



**BROWNFIELD REDEVELOPMENT GRANT AGREEMENT
BETWEEN THE
MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY
AND GRANTEE NAME**

This Grant Agreement ("Agreement") is made between the Michigan Department of Environmental Quality, Environmental Science and Services Division (hereafter "State") and *Name of Grantee* (hereafter "Grantee").

The purpose of this Agreement is to provide funding for the project named below. The State is authorized to provide grant assistance pursuant to *Name of Legislation, Year, Public Act No.* Legislative appropriation of funds for grant assistance is set forth in *Appropriation Year and Public Act No.* This Agreement is subject to the terms and conditions specified herein.

Project Name: _____ Project #: _____ Tracking Code: _____

Amount of grant: \$ _____

Start Date: _____ End Date: _____

GRANTEE'S REPRESENTATIVE:

STATE'S REPRESENTATIVE:

Name/Title

Steven E. Chester, Director

Name/Title

Project Contact

State Project Administrator

Address

Address

Address

Address

Telephone number

Telephone number

Fax number

Fax number

E-mail address

E-mail address

Federal ID number

The individuals signing below certify by their signatures that they are authorized to sign this Grant Agreement on behalf of their agencies, and that the parties will fulfill the terms of this Agreement, including the attached appendices.

Signature of authorized official

Date

Name and title (typed or printed)

AUTHORIZED BY:

Steven E. Chester, Director
Michigan Department of Environmental Quality

Effective Date

I. PROJECT SCOPE

This Agreement and its appendices constitute the entire agreement between the State and the Grantee and may be modified only by written agreement between the State and the Grantee.

(A) The scope of this project is limited to the activities specified in Appendix A, and such activities as are authorized by the State under this Agreement. Any change in project scope requires prior written approval in accordance with Section III, Changes, in this Agreement.

(B) By acceptance of this Agreement, the Grantee commits to complete the project identified in Appendix A within the time period allowed for in this Agreement.

II. AGREEMENT PERIOD

This Agreement shall take effect on the date of signature by the State (the Effective Date). The Grantee shall complete the project specified in Appendix A in accordance with all the terms and conditions specified in this Agreement no later than the ending date shown on page one. The State shall have no responsibility to provide financial assistance to the Grantee for project work performed except between the Start Date and the End Date specified on page one.

III. CHANGES

Any changes to the Agreement or to its appendices, including any increase or decrease in the amount of the Grantee's compensation, changes to the Project Scope, or extension of the project deadline, which are mutually agreed upon by and between the State and the Grantee, shall be requested by the Grantee in writing, and approved in writing by the State. Changes to the Agreement or appendices must be approved in advance. The State reserves the right to deny requests for changes to the Agreement or to the appendices made without 30 days notice.

IV. GRANTEE DELIVERABLES AND REPORTING REQUIREMENTS

(A) The Grantee must complete and submit quarterly progress reports according to a form prescribed by the State. Progress reports shall be due on April 30 for the period between January 1 and March 30; July 31 for the period between April 1 and June 30; early October [pursuant to Section XVI (D)] for the period between July 1 and September 30; and January 31 for the period between October 1 and December 31.

The forms provided by the State will include instructions on their use and shall be submitted to the State's representative at the address on page 1.

(B) The Grantee shall provide a final project report in a format prescribed by the State.

(C) The Grantee must provide all deliverables in accordance with Appendix A.

V. GRANTEE RESPONSIBILITIES

(A) The Grantee understands that it is a crime to knowingly and willfully file false information with the State for the purpose of obtaining this Agreement or any payment under the Agreement, and that any such filing may subject the Grantee, its agents, and/or employees to criminal and civil prosecution and/or termination of the grant.

(B) The grantee agrees to abide by all local, state, and federal laws and regulations in the performance of this grant.

(C) All local, state, and federal permits, if required, are the responsibility of the Grantee. Award of this grant is not a guarantee of permit approval by the State.

(D) The Grantee shall secure all personnel necessary to complete the project. All personnel shall be under the direct supervision of the Grantee. The Grantee shall make all payments required by law for workers' compensation insurance, social security, income tax, unemployment compensation, and all other taxes or payroll deductions as required by law.

(E) The Grantee shall be solely responsible to pay all taxes, if any, that arise from the Grantee's receipt of this grant.

(F) The Grantee shall purchase and use recycled materials and products to the maximum extent possible in performing the project. At the Grantee's request, the State shall provide information and assistance to the Grantee regarding the use of recycled products in the project.

(G) The Grantee is responsible for the professional quality, technical accuracy, timely completion, and coordination of all designs, drawings, specifications, reports, and other services furnished by the Grantee or its subcontractor under this Agreement. The Grantee or its subcontractor shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in designs, drawings, specifications, reports, or other services.

(H) The State's approval of drawings, designs, specifications, reports, and incidental work or materials furnished hereunder shall not in any way relieve the Grantee of responsibility for the technical adequacy of the work. The State's review, approval, acceptance, or payment for any of the services shall not be construed as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

VI. ASSIGNABILITY

The Grantee shall not assign this Agreement or assign or delegate any of its duties or obligations under this Agreement to any other party without the prior written consent of the State. The State does not assume responsibility regarding the contractual relationships between the Grantee and any sub-grantee.

VII. SUBAGREEMENTS

The Grantee shall not use any consultant or subcontractor to perform the project unless specifically authorized by the State. The Grantee will be required to assume responsibility for all contractual activities offered in this proposal whether or not the Grantee performs them. Further, the State will consider the Grantee to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the anticipated Grant. All subcontractors used by the Grantee in performing the project shall be subject to the provisions of this Agreement and shall be professionally qualified to perform the duties required.

VIII. NON-DISCRIMINATION

The Grantee shall not discriminate against an employee or applicant for employment with respect to their hire, tenure, terms, conditions, or privileges of employment, or any matter

directly or indirectly related to employment, because of race, color, religion, national origin, ancestry, age, sex, height, weight, marital status, physical or mental disability unrelated to the individual's ability to perform the duties of the particular job or position. The Grantee further agrees that any sub-agreement shall contain a nondiscrimination provision identical to this provision and binding upon any and all subcontractors. This covenant is required pursuant to the Elliott Larsen Civil Rights Act, 1976 Public Act 453, as amended, MCL 37.2201, *et seq*, and the Persons with Disabilities Civil Rights Act, 1976 Public Act 220, as amended, MCL 37.1101, *et seq*, and any breach thereof may be regarded as a material breach of the contract or purchase order.

IX. UNFAIR LABOR PRACTICES

Pursuant to 1980 Public Act 278, as amended, MCL 423.231, *et seq*, the State shall not award a contract or subcontract to an employer whose name appears in the current register of employers failing to correct an unfair labor practice compiled pursuant to Section 2 of the Act. The Grantee shall not enter into a contract with a subcontractor, manufacturer, or supplier whose name appears in this register. Pursuant to Section 4 of 1980 Public Act 278, MCL 423.324, the State may void any contract if, subsequent to award of the contract, the name of the grantee as an employer, or the name of the subcontractor, manufacturer, or supplier of the grantee appears in this register.

X. LIABILITY

(A) All liability, loss, or damage as a result of claims, demands, costs, or judgments arising out of activities to be carried out pursuant to the obligations of the Grantee under this Agreement shall be the responsibility of the Grantee, and not the responsibility of the State, if the liability, loss, or damage is caused by, or arises out of, the actions or failure to act on the part of the Grantee, any subcontractor, anyone directly or indirectly employed by the Grantee, provided that nothing herein shall be construed as a waiver of any governmental immunity the Grantee has as provided by statute or modified by court decisions.

(B) All liability, loss, or damage as a result of claims, demands, costs, or judgments arising out of activities to be carried out by the State in the performance of this agreement shall be the responsibility of the State and not the responsibility of the Grantee if the liability, loss, or damage is caused by or arises out of, the action or failure to act on the part of any State employee or agent, provided that nothing herein shall be construed as a waiver of any governmental immunity by the State, its agencies or employees as provided by statute or court decisions.

(C) In the event that liability, loss, or damage arises as a result of activities conducted jointly by the Grantee and the State in fulfillment of their responsibilities under this Agreement, such liability, loss, or damage shall be borne by the Grantee and the State in relation to each party's responsibilities under these joint activities, provided that nothing herein shall be construed as a waiver of any governmental immunity by the Grantee, the State, its agencies, or their employees, respectively as provided by statute or court decisions.

XI. GRATUITIES

If the State finds, after a notice and hearing, that the Grantee or any of the Grantee's agents or representatives, offered or gave gratuities, favors, or gifts of monetary value to any official, employee, or agent of the State, in an attempt to secure a sub-agreement or favorable treatment in awarding, amending, or making any determinations related to the performance of this Agreement, the State may, by written notice to the Grantee, terminate this Agreement.

XII. CONFLICT OF INTEREST

No government employee or member of the legislative, judicicia, or executive branches of local, State, or federal government shall benefit from any part of this agreement.

XIII. AUDIT AND ACCESS TO RECORDS

The Grantee will be required to maintain all pertinent financial and accounting records and evidence pertaining to the Grant in accordance with generally accepted principles of accounting and other procedures specified by the State. The State or any of their duly authorized representatives shall have access, upon reasonable notice, to such books, records, documents, and other evidence for the purpose of inspection, audit, and copying. The Grantee will provide proper facilities for such access and inspection. All records shall be maintained for a minimum of three years after the End Date.

XIV. INSURANCE

(A) The Grantee shall maintain insurance that will protect it from claims that may arise from the Grantee's actions under this Agreement or from the actions of others for whom the Grantee may be held liable.

(B) The Grantee shall comply with applicable workers' compensation laws while engaging in activities authorized under this Agreement.

XV. FEES AND OTHER SOURCES OF FUNDING

The Grantee shall not seek nor obtain funding through fees or charges to any client receiving services for which the State reimburses the Grantee under this Agreement. The Grantee guarantees that any claims made to the State under this Agreement shall not be financed by any source other than the State under the terms of this Agreement. If funding is received through any other source, the Grantee agrees to delete from Grantee's billings or to immediately refund to the State, the total amount representing such duplication of funding.

XVI. COMPENSATION

(A) The State shall pay the Grantee a total amount not to exceed the amount on page one of this Agreement, in accordance with Appendix A.

(B) A breakdown of project costs covered under this Agreement is identified in Appendix A. All other costs necessary to complete the project are the sole responsibility of the Grantee.

(C) Expenditures made by the Grantee prior to the Start Date or after the End Date of this Agreement are not eligible for payment under the Agreement.

(D) Payment Requests submitted by the Grantee must be approved by the State prior to payment. The State reserves the right to request additional information before approving a Payment Request.

Payment Requests shall be submitted with progress reports for the same period and must include supporting documentation of eligible project expenses incurred during the payment request and progress report period. If 15 percent (15%) or more of the grant amount is expended in a single quarter, payment requests may be submitted once monthly during that quarter.

If the Grantee is unable to submit a payment request in early October for the quarter ending September 30, an estimate of expenditures through September 30 must be submitted to allow the State to complete its accounting for that fiscal year. The Grantee shall be notified by the State by September 1 of the annual due date for expenditures through September 30.

(E) The State may hold back 10 percent (10%) of the grant amount or the final invoice until the project is completed in accordance with Section XVII, Closeout, and audited by the State.

XVII. CLOSEOUT

(A) A determination of project completion shall be made by the State upon satisfactory completion of the activities and deliverables described in Appendix A and a site inspection, if applicable.

(B) The Grantee shall provide the State, within 60 days of the End Date, with all financial, performance, and other reports available and required as a condition of the Agreement.

The Grantee shall submit a request for final payment within 60 days from the End Date of the Grant.

(C) As a condition of final payment, the Grantee shall deliver to the State a release of all claims against the State arising under this Agreement. Unless otherwise provided in this Agreement or by State law, final payment under this Agreement shall not constitute a waiver of the State's claims against the Grantee.

(D) The Grantee shall immediately refund to the State any payments or funds advanced to the Grantee in excess of allowable reimbursable billings.

(E) Grants may be audited by the State. In the event a grant project is required to be audited, the amount held back under Section XVI (E) may be retained by the State until the audit is completed.

XVIII. CANCELLATION

This Agreement may be cancelled, upon 30 days written notice, due to Executive order, budgetary reduction, or other lack of funding.

XIX. TERMINATION

(A) This Agreement may also be terminated by the State for any of the following reasons upon 30 days written notice to the Grantee:

1. The State may terminate a grant made with money from the fund or withhold payment if the recipient fails to comply with the terms and conditions of the grant agreement or with the requirements of the authorizing legislation cited on page 1 or the rules promulgated thereunder, or with other applicable law or rules. If a grant is terminated, the State may recover all funds awarded.
2. If the Grantee knowingly and willfully presents false information to the state for the purpose of obtaining this Agreement or any payment under this Agreement, the State may terminate this Agreement with no further penalty whatsoever to the Grantee, and the Grantee, upon demand by the State, shall reimburse the State for all money received under this Agreement.
3. If the Grantee uses the Grant for any purpose other than those described in Appendix A or otherwise approved by the State, the State may terminate the Grant

and require immediate repayment from the Grantee of disbursed funds for the misused portion of the Grant.

(B) The State may immediately terminate this Agreement without further liability if the Grantee, or any agent of the Grantee, or any agent of any sub-agreement, is:

1. Convicted of a criminal offense incident to the application for or performance of a State, public, or private contract or subcontract;
2. Convicted of a criminal offense, including but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees;
3. Convicted under State or federal antitrust statutes; or
4. Convicted of any other criminal offense which, in the sole discretion of the State, reflects on the Grantee's business integrity.

(C) In the event the agreement is terminated, the Grantee or its contractor may be compensated for all satisfactorily completed documents, data, studies, surveys, drawings, maps, models, photographs, and reports, or reasonable compensation for unfinished work products.

XX. ACCESS AGREEMENT

A voluntary access agreement or court-ordered access must be secured by the Grantee prior to performance of the scope of work described in Appendix A for any portion of the project area or property where grant activities will be undertaken and that is not owned by the Grantee. Evidence of access must be provided to the State at its request.

XXI. MATCH

The Grantee agrees to provide local match to the project as described in Appendix A of the Agreement. The Grantee shall expend all local match committed to the project by the End Date on page 1 of the Agreement.

If real or personal property will be donated as the match or a portion of the match required, the Grantee shall submit to the State documentation of an appraisal performed by a state-certified property appraiser. For property valued at or in excess of \$500,000, the Grantee shall submit documentation of a second appraisal.

For real property donated as match, the Grantee shall submit documentation, before or within sixty (60) days of the End Date, of a marketable record title free of liens and encumbrances, and proof of title insurance.

In the event the local match expended or donated by the End Date is less than the amount in Appendix A of the Agreement, the amount of the grant shall be reduced at the discretion of the State so that the local match percentage remains the same as described in Appendix A. The Grantee may be required to reimburse the State for any funds disbursed to the Grantee over the amount of the reduced grant.

XXII. BIDS, CONTRACTORS

(A) For contracts over \$20,000 the Grantee shall provide, or cause to be provided, the qualifications of the selected contractor(s) to the State. The State reserves the right to object to the selected contractor(s) or their qualifications. If the State has objections, it will inform

the Grantee in writing within thirty (30) days of receipt of the selected contractor's qualifications.

(B) For any contract over \$20,000, except professional services, the Grantee shall solicit, or cause to be solicited, bids from at least three qualified contractors. The Grantee shall provide copies of all bids received to the State. If the contractor that submitted the lowest bid is not the contractor selected, the Grantee must submit written justification for the selection.

(C) Any contractor(s) retained for corrective action on regulated underground storage tanks shall be approved in accordance with Part 213, Leaking Underground Storage Tanks, and Part 215, Underground Storage Tank Financial Assurance, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended.

(D) Any contractor(s) retained for asbestos abatement shall possess appropriate qualifications to perform asbestos abatement.

XXIII. PROJECT IMPLEMENTATION

Prior to conducting any activities except property acquisition under the Agreement, the Grantee or its contractor shall submit a detailed work plan to the State for its approval. Work plans must include a description of the proposed activities, a budget, and a schedule for conducting the activities under Appendix A. A supplementary work plan, budget, and schedule are required for each subsequent phase of work. The Grantee and its contractor shall not proceed with grant-funded activities until the State approves the work plan, budget, and schedule in writing. The State may approve, modify and approve, or require amendments to the work plan.

The Grantee or its contractor shall implement the work plan upon the State's written approval and according to the schedules contained therein. Changes or additions to the work plan may be submitted in writing and are subject to approval by the State. Changes to the work plan without prior approval from the State, or performance of activities that are not part of an approved work plan or amendment to a work plan, are considered ineligible expenses and may result in the Grantee being responsible for payment of unapproved activities.

XXIV. OTHER TERMS AND CONDITIONS

(A) Although the following costs may be related to the scope of work described in Appendix A, the following are ineligible for reimbursement under the grant:

Office equipment; software; insurance, except liability insurance required pursuant to this Agreement; taxes, except sales taxes; registrations, including registration of an underground storage tank; replacement or purchase of equipment; fees, including Baseline Environmental Assessment petition fees, late fees and permit fees; drinking water supply replacement, as defined in 1990 AACS Rule 299.5401; operation and maintenance, as defined in 1990 AACS Rule 299.5103(a); restoration of property or infrastructure, unless included in Appendix A; fees for attorneys or legal advice; grant recipient staff time for application submittal and grant administration; costs incurred for environmental activities under a local Brownfield Redevelopment Authority Plan; costs incurred for activities outside a State-approved work plan; labor overtime; and training. Travel costs for either vehicle use or vehicle mileage will be reimbursed, but not both. Contractor markup on subcontractors and equipment is limited to 10% of the original cost. Other expenses may be determined ineligible in the course of invoice reviews.

The use of a Grant Administrator to review work plans, reports and other documents prepared by the Contractor(s), review invoices, write project status reports, and coordinate project activities and communications is eligible for reimbursement conditional upon the State's approval of a scope of work and budget prior to incurring grant administration costs.

(B) The State may withhold the Grant until the State determines that the Grant Recipient is able to proceed with the project scope described in Appendix A, pursuant to Part 196, Section 19612(3).

(C) Following completion of the Project, the State may conduct annual compliance inspections for two (2) years to determine whether the Project is being maintained for the use specified in this Agreement.

(D) The Grant Recipient acknowledges, by signature of this Agreement, that the State is not obligated to provide additional funding for this project. In the event that Grant funds provided pursuant to this Agreement are not sufficient to complete the Environmental Activities for which grant funds were approved, the Grantee may make a written request for additional grant funds. If no additional grant funds are approved by the State, the Grantee shall assume responsibility for any additional Environmental Activity costs necessary to complete the Project and in excess of the approved Grant.

(E) The Grant Recipient acknowledges by its signature of this Agreement that there have been no material changes in the economic development proposal, property ownership, or other conditions of the Property or Project since the date the grant funds were awarded. If the proposed development changes, the Grantee shall immediately notify the State in writing. In the event the proposed development is not implemented, the Grantee shall immediately notify the State in writing and shall secure a new development project for the Property within six (6) months after such notification. The Grantee shall then notify the State in writing of the proposed development. The alternate development project is also subject to approval by the State.

XXV. ACKNOWLEDGEMENT

All deliverables shall acknowledge that the project was supported in whole or in part by the Brownfield Grant and Loan Program, Department of Environmental Quality.

APPENDIX A

SITE NAME:

County:

MERA#:

Project #:

Grant Amount:

Funding source: (example) \$1,000,000 Brownfield Redevelopment Grant (Act number for CMI), \$477,750 Site Reclamation Program Grant (Act number for 1988 bond)

LOCATION: (example) 621 North Water Street, between Water Street, 6th Street, Mechelen Drive, and 7th Street on the Saginaw River, Bay City, Michigan.

SITE HISTORY AND OWNERSHIP: (example) The property is owned by Bay County. The 3-acre property was formerly used as a sawmill and lumberyard, car dealership, bus garage, marina, and a motel. It is now vacant since the recent demolition of the Imperial 400 Motel on a portion of the site.

PROJECT SCOPE: (example) Conduct environmental response actions pursuant to 1994 PA 451 and *** (funding source acts) at 621 North Water Street, Bay City, to allow reuse of the property as a hotel and conference center.

PROJECT DESCRIPTION: (example) Environmental studies conducted prior to the grant application found that arsenic and benzo(a)pyrene remain on the property above residential standards, and are present in contaminated fill materials used throughout the site.

Because of structural support deficiencies, the construction of the proposed hotel and conference center requires either the use of pilings as the foundation, or excavation and disposal of contaminated fill for a poured foundation. The cost for pilings is more than \$2 million less than the cost of a poured foundation, primarily due to the cost of hauling away contaminated soils and water and refilling the site with clean soil. In lieu of paying the cost to excavate and dispose of the existing fill material, the city will use \$1,477,750 in grant funds to pay for engineering and construction of the concrete pilings, a limited amount of soil excavation, dewatering and disposal, and a Baseline Environmental Assessment.

REDEVELOPMENT: (example) The Garfield Corporation of Dallas, Texas, will construct a multi-story, 150-room hotel and conference center. The hotel and conference center will be part of a national chain, most likely Hilton Hotels or a Hilton subsidiary. The development is expected to result in private investment of \$24 million.

PROJECT BUDGET: (example, take from the uses table in the application. May not be this detailed.)

Soil removal/grading	\$260,000
Disposal of contaminated soils	\$100,000
Shoring and dewatering	\$ 50,000
Contaminated water disposal	\$ 80,000
Filling excavated area to grade	\$ 40,000
Engineering design	\$ 50,000

Planning, testing, monitoring	\$100,000
Construct foundation system	\$600,000
BEA	\$ 5,000
Contingency (15%)	\$192,750
TOTAL	\$1,477,750

DELIVERABLES: (example) The Grantee will provide a detailed work plan and budget describing the proposed response activities. Any data collected as a result of the grant will be provided to the State's representative. A Baseline Environmental Assessment will be produced for the proposed developer of the site prior to the developer's purchase of the property. Quarterly reports will show the progress of the foundation system construction, quantities of waste taken off-site, and will describe other response actions taken.

For property acquisition contracts: When the grant will be used for property acquisition, the Grantee shall submit to the State documentation of an appraisal performed by a state certified property appraiser and a signed purchase agreement. For properties where negotiated purchase prices are equal to or greater than \$500,000, the Grantee shall submit to the State documentation of a second appraisal.

The Grantee shall acquire and submit documentation, before or within 60 days after the End Date, of a marketable record title free of all liens and encumbrances and proof of acquisition of marketable record title, said proof to be in the form of a policy of title insurance insuring the Grantee is possessed of marketable record title free of all liens and encumbrances to the lands hereinafter described. The State may approve acquisition of property encumbered by public utility easements or road easements if the State, in its discretion, determines that such easements do not interfere with the Grantee's Waterfront Redevelopment Plan.

If the property acquisition is not achieved and said documentation is not submitted to the satisfaction of the State, funds allocated for property acquisition may be deemed ineligible and the State may seek to recover grant funds disbursed.

For demo work: The project requires the submission of a demolition work plan to the State before writing any technical specifications for bid documents. At a minimum, the work plan must address project objectives, asbestos abatement, demolition notifications, due care obligations for possible airborne contaminants (including dust) and when hazardous substances are encountered, site safety, site security, and waste management.

A final report will be provided to the DEQ which summarizes the project as a whole. The report should include a description of the work completed under the grant and match and photographs of the completed project; the number of permanent jobs created; the amount of private investment; the number of acres improved; a list or copies of permits secured for the project; a plan and schedule for public access; the final total project cost; the source, type, and amount of match funds used; and a project fact sheet in a format provided by the State.

SCHEDULE: (this should be somewhat general so it doesn't have to be amended in writing every time a report is two weeks late)

SPECIAL PROVISIONS FOR LIGHTHOUSE PROJECTS (Add as needed for lighthouse projects)

(A) All project plans and specifications must meet the United States Secretary of the Interior's Standards for rehabilitation in Appendix B.

(B) Historic Structure Reports prepared with grant funds must follow the guidelines in Appendix C.

(C) Any architects retained under the grant to prepare a Historic Structures Report shall meet or exceed the professional requirements for "Historic Architecture" as stated in 36 CFR Part 61. The minimum professional qualifications for a Historic Architect are a professional degree in architecture or a state license to practice architecture, plus one of the following: (1) at least one year of graduate study in architectural preservation, American architectural history, preservation planning, or a closely-related field; or (2) at least one year of professional experience on preservation projects. Such graduate study or experience shall include detailed investigation of historic structures, preparation of historic structures research reports, and preparation of plans and specifications for preservation projects.

(D) Project plans and specifications, reports, and contractor qualifications will be reviewed and approved both by the Department of Environmental Quality (the State's Representative) and the State Historic Preservation Office (SHPO).

(E) The Grantee shall provide the State with at least one photograph of any structure scheduled for demolition, as well as written permission from the owner, unless the owner is the Grantee.

(F) The Grantee agrees to allow, provide, or ensure regular access to the lighthouse by the general public for a period of 20 years following the effective date of the grant. The right of public access shall be for no less than 12 days per year at other times by appointment. Access for the general public on privately owned property may be accomplished with a public easement, long-term lease, or other arrangement to ensure public access.