

OWOSSO

Brownfield Redevelopment Authority



Regular Meeting
8:30 a.m., October 12, 2015
Owosso City Council Chambers
Owosso City Hall



MEMORANDUM

301 W. MAIN ▪ OWOSSO, MICHIGAN 48867-2958 ▪ WWW.CI.OWOSSO.MI.US

DATE: October 5, 2015

TO: Owosso Brownfield Redevelopment Authority Board

FROM: Susan Montenegro

RE: BRA Meeting of October 12, 2015

Please see the enclosed packet for the Owosso Brownfield Redevelopment Authority (BRA) meeting of Monday, October 12, 2015. This meeting will be at **8:30am** in the city council chambers of city hall, 301 W. Main St., Owosso, MI.

The authority is meeting to hold a public hearing and deliberate on Qdoba/Owosso Cleaners Brownfield plan, #16. The applicant is seeking to capture local and state school taxes (MEGA). Notice has been distributed to all local taxing jurisdictions.

The BRA is also to hold its annual meeting which includes the selection of officers. Currently, David Vaughn sits as the Chairperson, John Horvath as Vice-Chairperson and General Grant as the Secretary/Treasurer. Normally, the bylaws call for the establishment of a nomination committee, but I expect we can move forward with nomination as taken on the floor. Even though we haven't met since November of last year we still need to have the formal process of officer selection completed.

The site developer and/or his representative will be available to further explain the project. That is all for now. **Contact me if you have any questions, comments, or other information for the BRA.**

Meeting Agenda
Brownfield Redevelopment Authority
Monday, October 12, 2015, 8:30 a.m.
Owosso City Council Chambers, 301 W Main Street
Owosso, MI

Call to order and roll call:

Review and approval of agenda: October 12, 2015

Review and approval of minutes: November 19, 2014

Communications:

- 1) Resolutions (Reference)
- 2) Staff memorandum (Reference)
- 3) Regular meeting minutes of November 19, 2014 (Resolution)
- 4) Brownfield notices
- 5) Brownfield Plan #16
- 6) Reimbursement agreement for plan #16
- 7) MDEQ Grant and Loan Application

Public Comments:

Public Hearings: 910 E. Main Street

Items of Business:

- 1) 910 E. Main Street – Brownfield Plan Approval
- 2) Election of Officers

Public Comments:

Board Comments:

Adjournment:

[The City of Owosso will provide necessary reasonable auxiliary aids and services, such as signers for the hearing impaired and audio tapes of printed materials being considered at the meeting, to individuals with disabilities at the meeting/hearing upon 72 hours notice to the City of Owosso. Individuals with disabilities requiring auxiliary aids on services should contact the City of Owosso by writing or calling Amy Kirkland, City Clerk, 301 W. Main St, Owosso, MI 48867 (989) 725-0500 or on the Internet. The City of Owosso Website address is www.ci.owosso.mi.us.]

Affirmative Resolutions
Brownfield Redevelopment Authority
Monday, October 12, 2015, 8:30 a.m.
Owosso City Council Chambers, 301 W Main Street
Owosso, MI

Resolution 151012-01

Motion: _____
Support: _____

The Owosso Brownfield Redevelopment Authority hereby approves the agenda of October 12, 2015 as presented.

Ayes: _____
Nays: _____

Approved:____ Denied:____

Resolution 151012-02

Motion: _____
Support: _____

The Owosso Brownfield Redevelopment Authority hereby approves the minutes of November 19, 2014 as presented.

Ayes: _____
Nays: _____

Approved:____ Denied:____

Resolution 151012-03

Motion: _____
Support: _____

WHEREAS, the Brownfield Redevelopment Authority (the "Authority") of the City of Owosso, pursuant to and in accordance with the provisions of the Brownfield Redevelopment Financing Act, being Act 381 of the Public Acts of the State of Michigan of 1996, as amended (the "Act"), has prepared and recommended for approval by the Authority a Brownfield Plan entitled District #16, "910 E. Main Street" (the "Plan"), pursuant to and in accordance with Section 13 of the Act; and

WHEREAS, the Authority has, at least ten (10) days but not more than forty (40) days before the meeting of the Authority at which this resolution has been considered, provided notice to and fully informed all taxing jurisdictions which are affected by the Financing Plan (the "Taxing Jurisdictions") about the fiscal and economic implications of the proposed Financing Plan, and the Authority has previously provided to the Taxing Jurisdictions a reasonable opportunity to express their views and recommendations regarding the Financing Plan and in accordance with Sections 13 (10) and 14 (1) of the Act; and

WHEREAS, the Authority has made the following determinations and findings:

- A. The Plan constitutes a public purpose under the Act;
- B. The Plan meets all of the requirements for a Brownfield Plan set forth in Section 13 of the Act;
- C. The proposed method of financing the costs of the eligible activities, as described in the Plan is feasible and the Authority has the ability to arrange the financing;
- D. The costs of the eligible activities proposed in the Plan are reasonable and necessary to carry out the purposes of the Act;
- E. The amount of captured taxable value estimated to result from the adoption of the Plan is reasonable; and
- F. The square footage of the proposed building is 6,291 square feet.
- G. Line item cost details are eligible expenses that serve a public good.
- H. Local redevelopment area details are accurate.

WHEREAS, as a result of its review of the Plan and upon consideration of their views and recommendations of the Taxing Jurisdictions, the Authority desires to proceed with approval of the Plan and to forward the Plan to the City Council of the City of Owosso for adoption.

NOW THEREFORE, BE IT RESOLVED THAT:

1. **Plan Approved.** Pursuant to the authority vested in the Authority by the Act, and pursuant to and in accordance with the provisions of Section 14 of the Act, the Plan is hereby approved in the form considered by the Authority on October 12, 2015, and maintained on file in the office of the City Clerk.
2. **Severability.** Should any section, clause or phrase of this Resolution be declared by the Courts to be invalid, the same shall not affect the validity of this Resolution as a whole nor any part thereof other than the part so declared to be invalid.
3. **Repeals.** All resolutions or parts of resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

Resolution 151012-04

Motion: _____

Support: _____

The Owosso Brownfield Redevelopment Authority hereby elects its new slate of officers for the 2015/2016 Fiscal Year.

Chairperson _____

Vice-Chairperson _____

Secretary/Treasurer _____

Ayes: _____

Nays: _____

Approved:____

Denied:____

Resolution 151012-05

Motion:_____

Support:_____

The Owosso Brownfield Redevelopment Authority hereby adjourns the October 12, 2015 meeting, effective at _____am.

Ayes:_____

Nays:_____

Approved:____

Denied:____

MINUTES
OWOSSO BROWNFIELD REDEVELOPMENT AUTHORITY
MEETING OF NOVEMBER 07, 2013

Meeting was called to order at 8:38 a.m. by Secretary/Treasurer David Vaughn in the absence of chairperson and vice-chairperson.

Roll Call:

Members Present: Loreen Bailey (left at 8:58 am), General Grant, Mark Erickson, Larry Cook, John Horvath, Secretary/Treasurer David Vaughn, Richard Williams.

Members Absent: Mike Bazelides, Chairman Tom Cook, Richard Williams

Others Present: Adam Zettel, Assistant City Manager and Director of Community Development; JP Buckingham, Tri Terra; Ryan J. Kincaid, Kincaid Henry Building Group, Inc.; Tom Kurtz, Vice President of Chamber of Commerce; Justin Horvath, Shiawassee Economic Development Partnership.

AGENDA:

It was moved by Authority Member Larry Cook and supported by Authority Member Erickson to approve the agenda for November 7, 2013 as presented with the addition of the election of Chairperson and Vice-Chairperson.

Yeas all. Motion passed.

MINUTES:

It was moved by Authority Member Erickson and supported by Authority Member Bailey to approve the minutes of the meeting from August 29, 2013.

Yeas all. Motion passed.

COMMUNICATIONS:

- 1) Resolutions
- 2) Staff memorandum
- 3) Regular meeting minutes of August 29, 2013
- 4) Brownfield notices
- 5) Brownfield Plan # 15
- 6) Draft agreements for plan # 15

PUBLIC COMMENTS: None

PUBLIC HEARING: Owosso Brownfield Redevelopment District # 15,
Armory Building, 201 & 215 N. Water St.

Mr. Adam Zettel, Assistant City Manager and Director of Community Development, stated this is a development that has been discussed for many years. The armory building is about 100 years old. It has long been talked about moving or demolishing the Chamber of Commerce building in front of the armory. It now appears we have the possibility to do that. The request today is to assist in an environmental remediation for about \$495,000 over 18 years. Mr. Zettel recommends the Authority approve this project.

Mr. JP Buckingham, Tri Terra, previously worked on the Lansing armory and said that the soil around the Owosso armory has glass and other items that will need to be removed. The armory has asbestos in the plaster and floor tiles which adds to the cost of remediation. There will need to be a new access door and the utilities will need to be moved.

Ryan Kincaid, Kincaid Henry Building Group, Inc., added that he worked on the Marshall Street Armory and won a governor's award for the work done there. The Owosso armory façade has been maintained in great shape. When the chamber building is removed this will create a plaza space. This will have some seating. There are plans for a deck on the back space for building users. They have looked at other armories around the state. This is a hidden gem right on the river. Structurally the building is sound. We need to tackle the lead and asbestos abatement. The lower level will be used for offices, a kitchen, maybe a farmers market. The main level was which was used for troops and stage acts will be used for shared offices; the stage area for shared conference area. The upper balcony level will have extended glassed-in areas. The building will be decorated with military arts and colors.

8:57 am Authority Member Bailey left the meeting.

Mr. Justin Horvath, Shiawassee Economic Development Partnership, has had potential tenants approach him who are really excited about the spaces. Some don't have business spaces yet; some what to expand from current spaces. This will be offering entrepreneurial and incubator business opportunities. The chamber is taking the lead in this aspect.

Secretary/Treasurer Vaughn stated you are leaving out a big segment – the senior citizens – you have 12 steps to the first floor.

Mr. Kincaid said we can't mess up the front, but the overhead doors on the south side – we can take the grade down and that becomes a store front. That will have access to the elevator.

Mr. Tom Kurtz, Vice-Chairperson of the Chamber of Commerce, stated he will be chairperson of the Chamber during this construction and this project makes sense. The rent rates will be competitive with other buildings in the area.

Motion by Authority Member Grant, Supported by Authority Member Erickson:

WHEREAS, the Brownfield Redevelopment Authority (the "Authority") of the City of Owosso, pursuant to and in accordance with the provisions of the Brownfield Redevelopment Financing Act, being Act 381 of the Public Acts of the State of Michigan of 1996, as amended (the "Act"), has prepared and recommended for approval by the Authority a Brownfield Plan entitled District #15, "201 N. Water Street" (the "Plan"), pursuant to and in accordance with Section 13 of the Act; and

WHEREAS, the Authority has, at least ten (10) days but not more than forty (40) days before the meeting of the Authority at which this resolution has been considered, provided notice to and fully informed all taxing jurisdictions which are affected by the Financing Plan (the "Taxing Jurisdictions") about the fiscal and economic implications of the proposed Financing Plan, and the Authority has previously provided to the Taxing Jurisdictions a reasonable opportunity to express their views and recommendations regarding the Financing Plan and in accordance with Sections 13 (10) and 15 (1) of the Act; and

WHEREAS, the Authority has made the following determinations and findings:

- A. The Plan constitutes a public purpose under the Act;**

- B. The Plan meets all of the requirements for a Brownfield Plan set forth in Section 13 of the Act;**
- C. The proposed method of financing the costs of the eligible activities, as described in the Plan is feasible and the Authority has the ability to arrange the financing;**
- D. The costs of the eligible activities proposed in the Plan are reasonable and necessary to carry out the purposes of the Act;**
- E. The amount of captured taxable value estimated to result from the adoption of the Plan is reasonable; and**
- F. The square footage of the building is 30,000 square feet**
- G. Line item cost details are eligible expenses that serve a public good.**
- H. Local redevelopment area details are accurate.**

WHEREAS, as a result of its review of the Plan and upon consideration of their views and recommendations of the Taxing Jurisdictions, the Authority desires to proceed with approval of the Plan and to forward the Plan to the City Council of the City of Owosso for adoption.

NOW THEREFORE, BE IT RESOLVED THAT:

- 1. Plan Approved. Pursuant to the authority vested in the Authority by the Act, and pursuant to and in accordance with the provisions of Section 15 of the Act, the Plan is hereby approved in the form considered by the Authority on November 7, 2013, and maintained on file in the office of the City Clerk.**
- 2. Severability. Should any section, clause or phrase of this Resolution be declared by the Courts to be invalid, the same shall not affect the validity of this Resolution as a whole nor any part thereof other than the part so declared to be invalid.**
- 3. Repeals. All resolutions or parts of resolutions in conflict with any of the provisions of this Resolution are hereby repealed.**

Yeas all.

ITEMS OF BUSINESS:

- 1) Election of Officers

Mr. Vaughn resigned as Secretary/Treasurer.

Nominated were David Vaughn for Chairperson; John Horvath for Vice-Chairperson; General Grant for Secretary/Treasurer to serve through to the July 2014 annual meeting. Yeas all. Motions passed.

ADJOURNMENT:

Motion by Board Member Grant, supported by Board Member Erickson to adjourn the meeting at 9:18 a.m.

General Grant, Secretary/Treasurer

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1.1Á Proposed Redevelopment and Future Use 1Á

1.2Á Eligible Property Information 1Á

1.3Á Historical & Previous Use and Ownership of Each Eligible Property 2Á

1.4Á Current Use of Each Eligible Property 2Á

1.5Á Summary of Liability 2Á

1.6Á Summary of Environmental Study Documents 3Á

1.7Á Summary of Environmental/Brownfield Conditions 4Á

1.8Á Summary of Functionally Obsolete Blighted and/or Historic Conditions 4Á

1.9Á Summary of Historic Qualities 5Á

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2.1Á DEQ Eligible Activities 5Á

2.1.1Á Additional Response Activities 9Á

2.1.2Á Develop/Prepare Combined Brownfield Plan 10Á

2.2Á MSF Eligible Activities 10Á

2.3Á Local Only Eligible Activities 10Á

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3.1Á Estimate of Captured Taxable Value and Tax Increment Revenues 10Á

3.2Á Method of Financing and Description of Advances Made by the Municipality 10Á

3.3Á Maximum Amount of Note or Bonded Indebtedness 11Á

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Combined Brownfield Plan for the Proposed Owosso Qdoba and Retail
Located at 830, 832, 834 and 910 Main Street, Owosso, Michigan
PM Environmental, Inc. Project No. 01-5363-0-004, August 13, 2015

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 ā`^` [|ā` @`ā`Á`^Á`^Á`^| [] ^|Á`|Á`c@Á`&| } •d` &c` } Á`-Á`c@Á`^` , Á`^ca`|ae`ae`Á`Á` •cā` ae`ā`Á` •c`|` Á`
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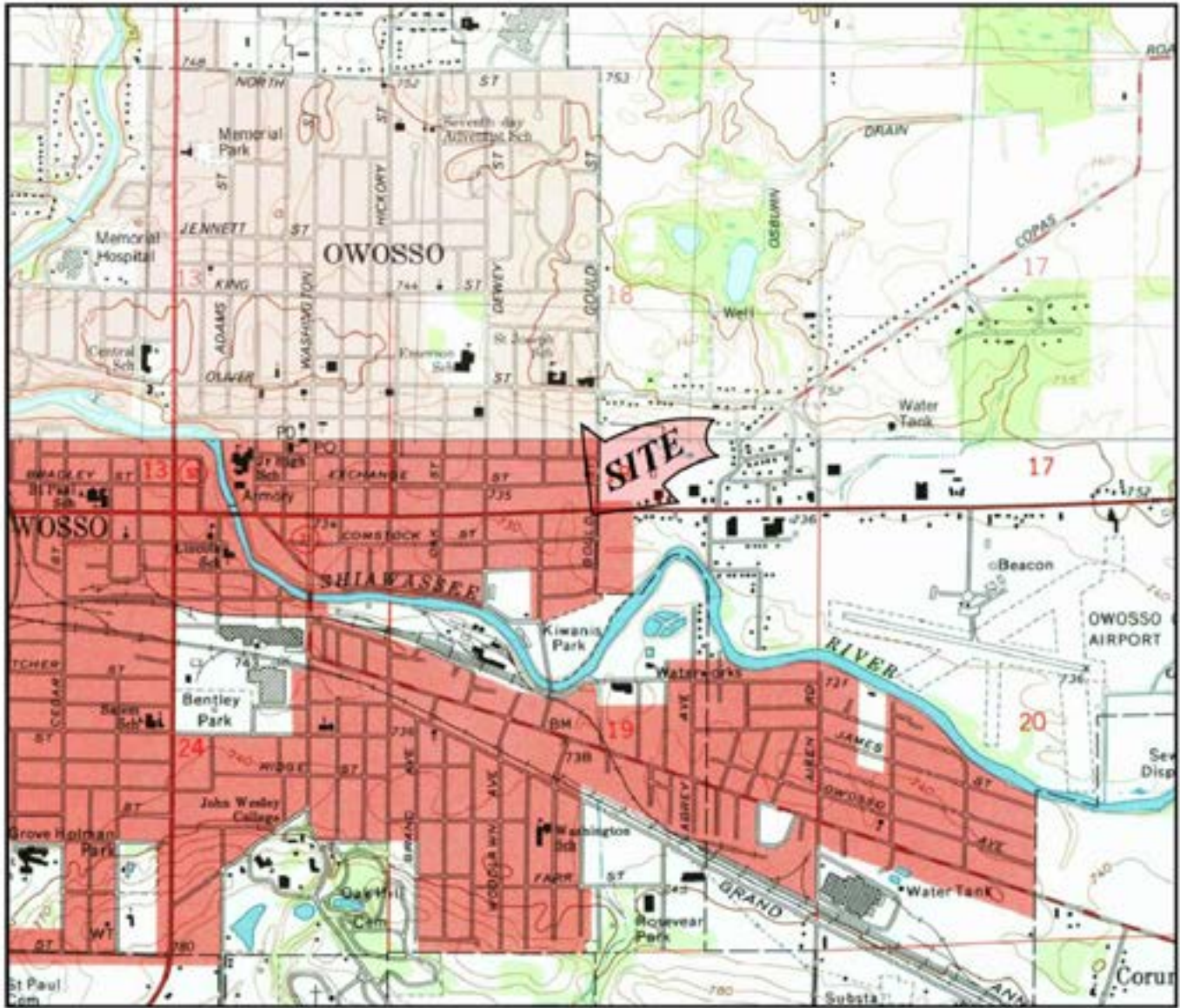
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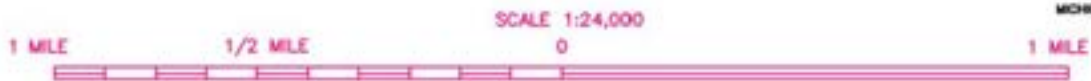
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SHIAWASSEE COUNTY



SCALE 1:24,000

FIGURE 1

PROPERTY VICINITY MAP
 USGS, 7.5 MINUTE SERIES
 OWOSSO NORTH, MI QUADRANGLE, 1974.
 OWOSSO SOUTH, MI QUADRANGLE, 1972.



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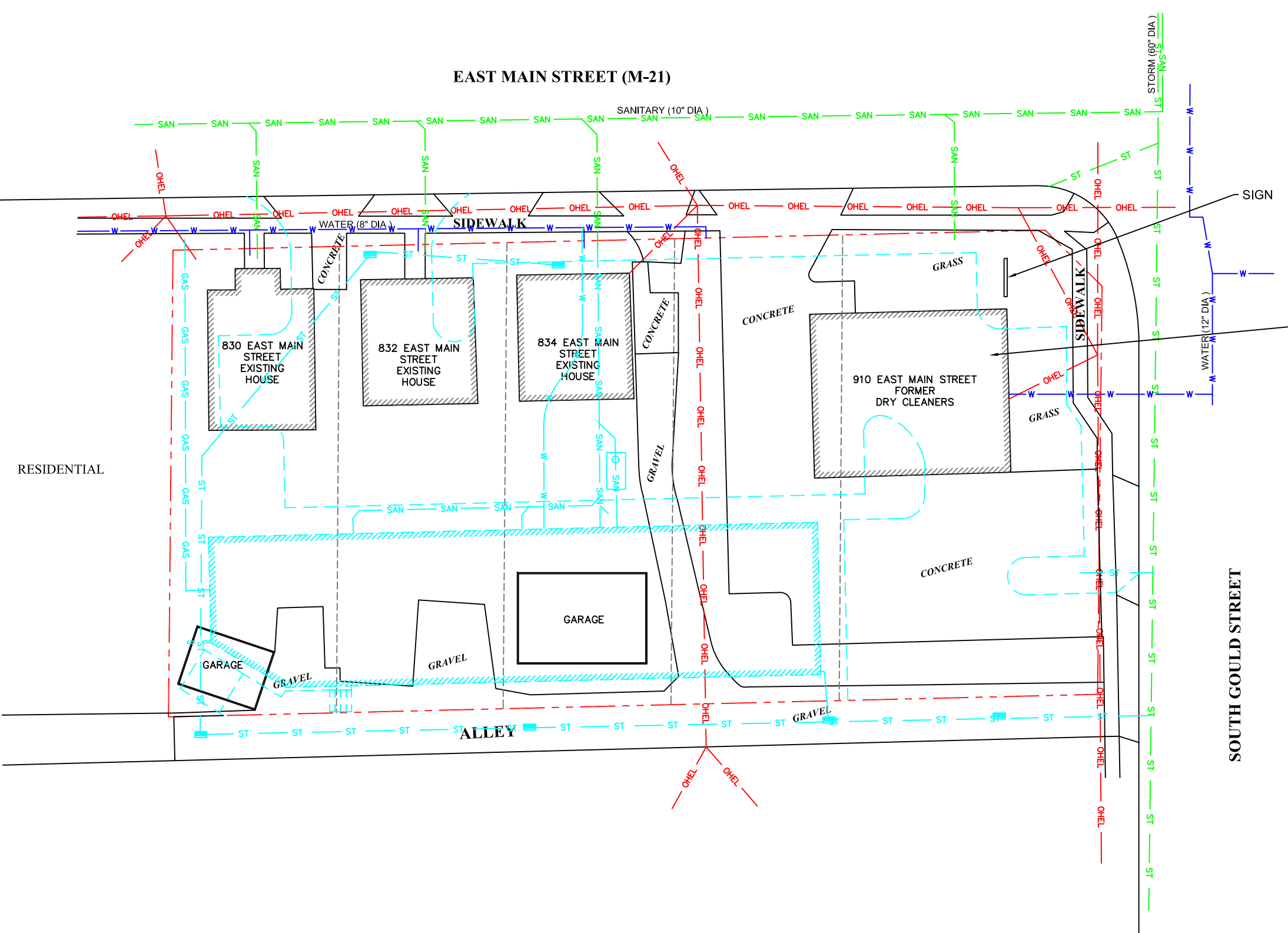
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RESIDENTIAL

917 EAST MAIN STREET
STECHSCHOLTE GAS & OIL

1001 EAST MAIN STREET
WALGREEN'S PHARMACY

EAST MAIN STREET (M-21)



1002 EAST MAIN STREET
RITE AID PHARMACY
APPROXIMATE LOCATION OF
FORMER DRY CLEANING MACHINE

LEGEND:

- SUBJECT PROPERTY
- WATER
- SANITARY SEWER
- STORM SEWER
- OVERHEAD ELECTRIC LINE
- PARCEL / LOT BOUNDARIES
- PROPOSED SITE FEATURES
- PROPOSED WATER
- PROPOSED SANITARY SEWER
- PROPOSED STORM SEWER
- PROPOSED GAS

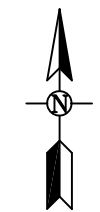


FIGURE 2
GENERALIZED DIAGRAM OF THE SUBJECT
PROPERTY AND ADJOINING PROPERTIES

PROJ: COMMERCIAL PROPERTY
830, 832, 834, AND 910 EAST MAIN STREET
OWOSSO, MI

THIS IS NOT A LEGAL SURVEY	DRN BY: CS	DATE: 5/7/2015
VERIFY SCALE	CHKD BY: AP	SCALE: 1" = 30'
IF NOT 1" ON THIS SHEET, ADJUST SCALES ACCORDINGLY.	FILE NAME: 01-5363-0-001F02R00	

RESIDENTIAL

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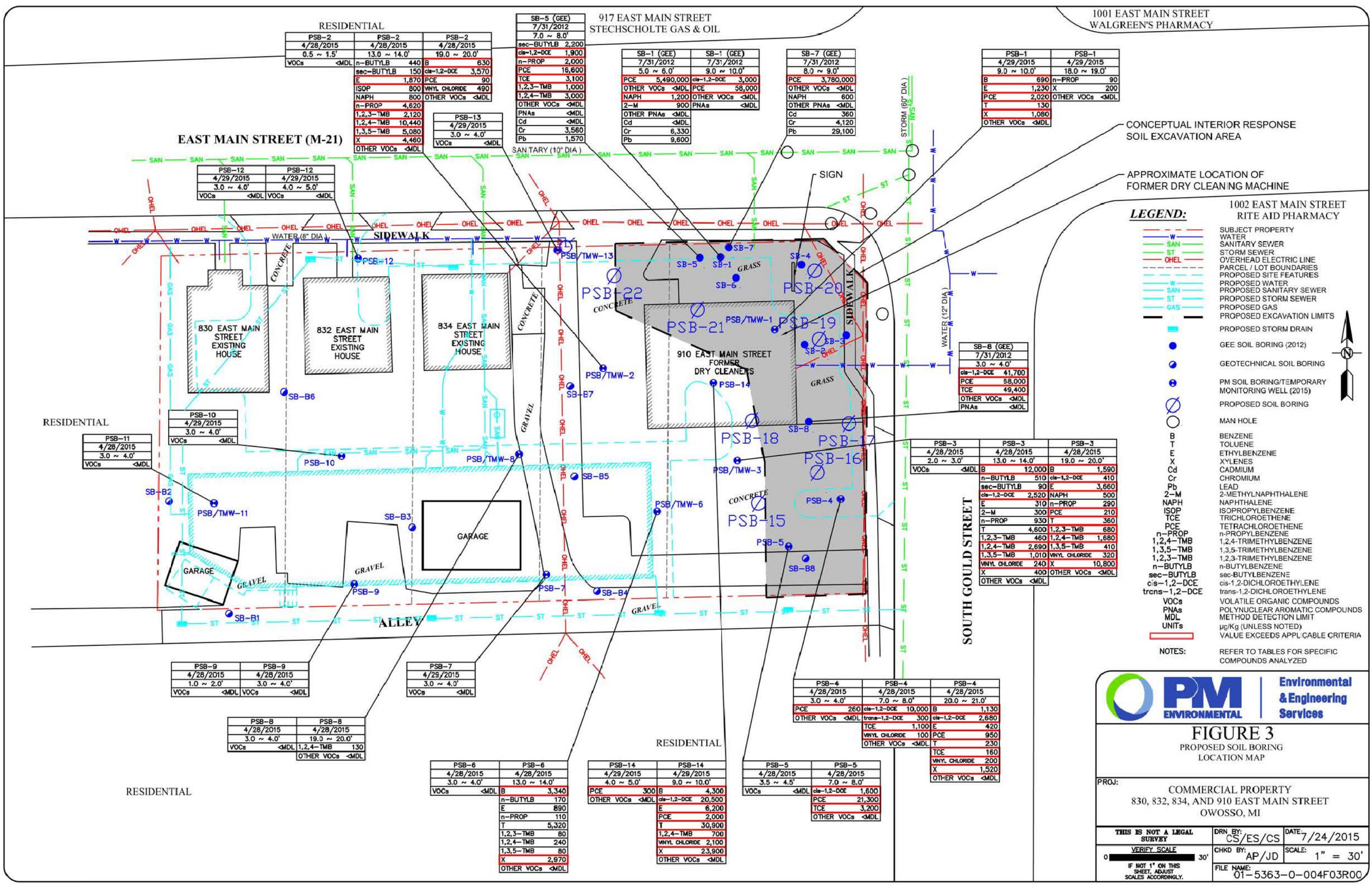
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RESIDENTIAL		
PSB-2	PSB-2	PSB-2
4/28/2015	4/28/2015	4/28/2015
0.5 ~ 1.5'	13.0 ~ 14.0'	19.0 ~ 20.0'
VOCs <MDL	n-BUTYLB 440	cls-1,2-DCE 630
	sec-BUTYLB 150	PCE 3,570
	E 1,870	PCE 90
	ISOP 800	VNYL CHLORIDE 490
	NAPH 800	OTHER VOCs <MDL
	n-PROP 4,620	
	1,2,3-TMB 2,120	
	1,2,4-TMB 10,440	
	1,3,5-TMB 5,080	
	X 4,460	
	OTHER VOCs <MDL	

917 EAST MAIN STREET STECHSCHOLTE GAS & OIL	
SB-5 (GEE)	7/31/2012
7.0 ~ 8.0'	
sec-BUTYLB	2,200
cls-1,2-DCE	1,900
n-PROP	2,000
PCE	16,600
TCE	3,100
1,2,3-TMB	1,000
1,2,4-TMB	3,000
OTHER VOCs	<MDL
PNAAs	<MDL
Cd	<MDL
Cr	3,560
Pb	1,570

SB-1 (GEE)		SB-1 (GEE)	
7/31/2012	7/31/2012	7/31/2012	7/31/2012
5.0 ~ 6.0'	9.0 ~ 10.0'	cls-1,2-DCE	3,000
PCE	5,490,000	OTHER VOCs	<MDL
OTHER VOCs	<MDL	PCE	58,000
NAPH	1,200	OTHER VOCs	<MDL
2-M	900	PNAAs	<MDL
OTHER PNAAs	<MDL	Cd	<MDL
Cd	<MDL	Cr	6,330
Cr	6,330	Pb	9,600
Pb	9,600		

SB-7 (GEE)	
7/31/2012	7/31/2012
8.0 ~ 9.0'	
PCE	3,780,000
OTHER VOCs	<MDL
NAPH	600
OTHER PNAAs	<MDL
Cd	360
Cr	4,120
Pb	29,100

PSB-1		PSB-1	
4/29/2015	4/29/2015	4/29/2015	4/29/2015
9.0 ~ 10.0'	18.0 ~ 19.0'	B	690
		n-PROP	90
		E	1,230
		X	200
		PCE	2,020
		OTHER VOCs	<MDL
		T	130
		X	1,080
		OTHER VOCs	<MDL

PSB-12		PSB-12	
4/29/2015	4/29/2015	4/29/2015	4/29/2015
3.0 ~ 4.0'	4.0 ~ 5.0'	VOCs	<MDL
		VOCs	<MDL

PSB-10	
4/29/2015	4/29/2015
3.0 ~ 4.0'	
VOCs	<MDL

PSB-11	
4/28/2015	4/28/2015
3.0 ~ 4.0'	
VOCs	<MDL

PSB-9		PSB-9	
4/28/2015	4/28/2015	4/28/2015	4/28/2015
1.0 ~ 2.0'	3.0 ~ 4.0'	VOCs	<MDL
		VOCs	<MDL

PSB-8		PSB-8	
4/28/2015	4/28/2015	4/28/2015	4/28/2015
3.0 ~ 4.0'	19.0 ~ 20.0'	VOCs	<MDL
		1,2,4-TMB	130
		OTHER VOCs	<MDL

PSB-7	
4/28/2015	4/28/2015
3.0 ~ 4.0'	
VOCs	<MDL

PSB-6		PSB-6	
4/28/2015	4/28/2015	4/28/2015	4/28/2015
3.0 ~ 4.0'	13.0 ~ 14.0'	VOCs	<MDL
		B	3,340
		n-BUTYLB	170
		E	890
		n-PROP	110
		T	5,320
		1,2,3-TMB	80
		1,2,4-TMB	240
		1,3,5-TMB	80
		X	2,970
		OTHER VOCs	<MDL

PSB-14		PSB-14	
4/29/2015	4/29/2015	4/29/2015	4/29/2015
4.0 ~ 5.0'	9.0 ~ 10.0'	PCE	300
		OTHER VOCs	<MDL
		cls-1,2-DCE	20,500
		E	6,200
		PCE	2,000
		T	30,900
		1,2,4-TMB	700
		VNYL CHLORIDE	2,100
		X	23,900
		OTHER VOCs	<MDL

PSB-5		PSB-5	
4/28/2015	4/28/2015	4/28/2015	4/28/2015
3.5 ~ 4.5'	7.0 ~ 8.0'	VOCs	<MDL
		cls-1,2-DCE	1,600
		PCE	21,300
		TCE	3,200
		OTHER VOCs	<MDL

PSB-3			PSB-3			PSB-3		
4/28/2015	4/28/2015	4/28/2015	4/28/2015	4/28/2015	4/28/2015	4/28/2015	4/28/2015	4/28/2015
2.0 ~ 3.0'	13.0 ~ 14.0'	19.0 ~ 20.0'	B	12,000	B	1,590		
VOCs	<MDL		n-BUTYLB	510	cls-1,2-DCE	410		
			sec-BUTYLB	90	E	3,660		
			cls-1,2-DCE	2,520	NAPH	500		
			E	310	n-PROP	290		
			2-M	300	PCE	210		
			n-PROP	930	T	360		
			T	4,600	1,2,3-TMB	680		
			1,2,3-TMB	460	1,2,4-TMB	1,680		
			1,2,4-TMB	2,690	1,3,5-TMB	410		
			1,3,5-TMB	1,010	VNYL CHLORIDE	320		
			VNYL CHLORIDE	240	X	10,800		
			X	400	OTHER VOCs	<MDL		
			OTHER VOCs	<MDL				

LEGEND:

- W WATER
- SAN SANITARY SEWER
- ST STORM SEWER
- OHEL OVERHEAD ELECTRIC LINE
- PARCEL / LOT BOUNDARIES
- PROPOSED SITE FEATURES
- PROPOSED WATER
- PROPOSED SANITARY SEWER
- PROPOSED STORM SEWER
- PROPOSED GAS
- PROPOSED EXCAVATION LIMITS
- PROPOSED STORM DRAIN
- GEE SOIL BORING (2012)
- GEOTECHNICAL SOIL BORING
- PM SOIL BORING/TEMPORARY MONITORING WELL (2015)
- PROPOSED SOIL BORING
- MAN HOLE
- B BENZENE
- T TOLUENE
- E ETHYLBENZENE
- X XYLENES
- Cd CADMIUM
- Cr CHROMIUM
- Pb LEAD
- 2-M 2-METHYLNAPHTHALENE
- NAPH NAPHTHALENE
- ISOP ISOPROPYLBENZENE
- TCE TRICHLOROETHENE
- PCE TETRACHLOROETHENE
- n-PROP n-PROPYLBENZENE
- 1,2,3-TMB 1,2,3-TRIMETHYLBENZENE
- 1,2,4-TMB 1,2,4-TRIMETHYLBENZENE
- 1,3,5-TMB 1,3,5-TRIMETHYLBENZENE
- 1,2,3-TMB 1,2,3-TRIMETHYLBENZENE
- n-BUTYLB n-BUTYLBENZENE
- sec-BUTYLB sec-BUTYLBENZENE
- cls-1,2-DCE cis-1,2-DICHLOROETHYLENE
- trans-1,2-DCE trans-1,2-DICHLOROETHYLENE
- VOCs VOLATILE ORGANIC COMPOUNDS
- PNAAs POLYNUCLEAR AROMATIC COMPOUNDS
- MDL METHOD DETECTION LIMIT
- μg/Kg (UNLESS NOTED)
- UNIT VALUE EXCEEDS APPL. CABLE CRITERIA

NOTES: REFER TO TABLES FOR SPECIFIC COMPOUNDS ANALYZED

PM ENVIRONMENTAL | Environmental & Engineering Services

FIGURE 3
PROPOSED SOIL BORING LOCATION MAP

PROJ: COMMERCIAL PROPERTY
830, 832, 834, AND 910 EAST MAIN STREET
OWOSSO, MI

THIS IS NOT A LEGAL SURVEY
VERIFY SCALE 30'
IF NOT 1" ON THIS SHEET, ADJUST SCALES ACCORDINGLY.

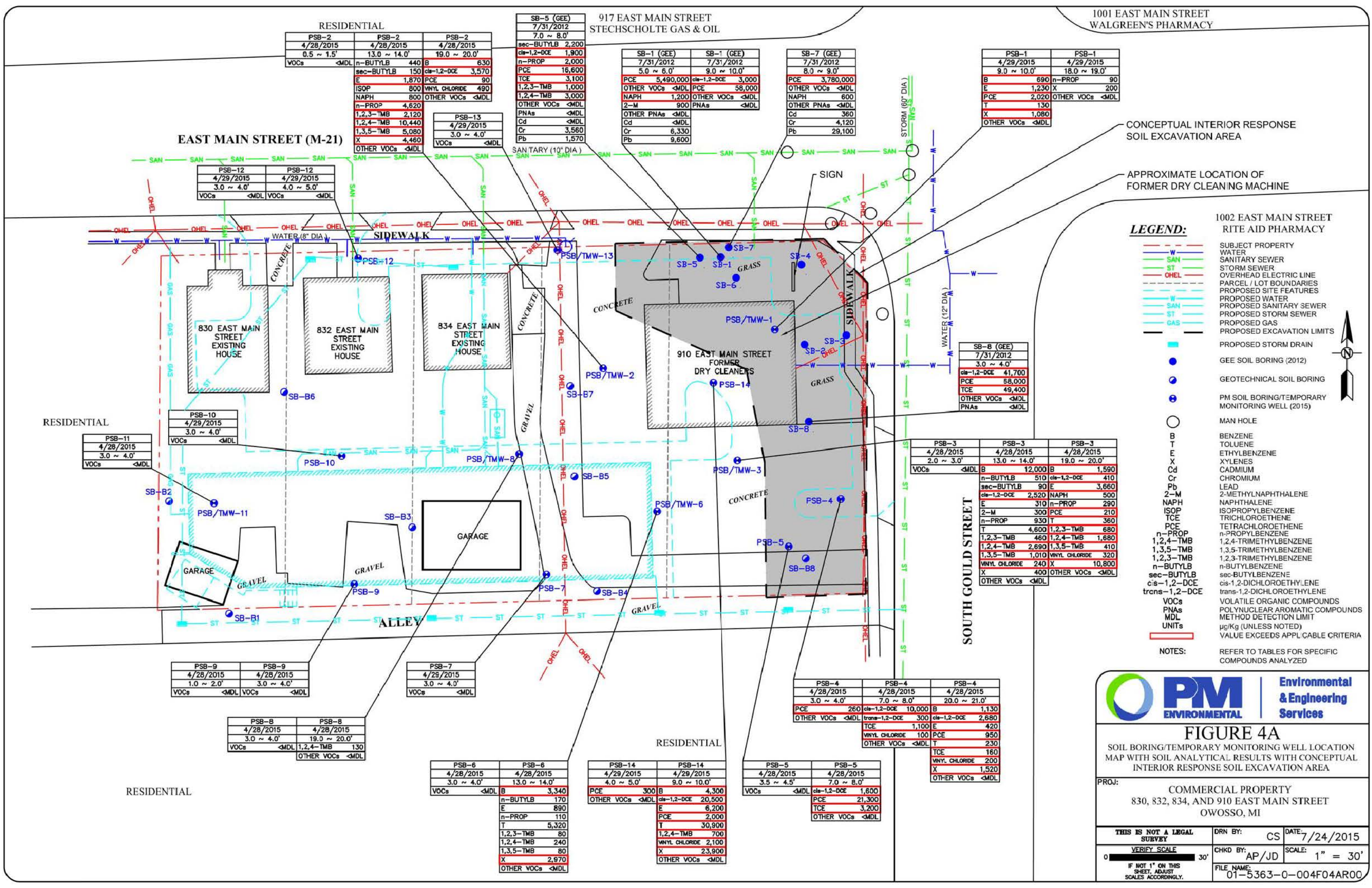
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RESIDENTIAL		
PSB-2	PSB-2	PSB-2
4/28/2015	4/28/2015	4/28/2015
0.5 ~ 1.5'	13.0 ~ 14.0'	19.0 ~ 20.0'
VOCs <MDL	n-BUTYLB 440	cl-1,2-DCE 3,570
	sec-BUTYLB 150	PCE 90
	E 1,870	ISOP 800
	NAPH 800	OTHER VOCs <MDL
	n-PROP 4,620	1,2,3-TMB 2,120
	1,2,4-TMB 10,440	1,3,5-TMB 5,080
	X 4,460	OTHER VOCs <MDL

SB-5 (GEE)	
7/31/2012	7.0 ~ 8.0'
sec-BUTYLB	2,200
cl-1,2-DCE	1,900
n-PROP	2,000
PCE	16,600
TCE	3,100
1,2,3-TMB	1,000
1,2,4-TMB	3,000
OTHER VOCs	<MDL
PNAs	<MDL
Cd	<MDL
Cr	3,560
Pb	1,570

SB-1 (GEE)	
7/31/2012	7/31/2012
5.0 ~ 6.0'	9.0 ~ 10.0'
PCE	5,490,000
OTHER VOCs	<MDL
NAPH	1,200
2-M	900
OTHER PNAs	<MDL
Cd	<MDL
Cr	6,330
Pb	9,600

SB-7 (GEE)	
7/31/2012	7/31/2012
8.0 ~ 9.0'	
PCE	3,780,000
OTHER VOCs	<MDL
NAPH	600
OTHER PNAs	<MDL
Cd	360
Cr	4,120
Pb	29,100

PSB-1	
4/29/2015	4/29/2015
9.0 ~ 10.0'	18.0 ~ 19.0'
B	690
E	1,230
PCE	2,020
T	130
X	1,080
OTHER VOCs	<MDL

PSB-12	
4/29/2015	4/29/2015
3.0 ~ 4.0'	4.0 ~ 5.0'
VOCs	<MDL

PSB-10	
4/29/2015	4/29/2015
3.0 ~ 4.0'	
VOCs	<MDL

PSB-11	
4/28/2015	4/28/2015
3.0 ~ 4.0'	
VOCs	<MDL

PSB-9	
4/28/2015	4/28/2015
1.0 ~ 2.0'	3.0 ~ 4.0'
VOCs	<MDL

PSB-8	
4/28/2015	4/28/2015
3.0 ~ 4.0'	19.0 ~ 20.0'
VOCs	<MDL
1,2,4-TMB	130
OTHER VOCs	<MDL

PSB-7	
4/28/2015	4/28/2015
3.0 ~ 4.0'	
VOCs	<MDL

PSB-6	
4/28/2015	4/28/2015
3.0 ~ 4.0'	13.0 ~ 14.0'
VOCs	<MDL
B	3,340
n-BUTYLB	170
E	890
n-PROP	110
T	5,320
1,2,3-TMB	80
1,2,4-TMB	240
1,3,5-TMB	80
X	2,970
OTHER VOCs	<MDL

PSB-14	
4/29/2015	4/29/2015
4.0 ~ 5.0'	9.0 ~ 10.0'
PCE	300
OTHER VOCs	<MDL
cl-1,2-DCE	20,500
E	6,200
PCE	2,000
T	30,900
1,2,4-TMB	700
VNYL CHLORIDE	2,100
X	23,900
OTHER VOCs	<MDL

PSB-5	
4/28/2015	4/28/2015
3.5 ~ 4.5'	7.0 ~ 8.0'
VOCs	<MDL
cl-1,2-DCE	1,600
PCE	21,300
TCE	3,200
OTHER VOCs	<MDL

PSB-3		
4/28/2015	4/28/2015	4/28/2015
2.0 ~ 3.0'	13.0 ~ 14.0'	19.0 ~ 20.0'
VOCs	<MDL	B 12,000
		n-BUTYLB 510
		sec-BUTYLB 90
		cl-1,2-DCE 2,520
		NAPH 500
		E 310
		2-M 300
		n-PROP 930
		T 360
		1,2,3-TMB 4,600
		1,2,4-TMB 460
		1,2,4-TMB 2,690
		1,3,5-TMB 1,010
		VNYL CHLORIDE 240
		X 400
		OTHER VOCs <MDL

PSB-4		
4/28/2015	4/28/2015	4/28/2015
3.0 ~ 4.0'	7.0 ~ 8.0'	20.0 ~ 21.0'
PCE	260	cl-1,2-DCE 10,000
OTHER VOCs	<MDL	trans-1,2-DCE 300
		cl-1,2-DCE 2,680
		TCE 1,100
		E 420
		VNYL CHLORIDE 100
		PCE 950
		OTHER VOCs <MDL
		T 230
		TCE 160
		VNYL CHLORIDE 200
		X 1,520
		OTHER VOCs <MDL

LEGEND:

- W WATER
- SAN SANITARY SEWER
- ST STORM SEWER
- OHEL OVERHEAD ELECTRIC LINE
- PARCEL / LOT BOUNDARIES
- PROPOSED SITE FEATURES
- PROPOSED WATER
- PROPOSED SANITARY SEWER
- PROPOSED STORM SEWER
- PROPOSED GAS
- PROPOSED EXCAVATION LIMITS
- PROPOSED STORM DRAIN
- GEE SOIL BORING (2012)
- GEOTECHNICAL SOIL BORING
- PM SOIL BORING/TEMPORARY MONITORING WELL (2015)
- MAN HOLE

NOTES: REFER TO TABLES FOR SPECIFIC COMPOUNDS ANALYZED

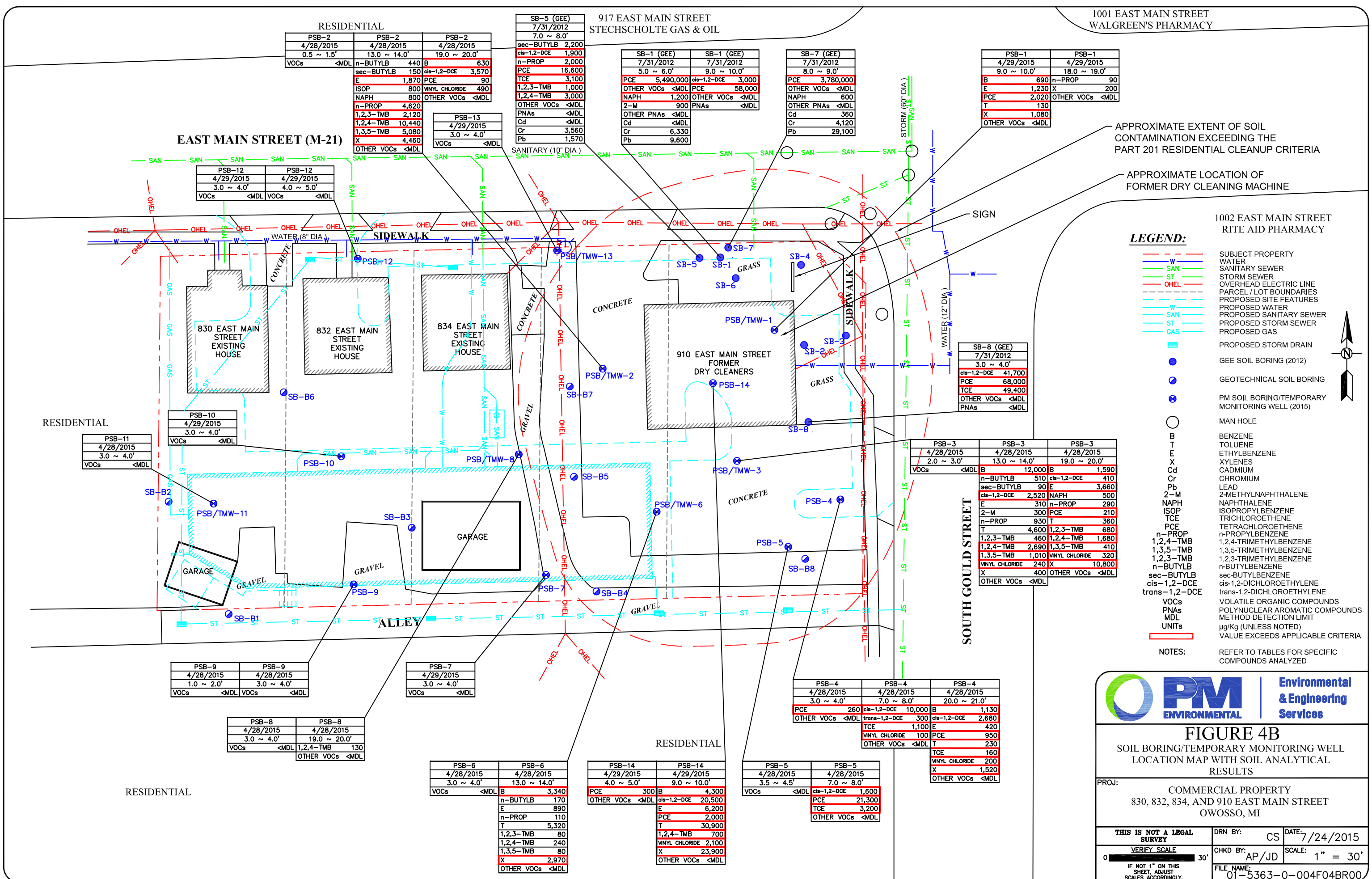
Environmental & Engineering Services

FIGURE 4A
SOIL BORING/TEMPORARY MONITORING WELL LOCATION MAP WITH SOIL ANALYTICAL RESULTS WITH CONCEPTUAL INTERIOR RESPONSE SOIL EXCAVATION AREA

PROJ: COMMERCIAL PROPERTY
830, 832, 834, AND 910 EAST MAIN STREET
OWOSSO, MI

THIS IS NOT A LEGAL SURVEY
VERIFY SCALE 30'
IF NOT 1" ON THIS SHEET, ADJUST SCALES ACCORDINGLY.

DRN BY: CS DATE: 7/24/2015
CHKD BY: AP/JD SCALE: 1" = 30'
FILE NAME: 01-5363-0-004F04AR00



LEGEND:

- SUBJECT PROPERTY
- WATER
- SANITARY SEWER
- STORM SEWER
- OVERHEAD ELECTRIC LINE
- PARCEL / LOT BOUNDARIES
- PROPOSED SITE FEATURES
- PROPOSED WATER
- PROPOSED SANITARY SEWER
- PROPOSED STORM SEWER
- PROPOSED GAS
- PROPOSED STORM DRAIN
- GEE SOIL BORING (2012)
- ⊙ GEOTECHNICAL SOIL BORING
- ⊕ PM SOIL BORING/TEMPORARY MONITORING WELL (2015)
- MAN HOLE
- B** BENZENE
- T** TOLUENE
- E** ETHYLBENZENE
- X** XYLENES
- Cd** CADMIUM
- Cr** CHROMIUM
- Pb** LEAD
- 2-M** 2-METHYLNAPHTHALENE
- NAPH** NAPHTHALENE
- ISOP** ISOPROPYLBENZENE
- TCE** TRICHLOROETHENE
- PCE** TETRACHLOROETHENE
- n-PROP** n-PROPYLBENZENE
- 1,2,3-TMB** 1,2,3-TRIMETHYLBENZENE
- 1,2,4-TMB** 1,2,4-TRIMETHYLBENZENE
- 1,3,5-TMB** 1,3,5-TRIMETHYLBENZENE
- 1,2,3-TMB** 1,2,3-TRIMETHYLBENZENE
- n-BUTYLB** n-BUTYLBENZENE
- sec-BUTYLB** sec-BUTYLBENZENE
- cis-1,2-DCE** cis-1,2-DICHLOROETHYLENE
- trans-1,2-DCE** trans-1,2-DICHLOROETHYLENE
- VOCs** VOLATILE ORGANIC COMPOUNDS
- PNA** POLYNUCLEAR AROMATIC COMPOUNDS
- MDL** METHOD DETECTION LIMIT
- UNITs** μg/Kg (UNLESS NOTED)
- VALUE EXCEEDS APPLICABLE CRITERIA

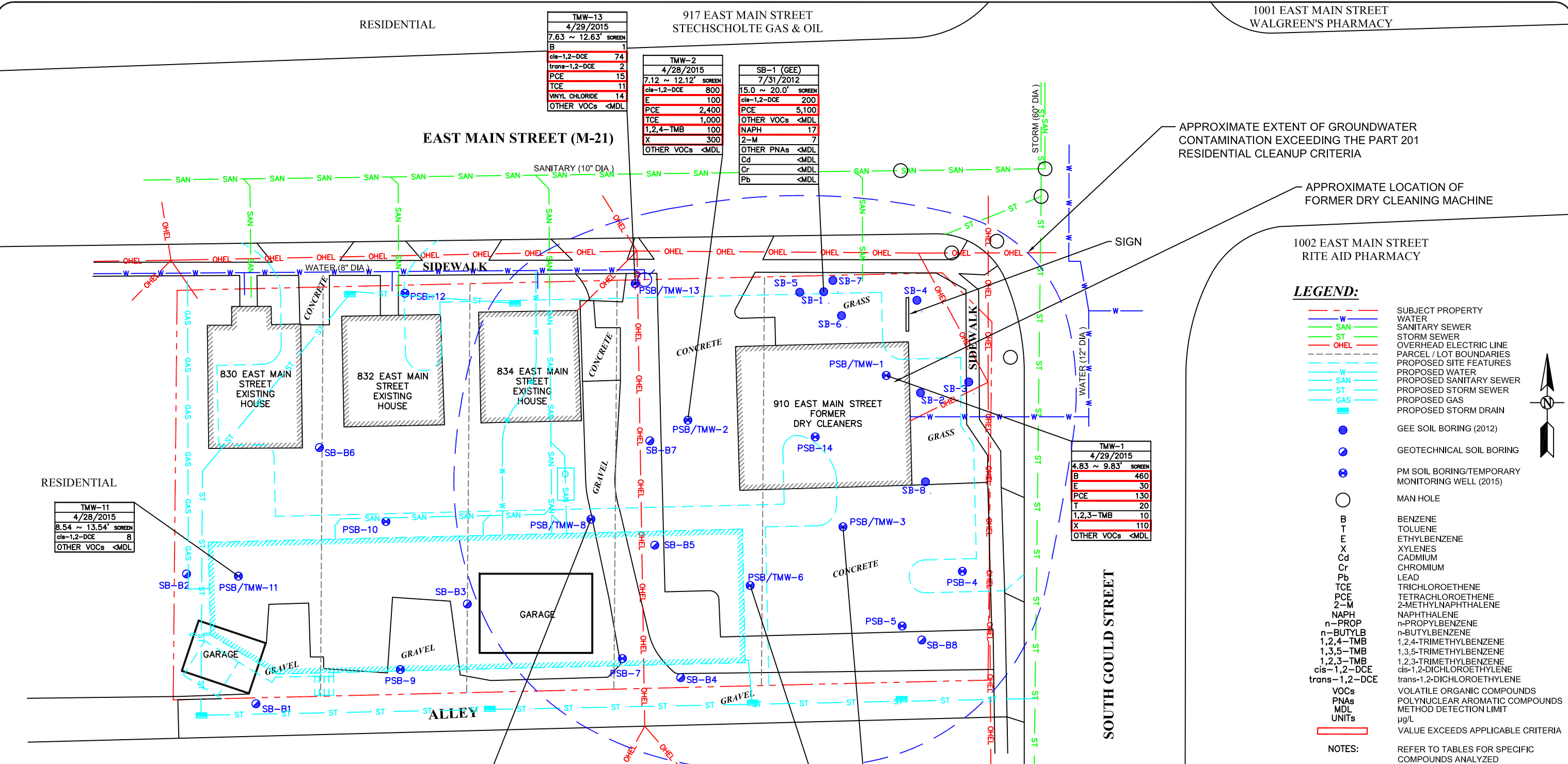
NOTES: REFER TO TABLES FOR SPECIFIC COMPOUNDS ANALYZED



FIGURE 4B
SOIL BORING/TEMPORARY MONITORING WELL
LOCATION MAP WITH SOIL ANALYTICAL
RESULTS

PROJ: COMMERCIAL PROPERTY
830, 832, 834, AND 910 EAST MAIN STREET
OWOSSO, MI

THIS IS NOT A LEGAL SURVEY	DRN BY: CS	DATE: 7/24/2015
VERIFY SCALE	CHKD BY: AP/JD	SCALE: 1" = 30'
IF NOT 1" ON THIS SHEET, ADJUST SCALES ACCORDINGLY.	FILE NAME: 01-5363-0-004F04BR00	



APPROXIMATE EXTENT OF GROUNDWATER CONTAMINATION EXCEEDING THE PART 201 RESIDENTIAL CLEANUP CRITERIA

APPROXIMATE LOCATION OF FORMER DRY CLEANING MACHINE

1002 EAST MAIN STREET RITE AID PHARMACY

LEGEND:

- SUBJECT PROPERTY
- WATER
- SANITARY SEWER
- STORM SEWER
- OVERHEAD ELECTRIC LINE
- PARCEL / LOT BOUNDARIES
- PROPOSED SITE FEATURES
- PROPOSED WATER
- PROPOSED SANITARY SEWER
- PROPOSED STORM SEWER
- PROPOSED GAS
- PROPOSED STORM DRAIN
- GEE SOIL BORING (2012)
- ⊙ GEOTECHNICAL SOIL BORING
- ⊕ PM SOIL BORING/TEMPORARY MONITORING WELL (2015)
- MAN HOLE
- B BENZENE
- T TOLUENE
- E ETHYLBENZENE
- X XYLENES
- Cd CADMIUM
- Cr CHROMIUM
- Pb LEAD
- TCE TRICHLOROETHENE
- PCE TETRACHLOROETHENE
- 2-M 2-METHYLNAPHTHALENE
- NAPH NAPHTHALENE
- n-PROP n-PROPYLBENZENE
- n-BUTYLB n-BUTYLBENZENE
- 1,2,4-TMB 1,2,4-TRIMETHYLBENZENE
- 1,3,5-TMB 1,3,5-TRIMETHYLBENZENE
- 1,2,3-TMB 1,2,3-TRIMETHYLBENZENE
- cis-1,2-DCE cis-1,2-DICHLOROETHYLENE
- trans-1,2-DCE trans-1,2-DICHLOROETHYLENE
- VOCs VOLATILE ORGANIC COMPOUNDS
- PNAs POLYNUCLEAR AROMATIC COMPOUNDS
- MDL METHOD DETECTION LIMIT
- UNITS μg/L
- VALUE EXCEEDS APPLICABLE CRITERIA

NOTES: REFER TO TABLES FOR SPECIFIC COMPOUNDS ANALYZED



FIGURE 4C
SOIL BORING/TEMPORARY MONITORING WELL LOCATION MAP WITH GROUNDWATER ANALYTICAL RESULTS

PROJ: COMMERCIAL PROPERTY
830, 832, 834, AND 910 EAST MAIN STREET
OWOSSO, MI

THIS IS NOT A LEGAL SURVEY	DRN BY: CS	DATE: 7/24/2015
VERIFY SCALE	CHKD BY: AP/JD	SCALE: 1" = 30'
IF NOT 1" ON THIS SHEET, ADJUST SCALES ACCORDINGLY.		
FILE NAME: 01-5363-0-004F04CR00		

TMW-13	4/29/2015
7.63 ~ 12.63' SCREEN	
B	1
cis-1,2-DCE	74
trans-1,2-DCE	2
PCE	15
TCE	11
VINYL CHLORIDE	14
OTHER VOCs	<MDL

TMW-2	4/28/2015
7.12 ~ 12.12' SCREEN	
cis-1,2-DCE	800
E	100
PCE	2,400
TCE	1,000
1,2,4-TMB	100
X	300
OTHER VOCs	<MDL

SB-1 (GEE)	7/31/2012
15.0 ~ 20.0' SCREEN	
cis-1,2-DCE	200
PCE	5,100
OTHER VOCs	<MDL
NAPH	17
2-M	7
OTHER PNAs	<MDL
Cd	<MDL
Cr	<MDL
Pb	<MDL

TMW-1	4/29/2015
4.83 ~ 9.83' SCREEN	
B	460
E	30
PCE	130
T	20
1,2,3-TMB	10
X	110
OTHER VOCs	<MDL

TMW-8	4/28/2015
8.77 ~ 13.77' SCREEN	
cis-1,2-DCE	60
E	340
n-PROP	110
1,2,3-TMB	170
1,2,4-TMB	610
1,3,5-TMB	170
X	700
OTHER VOCs	<MDL

TMW-6	4/28/2015
9.68 ~ 14.68' SCREEN	
B	20
n-BUTYLB	10
cis-1,2-DCE	260
E	10
n-PROP	30
VINYL CHLORIDE	90
OTHER VOCs	<MDL

TMW-3	4/28/2015
7.19 ~ 12.19' SCREEN	
E	300
n-PROP	200
1,2,3-TMB	200
1,2,4-TMB	1,100
1,3,5-TMB	300
X	500
OTHER VOCs	<MDL

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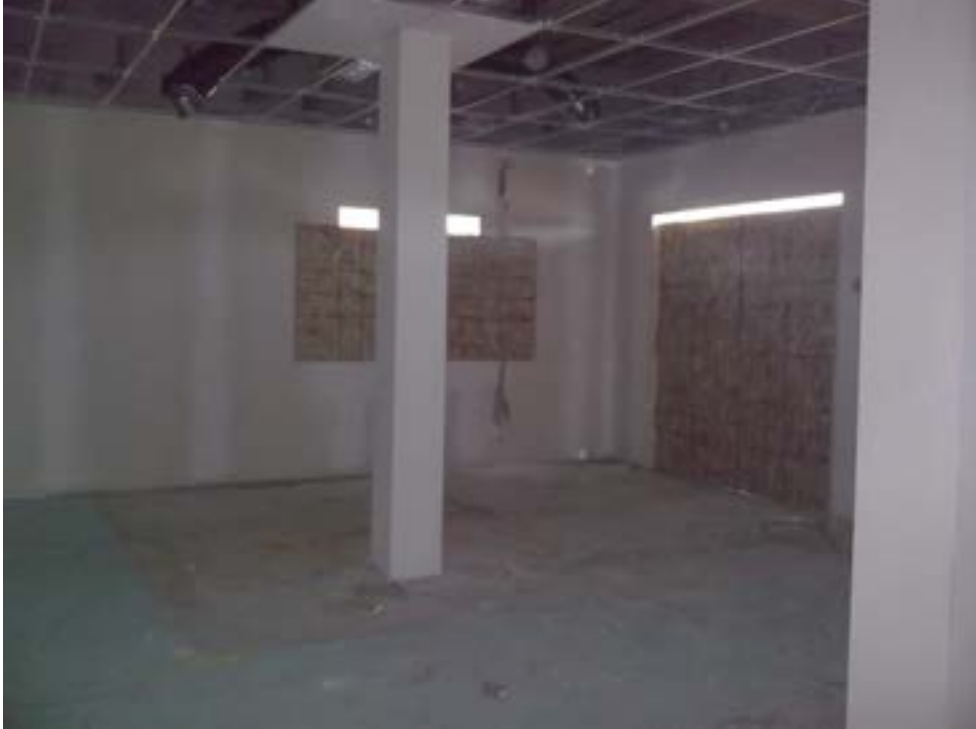


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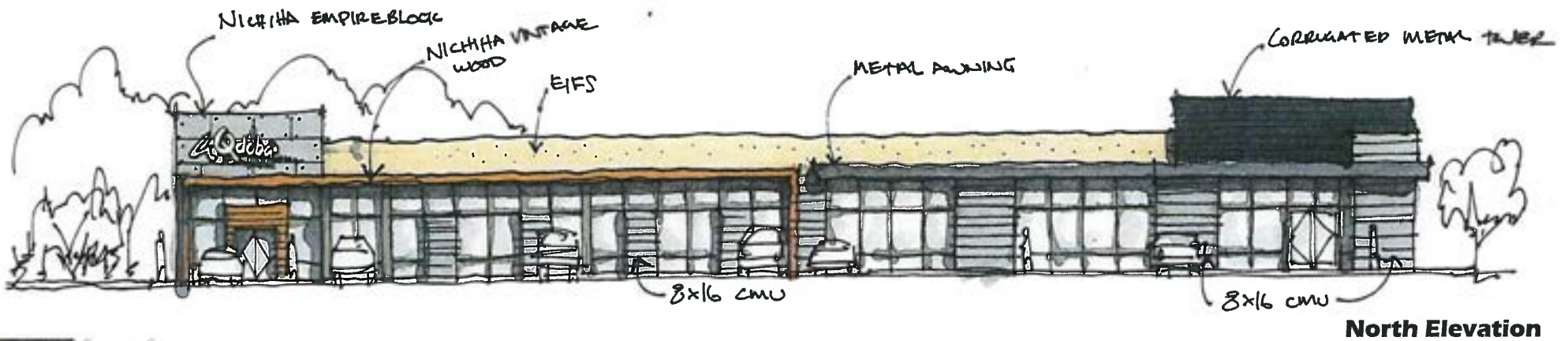
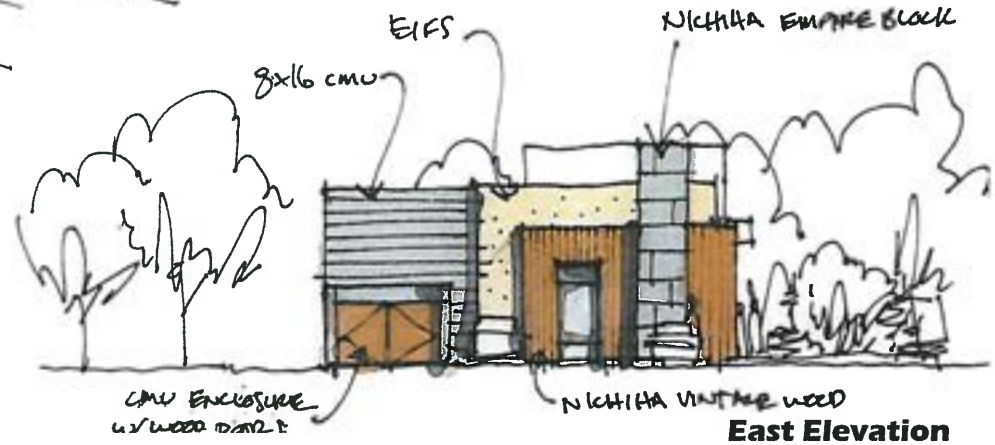
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Imagine

Create

Excite

Dual Tenant Building

Main St. & South Gould_Owosso, MI

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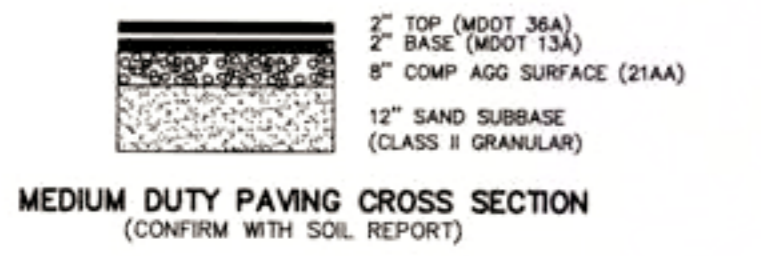
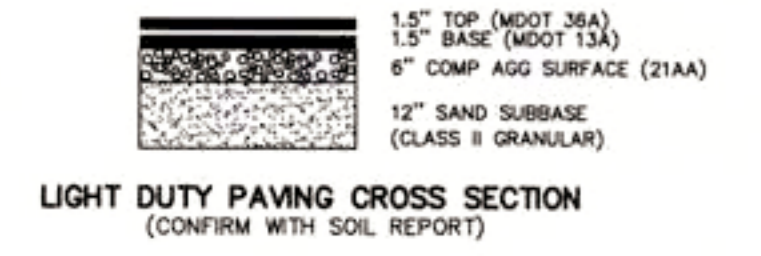
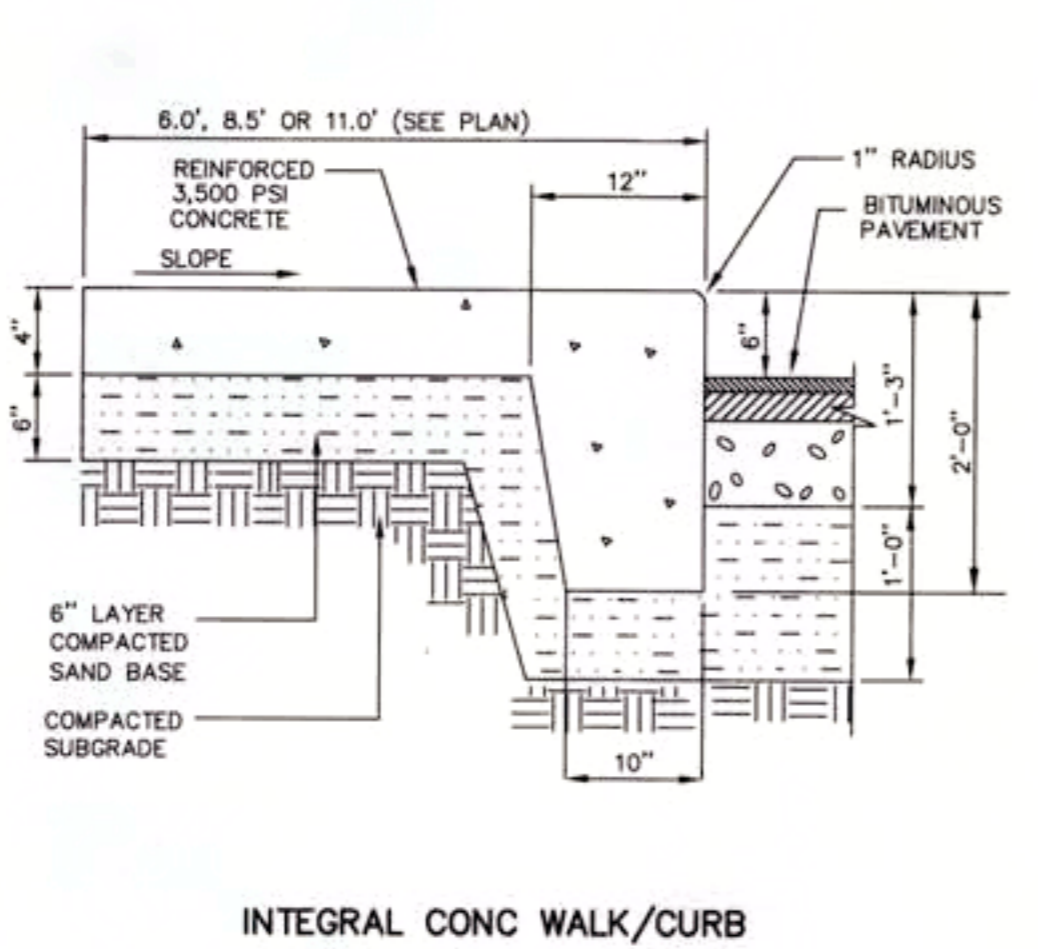
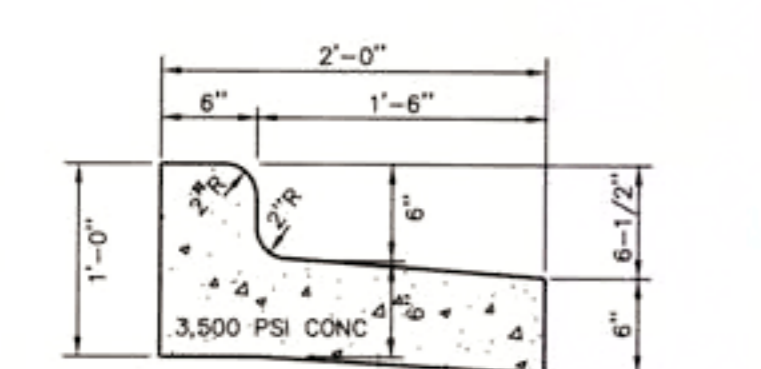
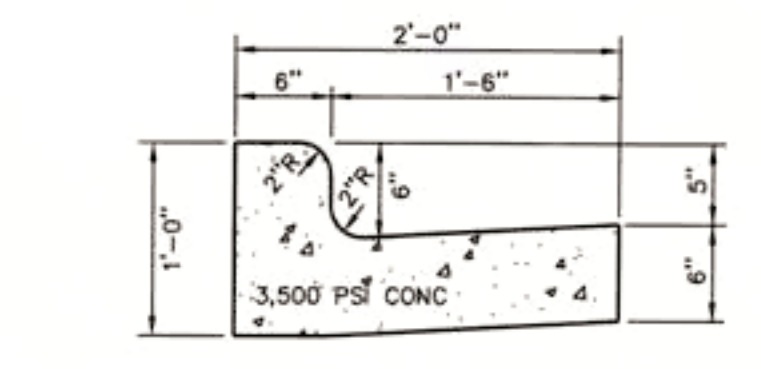
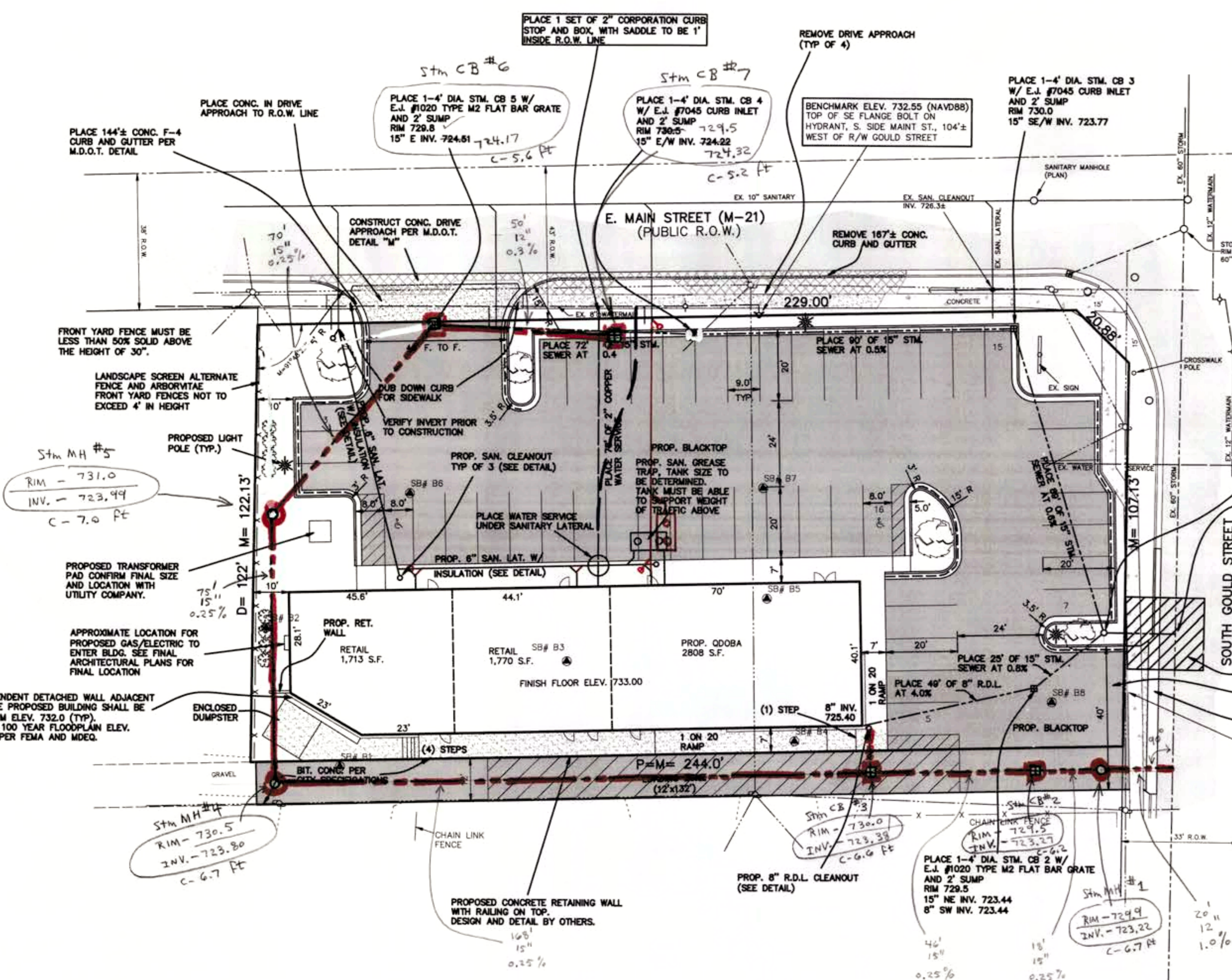
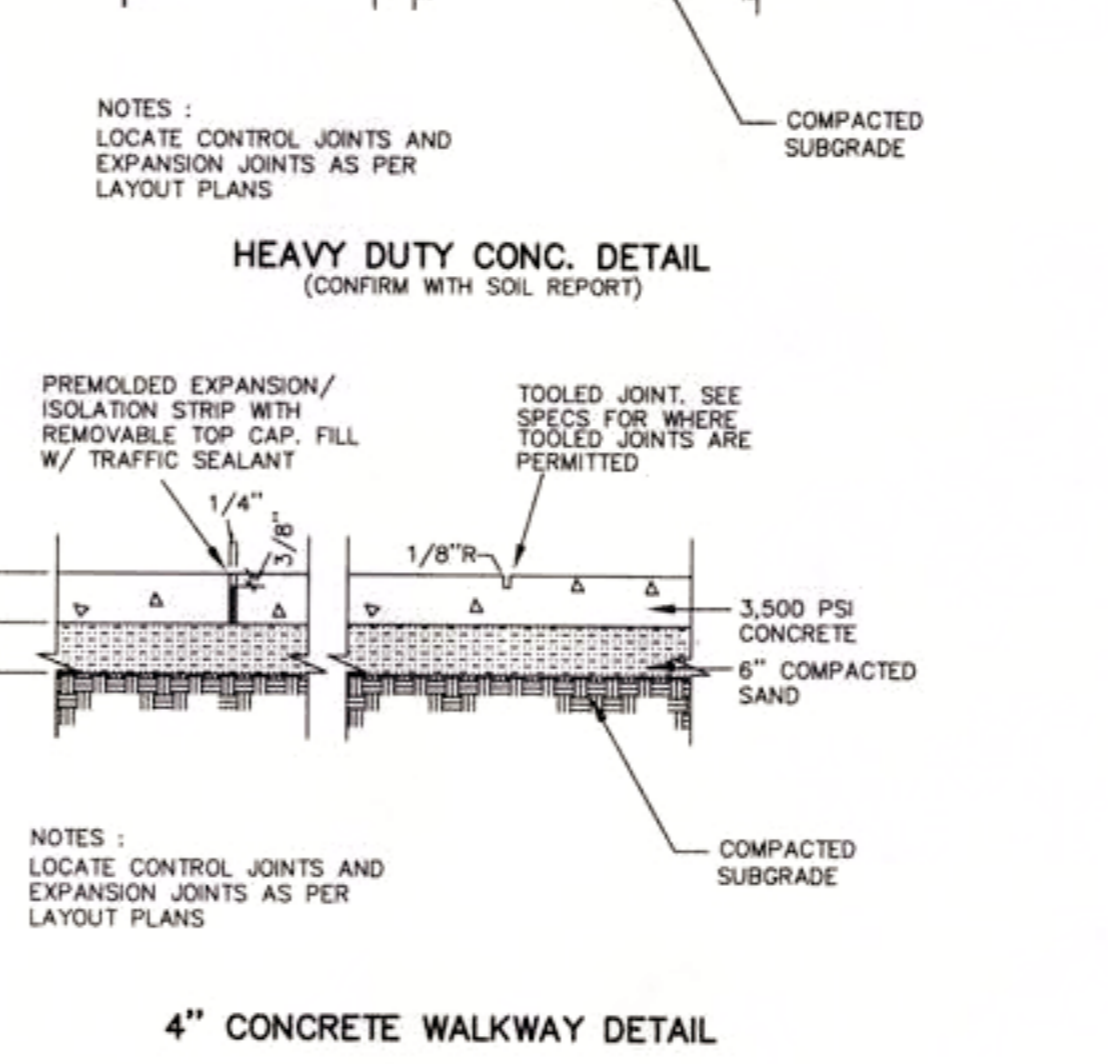
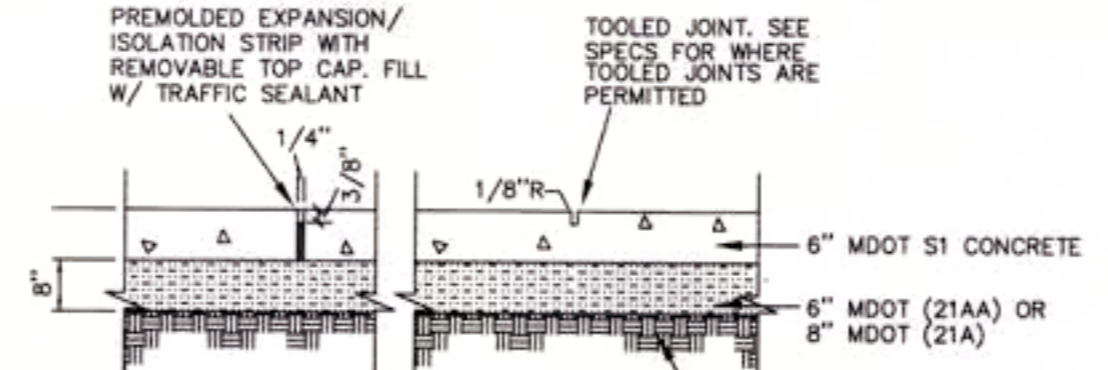
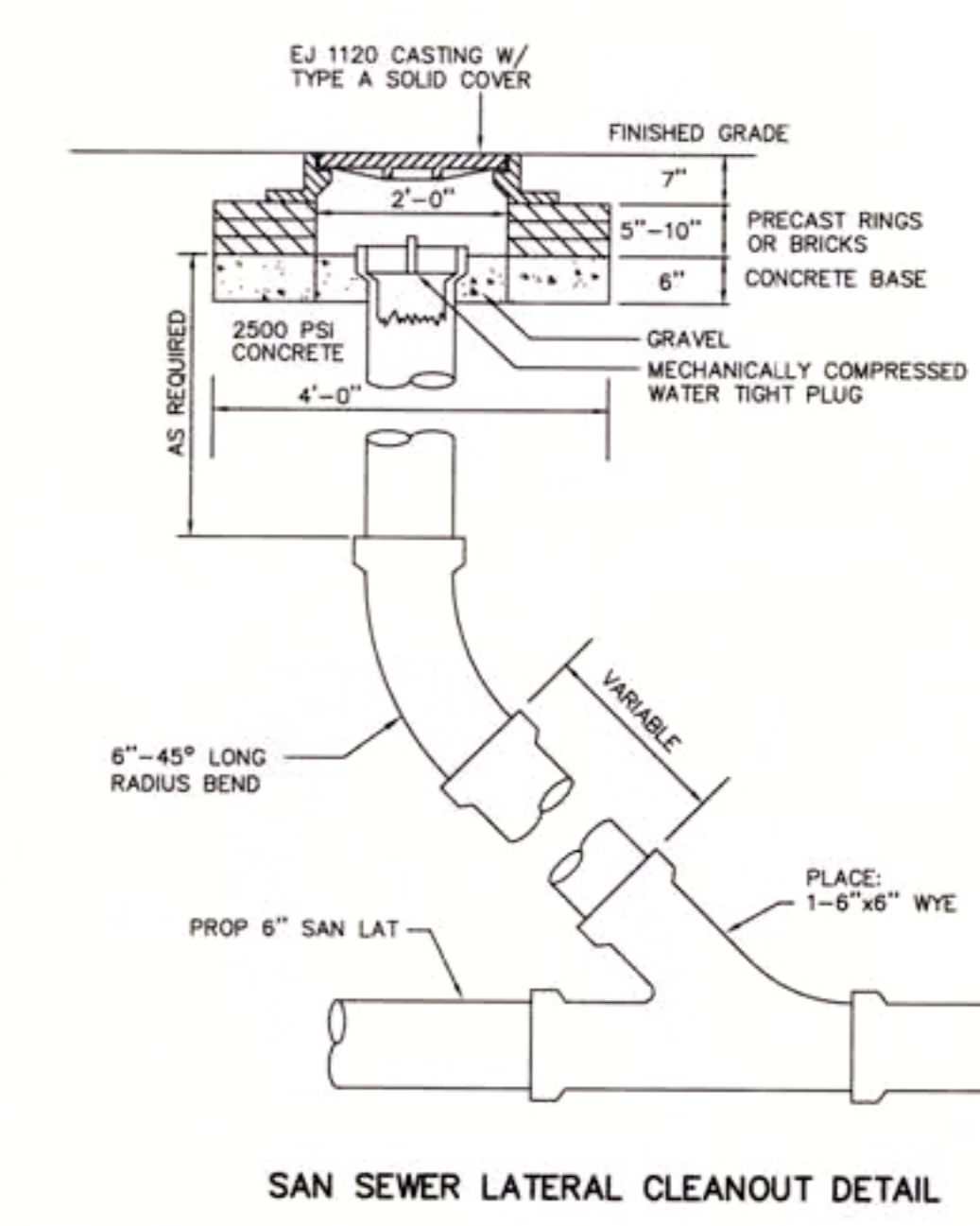
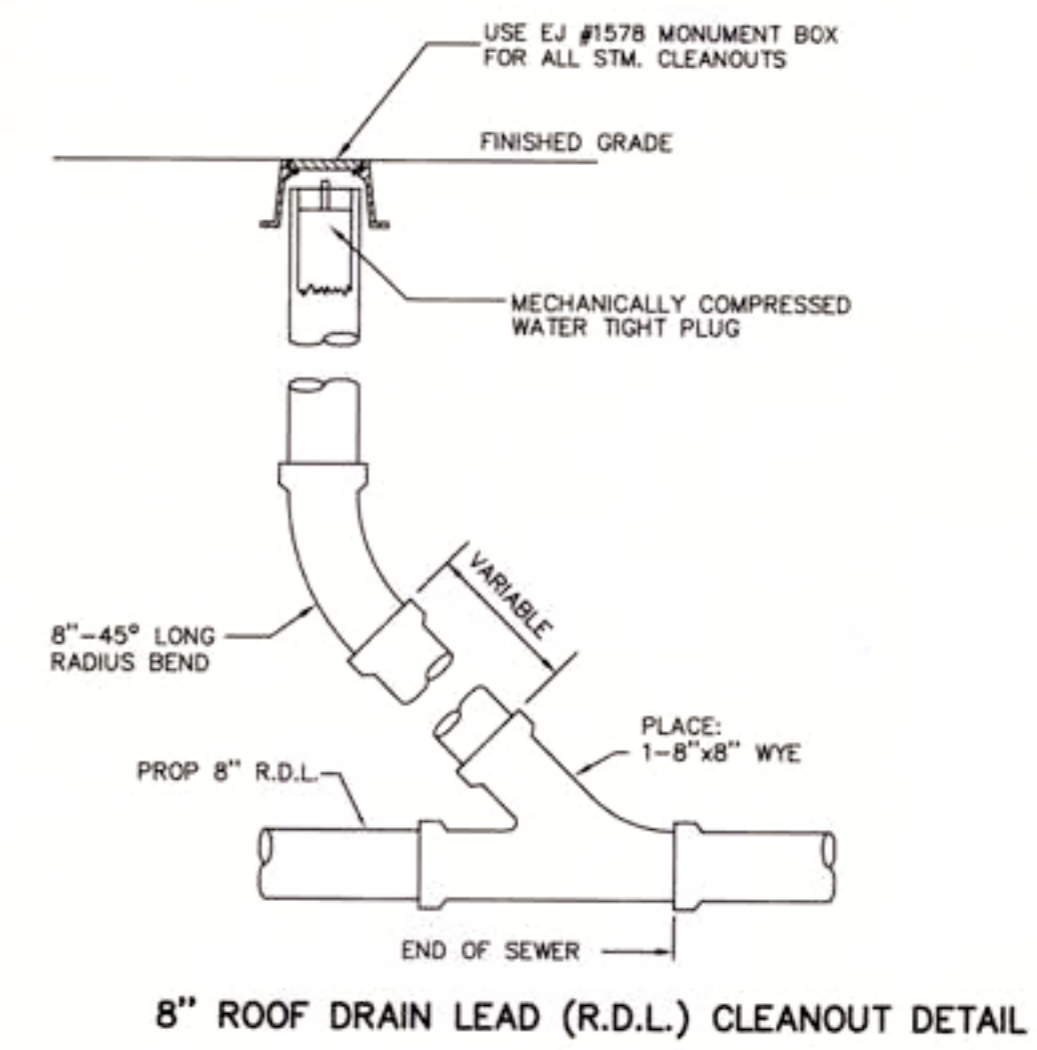
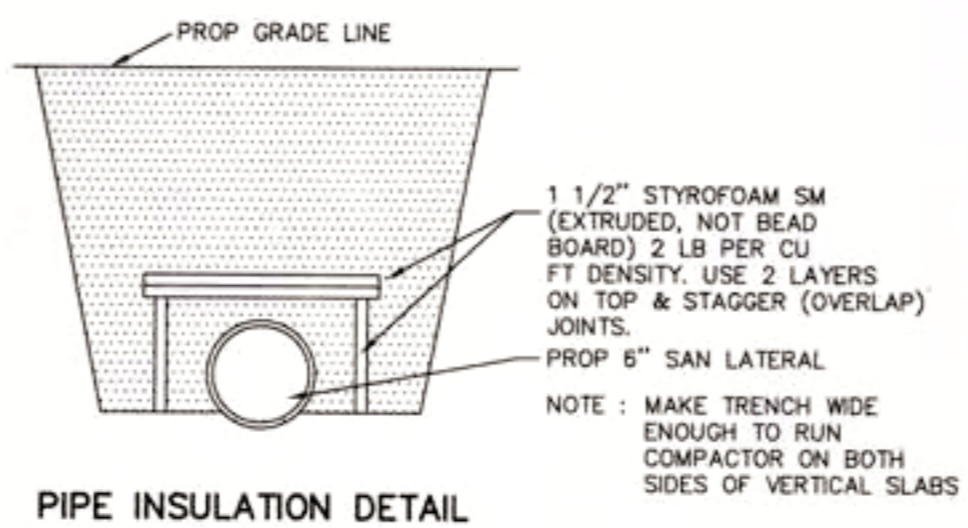
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- GENERAL NOTES:**
- Legal Description: Lots 83-87, Stafford Gardner & Trankles Central Add. except the N. 10' of said lots and also except a part of Lot 87 beginning at a point on the E. line Lot 87, 25' S. of the NE corner; thence N. on the E. line 15'; thence SE'ly to POB.
 - This property contains approximately 0.7 acres.
 - Existing Zoning - B-4 General Business District
Building Setback Requirements:
Front yard: 15 feet
Side yard:
-Corner lot which borders on a residential district to the rear: 20 feet
-Exterior side yard abutting a residential district: 10 feet
Rear yard: Adjacent to R-1, R-2 or RT-1 district: 10 percent of the depth of the lot 13 feet provided to center of alley
 - Parking Requirements:
Restaurant:
1 per 75 s.f. of useable floor area:
2800 s.f. - 80% useable = 2240 s.f. / 75 = 30 spaces
Retail:
1 per each 200 s.f. of useable floor area:
3407 s.f. - 80% useable = 2726 s.f. / 200 = 14 spaces
TOTAL required: 44 spaces
Parking Provided:
Standard spaces 44
Barrier free spaces 2
TOTAL 46
 - Underground utilities:
Sanitary sewer - connect to existing sanitary sewer leads under M-21 (provide grease trap as necessary)
Watermain - connect to existing 8" watermain along south ROW of M-21
Storm sewer - provide catch basins in parking lot with outlet pipe tapped into 60 inch storm sewer along Gould Ave., as shown
 - Site is in Shiawassee River 100 year floodplain. Floodplain earth fill and compensating floodplain earth cut at 930 Jerome Ave. shall be performed in compliance with the terms and specifications of MDEQ Permit No. 14-78-0006-P issued January 23, 2015.
 - Work inside M-21 ROW to be coordinated with MDOT.
 - Due diligence must be exercised regarding on site environmental conditions as outlined in the global environmental engineering inc. reports dated Aug. 10, 2012 titled: Baseline Environmental Assessment Report and Section 7a Compliance Analysis for the 910 East Main Street Site.
 - All curb radius are 5' to face unless otherwise noted.
 - For existing soils and engineered fill specifications recommendations and light duty asphalt, medium duty asphalt, and concrete section requirements.
Refer to: Geotechnical Engineering Investigation Report dated March 19, 2015
W.E.S.T./Project No. 15-0014
By: Wolvenhite Engineering & Surveyors, Inc.
312 North Street
Mason, MI 48854
Attn: Dan Wisinski
Phone: (517) 676-9200
11. PM Environmental J. Adam Patton, CHMM
Phone: (517) 325-9867
Cell: (517) 202-4288

- STORM SEWER NOTES:**
- 1.12" storm sewer pipe shall be SLPPP with water tight joint connection
 2. All 15" storm sewer pipe shall be C-76-III, or SLPPP with water tight joint connections.
 3. 8" Roof drain lead and storm sewer pipe shall be PVC Schedule 40, or PVC SDR-26 pipe.
 4. Storm sewer manhole and catchbasin structures shall be pre-cast concrete, per industry standards.
- SANITARY SEWER AND WATERMAIN NOTES:**
1. All sanitary sewer and watermain materials and construction methods shall conform to the standard specifications and details of the City of Owosso.
 2. Verify existing sanitary lateral location, size, and depth before construction.
 3. Any un-used (abandoned) sanitary lateral and water services shall be plugged and trench backfilled per City of Owosso approved methods. Existing size, location and depth information shall be furnished to the City of Owosso for accurate record keeping purposes.
 4. Place proposed 8" sanitary lateral over proposed 15" storm sewer.
 5. Proposed sanitary lateral and water service to have minimum 4 feet of earth cover, unless insulated and approved by the City.



Know what's below.
Call before you dig.



may 11, 2015 Concept
Utility Design Change
WORK SHEET 1.0f2



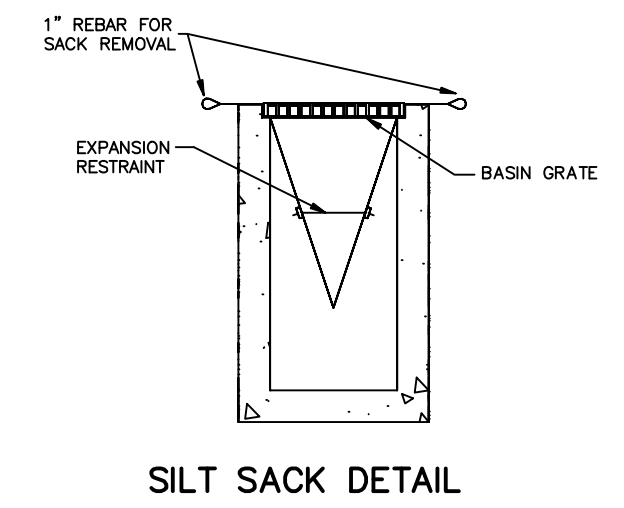
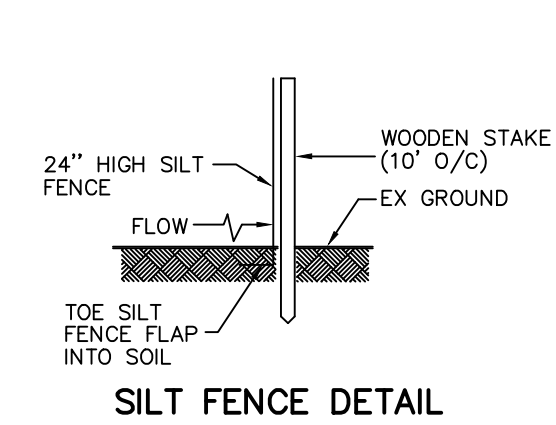
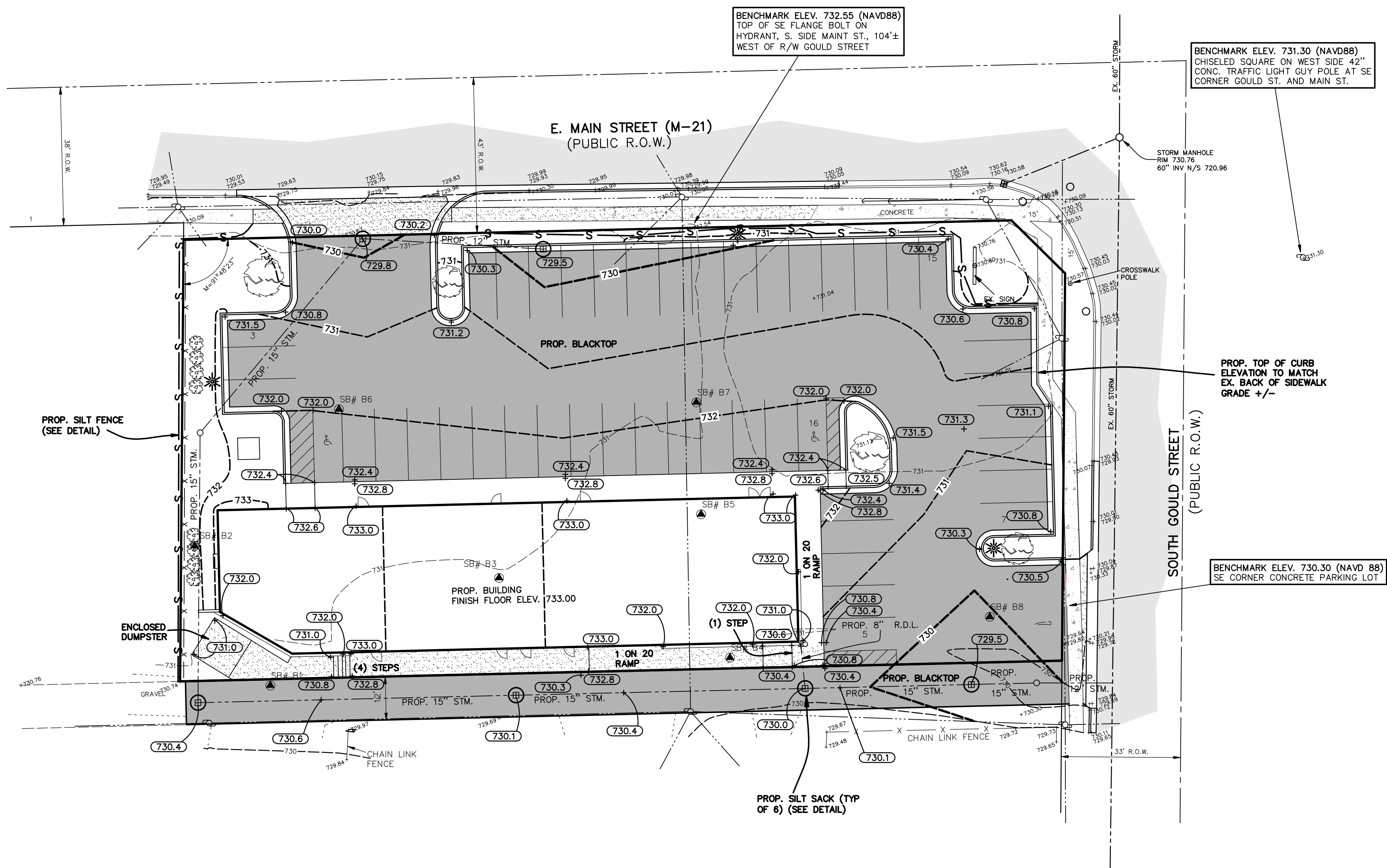
QDOBA/RETAIL SITE RE-DEVELOPMENT AND UTILITY PLAN

FOR: SOUTHWIND RESTAURANTS
109 EAST BROADWAY
MT. PLEASANT, MI 48858
ATTN: KEVIN EGNATUK
IN: PART OF THE NW 1/4, SECTION 19, T7N, R3E,
CITY OF OWOSSO, SHIAWASSEE COUNTY, MICHIGAN

REVISIONS:	DATE:	BY:	APP.:
3/20/15 REV. PER OWNER (JSD)		JSD	
3/10/15 REV. SAN. LATERAL (JSD)		JSD	

DRAWN BY: JSD	PROJ. ENG.: DDG	SHEET 2 of 3
APPROVED BY: DDG	PROJ. SURV.: BMF	
FILE NO.: 141574E	DATE: 3/2/2015	

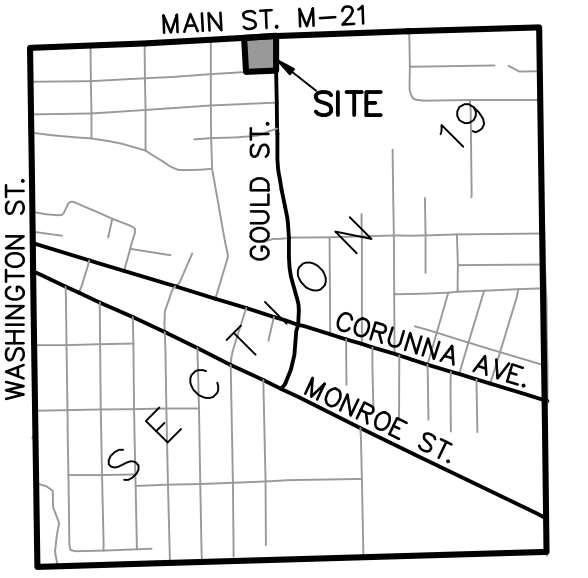
SCALE: 1" = 20'



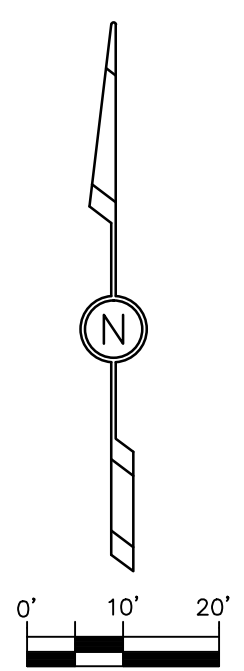
- SOIL EROSION CONTROL NOTES :
1. ALL SOIL EROSION CONTROL MEASURES ARE TO BE IN PLACE PRIOR TO THE START OF ANY GRADING.
 2. INSPECT AND MAINTAIN ALL TEMPORARY SOIL EROSION CONTROLS AFTER EACH SIGNIFICANT RAINFALL AND UNTIL THE SITE HAS BEEN PERMANENTLY STABILIZED.
 3. ALL NON-PAVED SURFACES SHALL BE TOPSOILED WITH MINIMUM OF 4" TOPSOIL AND SEEDDED.
 4. PLACE ALL NEW STORM CATCHBASIN GRATES IN SILT SACKS UNTIL PAVING BEGINS.
 5. PLACE SILT FENCE AS SHOWN ON PLAN AND PER DETAIL.
 6. CONTRACTOR SHALL MINIMIZE TRACKING OF MUD AND SOIL ONTO ROADWAYS.
 7. AREA OF DISTURBANCE IS 0.76 ACRES.



Know what's below.
Call before you dig.



LOCATION MAP



SCALE: 1" = 20'

GRADING AND SOIL EROSION CONTROL PLAN QDOBA/RETAIL SITE RE-DEVELOPMENT AT 910 E. MAIN ST.		
FOR: SOUTHWIND RESTAURANTS 109 EAST BROADWAY MT. PLEASANT, MI 48858 ATTN: KEVIN EGNATUK		
IN: PART OF THE NW 1/4, SECTION 19, T7N, R3E, CITY OF OWOSSO, SHIAWASSEE COUNTY, MICHIGAN		
REVISIONS: _____ _____ _____	<p>planners • engineers • surveyors</p> <p>5252 Clyde Park, S.W. • Grand Rapids, MI 49509 Phone: (616) 531-3660 Fax: (616) 531-2121 www.excelengineering.com</p>	SHEET 3 of 3
5/28/15 REV-BROWNFIELD RE-DEVELOPMENT 3/20/15 REV. PER OWNER (USD)	DRAWN BY: JSD APPROVED BY: DDG FILE NO.: 141574E	PROJ. ENG.: DDG PROJ. SURV.: BMF DATE: 3/2/2015

D:\DC\WMP\910 E MAIN ST\DWG\150415\150415-01.dwg (150415-01.dwg) 3/2/2015 10:00 AM

GENERAL NOTES:

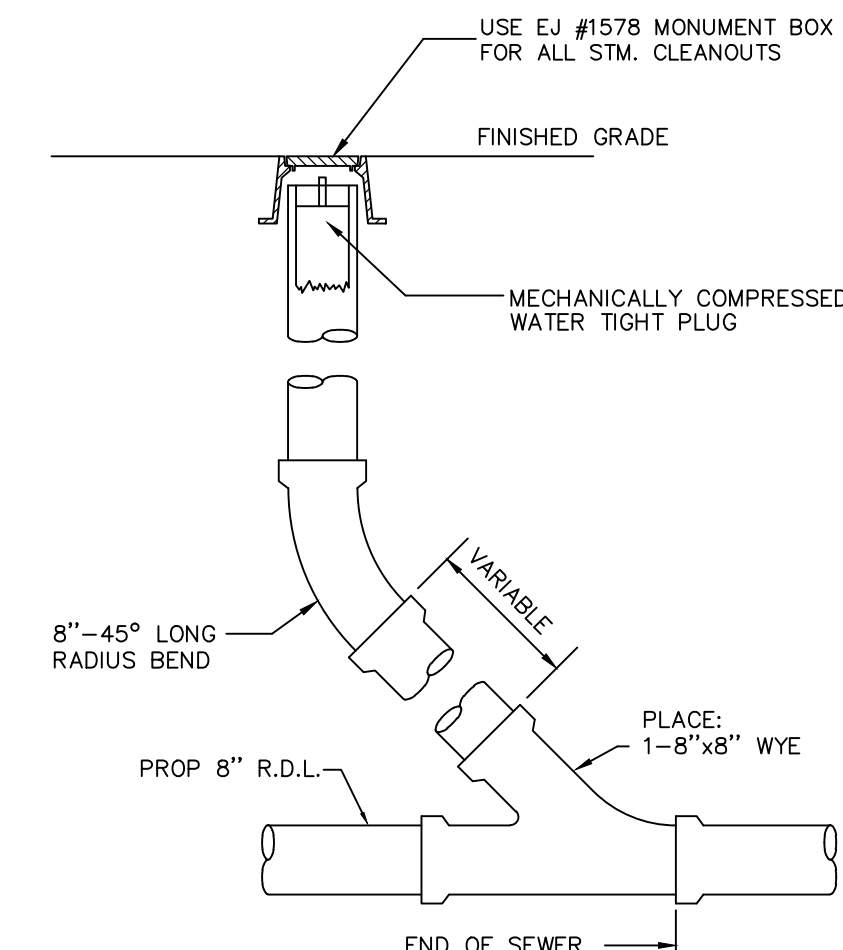
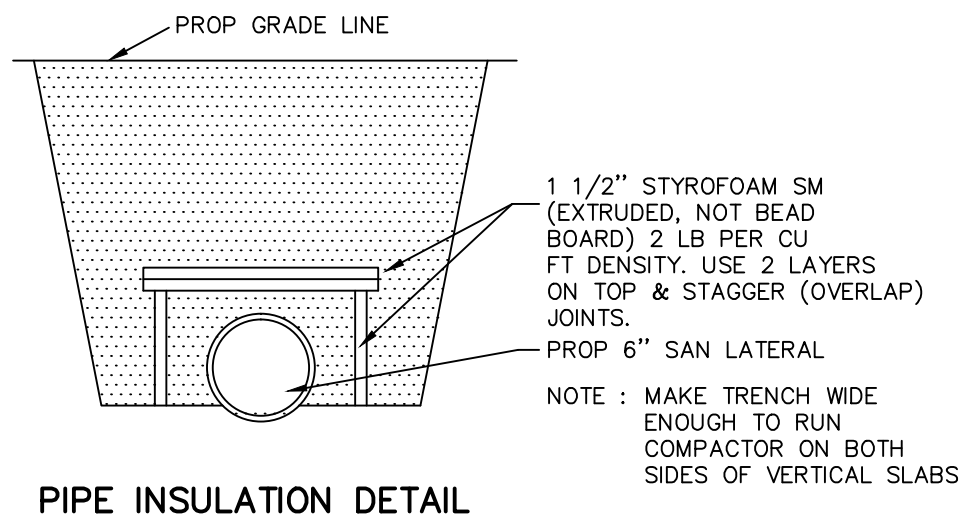
- Legal Description: Lots 83-87, Stafford Gardner & Trankles Central Add. except the N. 10' of said lots and also except a part of Lot 87 beginning at a point on the E. line Lot 87, 25' S. of the NE corner; thence N. on the E. line 15'; thence SE 1/4 to POB.
- This property contains approximately 0.7 acres.
- Existing Zoning - B-4 General Business District
 Building Setback Requirements:
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 Rear yard: Adjacent to R-1, R-2 or RT-1 district: 10 percent of the depth of the lot 13 feet provided to center of alley
- Parking Requirements:
 Restaurant:
 1 per 75 s.f. of useable floor area:
 2800 s.f.-80% useable=2240 s.f. / 75 = 30 spaces
 Retail:
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- Site is in Shiawassee River 100 year floodplain. Floodplain earth fill and compensating floodplain earth cut at 930 Jerome Ave. shall be performed in compliance with the terms and specifications of MDEQ Permit No. 14-78-0006-P issued January 23, 2015.
- Work inside M-21 ROW to be coordinated with MDOT.
- Due diligence must be exercised regarding site environmental conditions as outlined in the global environmental engineering inc. reports dated Aug. 10, 2012 titled: Baseline Environmental Assessment Report and Section 7a Compliance Analysis for the 910 East Main Street Site.
- For existing soils and engineered fill specifications recommendations and light duty asphalt, medium duty asphalt, and concrete section requirements.
 Refer to: Geotechnical Engineering Investigation Report dated March 19, 2015
 W.E.S.I. Project No. 15-0014
 By: Wolverine Engineering & Surveyors, Inc.
 312 North Street
 Mason, MI 48854
 Attn: Dan Wisinski
 Phone: (517) 676-9200
- For Brownfield Re-Development on the site, all construction activities must follow the MDEQ and PM ENVIRONMENTAL INC. requirements and recommendations.
 J. ADAM PATTON, CHMM
 Phone: (517) 325-9867
 Cell: (517) 202-4288
 PM ENVIRONMENTAL, INC.
 3340 Ranger Road
 Lansing, MI 48906

STORM SEWER NOTES:

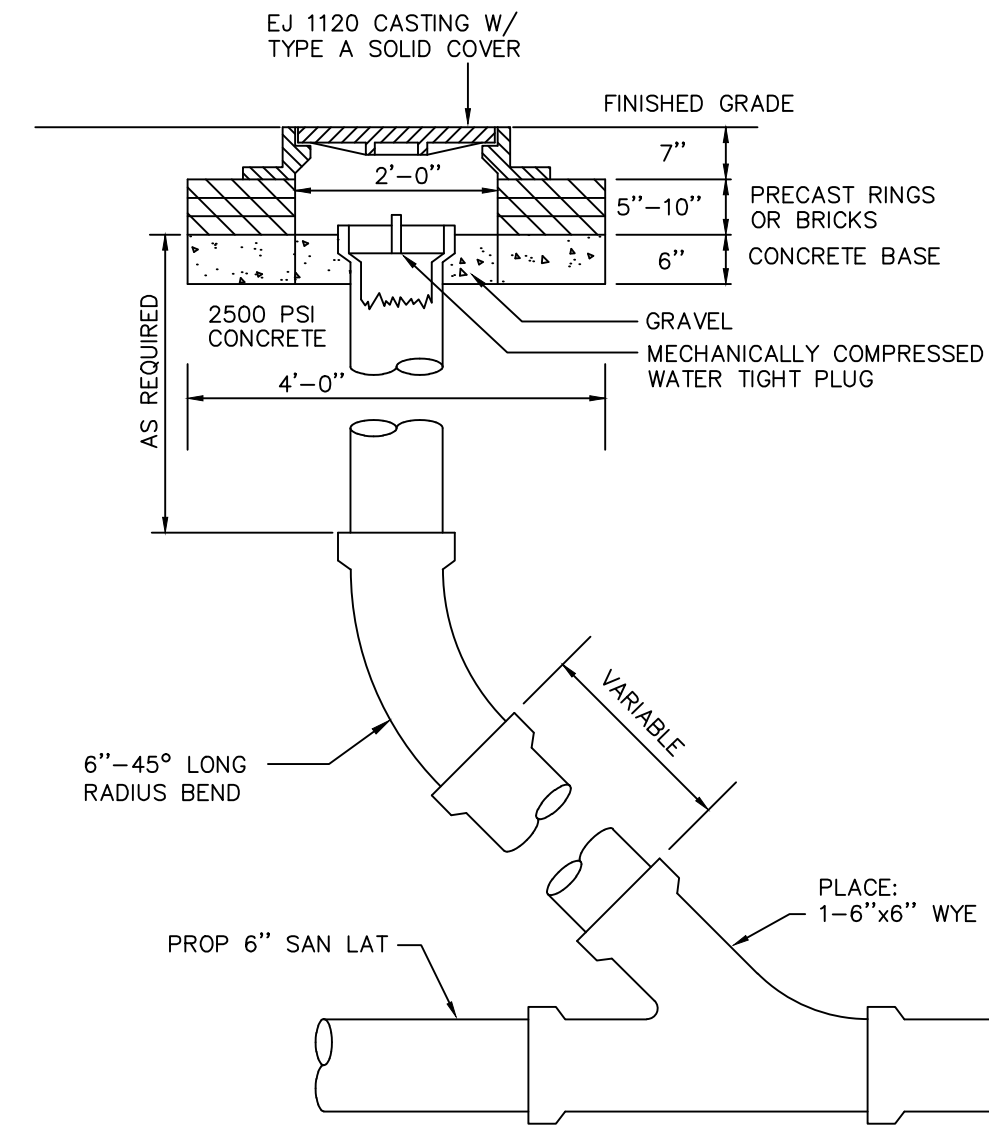
- All storm sewer installation and materials for structures and pipe, including gaskets and seals to follow the requirements and recommendations of the MDEQ and PM ENVIRONMENTAL INC. for the Brownfield Re-Development. See general note No. 11 above.

SANITARY SEWER AND WATERMAIN NOTES:

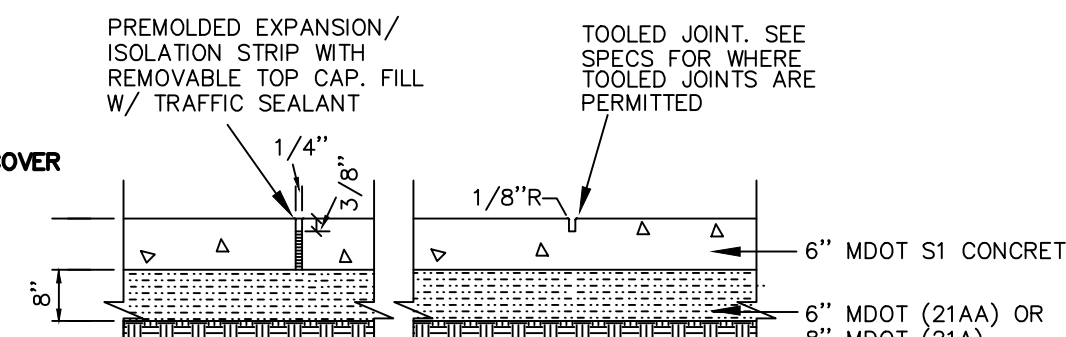
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- Proposed sanitary lateral and water service to have minimum 4 feet of earth cover, unless insulated and approved by the City.



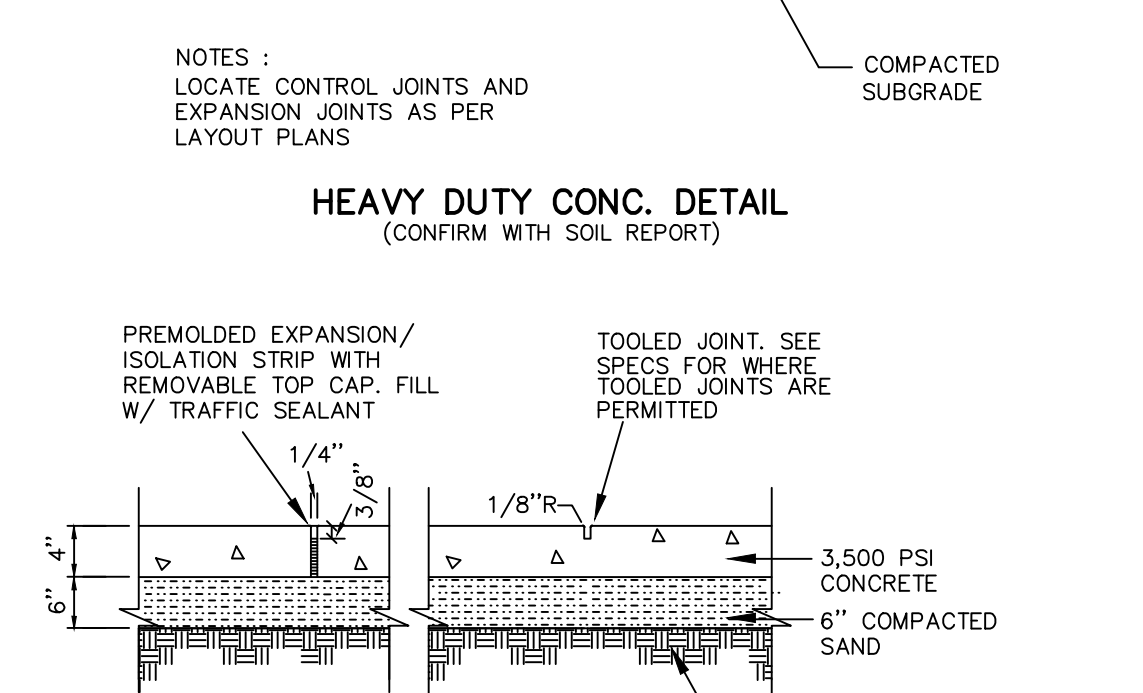
8" ROOF DRAIN LEAD (R.D.L.) CLEANOUT DETAIL



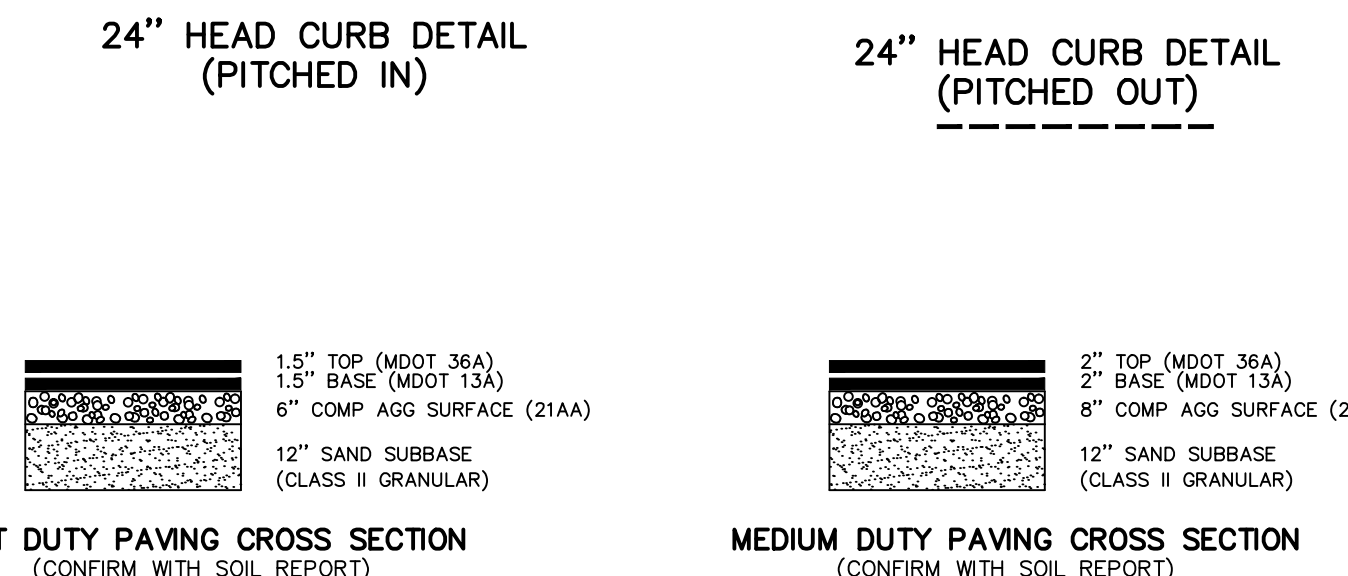
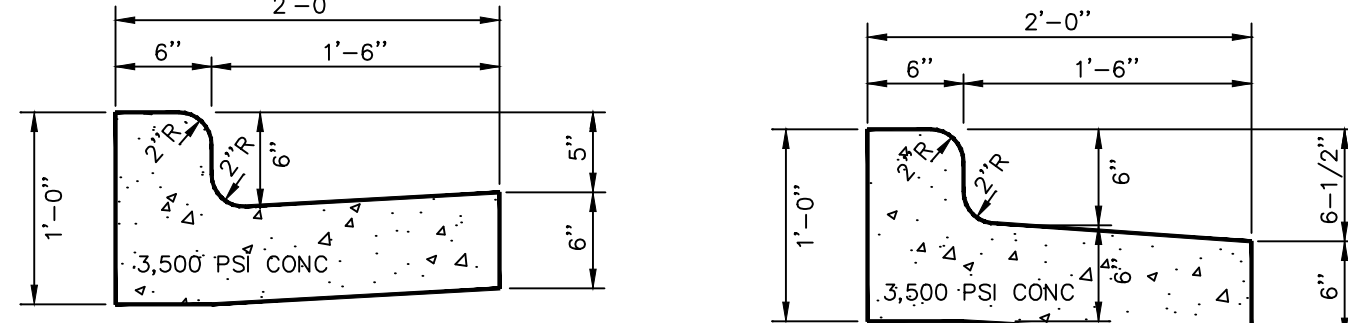
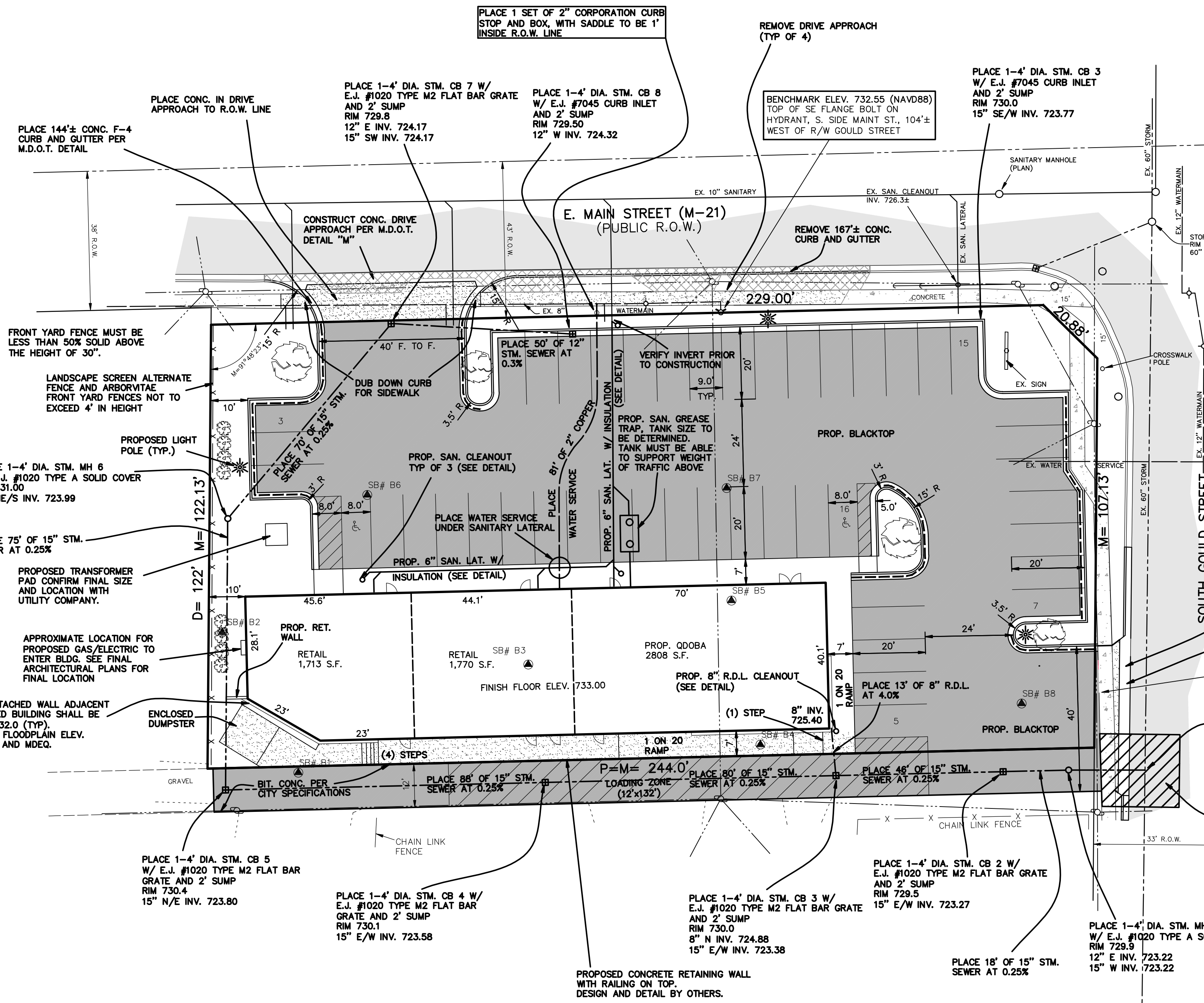
SAN SEWER LATERAL CLEANOUT DETAIL



HEAVY DUTY CONC. DETAIL (CONFIRM WITH SOIL REPORT)



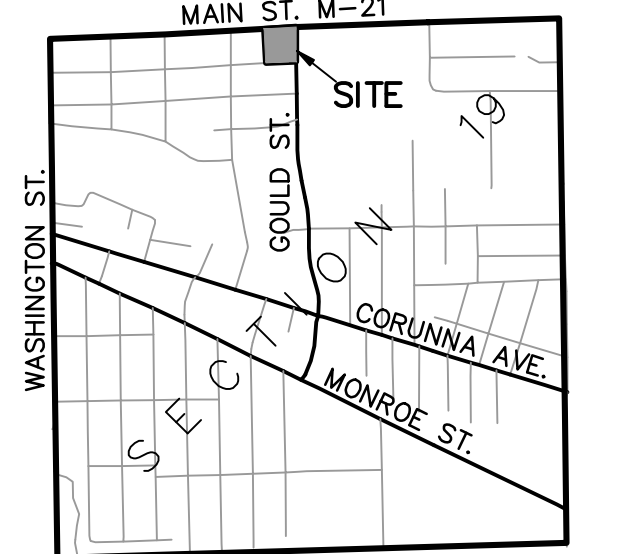
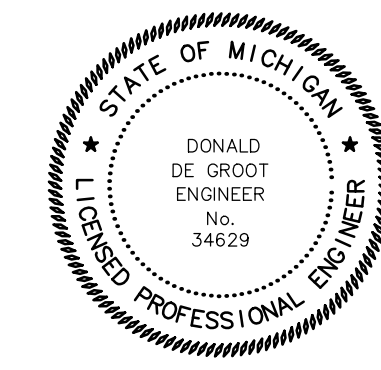
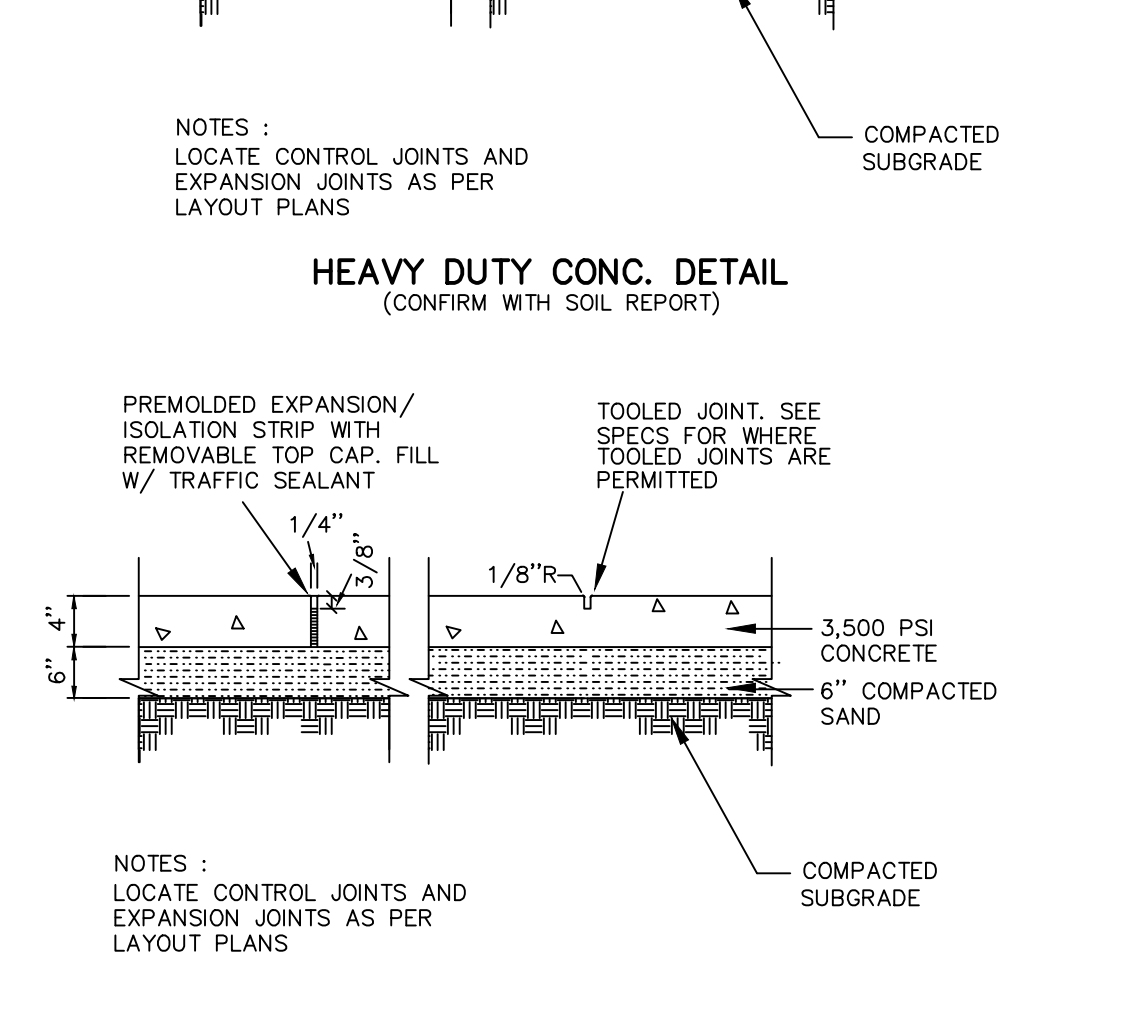
4" CONCRETE WALKWAY DETAIL



LIGHT DUTY PAVING CROSS SECTION (CONFIRM WITH SOIL REPORT)

MEDIUM DUTY PAVING CROSS SECTION (CONFIRM WITH SOIL REPORT)

INTEGRAL CONC WALK/CURB



QDOBA/RETAIL SITE RE-DEVELOPMENT AND UTILITY PLAN

FOR: SOUTHWIND RESTAURANTS
 109 EAST BROADWAY
 MT. PLEASANT, MI 48858
 ATTN: KEVIN EGNATUK

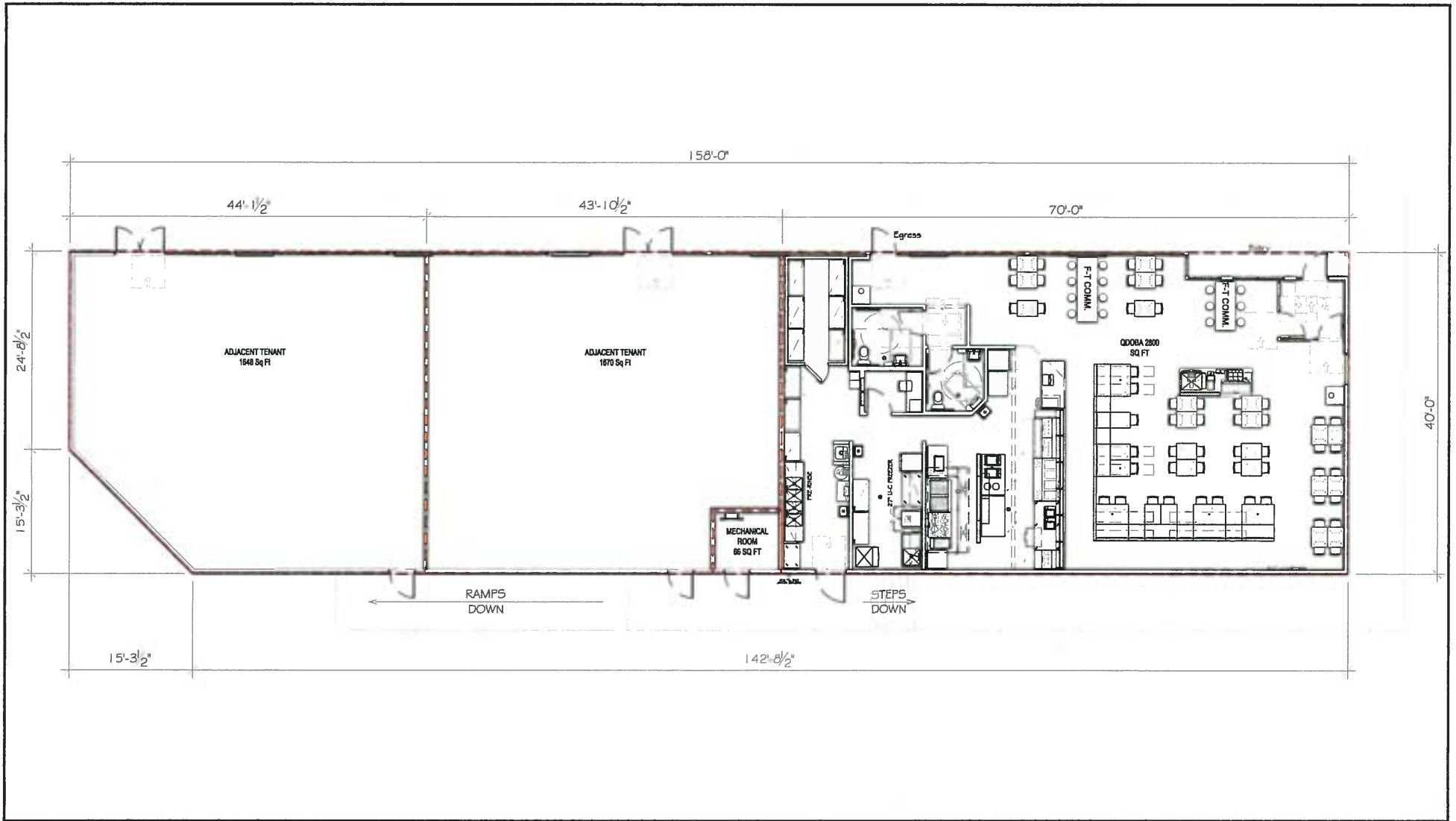
IN: PART OF THE NW 1/4, SECTION 19, T7N, R3E,
 CITY OF OWOSSO, SHIAWASSEE COUNTY, MICHIGAN

REVISIONS:

5/28/15 REV.-BROWNFIELD RE-DEVELOPMENT	DRAWN BY: JSD	PROJ. ENG.: DDG
3/20/15 REV. PER OWNER (USD)	APPROVED BY: DDG	PROJ. SURV.: BMF
3/10/15 REV. SAN. LATERAL (USD)	FILE NO.: 141574E	DATE: 3/2/2015

www.exxelengineering.com

5252 Clyde Park, S.W. • Grand Rapids, MI 49509
 Phone: (616) 531-3660 Fax: (616) 531-2121



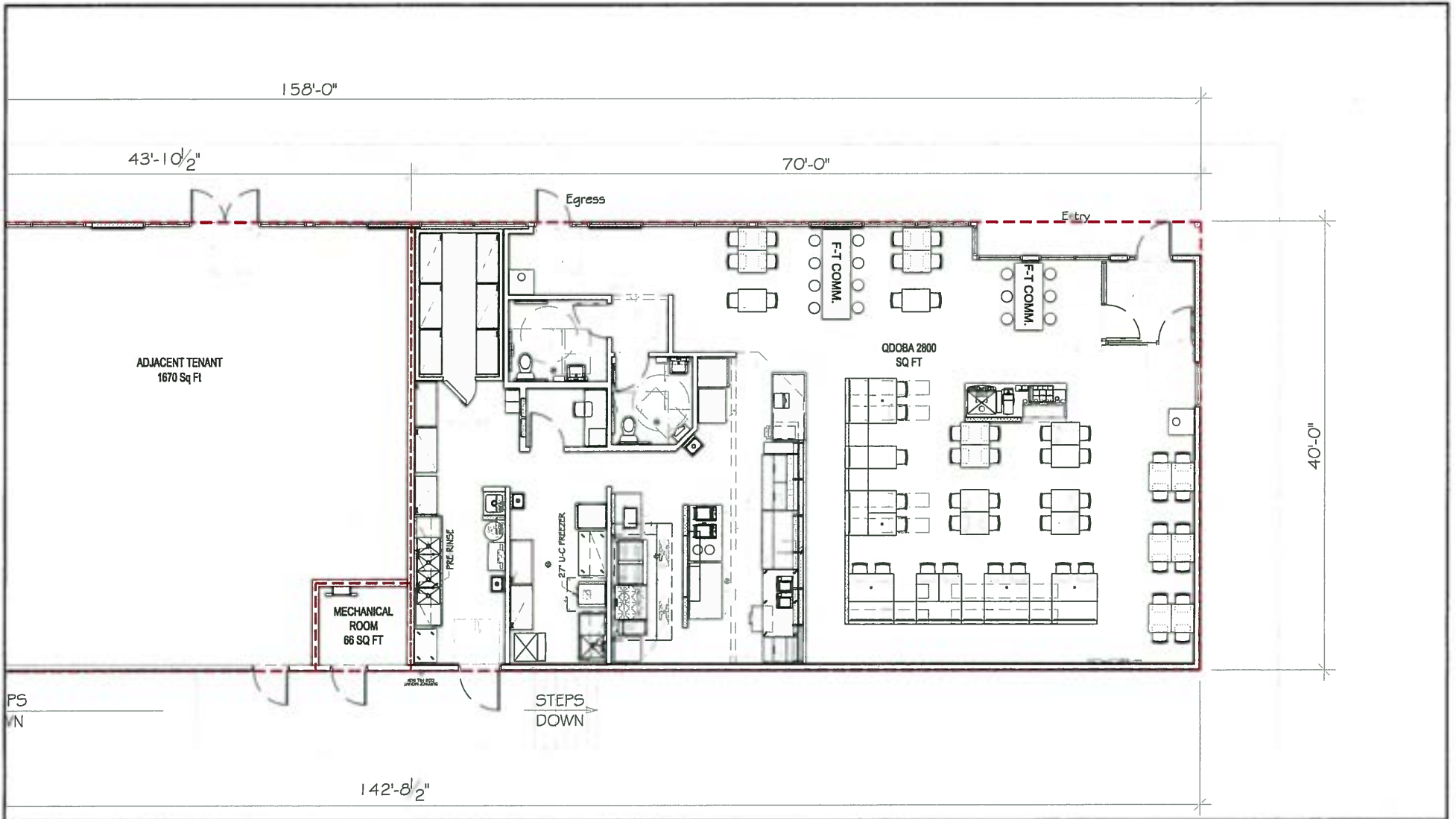
PROJ. NO.: 14-00	LOD 6191 Sq Ft	OWNER / TENANT: Johnroe								
DATE: 01/22/15										
SHEET # 005										
<table border="1"> <tr> <td>ISSUED</td> <td>REVISED</td> <td>DATE</td> <td>BY</td> </tr> <tr> <td>2/10</td> <td></td> <td></td> <td></td> </tr> </table>	ISSUED	REVISED	DATE	BY	2/10				Multi-Tenant Building Owosso, MI	SCALE: N.T.S.
ISSUED	REVISED	DATE	BY							
2/10										

THIS SCHEMATIC WAS PRODUCED FROM INFORMATION PROVIDED. A SITE SURVEY SHOULD BE COMPLETED TO VERIFY EXISTING CONDITIONS

LENNER DESIGN GROUP, INC.



158 WEST MAIN ST.
LENA, IL 61048
PH: 815-369-9155
FAX: 815-369-4495
WWW.LENNERDESIGN.COM



PROJ. NO. 1440	Schematic
DATE 01/22/15	2800 Sq Ft 80 Seats
SHEET # 005	

QDOBA
Multi-Tenant Building
Owosso, MI

OWNER / TENANT: Johnroe
SCALE: 1/8" = 1'-0"



THIS SCHEMATIC WAS PRODUCED FROM INFORMATION PROVIDED. A SITE SURVEY SHOULD BE COMPLETED TO VERIFY EXISTING CONDITIONS

UNILE Design Group
158 WEST MAIN ST.
LENA, IL 61048
PH: 815-369-9135
FAX: 815-369-4485
WWW.LENADesign.COM

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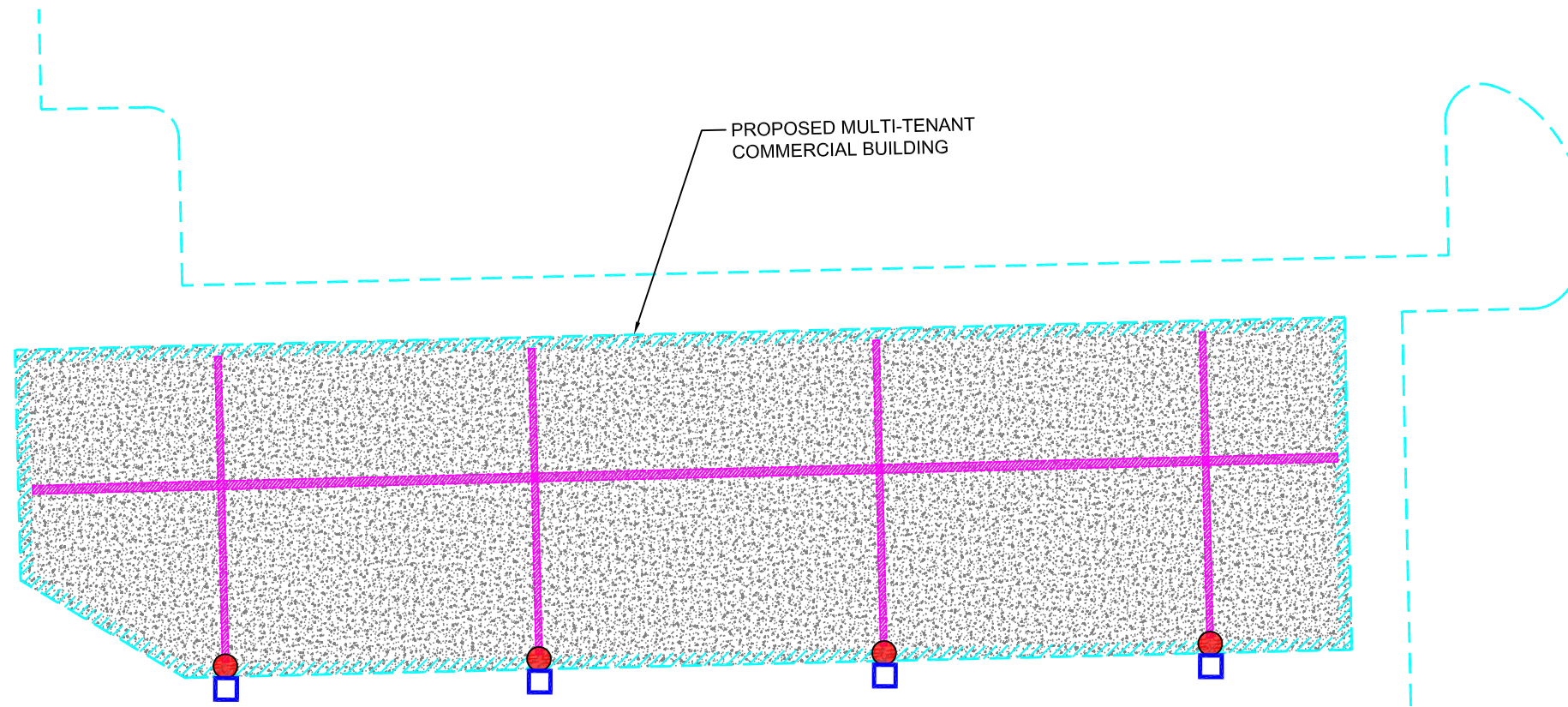
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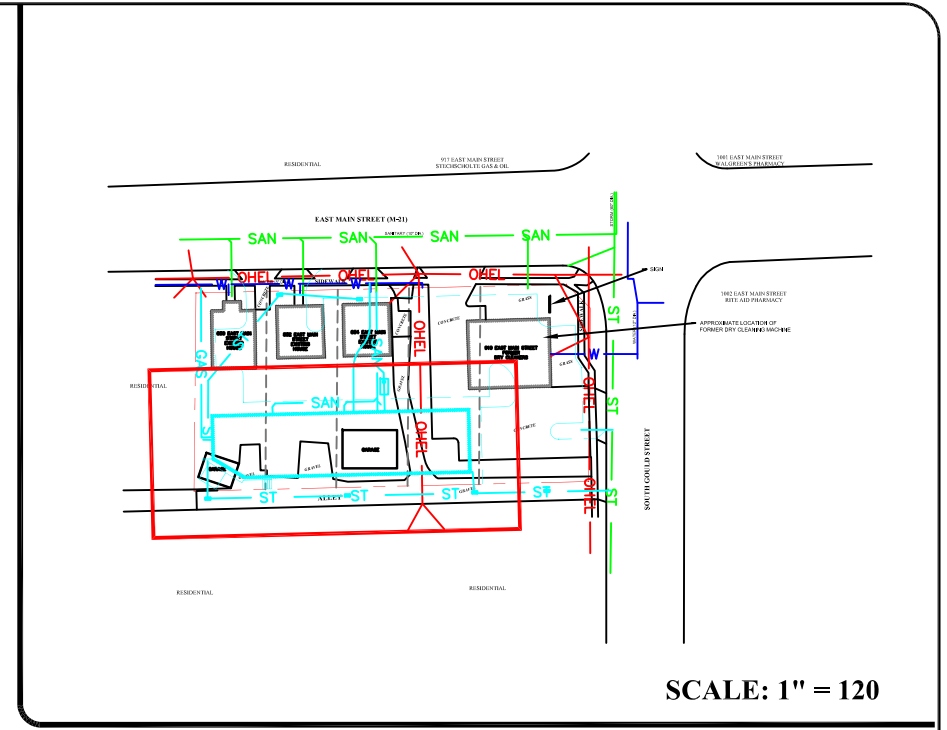
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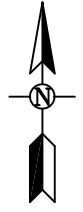
PROPOSED MULTI-TENANT
COMMERCIAL BUILDING



SCALE: 1" = 120

LEGEND:

- SUBJECT PROPERTY
- W WATER
- SAN SANITARY SEWER
- ST STORM SEWER
- OHEL OVERHEAD ELECTRIC LINE
- PARCEL / LOT BOUNDARIES
- PROPOSED SITE FEATURES
- W PROPOSED WATER
- SAN PROPOSED SANITARY SEWER
- ST PROPOSED STORM SEWER
- GAS PROPOSED GAS
- CONCRETE PAVEMENT
- VAPOR VENT SOIL GAS COLLECTION PIPING
- VAPOR BARRIER VENT RISER (SEE NOTES 1 AND 2)
- VAPOR BARRIER SYSTEM TEST PORT (SEE NOTE 3)



- NOTE (1) ALL VAPOR BARRIER VENT PIPING TO BE EQUIPPED WITH LABELS IDENTIFYING THEM AS VAPOR MITIGATION SYSTEM COMPONENTS. THIS INCLUDES ALL VERTICAL RISERS ABOVE THE ROOF LINE.
- NOTE (2) ALL VAPOR BARRIER VENT RISER OUTLETS WILL BE INSTALLED VERTICALLY AND WILL BE EQUIPPED WITH SHUTOFF VALVES AND RAIN CAPS.
- NOTE (3) VAPOR BARRIER TEST PORTS WILL BE INSTALLED AT THE SOUTH BUILDING WALL AND WILL BE INSTALLED IN-LINE WITH SHUTOFF VALVES LOCATED ABOVE THE PORT ORIFICE.



**Environmental
& Engineering
Services**

FIGURE C1
PROPOSED VAPOR BARRIER LAYOUT

PROJ: COMMERCIAL PROPERTY
830, 832, 834, AND 910 EAST MAIN STREET
OWOSSO, MI

THIS IS NOT A LEGAL SURVEY	DRN BY: CS	DATE: 5/7/2015	
VERIFY SCALE	CHKD BY: AP	SCALE: 1" = 20'	
0 XXXXXXXXXX 20'	FILE NAME:	01-5363-0-001FC1R00	
IF NOT 1" ON THIS SHEET, ADJUST SCALES ACCORDINGLY.			



April 28, 2015

Adam Patton
Manager – Site Investigation Services
PM Environmental
3340 Ranger Road
Lansing, MI 48906

Re: Qdoba Retail – Owosso, MI – Geo-Seal® Site Compatibility

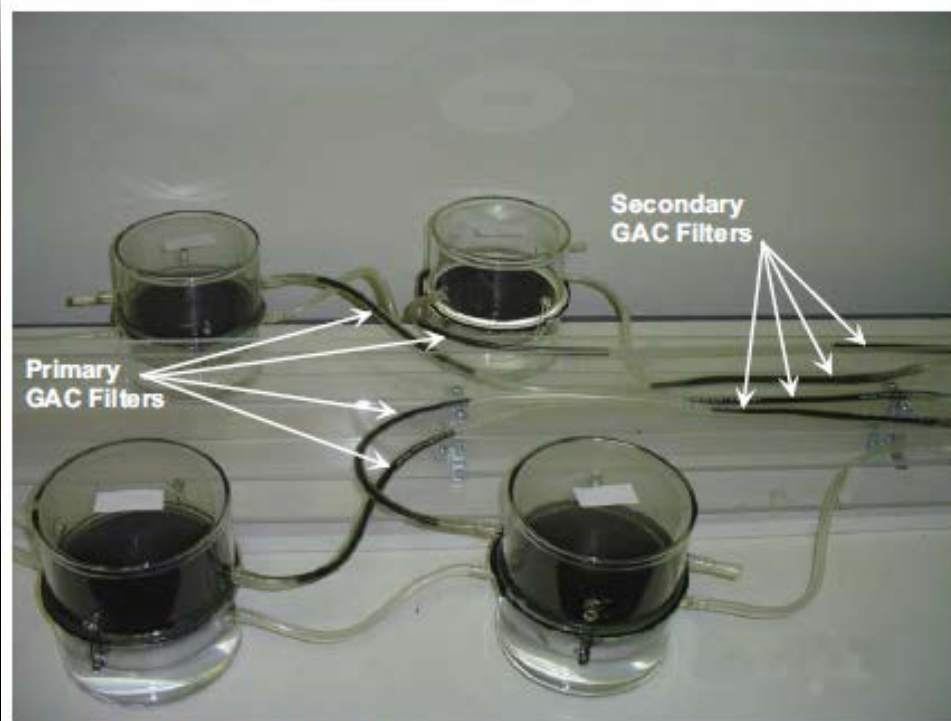
Dear Mr. Patton,

Upon review of the soil concentrations of PCE and an attachment provided from Global Environmental Engineering Inc. with soil boring data for the above referenced site, Land Science recommends the use of the FILM 11 base layer to be used in lieu of the Geo-Seal BASE layer. The FILM 11 base layer is an 11 mil cross laminated HDPE sheet which will provide additional chemical resistance protection per the site conditions. Therefore, Land Science Technologies verifies compatibility of the Geo-Seal system for the site and will approve warranty upon request.

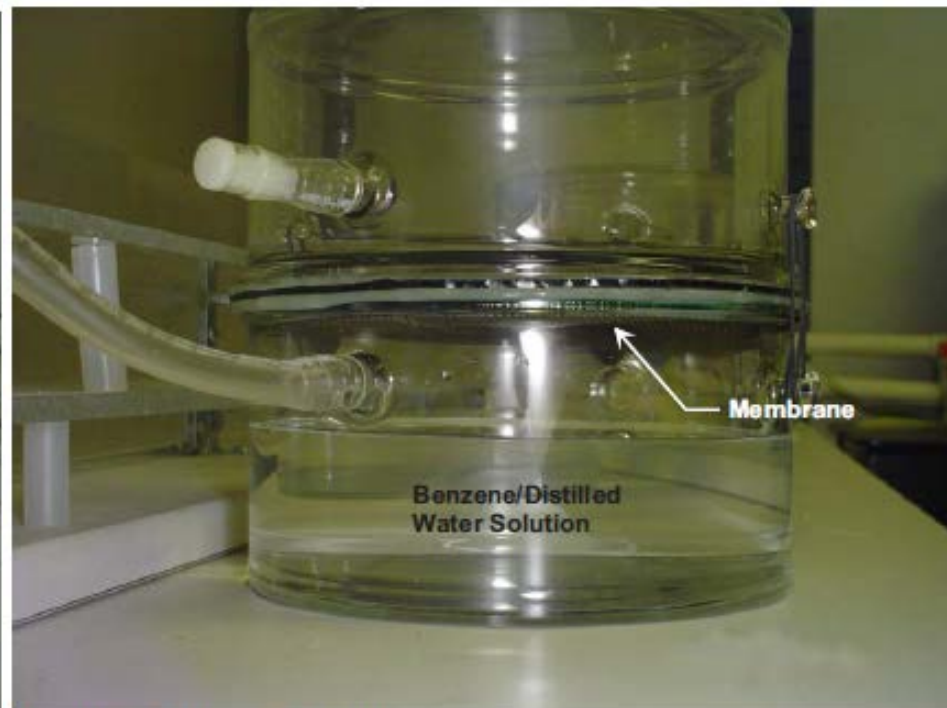
Sincerely,

Adam Richards, PE
Central Region Technical Manager
arichards@landsciencetech.com
M: 312.515.1935

GeoKinetics Method



Overview of Diffusion Test Chambers



Close-Up of Diffusion Test Chamber

Diffusion Rates ~ PCE

Product	Contaminant	Test Concentration	Result
Liquid Boot	PCE	6,000 mg/m ³	2.74 x 10 ⁻¹⁴ m ² /sec
Liquid Boot Plus	PCE	120,000 mg/m ³	3.1 x 10 ⁻¹⁶ m ² /sec
Geo-Seal	PCE	90,000 mg/m³	4.0 x 10⁻¹⁷ m²/sec

Diffusion Rates ~ Benzene

Product	Contaminant	Test Concentration	Result
Liquid Boot	Benzene	43,000 ppm	$3.35 \times 10^{-11} \text{ m}^2/\text{sec}$
Liquid Boot Plus	Benzene	Not reported	$4.5 \times 10^{-15} \text{ m}^2/\text{sec}$
Geo-Seal	Benzene	125,500 ppm	$6.9 \times 10^{-16} \text{ m}^2/\text{sec}$

Geo-Seal® FILM-11 Layer

The Geo-Seal™ FILM-11 layer is comprised of a high strength, cross laminated HDPE membrane (Class A Rating). The FILM-11 layer is installed over the substrate and the cross laminated HDPE provides the ideal surface for the application of the Geo-Seal CORE component. The FILM-11 layer can be used in lieu of, or in addition to, the standard Geo-Seal BASE layer to increase the performance of the standard Geo-Seal system or to meet the project needs.

PROPERTIES	TEST METHOD	Geo-Seal FILM-11
Film Thickness		11 mil
Classification	ASTM E 1745-09	Exceed Class A,B and C
Tensile	ASTM E 154-93	50 lbs / in
Puncture Resistance	ASTM D 1709	2400 grams
Water Vapor Permeance	ASTM E 96	0.020 Perms
Life Expectancy	ASTM E 154-93	Indefinite
Chemical Resistance	ASTM E 154-93	Excellent
Packaging: 12.75'x200'		

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Geo-Seal® Vapor Intrusion Barrier
02 56 19.13
Fluid-Applied Gas Barrier
Version 1.4

Note: If membrane will be subjected to hydrostatic pressure, please contact Land Science Technologies™ for proper recommendations.

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the contract, including general and supplementary conditions and Division 1 specification sections, apply to this section.

1.2 SUMMARY

- A. This section includes the following:
 - 1. Substrate preparation:
 - 2. Vapor intrusion barrier components:
 - 3. Seam sealer and accessories.
- B. Related Sections: The following sections contain requirements that relate to this section:
 - 1. Division 2 Section "Earthwork", "Pipe Materials", "Sub-drainage Systems", "Gas Collection Systems":
 - 2. Division 3 Section "Cast-in-Place Concrete" for concrete placement, curing, and finishing:
 - 3. Division 5 Section "Expansion Joint Cover Assemblies", for expansion-joint covers assemblies and installation.

1.3 PERFORMANCE REQUIREMENTS

- A. General: Provide a vapor intrusion barrier system that prevents the passage of methane gas and/or volatile organic compound vapors and complies with physical requirements as demonstrated by testing performed by an independent testing agency of manufacturer's current vapor intrusion barrier formulations and system design.

1.4 SUBMITTALS

- A. Submit product data for each type of vapor intrusion barrier, including manufacturer's printed instructions for evaluating and preparing the substrate, technical data, and tested physical and performance properties.
- B. Project Data - Submit shop drawings showing extent of vapor intrusion barrier, including details for overlaps, flashing, penetrations, and other termination conditions.
- C. Samples – Submit representative samples of the following for approval:
 - 1. Vapor intrusion barrier components.
- D. Certified Installer Certificates – Submit certificates signed by manufacturer certifying that installers comply with requirements under the "Quality Assurance" article.

1.5 QUALITY ASSURANCE

- A. Installer Qualifications: Engage an experienced installer who has been trained and certified in writing by the membrane manufacturer, Land Science Technologies™ for the installation of the Geo-Seal® System.
- B. Manufacturer Qualification: Obtain vapor intrusion barrier materials and system components from a single manufacturer source Land Science Technologies.
- C. Field Sample: Apply vapor intrusion barrier system field sample to 100 ft² (9.3 m²) of field area demonstrate application, detailing, thickness, texture, and standard of workmanship.
 - 1. Notify engineer or special inspector one week in advance of the dates and times when field sample will be prepared.
 - 2. If engineer or special inspector determines that field sample, does not meet requirements, reapply field sample until field sample is approved.
 - 3. Retain and maintain approved field sample during construction in an undisturbed condition as a standard for judging the completed methane and vapor intrusion barrier. An undamaged field sample may become part of the completed work.
- D. Pre-installation Conference: A pre-installation conference shall be held prior to application of the vapor intrusion barrier system to assure proper site and installation conditions, to include contractor, applicator, architect/engineer, other trades influenced by vapor intrusion barrier installation and special inspector (if any).

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Deliver materials to project site as specified by manufacturer labeled with manufacturer's name, product brand name and type, date of manufacture, shelf life, and directions for storing and mixing with other components.
- B. Store materials as specified by the manufacturer in a clean, dry, protected location and within the temperature range required by manufacturer. Protect stored materials from direct sunlight. If freezing temperatures are expected, necessary steps should be taken to prevent the freezing of the Geo-Seal CORE and Geo-Seal CORE Detail components.
- C. Remove and replace material that cannot be applied within its stated shelf life.

1.7 PROJECT CONDITIONS

- A. Protect all adjacent areas not to be installed on. Where necessary, apply masking to prevent staining of surfaces to remain exposed wherever membrane abuts to other finish surfaces.
- B. Perform work only when existing and forecasted weather conditions are within manufacturer's recommendations for the material and application method used.
- C. Minimum clearance of 24 inches is required for application of product. For areas with less than 24-inch clearance, the membrane may be applied by hand using Geo-Seal CORE Detail.
- D. Ambient temperature shall be within manufacturer's specifications. (Greater than +45°F/+7°C.) Consult manufacturer for the proper requirements when desiring to apply Geo-Seal CORE below 45°F/7°C.
- E. All plumbing, electrical, mechanical and structural items to be under or passing through the vapor intrusion barrier system shall be positively secured in their proper positions and appropriately protected prior to membrane application.
- F. Vapor intrusion barrier shall be installed before placement of fill material and reinforcing steel. When not possible, all exposed reinforcing steel shall be masked by general contractor prior to membrane application.
- G. Stakes used to secure the concrete forms **shall not penetrate** the vapor intrusion barrier system after it has been installed. If stakes need to puncture the vapor intrusion barrier system after it has been installed, the necessary repairs need to be made by a certified Geo-Seal applicator. To confirm the staking procedure is in agreement with the manufacturer's recommendation, contact Land Science Technologies.

1.8 WARRANTY

- A. General Warranty: The special warranty specified in this article shall not deprive the owner of other rights the owner may have under other provisions of the contract documents, and shall be in addition to, and run concurrent with, other warranties made by the contractor under requirements of the contract documents.
- B. Special Warranty: Submit a written warranty signed by vapor intrusion barrier manufacturer agreeing to repair or replace vapor intrusion barrier that does not meet requirements or that does not remain methane gas and/or volatile organic compound vapor tight within the specified warranty period. Warranty does not include failure of vapor intrusion barrier due to failure of substrate prepared and treated according to requirements or formation of new joints and cracks in the attached to structures that exceed 1/16 inch (1.58 mm) in width.
 - 1. Warranty Period: 1 year after date of substantial completion.
- C. Additional warranties are available upon request to the manufacturer.

PART 2 – PRODUCTS

2.1 MANUFACTURERS

- A. Geo-Seal; Land Science Technologies™, San Clemente, CA. (949) 481-8118
 - 1. Geo-Seal BASE sheet layer
 - 2. Geo-Seal CORE spray layer and Geo-Seal CORE Detail
 - 3. Geo-Seal BOND protection layer

2.2 VAPOR INTRUSION BARRIER SPRAY MATERIALS

- A. Fluid applied vapor intrusion barrier system – Geo-Seal CORE; a single course, high build, polymer modified, asphalt emulsion. Waterborne and spray applied at ambient temperatures. A nominal thickness of 60 dry mils, unless specified otherwise. Non-toxic and odorless. Geo-Seal CORE Detail has similar properties with greater viscosity and is roller or brush applied. Manufactured by Land Science Technologies.

B. Fluid applied vapor intrusion barrier physical properties.

Geo-Seal CORE – TYPICAL CURED PROPERTIES

Properties	Test Method	Results
Tensile Strength - CORE only	ASTM 412	32 psi
Tensile Strength - Geo-Seal System	ASTM 412	662 psi
Elongation	ASTM 412	4140%
Resistance to Decay	ASTM E 154 Section 13	4% Perm Loss
Accelerated Aging	ASTM G 23	No Effect
Moisture Vapor Transmission	ASTM E 96	.026 g/ft ² /hr
Hydrostatic Water Pressure	ASTM D 751	26 psi
Perm rating	ASTM E 96 (US Perms)	0.21
Methane transmission rate	ASTM D 1434	Passed
Adhesion to Concrete & Masonry	ASTM C 836 & ASTM C 704	11 lbf./inch
Hardness	ASTM C 836	80
Crack Bridging	ASTM C 836	No Cracking
Heat Aging	ASTM D 4068	Passed
Environmental Stress Cracking	ASTM D 1693	Passed
Oil Resistance	ASTM D543	Passed
Soil Burial	ASTM D 4068	Passed
Low Temp. Flexibility	ASTM C 836-00	No Cracking at -20°C
Resistance to Acids:		
Acetic		30%
Sulfuric and Hydrochloric		13%
Temperature Effect:		
Stable		248°F
Flexible		13°F

Geo-Seal CORE Detail – TYPICAL CURED PROPERTIES

Properties	Test Method	Results
Tensile Strength	ASTM 412	32 psi
Elongation	ASTM 412	3860%
Resistance to Decay	ASTM E 154 Section 13	9% Perm Loss
Accelerated Aging	ASTM G 23	No Effect
Moisture Vapor Transmission	ASTM E 96	.026 g/ft ² /hr
Hydrostatic Water Pressure	ASTM D 751	28 psi
Perm rating (US Perms)	ASTM E 96	0.17
Methane transmission rate	ASTM D 1434	Passed
Adhesion to Concrete & Masonry	ASTM C 836	7 lbf./inch
Hardness	ASTM C 836	85
Crack Bridging	ASTM C 836	No Cracking
Low Temp. Flexibility	ASTM C 836-00	No Cracking at -20°C
Resistance to Acids:		
Acetic		30%
Sulfuric and Hydrochloric		13%
Temperature Effect:		
Stable		248°F
Flexible		13°F

2.3 VAPOR INTRUSION BARRIER SHEET MATERIALS

- A. The Geo-Seal BASE layer and Geo-Seal BOND layer are chemically resistant sheets comprised of a 5 mil high density polyethylene sheet thermally bonded to a 3 ounce non woven geotextile.
- B. Sheet Course Usage
 1. As foundation base layer, use Geo-Seal BASE course and/or other base sheet as required or approved by the manufacturer.
 2. As top protective layer, use Geo-Seal BOND layer and/or other protection as required or approved by the manufacturer.
- C. Geo-Seal BOND and Geo-Seal BASE physical properties.

Properties	Test Method	Results
Film Thickness		5 mil
Composite Thickness		18 mil
Water Vapor Permeability	ASTM E 96	0.214
Adhesion to Concrete	ASTM D 1970	9.2 lbs/inch ²
Dart Impact	ASTM D 1790	>1070 gms, method A
		594 gms, method B
Puncture Properties Tear	ASTM B 2582 MD	11,290 gms
	ASTM B 2582 TD	13,150 gms

2.4 AXILLARY MATERIALS

- A. Geo-Seal FILM-11 may be used in lieu of, or in addition to, the standard Geo-Seal BASE and Geo-Seal BOND material when project conditions require a higher level of chemical resistance or greater durability is required. Contact Land Science Technologies for the proper recommendation and approval.

Properties	Test Method	Results
Film Thickness		11 mil
Classification	ASTM E 1745-09	Exceed Class A,B and C
Tensile	ASTM E 154-93	45 lbs / in
Puncture Resistance	ASTM D 1709	2400 grams
Water Vapor Permeance	ASTM E 96	0.020 Perms
Life Expectancy	ASTM E 154-93	Indefinite
Chemical Resistance	ASTM E 154-93	Excellent

- B. Sheet Flashing: 60-mil reinforced modified asphalt sheet good with double-sided adhesive.
- C. Reinforcing Strip: Manufacturer's recommended polypropylene and polyester fabric.
- D. Gas Venting Materials: Geo-Seal Vapor-Vent or Geo-Seal Vapor-Vent Poly, and associated fittings.
- E. Seam Detailing Sealant Mastic: Geo-Seal CORE Detail, a high or medium viscosity polymer modified water based asphalt material.
1. Back Rod: Closed-cell polyethylene foam.

PART 3 – EXECUTION

3.1 AUXILIARY MATERIALS

- A. Examine substrates, areas, and conditions under which vapor intrusion barrier will be applied, with installer present, for compliance with requirements. Do not proceed with installation until unsatisfactory conditions have been corrected.

3.2 SUBGRADE SURFACE PREPARATION

- A. Verify substrate is prepared according to manufacturer's recommendations. On a horizontal surface, the substrate should be free from material that can potentially puncture the vapor intrusion barrier. Additional protection or cushion layers might be required if the earth or gravel substrate contains too many jagged points and edges that could puncture one or more of the system components. Contact manufacturer to confirm substrate is within manufactures recommendations.
- B. Geo-Seal can accommodate a wide range of substrates, including but not limited to compacted earth, sand, aggregate, and mudslabs.
1. Compacted Earth: Remove pieces of debris, gravel and/or any other material that can potentially puncture the Geo-Seal BASE. Remove any debris from substrate that can potentially puncture the Geo-Seal system prior to application.
 2. Sand: A sand subgrade requires no additional preparation, provided any material that can potentially puncture the Geo-Seal BASE layer is not present.
 3. Aggregate: Contact the manufacturer to ensure the aggregate layer will not be detrimental to the membrane. **The gravel layer must be compacted and rolled flat.** Ideally a ¾" minus gravel layer with rounded edges should be specified; however the Geo-Seal system can accommodate a wide variety of different substrates. Contact Land Science Technologies if there are questions regarding the compatibility of Geo-Seal and the utilized substrate. Exercise caution when specifying pea gravel under the membrane, if not compacted properly, pea gravel can become an unstable substrate.
 4. Mudslabs: The use of a mubslab under the Geo-Seal system is acceptable, contact Land Science Technologies for job specific requirements.
- C. Mask off adjoining surface not receiving the vapor intrusion barrier system to prevent the spillage or over spray affecting other construction.

- D. Earth, sand or gravel subgrades should be prepared and compacted to local building code requirements.

3.3 CONCRETE SURFACE PREPARATION

- A. Clean and prepare concrete surface to manufacturer's recommendations. In general, only apply the Geo-Seal CORE material to dry, clean and uniform substrates. Concrete surfaces must be a light trowel, light broom or equivalent finish. Remove fins, ridges and other projections and fill honeycomb, aggregate pockets, grout joints and tie holes, and other voids with hydraulic cement or rapid-set grout. It is the applicator's responsibility to point out unacceptable substrate conditions to the general contractor and ensure the proper repairs are made.
- B. When applying the Geo-Seal CORE or Geo-Seal CORE Detail material to concrete it is important to not apply the product over standing water. Applying over standing water will result in the membrane not setting up properly on the substrate
- C. Surfaces may need to be wiped down or cleaned prior to application. This includes, but is not limited to, the removal of forming oils, concrete curing agents, dirt accumulation, and other debris. Contact form release agent manufacturer or concrete curing agent manufacturer for VOC content and proper methods for removing the respective agent.
- D. Applying the Geo-Seal CORE to "green" concrete is acceptable and can be advantageous in creating a superior bond to the concrete surface. To help reduce blistering, apply a primer coat of only the asphalt component of the Geo-Seal CORE system. Some blistering of the membrane will occur and may be more severe on walls exposed to direct sunlight. Blistering is normal and will subside over time. Using a needle nose depth gauge confirm that the specified mil thickness has been applied.

3.4 PREPARATIONS AND TREATMENT OF TERMINATIONS

- A. Prepare the substrate surface in accordance with Section 3.3 of this document. Concrete surfaces that are not a light trowel, light broom or equivalent finish, will need to be repaired.
- B. Terminations on horizontal and vertical surfaces should extend 6" onto the termination surface. Job specific conditions may prevent a 6" termination. In these conditions, contact manufacturer for recommendations.
- C. Apply 30 mils of Geo-Seal CORE to the terminating surface and then embed the Geo-Seal BASE layer by pressing it firmly into the Geo-Seal CORE layer. Next, apply 60 mils of Geo-Seal CORE to the BASE layer. When complete, apply the Geo-Seal BOND layer. After the placement of the Geo-Seal BOND layer is complete, apply a final 30 mil seal of the Geo-Seal CORE layer over the edge of the termination. For further clarification, refer to the termination detail provided by manufacturer.
- D. The stated termination process is appropriate for terminating the membrane onto exterior footings, pile caps, interior footings and grade beams. When terminating the membrane to stem walls or vertical surfaces the same process should be used.

3.5 PREPARATIONS AND TREATMENT OF PENETRATIONS

- A. All pipe penetrations should be securely in place prior to the installation of the Geo-Seal system. Any loose penetrations should be secured prior to Geo-Seal application, as loose penetrations could potentially exert pressure on the membrane and damage the membrane after installation.
- B. To properly seal around penetrations, cut a piece of the Geo-Seal BASE layer that will extend 6" beyond the outside perimeter of the penetration. Cut a hole in the Geo-Seal BASE layer just big enough to slide over the penetration, ensuring the Geo-Seal BASE layer fits snug against the penetration, this can be done by cutting an "X" no larger than the inside diameter of the penetration. There should not be a gap larger than a 1/8" between the Geo-Seal BASE layer and the penetration. Other methods can also be utilized, provided, there is not a gap larger than 1/8" between the Geo-Seal BASE layer and the penetration.
- C. Seal the Geo-Seal BASE layer using Geo-Seal CORE or Geo-Seal CORE Detail to the underlying Geo-Seal BASE layer.
- D. Apply one coat of Geo-Seal CORE Detail or Geo-Seal CORE spray to the Geo-Seal BASE layer and around the penetration at a thickness of 30 mils. Penetrations should be treated in a 6-inch radius around penetration and 3 inches onto penetrating object.
- E. Embed a fabric reinforcing strip after the first application of the Geo-Seal CORE spray or Geo-Seal CORE Detail material and then apply a second 30 mil coat over the embedded joint reinforcing strip ensuring its complete saturation of the embedded strip and tight seal around the penetration.
- F. After the placement of the Geo-Seal BOND layer, a cable tie should then be placed around the finished penetration. The cable tie should be snug, but not overly tight so as to slice into the finished seal.

OPTION: A final application of Geo-Seal CORE may be used to provide a finishing seal after the Geo-Seal BOND layer has been installed.

NOTE: Metal or other slick penetration surfaces may require treatment in order to achieve proper adhesion. For plastic pipes, sand paper may be used to achieve a profile, an emery cloth is more appropriate for metal surfaces. An emery cloth should also be used to remove any rust on metal surfaces.

3.6 GEO-SEAL BASE LAYER INSTALLATION

- A. Install the Geo-Seal BASE layer over substrate material in one direction with six-inch overlaps and the geotextile (fabric side) facing down.
- B. Secure the Geo-Seal BASE seams by applying 60 mils of Geo-Seal CORE between the 6" overlapped sheets with the geotextile side down.
- C. Visually verify there are no gaps/fish-mouths in seams.
- D. For best results, install an equal amount of Geo-Seal BASE and Geo-Seal CORE in one day. Leaving unsprayed Geo-Seal BASE overnight might allow excess moisture to collect on the Geo-Seal BASE. If excess moisture collects, it needs to be removed.

NOTE: In windy conditions it might be necessary to encapsulate the seam by spraying the Geo-Seal CORE layer over the completed Geo-Seal BASE seam.

3.7 GEO-SEAL CORE APPLICATION

- A. Set up spray equipment according to manufacturer's instructions.
- B. Mix and prepare materials according to manufacturer's instructions.
- C. The two catalyst nozzles (8001) should be adjusted to cross at about 18" from the end of the wand. This apex of catalyst and emulsion spray should then be less than 24" but greater than 12" from the desired surface when spraying. When properly sprayed the fan pattern of the catalyst should range between 65° and 80°.
- D. Adjust the amount of catalyst used based on the ambient air temperature and surface temperature of the substrate receiving the membrane. In hot weather use less catalyst as hot conditions will quickly "break" the emulsion and facilitate the curing of the membrane. In cold conditions and on vertical surfaces use more catalyst to "break" the emulsion quicker to expedite curing and set up time in cold conditions.
- E. To spray the Geo-Seal CORE layer, pull the trigger on the gun. A 42° fan pattern should form when properly sprayed. Apply one spray coat of Geo-Seal CORE to obtain a seamless membrane free from pinholes or shadows, with an average dry film thickness of 60 mils (1.52 mm).
- F. Apply the Geo-Seal CORE layer in a spray pattern that is perpendicular to the application surface. The concern when spraying at an angle is that an area might be missed. Using a perpendicular spray pattern will limit voids and thin spots, and will also create a uniform and consistent membrane.
- G. Verify film thickness of vapor intrusion barrier every 500 ft². (46.45 m²), for information regarding Geo-Seal quality control measures, refer to the quality control procedures in Section 3.9 of this specification.
- H. The membrane will generally cure in 24 to 48 hours. As a rule, when temperature decreases or humidity increases, the curing of the membrane will be prolonged. The membrane does not need to be fully cured prior the placement of the Geo-Seal BOND layer, provided mil thickness has been verified and a smoke test will be conducted.
- I. **Do not penetrate** membrane after it has been installed. If membrane is penetrated after the membrane is installed, it is the responsibility of the general contractor to notify the certified installer to make repairs.
- J. If applying to a vertical concrete wall, apply Geo-Seal CORE directly to concrete surface and use manufacturer's recommended protection material based on site specific conditions. If applying Geo-Seal against shoring, contact manufacturer for site specific installation instructions.

NOTE: Care should be taken to not trap moisture between the layers of the membrane. Trapping moisture may occur from applying a second coat prior to the membrane curing. Repairs and detailing may be done over the Geo-Seal CORE layer when not fully cured.

3.8 GEO-SEAL BOND PROTECTION COURSE INSTALLATION

- A. Install Geo-Seal BOND protection course perpendicular to the direction of the Geo-Seal BASE course with overlapped seams over nominally cured membrane no later than recommended by manufacturer and before starting subsequent construction operations.
- B. Sweep off any water that has collected on the surface of the Geo-Seal CORE layer, prior to the placement of the Geo-Seal BOND layer.
- C. Overlap and seam the Geo-Seal BOND layer in the same manner as the Geo-Seal BASE layer.
- D. To expedite the construction process, the Geo-Seal BOND layer can be placed over the Geo-Seal CORE immediately after the spray application is complete, provided the Geo-Seal CORE mil thickness has been verified.

3.9 QUALITY ASSURANCE

- A. The Geo-Seal system must be installed by a trained and certified installer approved by Land Science Technologies.

- B. For projects that will require a material or labor material warranty, Land Science Technologies will require a manufacturer's representative or certified 3rd party inspector to inspect and verify that the membrane has been installed per the manufacturer's recommendations.

The certified installer is responsible for contacting the inspector for inspection. Prior to application of the membrane, a notice period for inspection should be agreed upon between the applicator and inspector.

- C. The measurement tools listed below will help verify the thickness of the Geo-Seal CORE layer. As measurement verification experience is gained, these tools will help confirm thickness measurements that can be obtained by pressing one's fingers into the Geo-Seal CORE membrane.

To verify the mil thickness of the Geo-Seal CORE, the following measurement devices are required.

1. Mil reading caliper: Calipers are used to measure the thickness of coupon samples. To measure coupon samples correctly, the thickness of the Geo-Seal sheet layers (18 mils each) must be taken into account. Mark sample area for repair.
2. Wet mil thickness gauge: A wet mil thickness gauge may be used to quickly measure the mil thickness of the Geo-Seal CORE layer. The thickness of the Geo-Seal sheet layers do not factor into the mil thickness reading.

NOTE: When first using a wet mil thickness gauge on a project, collect coupon samples to verify the wet mil gauge thickness readings.
3. Needle nose digital depth gauge: A needle nose depth gauge should be used when measuring the Geo-Seal CORE thickness on vertical walls or in field measurements. Mark measurement area for repair.

To obtain a proper wet mil thickness reading, take into account the 5 to 10 percent shrinkage that will occur as the membrane fully cures. Not taking into account the thickness of the sheet layers, a freshly sprayed membrane should have a minimum wet thickness of 63 (5%) to 66 (10%) mils.

Methods on how to properly conduct Geo-Seal CORE thickness sampling can be obtained by reviewing literature prepared by Land Science Technologies.

- D. It should be noted that taking too many destructive samples can be detrimental to the membrane. Areas where coupon samples have been removed need to be marked for repair.
- E. Smoke Testing is highly recommended and is the ideal way to test the seal created around penetrations and terminations. Smoke Testing is conducted by pumping non-toxic smoke underneath the Geo-Seal vapor intrusion barrier and then repairing the areas where smoke appears. Refer to smoke testing protocol provided by Land Science Technologies. For projects that will require a material or labor material warranty, Land Science Technologies will require a smoke test.
- F. Visual inspections prior to placement of concrete, but after the installation of concrete reinforcing, is recommended to identify any punctures that may have occurred during the installation of rebar, post tension cables, etc. Punctures in the Geo-Seal system should be easy to identify due to the color contrasting layers of the system.

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- B. Store materials as specified by the manufacturer in a clean, dry, protected location and within the temperature range required by manufacturer. Protect stored materials from direct sunlight.
- C. Remove and replace material that is damaged.

PART 2 – PRODUCTS

2.1 MANUFACTURER

- A. Land Science Technologies, San Clemente, CA. (949) 481-8118

- 1. Vapor-Vent™

2.2 GAS VENT MATERIALS

- A. Vapor-Vent – Vapor-Vent is a low profile, trenchless, flexible, sub slab vapor collection system used in lieu or in conjunction with perforated piping. Vapor-Vent is offered with two different core materials, Vapor-Vent POLY is recommended for sites with inert methane gas and Vapor-Vent is recommended for sites with aggressive chlorinated volatile organic or petroleum vapors. Manufactured by Land Science Technologies
- B. Vapor-Vent physical properties

VENT PROPERTIES	TEST METHOD	VAPOR-VENT POLY	VAPOR-VENT
Material		Polystyrene	HDPE
Comprehensive Strength	ASTM D-1621	9,000 lbs / ft ²	11,400 lbs / ft ²
In-plane flow (Hydraulic gradient-0.1)	ASTM D-4716	30 gpm / ft of width	30 gpm / ft of width
Chemical Resistance		N/A	Excellent
FABRIC PROPERTIES	TEST METHOD	VAPOR-VENT POLY	VAPOR-VENT
Grab Tensile Strength	ASTM D-4632	100 lbs.	110 lbs.
Puncture Strength	ASTM D-4833	65 lbs.	30 lbs.
Mullen Burst Strength	ASTM D-3786	N/A	90 PSI
AOS	ASTM D-4751	70 U.S. Sieve	50 U.S. Sieve
Flow Rate	ASTM D-4491	140 gpm / ft ²	95 gpm / ft ²
UV Stability (500 hours)	ASTM D-4355	N/A	70% Retained
DIMENSIONAL DATA			
Thickness		1"	1"
Standard Widths		12"	12"
Roll Length		165 ft	165 ft
Roll Weight		65 lbs	68 lbs

2.3 AUXILIARY MATERIALS

- A. Vapor-Vent End Out
- B. Reinforced Tape.

PART 3 – EXECUTION

3.1 EXAMINATION

- A. Examine substrates, areas, and conditions under which gas vent system will be installed, with installer present, for compliance with requirements. Do not proceed with installation until unsatisfactory conditions have been corrected.

3.2 SUBSTRATE PREPARATION

- A. Verify substrate is prepared according to project requirements.

3.3 PREPARATION FOR STRIP COMPOSITE

- A. Mark the layout of strip geocomposite per layout design developed by engineer.

3.4 STRIP GEOCOMPOSITE INSTALLATION

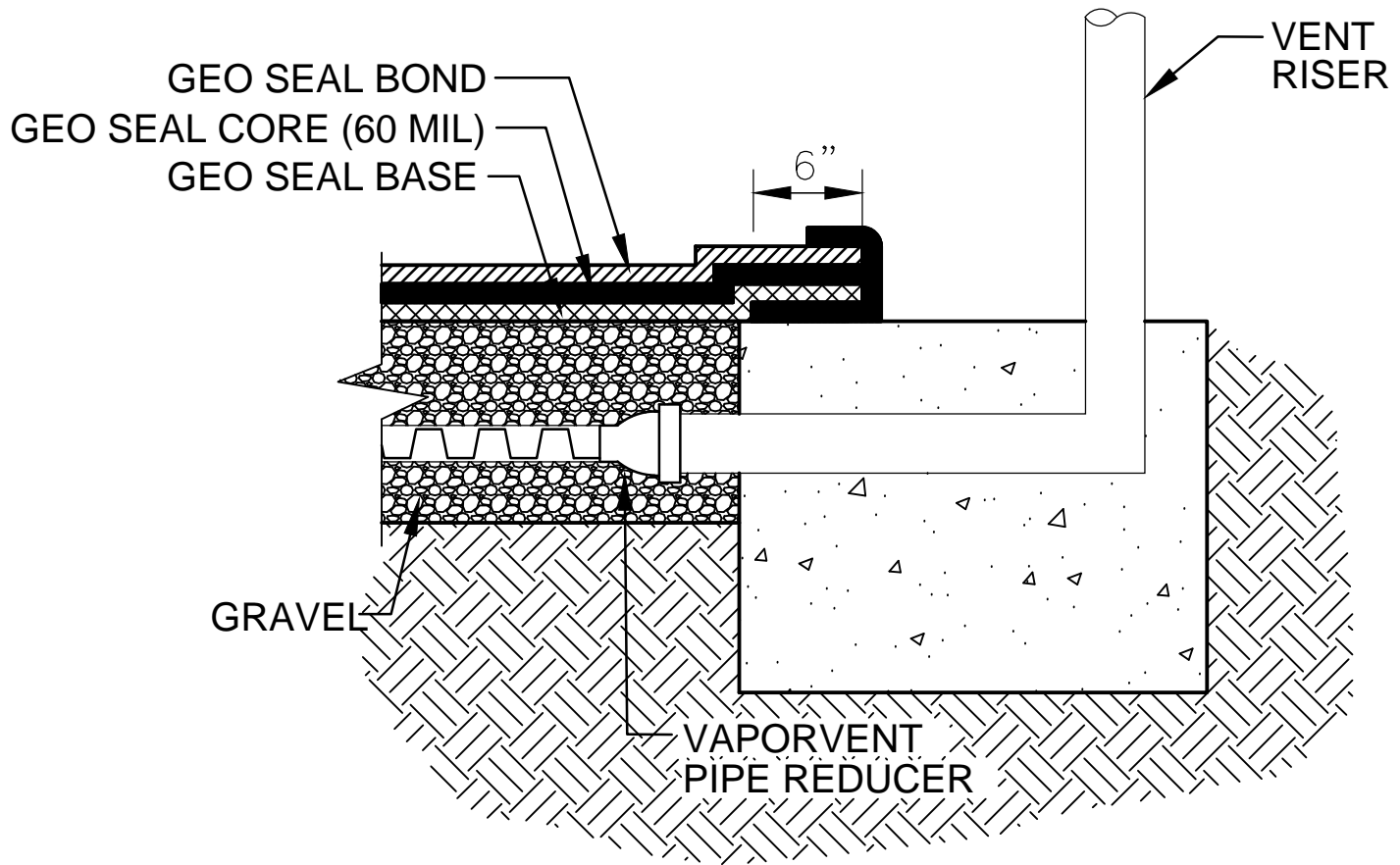
- A. Install Vapor-Vent over substrate material where designated on drawings with the flat base of the core placed down and shall be overlapped in accordance with manufacturer's recommendations.
- B. At areas where Vapor-Vent strips intersect cut and fold back fabric to expose the dimpled core. Arrange the strips so that the top strip interconnects into the bottom strip. Unfold fabric to cover the core and use reinforcing tape, as approved by the manufacturer, to seal the connection to prevent sand or gravel from entering the core.
- C. When crossing Vapor-Vent over footings or grade beams, **consult with the specifying environmental engineer and structural engineer for appropriate use and placement of solid pipe materials**. Place solid pipe over or through concrete surface and attach a Vapor-Vent End Out at both ends of the pipe before connecting the Vapor-Vent to the pipe reducer. Seal the Vapor-Vent to the Vapor-Vent End Out using fabric reinforcement tape. Refer to Vapor-Vent detail provided by Land Science Technologies.
- D. Place vent risers per specifying engineer's project specifications. Connect Vapor-Vent to Vapor-Vent End Out and seal with fabric reinforced tape. Use Vapor-Vent End Out with the specified diameter piping as shown on system drawings.

3.5 PLACEMENT OF OVERLYING AND ADJACENT MATERIALS

- A. All overlying and adjacent material shall be placed or installed using approved procedures and guidelines to prevent damage to the strip geocomposite.
- B. Equipment shall not be directly driven over and stakes or any other materials may not be driven through the strip geocomposite.



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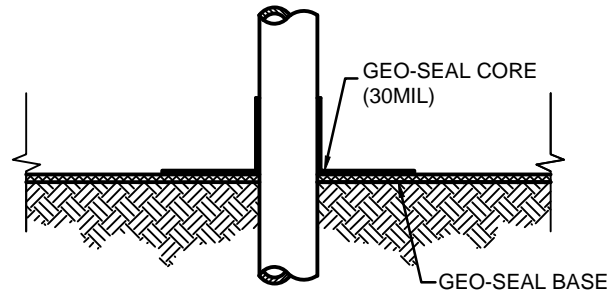


Geo-Seal[®]
Vapor Intrusion Barrier

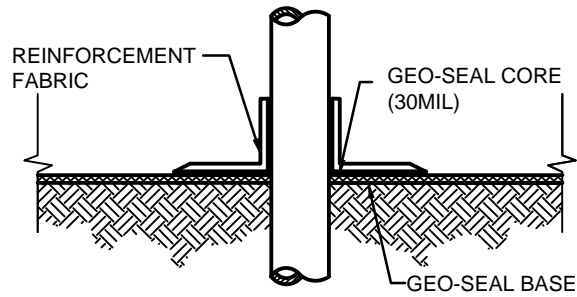
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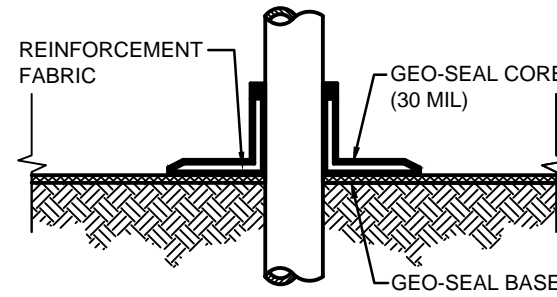
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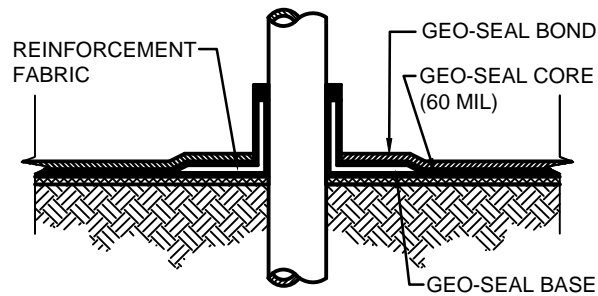
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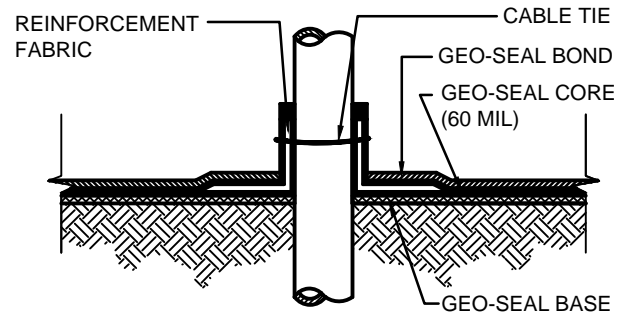
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STEP 3



STEP 4



STEP 5

Geo-Seal[®]

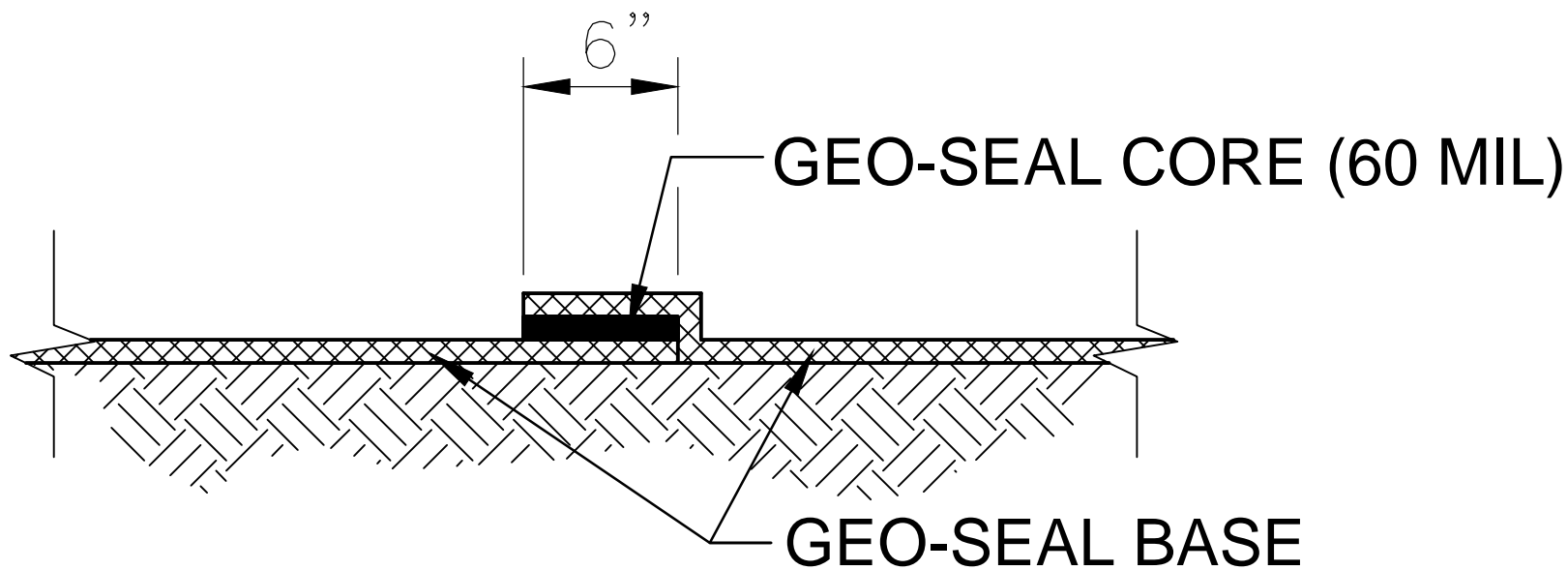
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BASE OVERLAP
DETAIL

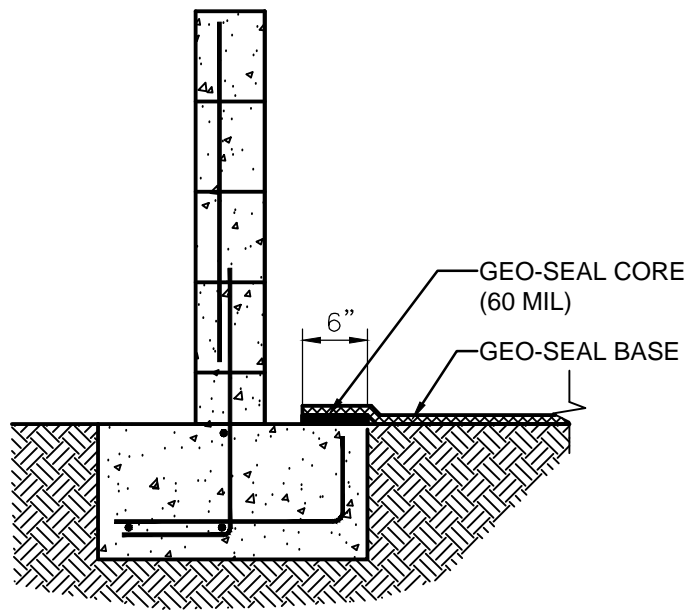


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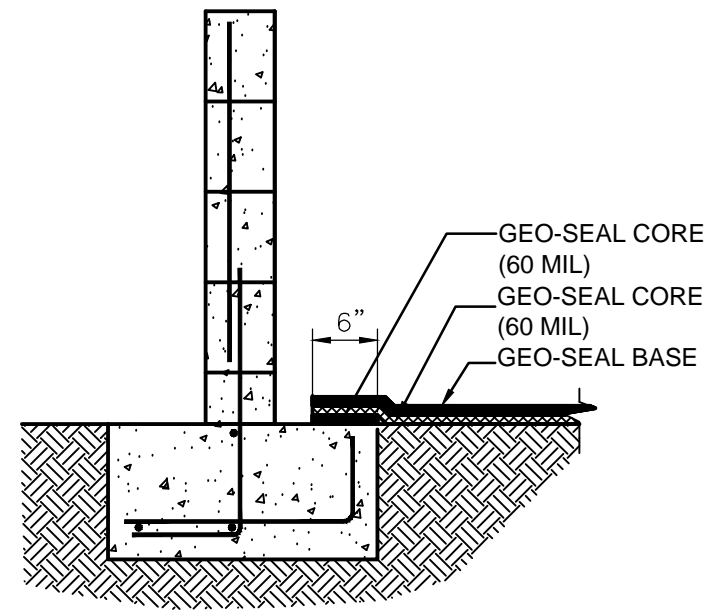
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Vapor Intrusion Barrier

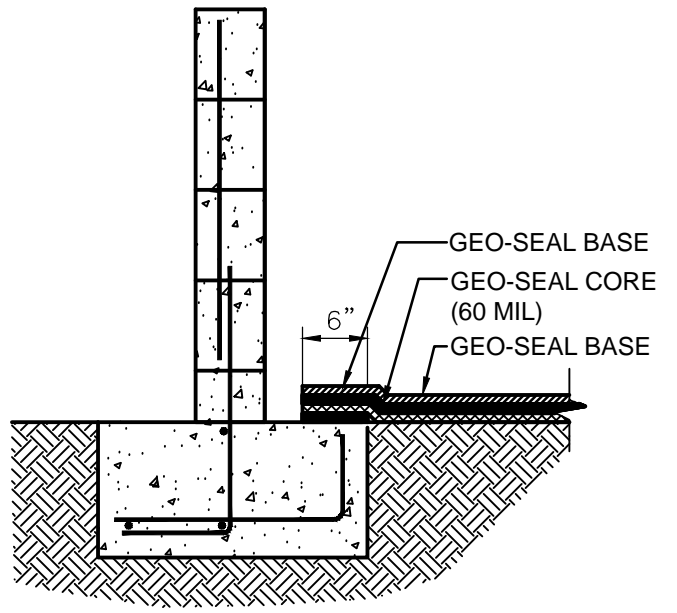
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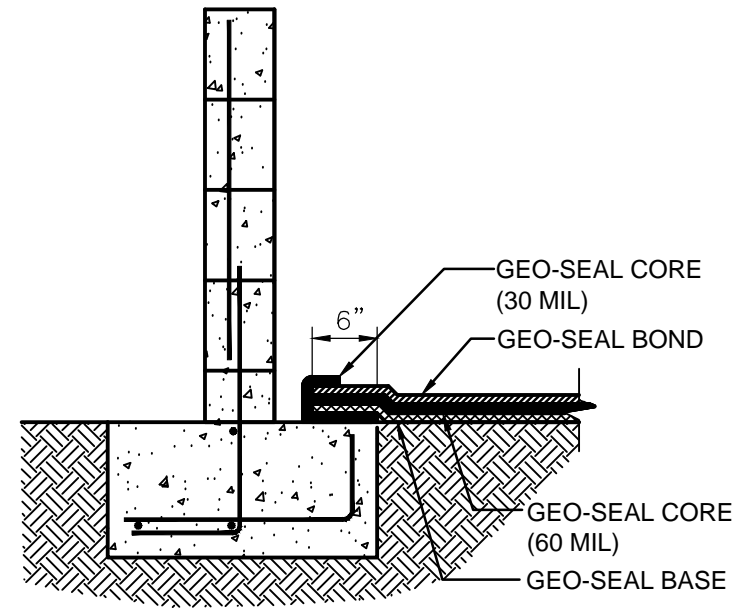
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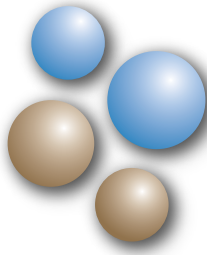
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STEP 3



STEP 4



Land ScienceTM
Technologies

A DIVISION OF REGENESIS, Inc.

 **Geo-Seal**[®]
Vapor Intrusion Barrier



www.landsciencetech.com



Geo-Seal® is an advanced composite gas vapor management technology (patent pending) designed to eliminate potential indoor air quality health risks associated with subsurface contaminant vapor intrusion.

Geo-Seal is an ideal gas vapor management technology designed for use on Brownfields or any type of environmentally impaired site, i.e. manufacturing facilities, dry cleaners, gasoline service stations, landfills, etc. **Geo-Seal** is placed between the foundation of the building and the soil pad to eliminate vapor exposure pathways and stop contaminated vapors from permeating through the slab. Vapor management systems incorporating both **Geo-Seal** vapor barrier and *Vapor-Vent* ventilation provide industry leading sub-foundation vapor mitigation technology. By deploying these systems developers ensure a healthy indoor environment while reducing the cost of site remediation and expediting site construction.

Triple-Layer Protection

The triple-layer system used in **Geo-Seal** provides maximum redundancy and protection against the formation of vapor pathways both during and after installation. Such pathways can result from chemically induced materials breakdown, punctures, and seam weaknesses resulting from poor detail work and/or application installation imperfections around penetrations. **Geo-Seal** also provides unmatched protection from a range of contaminant vapors including those from petroleum-based products and chlorinated hydrocarbons.

Field-Proven Technology

Geo-Seal is manufactured in partnership with E-Pro™ Systems which has over 20 years experience in the building products industry and a leading track record in barrier systems for vapor and waterproofing applications.

Geo-Seal[®]

Diagram

Diagram labels

1 *Geo-Seal* BASE - The BASE layer is rolled out geotextile facing down, which allows *Geo-Seal* CORE to be applied directly to the high density polyethylene. The BASE layer provides the ultimate substrate and enables the spray layer to be free of shadowing and pinholes.

2 *Geo-Seal* CORE - The CORE is applied at 60 mils, is sprayed to the base layer, seals around penetrations and seals the seams of the BASE layer.

3 *Geo-Seal* BOND - A proprietary protection layer is placed over the CORE layer to enhance the curing of the membrane and increase puncture resistance.

4 Vapor-Vent:

- Eliminates the need for trenching
- Cost-effective compared to pipe and gravel systems
- Eliminates long-term costs when configured as a passive system
- Allows for rapid installation
- When used with *Geo-Seal* provides maximum protection against contaminated vapor



OPEN FLAP FOR
GEO-SEAL
FEATURES

Geo-Seal® Triple-Layer System

(2 Chemical Resistant Layers + 1 Spray Applied Core Layer)

Dual Chemical Resistant Layers

The **BASE** layer (bottom) and the **BOND** layer (top) are composed of a high-density polyethylene material bonded to a geo-textile on the out-facing side. High density polyethylene is known for chemical resistance, high tensile strength, excellent stress-crack resistance and for highly reliable subsurface containment. The geo-textile which is physically bonded to the chemical resistant layer accomplishes two goals; it allows the BOND layer to adhere to the slab, and provides a friction course between the BASE layer and the soil.

Spray Applied CORE Layer

The CORE layer is composed of a unique, elastic co-polymer modified asphaltic membrane which also provides additional protection against vapor transmission. This layer creates a highly-effective seal around slab penetrations and eliminates the need for mechanical fastening at termination points.

Chemical Resistance

The dual chemical resistant layers combined with the spray CORE form a barrier resistant to the most concentrated chemical pollutant vapors.

Enhanced Curing

Geo-Seal is “construction friendly” as the reduced curing time of the *Geo-Seal* CORE layer and the ability to apply it in cooler temperatures ensures quick installation and minimizes the impact on construction schedules.

Puncture Resistance

Geo-Seal forms a highly puncture resistant barrier that greatly reduces the chance of damage occurring after installation and prior to the placement of concrete.

Removing Contained Vapors

Vapor-Vent can be used in conjunction with *Geo-Seal* to alleviate the buildup of vapors beneath structures as a result of vapor barrier implementation. *Vapor-Vent* can be utilized as an active or passive ventilation system depending on the requirements of the design engineer.

Certified Applicator Network

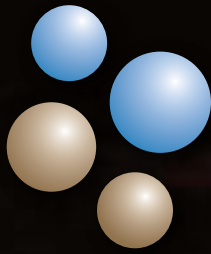
The application of *Geo-Seal* and *Vapor-Vent* can be performed by any one of many certified applicators throughout the country.

Service and Support

Geo-Seal representatives are available to provide job and site specific assistance. A local representative can ensure *Geo-Seal* and *Vapor-Vent* is installed as per the specification.

The logo for Geo-Seal, featuring a stylized blue and white graphic of a double-headed arrow or a bridge-like shape to the left of the text "Geo-Seal®".

Geo-Seal®



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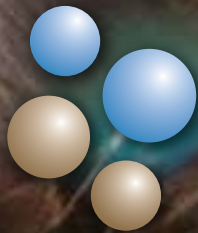
*Land Science Technologies (LST)*TM is dedicated to providing advanced technologies for sustainable land development. A goal of LST is to provide innovative and technically sound development solutions for underutilized environmentally impaired properties, commonly referred to as Brownfields.

LST's cost-effective, industry leading technologies offer engineering firms and real estate developers solutions to issues facing the development of Brownfields today. LST is a division of *Regenesi s, Inc.*, a global leader in groundwater and soil remediation technologies since 1994.



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Attachment D

MDEQ Vapor Intrusion Review Documentation

REQUEST FOR VAPOR INTRUSION REVIEW

TO BE FILLED OUT BY SUBMITTER:

DOCUMENT TITLE: 381 Brownfield Redevelopment – Eastside (Owosso) Dry Cleaners

PROJECT MGR: Eric Van Riper (Part 201) and Kim Sakowski (381)

DATE: 8/11/15

SITE NAME: (Former) Eastside Owosso Dry Cleaners and Historic Gasoline Stations

COUNTY/TWP: Owosso, MI

STIE ID 78000161

INDEX 44809

PCA: 30740

PROJ: 457097

DATE REVIEW NEEDED: August 11, 2015

COMMENTS/QUESTIONS FROM PM:

Please complete VI review for the adequacy of the proposed vapor barrier for the 381 project.

TO BE FILLED OUT BY REVIEWER:

DATE REVIEW COMPLETED: August 11, 2015

COMMENTS FROM REVIEWER:

Conclusion: The proposed passive (can convert to active) Geo-Seal Vapor barrier system, if properly implemented, should prevent unacceptable risk from sub-surface vapors emanating from chlorinated solvent and petroleum impacted groundwater and soils not excavated out. It is our understanding that the bulk of the grossly chlorinated solvent impacted soils under the proposed parking area will be excavated out utilizing other state funding sources. It is also our understanding that the proposed passive VI mitigation system is reviewed and approved by a private party engineer. Land Science is certifying their product for this project.

Discussion: The consultant utilized DEQ VI guidance (Appendix C.6- checklist for reviewing the design of a passive mitigation system). Since the venting collection system is different than table A.6.1 of our VI guidance, we leave it to the engineers and post-installation testing to determine if four risers is appropriate to gather the vapors and properly vent them to the outside. The proposed vapor mitigation system comprises two spray sealant layers, a core layer applied above a network of vapor vent lines designed to eliminate trenching (applied as a layer). The vapor vent lines are separated by about 360 feet of permeable material (gravel). Vent risers are connected and will exit the south side of the building connected to the north-south piping runs. On the south side of the

proposed building, vapor test ports are connected to each of the four (4) vents for smoke and pressure testing. The materials used within the layers are chemically resistant for the contaminants of concern.

VI CSM: While the VI CSM is not fully developed, the soils data indicate maximum concentrations of benzene (PSB/TW-6) are at 4,300 ug/kg benzene at 9'-10' depth near the proposed building footprint. To the east and northeast of the proposed non-residential building, a parking lot will be located over soils grossly impacted chlorinated and Stoddard solvents (petroleum based) of the former Eastside (Owosso) Dry Cleaners Part 201 facility. Maximum concentrations in the soils include 5,490,000 ug/kg PCE, 49,400 TCE ug/kg, 41,700 ug/kg cis-1,2 DCE and 490 ug/kg vinyl chloride. State-funded proposed work will excavate out the majority of these soils (manifest out as F-listed waste). Maximum concentrations of solvents in the shallow groundwater (4.8'-10' BGL) include PCE at 5,100 ug/l; TCE at 1,000 ug/l and vinyl chloride at 90 ug/l. Benzene maximum concentrations are 460 ug/l. Since these contaminants exceed VI screening levels for shallow groundwater, a pre-emptive approach to address VI risk is appropriate especially since full delineation of contaminants released over the years is not complete.

The 381 work plan includes excavation and disposal of up to 635 cubic yards of soils and 15,000 gallons of contaminated groundwater within the work area of the building footprint which will remove the shallow soils contamination and provide a layer of clean backfill to support bio-attenuation of at least some of the petroleum based vapors. The implementation of the VI mitigation system will include pre-installation of utility penetrations through the floor so that they may be properly sealed by the Geo-Seal multi-layer product. Smoke and "coupon" (swatches of the VI barrier) testing will be used to verify the integrity of the system. Depending on these and pressure test results, whether or not the system operates in a passive or active mode will be determined.

Essentially, this mitigation system appears to be designed to account for substantially higher concentrations of contaminants and is appropriate as a "belt and suspenders" approach that should achieve due care compliance over time if the O&M plan is implemented.

	8-11-15
	8-11-2015

Reviewer's Signatures

Date

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1.1Á Proposed Redevelopment and Future Use 1Á

1.2Á Eligible Property Information 1Á

1.3Á Historical & Previous Use and Ownership of Each Eligible Property 2Á

1.4Á Current Use of Each Eligible Property 2Á

1.5Á Summary of Liability 2Á

1.6Á Summary of Environmental Study Documents 3Á

1.7Á Summary of Environmental/Brownfield Conditions 4Á

1.8Á Summary of Functionally Obsolete Blighted and/or Historic Conditions 4Á

1.9Á Summary of Historic Qualities 5Á

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2.1.1Á Additional Response Activities 9Á

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2.2Á MSF Eligible Activities 10Á

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3.2Á Method of Financing and Description of Advances Made by the Municipality 10Á

3.3Á Maximum Amount of Note or Bonded Indebtedness 11Á

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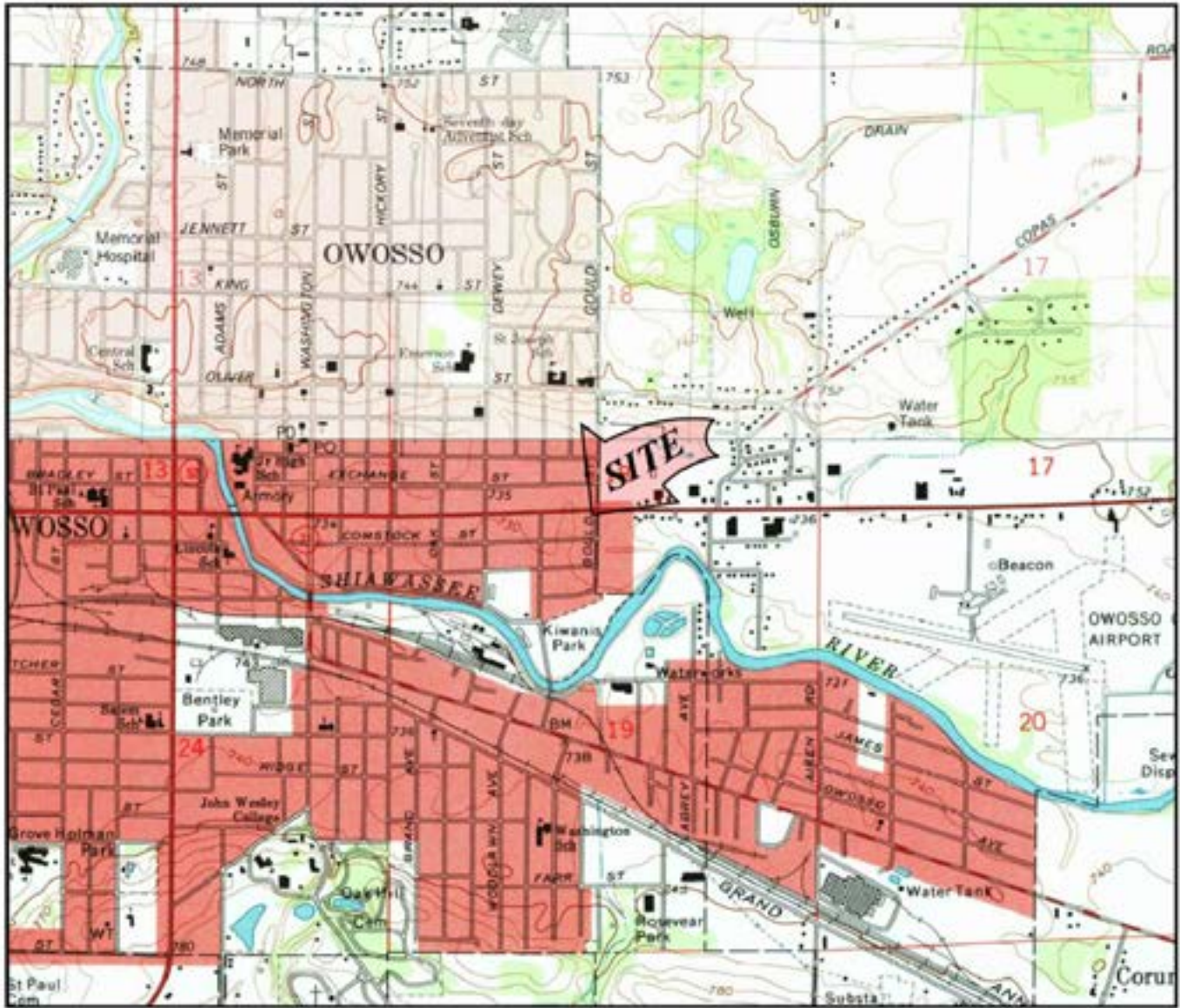
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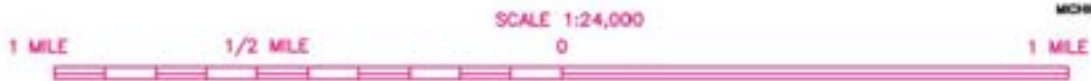
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FIGURE 1

PROPERTY VICINITY MAP
 USGS, 7.5 MINUTE SERIES
 OWOSSO NORTH, MI QUADRANGLE, 1974.
 OWOSSO SOUTH, MI QUADRANGLE, 1972.



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RESIDENTIAL

917 EAST MAIN STREET
STECHSCHOLTE GAS & OIL

1001 EAST MAIN STREET
WALGREEN'S PHARMACY

EAST MAIN STREET (M-21)

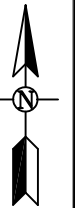
SANITARY (10" DIA)

STORM (60" DIA)

SIGN

1002 EAST MAIN STREET
RITE AID PHARMACY

APPROXIMATE LOCATION OF
FORMER DRY CLEANING MACHINE



LEGEND:

- SUBJECT PROPERTY
- WATER
- SANITARY SEWER
- STORM SEWER
- OVERHEAD ELECTRIC LINE
- PARCEL / LOT BOUNDARIES
- PROPOSED SITE FEATURES
- PROPOSED WATER
- PROPOSED SANITARY SEWER
- PROPOSED STORM SEWER
- PROPOSED GAS

RESIDENTIAL

830 EAST MAIN STREET
EXISTING HOUSE

832 EAST MAIN STREET
EXISTING HOUSE

834 EAST MAIN STREET
EXISTING HOUSE

910 EAST MAIN STREET
FORMER DRY CLEANERS

GARAGE

GARAGE

GRAVEL

GRAVEL

ALLEY

GRAVEL

SOUTH GOULD STREET

RESIDENTIAL

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FIGURE 2
GENERALIZED DIAGRAM OF THE SUBJECT
PROPERTY AND ADJOINING PROPERTIES

PROJ: COMMERCIAL PROPERTY
830, 832, 834, AND 910 EAST MAIN STREET
OWOSSO, MI

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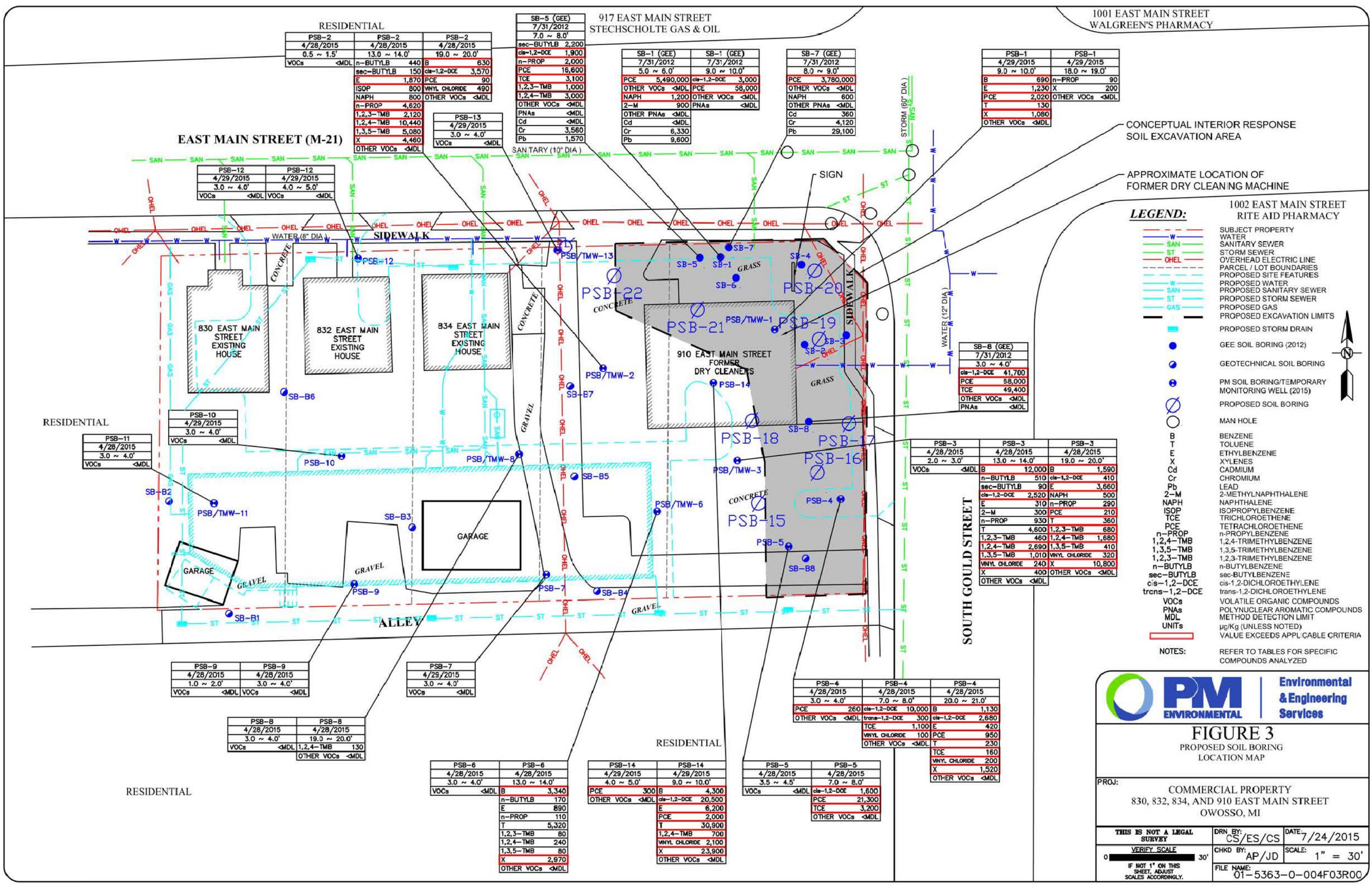
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PSB-2 4/28/2015 0.5 ~ 1.5'	PSB-2 4/28/2015 13.0 ~ 14.0'
VOCs <MDL	n-BUTYLB 440 sec-BUTYLB 150 E 1,870 ISOP 800 NAPH 800 n-PROP 4,620 1,2,3-TMB 2,120 1,2,4-TMB 10,440 1,3,5-TMB 5,080 X 4,460 OTHER VOCs <MDL

917 EAST MAIN STREET STECHSCHOLTE GAS & OIL	
SB-5 (GEE) 7/31/2012 7.0 ~ 8.0'	sec-BUTYLB 2,200 cis-1,2-DCE 1,900 n-PROP 2,000 PCE 16,600 TCE 3,100 1,2,3-TMB 1,000 1,2,4-TMB 3,000 OTHER VOCs <MDL PNAs <MDL Cd <MDL Cr 3,560 Pb 1,570

SB-1 (GEE) 7/31/2012 5.0 ~ 6.0'		SB-1 (GEE) 7/31/2012 9.0 ~ 10.0'	
PCE 5,490,000	OTHER VOCs <MDL	cis-1,2-DCE 3,000	PCE 58,000
NAPH 1,200	OTHER VOCs <MDL	PNAs <MDL	OTHER VOCs <MDL
2-M 900	OTHER VOCs <MDL	Cd <MDL	Cr 6,330
OTHER VOCs <MDL	OTHER VOCs <MDL	Pb 29,100	

PSB-1 4/29/2015 9.0 ~ 10.0'		PSB-1 4/29/2015 18.0 ~ 19.0'	
B 690	n-PROP 90	E 1,230	X 200
PCE 2,020	OTHER VOCs <MDL	T 130	X 1,080
OTHER VOCs <MDL			

PSB-12 4/29/2015 3.0 ~ 4.0'		PSB-12 4/29/2015 4.0 ~ 5.0'	
VOCs <MDL	VOCs <MDL		

PSB-10 4/29/2015 3.0 ~ 4.0'	
VOCs <MDL	

PSB-11 4/28/2015 3.0 ~ 4.0'	
VOCs <MDL	

PSB-9 4/28/2015 1.0 ~ 2.0'		PSB-9 4/28/2015 3.0 ~ 4.0'	
VOCs <MDL	VOCs <MDL		

PSB-8 4/28/2015 3.0 ~ 4.0'		PSB-8 4/28/2015 19.0 ~ 20.0'	
VOCs <MDL	1,2,4-TMB 130	OTHER VOCs <MDL	

PSB-7 4/28/2015 3.0 ~ 4.0'	
VOCs <MDL	

PSB-6 4/28/2015 3.0 ~ 4.0'		PSB-6 4/28/2015 13.0 ~ 14.0'	
VOCs <MDL	B 3,340	n-BUTYLB 170	E 890
		n-PROP 110	T 5,320
		1,2,3-TMB 80	1,2,4-TMB 240
		1,3,5-TMB 80	X 2,970
		OTHER VOCs <MDL	

PSB-14 4/29/2015 4.0 ~ 5.0'		PSB-14 4/29/2015 9.0 ~ 10.0'	
PCE 300	B 4,300	cis-1,2-DCE 20,500	trans-1,2-DCE 300
OTHER VOCs <MDL		PCE 2,000	T 30,900
		1,2,4-TMB 700	VINYL CHLORIDE 2,100
		X 23,900	OTHER VOCs <MDL

PSB-5 4/28/2015 3.5 ~ 4.5'		PSB-5 4/28/2015 7.0 ~ 8.0'	
VOCs <MDL	cis-1,2-DCE 1,600	PCE 21,300	TCE 3,200
		OTHER VOCs <MDL	

PSB-3 4/28/2015 2.0 ~ 3.0'			PSB-3 4/28/2015 13.0 ~ 14.0'			PSB-3 4/28/2015 19.0 ~ 20.0'		
VOCs <MDL	B 12,000	B 1,590	n-BUTYLB 510	cis-1,2-DCE 410	sec-BUTYLB 90	E 3,660	cis-1,2-DCE 2,520	NAPH 500
			E 310	n-PROP 290	2-M 300	PCE 210	n-PROP 930	T 360
			1,2,3-TMB 460	1,2,3-TMB 680	1,2,3-TMB 460	1,2,4-TMB 1,680	1,2,4-TMB 2,690	1,3,5-TMB 410
			1,3,5-TMB 1,010	VINYL CHLORIDE 320	n-BUTYLB 240	X 10,800	OTHER VOCs <MDL	
			OTHER VOCs <MDL					

LEGEND:

- W WATER
- SAN SANITARY SEWER
- ST STORM SEWER
- OHEL OVERHEAD ELECTRIC LINE
- PARCEL / LOT BOUNDARIES
- PROPOSED SITE FEATURES
- W PROPOSED WATER
- SAN PROPOSED SANITARY SEWER
- ST PROPOSED STORM SEWER
- GAS PROPOSED GAS
- PROPOSED EXCAVATION LIMITS
- PROPOSED STORM DRAIN
- GEE SOIL BORING (2012)
- GEOTECHNICAL SOIL BORING
- PM SOIL BORING/TEMPORARY MONITORING WELL (2015)
- PROPOSED SOIL BORING
- MAN HOLE
- B BENZENE
- T TOLUENE
- E ETHYLBENZENE
- X XYLENES
- Cd CADMIUM
- Cr CHROMIUM
- Pb LEAD
- 2-M 2-METHYLNAPHTHALENE
- NAPH NAPHTHALENE
- ISOP ISOPROPYLBENZENE
- TCE TRICHLOROETHENE
- PCE TETRACHLOROETHENE
- n-PROP n-PROPYLBENZENE
- 1,2,3-TMB 1,2,3-TRIMETHYLBENZENE
- 1,3,5-TMB 1,3,5-TRIMETHYLBENZENE
- 1,2,3-TMB 1,2,3-TRIMETHYLBENZENE
- n-BUTYLB n-BUTYLBENZENE
- sec-BUTYLB sec-BUTYLBENZENE
- cis-1,2-DCE cis-1,2-DICHLOROETHYLENE
- trans-1,2-DCE trans-1,2-DICHLOROETHYLENE
- VOCs VOLATILE ORGANIC COMPOUNDS
- PNAs POLYNUCLEAR AROMATIC COMPOUNDS
- MDL METHOD DETECTION LIMIT
- μg/Kg (UNLESS NOTED)
- MDL VALUE EXCEEDS APPL. CABLE CRITERIA

NOTES: REFER TO TABLES FOR SPECIFIC COMPOUNDS ANALYZED

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FIGURE 3
PROPOSED SOIL BORING LOCATION MAP

PROJ: COMMERCIAL PROPERTY
830, 832, 834, AND 910 EAST MAIN STREET
OWOSSO, MI

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IF NOT 1" ON THIS SHEET, ADJUST SCALES ACCORDINGLY.

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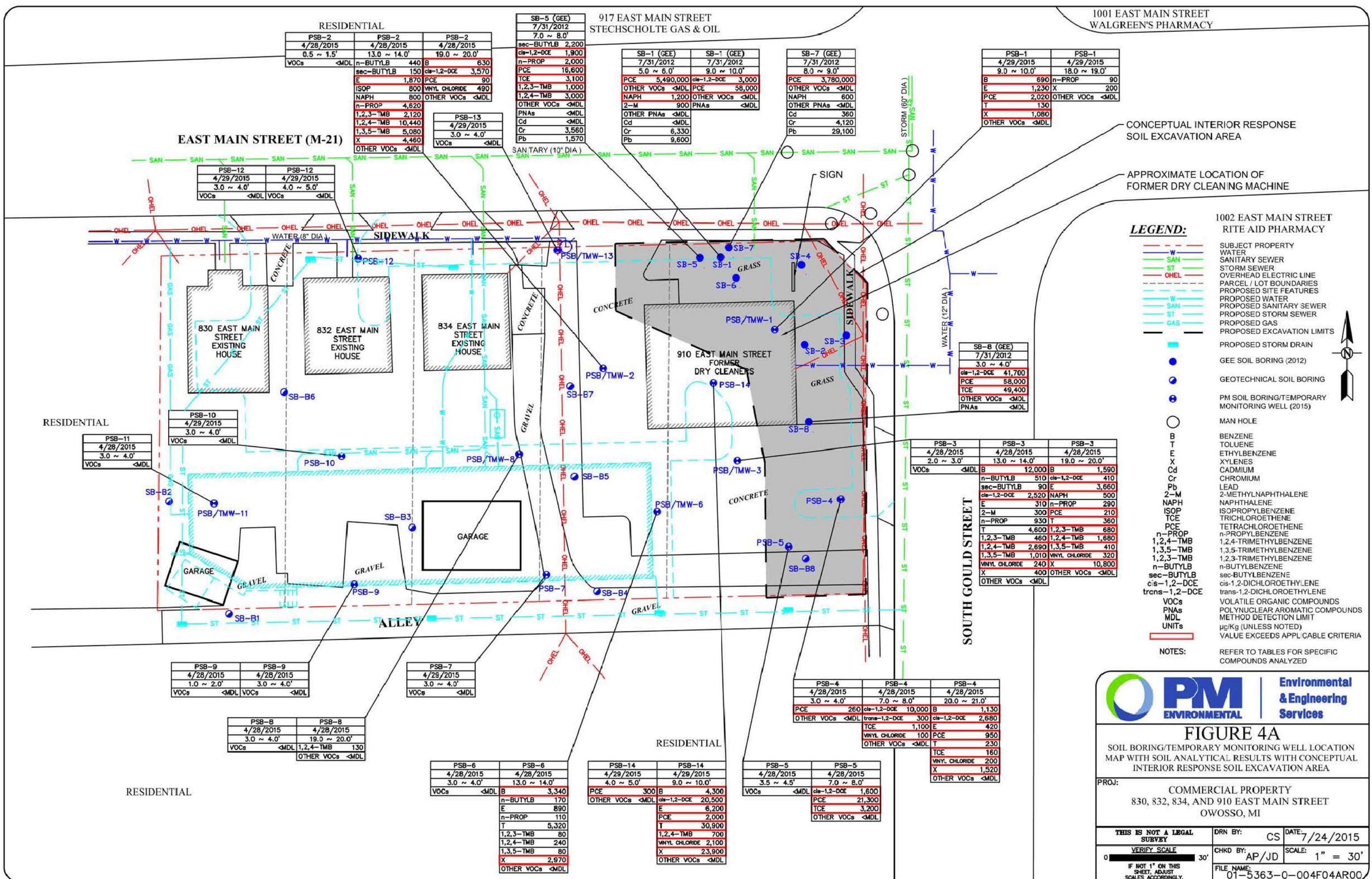
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RESIDENTIAL		
PSB-2 4/28/2015 0.5 ~ 1.5'	PSB-2 4/28/2015 13.0 ~ 14.0'	PSB-2 4/28/2015 19.0 ~ 20.0'
VOCs <MDL	n-BUTYLB 440 sec-BUTYLB 150 E 1,870 ISOP 800 NAPH 800 n-PROP 4,620 1,2,3-TMB 2,120 1,2,4-TMB 10,440 1,3,5-TMB 5,080 X 4,460 OTHER VOCs <MDL	cl-1,2-DCE 3,570 PCE 90 VINYL CHLORIDE 490 OTHER VOCs <MDL

SB-5 (GEE) 7/31/2012 7.0 ~ 8.0'	
sec-BUTYLB 2,200	cl-1,2-DCE 1,900
n-PROP 2,000	PCE 16,600
TCE 3,100	1,2,3-TMB 1,000
1,2,4-TMB 3,000	OTHER VOCs <MDL
PNAs <MDL	Cd <MDL
Cr 3,560	Pb 1,570

SB-1 (GEE) 7/31/2012 5.0 ~ 6.0'		SB-1 (GEE) 7/31/2012 9.0 ~ 10.0'	
PCE 5,490,000	OTHER VOCs <MDL	cl-1,2-DCE 3,000	PCE 58,000
NAPH 1,200	OTHER VOCs <MDL	PNAs <MDL	OTHER VOCs <MDL
2-M 900	OTHER VOCs <MDL	Cd <MDL	Cr 6,330
OTHER VOCs <MDL	OTHER VOCs <MDL	Pb 9,600	

SB-7 (GEE) 7/31/2012 8.0 ~ 9.0'	
PCE 3,780,000	OTHER VOCs <MDL
NAPH 600	OTHER VOCs <MDL
OTHER VOCs <MDL	Cd 360
	Cr 4,120
	Pb 29,100

PSB-1 4/29/2015 9.0 ~ 10.0'		PSB-1 4/29/2015 18.0 ~ 19.0'	
B 690	n-PROP 90	E 1,230	X <MDL
PCE 2,020	OTHER VOCs <MDL	T 130	X 1,080
OTHER VOCs <MDL			

PSB-12 4/29/2015 3.0 ~ 4.0'		PSB-12 4/29/2015 4.0 ~ 5.0'	
VOCs <MDL	VOCs <MDL		

PSB-10 4/29/2015 3.0 ~ 4.0'	
VOCs <MDL	

PSB-11 4/28/2015 3.0 ~ 4.0'	
VOCs <MDL	

PSB-9 4/28/2015 1.0 ~ 2.0'		PSB-9 4/28/2015 3.0 ~ 4.0'	
VOCs <MDL	VOCs <MDL		

PSB-8 4/28/2015 3.0 ~ 4.0'		PSB-8 4/28/2015 19.0 ~ 20.0'	
VOCs <MDL	1,2,4-TMB 130	OTHER VOCs <MDL	

PSB-7 4/28/2015 3.0 ~ 4.0'	
VOCs <MDL	

PSB-6 4/28/2015 3.0 ~ 4.0'		PSB-6 4/28/2015 13.0 ~ 14.0'	
VOCs <MDL	B 3,340	n-BUTYLB 170	E 890
	n-PROP 110	T 5,320	1,2,3-TMB 80
	1,2,4-TMB 240	1,3,5-TMB 80	X 2,970
	OTHER VOCs <MDL		

PSB-14 4/29/2015 4.0 ~ 5.0'		PSB-14 4/29/2015 9.0 ~ 10.0'	
PCE 300	OTHER VOCs <MDL	cl-1,2-DCE 20,500	E 6,200
		PCE 2,000	T 30,900
		1,2,4-TMB 700	VINYL CHLORIDE 2,100
		X 23,900	OTHER VOCs <MDL

PSB-5 4/28/2015 3.5 ~ 4.5'		PSB-5 4/28/2015 7.0 ~ 8.0'	
VOCs <MDL	cl-1,2-DCE 1,600	PCE 21,300	TCE 3,200
		OTHER VOCs <MDL	

PSB-3 4/28/2015 2.0 ~ 3.0'			PSB-3 4/28/2015 13.0 ~ 14.0'			PSB-3 4/28/2015 19.0 ~ 20.0'		
VOCs <MDL	B 12,000	B 1,590	n-BUTYLB 510	cl-1,2-DCE 410	sec-BUTYLB 90	E 3,660	cl-1,2-DCE 2,520	NAPH 500
	E 310	n-PROP 290	2-M 300	PCE 210	n-PROP 930	T 360	1,2,3-TMB 460	1,2,4-TMB 1,680
	1,2,4-TMB 2,690	1,3,5-TMB 410	1,3,5-TMB 1,010	VINYL CHLORIDE 320	n-BUTYLB 400	OTHER VOCs <MDL		

LEGEND:

- W WATER
- SAN SANITARY SEWER
- ST STORM SEWER
- OHEL OVERHEAD ELECTRIC LINE
- PARCEL / LOT BOUNDARIES
- PROPOSED SITE FEATURES
- PROPOSED WATER
- PROPOSED SANITARY SEWER
- PROPOSED STORM SEWER
- PROPOSED GAS
- PROPOSED EXCAVATION LIMITS
- PROPOSED STORM DRAIN
- GEE SOIL BORING (2012)
- GEOTECHNICAL SOIL BORING
- PM SOIL BORING/TEMPORARY MONITORING WELL (2015)
- MAN HOLE

NOTES: REFER TO TABLES FOR SPECIFIC COMPOUNDS ANALYZED

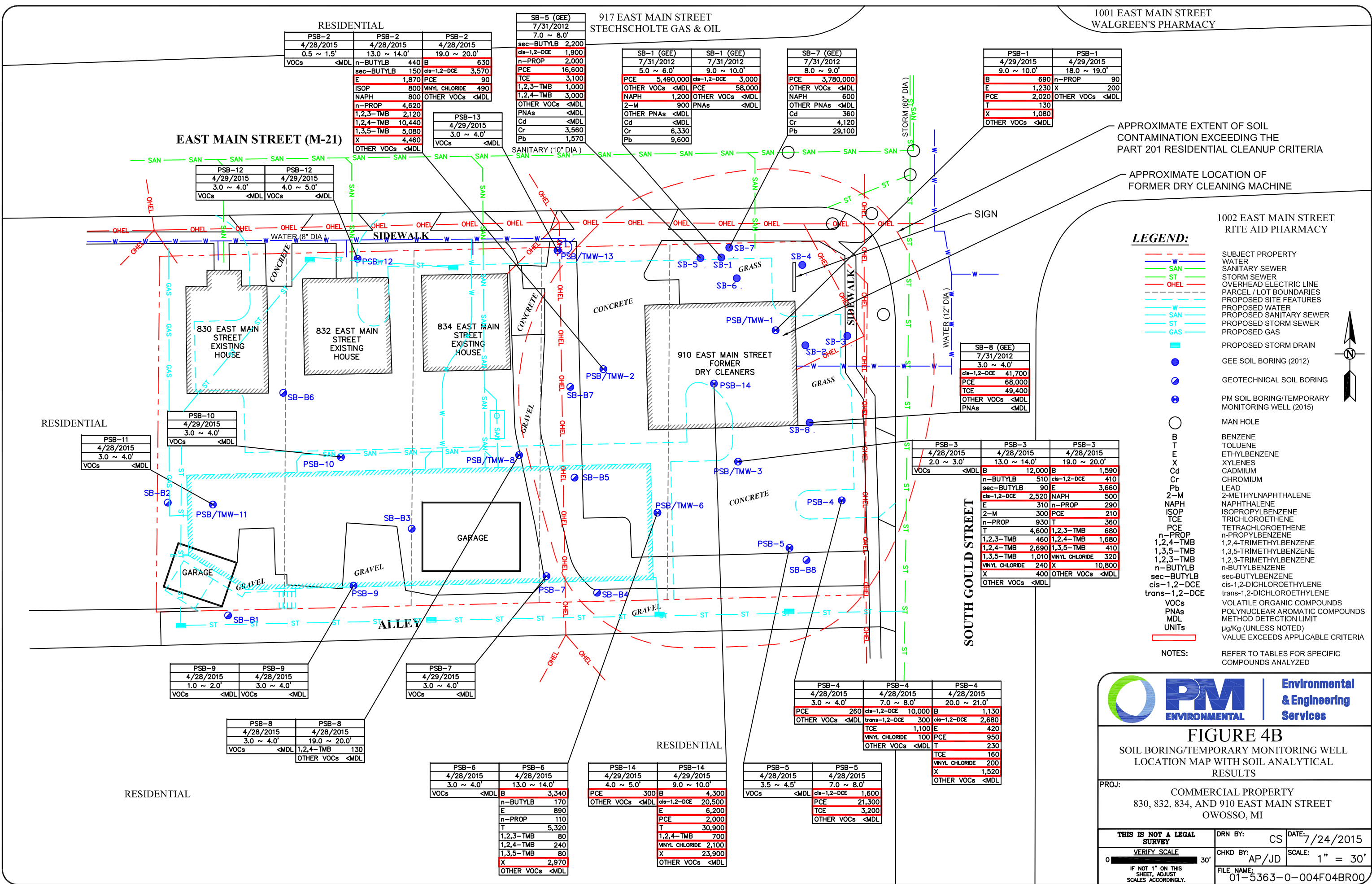
PM ENVIRONMENTAL | Environmental & Engineering Services

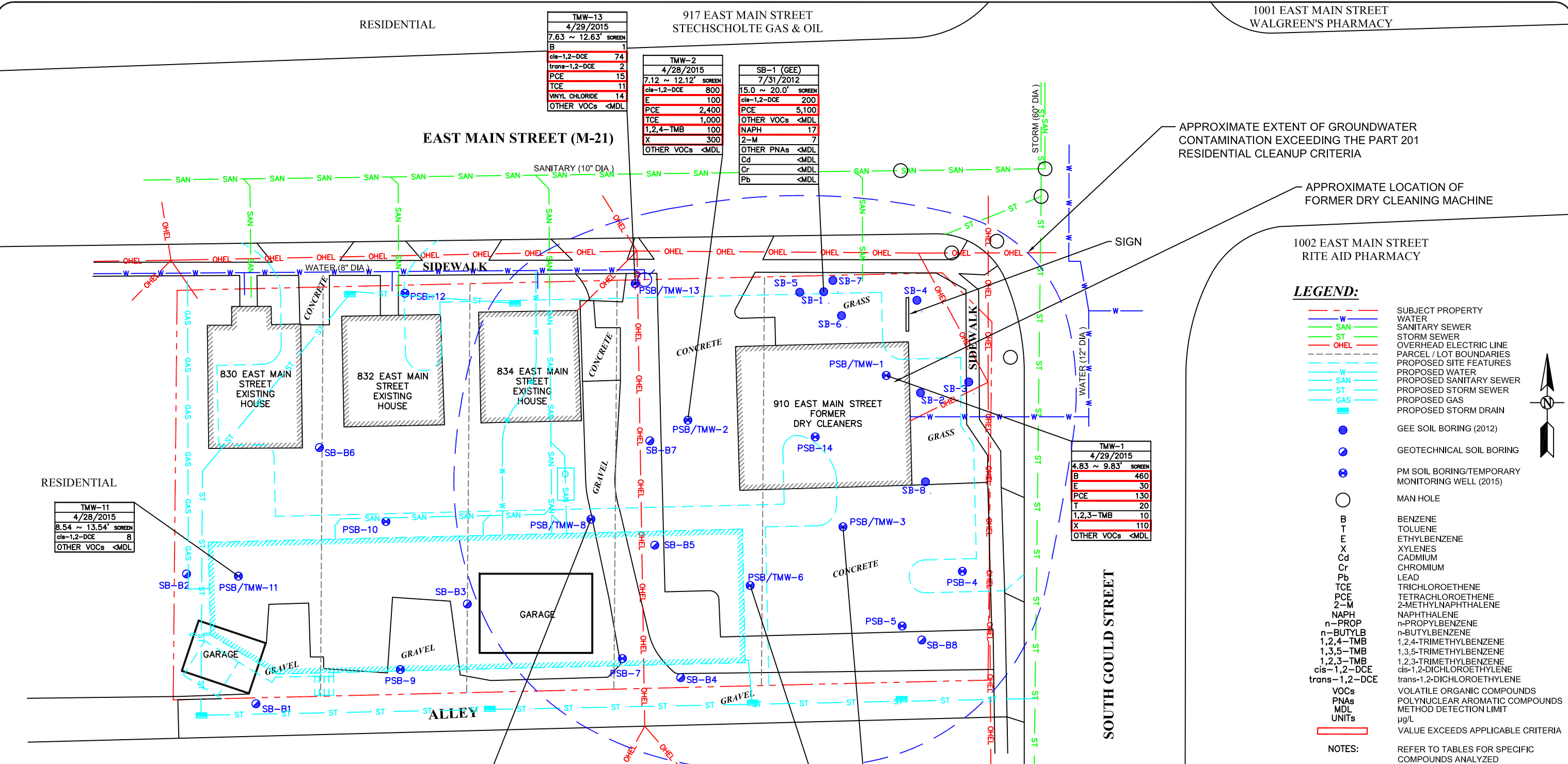
FIGURE 4A
SOIL BORING/TEMPORARY MONITORING WELL LOCATION MAP WITH SOIL ANALYTICAL RESULTS WITH CONCEPTUAL INTERIOR RESPONSE SOIL EXCAVATION AREA

PROJ: COMMERCIAL PROPERTY
830, 832, 834, AND 910 EAST MAIN STREET
OWOSSO, MI

THIS IS NOT A LEGAL SURVEY
VERIFY SCALE 30'
IF NOT 1" ON THIS SHEET, ADJUST SCALES ACCORDINGLY.

DRN BY: CS DATE: 7/24/2015
CHKD BY: AP/JD SCALE: 1" = 30'
FILE NAME: 01-5363-0-004F04AR00





LEGEND:

- SUBJECT PROPERTY
- WATER
- SANITARY SEWER
- STORM SEWER
- OVERHEAD ELECTRIC LINE
- PARCEL / LOT BOUNDARIES
- PROPOSED SITE FEATURES
- PROPOSED WATER
- PROPOSED SANITARY SEWER
- PROPOSED STORM SEWER
- PROPOSED GAS
- PROPOSED STORM DRAIN
- GEE SOIL BORING (2012)
- GEOTECHNICAL SOIL BORING
- PM SOIL BORING/TEMPORARY MONITORING WELL (2015)
- MAN HOLE
- B BENZENE
- T TOLUENE
- E ETHYLBENZENE
- X XYLENES
- Cd CADMIUM
- Cr CHROMIUM
- Pb LEAD
- TCE TRICHLOROETHENE
- PCE TETRACHLOROETHENE
- 2-M 2-METHYLNAPHTHALENE
- NAPH NAPHTHALENE
- n-PROP n-PROPYLBENZENE
- n-BUTYLB n-BUTYLBENZENE
- 1,2,4-TMB 1,2,4-TRIMETHYLBENZENE
- 1,3,5-TMB 1,3,5-TRIMETHYLBENZENE
- 1,2,3-TMB 1,2,3-TRIMETHYLBENZENE
- cls-1,2-DCE cis-1,2-DICHLOROETHYLENE
- trans-1,2-DCE trans-1,2-DICHLOROETHYLENE
- VOCs VOLATILE ORGANIC COMPOUNDS
- PNAs POLYNUCLEAR AROMATIC COMPOUNDS
- MDL METHOD DETECTION LIMIT
- UNITS μg/L
- VALUE EXCEEDS APPLICABLE CRITERIA

NOTES: REFER TO TABLES FOR SPECIFIC COMPOUNDS ANALYZED



FIGURE 4C
 SOIL BORING/TEMPORARY MONITORING WELL
 LOCATION MAP WITH GROUNDWATER
 ANALYTICAL RESULTS

PROJ: COMMERCIAL PROPERTY
 830, 832, 834, AND 910 EAST MAIN STREET
 OWOSSO, MI

THIS IS NOT A LEGAL SURVEY
 VERIFY SCALE 0 30'

DRN BY: CS DATE: 7/24/2015
 CHKD BY: AP/JD SCALE: 1" = 30'
 FILE NAME: 01-5363-0-004F04CR00

IF NOT 1" ON THIS SHEET, ADJUST SCALES ACCORDINGLY.

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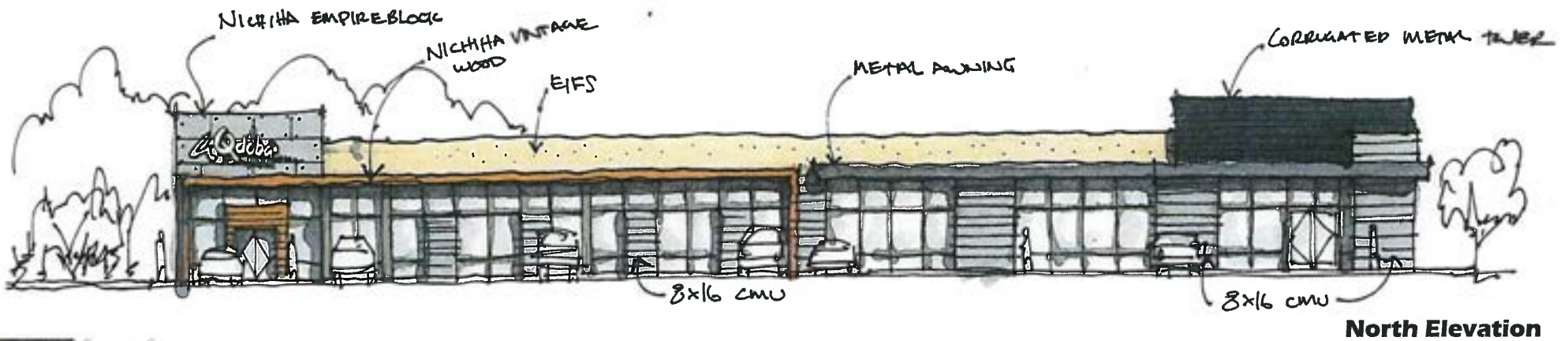
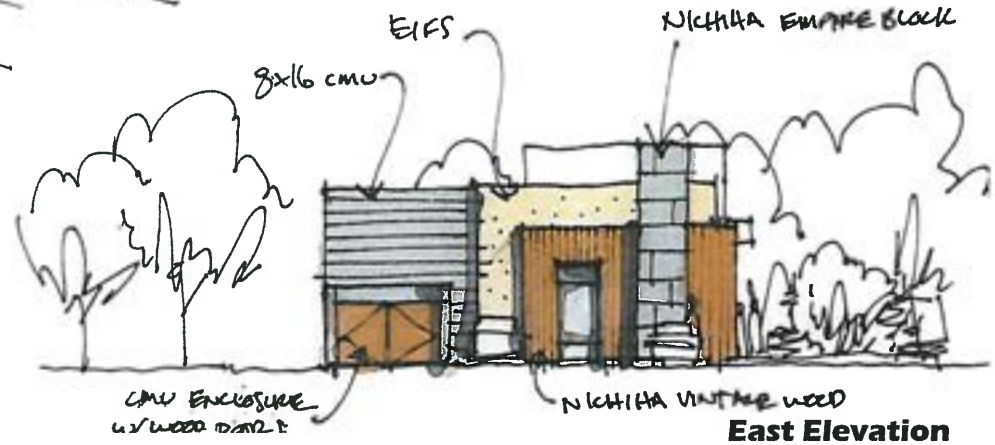
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Imagine

Create

Excite

Dual Tenant Building

Main St. & South Gould_Owosso, MI

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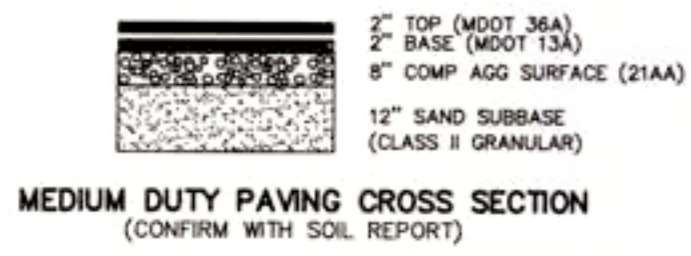
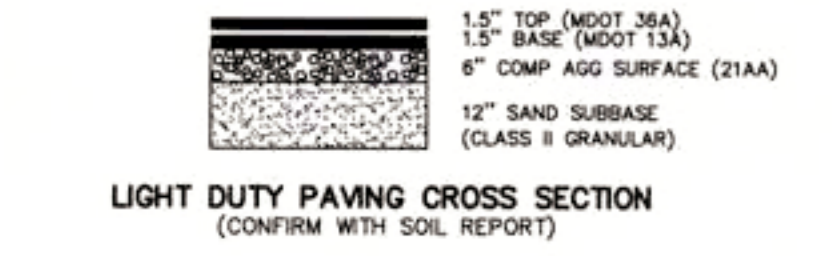
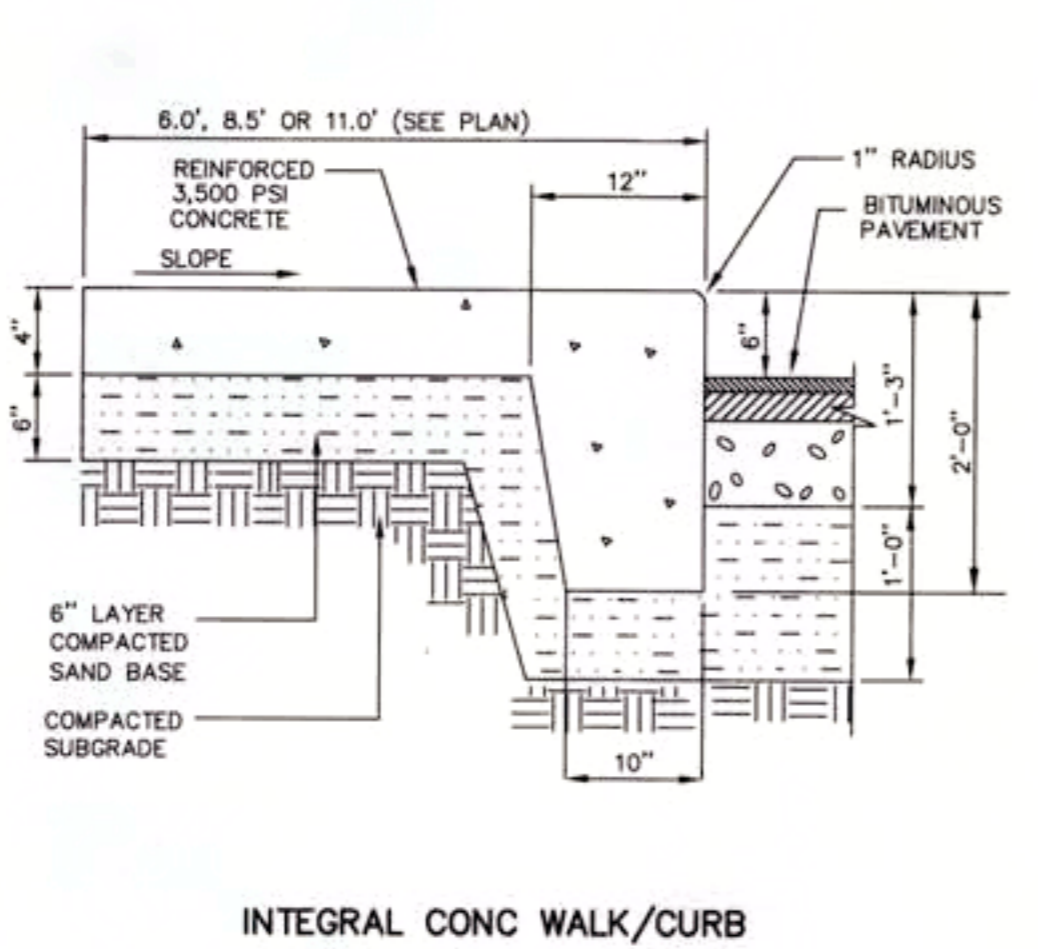
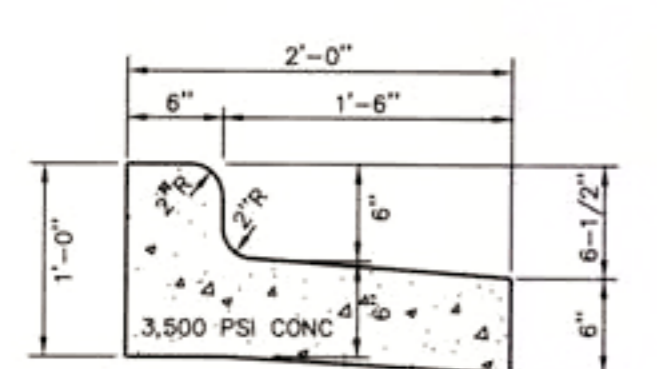
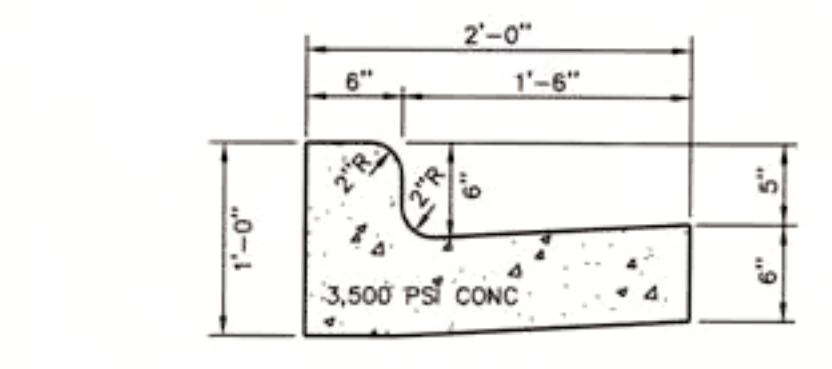
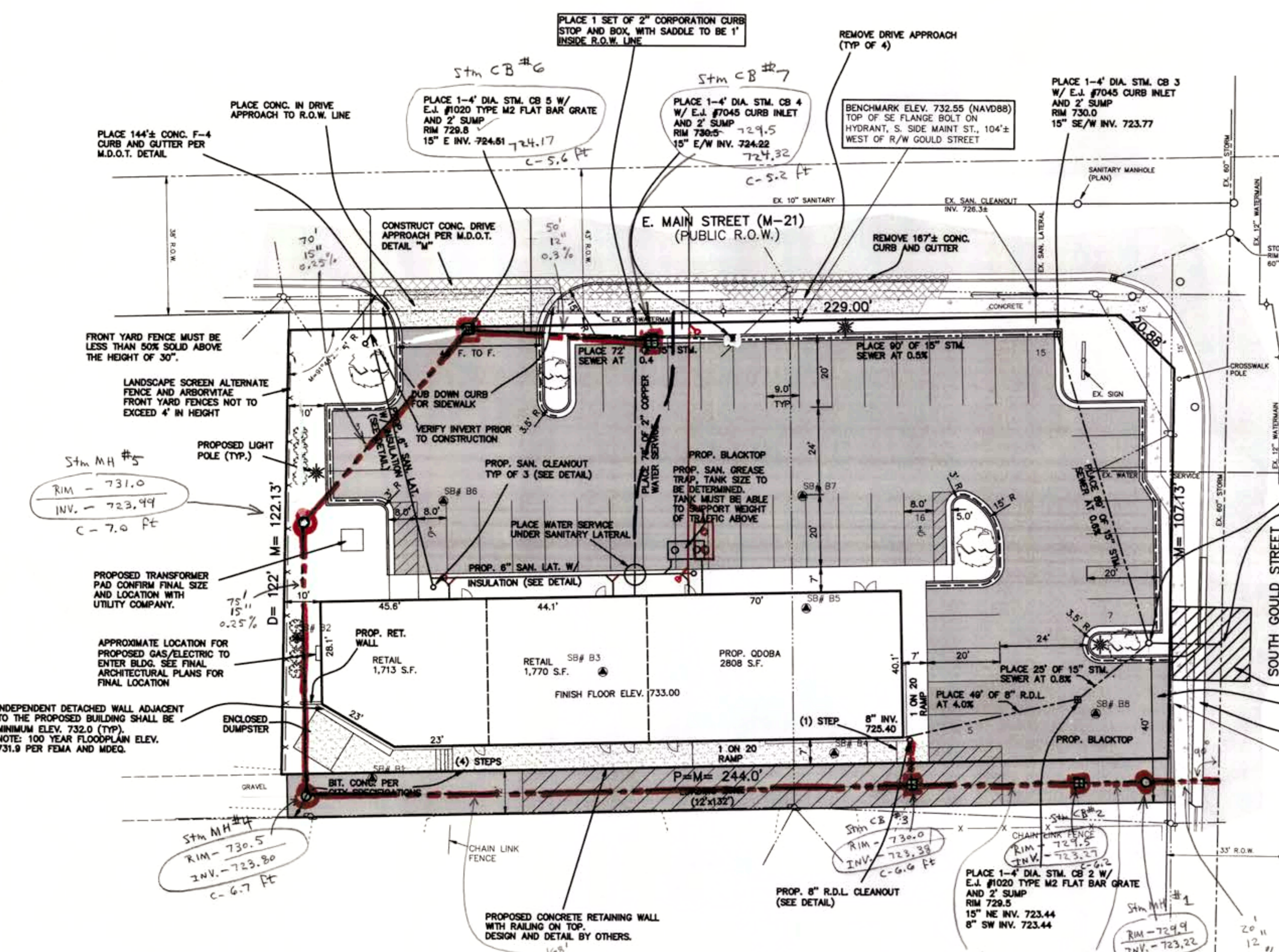
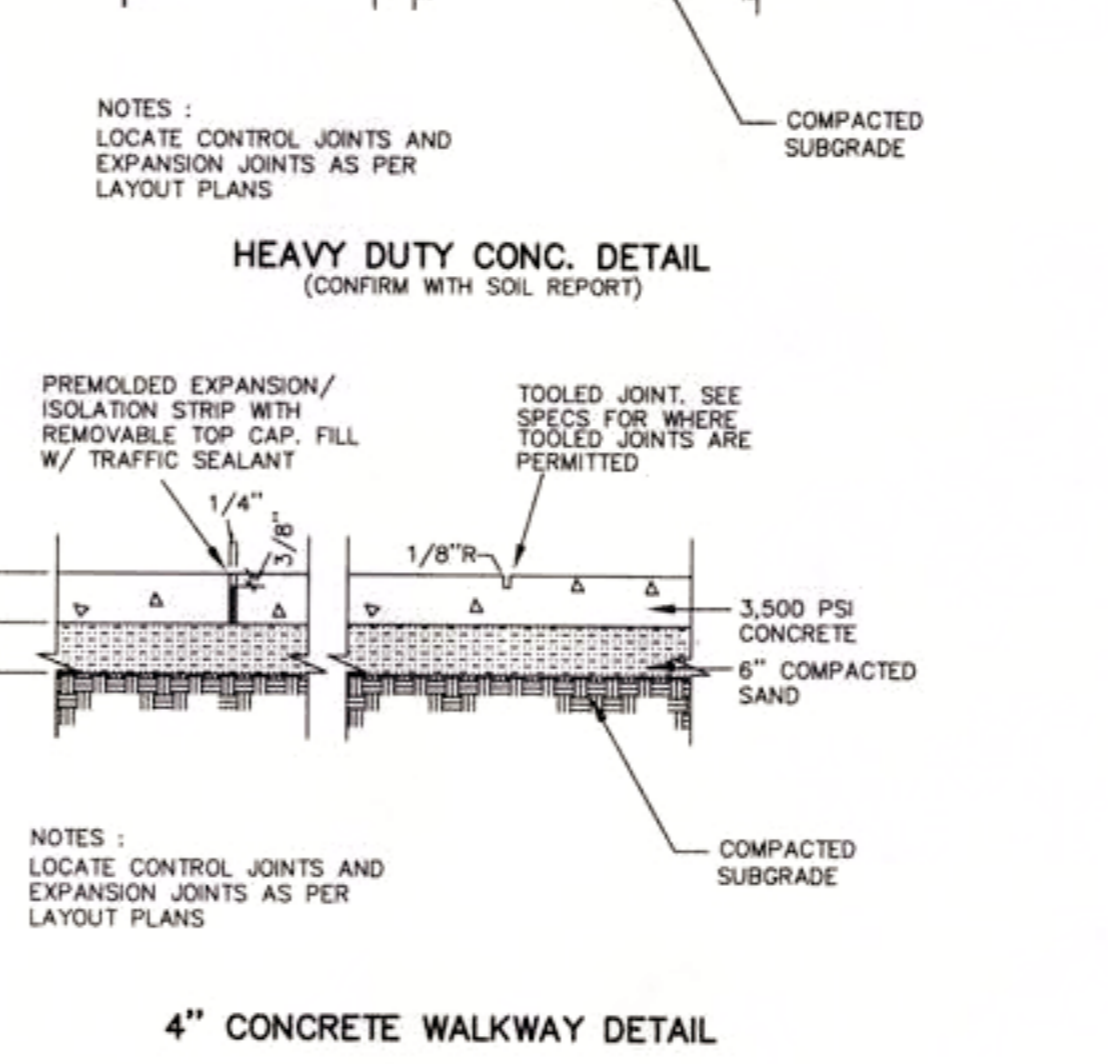
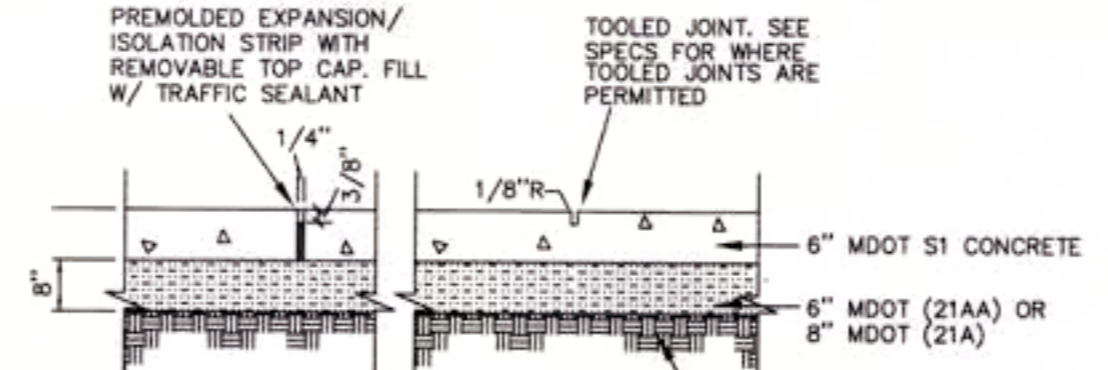
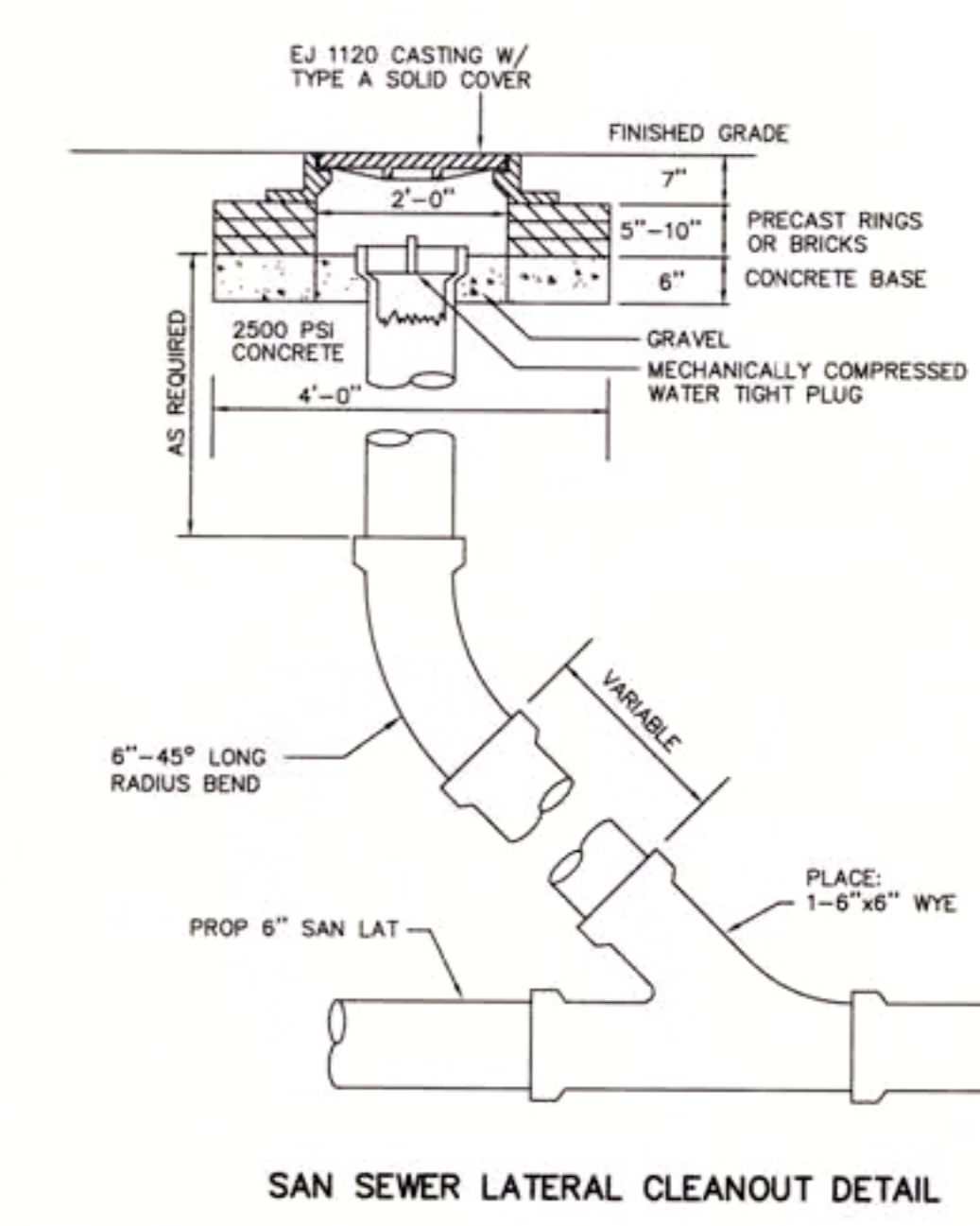
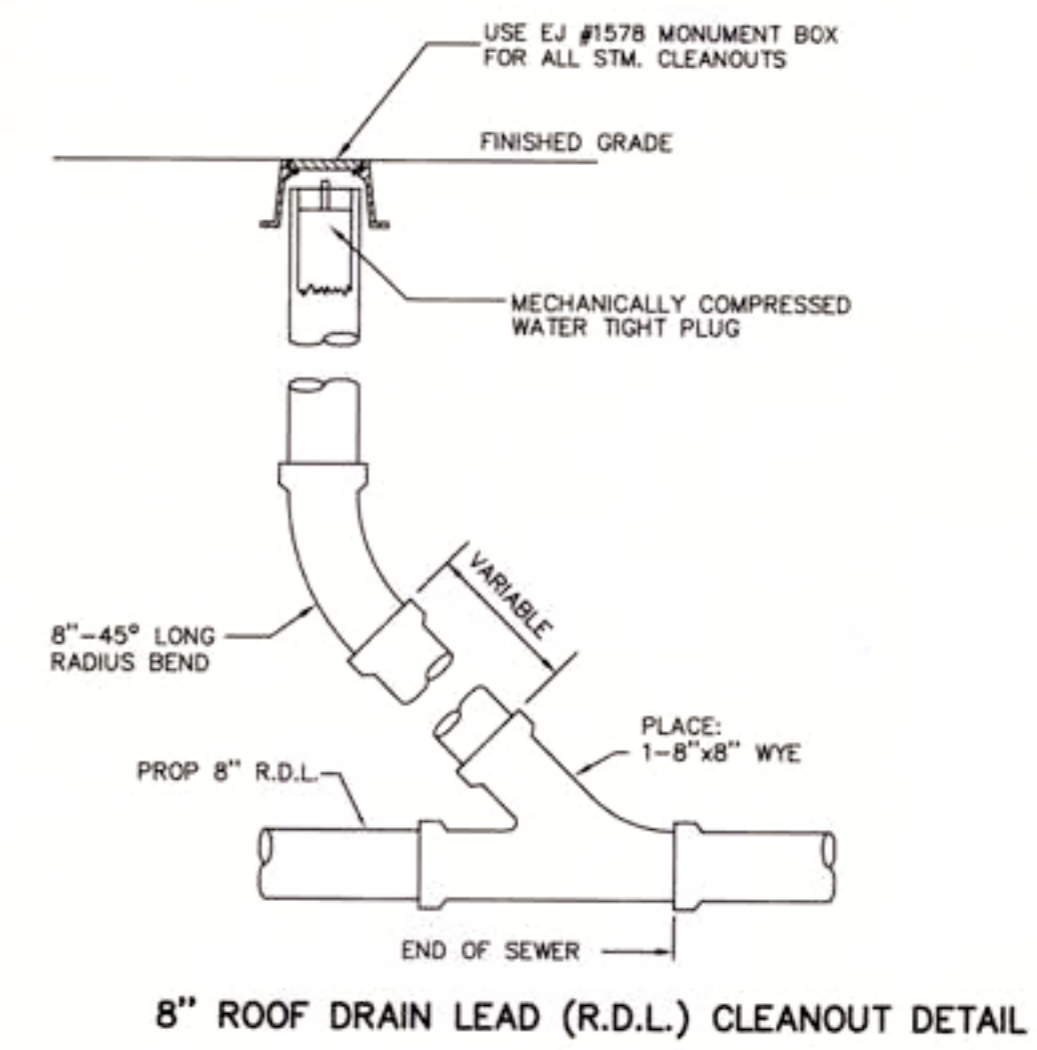
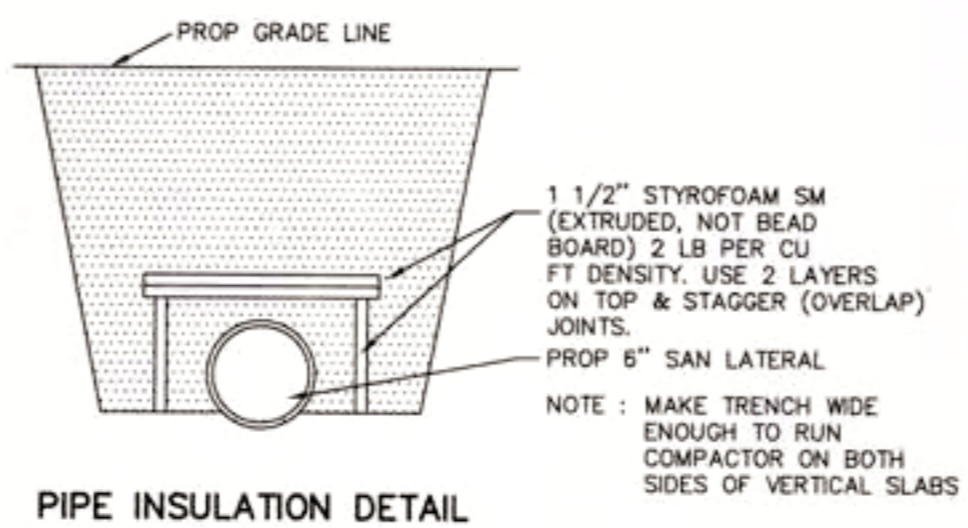
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- GENERAL NOTES:**
- Legal Description: Lots 83-87, Stafford Gardner & Trankles Central Add. except the N. 10' of said lots and also except a part of Lot 87 beginning at a point on the E. line Lot 87, 25' S. of the NE corner; thence N. on the E. line 15'; thence SE'ly to POB.
 - This property contains approximately 0.7 acres.
 - Existing Zoning - B-4 General Business District
Building Setback Requirements:
Front yard: 15 feet
Side yard:
-Corner lot which borders on a residential district to the rear: 20 feet
-Exterior side yard abutting a residential district: 10 feet
Rear yard: Adjacent to R-1, R-2 or RT-1 district: 10 percent of the depth of the lot 13 feet provided to center of alley
 - Parking Requirements:
Restaurant:
1 per 75 s.f. of useable floor area:
2800 s.f. - 80% useable = 2240 s.f. / 75 = 30 spaces
Retail:
1 per each 200 s.f. of useable floor area:
3407 s.f. - 80% useable = 2726 s.f. / 200 = 14 spaces
TOTAL required: 44 spaces
Parking Provided:
Standard spaces 44
Barrier free spaces 2
TOTAL 46
 - Underground utilities:
Sanitary sewer - connect to existing sanitary sewer leads under M-21 (provide grease trap as necessary)
Watermain - connect to existing 8" watermain along south ROW of M-21
Storm sewer - provide catch basins in parking lot with outlet pipe tapped into 60 inch storm sewer along Gould Ave., as shown
 - Site is in Shiawassee River 100 year floodplain. Floodplain earth fill and compensating floodplain earth cut at 930 Jerome Ave. shall be performed in compliance with the terms and specifications of MDEQ Permit No. 14-78-0006-P issued January 23, 2015.
 - Work inside M-21 ROW to be coordinated with MDOT.
 - Due diligence must be exercised regarding on site environmental conditions as outlined in the global environmental engineering inc. reports dated Aug. 10, 2012 titled: Baseline Environmental Assessment Report and Section 7a Compliance Analysis for the 910 East Main Street Site.
 - All curb radius are 5' to face unless otherwise noted.
 - For existing soils and engineered fill specifications recommendations and light duty asphalt, medium duty asphalt, and concrete section requirements.
Refer to: Geotechnical Engineering Investigation Report dated March 19, 2015
W.E.S.T./Project No. 15-0014
By: Wolvenhite Engineering & Surveyors, Inc.
312 North Street
Mason, MI 48854
Attn: Dan Wisinski
Phone: (517) 676-9200
11. PM Environmental J. Adam Patton, CHMM
Phone: (517) 325-9867
Cell: (517) 202-4288

- STORM SEWER NOTES:**
- 1.12" storm sewer pipe shall be SLPPP with water tight joint connection
 2. All 15" storm sewer pipe shall be C-76-III, or SLPPP with water tight joint connections.
 3. 8" Roof drain lead and storm sewer pipe shall be PVC Schedule 40, or PVC SDR-26 pipe.
 4. Storm sewer manhole and catchbasin structures shall be pre-cast concrete, per industry standards.
- SANITARY SEWER AND WATERMAIN NOTES:**
1. All sanitary sewer and watermain materials and construction methods shall conform to the standard specifications and details of the City of Owosso.
 2. Verify existing sanitary lateral location, size, and depth before construction.
 3. Any un-used (abandoned) sanitary lateral and water services shall be plugged and trench backfilled per City of Owosso approved methods. Existing size, location and depth information shall be furnished to the City of Owosso for accurate record keeping purposes.
 4. Place proposed 8" sanitary lateral over proposed 15" storm sewer.
 5. Proposed sanitary lateral and water service to have minimum 4 feet of earth cover, unless insulated and approved by the City.



may 11, 2015 Concept Utility Design Change WORK SHEET 1.0f2



QDOBA/RETAIL SITE RE-DEVELOPMENT AND UTILITY PLAN

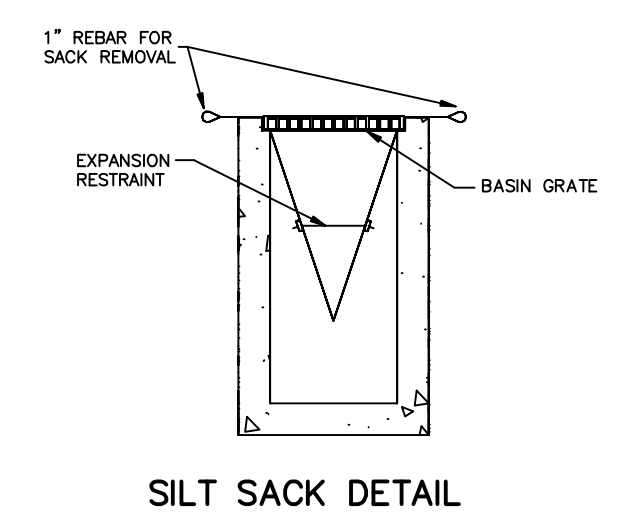
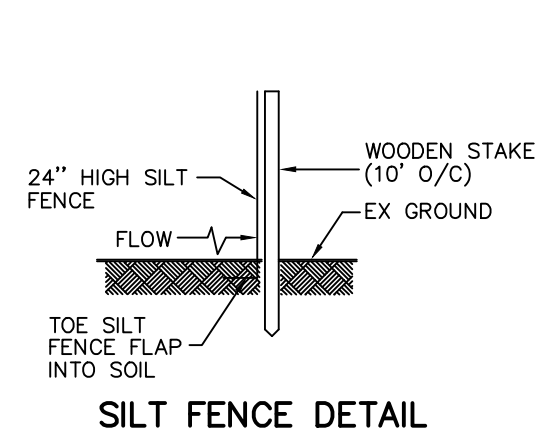
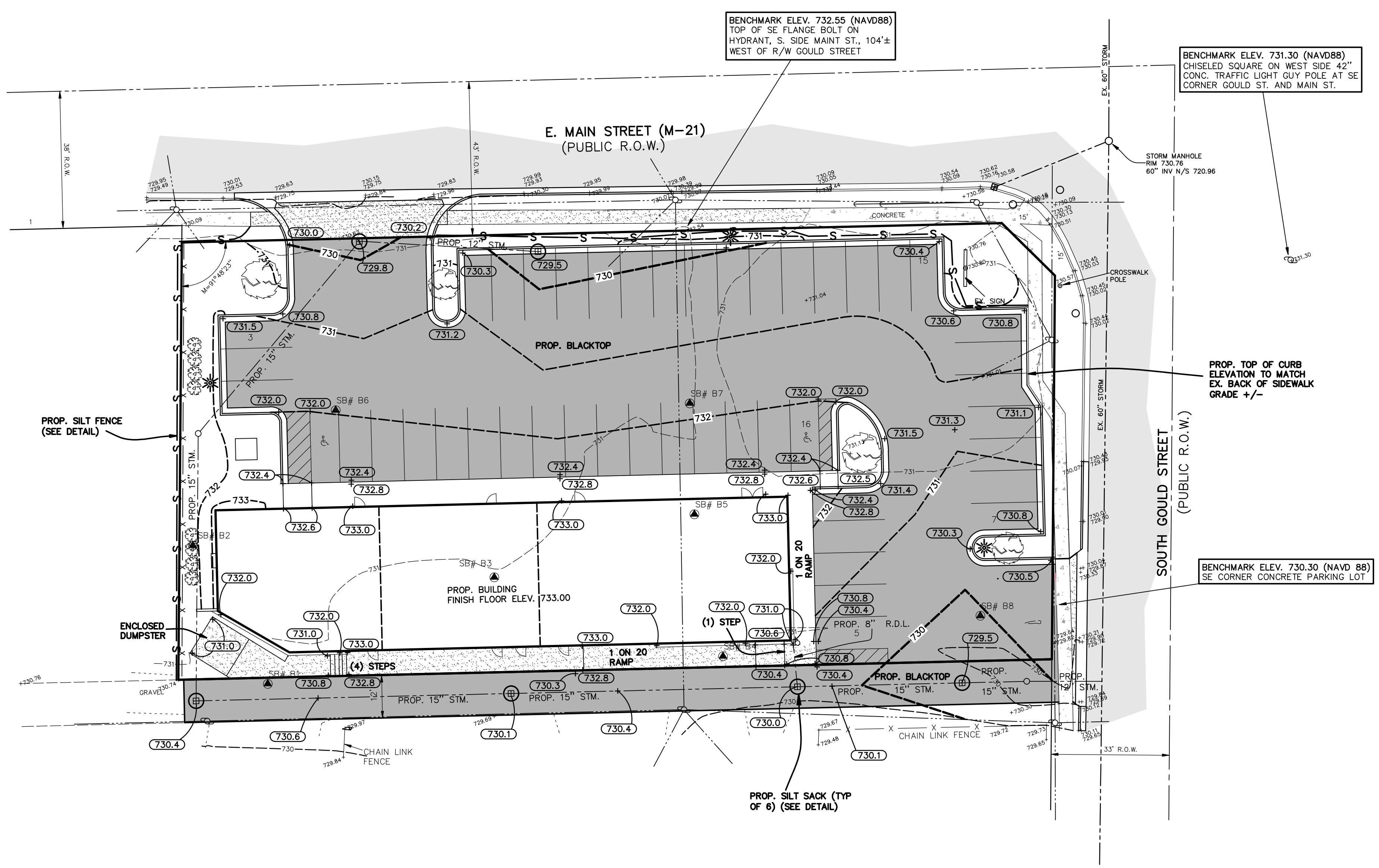
FOR: SOUTHWIND RESTAURANTS
109 EAST BROADWAY
MT. PLEASANT, MI 48858
ATTN: KEVIN EGNATUK

IN: PART OF THE NW 1/4, SECTION 19, T7N, R3E,
CITY OF OWOSSO, SHIAWASSEE COUNTY, MICHIGAN

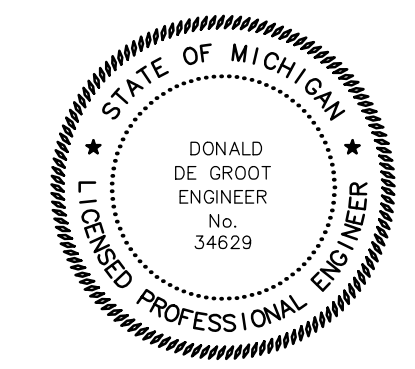
REVISIONS:

3/20/15 REV. PER OWNER (JSD)	DRAWN BY: JSD	PROJ. ENG.: DDG	SHEET 2 of 3
3/10/15 REV. SAN. LATERAL (JSD)	APPROVED BY: DDG	PROJ. SURV.: BMF	
	FILE NO.: 141574E	DATE: 3/2/2015	

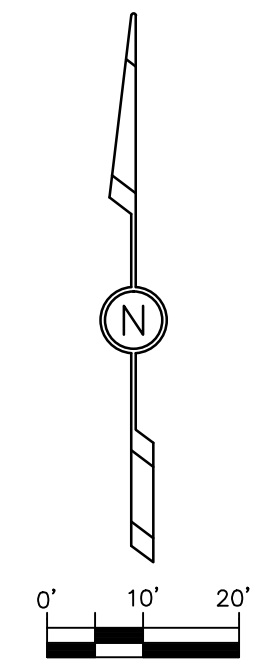
exxel engineering, inc.
planners • engineers • surveyors
5252 Clyde Park, S.W. • Grand Rapids, MI 49509
Phone: (616) 531-3660 • Fax: (616) 531-2121
www.exxelengineering.com




- SOIL EROSION CONTROL NOTES :
1. ALL SOIL EROSION CONTROL MEASURES ARE TO BE IN PLACE PRIOR TO THE START OF ANY GRADING.
 2. INSPECT AND MAINTAIN ALL TEMPORARY SOIL EROSION CONTROLS AFTER EACH SIGNIFICANT RAINFALL AND UNTIL THE SITE HAS BEEN PERMANENTLY STABILIZED.
 3. ALL NON-PAVED SURFACES SHALL BE TOPSOILED WITH MINIMUM OF 4" TOPSOIL AND SEEDED.
 4. PLACE ALL NEW STORM CATCHBASIN GRATES IN SILT SACKS UNTIL PAVING BEGINS.
 5. PLACE SILT FENCE AS SHOWN ON PLAN AND PER DETAIL.
 6. CONTRACTOR SHALL MINIMIZE TRACKING OF MUD AND SOIL ONTO ROADWAYS.
 7. AREA OF DISTURBANCE IS 0.76 ACRES.



Know what's below.
Call before you dig.



SCALE: 1" = 20'

GRADING AND SOIL EROSION CONTROL PLAN QDOBA/RETAIL SITE RE-DEVELOPMENT AT 910 E. MAIN ST.	
FOR: SOUTHWIND RESTAURANTS 109 EAST BROADWAY MT. PLEASANT, MI 48858 ATTN: KEVIN EGNATUK	
IN: PART OF THE NW 1/4, SECTION 19, T7N, R3E, CITY OF OWOSSO, SHIAWASSEE COUNTY, MICHIGAN	
REVISIONS: _____ _____ _____	 <p>planners • engineers • surveyors 5252 Clyde Park, S.W. • Grand Rapids, MI 49509 Phone: (616) 531-3660 Fax: (616) 531-2121 www.exxelengineering.com</p>
DRAWN BY: JSD APPROVED BY: DDG FILE NO.: 141574E	PROJ. ENG.: DDG PROJ. SURV.: BMF DATE: 3/2/2015
5/28/15 REV-BROWNFIELD RE-DEVELOPMENT 3/20/15 REV-PER OWNER (USD)	SHEET 3 of 3

GENERAL NOTES:

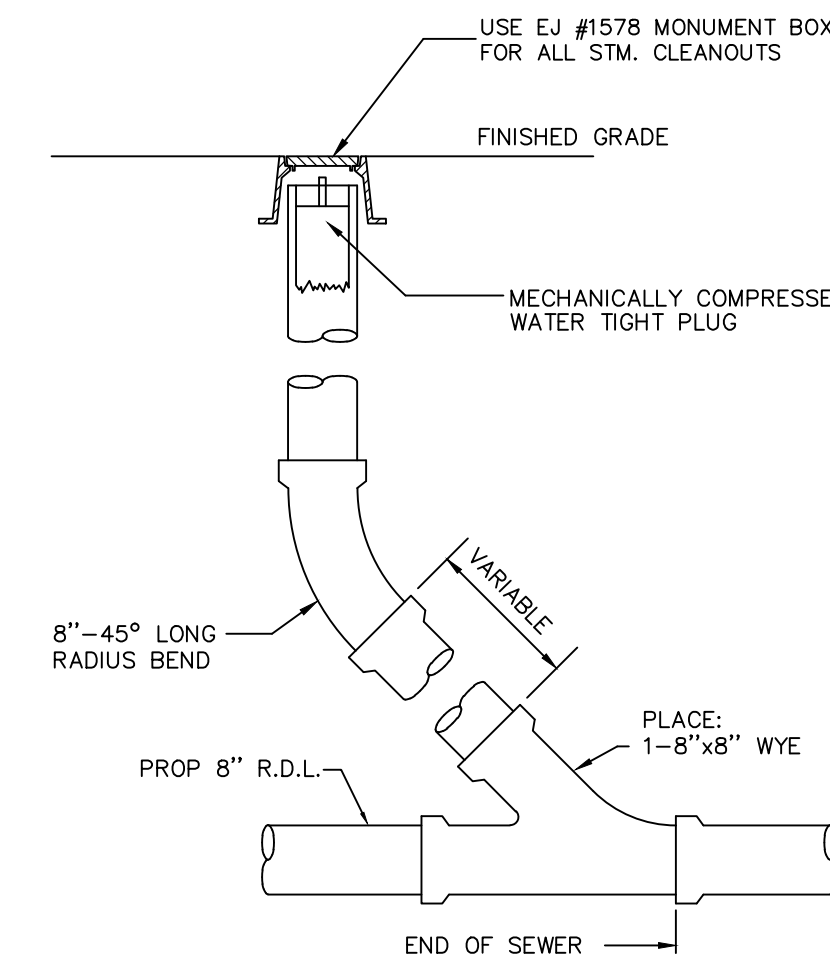
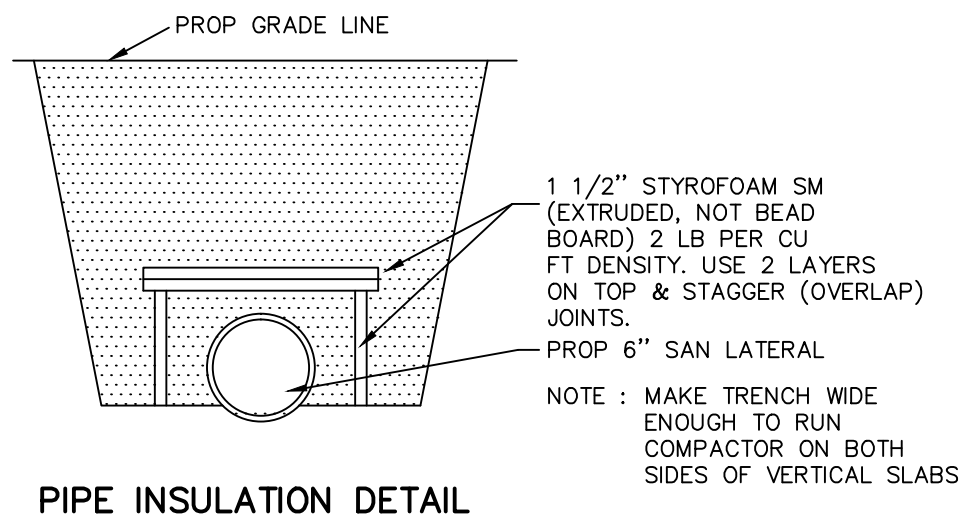
- Legal Description: Lots 83-87, Stafford Gardner & Trankles Central Add. except the N. 10' of said lots and also except a part of Lot 87 beginning at a point on the E. line Lot 87, 25' S. of the NE corner; thence N. on the E. line 15'; thence SE 1/4 to POB.
- This property contains approximately 0.7 acres.
- Existing Zoning - B-4 General Business District
 Building Setback Requirements:
 Front yard: 15 feet
 Side yard:
 -Corner lot which borders on a residential district to the rear: 20 feet
 -Exterior side yard abutting a residential district: 10 feet
 Rear yard: Adjacent to R-1, R-2 or RT-1 district: 10 percent of the depth of the lot 13 feet provided to center of alley
- Parking Requirements:
 Restaurant:
 1 per 75 s.f. of useable floor area:
 2800 s.f.-80% useable=2240 s.f. / 75 = 30 spaces
 Retail:
 1 per each 200 s.f. of useable floor area:
 3407 s.f.-80% useable = 2726 s.f. / 200 = 14 spaces
 TOTAL required: 44 spaces
 Parking Provided:
 Standard spaces 44
 Barrier free spaces 2
 TOTAL 46
- Underground utilities:
 Sanitary sewer - connect to existing sanitary sewer leads under M-21 (provide grease trap as necessary)
 Watermain - connect to existing 8" watermain along south ROW of M-21
 Storm sewer - provide catch basins in parking lot with outlet pipe tapped into 60 inch storm sewer along Gould Ave., as shown.
- Site is in Shiawassee River 100 year floodplain. Floodplain earth fill and compensating floodplain earth cut at 930 Jerome Ave. shall be performed in compliance with the terms and specifications of MDEQ Permit No. 14-78-0006-P issued January 23, 2015.
- Work inside M-21 ROW to be coordinated with MDOT.
- Due diligence must be exercised regarding site environmental conditions as outlined in the global environmental engineering inc. reports dated Aug. 10, 2012 titled: Baseline Environmental Assessment Report and Section 7a Compliance Analysis for the 910 East Main Street Site.
- All curb radius are 5' to face unless otherwise noted.
- For existing soils and engineered fill specifications recommendations and light duty asphalt, medium duty asphalt, and concrete section requirements, Refer to: Geotechnical Engineering Investigation Report dated March 19, 2015 W.E.S.I. Project No. 15-0014 By: Wolverine Engineering & Surveyors, Inc. 312 North Street Mason, MI 48854 Attn: Dan Wisinski Phone: (517) 676-9200
- For Brownfield Re-Development on the site, all construction activities must follow the MDEQ and PM ENVIRONMENTAL INC. requirements and recommendations. J. ADAM PATTON, CHMM Phone: (517) 325-9867 Cell: (517) 202-4288 PM ENVIRONMENTAL, INC. 3340 Ranger Road Lansing, MI 48906

STORM SEWER NOTES:

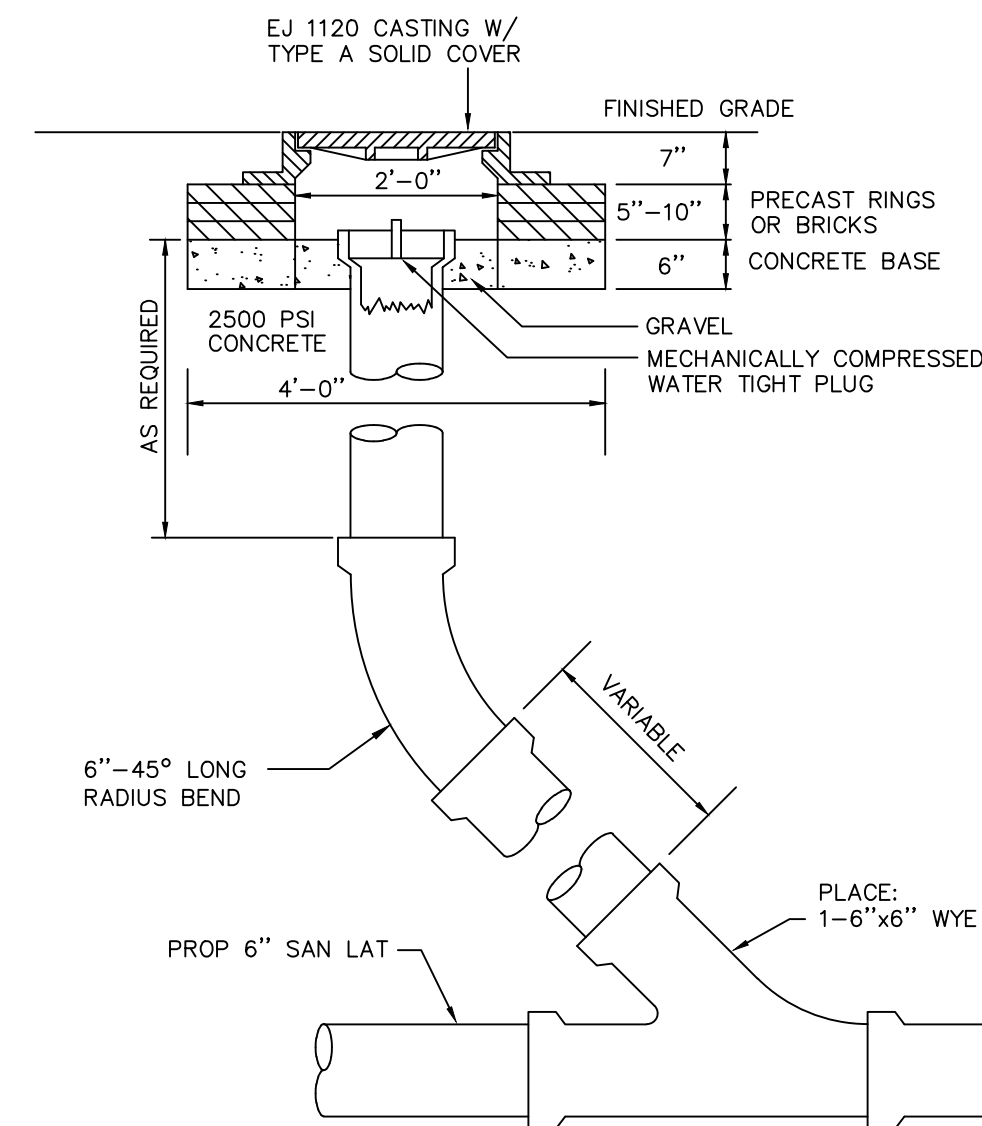
- All storm sewer installation and materials for structures and pipe, including gaskets and seals to follow the requirements and recommendations of the MDEQ and PM ENVIRONMENTAL INC. for the Brownfield Re-Development. See general note No. 11 above.

SANITARY SEWER AND WATERMAIN NOTES:

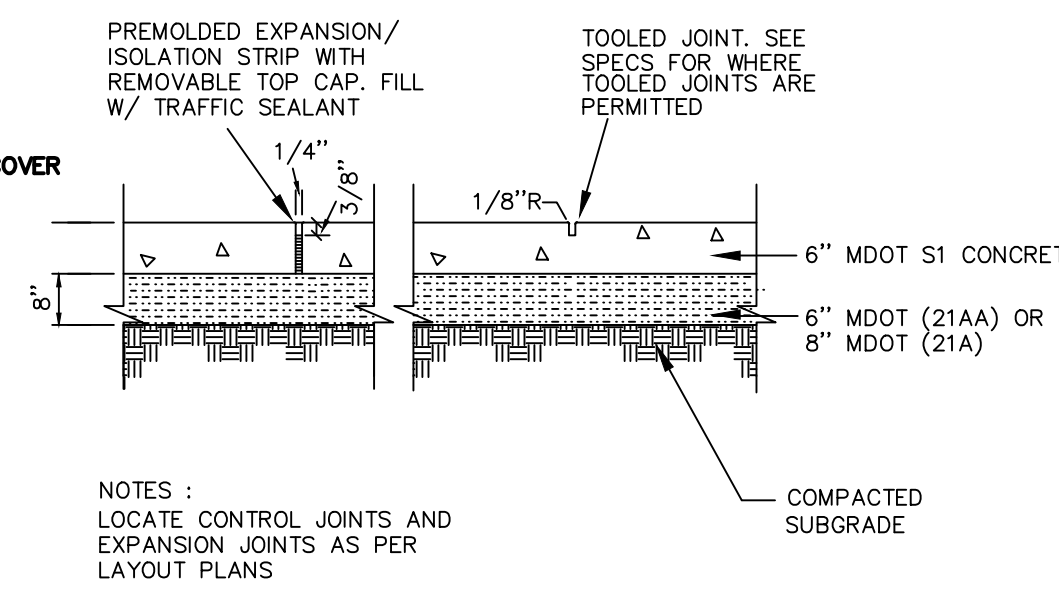
- All sanitary sewer and watermain materials and construction methods shall conform to the standard specifications and details of the City of Owosso.
- Verify existing sanitary lateral location, size, and depth before construction.
- Any un-used (abandoned) sanitary lateral and water services shall be plugged and trench backfilled per City of Owosso approved methods. Existing size, location and depth information shall be furnished to the City of Owosso for accurate record keeping purposes.
- Proposed sanitary lateral and water service to have minimum 4 feet of earth cover, unless insulated and approved by the City.



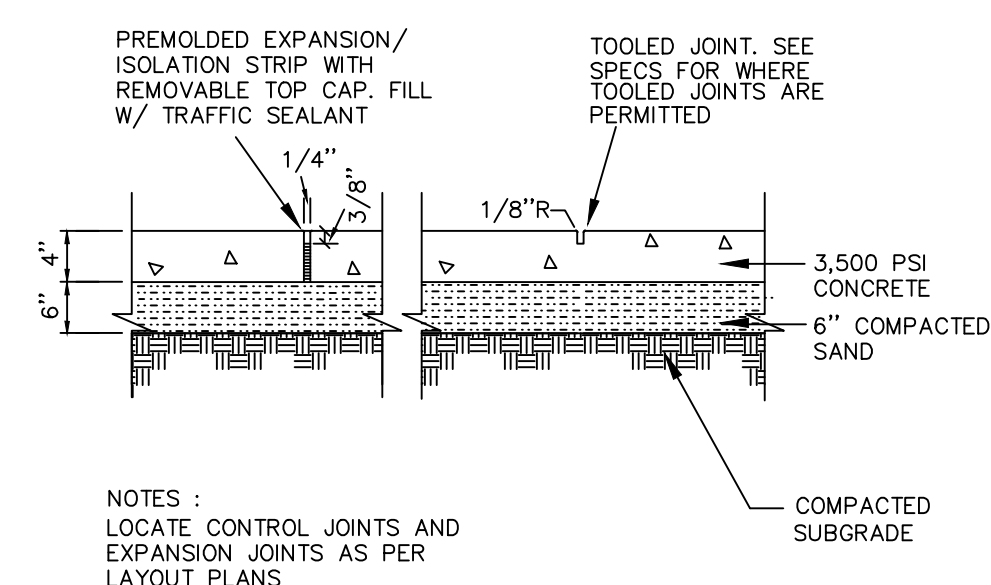
8" ROOF DRAIN LEAD (R.D.L.) CLEANOUT DETAIL



SAN SEWER LATERAL CLEANOUT DETAIL



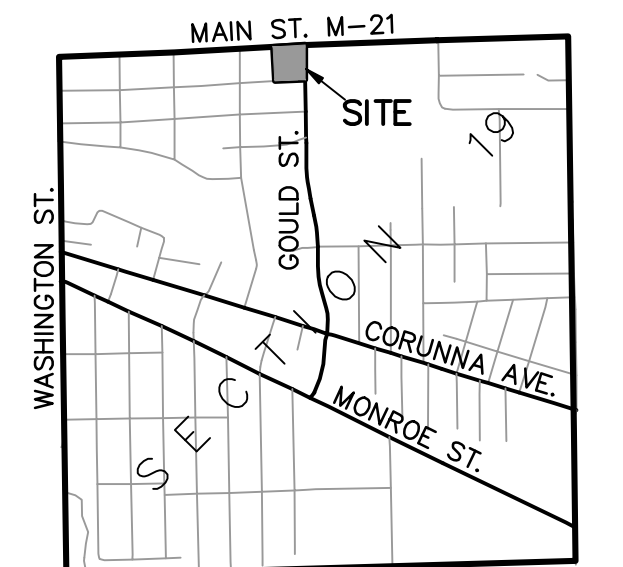
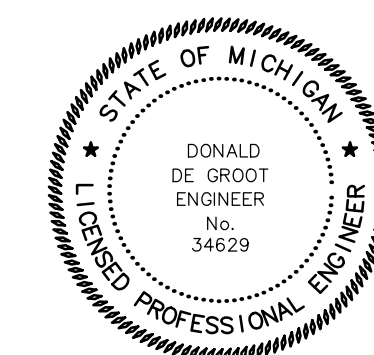
HEAVY DUTY CONC. DETAIL
(CONFIRM WITH SOIL REPORT)



4" CONCRETE WALKWAY DETAIL



Know what's below.
Call before you dig.



LOCATION MAP

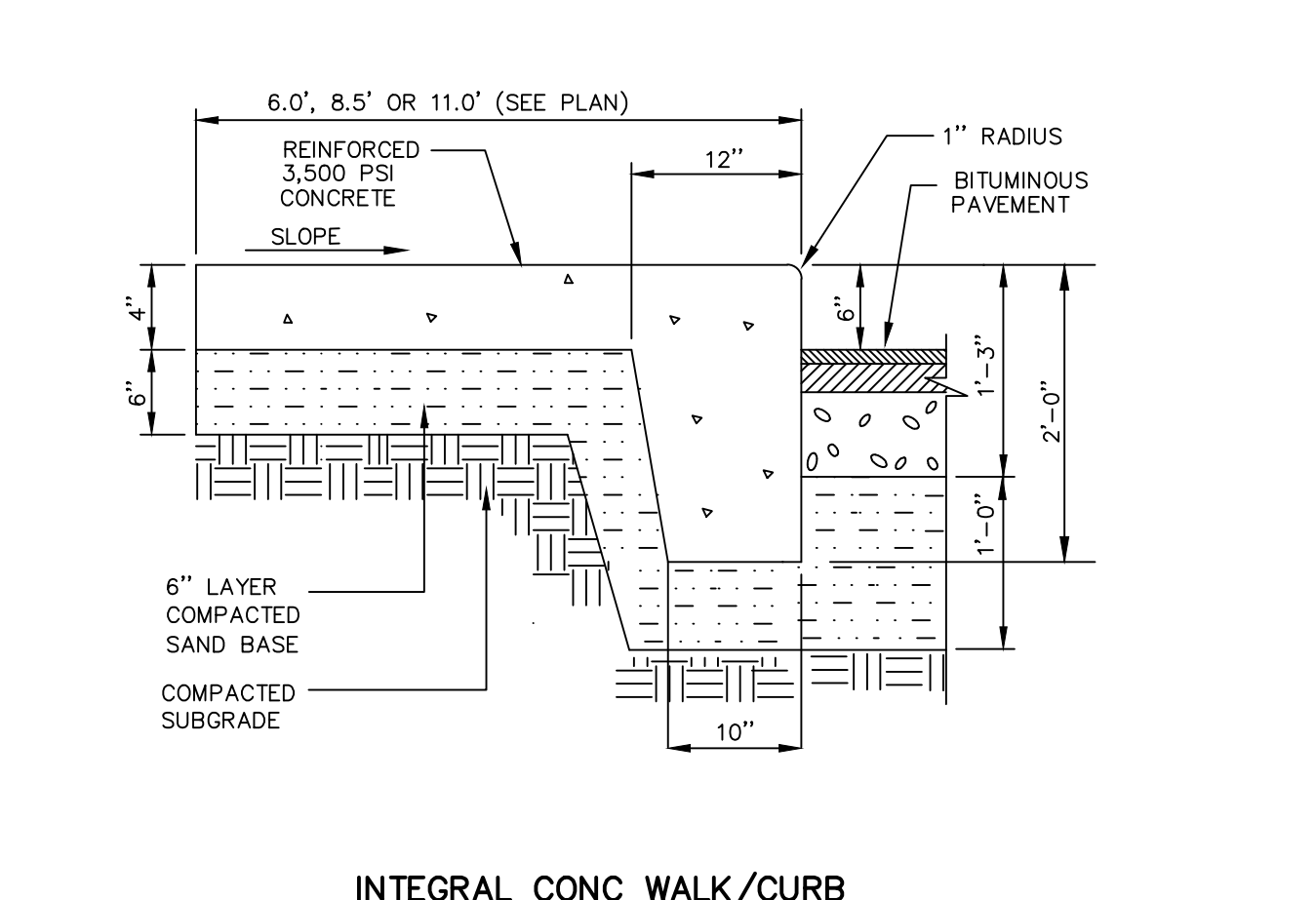
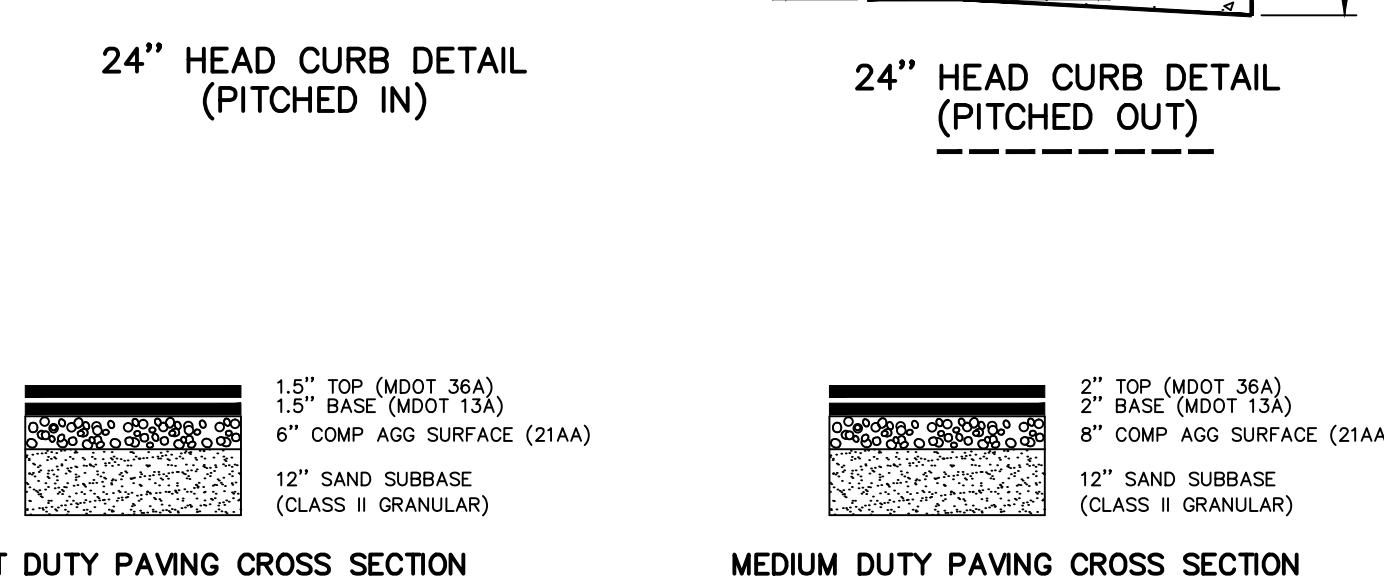
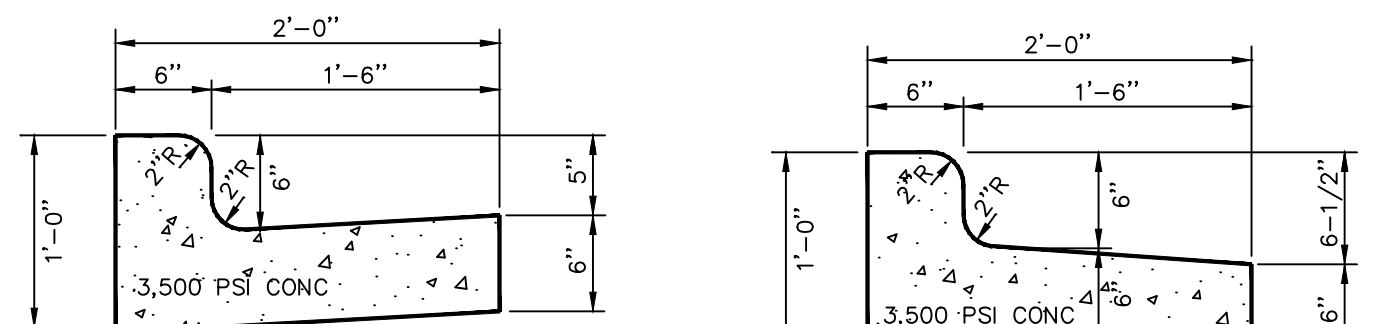
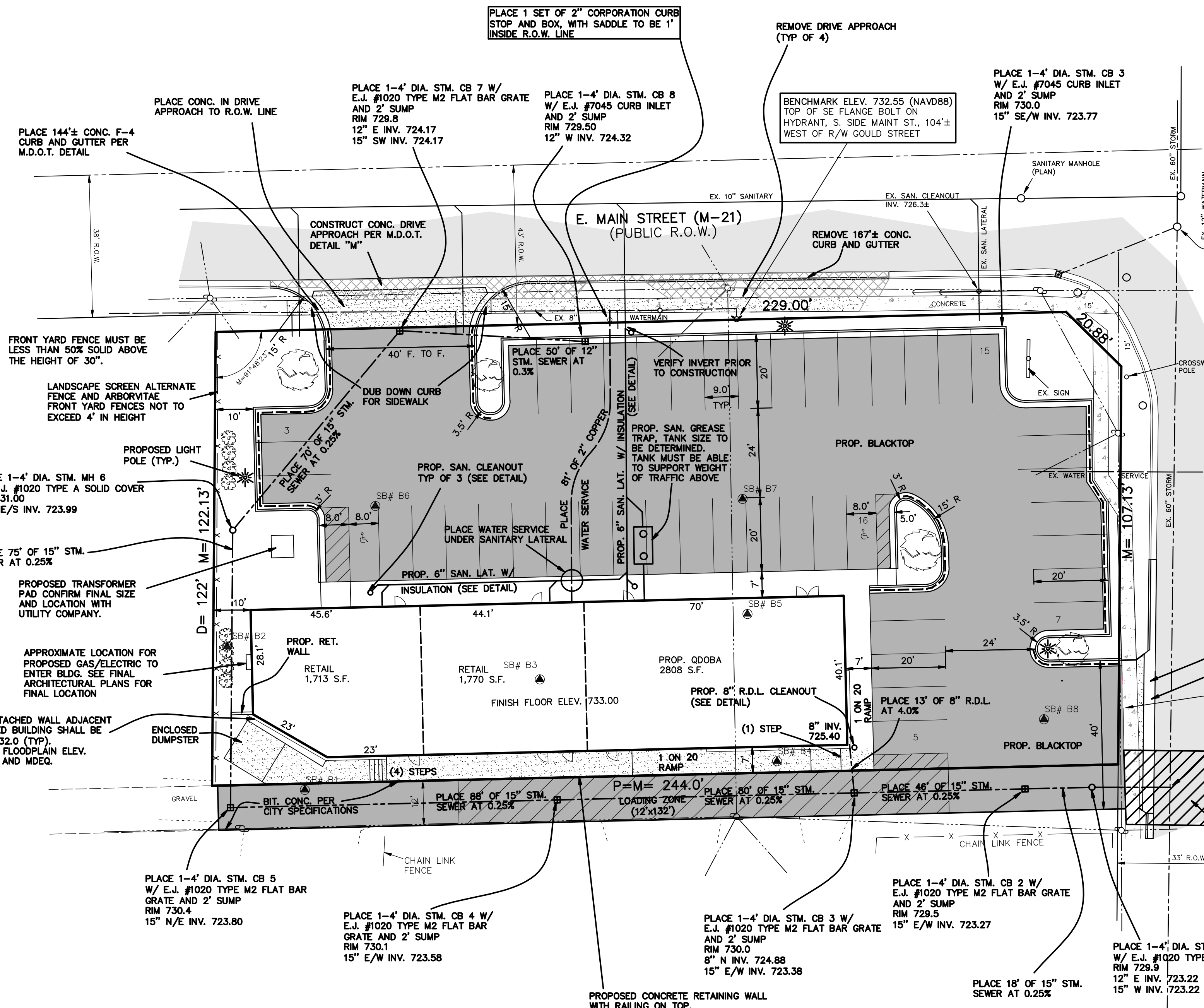
QDOBA/RETAIL SITE RE-DEVELOPMENT AND UTILITY PLAN

FOR: SOUTHWIND RESTAURANTS
 109 EAST BROADWAY
 MT. PLEASANT, MI 48858
 ATTN: KEVIN EGNATUK
 IN: PART OF THE NW 1/4, SECTION 19, T7N, R3E,
 CITY OF OWOSSO, SHIAWASSEE COUNTY, MICHIGAN

REVISIONS:	DATE:	BY:

exxel engineering, inc.
 planners • engineers • surveyors
 5252 Clyde Park, S.W. • Grand Rapids, MI 49509
 Phone: (616) 531-3660 Fax: (616) 531-2121
 www.exxelengineering.com

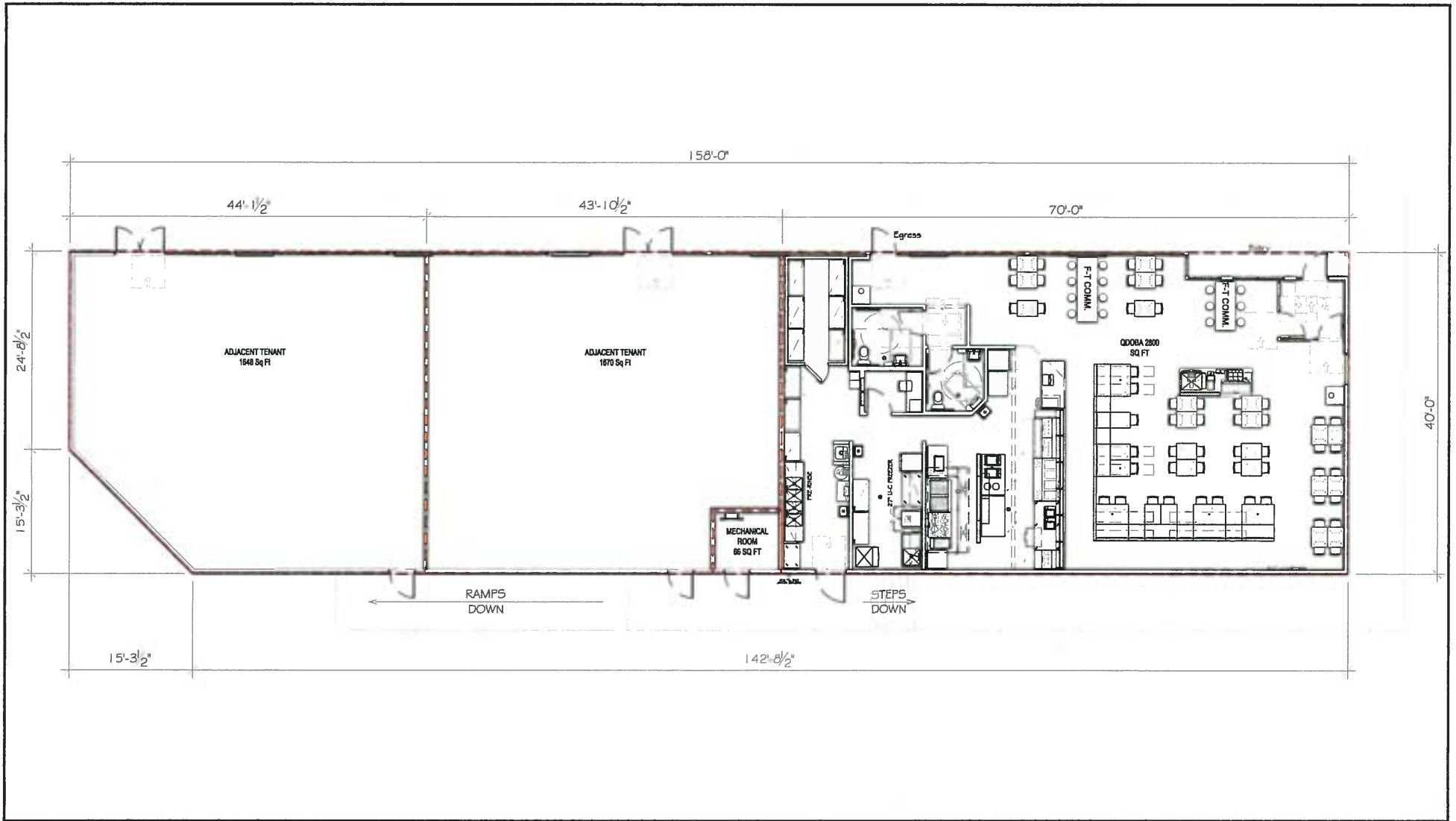
5/28/15 REV.-BROWNFIELD RE-DEVELOPMENT	DRAWN BY: JSD	PROJ. ENG.: DDG	SHEET 2 of 3
3/20/15 REV. PER OWNER (USD)	APPROVED BY: DDG	PROJ. SURV.: BMF	
3/10/15 REV. SAN. LATERAL (USD)	FILE NO.: 141574E	DATE: 3/2/2015	



LIGHT DUTY PAVING CROSS SECTION
(CONFIRM WITH SOIL REPORT)

MEDIUM DUTY PAVING CROSS SECTION
(CONFIRM WITH SOIL REPORT)


INTEGRAL CONC WALK/CURB



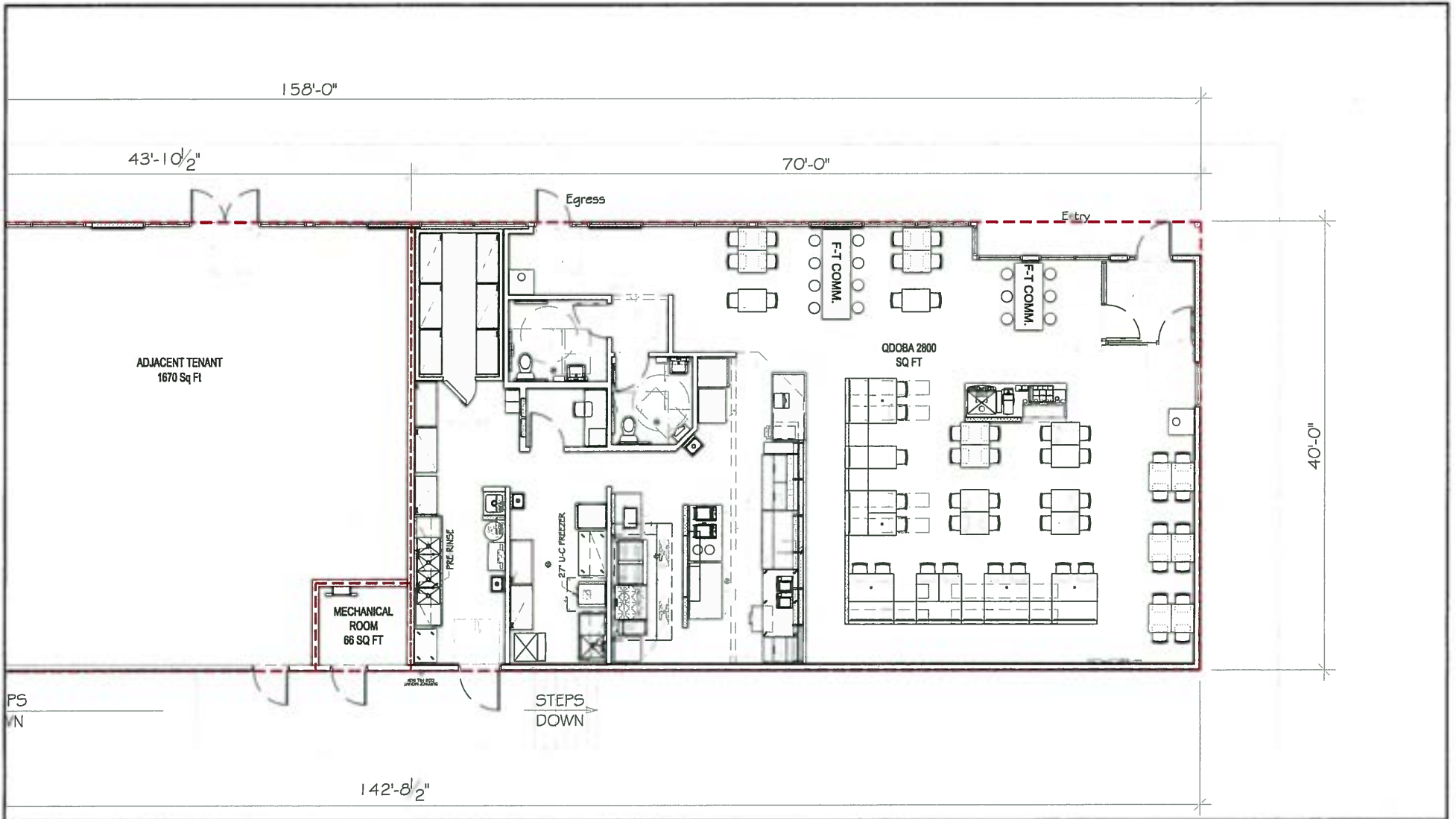
PROJ. NO.: 14-00	LOD 6191 Sq Ft	OWNER / TENANT: Johnroe								
DATE: 01/22/15										
SHEET # 005										
<table border="1"> <tr> <td>TRACER</td> <td>02/12/15</td> <td>02/23/15</td> <td>03/02/15</td> </tr> <tr> <td>JTC</td> <td></td> <td></td> <td></td> </tr> </table>	TRACER	02/12/15	02/23/15	03/02/15	JTC				Multi-Tenant Building Owosso, MI	SCALE: N.T.S.
TRACER	02/12/15	02/23/15	03/02/15							
JTC										

THIS SCHEMATIC WAS PRODUCED FROM INFORMATION PROVIDED. A SITE SURVEY SHOULD BE COMPLETED TO VERIFY EXISTING CONDITIONS

LENNER DESIGN GROUP, INC.



158 WEST MAIN ST.
LENA, IL 61048
PH: 815-369-9155
FAX: 815-369-4495
WWW.LENNERDESIGN.COM



PROJ. NO. 1440	Schematic
DATE 01/22/15	2800 Sq Ft 80 Seats
SHEET # 005	

QDOBA
Multi-Tenant Building
Owosso, MI

OWNER / TENANT:
Johnroe
SCALE:
1/8" = 1'-0"



THIS SCHEMATIC WAS PRODUCED FROM INFORMATION PROVIDED. A SITE SURVEY SHOULD BE COMPLETED TO VERIFY EXISTING CONDITIONS

UNILE Design Group
158 WEST MAIN ST.
LENA, IL 61048
PH: 815-369-9135
FAX: 815-369-4485
WWW.LENEDSIGN.COM

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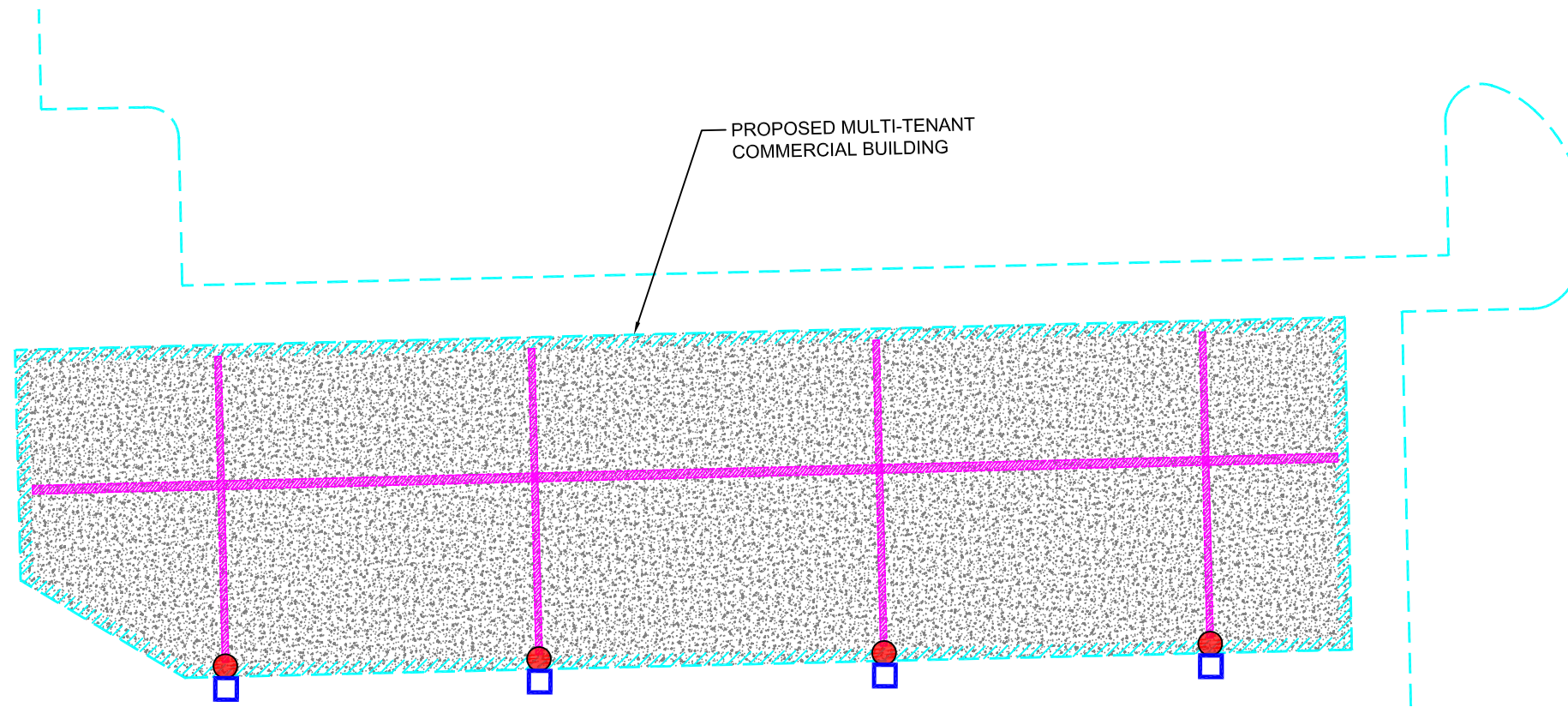
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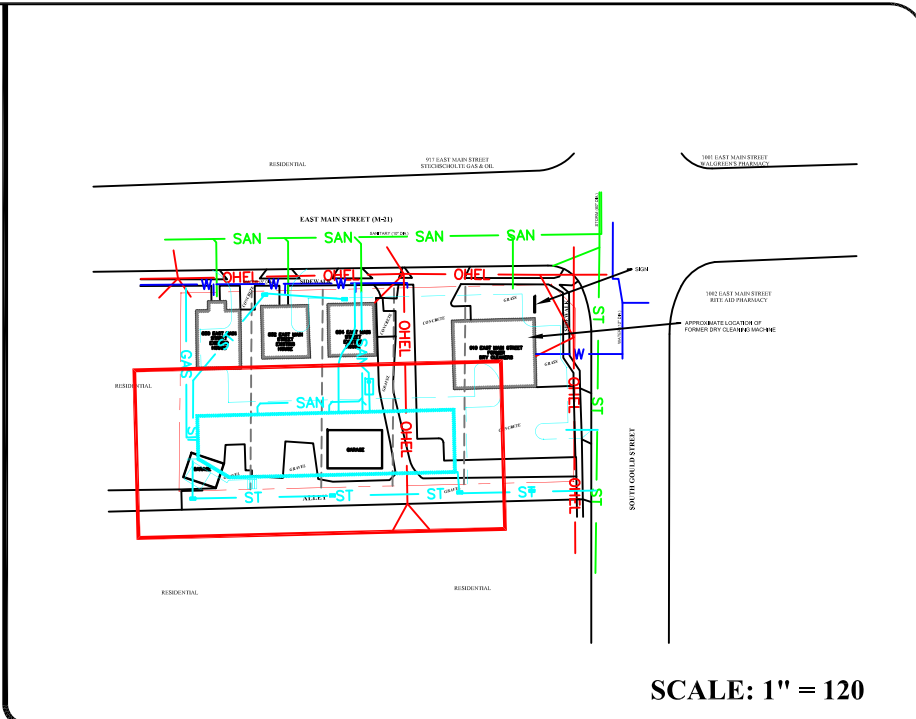
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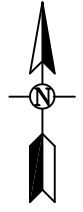
PROPOSED MULTI-TENANT
COMMERCIAL BUILDING



SCALE: 1" = 120

LEGEND:

- SUBJECT PROPERTY
 - W WATER
 - SAN SANITARY SEWER
 - ST STORM SEWER
 - OHEL OVERHEAD ELECTRIC LINE
 -
 -
 - PARCEL / LOT BOUNDARIES
 -
 - PROPOSED SITE FEATURES
 - PROPOSED WATER
 - PROPOSED SANITARY SEWER
 - PROPOSED STORM SEWER
 - PROPOSED GAS
-
- CONCRETE PAVEMENT
 - VAPOR VENT SOIL GAS COLLECTION PIPING
 - VAPOR BARRIER VENT RISER (SEE NOTES 1 AND 2)
 - VAPOR BARRIER SYSTEM TEST PORT (SEE NOTE 3)



- NOTE (1) ALL VAPOR BARRIER VENT PIPING TO BE EQUIPPED WITH LABELS IDENTIFYING THEM AS VAPOR MITIGATION SYSTEM COMPONENTS. THIS INCLUDES ALL VERTICAL RISERS ABOVE THE ROOF LINE.
- NOTE (2) ALL VAPOR BARRIER VENT RISER OUTLETS WILL BE INSTALLED VERTICALLY AND WILL BE EQUIPPED WITH SHUTOFF VALVES AND RAIN CAPS.
- NOTE (3) VAPOR BARRIER TEST PORTS WILL BE INSTALLED AT THE SOUTH BUILDING WALL AND WILL BE INSTALLED IN-LINE WITH SHUTOFF VALVES LOCATED ABOVE THE PORT ORIFICE.




FIGURE C1
PROPOSED VAPOR BARRIER LAYOUT

PROJ: COMMERCIAL PROPERTY
830, 832, 834, AND 910 EAST MAIN STREET
OWOSSO, MI

THIS IS NOT A LEGAL SURVEY	DRN BY: CS	DATE: 5/7/2015	
VERIFY SCALE	CHKD BY: AP	SCALE: 1" = 20'	
0 20'	FILE NAME: 01-5363-0-001FC1R00		

IF NOT 1" ON THIS SHEET, ADJUST SCALES ACCORDINGLY.



April 28, 2015

Adam Patton
Manager – Site Investigation Services
PM Environmental
3340 Ranger Road
Lansing, MI 48906

Re: Qdoba Retail – Owosso, MI – Geo-Seal® Site Compatibility

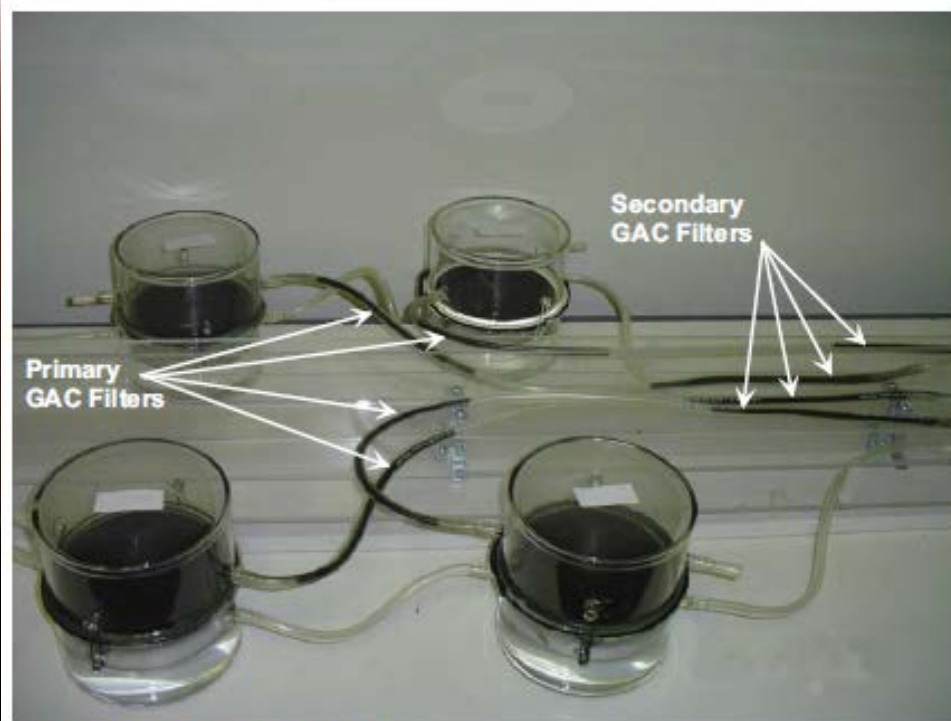
Dear Mr. Patton,

Upon review of the soil concentrations of PCE and an attachment provided from Global Environmental Engineering Inc. with soil boring data for the above referenced site, Land Science recommends the use of the FILM 11 base layer to be used in lieu of the Geo-Seal BASE layer. The FILM 11 base layer is an 11 mil cross laminated HDPE sheet which will provide additional chemical resistance protection per the site conditions. Therefore, Land Science Technologies verifies compatibility of the Geo-Seal system for the site and will approve warranty upon request.

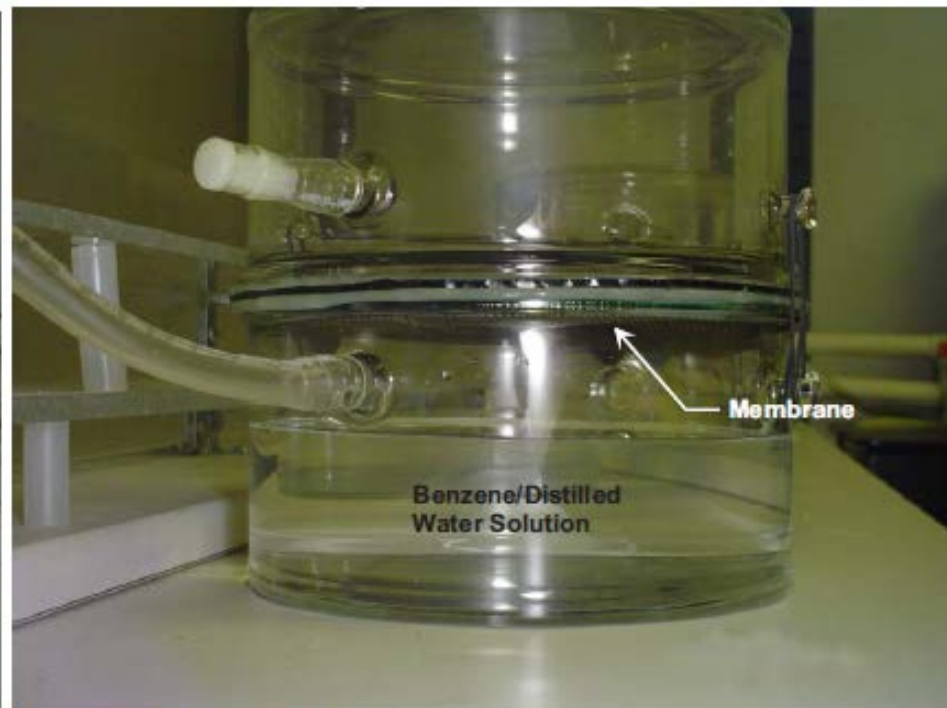
Sincerely,

Adam Richards, PE
Central Region Technical Manager
arichards@landsciencetech.com
M: 312.515.1935

GeoKinetics Method



Overview of Diffusion Test Chambers



Close-Up of Diffusion Test Chamber

Diffusion Rates ~ PCE

Product	Contaminant	Test Concentration	Result
Liquid Boot	PCE	6,000 mg/m ³	2.74 x 10 ⁻¹⁴ m ² /sec
Liquid Boot Plus	PCE	120,000 mg/m ³	3.1 x 10 ⁻¹⁶ m ² /sec
Geo-Seal	PCE	90,000 mg/m³	4.0 x 10⁻¹⁷ m²/sec

Diffusion Rates ~ Benzene

Product	Contaminant	Test Concentration	Result
Liquid Boot	Benzene	43,000 ppm	3.35×10^{-11} m ² /sec
Liquid Boot Plus	Benzene	Not reported	4.5×10^{-15} m ² /sec
Geo-Seal	Benzene	125,500 ppm	6.9×10^{-16} m²/sec

Geo-Seal® FILM-11 Layer

The Geo-Seal™ FILM-11 layer is comprised of a high strength, cross laminated HDPE membrane (Class A Rating). The FILM-11 layer is installed over the substrate and the cross laminated HDPE provides the ideal surface for the application of the Geo-Seal CORE component. The FILM-11 layer can be used in lieu of, or in addition to, the standard Geo-Seal BASE layer to increase the performance of the standard Geo-Seal system or to meet the project needs.

PROPERTIES	TEST METHOD	Geo-Seal FILM-11
Film Thickness		11 mil
Classification	ASTM E 1745-09	Exceed Class A,B and C
Tensile	ASTM E 154-93	50 lbs / in
Puncture Resistance	ASTM D 1709	2400 grams
Water Vapor Permeance	ASTM E 96	0.020 Perms
Life Expectancy	ASTM E 154-93	Indefinite
Chemical Resistance	ASTM E 154-93	Excellent
Packaging: 12.75'x200'		

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Geo-Seal® Vapor Intrusion Barrier
02 56 19.13
Fluid-Applied Gas Barrier
Version 1.4

Note: If membrane will be subjected to hydrostatic pressure, please contact Land Science Technologies™ for proper recommendations.

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the contract, including general and supplementary conditions and Division 1 specification sections, apply to this section.

1.2 SUMMARY

- A. This section includes the following:
 - 1. Substrate preparation:
 - 2. Vapor intrusion barrier components:
 - 3. Seam sealer and accessories.
- B. Related Sections: The following sections contain requirements that relate to this section:
 - 1. Division 2 Section "Earthwork", "Pipe Materials", "Sub-drainage Systems", "Gas Collection Systems":
 - 2. Division 3 Section "Cast-in-Place Concrete" for concrete placement, curing, and finishing:
 - 3. Division 5 Section "Expansion Joint Cover Assemblies", for expansion-joint covers assemblies and installation.

1.3 PERFORMANCE REQUIREMENTS

- A. General: Provide a vapor intrusion barrier system that prevents the passage of methane gas and/or volatile organic compound vapors and complies with physical requirements as demonstrated by testing performed by an independent testing agency of manufacturer's current vapor intrusion barrier formulations and system design.

1.4 SUBMITTALS

- A. Submit product data for each type of vapor intrusion barrier, including manufacturer's printed instructions for evaluating and preparing the substrate, technical data, and tested physical and performance properties.
- B. Project Data - Submit shop drawings showing extent of vapor intrusion barrier, including details for overlaps, flashing, penetrations, and other termination conditions.
- C. Samples – Submit representative samples of the following for approval:
 - 1. Vapor intrusion barrier components.
- D. Certified Installer Certificates – Submit certificates signed by manufacturer certifying that installers comply with requirements under the "Quality Assurance" article.

1.5 QUALITY ASSURANCE

- A. Installer Qualifications: Engage an experienced installer who has been trained and certified in writing by the membrane manufacturer, Land Science Technologies™ for the installation of the Geo-Seal® System.
- B. Manufacturer Qualification: Obtain vapor intrusion barrier materials and system components from a single manufacturer source Land Science Technologies.
- C. Field Sample: Apply vapor intrusion barrier system field sample to 100 ft² (9.3 m²) of field area demonstrate application, detailing, thickness, texture, and standard of workmanship.
 - 1. Notify engineer or special inspector one week in advance of the dates and times when field sample will be prepared.
 - 2. If engineer or special inspector determines that field sample, does not meet requirements, reapply field sample until field sample is approved.
 - 3. Retain and maintain approved field sample during construction in an undisturbed condition as a standard for judging the completed methane and vapor intrusion barrier. An undamaged field sample may become part of the completed work.
- D. Pre-installation Conference: A pre-installation conference shall be held prior to application of the vapor intrusion barrier system to assure proper site and installation conditions, to include contractor, applicator, architect/engineer, other trades influenced by vapor intrusion barrier installation and special inspector (if any).

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Deliver materials to project site as specified by manufacturer labeled with manufacturer's name, product brand name and type, date of manufacture, shelf life, and directions for storing and mixing with other components.
- B. Store materials as specified by the manufacturer in a clean, dry, protected location and within the temperature range required by manufacturer. Protect stored materials from direct sunlight. If freezing temperatures are expected, necessary steps should be taken to prevent the freezing of the Geo-Seal CORE and Geo-Seal CORE Detail components.
- C. Remove and replace material that cannot be applied within its stated shelf life.

1.7 PROJECT CONDITIONS

- A. Protect all adjacent areas not to be installed on. Where necessary, apply masking to prevent staining of surfaces to remain exposed wherever membrane abuts to other finish surfaces.
- B. Perform work only when existing and forecasted weather conditions are within manufacturer's recommendations for the material and application method used.
- C. Minimum clearance of 24 inches is required for application of product. For areas with less than 24-inch clearance, the membrane may be applied by hand using Geo-Seal CORE Detail.
- D. Ambient temperature shall be within manufacturer's specifications. (Greater than +45°F/+7°C.) Consult manufacturer for the proper requirements when desiring to apply Geo-Seal CORE below 45°F/7°C.
- E. All plumbing, electrical, mechanical and structural items to be under or passing through the vapor intrusion barrier system shall be positively secured in their proper positions and appropriately protected prior to membrane application.
- F. Vapor intrusion barrier shall be installed before placement of fill material and reinforcing steel. When not possible, all exposed reinforcing steel shall be masked by general contractor prior to membrane application.
- G. Stakes used to secure the concrete forms **shall not penetrate** the vapor intrusion barrier system after it has been installed. If stakes need to puncture the vapor intrusion barrier system after it has been installed, the necessary repairs need to be made by a certified Geo-Seal applicator. To confirm the staking procedure is in agreement with the manufacturer's recommendation, contact Land Science Technologies.

1.8 WARRANTY

- A. General Warranty: The special warranty specified in this article shall not deprive the owner of other rights the owner may have under other provisions of the contract documents, and shall be in addition to, and run concurrent with, other warranties made by the contractor under requirements of the contract documents.
- B. Special Warranty: Submit a written warranty signed by vapor intrusion barrier manufacturer agreeing to repair or replace vapor intrusion barrier that does not meet requirements or that does not remain methane gas and/or volatile organic compound vapor tight within the specified warranty period. Warranty does not include failure of vapor intrusion barrier due to failure of substrate prepared and treated according to requirements or formation of new joints and cracks in the attached to structures that exceed 1/16 inch (1.58 mm) in width.
 - 1. Warranty Period: 1 year after date of substantial completion.
- C. Additional warranties are available upon request to the manufacturer.

PART 2 – PRODUCTS

2.1 MANUFACTURERS

- A. Geo-Seal; Land Science Technologies™, San Clemente, CA. (949) 481-8118
 - 1. Geo-Seal BASE sheet layer
 - 2. Geo-Seal CORE spray layer and Geo-Seal CORE Detail
 - 3. Geo-Seal BOND protection layer

2.2 VAPOR INTRUSION BARRIER SPRAY MATERIALS

- A. Fluid applied vapor intrusion barrier system – Geo-Seal CORE; a single course, high build, polymer modified, asphalt emulsion. Waterborne and spray applied at ambient temperatures. A nominal thickness of 60 dry mils, unless specified otherwise. Non-toxic and odorless. Geo-Seal CORE Detail has similar properties with greater viscosity and is roller or brush applied. Manufactured by Land Science Technologies.

B. Fluid applied vapor intrusion barrier physical properties.

Geo-Seal CORE – TYPICAL CURED PROPERTIES

Properties	Test Method	Results
Tensile Strength - CORE only	ASTM 412	32 psi
Tensile Strength - Geo-Seal System	ASTM 412	662 psi
Elongation	ASTM 412	4140%
Resistance to Decay	ASTM E 154 Section 13	4% Perm Loss
Accelerated Aging	ASTM G 23	No Effect
Moisture Vapor Transmission	ASTM E 96	.026 g/ft ² /hr
Hydrostatic Water Pressure	ASTM D 751	26 psi
Perm rating	ASTM E 96 (US Perms)	0.21
Methane transmission rate	ASTM D 1434	Passed
Adhesion to Concrete & Masonry	ASTM C 836 & ASTM C 704	11 lbf./inch
Hardness	ASTM C 836	80
Crack Bridging	ASTM C 836	No Cracking
Heat Aging	ASTM D 4068	Passed
Environmental Stress Cracking	ASTM D 1693	Passed
Oil Resistance	ASTM D543	Passed
Soil Burial	ASTM D 4068	Passed
Low Temp. Flexibility	ASTM C 836-00	No Cracking at -20°C
Resistance to Acids:		
Acetic		30%
Sulfuric and Hydrochloric		13%
Temperature Effect:		
Stable		248°F
Flexible		13°F

Geo-Seal CORE Detail – TYPICAL CURED PROPERTIES

Properties	Test Method	Results
Tensile Strength	ASTM 412	32 psi
Elongation	ASTM 412	3860%
Resistance to Decay	ASTM E 154 Section 13	9% Perm Loss
Accelerated Aging	ASTM G 23	No Effect
Moisture Vapor Transmission	ASTM E 96	.026 g/ft ² /hr
Hydrostatic Water Pressure	ASTM D 751	28 psi
Perm rating (US Perms)	ASTM E 96	0.17
Methane transmission rate	ASTM D 1434	Passed
Adhesion to Concrete & Masonry	ASTM C 836	7 lbf./inch
Hardness	ASTM C 836	85
Crack Bridging	ASTM C 836	No Cracking
Low Temp. Flexibility	ASTM C 836-00	No Cracking at -20°C
Resistance to Acids:		
Acetic		30%
Sulfuric and Hydrochloric		13%
Temperature Effect:		
Stable		248°F
Flexible		13°F

2.3 VAPOR INTRUSION BARRIER SHEET MATERIALS

- A. The Geo-Seal BASE layer and Geo-Seal BOND layer are chemically resistant sheets comprised of a 5 mil high density polyethylene sheet thermally bonded to a 3 ounce non woven geotextile.
- B. Sheet Course Usage
 1. As foundation base layer, use Geo-Seal BASE course and/or other base sheet as required or approved by the manufacturer.
 2. As top protective layer, use Geo-Seal BOND layer and/or other protection as required or approved by the manufacturer.
- C. Geo-Seal BOND and Geo-Seal BASE physical properties.

Properties	Test Method	Results
Film Thickness		5 mil
Composite Thickness		18 mil
Water Vapor Permeability	ASTM E 96	0.214
Adhesion to Concrete	ASTM D 1970	9.2 lbs/inch ²
Dart Impact	ASTM D 1790	>1070 gms, method A
		594 gms, method B
Puncture Properties Tear	ASTM B 2582 MD	11,290 gms
	ASTM B 2582 TD	13,150 gms

2.4 AXILLARY MATERIALS

- A. Geo-Seal FILM-11 may be used in lieu of, or in addition to, the standard Geo-Seal BASE and Geo-Seal BOND material when project conditions require a higher level of chemical resistance or greater durability is required. Contact Land Science Technologies for the proper recommendation and approval.

Properties	Test Method	Results
Film Thickness		11 mil
Classification	ASTM E 1745-09	Exceed Class A,B and C
Tensile	ASTM E 154-93	45 lbs / in
Puncture Resistance	ASTM D 1709	2400 grams
Water Vapor Permeance	ASTM E 96	0.020 Perms
Life Expectancy	ASTM E 154-93	Indefinite
Chemical Resistance	ASTM E 154-93	Excellent

- B. Sheet Flashing: 60-mil reinforced modified asphalt sheet good with double-sided adhesive.
- C. Reinforcing Strip: Manufacturer's recommended polypropylene and polyester fabric.
- D. Gas Venting Materials: Geo-Seal Vapor-Vent or Geo-Seal Vapor-Vent Poly, and associated fittings.
- E. Seam Detailing Sealant Mastic: Geo-Seal CORE Detail, a high or medium viscosity polymer modified water based asphalt material.
1. Back Rod: Closed-cell polyethylene foam.

PART 3 – EXECUTION

3.1 AUXILIARY MATERIALS

- A. Examine substrates, areas, and conditions under which vapor intrusion barrier will be applied, with installer present, for compliance with requirements. Do not proceed with installation until unsatisfactory conditions have been corrected.

3.2 SUBGRADE SURFACE PREPARATION

- A. Verify substrate is prepared according to manufacturer's recommendations. On a horizontal surface, the substrate should be free from material that can potentially puncture the vapor intrusion barrier. Additional protection or cushion layers might be required if the earth or gravel substrate contains too many jagged points and edges that could puncture one or more of the system components. Contact manufacturer to confirm substrate is within manufactures recommendations.
- B. Geo-Seal can accommodate a wide range of substrates, including but not limited to compacted earth, sand, aggregate, and mudslabs.
1. Compacted Earth: Remove pieces of debris, gravel and/or any other material that can potentially puncture the Geo-Seal BASE. Remove any debris from substrate that can potentially puncture the Geo-Seal system prior to application.
 2. Sand: A sand subgrade requires no additional preparation, provided any material that can potentially puncture the Geo-Seal BASE layer is not present.
 3. Aggregate: Contact the manufacturer to ensure the aggregate layer will not be detrimental to the membrane. **The gravel layer must be compacted and rolled flat.** Ideally a ¾" minus gravel layer with rounded edges should be specified; however the Geo-Seal system can accommodate a wide variety of different substrates. Contact Land Science Technologies if there are questions regarding the compatibility of Geo-Seal and the utilized substrate. Exercise caution when specifying pea gravel under the membrane, if not compacted properly, pea gravel can become an unstable substrate.
 4. Mudslabs: The use of a mudslab under the Geo-Seal system is acceptable, contact Land Science Technologies for job specific requirements.
- C. Mask off adjoining surface not receiving the vapor intrusion barrier system to prevent the spillage or over spray affecting other construction.

- D. Earth, sand or gravel subgrades should be prepared and compacted to local building code requirements.

3.3 CONCRETE SURFACE PREPARATION

- A. Clean and prepare concrete surface to manufacturer's recommendations. In general, only apply the Geo-Seal CORE material to dry, clean and uniform substrates. Concrete surfaces must be a light trowel, light broom or equivalent finish. Remove fins, ridges and other projections and fill honeycomb, aggregate pockets, grout joints and tie holes, and other voids with hydraulic cement or rapid-set grout. It is the applicator's responsibility to point out unacceptable substrate conditions to the general contractor and ensure the proper repairs are made.
- B. When applying the Geo-Seal CORE or Geo-Seal CORE Detail material to concrete it is important to not apply the product over standing water. Applying over standing water will result in the membrane not setting up properly on the substrate
- C. Surfaces may need to be wiped down or cleaned prior to application. This includes, but is not limited to, the removal of forming oils, concrete curing agents, dirt accumulation, and other debris. Contact form release agent manufacturer or concrete curing agent manufacturer for VOC content and proper methods for removing the respective agent.
- D. Applying the Geo-Seal CORE to "green" concrete is acceptable and can be advantageous in creating a superior bond to the concrete surface. To help reduce blistering, apply a primer coat of only the asphalt component of the Geo-Seal CORE system. Some blistering of the membrane will occur and may be more severe on walls exposed to direct sunlight. Blistering is normal and will subside over time. Using a needle nose depth gauge confirm that the specified mil thickness has been applied.

3.4 PREPARATIONS AND TREATMENT OF TERMINATIONS

- A. Prepare the substrate surface in accordance with Section 3.3 of this document. Concrete surfaces that are not a light trowel, light broom or equivalent finish, will need to be repaired.
- B. Terminations on horizontal and vertical surfaces should extend 6" onto the termination surface. Job specific conditions may prevent a 6" termination. In these conditions, contact manufacturer for recommendations.
- C. Apply 30 mils of Geo-Seal CORE to the terminating surface and then embed the Geo-Seal BASE layer by pressing it firmly into the Geo-Seal CORE layer. Next, apply 60 mils of Geo-Seal CORE to the BASE layer. When complete, apply the Geo-Seal BOND layer. After the placement of the Geo-Seal BOND layer is complete, apply a final 30 mil seal of the Geo-Seal CORE layer over the edge of the termination. For further clarification, refer to the termination detail provided by manufacturer.
- D. The stated termination process is appropriate for terminating the membrane onto exterior footings, pile caps, interior footings and grade beams. When terminating the membrane to stem walls or vertical surfaces the same process should be used.

3.5 PREPARATIONS AND TREATMENT OF PENETRATIONS

- A. All pipe penetrations should be securely in place prior to the installation of the Geo-Seal system. Any loose penetrations should be secured prior to Geo-Seal application, as loose penetrations could potentially exert pressure on the membrane and damage the membrane after installation.
- B. To properly seal around penetrations, cut a piece of the Geo-Seal BASE layer that will extend 6" beyond the outside perimeter of the penetration. Cut a hole in the Geo-Seal BASE layer just big enough to slide over the penetration, ensuring the Geo-Seal BASE layer fits snug against the penetration, this can be done by cutting an "X" no larger than the inside diameter of the penetration. There should not be a gap larger than a 1/8" between the Geo-Seal BASE layer and the penetration. Other methods can also be utilized, provided, there is not a gap larger than 1/8" between the Geo-Seal BASE layer and the penetration.
- C. Seal the Geo-Seal BASE layer using Geo-Seal CORE or Geo-Seal CORE Detail to the underlying Geo-Seal BASE layer.
- D. Apply one coat of Geo-Seal CORE Detail or Geo-Seal CORE spray to the Geo-Seal BASE layer and around the penetration at a thickness of 30 mils. Penetrations should be treated in a 6-inch radius around penetration and 3 inches onto penetrating object.
- E. Embed a fabric reinforcing strip after the first application of the Geo-Seal CORE spray or Geo-Seal CORE Detail material and then apply a second 30 mil coat over the embedded joint reinforcing strip ensuring its complete saturation of the embedded strip and tight seal around the penetration.
- F. After the placement of the Geo-Seal BOND layer, a cable tie should then be placed around the finished penetration. The cable tie should be snug, but not overly tight so as to slice into the finished seal.

OPTION: A final application of Geo-Seal CORE may be used to provide a finishing seal after the Geo-Seal BOND layer has been installed.

NOTE: Metal or other slick penetration surfaces may require treatment in order to achieve proper adhesion. For plastic pipes, sand paper may be used to achieve a profile, an emery cloth is more appropriate for metal surfaces. An emery cloth should also be used to remove any rust on metal surfaces.

3.6 GEO-SEAL BASE LAYER INSTALLATION

- A. Install the Geo-Seal BASE layer over substrate material in one direction with six-inch overlaps and the geotextile (fabric side) facing down.
- B. Secure the Geo-Seal BASE seams by applying 60 mils of Geo-Seal CORE between the 6" overlapped sheets with the geotextile side down.
- C. Visually verify there are no gaps/fish-mouths in seams.
- D. For best results, install an equal amount of Geo-Seal BASE and Geo-Seal CORE in one day. Leaving unsprayed Geo-Seal BASE overnight might allow excess moisture to collect on the Geo-Seal BASE. If excess moisture collects, it needs to be removed.

NOTE: In windy conditions it might be necessary to encapsulate the seam by spraying the Geo-Seal CORE layer over the completed Geo-Seal BASE seam.

3.7 GEO-SEAL CORE APPLICATION

- A. Set up spray equipment according to manufacturer's instructions.
- B. Mix and prepare materials according to manufacturer's instructions.
- C. The two catalyst nozzles (8001) should be adjusted to cross at about 18" from the end of the wand. This apex of catalyst and emulsion spray should then be less than 24" but greater than 12" from the desired surface when spraying. When properly sprayed the fan pattern of the catalyst should range between 65° and 80°.
- D. Adjust the amount of catalyst used based on the ambient air temperature and surface temperature of the substrate receiving the membrane. In hot weather use less catalyst as hot conditions will quickly "break" the emulsion and facilitate the curing of the membrane. In cold conditions and on vertical surfaces use more catalyst to "break" the emulsion quicker to expedite curing and set up time in cold conditions.
- E. To spray the Geo-Seal CORE layer, pull the trigger on the gun. A 42° fan pattern should form when properly sprayed. Apply one spray coat of Geo-Seal CORE to obtain a seamless membrane free from pinholes or shadows, with an average dry film thickness of 60 mils (1.52 mm).
- F. Apply the Geo-Seal CORE layer in a spray pattern that is perpendicular to the application surface. The concern when spraying at an angle is that an area might be missed. Using a perpendicular spray pattern will limit voids and thin spots, and will also create a uniform and consistent membrane.
- G. Verify film thickness of vapor intrusion barrier every 500 ft². (46.45 m²), for information regarding Geo-Seal quality control measures, refer to the quality control procedures in Section 3.9 of this specification.
- H. The membrane will generally cure in 24 to 48 hours. As a rule, when temperature decreases or humidity increases, the curing of the membrane will be prolonged. The membrane does not need to be fully cured prior the placement of the Geo-Seal BOND layer, provided mil thickness has been verified and a smoke test will be conducted.
- I. **Do not penetrate** membrane after it has been installed. If membrane is penetrated after the membrane is installed, it is the responsibility of the general contractor to notify the certified installer to make repairs.
- J. If applying to a vertical concrete wall, apply Geo-Seal CORE directly to concrete surface and use manufacturer's recommended protection material based on site specific conditions. If applying Geo-Seal against shoring, contact manufacturer for site specific installation instructions.

NOTE: Care should be taken to not trap moisture between the layers of the membrane. Trapping moisture may occur from applying a second coat prior to the membrane curing. Repairs and detailing may be done over the Geo-Seal CORE layer when not fully cured.

3.8 GEO-SEAL BOND PROTECTION COURSE INSTALLATION

- A. Install Geo-Seal BOND protection course perpendicular to the direction of the Geo-Seal BASE course with overlapped seams over nominally cured membrane no later than recommended by manufacturer and before starting subsequent construction operations.
- B. Sweep off any water that has collected on the surface of the Geo-Seal CORE layer, prior to the placement of the Geo-Seal BOND layer.
- C. Overlap and seam the Geo-Seal BOND layer in the same manner as the Geo-Seal BASE layer.
- D. To expedite the construction process, the Geo-Seal BOND layer can be placed over the Geo-Seal CORE immediately after the spray application is complete, provided the Geo-Seal CORE mil thickness has been verified.

3.9 QUALITY ASSURANCE

- A. The Geo-Seal system must be installed by a trained and certified installer approved by Land Science Technologies.

- B. For projects that will require a material or labor material warranty, Land Science Technologies will require a manufacturer's representative or certified 3rd party inspector to inspect and verify that the membrane has been installed per the manufacturer's recommendations.

The certified installer is responsible for contacting the inspector for inspection. Prior to application of the membrane, a notice period for inspection should be agreed upon between the applicator and inspector.

- C. The measurement tools listed below will help verify the thickness of the Geo-Seal CORE layer. As measurement verification experience is gained, these tools will help confirm thickness measurements that can be obtained by pressing one's fingers into the Geo-Seal CORE membrane.

To verify the mil thickness of the Geo-Seal CORE, the following measurement devices are required.

1. Mil reading caliper: Calipers are used to measure the thickness of coupon samples. To measure coupon samples correctly, the thickness of the Geo-Seal sheet layers (18 mils each) must be taken into account. Mark sample area for repair.
2. Wet mil thickness gauge: A wet mil thickness gauge may be used to quickly measure the mil thickness of the Geo-Seal CORE layer. The thickness of the Geo-Seal sheet layers do not factor into the mil thickness reading.

NOTE: When first using a wet mil thickness gauge on a project, collect coupon samples to verify the wet mil gauge thickness readings.
3. Needle nose digital depth gauge: A needle nose depth gauge should be used when measuring the Geo-Seal CORE thickness on vertical walls or in field measurements. Mark measurement area for repair.

To obtain a proper wet mil thickness reading, take into account the 5 to 10 percent shrinkage that will occur as the membrane fully cures. Not taking into account the thickness of the sheet layers, a freshly sprayed membrane should have a minimum wet thickness of 63 (5%) to 66 (10%) mils.

Methods on how to properly conduct Geo-Seal CORE thickness sampling can be obtained by reviewing literature prepared by Land Science Technologies.

- D. It should be noted that taking too many destructive samples can be detrimental to the membrane. Areas where coupon samples have been removed need to be marked for repair.
- E. Smoke Testing is highly recommended and is the ideal way to test the seal created around penetrations and terminations. Smoke Testing is conducted by pumping non-toxic smoke underneath the Geo-Seal vapor intrusion barrier and then repairing the areas where smoke appears. Refer to smoke testing protocol provided by Land Science Technologies. For projects that will require a material or labor material warranty, Land Science Technologies will require a smoke test.
- F. Visual inspections prior to placement of concrete, but after the installation of concrete reinforcing, is recommended to identify any punctures that may have occurred during the installation of rebar, post tension cables, etc. Punctures in the Geo-Seal system should be easy to identify due to the color contrasting layers of the system.

- B. Store materials as specified by the manufacturer in a clean, dry, protected location and within the temperature range required by manufacturer. Protect stored materials from direct sunlight.
- C. Remove and replace material that is damaged.

PART 2 – PRODUCTS

2.1 MANUFACTURER

- A. Land Science Technologies, San Clemente, CA. (949) 481-8118

- 1. Vapor-Vent™

2.2 GAS VENT MATERIALS

- A. Vapor-Vent – Vapor-Vent is a low profile, trenchless, flexible, sub slab vapor collection system used in lieu or in conjunction with perforated piping. Vapor-Vent is offered with two different core materials, Vapor-Vent POLY is recommended for sites with inert methane gas and Vapor-Vent is recommended for sites with aggressive chlorinated volatile organic or petroleum vapors. Manufactured by Land Science Technologies
- B. Vapor-Vent physical properties

VENT PROPERTIES	TEST METHOD	VAPOR-VENT POLY	VAPOR-VENT
Material		Polystyrene	HDPE
Comprehensive Strength	ASTM D-1621	9,000 lbs / ft ²	11,400 lbs / ft ²
In-plane flow (Hydraulic gradient-0.1)	ASTM D-4716	30 gpm / ft of width	30 gpm / ft of width
Chemical Resistance		N/A	Excellent
FABRIC PROPERTIES	TEST METHOD	VAPOR-VENT POLY	VAPOR-VENT
Grab Tensile Strength	ASTM D-4632	100 lbs.	110 lbs.
Puncture Strength	ASTM D-4833	65 lbs.	30 lbs.
Mullen Burst Strength	ASTM D-3786	N/A	90 PSI
AOS	ASTM D-4751	70 U.S. Sieve	50 U.S. Sieve
Flow Rate	ASTM D-4491	140 gpm / ft ²	95 gpm / ft ²
UV Stability (500 hours)	ASTM D-4355	N/A	70% Retained
DIMENSIONAL DATA			
Thickness		1"	1"
Standard Widths		12"	12"
Roll Length		165 ft	165 ft
Roll Weight		65 lbs	68 lbs

2.3 AUXILIARY MATERIALS

- A. Vapor-Vent End Out
- B. Reinforced Tape.

PART 3 – EXECUTION

3.1 EXAMINATION

- A. Examine substrates, areas, and conditions under which gas vent system will be installed, with installer present, for compliance with requirements. Do not proceed with installation until unsatisfactory conditions have been corrected.

3.2 SUBSTRATE PREPARATION

- A. Verify substrate is prepared according to project requirements.

3.3 PREPARATION FOR STRIP COMPOSITE

- A. Mark the layout of strip geocomposite per layout design developed by engineer.

3.4 STRIP GEOCOMPOSITE INSTALLATION

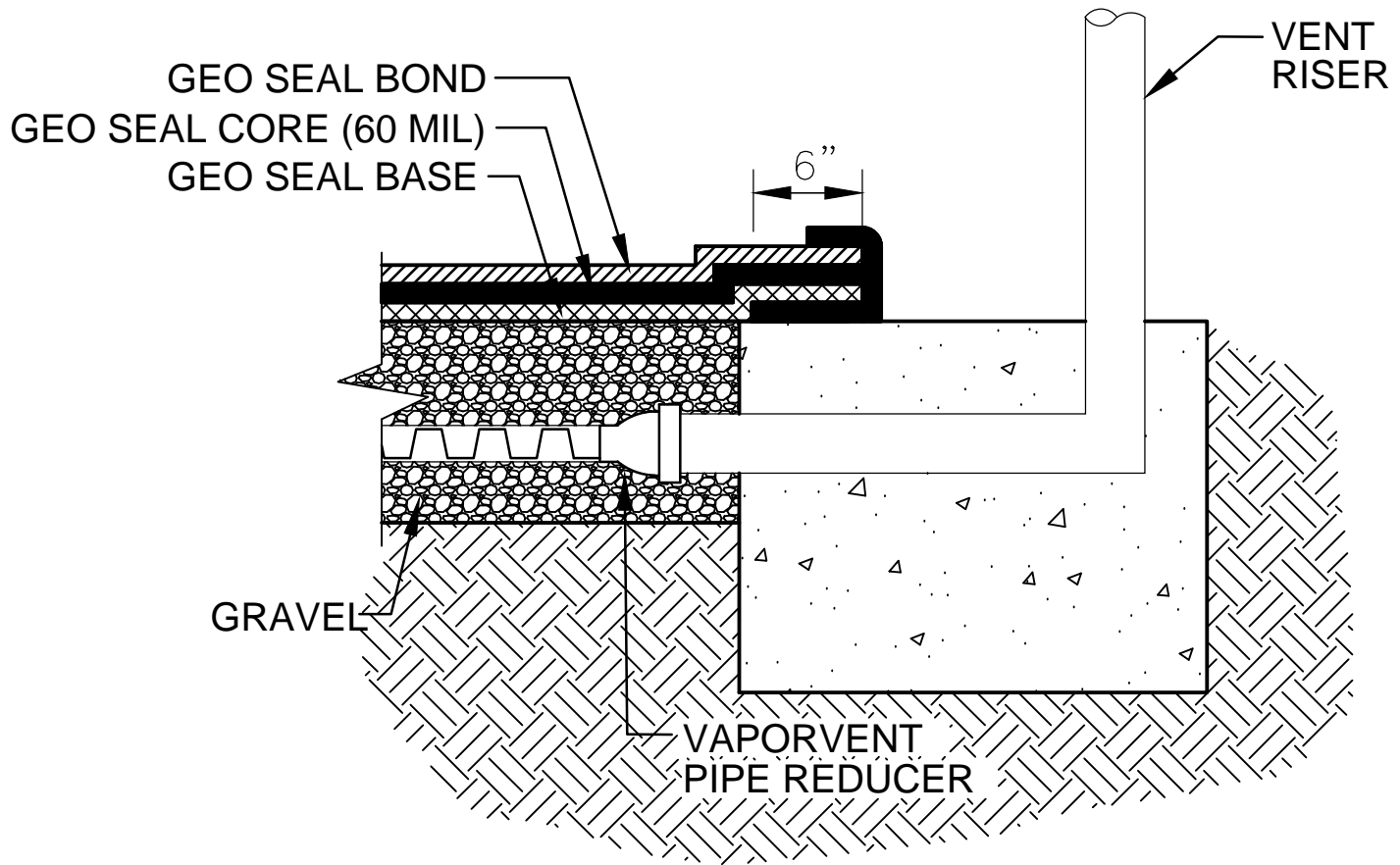
- A. Install Vapor-Vent over substrate material where designated on drawings with the flat base of the core placed down and shall be overlapped in accordance with manufacturer's recommendations.
- B. At areas where Vapor-Vent strips intersect cut and fold back fabric to expose the dimpled core. Arrange the strips so that the top strip interconnects into the bottom strip. Unfold fabric to cover the core and use reinforcing tape, as approved by the manufacturer, to seal the connection to prevent sand or gravel from entering the core.
- C. When crossing Vapor-Vent over footings or grade beams, **consult with the specifying environmental engineer and structural engineer for appropriate use and placement of solid pipe materials**. Place solid pipe over or through concrete surface and attach a Vapor-Vent End Out at both ends of the pipe before connecting the Vapor-Vent to the pipe reducer. Seal the Vapor-Vent to the Vapor-Vent End Out using fabric reinforcement tape. Refer to Vapor-Vent detail provided by Land Science Technologies.
- D. Place vent risers per specifying engineer's project specifications. Connect Vapor-Vent to Vapor-Vent End Out and seal with fabric reinforced tape. Use Vapor-Vent End Out with the specified diameter piping as shown on system drawings.

3.5 PLACEMENT OF OVERLYING AND ADJACENT MATERIALS

- A. All overlying and adjacent material shall be placed or installed using approved procedures and guidelines to prevent damage to the strip geocomposite.
- B. Equipment shall not be directly driven over and stakes or any other materials may not be driven through the strip geocomposite.



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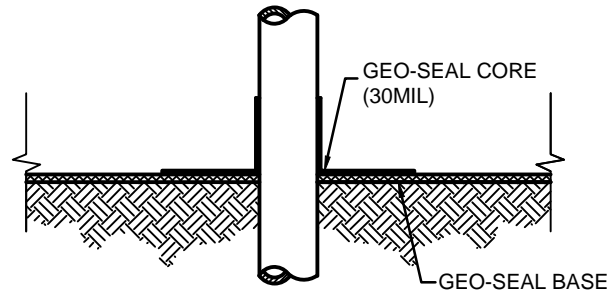


Geo-Seal[®]
Vapor Intrusion Barrier

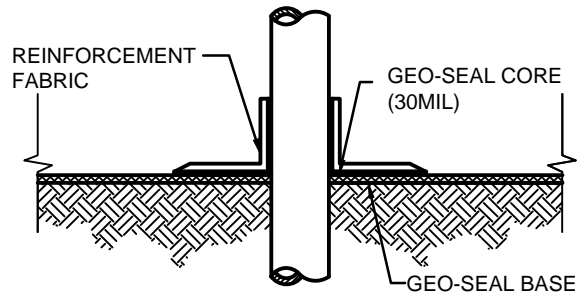
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VENT RISER



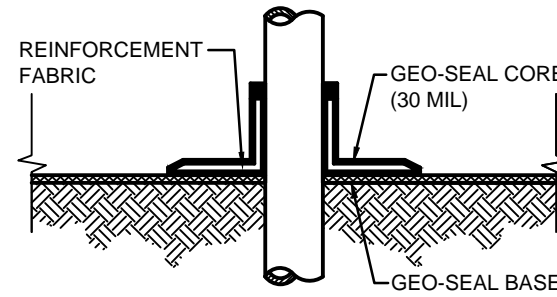
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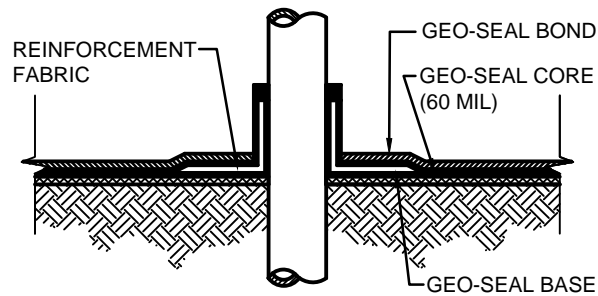
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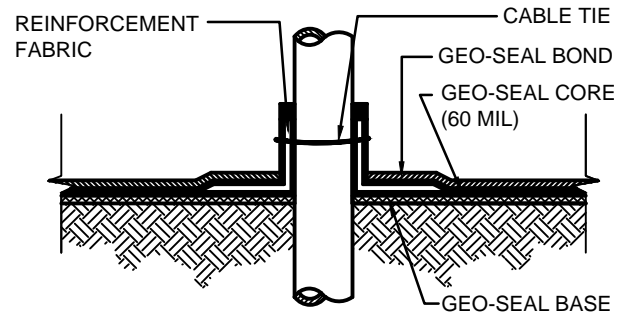
STEP 2



STEP 3



STEP 4



STEP 5

Geo-Seal[®]

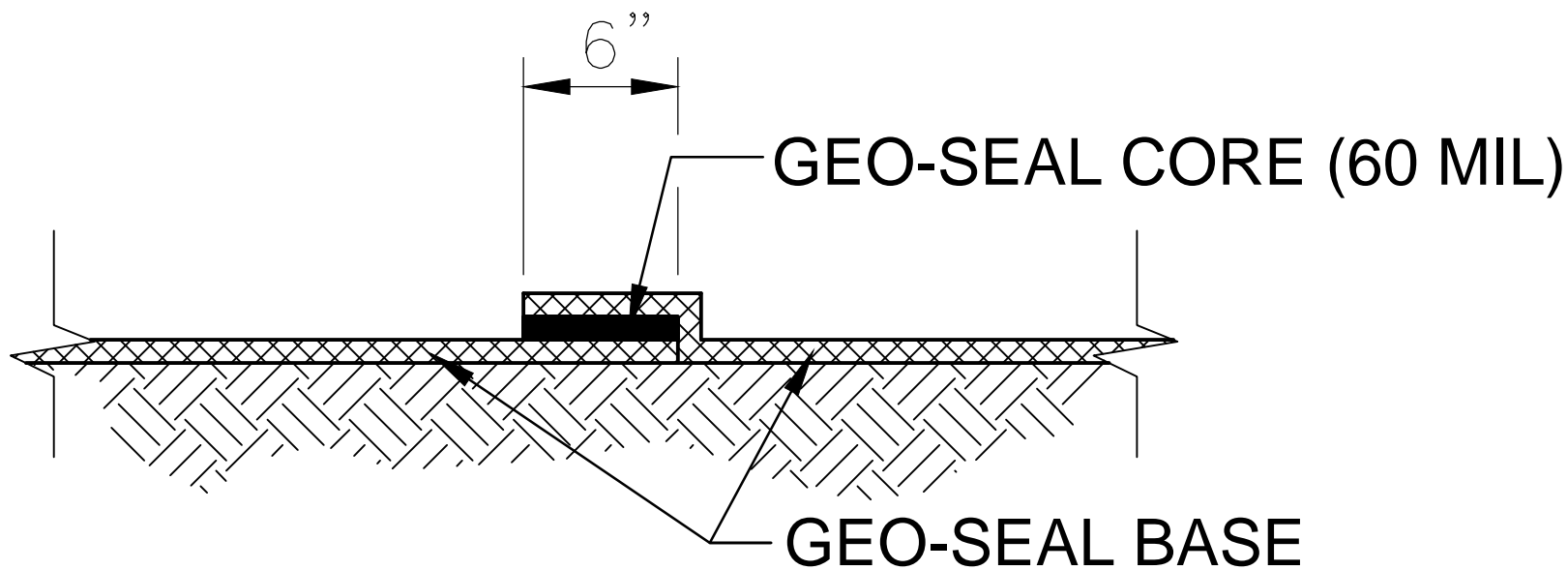
Vapor Intrusion Barrier

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PENETRATION
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Vapor Intrusion Barrier

DATE

SCALE

TITLE

BASE OVERLAP
DETAIL



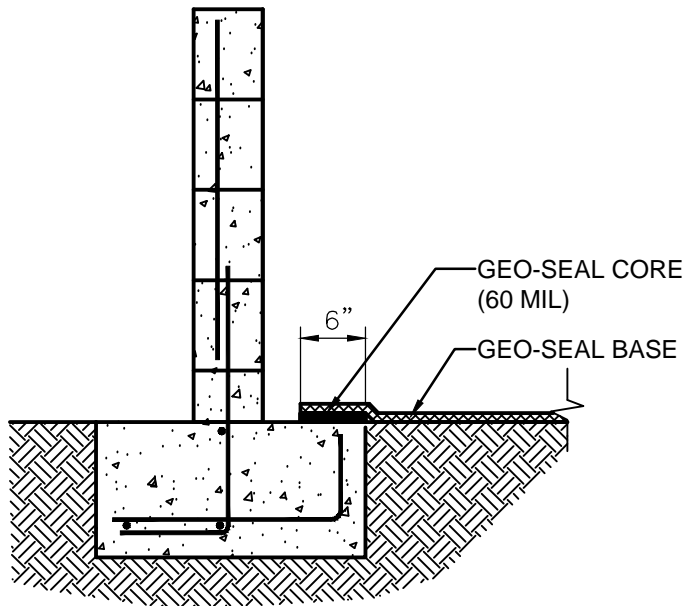
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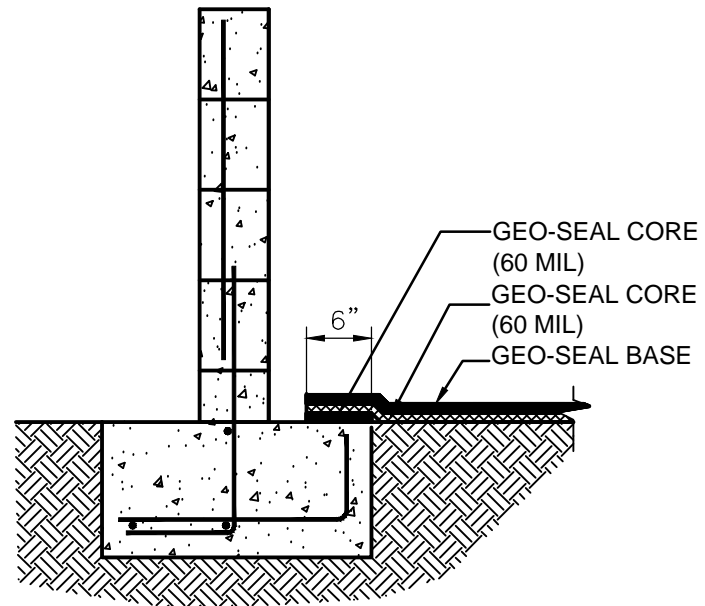
Vapor Intrusion Barrier

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SCALE _____
TITLE _____

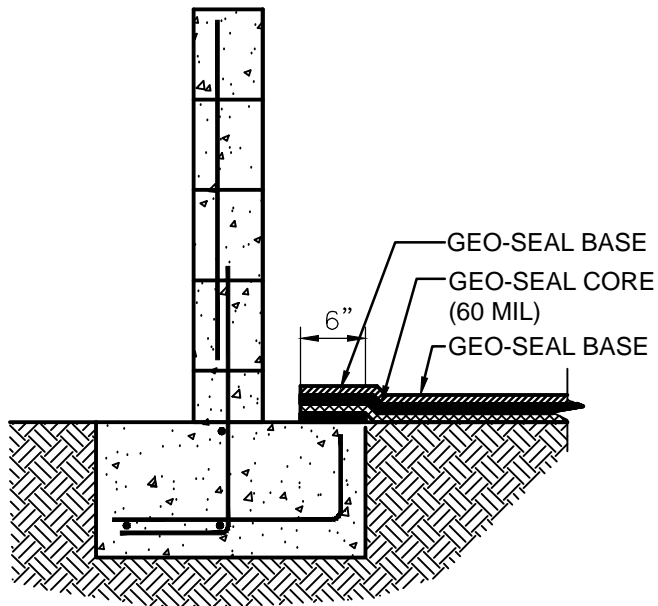
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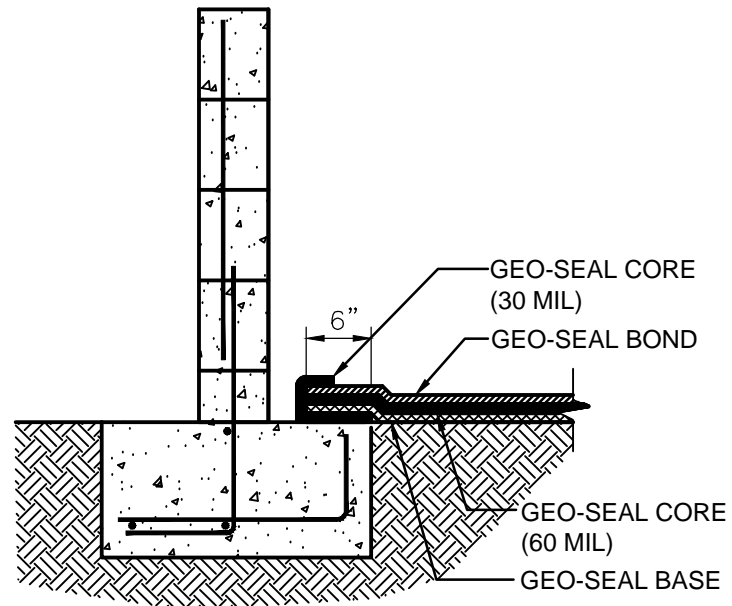
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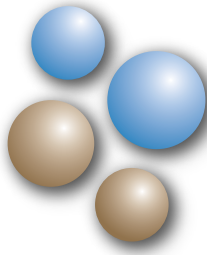
STEP 2



STEP 3



STEP 4



Land ScienceTM
Technologies

A DIVISION OF REGENESIS, Inc.

 **Geo-Seal**[®]
Vapor Intrusion Barrier



www.landsciencetech.com



Geo-Seal® is an advanced composite gas vapor management technology (patent pending) designed to eliminate potential indoor air quality health risks associated with subsurface contaminant vapor intrusion.

Geo-Seal is an ideal gas vapor management technology designed for use on Brownfields or any type of environmentally impaired site, i.e. manufacturing facilities, dry cleaners, gasoline service stations, landfills, etc. **Geo-Seal** is placed between the foundation of the building and the soil pad to eliminate vapor exposure pathways and stop contaminated vapors from permeating through the slab. Vapor management systems incorporating both **Geo-Seal** vapor barrier and *Vapor-Vent* ventilation provide industry leading sub-foundation vapor mitigation technology. By deploying these systems developers ensure a healthy indoor environment while reducing the cost of site remediation and expediting site construction.

Triple-Layer Protection

The triple-layer system used in **Geo-Seal** provides maximum redundancy and protection against the formation of vapor pathways both during and after installation. Such pathways can result from chemically induced materials breakdown, punctures, and seam weaknesses resulting from poor detail work and/or application installation imperfections around penetrations. **Geo-Seal** also provides unmatched protection from a range of contaminant vapors including those from petroleum-based products and chlorinated hydrocarbons.

Field-Proven Technology

Geo-Seal is manufactured in partnership with E-Pro™ Systems which has over 20 years experience in the building products industry and a leading track record in barrier systems for vapor and waterproofing applications.

Diagram labels

1 *Geo-Seal* BASE - The BASE layer is rolled out geotextile facing down, which allows *Geo-Seal* CORE to be applied directly to the high density polyethylene. The BASE layer provides the ultimate substrate and enables the spray layer to be free of shadowing and pinholes.

2 *Geo-Seal* CORE - The CORE is applied at 60 mils, is sprayed to the base layer, seals around penetrations and seals the seams of the BASE layer.

3 *Geo-Seal* BOND - A proprietary protection layer is placed over the CORE layer to enhance the curing of the membrane and increase puncture resistance.

4 Vapor-Vent:

- Eliminates the need for trenching
- Cost-effective compared to pipe and gravel systems
- Eliminates long-term costs when configured as a passive system
- Allows for rapid installation
- When used with *Geo-Seal* provides maximum protection against contaminated vapor



OPEN FLAP FOR
GEO-SEAL
FEATURES

Geo-Seal® Triple-Layer System

(2 Chemical Resistant Layers + 1 Spray Applied Core Layer)

Dual Chemical Resistant Layers

The **BASE** layer (bottom) and the **BOND** layer (top) are composed of a high-density polyethylene material bonded to a geo-textile on the out-facing side. High density polyethylene is known for chemical resistance, high tensile strength, excellent stress-crack resistance and for highly reliable subsurface containment. The geo-textile which is physically bonded to the chemical resistant layer accomplishes two goals; it allows the BOND layer to adhere to the slab, and provides a friction course between the BASE layer and the soil.

Spray Applied CORE Layer

The CORE layer is composed of a unique, elastic co-polymer modified asphaltic membrane which also provides additional protection against vapor transmission. This layer creates a highly-effective seal around slab penetrations and eliminates the need for mechanical fastening at termination points.

Chemical Resistance

The dual chemical resistant layers combined with the spray CORE form a barrier resistant to the most concentrated chemical pollutant vapors.

Enhanced Curing

Geo-Seal is “construction friendly” as the reduced curing time of the *Geo-Seal* CORE layer and the ability to apply it in cooler temperatures ensures quick installation and minimizes the impact on construction schedules.

Puncture Resistance

Geo-Seal forms a highly puncture resistant barrier that greatly reduces the chance of damage occurring after installation and prior to the placement of concrete.

Removing Contained Vapors

Vapor-Vent can be used in conjunction with *Geo-Seal* to alleviate the buildup of vapors beneath structures as a result of vapor barrier implementation. *Vapor-Vent* can be utilized as an active or passive ventilation system depending on the requirements of the design engineer.

Certified Applicator Network

The application of *Geo-Seal* and *Vapor-Vent* can be performed by any one of many certified applicators throughout the country.

Service and Support

Geo-Seal representatives are available to provide job and site specific assistance. A local representative can ensure *Geo-Seal* and *Vapor-Vent* is installed as per the specification.



Geo-Seal®



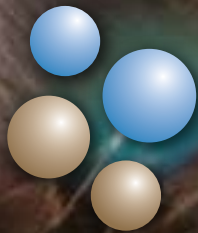
Land Science Technologies (LST)™ is dedicated to providing advanced technologies for sustainable land development. A goal of LST is to provide innovative and technically sound development solutions for underutilized environmentally impaired properties, commonly referred to as Brownfields.

LST's cost-effective, industry leading technologies offer engineering firms and real estate developers solutions to issues facing the development of Brownfields today. LST is a division of *Regenesi, Inc.*, a global leader in groundwater and soil remediation technologies since 1994.



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A DIVISION OF REGENESIS, Inc.

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San Clemente, CA 92673
Ph. 949-481-8118
Fax. 949-366-8090
www.landsciencetech.com



Attachment D

MDEQ Vapor Intrusion Review Documentation

REQUEST FOR VAPOR INTRUSION REVIEW

TO BE FILLED OUT BY SUBMITTER:

DOCUMENT TITLE: 381 Brownfield Redevelopment – Eastside (Owosso) Dry Cleaners

PROJECT MGR: Eric Van Riper (Part 201) and Kim Sakowski (381)

DATE: 8/11/15

SITE NAME: (Former) Eastside Owosso Dry Cleaners and Historic Gasoline Stations

COUNTY/TWP: Owosso, MI

STIE ID 78000161

INDEX 44809

PCA: 30740

PROJ: 457097

DATE REVIEW NEEDED: August 11, 2015

COMMENTS/QUESTIONS FROM PM:

Please complete VI review for the adequacy of the proposed vapor barrier for the 381 project.

TO BE FILLED OUT BY REVIEWER:

DATE REVIEW COMPLETED: August 11, 2015

COMMENTS FROM REVIEWER:

Conclusion: The proposed passive (can convert to active) Geo-Seal Vapor barrier system, if properly implemented, should prevent unacceptable risk from sub-surface vapors emanating from chlorinated solvent and petroleum impacted groundwater and soils not excavated out. It is our understanding that the bulk of the grossly chlorinated solvent impacted soils under the proposed parking area will be excavated out utilizing other state funding sources. It is also our understanding that the proposed passive VI mitigation system is reviewed and approved by a private party engineer. Land Science is certifying their product for this project.

Discussion: The consultant utilized DEQ VI guidance (Appendix C.6- checklist for reviewing the design of a passive mitigation system). Since the venting collection system is different than table A.6.1 of our VI guidance, we leave it to the engineers and post-installation testing to determine if four risers is appropriate to gather the vapors and properly vent them to the outside. The proposed vapor mitigation system comprises two spray sealant layers, a core layer applied above a network of vapor vent lines designed to eliminate trenching (applied as a layer). The vapor vent lines are separated by about 360 feet of permeable material (gravel). Vent risers are connected and will exit the south side of the building connected to the north-south piping runs. On the south side of the

proposed building, vapor test ports are connected to each of the four (4) vents for smoke and pressure testing. The materials used within the layers are chemically resistant for the contaminants of concern.

VI CSM: While the VI CSM is not fully developed, the soils data indicate maximum concentrations of benzene (PSB/TW-6) are at 4,300 ug/kg benzene at 9'-10' depth near the proposed building footprint. To the east and northeast of the proposed non-residential building, a parking lot will be located over soils grossly impacted chlorinated and Stoddard solvents (petroleum based) of the former Eastside (Owosso) Dry Cleaners Part 201 facility. Maximum concentrations in the soils include 5,490,000 ug/kg PCE, 49,400 TCE ug/kg, 41,700 ug/kg cis-1,2 DCE and 490 ug/kg vinyl chloride. State-funded proposed work will excavate out the majority of these soils (manifest out as F-listed waste). Maximum concentrations of solvents in the shallow groundwater (4.8'-10' BGL) include PCE at 5,100 ug/l; TCE at 1,000 ug/l and vinyl chloride at 90 ug/l. Benzene maximum concentrations are 460 ug/l. Since these contaminants exceed VI screening levels for shallow groundwater, a pre-emptive approach to address VI risk is appropriate especially since full delineation of contaminants released over the years is not complete.

The 381 work plan includes excavation and disposal of up to 635 cubic yards of soils and 15,000 gallons of contaminated groundwater within the work area of the building footprint which will remove the shallow soils contamination and provide a layer of clean backfill to support bio-attenuation of at least some of the petroleum based vapors. The implementation of the VI mitigation system will include pre-installation of utility penetrations through the floor so that they may be properly sealed by the Geo-Seal multi-layer product. Smoke and "coupon" (swatches of the VI barrier) testing will be used to verify the integrity of the system. Depending on these and pressure test results, whether or not the system operates in a passive or active mode will be determined.

Essentially, this mitigation system appears to be designed to account for substantially higher concentrations of contaminants and is appropriate as a "belt and suspenders" approach that should achieve due care compliance over time if the O&M plan is implemented.

	8-11-15
	8-11-2015

Reviewer's Signatures

Date

REIMBURSEMENT AGREEMENT

This Brownfield Redevelopment Loan Agreement is made on this _____ day of _____, 2015 between DEVELOPER RESTAURANTS, LLC of 109 East Broadway Street, Mount Pleasant, Michigan 48858 ("Developer") and the Owosso Brownfield Redevelopment Authority (the "Authority").

RECITALS

A. Developer is the owner of certain property located at the southwest corner of East Main Street and South Gould Street in the City of Owosso. The property is legally described on the attached Exhibit A (the "Property").

B. The Property has been deemed a "facility" under Part 201 of Michigan's National Resources and Environmental Protection Act ("Part 201").

C. Developer proposes to construct a commercial retail development on the Property (the "Development") in accordance with the Site Plan approved by the City of Owosso Planning Commission on September 22, 2014.

D. There are certain eligible costs which Developer will incur as a result of the redevelopment of the Property consisting of certain environmental assessment activities, due care activities, additional response activities (demolition), and asbestos abatement activities and other costs which are eligible for reimbursement under Act 381 (collectively referred to as "Eligible Activities".) The City of Owosso Brownfield Redevelopment Authority ("OBRA") has incurred and will continue to incur certain costs in connection with the Brownfield Plan ("Administrative Costs"), for administrative and operating activities, and for preparing and administering this project. The cost of the Eligible Activities and the Administrative Costs are collectively referred to as "Costs" or "Eligible Costs". The types of Eligible Activities and the Eligible Activity Costs are more fully described in the Brownfield Plan adopted on October 12, 2015 by the OBRA and approved by the City Council on _____, pursuant to Act 381. The costs and activities identified in the Brownfield Plan are estimates; the actual costs may vary depending on the nature and extent of unknown conditions encountered on the Property. However, the maximum reimbursement for Eligible Activity costs is capped at the amount approved in the Brownfield Plan and further limited by the terms of this agreement.

E. In order to facilitate the redevelopment of the Property, the City has entered into a Clean Michigan Initiative Implementation ("CMI") Brownfield Redevelopment Loan Contract with the Michigan Department of Environmental Quality ("MDEQ") dated _____ 2015 (the "City/MDEQ Loan Agreement"). Under the City/MDEQ Loan Agreement, the MDEQ has committed to make available to the City the amount of Two Hundred Ninety-Two Thousand Nine Hundred Sixty Three Dollars (\$292,963) to provide loan funding to cover costs associated with the redevelopment of the Property.

F. The proceeds of the MDEQ loan to the City will be made available to fund eligible expenses necessary for the redevelopment of the Property, which will include the costs identified in Exhibit B ("Eligible Expenses").

G. This Agreement also sets forth the terms and conditions under which Developer and the City will utilize and repay the loan proceeds made available by MDEQ to the City and Developer for Eligible Activities incurred outside of the MDEQ Loan as approved in the Brownfield Plan attached here to as Exhibit C.

In consideration of the premises and mutual covenants contained in this Agreement, Developer and the City hereby agree as follows:

1. Development. Developer shall commence work to implement the activities to be funded by the MDEQ loan proceeds after a work plan for such activities is approved by the City and MDEQ. Developer will use its reasonable best efforts to complete such work by September 30, 2016. For those costs which Developer seeks reimbursement from available Tax Increment Revenue (TIR) and/or MDEQ Loan proceeds, Developer shall submit a Brownfield Plan and Work Plan, which identifies the activities, cost budget and schedule to complete the activities.

- a. The parties agree that this Agreement and the Tax Increment Revenues collected and distributed pursuant to the Brownfield Plan are intended to fund only the Eligible Costs that have been approved by the Authority.
- b. Prior to the initiation of eligible activities, Developer shall submit a detailed Implementation Plan that includes, at minimum, applicable estimates of the following items related solely to eligible activities;
 - (i) Cost estimates for project costs related to eligible activities; and
 - (ii) The Implementation Plan costs shall be provided in the same format as Exhibit A to the Brownfield Plan for the Brownfield Plan costs approved by the Authority.
- c. Developer shall comply fully with all local ordinances, state and federal laws, and all applicable local, state and federal rules and regulations. Nothing in this Agreement shall abrogate the effect of any local ordinance.
- d. The Agreement does not obligate the City to issue any permit required by law to implement the Development.
- e. Noncompliance with this Agreement or discovery of material irregularities at any time are regarded as material breaches of this Agreement. The Authority, in addition to any other remedy provided by law, may do one or more of the following:
 - (i) withhold future payments to the extent such reimbursed payments relate directly to the noncompliance with the Agreement;
 - (ii) recover reimbursement payments already disbursed to the extent such reimbursed payments relate directly to the noncompliance with the Agreement; or
 - (iii) terminate this Agreement.

2. Capture of Taxes. The City shall, during the term of this Agreement, collect all Tax Increment Revenues from the Property and transmit revenues generated from real and personal property to reimburse the parties for the costs of eligible activities based upon the following priority:

- a. Michigan Department of Environmental Quality – Remediation and Redevelopment Division for the loan of \$292,963.00
- b. Planned administrative costs of \$1,500.00 per year;
- c. Developer's Eligible Expenses; and
- d. Local Site Remediation Revolving Loan Fund.

Such reimbursement shall not be more than the tax increment revenues captured during the duration of

the Brownfield Plan from the taxable improvements located on the Property, including both real property and personal property. Nor shall the total amount of reimbursement be for more than the reasonable and necessary cost of the eligible activities approved by the Authority or otherwise permitted by the Act.

3. Submittal of Costs. Before requesting any reimbursement, Developer shall pay and submit an affidavit of payment for the reasonable and necessary costs of the eligible activities that have been approved by the Authority. For those Eligible Costs for which the Developer seeks reimbursement from the Authority, Developer shall submit to the Authority such of the following as may be required by Authority representatives:

- a. a written statement detailing the costs;
- b. a written explanation as to why reimbursement is appropriate under the Plan and this Agreement;
- c. copies of invoices from consultants, contractors, engineers, attorneys or others who provided such services;
- d. copies of full unconditional waiver(s) from the vendor(s) documenting that the invoice was actually paid;
- e. if, not already submitted, copies of the contract with the contractor or supplier providing the services or supplies for which reimbursement is sought;
- f. a statement from the engineer and project manager overseeing the work recommending payment; and
- g. any other documentation requested by the Authority, in a format and on such forms approved by the Authority, with Developer's request for reimbursement to assist the Authority in determining whether the work was performed as approved.

All documentation related to the request for reimbursement shall be submitted within ninety (90) days after the completion of each approved eligible activity. No later than receipt of a Certificate of Occupancy and prior to reimbursement payments being initiated, Developer shall submit to the Authority a report of the results of the eligible activities performed. Such results shall include, without limitation, any abatement reports, demolition and disposal documentation, supplemental environmental investigation reports and response activity reports. In addition, Developer shall submit construction lien waivers from the contractors and subcontractors for the approved eligible activities prior to any payments being initiated. Developer may submit a reimbursement request including such information whenever it is available for many years thereafter. Developer and Authority agree that no reimbursement requests will be accepted by the Authority after December 31, 2017.

In no event shall Eligible Costs exceed the estimates developed pursuant to paragraphs 1.b(i) and (ii) unless the Brownfield Plan is amended pursuant to paragraph 1.

If all real and personal property taxes relating to the site are not paid before interest and penalties attach, the duty to pay reimbursements to Developer or it assigns shall cease.

4. Payment of Eligible Brownfield Plan and Work Plan Costs. Payments to Developer shall be made as follows:

- a. Within 60 days of its receipt of the materials identified in paragraph 3 above, the Authority shall decide whether the payment request is for Eligible Costs and whether such costs are accurate. The Authority will determinate the amount to be reimbursed, based upon the reasonable and necessary costs of the eligible activities approved by the Authority and the State or otherwise

permitted by the Act in light of the actual costs presented in Developer's submitted documentation. Such amount shall not exceed the amounts set forth in Section 4(d), subject to such amendments as may have been approved by the Authority, nor shall such costs be reduced by the Authority without good cause shown, such approvals not to be withheld unreasonably. If the Authority determines all or a portion of the requested payment is for the Eligible Costs and is accurate, it shall see that the portion of the payment request that is for Eligible Cost and is accurate is processed as provided in subparagraph (b) below. If the Authority disputes the accuracy of any portion of any payment request or that any portion of any payment is for the Eligible Costs, it shall notify Developer in writing of its determination and reasons for its determination. Developer shall have 28 days to address the reasons given by the Authority and shall have an opportunity to meet with the Authority's representatives or, if the Authority Board consents, to meet with the Authority's Board to discuss and resolve any remaining dispute. In doing so, Developer shall provide the Authority a written response to the Authority's decision and the reasons given by the Authority. If the parties do not resolve the dispute in such a manner, it shall be resolved as provided in paragraph 6 below.

- b. Once it approves any request for payment as Eligible Costs and approves the accuracy of such costs, the Authority shall pay Developer the amounts for which submissions have been made pursuant to paragraph 4 of this Agreement by June 30th of the following year, as directed by the Brownfield Plan, until all of the amounts for which submissions have been made have been fully paid to the Parties, or the repayment obligation expires, whichever occurs first.
- c. The repayment obligation under this Agreement shall expire upon the payment by the Authority to the Parties of all amounts due to the Parties under this Agreement or a maximum of 30 years of TIR reimbursement, whichever occurs first.
- d. The following applies to the amount to be reimbursed under this Agreement:
 - (i). The OBRA will use captured taxes as referred to in section 2 to reimburse Developer for Eligible Costs total amount not to exceed \$482,548.
 - (ii). The amount of Eligible Costs to be reimbursed with the capture of taxes levied for school operating purposes ("School Taxes") is estimated to be \$110,400.
 - (iii). The amount of Eligible Costs to be reimbursed with the capture of taxes not levied for school operating purposes ("Local Taxes") is estimated to be \$124,450.
 - (iv). Upon payment to Developer of total reimbursement as outlined above being met, or expiration of the Plan, reimbursements to Developer shall cease.
- e. The sole source for any reimbursement shall be Tax Increment Revenues. To the extent permitted by law, such reimbursements, once approved by the Authority under subparagraph b. above shall be and remain valid and binding obligations of the Authority until paid or until expiration of the time for payment as provided in subparagraphs c. and d. above. However, Developer shall bear any risk of a change in law prohibiting reimbursement at the time Tax Increment revenues are available for reimbursement to Developer for costs that were Eligible Costs at the time the Authority approved them. In no event shall Developer be reimbursed for any approved eligible costs that have been or will be reimbursed or credited against other obligations by any other governmental entity.
- f. If any of the Property is substantially destroyed by fire or natural events or causes as determined by the building official of the City, this Agreement shall terminate unless reconstruction occurs at any equal or greater taxable value within twelve (12) months of the date of the loss. No payments shall be made during the period of reconstruction. Payments shall resume when the reconstruction is substantially complete as determined by the Building Official.

- g. In addition to any other remedies provided in this Agreement, if any payment made by the Authority is determined to be improper or outside of the scope of its obligations under this Agreement, or in the event of Developer's breach or default of this Agreement, Developer shall, at the request of the Authority, repay or return any monies paid by the Authority that are directly related to said breach, default or improper payment.

5. Adjustments to Eligible Costs. An estimate of the costs to be included as Eligible Costs is included in the Brownfield Plan and Work Plan. Adjustments for types and amount of costs may be made upon submittal by Developer with an explanation as to the reason for the change in cost amount or type of activity, and the City shall be obligated to make MDEQ loan proceeds available on an adjusted basis provided the total costs to be reimbursed for the project do not exceed the total loan amount stated in the City/MDEQ Loan Agreement and the costs are eligible.

6. Dispute of Eligible Costs. If there is a dispute over whether a cost submitted by Developer is an "Eligible Cost", the dispute shall be resolved by an independent qualified professional chosen by mutual agreement of the parties. If the parties are unable to agree upon a professional, then each party (the City, the Authority and Developer) shall appoint an independent qualified professional to review the Authority's decision, provided that each party chooses a professional that has not been directly employed by or provided services to that party for a period of two (2) years before the date of proposed appointment. If and to the extent that two of the three qualified professionals so selected agree that costs submitted are eligible pursuant to Brownfield Plan and was previously approved by the Authority, this shall constitute an award and Developer shall be reimbursed those costs in accordance with this Agreement. In addition, any such award may be used as the basis for the Shiawassee County Circuit Court rendering judgment that such award constitutes a final decision under statutory arbitration.

7. Reporting. Developer shall complete and submit to the City quarterly progress reports, which satisfy the City's obligation as borrower under the City/MDEQ Loan Agreement and under Act 381. The report shall be sent by the City in time for the City to meet the deadlines for submittal under the City/MDEQ Loan Agreement and Act 381.

8. Compliance with the City/MDEQ Loan Agreement. Developer agrees to comply with the terms and conditions of the City/MDEQ Loan Agreement. Developer shall not take any action or fail to take any action which would cause the City, as the borrower under the City/MDEQ Loan Agreement, to be in default or violate any provision of the City/MDEQ Loan Agreement. If the City claims that Developer has caused the City to be in default or violate a provision of the City/MDEQ Loan Agreement, the City shall provide written notice of the claimed default or violation and Developer shall cure the default within thirty (30) days of the date of receipt of such notice; provided, however, that if the claimed default or violation cannot be reasonably cured within that time period, the City may elect to grant Developer an additional period of time to cure the default.

9. Loan Payments by Developer. Under the City/MDEQ Loan Agreement, as reflected on the Amortization Schedule attached as Exhibit B to that agreement, the City is required to make loan payments to the MDEQ. The parties mutually agree and understand that tax increment revenues generated in accordance with a Brownfield Plan approved by the OBRA and will be used to repay the MDEQ loan proceeds. It is expected that there will be sufficient available tax increment revenues to repay the full MDEQ loan amount. However, notwithstanding anything in this Agreement to the contrary, if for any reason the Development does not result in sufficient revenues to satisfy the Authority's reimbursement obligations, the Developer agrees that it will not have any claim or further recourse of any kind or nature against the city of Owosso or the Authority. Subject to Developer's right to request an amendment to the Plan Amendment of Act 381 Work Plan, in the event the captured tax revenues are insufficient, the Developer assumes financial responsibility for any unreimbursed shortfall.

The authority shall be under no obligation to reimburse, nor shall interest accrue on, any Eligible Costs so long as Developer's property taxes are delinquent.

10. Access for Inspection. Employees and agents of the Authority and the City are authorized to enter upon the Property following a minimum of one (1) business day notice to Developer for the purpose of inspecting the work related to the authorized eligible activities and making determinations that such work is being performed in accordance with the Brownfield Plan in a workmanlike manner.

11. Indemnification. Developer shall defend, indemnify and hold the City and Authority, and their agents, representatives and employees (hereinafter "Indemnified Persons") harmless from any loss, expense (including reasonable legal counsel fees) or liability of any nature due to any and all suits, actions, legal or administrative proceedings, or claims arising from or on account of the acts or omissions of Developer, its officers, employees, agent or any persons acting on its behalf or under its control, in implementing the eligible activities described in the approved work plans or arising in any way from this Agreement, including but not limited to, claims for damages, reimbursement or set-off arising from, or on account of, any contract, agreement, loan contract or arrangement between Developer and any person for the performance of eligible activities or the terms of this Agreement, including claims on account of construction

12. Insurance. During construction, Developer and any contractor or subcontractor shall provide and maintain comprehensive general liability insurance with the limits of One Million and No/100 (\$1,000,000.00) Dollars combined single limit, for claims which may arise from Developer's operations under this Agreement, naming the Authority and the City as additionally names insureds. Proof of such insurance shall be provided to the Authority in care of the Authority's Administrator prior to initiating any redevelopment activities.

13. Payment of Taxes. Developer or any of its successor or assignees of Developer shall pay all real and personal property taxes or special assessments levied on any portion of the Development on or before the date the same are payable, before any additional interest penalty for late payment is applied.

14. Developer's Representations, Warranties and Covenants. The Developer hereby makes the following representations, warranties and covenants:

- (i.) Eligible Property. The Property is "eligible property" as defined in Act 381 and is eligible for the capture of Tax Increment Revenues pursuant to Act 381.
- (ii.) Eligible Costs. The Developer will only submit for reimbursement under Paragraph 4 hereof such costs that it has reasonably determined are "Eligible Costs" within the meaning of Act 381.
- (iii.) Due Authorization. The representatives signing this Agreement are duly authorized by the Developer to enter into this Agreement.

15. Events of Default. Each of the following shall constitute and event of default:

- (i.) Any representation or warranty made by the Developer in this Agreement proves to have been incorrect or incomplete in any material respect when made or deemed to be made.
- (ii.) The Developer fails to observe or perform any covenant or agreement contained in this Agreement for 30 days after written notice thereof shall have been given to the Developer by the Authority.

- (iii.) The Developer abandons or withdraws from the reuse and development of the Property or indicates its intention to do so.
- (iv.) The Developer fails to pay any funds within 30 days of the date due which are required to be paid to the Authority pursuant to this Agreement, including but not limited to its real and personal property taxes as set forth in Paragraph 13 hereof.
- (v.) The Developer terminates its existence.
- (vi.) The Developer files an appeal with the Michigan State Tax Tribunal contesting any taxes assessed against the Property or the taxable value, assessed value or state equalized value of the Property.
- (vii.) Any material provision of this Agreement shall cease to be valid and binding on the Developer or shall be declared null and void; the validity or enforceability of such provision shall be contested or denied by the Developer, or the Developer denies that it is bound by this Agreement.

16. Remedies upon Default. If any event of default as defined above shall occur and be continuing for 30 days after written notice of default from the Authority, the Authority shall have the right, but not the obligation, to terminate this Agreement effective immediately and the Developer shall be responsible for all costs which the Authority has incurred in connection with the Property and this Development Agreement, and shall be responsible for all Eligible Costs, without contribution from Tax Incremental Revenues collected by the Authority from taxes levied on the Property.

17. Assignment. Developer's rights and obligations under this Agreement may not be assigned without prior written consent of the City, should consent be required it will not be unreasonably withheld.

18. Waiver. No term, condition, covenant or provision as to this Agreement may be waived, except in writing, signed by the waiving party. No oral statements, course of conduct or course of dealing shall be deemed a waiver. No waiver by any party of any violation or breach of this Agreement shall be deemed or construed to be a waiver of any other violation or breach, whether continuing waiver of any violation or breach.

19. Termination. This Agreement shall terminate when all of the obligations required under this agreement have been fulfilled, a default has occurred, or upon mutual agreement of the parties.

20. Notices. All notices and communications required by this Agreement shall be in writing and shall be sufficiently given and deemed delivered when received if mailed by registered or certified mail or upon receipt of facsimile addressed to the respective parties as follows:

If to City of Owosso:	City Clerk Owosso City Hall 301 West Main Street, Owosso, Michigan 48867 Telephone No. (989) 725-0599
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If to Developer Restaurants, LLC:	Kevin Egnatuk Developer Restaurants, LLC 109 East Broadway, Mount Pleasant, Michigan 48858 Telephone No. (989) 205-1136
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or to such other addresses such party may specify by appropriate notice.

By signing below, all parties represent and warrant their authority to enter into this Agreement on behalf of the respective organizations. The parties have signed this Agreement as of the date first written above.

Owosso Brownfield Redevelopment Authority

By: _____
David Vaughn
Its: President

By: _____
General Grant
Its: Secretary

Developer Restaurants, LLC

By: _____
Kevin Egnatuk

Its: _____