



Title:	Authorization to execute an Environmental Response Fund Grant Agreement with Hennepin County Environment and Energy Department for 325 Blake Road
Resolution number:	22-071
Prepared by:	Michael Hayman, Project Planning Manager (952) 471-8226 mhayman@minnehahacreek.org
Reviewed by:	Chuck Holtman, General Counsel (review of grant agreement)
Recommended action:	Board authorization to execute an Environmental Response Fund (ERF) grant agreement with Hennepin County Environment and Energy Department to assist with environmental final site investigation and remediation activities at 325 Blake Road.
Schedule:	May 2022 – Submitted Hennepin County ERF grant application August 2022 –Hennepin County ERF grant award approved by Hennepin County Board September 2022 – Formal Hennepin County ERF notification and site initiation November 2022 – Approval of Hennepin County ERF grant agreement 2022-2023 – Complete investigation and clean-up activities on site
Budget considerations:	Not applicable
Past Board action:	Res # 22-008 Authorization for completion of environmental investigation at 325 Blake Road

Summary:

Since acquisition of the 325 Blake Road site in 2011, Hennepin County has been a key partner to the Minnehaha Creek Watershed District (MCWD) in helping advance its goals for regional stormwater management on a transformative, transit-oriented redevelopment site. One such program that has assisted MCWD throughout its planning and demolition processes is the Hennepin County Environmental Response Fund (ERF). Since 2017, the ERF program has provided two separate grants for site investigation and reporting, totaling \$73,276.

The final step in managing potential soil contamination at 325 Blake Road is remediation. As such, in May 2022, staff applied for a final Hennepin County ERF grant to assist with implementation of soil investigation and clean-up associated with active construction activities at the 325 Blake Road site. The application was successful, resulting in the District being awarded \$287,457 in grant assistance in August 2022.

As noted, the focus of the ERF request is specific to completing the approved response action implementation, as previously reviewed and approved by the Minnesota Pollution Control Agency. Approved grant activities include items such as soil investigation during construction, soil excavation, transport, and disposal, if contaminated soils are encountered, and final reporting to granting agencies upon completion of the work. The award is comprehensive to the entire site, including property owned by MCWD, and property recently sold to Alatus Development, LLC.

Staff recommends the District Board of Managers approve the grant agreement between Hennepin County Environment and Energy Department, and authorize the District Administrator to execute said agreement.



RESOLUTION

Resolution number: 22-071

Title: Authorization to execute an Environmental Response Fund Grant Agreement with Hennepin County Environment and Energy Department for 325 Blake Road

WHEREAS the Minnehaha Creek and Lake Hiawatha Total Maximum Daily Load (TMDL) identifies impairments to both surface waters, with the highest pollutant loading per unit area originating between West 34th Street and Meadowbrook Lake in St. Louis Park and Hopkins;

WHEREAS the Minnehaha Creek Watershed District (MCWD) Board of Managers has prioritized capital investment and the alignment of programs within the Minnehaha Creek subwatershed, concentrated within the geography referred to as the urban corridor;

WHEREAS Hennepin County has been a key partner to MCWD in helping advance its goals for regional stormwater management on a transformative restoration and redevelopment site at 325 Blake Road and has twice provided grant funding for site investigation and reporting through the Hennepin County Environmental Response Fund (ERF);

WHEREAS in February 2022 the MCWD Board of Managers authorized the completion of soil investigation activities at 325 Blake Road, including the pursuit of Hennepin County Environmental Response Fund grant funding to assist with final soil investigation and soil contamination clean-up associated with active construction of the restoration and redevelopment at the site;

WHEREAS in August 2022, MCWD was awarded an Environmental Response Fund (ERF) grant from the Hennepin County Environment and Energy Department in the amount of \$287,457 for assistance with soil investigation during construction, soil excavation, transport, and disposal, if contaminated soils are encountered, and final reporting to granting agencies upon completion of the work;

NOW, THEREFORE, BE IT RESOLVED that the Minnehaha Creek Watershed District Board of Managers hereby approves the grant agreement between Hennepin County, acting through its Environment and Energy Department for appropriated Environmental Response Funds in the amount of \$287,457, and authorizes the District Administrator to execute the Grant Agreement, with any non-substantive changes in consultation with legal counsel.

Resolution Number 22-071 was moved by Manager _____, seconded by Manager _____. Motion to adopt the resolution ___ ayes, ___ nays, ___ abstentions. Date: November 17, 2022.

Secretary Date: November 17, 2022

ENVIRONMENTAL RESPONSE FUND GRANT AGREEMENT
BETWEEN THE “MINNEHAHA CREEK WATERSHED DISTRICT” AND
HENNEPIN COUNTY ENVIRONMENT AND ENERGY DEPARTMENT

This Agreement (“Agreement”) is between the County of Hennepin, State of Minnesota, A2300 Government Center, Minneapolis, MN 55487 by its Environment and Energy Department, 701 Fourth Avenue South, Suite 700, Minneapolis, MN 55415 (“County”) and Minnehaha Creek Watershed District (“Grantee”), a political subdivision of the state of Minnesota established under Minnesota Statutes Chapter 103D and located at 15320 Minnetonka Boulevard, Minnetonka, Minnesota, 55345.

Grantee has submitted an Environmental Response Fund (“ERF”) application (“Application”) to the County for a grant to be used for the cleanup at the 325 Blake Road project site located at 325 Blake Road in Hopkins, Minnesota. The Application submitted by the Grantee to the County is incorporated into this Agreement by reference.

The parties agree as follows:

1. GRANT AMOUNT AND COMPLETION

The County shall grant to Grantee a sum not to exceed Two Hundred Eighty-Five Thousand Four Hundred Fifty-Seven dollars (\$285,457.00) (“ERF Grant”) which shall be used only for expenses incurred in performing activities specified in the Application and as further described in Section 18 of this Agreement or as approved by the County. Approved activities as described in Section 18 and in the Application are referred to as the “Project”. Administrative costs incurred by Grantee are not eligible for reimbursement. The Application is currently on file with the County and available for inspection and review.

Grantee shall complete the Project within two (2) years of execution of this Agreement and within the terms stated herein. Any material change in the scope of the Project, including time schedule and budget, must be approved in writing by the County. Upon approval by the County Administrator, the duration of this Agreement may be extended for up to twelve (12) months. Funds made available pursuant to this Agreement shall be used only for expenses incurred in performing such purposes and activities described in the Application and this Agreement.

2. ACCOUNTING, RECORD KEEPING, AVAILABILITY/ACCESS

For all expenditures of funds made pursuant to this Agreement, Grantee shall keep financial records including properly executed contracts, invoices, and other documents sufficient to evidence in proper detail the nature and propriety of the expenditures. Accounting methods shall be in accordance with generally accepted accounting principles.

Subject to the requirements of Minnesota Statutes section 16C.05, subd. 5, County, the State Auditor, or any of their duly authorized representatives, at any time during normal business hours, and as often as they may reasonably deem necessary, shall have access to and the right to examine,

audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of Grantee and involve transactions relating to this Agreement. Grantee shall maintain these materials and allow access during the period of this Agreement and for six (6) years after its expiration, termination, or cancellation.

3. PAYMENT/DISBURSEMENT SCHEDULE

County will disburse funds to Grantee pursuant to this Agreement, based on a payment request form provided by the County, submitted by Grantee, and approved by the County. Payment requests can be submitted once per month and must be accompanied by supporting invoices that relate to activities in the approved Project budget. Subject to verification of adequacy of a written disbursement request and approval of consistency with this Agreement, the County will disburse the requested amount to Grantee within six (6) weeks after receipt of a written disbursement request. The final request for disbursement must be submitted within six (6) months of the expiration date of this Agreement.

4. STATUS REPORTING

Grantee shall submit annual reports on forms provided by the County describing the distribution of funds and the progress of the Project covered from the date of the grant award through June 30 of each year. The reports must be received by the County no later than July 25 of each year. The reports shall identify specific goals listed in the application and quantitatively measure the progress of such goals. In addition, the required documentation listed in Section 19 should be supplied as it becomes available.

5. CONTRACTS AND NON-DISCRIMINATION

Grantee shall include in any contract, provisions that require contractors to comply with all applicable State and Federal laws and regulations regarding employment and workplace safety.

In accordance with County's policies against discrimination, Grantee shall not exclude any person from full employment rights nor prohibit participation in or the benefits of any program, service, or activity on the grounds of any protected status or class, including but not limited to race, color, creed, religion, age, sex, disability, marital status, sexual orientation, public assistance status, national origin, gender expression, or gender identity. No person who is protected by applicable law against discrimination shall be subjected to discrimination.

Public Grantees, subgrantees, and any contractors or subcontractors performing services as part of this Agreement shall follow that public Grantee's Affirmative Action policy against discrimination.

6. TERMINATION/CANCELLATION, SUBCONTRACTING, AND ASSIGNMENT

This Agreement automatically terminates on the expiration date of this Agreement as stated in Section 1, or within sixty days of issuance of final payment on the final disbursement request, whichever is earlier.

This Agreement may be canceled by the County upon sixty (60) days written notice to Grantee without cause. In the event of such cancellation, Grantee shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed up to the effective date of such cancellation.

If the County finds that there has been a failure to comply with the provisions of this Agreement, or that reasonable progress has not been made toward commencement or completion of the assessment and/or clean-up activities specified in the Application and this Agreement, notwithstanding any other provisions of this Agreement to the contrary and after written notice and reasonable opportunity to cure, the County may refuse to disburse additional funds and/or require the return of all or part of the funds already disbursed, to the extent such funds were used for purposes other than activities contemplated by this Agreement.

If the County finds that there has been a violation of any state, federal or local law, the County may upon written notice immediately cancel this Agreement in its entirety and may withhold or delay payment. In the event of a decision to withhold or delay payment, the County shall furnish prior written notice to Grantee specifically identifying the reason for withholding or delaying such payment.

As required by Minnesota Statutes section 471.425, subd. 4a, Grantee shall require that any contractor pay its subcontractor within ten (10) days of the contractor's receipt of payment from Grantee for undisputed services provided by the subcontractor, and Grantee shall comply with all other applicable provisions of that statute.

This Agreement may not be assigned without the prior written consent of the County.

7. INDEPENDENT CONTRACTOR

Grantee shall select the means, method, and manner of performing the Project. Nothing is intended or should be construed in any manner as creating or establishing the relationship of partnership or a joint venture between the parties or as constituting Grantee as the agent, representative, or employee of the County for any purpose. Grantee is and shall remain an independent contractor with respect to all services and activities performed under this Agreement. Grantee shall secure all personnel required in performing services under this Agreement. Grantee's personnel and/or contractors, subcontractors or subgrantees engaged to perform any work or services required by this Agreement will have no contractual relationship with the County and will not be considered employees of the County. County shall not be responsible for any claims related to or on behalf of any of Grantee's personnel, including, without limitation, claims that arise out of employment or alleged employment under the Minnesota Unemployment Insurance Law (Minnesota Statutes Chapter 268) or the Minnesota Worker's Compensation Act (Minnesota Statutes Chapter 176) or claims of discrimination arising out of applicable law, against Grantee, its officers, agents, contractors, subgrantees, or employees. Such personnel or other persons shall neither accrue nor be entitled to any compensation, rights, or benefits of any kind from County, including, without limitation, tenure rights, medical and hospital care, sick and vacation leave, workers' compensation, unemployment compensation, disability, severance pay, and retirement benefits.

8. INDEMNIFICATION

Grantee shall defend, indemnify, and hold harmless County, its present and former officials, officers, agents, volunteers and employees from any liability, claims, causes of action, judgments, damages, losses, costs, or expenses, including attorney’s fees, resulting directly or indirectly from any act or omission of Grantee, its subgrantees, contractors, or subcontractors, anyone directly or indirectly employed by them, and/or anyone for whose acts and/or omissions they may be liable in the performance of the activities or services specified in this Agreement, and against all loss by reason of the failure of Grantee to perform any obligation under this Agreement. For clarification and not limitation, this obligation to defend, indemnify and hold harmless includes but is not limited to any liability, claims or actions resulting directly or indirectly from alleged infringement of any copyright or any property right of another, the employment or alleged employment of Grantee personnel, the unlawful disclosure and/or use of protected data, or other noncompliance with the requirements of these provisions.

9. INSURANCE

With respect to the activities and services performed pursuant to this Agreement, Grantee shall, at its sole expense, procure and maintain insurance of the types, and in the forms and amounts described below from insurer(s) authorized to transact business in the state where services or operations will be performed by Grantee. The insurance requirements described below shall be maintained uninterrupted for the duration of this Agreement and beyond such term when so required, and shall cover Grantee, and others for whom and/or to whom Grantee may be liable, for liabilities in connection with work performed in connection with this Agreement. Grantee is required to have and keep in force the following minimum insurance coverages or Grantee’s actual insurance limits for primary coverage and excess liability or umbrella policy limits, whichever is greater:

1. Commercial General Liability on an occurrence basis with Contractual Liability Coverage:

	<u>Limits</u>
General Aggregate	\$2,000,000
Products-Completed Operations Aggregate	2,000,000
Personal and Advertising Injury	1,500,000
Each Occurrence –	
Combined Bodily Injury and Property Damage	1,500,000

2. Automobile Liability – Combined single limit each occurrence for bodily injury and property damage covering owned, non-owned, and hired automobiles. 1,500,000

3. Workers' Compensation and Employer's Liability:
 - a. Workers’ Compensation Statutory
 If the contractor is based outside the State of Minnesota, coverage must apply to Minnesota laws.

 - b. Employer’s Liability. Bodily Injury by:

Accident – Each accident	500,000
Disease – Policy Limit	500,000
Disease – Each Employee	500,000

4.	Professional Liability (as applicable) –	
	Per Claim	1,500,000
	Aggregate	2,000,000
5.	Pollution Liability –	
	Grantee shall maintain or cause a project contractor to maintain pollution liability insurance general aggregate of at least.	\$2,000,000

An umbrella or excess policy is an acceptable method to provide the required commercial general insurance coverage.

Coverage shall not include any exclusion or other limitations related to:

- (1) Scope of activities under this Agreement;
- (2) Delays in Project completion and cost overruns;
- (3) Persons or entities authorized to notify the carrier of a claim or potential claims; or
- (4) Mold, fungus, asbestos, pollutants or other hazardous substances.

The above establishes minimum insurance requirements. It is the sole responsibility of Grantee to determine the need for and to procure additional insurance which may be needed in connection with this Agreement. Upon written request, Grantee shall promptly submit copies of insurance policies to County.

Grantee alone is required to meet the insurance coverages of this Agreement. Grantee may meet these coverages directly through their own insurance policies, through documentation of self-insurance determined acceptable to the County, or through a combination of Grantee and contractor or other partner insurance policies. More than one entity or contractor may be used to assist the Grantee in meeting the required coverages.

Grantee shall ensure that all of Grantee’s contractors and subgrantees (i) independently carry insurance appropriate to cover the contractors’ and subgrantees’ exposures and that meet or exceed the Required Insurance Coverages set forth in the table above; (ii) are covered under the Grantee’s policies; or (iii) or both. Grantee is responsible for monitoring its contractors’ and subgrantee’s proof of insurance to ensure compliance with the foregoing obligations. Copies of certificates of insurance shall be maintained by Grantee and shall be supplied to County upon request.

Grantee and their contractors, subcontractors, and subgrantees shall not commence work until they have obtained required insurance. When the insurance is provided by the Grantee, the certificate(s) must name Hennepin County as the certificate holder and as an additional insured for the commercial general liability coverage(s) and the automobile liability coverages for all operations covered under the Agreement and include the project name and ERF contract number. When the insurance is not provided by the Grantee, the certificate(s) must name the Grantee as the certificate holder(s), name the Grantee and Hennepin County as an additional insured for the commercial general liability coverage(s) for all operations covered under the Agreement, and include the project name and ERF contract number. The certificate must also show that the County will

receive thirty (30) day prior written notice in the event of cancellation/termination, nonrenewal, or material change in any described policies; however, in the event the insurance carrier will not issue or endorse its policy(s) to comply with the notice provision in the preceding clause, Grantee shall assume such notice obligations. If Grantee receives notice of cancellation/termination from an insurer, Grantee shall email a copy of the notice to County within two (2) business days.

Grantee shall furnish to County updated certificates during the term of this Agreement as insurance policies expire. If Grantee fails to furnish proof of insurance coverages, either upon County's request or upon expiration of an existing policy, the County may withhold payments and/or pursue any other rights or remedy allowed under the contract, law, equity, and/or statute.

Grantee's or, as applicable, contractor(s)' or subgrantees' required insurance shall be primary insurance and any insurance or self-insurance maintained by County shall be in excess of and non-contributory with Grantee's insurance. Grantee waives all rights against County, its officials, officers, agents, volunteers, and employees for recovery of damages to the extent that damages are covered by insurance of Grantee. If necessary, Grantee agrees to endorse the required insurance policies to permit waivers of subrogation in favor of County.

If Grantee's contractor(s) or subgrantees independently carry insurance in accordance with the provisions herein, Grantee shall have a written agreement with its contractor(s) or subgrantee(s) to pass-through all of the foregoing insurance obligations.

10. DUTY TO NOTIFY

Grantee shall promptly notify County of any demand, claim, action, cause of action or litigation brought against Grantee, its employees, officers, agents or contractors, which arises out of the activities or services described in this Agreement. Grantee shall also notify County whenever Grantee has a reasonable basis for believing that Grantee and/or its employees, officers, agents or contractors, subgrantees, and/or County, might become the subject of a demand, claim, action, cause of action, administrative action, criminal arrest, criminal charge or litigation arising out of and/or related to the activities or services described in this Agreement.

11. DATA PRIVACY AND SECURITY

- A. Grantee, its officers, agents, owners, partners, employees, volunteers, contractors, and subgrantees shall, to the extent applicable, abide by the provisions of the Minnesota Government Data Practices Act, Minnesota Statutes, chapter 13 (MGDPA) and all other applicable law, rules, regulations and orders relating to data or the privacy, confidentiality or security of data. For clarification and not limitation, County hereby notifies Grantee that the requirements of Minnesota Statutes section 13.05, subd. 11, apply to this Agreement. Grantee shall promptly notify County if Grantee becomes aware of any potential claims, or facts giving rise to such claims, under the MGDPA or other data, data security, privacy or confidentiality laws, and shall also comply with the other requirements of this Section.

Classification of data, including trade secret data, will be determined pursuant to applicable law and, accordingly, merely labeling data as “trade secret” by Grantee does not necessarily make the data protected as such under any applicable law.

- B. In addition to the foregoing MGDPA and other applicable law obligations, Grantee shall comply with the following duties and obligations regarding County Data and County Systems (as each term is defined herein). As used herein, “County Data” means any data or information, and any copies thereof, created by Grantee or acquired by Grantee from or through County pursuant to this Agreement, including but not limited to handwriting, typewriting, printing, photocopying, photographing, facsimile transmitting, and every other means of recording any form of communication or representation, including electronic media, email, letters, works, pictures, drawings, sounds, videos, or symbols, or combinations thereof.

If Grantee has access to or possession/control of County Data, Grantee shall safeguard and protect the County Data in accordance with generally accepted industry standards, all laws, and all then applicable County policies, procedures, rules and directions. To the extent of any inconsistency between accepted industry standards and such County policies, procedures, rules and directions, Grantee shall notify County of the inconsistency and follow County direction. Grantee shall immediately notify County of any known or suspected security breach or unauthorized access to County Data, then comply with all responsive directions provided by County. The foregoing shall not be construed as eliminating, limiting or otherwise modifying Grantee’s indemnification obligations herein.

12. MERGER, MODIFICATION AND SEVERABILITY

The entire Agreement between the parties is contained herein and supersedes all oral agreements and negotiations between the parties relating to the subject matter. All items that are referenced or that are attached are incorporated and made part of this Agreement. If there is any conflict between the terms of this Agreement and referenced or attached items, the terms of this Agreement shall prevail.

Any alterations, variations, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing as an amendment to this Agreement signed by the parties. Except as expressly provided, the substantive legal terms contained in this Agreement, including but not limited to Indemnification, Insurance, Merger, Modification and Severability, Termination, Cancellation and Assignment, or Minnesota Law Governs may not be altered, varied, modified or waived by any change order, implementation plan, scope of work, development specification or other development process or document.

If any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions will not be affected.

13. MINNESOTA LAWS GOVERN

The Laws of the State of Minnesota shall govern all questions and interpretations concerning the validity and construction of this Agreement and the legal relations between the parties and their performance. The appropriate venue and jurisdiction for any litigation will be those courts located within the County of Hennepin, State of Minnesota. Litigation, however, in the federal courts involving the parties will be in the appropriate federal court within the State of Minnesota.

14. ACKNOWLEDGMENTS AND MEDIA OUTREACH

Grantee shall acknowledge the financial assistance provided by County in promotional materials, press releases, reports and publications relating to the Project activities described in Section 18 which are funded in whole or in part with the grant funds. The acknowledgment shall contain the following language:

Financing for this project was provided in part by the Hennepin County Environmental Response Fund.

Until the Project activities funded by this Agreement are completed, the Grantee shall ensure the above acknowledgment language, or alternative language approved the County, is included on all signs located at the Project or construction sites that identify Project funding partners or entities providing financial support for the project.

Until the Project activities funded by this Agreement are completed and for one year after that date, the Grantee shall provide advance notice to the County, including an invitation to the appropriate County Commissioner's office, of any public events related to the Project.

15. HENNEPIN COUNTY PERSONAL PROPERTY TAX AND PROPERTY TAX

Grantee shall affirm or require the person or entity to which the Grantee has subgranted the funds to affirm that it and its officers have paid all Hennepin County personal property taxes and property taxes due on all of its Hennepin County properties for all taxes owed. If County finds that property taxes have not been paid, County may refuse to disburse funds and may require the return of all, or part of the funds already disbursed pursuant to Section 6 of this Agreement.

This section shall not apply to any property taxes that the subgrantee or any other person or entity directly or indirectly controlling the subgrantee is contesting, in good faith, the existence, amount, or validity thereof, or the extent of its liability therefor, by appropriate proceedings which shall operate during the pendency thereof to prevent the collection of the real or personal property tax so contested.

16. SURVIVAL OF PROVISIONS

Provisions that by their nature are intended to survive the term, cancellation or termination of this Agreement do survive such term, cancellation or termination. Such provisions include but are not limited to: GRANT AMOUNT AND COMPLETION; INDEPENDENT CONTRACTOR; INDEMNIFICATION; INSURANCE; DUTY TO NOTIFY; DATA PRIVACY AND SECURITY; ACCOUNTING AND RECORD KEEPING; CANCELLATION/TERMINATION,

SUBCONTRACTING AND ASSIGNMENT; MEDIA OUTREACH; and MINNESOTA LAW GOVERNS.

17. COMPLIANCE AND NON-DEBARMENT CERTIFICATION

- A. Grantee shall comply with all applicable law, conditions of any funding sources, regulations, rules and ordinances currently in force or later enacted.
- B. If the source or partial source of funds for payment of services under this Agreement is from federal or state monies or from a federal, state or other grant source, Grantee is bound by and shall comply with applicable law, rules, regulations, applicable documentation, other County directives relating to the source and utilization of such funds, and, as applicable, the Federal Award Contract Provisions Addendum.

18. PROJECT DESCRIPTION AND ELIGIBLE ACTIVITIES

The project site is currently unoccupied property in the city of Hopkins. Historical operations at the site have included a former 277,000 square foot cold storage facility, demolished in 2018. Contamination consisting of petroleum constituents was identified at concentrations exceeding applicable risk-based criteria in soils at the site. Redevelopment plans for the project site include affordable and market-rate housing and outdoor public spaces including ecological restoration and regional stormwater facility along the Minnehaha Creek.

Grantee has been awarded ERF assistance for contaminated soil transport and disposal, associated consulting activities, and associated Minnesota Pollution Control Agency (MPCA) fees in accordance with the budget submitted by the Grantee in the Application. Modifications to eligible activities and costs must be requested in writing by the Grantee and approved of in writing by the County before modified activities or costs are performed or incurred.

19. REQUIRED DOCUMENTATION AND SUBMITTALS

The County requires that grant disbursement requests are submitted to the County on a County-approved disbursement form with the following supporting documentation:

- Annual progress summary reports that describe project status, percent of work completed, and remaining tasks and schedule.
- Response Action Plan (RAP) and RAP Implementation Reports
- Consultant and contractor invoices, including associated subcontracted services invoices and expense documentation. Documentation shall include the date(s) of service(s) covered by the invoice, unit rates, quantities, and markups. Subcontractor markups are limited to 10% or less.
- Contaminated and regulated soil disposal documentation. Documentation shall include proof of unit rates, copies of manifests at a rate of one manifest per truck per load, copies of weight or load tickets, and a summary spreadsheet matching manifest numbers to weight or load tickets and final weights.
- Clean fill documentation by volume in cubic yards.
- Documentation of dewatering implementation. Dewatering permit fees are not eligible for reimbursement and shall be excluded from disbursement requests.

- MPCA approval letters.
- MPCA invoices.

20. USE OF ERF GRANT AS A LOAN

An ERF Grant from County to Grantee may not be disbursed by Grantee to any entity as a loan.

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COUNTY ADMINISTRATOR APPROVAL

Reviewed for COUNTY by
the County Attorney's Office:

COUNTY OF HENNEPIN
STATE OF MINNESOTA

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By:

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Reviewed for COUNTY by:

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GRANTEE

GRANTEE warrants that the person who executed this Agreement is authorized to do so on behalf of GRANTEE as required by applicable articles, bylaws, resolutions or ordinances.*

By:

{ {Sig_es_:signer2:signature} }
{ {userstamp2_es_:signer2:stamp} }
{ { ttl_es_:signer2:title} }

* GRANTEE represents and warrants that it has submitted to COUNTY all applicable documentation (articles, bylaws, resolutions or ordinances) that confirms the signatory's delegation of authority. Documentation is not required for a sole proprietorship.