting was to get professional input on the problem. Joanna Johnson, Managing Director of Kalamazoo County Road Commission, emphasized the City must make data driven decisions and find the root cause of the speeding. She stated stop signs legally cannot be used to control speed and can cause more collisions. Speed bumps can be loud and cause road maintenance issues. Mayor Britigan asked if lighted traffic signs could be helpful. Johnson replied these are helpful in the short term but not long term. She advised the Commission could find more data at <http://michigan.gov/tamc>

Ryan Minkus, County Engineer of Kalamazoo County Road Commission, said the key to traffic control is education, enforcement, and engineering. Cities should go down this list in order due to cost and effectiveness. Education can be helpful in reducing speeds though many who travel on City roads are not City residents. Timing stop lights on Riverview to reward cars traveling the speed limit can be helpful. Vice Mayor Jordan asked about methods for collecting speed data. This can be done through plates or tubes on the street. KATS can help with resources for traffic data collection. Mayor Britigan asked if pedestrian barriers similar to the ones currently used by the City of Kalamazoo could be helpful. Minkus stated this can reduce traffic speed but causes a problem in winter.

Brian Ergang, Chief of Police of Kalamazoo Township, said speed enforcement is done to educate and reduce overall speed levels. He states Parchment has a comparatively low crash rate. From their observations using a radar gun and unmarked van, most motorists are traveling the speed limit or close to it. Only a few are speeding excessively. KTPD focuses on Parchmont and Riverview when doing speed enforcement. He stated if they have data about when super speeders are traveling roads, they can focus enforcement more closely.

9. Standing Board and Committee Reports

None.

10. Citizen Comments

Dodi Leckie, Parchment Little League, updated the Commission with progress on the lower baseball field. They have replaced all the dirt and sod and are working on the pitching mound and fencing. They have spent \$42,000 so far and

continue to fundraise for dugouts. Little League is proud to be bringing history back to the City of Parchment. Parchment has been chosen to host the 11-12 year old state baseball tournament next year. Vice Mayor asked about the dates, and Leckie advised this would not interfere with Kindleberger Summer Festival or concerts. Little League has also been approached about possibly being the site of the softball world series in future years.

Mike Conner, 1150 Parchmount, said speeding has been an issue on Parchmount for many years and hopes the Commission will take action to correct it.

Karen Conner-Beck, 1124 Parchmount, expressed concern about safety at the intersection of Orient and Parchmount and wonders if the City could place a stop sign there since it's a school zone.

11. Mayor and Commissioner Comments

Commissioner Bagley stated the City should devise a plan for parking for the state baseball tournament and questioned the possibility of temporarily making Park Street one way to allow angled parking.

Commissioner Evans thanked KCRC and Chief Ergang for their informative presentations. She also thanked the community for turning out to vote for the new Commission.

Commissioner Fooy thanked the community for their votes in the recent election. He stated speeding and distracted driving are problems everywhere and stressed the need to find a solution.

Vice Mayor Jordan thanked the presenters for their information. He would like to see more traffic data before making any final decisions. He thanked citizens in attendance for their comments.

Mayor Britigan congratulated Robin Madaras on her election to the Commission. He thanked Mike Conner for running and for his continued work with the Commission. He advised the Commission there is a public meeting regarding a PFAS class action suit. The State has contracted with three firms for class action suits, and this is not one of them. He cautioned the public to not give out personal information. He also wished everyone a Happy Thanksgiving.

12. City Manager Comments/Reports

Manager Stoddard stated the Bellisle building will begin demolition Tuesday or Wednesday of this week. The sidewalk will be closed during this time, but the street will not be impacted. She invited the public to contact her with questions and concerns as her door is always open.

13. Adjournment

There being no further business to come before the Commission, it was moved by Commissioner Bagley and supported by all to adjourn the meeting at 8:01 p.m. Mayor Britigan adjourned the meeting Sine Die.

Kara Smith
Deputy City Clerk



City of Parchment
Check Register Report
Warrant 1400

Check #	Check Date	Vendor Name	Check Description	Amount
MERCANTILE Checks				
35635	11/25/2019	BIO-CARE, INC.	Fit Testing, Resp Surv, Med Que	1,173.08
35636	11/25/2019	CINTAS	Uniform Rental & Towels	109.01
35637	11/25/2019	FRANCOTYP-POSTALIA, INC.	Rental- postal meter	78.00
35638	11/25/2019	KAL CO HEALTH & COMMUNITY SERV	HHW 3rd Q Collections	312.14
35639	11/25/2019	MI MUNICIPAL TREASURERS ASSOC.	2020 MMTA Membership Dues	75.00
35640	11/25/2019	MICHIGAN ELECTION RESOURCES	Election Supplies	10.50
35641	11/25/2019	MLIVE MEDIA GROUP	Public Hearing-Fire Dept.	84.38
35642	11/25/2019	PREIN & NEWHOF	SAW Grant to 9/25/19	15,602.82
35643	11/25/2019	PUBLIC MEDIA NETWORK	AT&T-July-Sept-2% Franchise Fe	3,265.03
35644	11/25/2019	REPUBLIC SERVICES #249	City Wide Pick-up - November	8,578.05
35645	11/25/2019	SBAM PLAN	Employee & Retiree Ins-Dec	11,723.53
35646	11/25/2019	SERVERSUPPLY.COM INC.	System Board for Server	778.17
35647	11/25/2019	PHIL WOLTHUIS	Reimb-Paid Steve Smith-Welding	200.00

MEMORANDUM

To: Mayor Britigan, Vice-Mayor Jordan, and City Commission

From: Fire Contract Committee – Commissioner Bagley, Michael Conner, and Nancy Stoddard, CM

Date: November 25, 2019

Re: Fire Service Contract with Kalamazoo Township

Motion:

To approve a two year contract for \$66,900.00 per year for Fire Service with the Township of Kalamazoo Fire Department.

Background:

The Fire Contract Committee met multiple times including meetings with our own fire fighters, Chief O'Breiter, and Township Supervisor Don Martin. We were very encouraged to see the interest from our fire fighters for the training and fire call opportunities that they would receive as Kalamazoo Township fire fighters.

With the help of our insurance carrier, Attorney Bob Soltis, and Attorney Roxanne Seeber, additions/corrections were made to the contract to embrace coverage concerns and liability. Having a fire engine in our fire barn will keep our ISO rating to the lowest possible number. We see this contract arrangement as a long term remedy to our fire service needs, but by retaining an engine, it will also allow us to reinstate our own fire department in the event that the Commission decided to return the Fire Department to its original status.

**FIRE CONTRACT
BETWEEN THE CITY OF PARCHMENT AND THE CHARTER TOWNSHIP
OF KALAMAZOO**

This agreement made _____, 2019, by and between the Charter Township of Kalamazoo (Township), and the City of Parchment (City) both in Kalamazoo County, Michigan.

WHEREAS, the Charter Township of Kalamazoo through the Charter Township of Kalamazoo Fire Department provides fire protection, and is possessed of equipment and personnel adequate to serve the fire protection needs of the City of Parchment; and

WHEREAS MCL 41.806 provides that “(i)f a township board, or the township boards of adjoining townships acting jointly, have organized and are maintaining a police or fire department, the board, or boards acting jointly, may also contract with townships, villages, or cities that also maintain a police or fire department or with any other person, organization, or group to provide police or fire apparatus, equipment, or personnel or police or fire protection within the City”; and

WHEREAS it is the desire of the City of Parchment to contract with the Charter Township of Kalamazoo for the provision of fire services and protection within the boundaries of the City of Parchment; and

WHEREAS, the Charter Township of Kalamazoo has the manpower and facilities for the provision of such fire protection to the City of Parchment.

NOW, THEREFORE, it is agreed as follows:

1. The Charter Township of Kalamazoo through the Charter Township of Kalamazoo Fire Department agrees that it will provide fire protection for the people and property within the City of Parchment as established on the map attached hereto as Exhibit A.
2. The Charter Township of Kalamazoo agrees to furnish fire and emergency medical response services equivalent to the fire protection, management and administrative duties related to services ordinarily rendered by fire departments servicing communities of a size comparable to the Charter Township of Kalamazoo and the City of Parchment.
3. The Charter Township of Kalamazoo Fire Department represents that it has the necessary emergency equipment and trained personnel to adequately provide for the response to fire and emergency medical incidents. The City of Parchment vehicles will be used for responses within the City of Parchment and as specified in any Initial or Mutual Aid Agreements currently in place with the City of Parchment.

4. The Township of Kalamazoo shall participate in community support activities within the City of Parchment as requested and scheduled. Sufficient personnel and City of Parchment vehicles and equipment will continue to be used in an effort to provide fire prevention education and to support community events in the City of Parchment.
5. The City of Parchment will maintain ownership of one engine and one emergency medical response vehicle with required equipment at the Parchment Fire Station. The City of Parchment shall be responsible for the insurance, maintenance, testing, certification and operating costs of the Parchment fire station facilities, vehicles and equipment.
6. During the time of this agreement, the Charter Township of Kalamazoo will assume the responsibility of maintaining an adequate staffing level of paid on-call firefighters. All City of Parchment firefighters will be given the opportunity to become Township of Kalamazoo employees and be assigned to a position that is commensurate with their status as a City of Parchment fire department employee and shall become employees of the Charter Township of Kalamazoo. This assignment will include, but is not limited to: personnel management, pay, benefits, general operations, training and issuing of personal protective equipment in accordance with Township of Kalamazoo Fire Department Standard Operating Guidelines.
7. The Charter Township of Kalamazoo shall provide the City of Parchment the services of a Fire Chief. The Township of Kalamazoo Fire Chief will be responsible for the following: administrative duties to include required reporting, fire department training, fire and medical responses and any other duties normally undertaken by the Fire Department's Fire Chief.
8. The Charter Township of Kalamazoo Fire Department shall use its best efforts to respond to all requests for response related to fire and emergency medical incidents.
9. The City and Township shall execute such documents as are necessary to ensure that the Charter Township of Kalamazoo Fire Department is designated by 9-1-1 as the fire services provider for the City.
10. That for and in consideration of fire protection, City of Parchment agrees to provide a total monthly operating payment of five thousand five hundred and seventy-five dollars for each month commencing on the first day of each month for fire protection services for the following month.
11. That the Charter Township of Kalamazoo Fire Department shall maintain such insurance as will adequately protect it from claim(s) under the Worker's Compensation Disability Act and from claim(s) for damages because of bodily injury, including death, or from any other liability for its operation under this contract, whether such operation be by the Kalamazoo Charter Township Fire Department or by anyone directly or indirectly employed by them.

12. City shall provide for the preservation and securing of premises located within its community after the Charter Township of Kalamazoo Fire Department services are rendered and after the Kalamazoo Charter Township Fire Department has left the scene.
13. It is agreed that when any equipment or personnel from the Charter Township of Kalamazoo Fire Department responds to any call for service within the City of Parchment, all of the fire equipment and all of the personnel shall be under the command of the Charter Township of Kalamazoo Fire Department.
14. It is further agreed that the Charter Township of Kalamazoo Fire Department shall not be liable to the City or any residents thereof for damages to persons or property necessarily or accidentally incurred at the scene of or while operating in conjunction with an emergency incident where members of the Charter Township of Kalamazoo Fire Department are engaged in any portion of the work associated with mitigating the incident. In like matter, the City shall not be held liable for damage to the Charter Township of Kalamazoo Fire Department equipment.
15. The Charter Township of Kalamazoo Fire Department will be responsible for securing all insurance information for fires it responds to.
16. Fire investigations in the City of Parchment will be handled by the Kalamazoo County Fire Investigation Response Team. The Township Fire Marshal or his designee will coordinate all activities associated with fire investigations. The Township Fire Marshal shall not be responsible for any facility or building inspections, life safety inspections or pre-fire planning within the City of Parchment.
17. Both parties will meet to review the terms and services provided at the 6, 12 and 18 month mark from the Agreement effective date. Either party may request a meeting to discuss problems or concerns arising from this Agreement.
18. This agreement, upon execution, will become effective on the 1st day of January, 2020 at 12:01 a.m. by and between the Charter Township of Kalamazoo (Township), and the City of Parchment (City) both in Kalamazoo County, Michigan and shall be effective for a period of two years from the date signed.
19. Provision for early termination. Either party may request early termination of this agreement upon 120 days' written notice to the other as follows: The City Manager of Parchment or the Township Manager or Supervisor of Kalamazoo shall, at the direction of the council or board deliver a written notice to his or her counterpart of an intended termination. This contract shall continue as written during the 120 day termination period unless modified by mutual agreement.

IN WITNESS WHEREOF City of Parchment and the Charter Township of Kalamazoo have executed this Agreement by authority of its City Council and Township Board, respectively this _____ day of _____, 2019.

CHARTER TOWNSHIP OF
KALAMAZOO

Dexter A. Mitchell, Manager

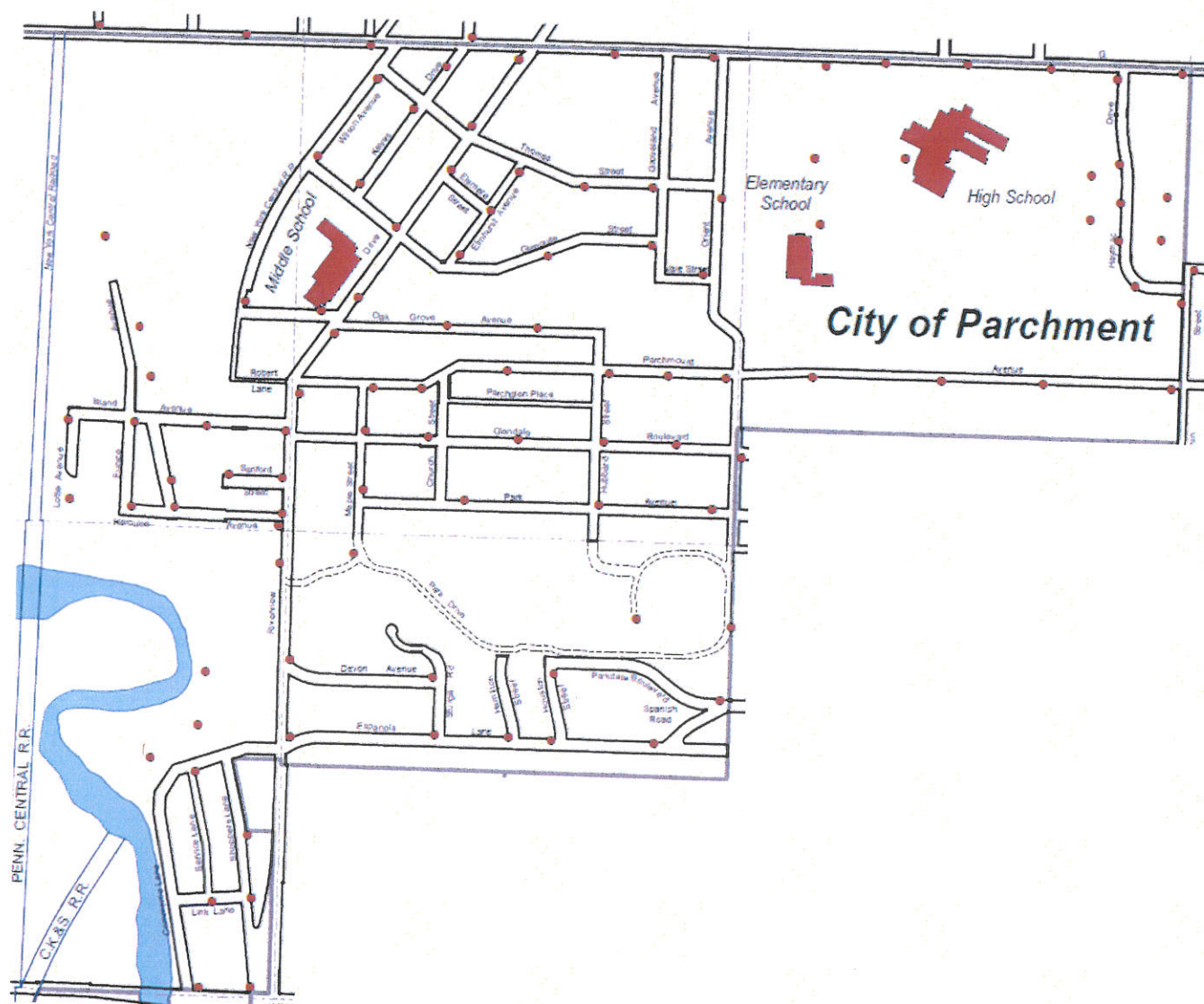
Mark Miller, Clerk

CITY OF PARCHMENT

Nancy R. Stoddard, City Manager

Shannon Stutz, Treasurer/Clerk

Exhibit A for Parchment Fire Service Contract – 11-25-2019



2020 Schedule of Meetings

January 6, 2020	Commission Meeting
January 20, 2020	Commission Meeting
February 3, 2020	Commission Meeting
	Work Session/Goals Objectives
	Following meeting
February 17, 2020	Commission Meeting
March 2, 2020	Commission Meeting
March 16, 2020	Commission Meeting
April 6, 2020	Commission Meeting
	Budget Presentation
April 20, 2020	Commission Meeting
	Work Session after Meeting
May 4, 2020	Commission Meeting
	Public Hearing - Budget
May 18, 2020	Commission Meeting
	Vote on Budget
June 1, 2020	Commission Meeting
June 15, 2020	Commission Meeting
July 20, 2020	Commission Meeting
August 3, 2020	Commission Meeting
August 17, 2020	Commission Meeting
September 8, 2020	Commission Meeting – Tuesday
September 21, 2020	Commission Meeting
October 5, 2020	Commission Meeting
October 19, 2020	Commission Meeting
November 2, 2020	Commission Meeting
November 16, 2020	Commission Meeting
December 7, 2020	Commission Meeting
December 21, 2020	Commission Meeting

**FIRST AMENDMENT
TO SETTLEMENT AGREEMENT**

This First Amendment to Settlement Agreement (the "Amendment"), is effective November __, 2019 (the "Effective Date"), and is entered into between the City of Parchment, Michigan, a Michigan home rule city, with offices at 650 South Riverview Drive, Parchment, Michigan 49004 (the "City"), and River Reach Partners, LLC, a Delaware limited liability company, with offices at 2420 17th Street, 3rd Floor, Denver, Colorado 80202 ("River Reach").

Recitals

A. The City, and River Reach entered into a Settlement Agreement and Release of Claims (the "Settlement Agreement") dated August 5, 2019, relative to the real estate commonly known as the Crown Vantage Paper Mill site, as legally described in the Settlement Agreement (the "Property").

B. The parties now desire to amend and supplement the terms of the Settlement Agreement.

Agreement

NOW THEREFORE, the parties hereby agree as follows:

1. Unless otherwise provided in this Amendment, all capitalized terms shall have the same definitions and meanings as set forth in the Settlement Agreement.

2. The parties agree that all terms of the Settlement Agreement, except as otherwise set forth herein, are incorporated within this Amendment and that such terms are hereby re-affirmed by the parties.

3. The parties agree that Section III(C) of the Settlement Agreement shall be deleted and restated to read in its entirety as follows:

"If all of the Closing Conditions are satisfied, the closing of the purchase and sale of the Property (the "Closing") shall occur on or before December 30, 2019, at a time and on a date reasonably selected by the City (the "Closing Date"), provided that, the City shall have the right to extend Closing for up to an additional forty-five (45) days to allow River Reach to cure title defects. The period prior to the Closing Date as the same may be extended by the City is sometimes hereinafter referred to as the "Pre-Closing Period"."

4. In the event of any conflict between the terms of this Amendment and the Settlement Agreement, the terms of this Amendment shall prevail. Except insofar as reference to the contrary is made in any such instrument, all references to the "Settlement Agreement" in any future correspondence or notice shall be deemed to refer to the Settlement Agreement as modified by this Amendment.

5. This Amendment may be executed in counterparts, each of which shall be deemed to be an original instrument, but all such counterparts together shall constitute one and the same

instrument. The parties may execute this Amendment by delivery of signature by facsimile or electronic transmittal, which shall be deemed binding on the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the day and year set forth above.

CITY OF PARCHMENT

Dated: November ___, 2019

By: _____
Nancy R. Stoddard
Its: City Manager

RIVER REACH PARTNERS, LLC
a Delaware limited liability company

Dated: November ___, 2019

By: _____
Nicole Christ
Its: President

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**LICENSE AGREEMENT TO TAKE BORING SAMPLES AND INSTALL MONITORING
WELLS ON PARCHMENT PROPERTY**

This License Agreement to Take Boring Samples and Install Monitoring Wells on Parchment Property ("Agreement") is made as of the latest date of signature set forth on the signature page, by and among the City of Parchment ("City"), a Home Rule City, whose address is 650 South Riverview Drive, Parchment, MI 49004; River Reach Partners, LLC, whose address is 5555 DTC Parkway, Suite A3000, Greenwood Village, CO 80111 "RR" and Tetra Tech, Inc. ("Tetra Tech"), whose address is 710 Avis Drive, Suite 100, Ann Arbor, MI 48108, is as follows:

RECITALS

WHEREAS, there is a potential for PFAS and other environmental impacts associated with the former Crown Vantage wastewater treatment settling basins and Mill 2 areas; and

WHEREAS, Georgia-Pacific, Inc. ("GP"), has received concurrence by the Michigan Department of Environment, Great Lakes, and Energy (EGLE) to complete the former Crown Vantage facilities investigation (Investigation) as outlined in the *Site Investigation Work Plan, Former Crown Vantage Facilities, Parchment, Michigan* (Work Plan) to complete soil borings and to collect soil, surface water, and groundwater samples for the purpose of evaluating the nature and extent of potential surface and subsurface environmental impacts at the former Crown Vantage facilities; and

WHEREAS, GP has hired Tetra Tech to complete soil borings and to collect soil, surface water, and groundwater samples for the purpose of evaluating the nature and extent of potential surface and subsurface environmental impacts at the former Crown Vantage facilities; and

WHEREAS, Tetra Tech wishes to obtain permission from the City and RR to complete soil borings and to collect soil, surface water, and groundwater samples on certain real property owned by RR that is covered by a Purchase Agreement between RR, as seller, and the City, as buyer ("RR Property"); and

WHEREAS, the City and RR are willing to permit Tetra Tech to complete soil borings and to collect soil, surface water, and groundwater samples on RR property subject to the terms and conditions set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants of this Agreement and the Agreement itself, IT IS HEREBY AGREED, for good and valuable consideration, the receipt of which is acknowledged:

1. License. The City and RR each grants to Tetra Tech, its employees, subcontractors and representatives a license (the "License Rights") to complete soil borings and to collect soil, surface water, and groundwater samples on the RR Property, at the locations set forth on the map attached hereto and incorporated as Exhibit A, and as described in the document attached hereto and incorporated as Exhibit B ("Approved Work"). No other person is authorized to have access to the RR Property or exercise Tetra Tech's License Rights on its behalf, including GP. Tetra Tech shall not acquire any rights to ownership or occupancy of the RR Property and shall

not record this Agreement or any memorandum or similar document noting the existence of this Agreement with the Kalamazoo County Register of Deeds or similar office of public records. The costs of completing soil borings, taking soil, surface water, and groundwater samples, removal and appropriate disposal of all waste generated, and all other expenses associated with the Approved Work performed on the RR Property, shall be borne solely by Tetra Tech and without cost whatsoever to the City or RR.

2. Notice and Rights. Tetra Tech will give the City reasonable notice (at least 24 hours) of any planned activities on the RR Property. The City and RR, and each of their respective environmental consultants and subcontractors, will be allowed to accompany Tetra Tech during Tetra Tech's access to the RR Property and will be allowed to split samples with Tetra Tech.

3. Permits. Tetra Tech hereby represents, warrants and covenants to and with the City and RR that Tetra Tech has obtained or will obtain all proper licenses, permits and approvals to conduct the Approved Work.

4. Non-interference; Restoration of Property. Tetra Tech shall exercise its rights of access to the RR Property and shall conduct the Approved Work without unreasonably interfering with the operations or activities of the City or RR. If the City or RR's buildings, fences, landscaping, pavement or other property or structures at the RR Property are damaged by Tetra Tech or its agents, Tetra Tech shall promptly repair such damage and restore the RR Property to substantially the same condition as it was in before the damage.

5. Compliance with Work Plan and Industry Standards. All work performed including, but not limited to, soil borings, soil samples, surface water samples, and groundwater samples shall be completed according to the Work Plan. Tetra Tech agrees that the Approved Work performed by it at the RR Property shall be conducted in accordance with all requirements of law and in a manner consistent with the professional level of care and skill exercised by environmental engineers pursuant to the industry practices under similar circumstances. Tetra Tech shall protect the RR Property and keep the title free and clear of and from any and all mechanics', laborers', materialmen's, and other liens, claims, clouds, and encumbrances in any manner arising from or growing out of any use or occupancy of the RR Property.

6. Storage, Removal and Disposal of Groundwater Samples. Groundwater taken from monitoring wells set forth in Exhibit A shall be caught and containerized. Containerized groundwater shall be promptly removed from the site and disposed at an authorized waste facility.

7. Storage, Removal and Disposal of Soil Samples. Soil samples collected from the boring locations shown in Exhibit A shall be containerized. Soil samples shall be promptly removed from the site and disposed at an authorized waste facility.

8. Storage of Equipment Onsite. The City and RR grant Tetra Tech permission to stage and store equipment associated with the Investigation on the RR Property in the event that a soil boring cannot be completed by the end of a work day. Equipment which may be kept at the soil boring location overnight may include, drill rigs, support trucks and trailers, and well construction materials. Tetra Tech and its subcontractors will assume liability for any damage or theft of equipment.

9. Assumption of Risk; Waiver and Release. Tetra Tech acknowledges and agrees that the RR Property likely contains many abandoned and dilapidated buildings and other structures as well as chemicals, environmental conditions and below grade hazards that may be dangerous to persons entering the RR Property and may require special expertise and experience to identify and manage ("Hazardous Conditions"). Tetra Tech further acknowledges and agrees that the City has not been in possession of the RR Property for over ten (10) years, and, therefore, has no knowledge of Hazardous Conditions and is unable to advise Tetra Tech regarding the same. Tetra Tech acknowledges and agrees that the City is not making any representation or warranty with respect to the condition of the RR Property or the existence or non-existence of any Hazardous Conditions, and Tetra Tech will exercise its License Rights and enter the RR Property at its own risk. Tetra Tech will only utilize personnel who are trained and experienced with the identification and management of Hazardous Conditions when accessing the RR Property and executing the Approved Work. Tetra Tech, on behalf of itself and all of its directors, shareholders, employees and agents hereby releases, acquits, waives and forever discharges the City, the City Commission, and all City officials, employees, agents or representatives ("Released Parties") of and from any and all actions, causes of action, claims or damages, costs, losses, expenses, compensation, consequential damage or any other liability whatsoever that any of the Released Parties now has or could have with respect to any thing or matter, including without limitation, any Hazardous Condition or other condition at the RR Property, whether concealed or visible, latent or patent.

10. Testing Results. Tetra Tech shall promptly share with the City and RR test results for all soil, surface water, and groundwater samples taken from the site (at no cost to the City or RR). The City and RR will be allowed to receive copies of Tetra Tech's survey data, field notes, test results and similar information gathered on, or related to, the RR Property and its geologic, hydrogeologic, topographical, environmental or similar features. Tetra Tech will provide the City and RR with copies of all such information at no charge to the City or RR upon request of the City or RR. Tetra Tech agrees to provide the City with copies of any written reports related to the RR Property at least three business days prior to such report being filed with, or otherwise provided to, EGLE or any other regulatory agency or authority.

11. Term. This Agreement shall remain in full force and effect until September 30, 2020, except that the City shall have the sole and absolute right in its discretion to terminate this Agreement at any time for any reason or no reason upon notice to Tetra Tech. Following expiration or termination of this Agreement, Tetra Tech shall promptly (but in any event within 30 days following expiration or termination) remove all of its property from the RR Property, return any keys or similar items to the City, repair any damage to the RR Property caused by Tetra Tech or its agents, and, if so requested by the City, properly abandon any wells that it may have installed at the RR Property ("Proper Abandonment"). Following Proper Abandonment, the parties shall have no further obligation to each other except for indemnification and confidentiality as set forth in paragraphs 14 and 15 of this Agreement.

12. Insurance. Tetra Tech shall maintain liability insurance at all times in an amount satisfactory to the City and RR during the term of this Agreement. The City and RR shall be an additional named insured on Tetra Tech's liability insurance, and Tetra Tech shall deliver certificates reflecting such coverage promptly following execution of this Agreement.

13. Non-Employees of City and RR. Employees and representatives of Tetra Tech are not employees of the City or RR nor independent contractors of the City or RR and shall not represent themselves as employees, agents or representatives of the City or RR.

14. Indemnity. Tetra Tech agrees to indemnify and hold harmless the City and RR, the City Commission and all City officials, employees, agents and/or representatives from any and all claims, lawsuits, demands and actions, including costs of litigation and actual attorney's fees, of any kind or nature, by reason of Tetra Tech's use or maintenance of the premises completing soil borings, collecting soil, surface water, groundwater samples, or disposal of groundwater or soil samples, including where an allegation of joint liability is made or found.

15. Confidentiality. Tetra Tech shall keep confidential the results of all Approved Work performed at the RR Property. It is understood, however, that the results of the Investigation will be filed with EGLE (but only after being previously delivered to the City and RR pursuant to the terms of paragraph 10 of this Agreement), and provided further that all parties will be allowed to make any disclosures required by legal process or other requirement of law. In addition, Tetra Tech agrees that it shall only use the information and data collected pursuant to the Approved Work in connection with the preparation and filing of reports related to the Investigation and not for any other purpose.

16. Revocation. In the event of any breach by Tetra Tech of this Agreement or any Federal, State, County or local law or regulation, the City or RR may terminate this Agreement upon notice to Tetra Tech.

17. Renewal. This Agreement may be renewed on such terms and conditions as are agreed upon by the parties. Tetra Tech shall give the City and RR notice 30 days before the end of this Agreement of its intent to renew.

18. No Assignment. Tetra Tech understands that this Agreement may not be assigned, transferred or otherwise conveyed to any party without the prior written consent of the Parchment City Commission and RR.

19. Notices. All notices, requests, demands or other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been given if delivered personally, or if sent by facsimile transmission or by first-class mail, postage prepaid, to the address of the parties as set forth below, or such other address as shall be furnished by the respective parties after the execution of this contract:

CITY: City Clerk
City of Parchment
650 South Riverview Drive
Parchment, MI 49004

RIVER REACH: River Reach Partners, LLC
5555 DTC Parkway, Suite A3000
Greenwood Village, CO 80111

TETRA TECH: Tetra Tech, Inc.

710 Avis Drive, Suite 100
Ann Arbor, MI 48108

20. Non-Modification. This Agreement may not be modified except in writing signed by all parties. Any purported oral modification by practice shall be deemed null, void and of no force and effect.

21. Severability. Should any term, provision, clause, or part of this contract be held void, illegal or unenforceable by a court of competent jurisdiction, such holding shall only affect that term, provision, clause or part held void, illegal or unenforceable and shall not affect in any way the validity or enforceability of any term, provision, clause or part of this contract.

22. Integration Clause. This contract contains the entire agreement and understanding of the parties in respect to the subject matter of this contract shall be deemed fully integrated.

23. 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.

24. Effective Date. This contract shall take force and effect on the latest date of signature below.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized agents.

CITY OF PARCHMENT

Date

By: Robert D. Britigan
Its: Mayor

CITY OF PARCHMENT

Date

By: Shannon Stutz
Its: Clerk

RIVER REACH PARTNERS, LLC

Date

By:
Its:

TETRA TECH, INC.

Date

By: Lesa Sweet Richardson
Its: Operations Manager, Ann Arbor, MI

ACKNOWLEDGEMENT AND AGREEMENT BY GEORGIA-PACIFIC, INC.

Georgia-Pacific, Inc. ("GP") acknowledges that the parties have entered into this License Agreement to Take Boring Samples and Install Monitoring Wells on Parchment Property and further acknowledges and agrees that the City would not have entered into the Agreement without the promises and inducements of GP as set forth below (all of which shall survive expiration or termination of this Agreement):

- a. Responsibility for Tetra Tech. GP agrees that it will be responsible for any breach of the Agreement by Tetra Tech, and hereby further agrees to indemnify and hold the City harmless from and against any losses, damages, costs or similar adverse consequences related to any such breach by Tetra Tech.
- b. Confidentiality. GP shall keep confidential the results of all Approved Work performed at the RR Property and shall only use the information and data collected pursuant to the Approved Work in connection with the preparation and filing of reports related to the Investigation and not for any other purpose.

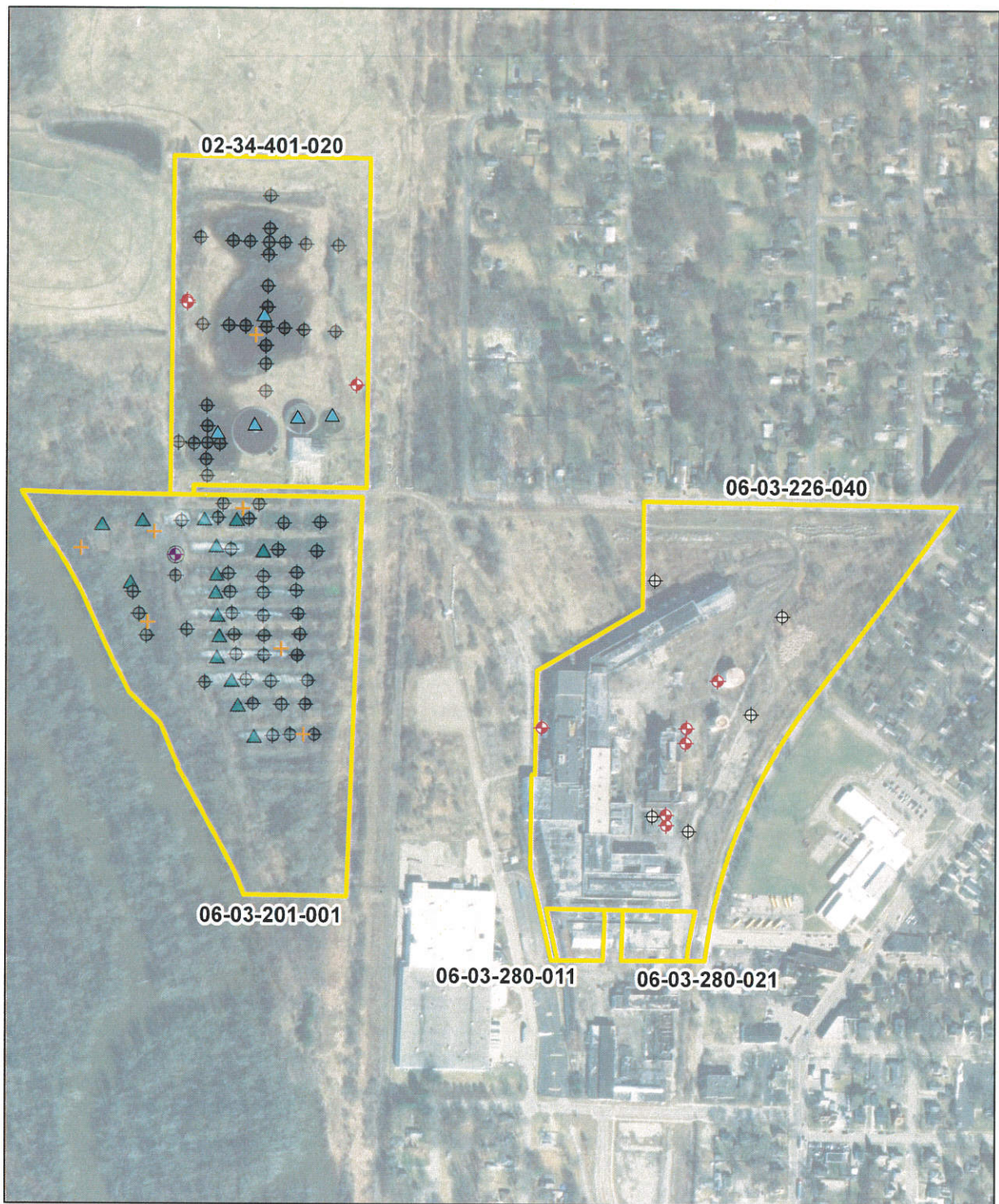
IN WITNESS WHEREOF, GP has executed this Acknowledgement and Agreement by its duly authorized agent.

GEORGIA-PACIFIC, INC.

Date







By:
Its:

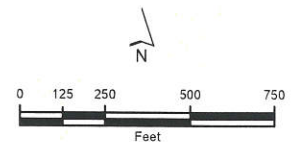
\\TTS008F51\Projects-ECA\Projects\Georgia-Pacific\Parchment_Mill\Investigation\Access\Exhibits for Site access\Exhibit 1A - AOI 2 (East) Proposed Investigation.mxd



Base Map Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

Sample Matrix and Analysis

-  Nested Monitoring Wells - Groundwater for PFAS
 -  Residuals (if present) and Soil for PFAS
 -  Surface Water for PFAS
 -  Staff Gauge
 -  Previously Installed (by others) Monitoring Well - Groundwater for PFAS
-  Area of Interest (AOI)



Abbreviations:

PFAS = Per- and polyfluoroalkyl substances



ORIGINAL BY: MC
DATE: 1/17/2019
REVISED BY: LSR
DATE: 7/31/2019

SITE INVESTIGATION WORK PLAN
FORMER CROWN VANTAGE FACILITIES
PARCHMENT, MICHIGAN
AOI2 - MILL 2 AND AOI4 - WASTEWATER TREATMENT FACILITIES
SAMPLE LOCATION MAP

EXHIBIT
A

EXHIBIT B

The objective of the investigation is to characterize the nature and extent of potential surface and subsurface impacts at the former wastewater treatment and Mill 2 properties. Specific objectives are as follows:

- Determine if wastewater residuals are present in former wastewater settling basin areas;
- Determine PFAS concentrations in surface water, waste residuals and underlying soil to evaluate volumes of PFAS source material that may be present; and
- Characterize waste residuals to evaluate waste disposal options and requirements.

The proposed investigation at the former wastewater settling pond property (06-03-201-001) and Mill 2 (06-03-226-040) will consist of the following tasks:

- Completion of site reconnaissance for the purpose of hazard identification, subcontractor bid walks, sample location staking, utility clearances, well inspections, water level measurements and survey activities;
- Clear vegetation as needed to access proposed sample locations;
- Sampling and water level gauging at existing monitoring wells;
- Advancement of four soil borings to collect samples of soil;
- Installation of one set of groundwater monitoring well nested pair to evaluate the groundwater quality in unconfined and semi-confined aquifers;
- Advancement of thirty-eight soil borings, in a transect of each former lagoon area, to evaluate the thickness of waste residuals (if present) and to collect samples of waste residuals and underlying soil;
- Collection of fifteen surface water samples to evaluate surface water quality;
- Installation of stream flow monitoring structures/equipment in select locations;
- Completion of a thermal imaging survey using a drone and/or hand-held equipment to assess groundwater and surface water interaction and gain an overall understanding of surface and near-surface water flow across the site;
- Installation of seven staff gauges to evaluate surface water elevations as they relate to groundwater elevations; and
- Completion of a visual reconnaissance of areas between the Kalamazoo River and wastewater settling basin areas to determine if any residual waste material is present. This reconnaissance will consist of the collection of up to twenty residual wastewater residual samples (if present).

Proposed investigation locations are subject to change based on site conditions. Tetra Tech will provide notice of any such changes to the City and will not proceed with any such change unless and until

approved by the City. Site conditions that influence the implementation of the work include, but are not limited to, overhead and underground utilities, unlevel terrain, standing water, and vegetative cover.