

Evidence packet for Erin Brockovich

Proposed University of Michigan and Los Alamos National Laboratory research computing center
Textile Road and Bridge Road, Ypsilanti Township, Michigan

Prepared for Michael Schils

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Public-source review current through October 11, 2026

Purpose. Request independent attention to the project's disclosure history, environmental safeguards, public funding representations and unresolved cemetery investigation. The evidence supports specific questions and further records retrieval. It does not establish unlawful NDAs, project-caused environmental injury, discovered human remains, or Native American cultural affiliation on the project site.

Review status. Ready for Michael's review before any transmission. Outstanding records are identified openly; their absence from this packet does not establish that they do not exist.

Revised after reviewing Michael's supplied PDF and five recovered research files. The attached PDF matched the previous 65-page edition. Primary-source additions are identified as supplements; earlier research summaries remain leads until verified.

The seven findings and exhibit index are organized for independent review. Original records, attributed statements and outstanding evidence are identified separately throughout.

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Use the linked contents and PDF bookmarks to navigate the review. Source links open the underlying record or publisher page. Included exhibits retain their original source pagination; packet-page labels remain continuous. The very large environmental reports are linked, not embedded.

Acknowledgment: Andrew Melichar

Michael Schils gratefully acknowledges **Andrew (Andy) Melichar**, creator and editor of **YpsiDatacenter.org**, for his substantial contribution to collecting, reviewing, organizing and publishing records about the proposed U-M/Los Alamos research computing center. Many source documents examined for this packet became accessible through his website and source index. His work has helped residents inspect the documentary record and ask informed questions. [Source-document index](#).

This acknowledgment recognizes his investment of **time, technical expertise and personal resources**, including the expense of creating and maintaining the website and pursuing public-records access. Melichar states that he pays for the website himself. His published FOIA log documents requests involving U-M, Michigan Treasury, EGLE and DOE/NNSA. Sources: [Supplement 2](#). [Published FOIA log](#).

Documented fee burden. The website reproduces a September 24, 2026 U-M response to Request 270436 estimating a **\$1,800 charge**, requesting a **\$900 deposit**, and estimating 120 business days after receipt of the deposit. It also publishes Melichar's efforts to narrow the requests and seek a fee waiver. These figures show the financial burden he faced in seeking records; **they are not represented as amounts he paid**. No cumulative total of paid FOIA fees was established in this review. [Published request and U-M response](#).

Credit also belongs to other residents who obtained and shared documents. Melichar expressly credits another resident for the batch discussed in his September 27 article, *Seven Agreements*. This acknowledgment does not attribute every FOIA release to him. [Record-sharing acknowledgment](#).

YpsiDatacenter.org is an independent resident advocacy and document-resource website. The packet credits its contribution while continuing to distinguish source records from commentary and independently checking material details.

Overview and evidence standard

The strongest basis for outreach is a request for transparent, documented safeguards before construction. Agreements, government records and U-M policy permit comparison of what was protected, what was publicly represented and what remains unverified. Predictions, official positions and legal arguments are labeled according to their source.

Status	Meaning in this packet
Verified document	The identified record was retrieved or its official page read. This verifies the recorded statement, not every assertion made by its author.
Attributed report or position	The speaker, reporter or government body is identified. Its claim is not converted into an independent technical finding.
Analysis	A comparison or question derived from the records; no judicial or agency conclusion is implied.
Outstanding	Not retrieved in this review. Do not infer destruction, concealment, absence of review or noncompliance.

U-M describes a research computing project, including an academic component and a federal component. Its observed FAQ identifies Textile Road as the preferred location and describes historical and cultural-resource studies in progress. These are U-M representations; final permits, site-specific safeguards and implementation records require separate examination. Sources: [Exhibit M](#).

YpsiDatacenter.org is a resident advocacy website opposing this location and decision process. It is useful as an index and host of primary-document copies. Its commentary is not an agency determination. Documents obtained from that host are identified as such rather than represented as downloads from their original custodians. [Resident source index](#).

Evidence matrix

Finding	Evidence and classification	Limit and next record
1 Openness	A and B: official policy and retrieved agreement; comparison is analysis.	Obtain applicability determination and any required openness approvals.
2 Environment	C and D: rendered BEA forms reviewed; E: official guidance.	Do not infer harmful exposure. Obtain due-care evaluation, construction controls and restrictions.
3 Planning	F: official township resolution; B, I and J: confidentiality documents.	Township assertions are its position. Obtain project communications and complete planning chronology.
4 Disclosure	G and H: legal framework; I: actual agreement.	No project denial adjudicated. Obtain exemption log, authorization and public descriptions.
5 Funding and jobs	J, K, L, M and Supplement 1: dated proposals, approvals and statements.	Categories differ. Clarify funding status, job definitions and forecast methodology.
6 Engagement	N: June 2025 reporting attributing explanation to township board.	Original U-M communication and June 17 township statement remain unverified here.
7 Cemetery	Q: official packet resolution; R, S and U: outstanding. T: attributed U-M response and current FAQ.	No remains or cultural affiliation established. Obtain original SHPO warning and professional findings.

Finding 1 Research openness and the restricted NDA

Verified records. SPG 303.01 protects disclosure of an award's existence, sponsor and non-confidential research purpose. It also permits protection of sponsor-supplied classified or proprietary material and provides review procedures for restrictions. Its classified-research publication exception should not be treated as automatically waiving the separate existence-disclosure principle. Sources: [Exhibit A](#).

The March 2023 bilateral NDA concerns facility and office-building discussions supporting the Advanced Simulation and Computing Program and Weapons Physics Directorate. Section III requires by-name controls and protection of the agreement's existence. Section IV.1 covers infrastructure, cooling capacity and power forecasts. The later signature is March 2, 2023, relevant to the effective-date provision. Sources: [Exhibit B](#).

Analysis and limit. These texts create a specific policy question, not proof of a violation: was the exploratory NDA treated as a research agreement within the SPG, and what review or exception applied? A restriction protecting information supplied during preliminary discussions is not necessarily a funded research award. No U-M determination or openness approval for this agreement was retrieved.

Targeted follow-up. Request the agreement classification, legal and ORSP review, approval record, applicable policy version and a non-confidential project description. Do not characterize the NDA as unlawful.

Finding 2 Environmental assessments and Part 201 status

Verified filings. The 10221 Textile Road form identifies submittal 81000971-BEA-1 dated January 13, 2025, a December 2, 2024 BEA and November 5, 2024 ownership. Its facility question is answered yes, including the checked response at PDF page 6. The second filing, 81000985-BEA-1, covers 10455 and 10635 Textile Road; PDF pages 1-3 record March 26, 2026 submission, March 11 report and March 18 ownership. It also answers yes. The second report's PDF page 10 attributes facility classification to soil metals exceeding generic residential criteria. Sources: [Exhibit C](#), [Exhibit D](#).

Meaning and limits. EGLE explains that a BEA can protect a qualifying new owner from cleanup liability for pre-existing contamination. Liability protection is distinct from exposure prevention and safe-use obligations. The second filing expressly states that administrative completeness is not an audit or adequacy decision. A facility designation does not establish site-wide dangerous exposure, contamination of drinking water or harm caused by this proposed project. Sources: [Exhibit E](#). [EGLE due-care FAQ](#).

Targeted follow-up. Obtain the current due-care evaluation, exposure-pathway analysis, soil handling, dewatering and stormwater plans, applicable land-use restrictions and construction-worker protections. Concentrations, background levels and industrial versus residential assumptions require technical interpretation. This packet does not audit every laboratory appendix or declare the property unsafe.

Finding 3 Township opposition and planning history

Verified resolution. The official three-page Resolution 2025-23 identifies August 19, 2025 adoption. It opposes the Bridge/Textile location and requests relocation to former GM property. It states that township officials had not received the full project scope and expresses concerns about ecosystem effects and public-service burdens. Those statements are the township's findings and position, not demonstrated harm. Its stated 139 acres should not be silently replaced with another document's acreage. Sources: [Exhibit F](#).

Documented confidentiality. The restricted NDA predates the public-facing 2024 partnership timeline. The May 2024 MEDC agreement and October 2024 confidential memo supply additional evidence of protected planning. This establishes a sequence of records; it does not prove that every planning discussion was secret or that township officials received no information. Sources: [Exhibit B](#), [Exhibit I](#), [Exhibit J](#).

Targeted follow-up. Request dated briefings, township communications and versions of scope, site, utility and impact projections. Evaluate what was known by whom and when rather than infer motive from confidentiality alone. Distinguish Regents purchase authorization from closing, and a preferred site from completed regulatory approval.

Finding 4 FOIA and CRIIA questions

Verified framework. Michigan FOIA's voluntary commercial-information exemption, MCL 15.243(1)(f), requires an authorized confidentiality promise and a centrally maintained description available on request. It excludes submissions required by law or made as a condition of a governmental contract, license or benefit. Sources: [Exhibit G](#).

U-M's ORSP guidance describes CRIIA protections for qualifying private-source research information, advance confidential designation, an agreement and publicly available descriptive records. It identifies exceptions and places withholding decisions with the university's FOIA officer. This guidance does not decide whether a particular facility-planning record qualifies. Sources: [Exhibit H](#).

The May 24, 2024 MEDC agreement lists environmental studies and projected utility needs in Exhibit A. Sections 4 and 6 preserve disclosure required by law, including U-M's FOIA obligations; some listed categories expire upon formal MSF action. The label on Exhibit A does not itself decide statutory exemption. Sources: [Exhibit I](#).

Unresolved project questions. Which records have actually been withheld, by which custodian and under which provision? Were descriptions and authorization records maintained? Were benefit-application records distinguished from voluntary preliminary information? No complete denial record, appeal decision or judicial ruling was retrieved. No conclusion of unlawful withholding is made.

Additional confidentiality instruments

The resident site identifies seven confidentiality-related instruments. This count includes an amendment, a clause within an MOU and a transition letter, rather than seven separate original NDAs. The additional copies below were retrieved and relevant provisions read. Their existence does not prove unlawful secrecy or that a particular FOIA exemption applies. [Document index and resident analysis](#).

Instrument	What the retrieved text supports	Disclosure limit or question
March 2023 original NDA B	Restricted technical/planning discussions; existence protected.	Legal-compulsion exception in IV.6(f); scope and information markings matter.
2023 amendment Supplement 6	Adds SmithGroup and ACM; conceptual design and ACM environmental/site information.	Adds parties and categories to the original arrangement; not an independent proof of withheld public records.
Willow Run agreement Supplement 7	Project L potential real-estate discussions.	Section 4 expressly preserves disclosure required by law and Michigan FOIA.
May 24, 2024 MEDC agreement I	Identified financial, utility and environmental categories.	Disclosure exceptions and category-specific expiration must be read alongside the applicable statute.
November 2024 MOU L	Proprietary-information protections are referenced in the transition agreement.	Specific work, funding and related contracts require separate instruments.
2025 transition Supplement 9	Terminates original NDA and transfers protections to MOU 204 and related agreements.	U-M signed April 3; Triad signed September 1. The latest dated signature governs effectiveness under section 11.
December 4, 2025 Nexus Supplement 8	Pipeline information and construction-condition evaluation.	PDF p. 3 expressly preserves disclosure required by Michigan FOIA.

Analysis and follow-up. Match each withheld item to its custodian, information category, marking, applicable agreement, duration and actual statutory determination. The transition letter records ACM's representation about return or destruction of proprietary information; it does not establish destruction of public records or improper conduct. The June 2025 engagement explanation still requires the original communication and identification of the agreement then relied upon. Sources: [Supplement 6](#), [Supplement 7](#), [Supplement 8](#), [Supplement 9](#).

Finding 5 State support and employment projections

Date correction. The preliminary Project L memo is dated **October 16, 2024** on page 1, despite October 2 in its hosted filename. Its figures are proposed or potential sources, not an executed funding package.

Sources: [Exhibit J](#).

Date and record	Funding or employment representation	Category and caution
October 16, 2024 J	Requested \$135M SSRP; potential \$400M state package; over 800 direct permanent jobs over ten years.	Preliminary proposal; broader employment scope is not fully explained.
December 10, 2024 K	Approved \$100M SSRP grant. Memo: minimum 200 direct permanent jobs over ten years; application: up to 200 LANL jobs.	Same packet uses different formulations. Approval is not proof of full disbursement.
November 2024 L	MOU section 8(a) obligates no funds; later activities require separate agreements.	Signed framework, not construction financing.
FAQ observed October 11, 2026 M	About 300 union construction jobs, more than 200 permanent research positions and 30-50 technical support roles.	Temporary construction and permanent employment are separate categories.

Funding update. The October 8, 2026 Grasso letter says LANL has made no funding commitment; indirect funding supported site-agnostic design, while construction has no additional federal obligation. The current FAQ describes a \$300M contribution. These statements require reconciliation; the contribution should not be represented as secured federal construction funding. Sources: [Supplement 1](#), [Exhibit M](#).

Analysis. The 800-to-200 comparison identifies a changed public record, not a demonstrated like-for-like job reduction. Obtain the scope and method behind each estimate, employment location, timing and local hiring expectations. MEDC's December 10 headline combines Ypsilanti and Redford projects; its 600 jobs must not be attributed solely to this center. [MEDC announcement](#).

Finding 6 Reported delay in community engagement

Attributed reporting. Brian Allnutt's June 20, 2025 Planet Detroit article reports that, according to the township board, U-M said as of June 13 that an NDA prevented scheduling engagement events. The article identifies a June 17 township statement. This is reporting of the township's account of U-M's explanation, not a primary U-M admission. Sources: [Exhibit N](#).

Limit and follow-up. The original June 13 communication and June 17 statement were not retrieved here. Obtain them and identify the applicable NDA, its duration, who interpreted it and whether non-confidential consultation could proceed. Later town halls do not resolve the earlier explanation, but should be reflected in any complete chronology.

Primary congressional oversight. Dingell's January 30, 2026 letter requests a public questions-and-answers forum and criticizes site-selection communication. Her June 24 letter asks 21 questions and renews her engagement concerns. Her September 16 agreement inquiry seeks 16 answers about funding authority and commitments. These verify her oversight requests and stated concerns; they do not independently establish every resident allegation. Sources: [Supplement 3](#), [Supplement 4](#), [Supplement 5](#).

Finding 7 Cemetery and archaeological due diligence

Original government record obtained. The October 6, 2026 township board packet contains Resolution 2026-26 at PDF pages 21-38. Resolution page 2 attributes a recorded cemetery boundary overlapping the property to SHPO. Page 4 cites recommendations for qualified archaeological assessment and possible human-remains detection dogs; pages 6-7 demand investigation before ground disturbance. This is verified resolution text. Adoption is reported by the resident website; the certified adopted copy and approved minutes remain outstanding. Sources: [Exhibit Q](#). [Attributed adoption report](#).

Evidence limit. The original SHPO correspondence was not attached to the retrieved resolution and was not otherwise located. No professional survey or cemetery delineation was obtained. **No human remains on the project site and no Native American cultural affiliation have been established by the records retrieved in this review.** A recorded boundary overlap and a recommendation to investigate are not a discovery of burials. Sources: Exhibit R (outstanding), Exhibit S (outstanding).

U-M response. Resolution page 3 reproduces an August 28, 2026 MLive-attributed Kay Jarvis statement that title searches and site surveys had identified no artifacts or remains. The original article and survey methods remain outstanding. The current FAQ describes cultural-resource studies, without resolving the cemetery question. No newer specific archaeological response was located. Sources: [Exhibit T](#).

Section 106. The resolution asserts that the collaboration constitutes a federal undertaking. That is the township's legal position. ACHP explains the federal review process; the applicable agency, federal nexus and project determination require records. No tribal consultation or Section 106 project file was retrieved. The lack of a committed construction contribution does not by itself decide whether other federal involvement triggers review. Sources: Exhibit U (outstanding). [ACHP Section 106 guidance](#).

Targeted follow-up. Seek the original correspondence, a releasable assessment summary, investigation status, avoidance plan and responsible-agency determination. Seek consultation status without confidential tribal cultural information or precise burial locations. [SHPO archaeological-data confidentiality standards](#).

Chronology

Date	Event or recorded statement	Evidence
March 1-2, 2023	U-M and Triad sign restricted NDA; later signature determines effective date.	B, pp. 5-6
July 28 and August 14, 2023	U-M, SmithGroup and ACM sign amendment July 28; Triad digital signature August 14.	Supplement 6, PDF p. 5
May 24, 2024	MEDC confidentiality agreement dated.	I, p. 1
October 16, 2024	Preliminary Project L memo. Filename date differs.	J, p. 1
November 5, 2024	First BEA records ownership at 10221 Textile Road.	C, PDF p. 1
November 25-26, 2024	Signed MOU. 2025 LANL date in later letter conflicts with signature.	L, p. 10; Supplement 1, answer 1
December 2, 2024	First BEA report date.	C, PDF p. 11
December 10, 2024	MSF approves \$100M grant; proposed financing remains separately qualified.	K; official MEDC announcement
January 13, 2025	First BEA submittal date.	C, PDF p. 1
June 13 and 17, 2025	NDA explanation and township statement, as subsequently reported.	N; original communications outstanding
June 20, 2025	Planet Detroit publishes engagement report.	N
August 19, 2025	Resolution 2025-23 adoption identified in clerk certification.	F, p. 3
January 30, 2026	Dingell calls for public dialogue after January 29 open house.	Supplement 3
March 11, 18 and 26, 2026	Second BEA report, ownership and submission respectively.	D, PDF pp. 1, 3, 6
June 24, 2026	Dingell sends community-concern letter with 21 questions.	Supplement 4
August 2026	Textile Road preferred-site selection, according to U-M.	M timeline
August 28, 2026	Reported U-M artifacts/remains statement; original article outstanding.	Q, resolution p. 3
September 9, 2026	First community town hall on official U-M timeline.	M
September 10, 2026	Brockovich/Cook interview publication; general comparison only.	P
September 16, 2026	Dingell issues separate environmental review and agreement/funding inquiries.	O and Supplement 5
October 1, 2026	Second community town hall on official U-M timeline.	M

Date	Event or recorded statement	Evidence
October 6, 2026	Board packet includes Resolution 2026-26; adoption reported.	Q; resident reporting
October 8-9, 2026	Grasso response dated October 8; Dingell publishes it October 9.	Supplement 1; official congressional release

Do not merge different acreage descriptions: F says 139 acres; U-M's current project page and Q say 144; the environmental reports describe their own covered parcels. A boundary reconciliation and current survey are outstanding. Likewise, a land-purchase approval date is not the ownership date shown in a BEA.

Outstanding records and specific questions

Priority	Record or clarification	Custodian or route
1	Original SHPO communication, complete chain and releasable attachments; certified adopted Q and minutes.	Township Clerk; U-M FOIA; SHPO inquiry or MEDC/MSF FOIA Center.
1	Professional assessment, cemetery delineation, non-sensitive survey findings and discovery/avoidance plan.	U-M and relevant consultants; SHPO non-sensitive records.
1	Federal undertaking determination, lead agency, review initiation and consultation status.	U-M; DOE/NNSA and SHPO after agency identification.
1	Current environmental due-care documentation, restrictions and construction safeguards.	U-M; EGLE.
2	SPG applicability and openness-review records; confidentiality description and actual FOIA denial log.	U-M FOIA/ORSP; MEDC for its records.
2	June 2025 source communications and complete township planning exchanges.	Township and U-M.
2	Funding instrument, disbursement status and comparable job-model definitions.	MSF/MEDC; U-M; federal agency if applicable.

The three archaeological records-request Gmail drafts were inspected read-only on October 11. All remain labeled DRAFT, with Michael's preferred sending address. Township and U-M drafts contain a complete-mailing-address placeholder. The SHPO inquiry asks for routing help; formal MSF/MEDC requests belong in the [MEDC FOIA Center](#). Nothing was sent or submitted in this review.

Requests should seek segregable, releasable portions and status summaries. Confidential site coordinates and tribal cultural information are unnecessary for this public packet. Search gaps should be resolved through custodians, not converted into allegations.

National disclosure context and review questions

Brockovich and Suzanne Boothby's May 27 and August 26, 2026 articles ask for early participation, meaningful disclosure and a precise explanation of what NDAs restrict. These are primary sources for the authors' advocacy framework. The four retrieved articles do not identify the U-M/LANL proposal; this bounded review cannot establish whether her office has received local reports. No local endorsement or investigation by Brockovich is inferred. Sources: [Supplement 10](#), [Supplement 11](#), [Supplement 12](#), [Supplement 13](#).

Microsoft's own policy provides a comparison: it says it has ended use of local-government NDAs and is coordinating termination of active agreements. It retains legally permitted protection of specified trade secrets and security information and does not promise every design detail at the outset. The policy is not law governing this university/federal collaboration. Its exact announcement date was not verified; the 2025 wording in Brockovich's August article is not adopted. Sources: [Supplement 14](#).

Question for independent review	Local record or outstanding evidence
What was known before decisions, and when was it disclosed?	March 2023 NDA B, confidential Project L memo J, MSF approval K, and dated township/congressional communications. Obtain a complete public-notice chronology.
Which exact clause restricted which requested information?	Compare original, amended and transition agreements with actual FOIA requests, responses and exemptions. Several preserve disclosure required by law.
What resource commitments and safeguards are documented?	Obtain site-specific cooling, peak/annual water demand, electricity, infrastructure cost allocation, due care and construction controls. National examples supply questions, not local quantities.
Which agreement authorizes spending and allocates responsibility?	Dingell September 16 inquiry and Grasso October 8 response; reconcile funding forecasts with binding instruments and appropriations.

These are Michael Schils's analytical questions informed by the records and national discussion. They are not a Brockovich-issued test, a legal finding, or proof of harmful exposure.

Research background and its limits

The recovered literature summaries identify useful background, but do not supply a study of this proposed facility. Three particularly relevant original sources were checked:

Michiel S. de Vries (2023). His Zeewolde/Meta case study examines confidential negotiations and later FOIA-driven disclosure; relevant discussion is at printed pp. 175-178. He discloses involvement with stakeholders. The paper does not reproduce an executed NDA or establish facts about Ypsilanti. Sources: [Supplement 15](#).

Sameer H. Shah (2026). The PLOS Water essay synthesizes reporting and legal filings on water governance and records barriers. Concern 1 distinguishes withheld data from selective disclosure of direct versus indirect water requirements. It supplies investigative questions, not measured impacts for this site. Sources: [Supplement 16](#).

Privette, Barros and Cai (2026). Their AGU Advances commentary identifies facility-level reporting gaps and confidentiality barriers, and distinguishes direct cooling, electricity-generation and supply-chain water. Its general conclusions do not determine this proposal's demand or exposure. Sources: [Supplement 17](#).

For this packet, the practical request is for comparable site-specific projected and actual resource figures, clear assumptions, monitoring plans and public reporting. General sector averages and other facilities' performance cannot establish the Ypsilanti design requirements.

Existing scientific collaboration. The LANL repository verifies the 2025 radiation-transport paper by Gorodetsky, Mullen and colleagues; a related 2026 multigroup paper is available as an author preprint. These provide concrete research leads behind the collaboration. Their simulation benchmarks do not assess the proposed site or establish its required power, cooling, land area or environmental safeguards. Sources: [Supplement 19](#). [Related 2026 author preprint](#).

Reporting database caution. Brockovich's statistics page displays an October 4 snapshot of 9,683 reports across 50 states and 2,447 ZIP codes, covering AI data centers and battery energy storage systems. These are submissions, not verified harm incidents. Its keyword panel shows 128 reports / 8.0% for NDAs or secrecy; the Communities page separately shows 19% using broader wording. No common denominator was established, so no single prevalence percentage is used to support a local finding. Sources: [Supplement 18](#). [Map methodology FAQ](#); [Communities page](#).

Context and contact route

The New Lede published an Erin Brockovich/Ken Cook interview on September 10, 2026 about community responses to AI hyperscale data centers. Its relevance is the broader issue of public participation and access to project information. This university and federal research proposal has its own records and technical design. The interview is not evidence that Brockovich or Cook assessed, endorsed or opposed the Ypsilanti project. Sources: [Exhibit P](#).

The current [Brockovich Data Center Reporting page](#) includes a Report an Issue form and publishes **erin@brockovich.com** as the direct email fallback, asking for the form's details. This is the most relevant verified route for this project. Verification establishes that the address is published, not that the mailbox accepts attachments or guarantees a response. The form permits photos; a PDF upload option was not established. Use email for the packet after Michael's approval.

The general Brockovich contact form is labeled for business opportunities and directs environmental issues elsewhere. A privacy-policy contact address is not preferred for this submission. No form submission, message transmission or mailing-list enrollment has been performed.

Exhibit index and source notes

A-P assignments below are the rebuilt index for this edition. Q-U preserve the requested categories. Supplements record the recovered primary-source additions; these do not renumber A-U. Every source was accessed or retrieval attempted on October 11, 2026. Included documents are public-record copies; inclusion does not certify an author's assertions. Links may change after the review date. Blank source slots are intentional outstanding entries.

Exhibit A U-M SPG 303.01 research openness

Official U-M policy; issued February 17, 1993; updated September 29, 2020. Read online. Sections I.1, I.3-4, I.7-8; definitions. Linked.

[Open source record](#)

Exhibit B Restricted NDA RSNDA-23-0076

Agreement between the Regents and Triad, operator of LANL. Primary document hosted by a resident advocacy site. All six pages retrieved; sections II-III and IV.1, IV.17 reviewed. U-M signature March 1, 2023; Triad digital signature March 2, 2023. Included.

[Open source record](#)

Exhibit C BEA for 10221 Textile Road

Apex report for the Regents; EGLE submittal 81000971-BEA-1, January 13, 2025. 328 pages; 85,491,772 bytes. Primary-document copy hosted by advocacy site, which identifies EGLE FOIA as provenance. Rendered PDF pages 1-6 and 10-11 reviewed. Report date December 2, 2024. Full appendices not audited. Linked only.

[Open source record](#)

Exhibit D BEA for 10455 and 10635 Textile Road

Apex report for the Regents; EGLE submittal 81000985-BEA-1, March 26, 2026. 317 pages; 100,266,717 bytes. Advocacy-hosted copy identified as EGLE FOIA material. Rendered PDF pages 1-6 and 10-11 reviewed. Report date March 11, 2026. Full laboratory appendices not audited. Linked only.

[Open source record](#)

Exhibit E EGLE guidance on BEAs and due care

Official EGLE guidance. Read online; associated due-care FAQ separately linked in finding 2. General framework, not a project-specific compliance determination. Linked.

[Open source record](#)

[Associated official due-care guidance](#)

Exhibit F Ypsilanti Township Resolution 2025-23

Official township copy, three pages; clerk certification identifies August 19, 2025 adoption. Read all pages. Township assertions remain attributed. Included.

[Open source record](#)

Exhibit G Michigan FOIA exemption framework

Official legislative text, MCL 15.243(1)(f). Read online. See also Attorney General FOIA guidance. No project denial or court ruling retrieved. Linked.

[Open source record](#)

[Attorney General FOIA explanation](#)

Exhibit H U-M explanation of FOIA and CRIIA

Official Office of Research and Sponsored Projects explanation. Read online; cites MCL 390.1553. Individual statute links failed in the web reader; do not substitute this explanatory page for a definitive project-specific legal analysis. Linked.

[Open source record](#)

Exhibit I MEDC confidentiality agreement with the Regents

Dated May 24, 2024. Five-page primary-document copy hosted by advocacy site. Sections 1, 4, 6 and Exhibit A reviewed. Included.

[Open source record](#)

Exhibit J Project L preliminary briefing memorandum

Steve Bakkal to Michigan Strategic Fund Board. Three-page primary-document copy hosted by advocacy site. Date printed on page 1 is October 16, 2024; hosted filename says October 2. All pages read. Included.

[Open source record](#)

Exhibit K December 10, 2024 Michigan Strategic Fund materials

Official MEDC/MSF 158-page packet. U-M memorandum, application, resolution and term sheet at PDF pages 52-65; printed pages 51-64. Relevant section reviewed. The 136-page advocacy compilation has different numbering. Selected pages included.

[Open source record](#)

Exhibit L Signed MOU 204 between U-M and LANL

Ten-page primary-document copy hosted by advocacy site. Mostly scanned. Rendered pages 8-10 reviewed, including funding clause and signatures. U-M November 25, 2024; Triad/LANL November 26, 2024. Linked.

[Open source record](#)

Exhibit M U-M current project FAQ and timeline

Official U-M page accessed October 11, 2026. Read online. Undated living page; statements represent the observed version. Planning projections are not operating measurements. Linked.

[Open source record](#)

Exhibit N June 20, 2025 Planet Detroit report

Brian Allnutt reporting. Final paragraph attributes the June 13 NDA explanation to the township board. Read online. Secondary reporting, not an original U-M statement. Linked.

[Open source record](#)

Exhibit O Dingell request for environmental-status review

Official congressional publication dated September 16, 2026. Read online. Reports EPA ID MID980825558 and requests EPA/EGLE review. Agency responses and parcel-level reconciliation not retrieved. Linked.

[Open source record](#)

Exhibit P Erin Brockovich and Ken Cook contextual interview

The New Lede, September 10, 2026. Interview title, participants and publication date verified on publisher page. Full audiovisual interview not reviewed. Context only; no local endorsement inferred. Linked.

[Open source record](#)

Exhibit Q Resolution 2026-26 in October 6 board packet

Official township packet retrieved despite web-reader 403. Resolution occupies PDF pages 21-38, resolution pages 1-18. Entire resolution text reviewed; relevant pages visually checked. Packet version included. Certified adopted version and approved minutes outstanding; adoption reported by resident source.

[Open source record](#)

Exhibit R Original SHPO correspondence

Outstanding. Not retrieved in this review. SHPO language is available through the township resolution, not the original email or letter. No date, full recipient chain or attachments invented.

Exhibit S Releasable archaeology and cemetery investigations

Outstanding. No professional desktop report, field survey, geophysical report, canine survey, cemetery delineation or non-sensitive findings retrieved. No sensitive burial coordinates included.

Exhibit T U-M archaeological statements

The FAQ identifies historical and cultural-resource studies among ongoing reviews. The Kay Jarvis statement reported August 28, 2026 is reproduced in Q, resolution page 3; the original MLive article and underlying site surveys were not retrieved. No newer specific cemetery response located. Linked and attributed through Q.

[Open source record](#)

Exhibit U Section 106 and tribal-consultation project records

Outstanding. No lead-agency determination, area-of-potential-effects record, consultation notice, tribal response, effects finding or agreement retrieved. General ACHP guidance separately linked; it is not project documentation.

[General Section 106 framework](#); [Archaeological-data confidentiality guidance](#)

Supplement 1 U-M President Grasso response to Dingell

Letter dated October 8, 2026; four-page original U-M response published by Congresswoman Dingell on October 9. Official copy retrieved; all answers read and page 1 visually checked. Answer 1 says LANL signed in 2025; actual MOU signature shows 2024. Included as Supplement 1; prior advocacy-hosted copy is retained separately.

[Open source record](#)

Supplement 2 Andrew Melichar acknowledgment and records-access costs

Public self-description identifies Andrew (Andy) Melichar as editor and says he personally funds the website. Published U-M Request 270436 correspondence dated September 24, 2026 estimates \$1,800 and requests a \$900 deposit. These are proposed charges, not verified payments. FOIA log and correspondence reviewed; no cumulative amount paid established. Linked acknowledgment sources; original A-U assignments retained.

[Open source record](#)

[Published FOIA log](#); [U-M Request 270436 fee correspondence](#); [Credit to another resident for shared records](#)

Supplement 3 Dingell follow-up after open house, January 30, 2026

Official congressional letter, two pages, retrieved and read. Requests public questions and answers and criticizes site-selection communication. Her stated concerns are an oversight position, not an adjudicated finding. Linked.

[Open source record](#)

Supplement 4 Dingell community-concern letter, June 24, 2026

Official congressional letter, four pages, retrieved and read; publication also dated June 24, 2026. Asks 21 questions about research, resource demand, local costs and engagement. Her allegations and reported resident concerns remain attributed. Linked.

[Open source record](#)

Supplement 5 Dingell agreement and funding inquiry, September 16, 2026

Official congressional letter, three pages, retrieved and read; page 1 visually checked. Requests underlying agreement and 16 answers about authority, appropriation, obligations, transfers, conditions and guarantees. Included. Separate from environmental-review Exhibit O issued the same day.

[Open source record](#)

Supplement 6 2023 NDA amendment adding SmithGroup and ACM

Primary agreement copy hosted by resident site. Eleven-page file: five amendment pages plus six original NDA pages. Amendment pages 1-5 read; page 5 visually checked, with July 28, 2023 U-M, SmithGroup and ACM signatures and August 14, 2023 Triad digital signature. Adds design and ACM site-information categories. Signature dates are recorded separately. Linked.

[Open source record](#)

Supplement 7 U-M and Willow Run landholdings confidentiality agreement

Six-page primary-document copy hosted by resident site; agreement footer May 23, 2024. Sections 1-4 and effective-date clause read; page 2 visually checked. Section 4 preserves disclosure required by statute, court order or Michigan FOIA. Do not treat footer date as independently verified date of all signatures. Linked.

[Open source record](#)

Supplement 8 Nexus Gas Transmission mutual confidentiality agreement

Seven-page primary-document copy hosted by resident site. Express effective date December 4, 2025. Purpose concerns a high-pressure pipeline and evaluation of construction conditions. PDF page 3, end of section 2, expressly preserves disclosure required by Michigan FOIA. Relevant text read. Linked.

[Open source record](#)

Supplement 9 NDA termination and transition letter agreement

Five-page primary-document copy hosted by resident site, including signature counterparts. Text read; PDF pages 3 and 5 visually checked. U-M signature April 3, 2025; Triad signature September 1, 2025. Section 11 uses later signature for effectiveness. Filename is not the effective date. Transfers protections to MOU 204 and related agreements; does not establish continuous applicability of the original NDA in June 2025. Linked.

[Open source record](#)

Supplement 10 Brockovich and Boothby on early disclosure, May 27, 2026

Original The Brockovich Report article by Erin Brockovich and Suzanne Boothby, dated May 27, 2026. Public main text read. Advocates participation and disclosure before decisions and asking what officials knew, when, and whether NDAs exist. Primary source for authors' national views; not a local-project finding. Linked.

[Open source record](#)

Supplement 11 Brockovich and Boothby on project labels and NDAs, August 26, 2026

Original article, August 26, 2026. Public main text read. Asks residents to identify project labels and exact restrictions imposed by NDAs. Its Microsoft 2025 date was not independently confirmed; Supplement 14 verifies policy without asserting that date. Linked; national context only.

[Open source record](#)

Supplement 12 Brockovich and Boothby on water disclosure, July 29, 2026

Original article, July 29, 2026. Public main text read. Reports water-records disputes in other jurisdictions. Underlying Virginia court file and agreement not inspected here; reported litigation outcomes and volumes are not adopted as established facts or local design assumptions. Linked.

[Open source record](#)

Supplement 13 Brockovich and Boothby reporting initiative, April 28, 2026

Original article, April 28, 2026. Public main text read. Explains reporting initiative and community-information concerns. The title and historical analogy do not establish pollution from the Ypsilanti proposal. Linked.

[Open source record](#)

Supplement 14 Microsoft policy on local-government NDAs

Original Microsoft policy page read October 11, 2026. Ends local-government NDA use and coordinates termination of active agreements, while retaining legally permitted protection of specified trade secrets and security information. No displayed publication date verified. Policy comparison, not law governing U-M or LANL. Linked.

[Open source record](#)

Supplement 15 Michiel S. de Vries: project secrecy case study

Turbulence in the Relationships Between Governments and High Tech Firms, Transylvanian Review of Administrative Sciences, Special Issue 2023, pp. 167-184; DOI 10.24193/tras.SI2023.10, published December 20, 2023. Eighteen-page author paper retrieved. Methods and relevant pp. 175-178 read; p. 175 visually checked. Zeewolde/Meta case, not Ypsilanti. Discloses researcher involvement with stakeholders; no executed NDA reproduced. Linked.

[Open source record](#)

Supplement 16 Sameer H. Shah: water governance and disclosure

Four water insecurity concerns about datacenters driving the AI revolution, PLOS Water 5(1), e0000500, January 13, 2026; DOI 10.1371/journal.pwat.0000500. Original publisher essay read, especially Concern 1. Synthesizes public reporting and legal filings, not a site-specific assessment. Linked.

[Open source record](#)

Supplement 17 Privette, Barros and Cai: water-footprint transparency

Data Centers Water Footprint: The Need for More Transparency, AGU Advances 7, e2025AV002140; first published February 27, 2026. Publisher commentary read, especially section 2. Discusses NDA, records and facility-data gaps; no new research data created. General framework, not Ypsilanti measurements. Linked.

[Open source record](#)

Supplement 18 Brockovich reporting statistics and methodology

Observed October 11, 2026; site displays snapshot through October 4. Counts community submissions concerning AI data centers and BESS; not an independently verified incident census. Keyword panel and Communities page show different secrecy percentages without a demonstrated shared denominator. FAQ also reviewed. Figures are not applied to this local project. Linked.

[Open source record](#)

Supplement 19 Existing U-M and LANL radiation-transport research

LANL repository verifies Gorodetsky, Mullen and colleagues, Thermal Radiation Transport with Tensor Trains, The Astrophysical Journal 988(1), 64, July 14, 2025; DOI 10.3847/1538-4357/adda3f. Related author abstract: Multigroup Thermal Radiation Transport with Tensor Trains, arXiv:2602.00290, first submitted January 30, 2026. Repository metadata and original abstracts inspected; full numerical results not audited. Neither evaluates the proposed Textile Road facility. Linked.

[Open source record](#)

[Related 2026 author preprint](#)

Included source exhibits

The following original-document pages follow this review, with separate PDF bookmarks. Their own page numbers are retained. A continuous packet-page label is added in the outer top margin; no source wording is altered.

Exhibit B. Restricted NDA RSND-23-0076. Complete document.

Exhibit F. Ypsilanti Township Resolution 2025-23. Complete document.

Exhibit I. MEDC confidentiality agreement with the Regents. Complete document.

Exhibit J. Project L preliminary briefing memorandum. Complete document.

Exhibit K. December 10, 2024 Michigan Strategic Fund materials. Selected source pages.

Exhibit Q. Resolution 2026-26 in October 6 board packet. Selected source pages. This is the board-packet version, not a separately certified adopted resolution.

Supplement 5. Dingell agreement and funding inquiry, September 16, 2026. Complete document.

Supplement 1. U-M President Grasso response to Dingell. Complete document.

The full environmental reports C and D are linked only. Their combined size is approximately 186 MB. The source-note entries identify which rendered pages were reviewed. Other linked exhibits are accessible through the index; outstanding R, S and U are not fabricated attachments.

**TRIAD NATIONAL SECURITY, LLC
LOS ALAMOS NATIONAL LABORATORY
NON-DISCLOSURE AGREEMENT
(BILATERAL RSNDA-23-0076)**

I. This non-disclosure agreement (“Agreement”) is entered into by and between **Regents of the University of Michigan**, having a principal place of business at Ruthven Building, 1109 Geddes Avenue, Ann Arbor, MI 48109, and **Triad National Security, LLC**, a Delaware limited liability company having its principal place of business at P.O. Box 1663, Los Alamos, NM 87545, hereinafter referred to as “**Triad**,” operator of the Los Alamos National Laboratory (“LANL”) under Contract No. 89233218CNA000001 with the U.S. Department of Energy, National Nuclear Security Administration (“DOE/NNSA”). The entities named above may also be referred to herein individually as a “Party” or collectively as the “Parties.”

II. WHEREAS the Parties desire to disclose information, some of which may be Proprietary Information as defined below, to each other for the purpose of **conducting discussions and information sharing relating to a High Performance Computing facility and an office building in support of the Advanced Simulation & Computing Program and Weapons Physics Directorate** (the “Purpose”) in accordance with Contract No. 89233218CNA000001; and WHEREAS the Discloser further desires to protect such Proprietary Information from unauthorized disclosure and use under the terms and conditions contained herein.

III. WHEREAS the Disclosers will maintain two identical documents which will contain all of the parties which will be party to the disclosed information. This will include, but not limited to employees and or contractors or consultants employed by either Discloser. These lists (one per discloser, per site) will be kept in synch and shall reflect exactly the same names to ensure a complete understanding of the personnel who have been disclosed on any of the data/IP/proposals/designs/potential patents for the duration of the project. If someone is removed from the list, they must sign a document which states they are restricted from disclosing or discussing any of the information, until notified by both Disclosers. This states that this will be a “by name” (RESTRICTED) NDA. Agreement from both parties will have to be given before names can be added or subtracted from the existing lists. All documents, notes, drawings, designs will be numbered and assigned on a per name basis. All documents must be protected and stored in locked cabinets or secured in an agreed upon method. (Safe or other containers) Upon agreement of both parties, said documents will be updated with the destruction of the previous document in an approved manner. (Shred, burn or return to the owner of the document). Once destroyed, a letter of acknowledgement will be sent to both parties. The person who will maintain this list will be the Technical Point of Contact for the project. As this is a RESTRICTED NON-DISCLOSURE AGREEMENT, the existence is also to be protected and not acknowledged.

IV. The Parties agree as follows:

1. Proprietary Information¹ means all information which is disclosed hereunder by the

¹ Triad’ “Proprietary Information” means information generated in the performance of, or pursuant to the performance of Contract No. 89233218CNA000001 between the Department of Energy and Triad, which would be Proprietary Information had it been generated for a non-federal entity, and which can be restricted from dissemination by applicable laws, and/or DOE rules or regulations.

Discloser to the Recipient for the Purpose; provided that, when disclosed, such Proprietary Information is in written or other permanent form and is identified as proprietary by the Discloser by clear and conspicuous markings. Any information disclosed in unwritten form shall be considered Proprietary Information hereunder, but only to the extent it is identified as proprietary at the time of original disclosure and thereafter summarized in writing with clear and conspicuous markings, and transmitted by the Discloser to the Recipient within **fourteen (14) days** of the unwritten disclosure. The Parties intend to disclose Proprietary Information which relates to **Triad's Advanced Simulation & Computing Program future plans such as platform costs, roadmaps and schedules; facility project costs, plans and schedules; electrical power transmission and distribution, supercomputer and facility cooling technology capacity; and all LANL supercomputer specification requirements, which may include size, power forecast, and cost; floorspace, physical and cybersecurity requirements; financial and cost data**, and information which relates to **Regents of the University of Michigan's site characteristics, project scope, limitations, potential for construction, operation, and maintenance of a secure data center.**

2. **Subsidiary.** A "subsidiary" shall mean any legal entity, whether such entity now exists or is hereafter created or acquired, that is: (i) directly or indirectly more than fifty percent (50%) owned by Regents of the University of Michigan; or (ii) under the Control of Regents of the University of Michigan. "Control" shall be deemed to exist if Regents of the University of Michigan possesses, directly or indirectly, the power to direct or cause the direction of management or policies of another entity, whether through ownership of voting securities by contract or otherwise. Any Regents of the University of Michigan Subsidiary shall be considered a third party beneficiary under this Agreement with respect to any Proprietary Information disclosed and owned by such Subsidiary.

3. The Recipient shall preserve Proprietary Information received from the Discloser in confidence for a period of **five (5) years** (the "Obligation Period") from the termination or expiration of this Agreement, and shall survive any termination or expiration of this Agreement. During this Obligation Period, the Recipient shall not, directly or indirectly, use, exploit or disclose such Proprietary Information to any third party without written authorization from the Discloser, except that all Proprietary Information provided to Triad is subject to disclosure to United States Government employees; provided, however, that any such disclosure is further protected under 18 U.S.C. § 1905 and that, prior to such inspection or disclosure, Triad has marked all such proprietary information in accordance with the provisions of Federal Acquisition regulation (FAR) 52.215-1(e), Department of Defense FAR Supplement (DFARS) 252.227-7013 and/or DFARS 252.227-7014, as applicable. Further, the Recipient may disclose Proprietary Information received under this Agreement to those of its employees, sub-contractors, independent contractors (collectively "Representatives"), agents, affiliates, and consultants thereof, who need to know the Proprietary Information for the Purpose, and who, prior to such disclosure, are subject to a written agreement or professional obligation that prohibits unauthorized disclosure of proprietary information and obligates such Representatives to comply with the restricted use and non-disclosure provisions of this Agreement. Triad and Regents of the University of Michigan shall be liable for any unauthorized use or disclosure of the Proprietary Information by its Representatives. Additional amendments or restrictions agreed to by the Parties must be made in writing, signed by both Parties. Recipient shall exercise at least the same degree of care with regard to the Proprietary Information that it uses to restrict disclosure and use of its own proprietary information of like importance, but no less than

reasonable care. Recipient shall notify Disclosure promptly in the event of any disclosure of Proprietary Information by it or its representatives not authorized under this agreement.

4. Proprietary Information received under this Agreement shall not be mechanically or electronically copied or otherwise reproduced by the Recipient without the written consent of the Discloser, except for such copies as may be required for the Purpose and by prior approved Representatives who have a need to know. All copies shall contain the same proprietary designations which appear on the original Proprietary Information and shall not be modified.

5. Term (Disclosure Period). This Agreement may be terminated by either Party upon thirty (30) days written notice to the other. This Agreement shall expire **two (2) years** from the Effective Date set forth below unless terminated earlier. Termination or expiration of this Agreement for any reason shall not relieve either Party of any obligation to preserve Proprietary Information received prior to termination or expiration, and all such obligations shall continue until expiration of the Obligation Period.

6. This Agreement shall not restrict disclosure or use of Proprietary Information that is:

- a. Known to the Recipient without restriction as to further disclosure prior to its disclosure by the Discloser and such prior knowledge can be established; or
- b. Developed independently by the Recipient without any use of Proprietary Information; or
- c. Obtained without restriction as to further disclosure from a lawful source other than the Discloser through no breach of confidence by such source; or
- d. In the public domain when received, or thereafter enters the public domain through no fault of the Recipient; or
- e. Disclosed by the Discloser to a third party, including the United States Government, without restriction as to further disclosure; or
- f. Is disclosed as required by applicable law or in response to a valid order of a court or other governmental body of the United States or any political subdivisions thereof, but only to the extent of and for the purposes of such order; provided, however, that Recipient shall first notify the Discloser of the order and reasonably cooperate with the Discloser's efforts to seek an appropriate protective order or otherwise avoid or minimize the disclosure.
- g. Disclosed pursuant to the Defend Trade Secrets Act of 2016, 18 USC § 1833(b), an employee will not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that is made (i) in confidence to a federal, state or local government official, either directly or indirectly, or to an attorney, and solely for the purpose of reporting or investigating a suspected violation of law; or (ii) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

In addition, an individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney

of the individual and use the trade secret information in the proceeding, if the individual (i) files any document containing the trade secret under seal; and (ii) does not disclose the trade secret, except pursuant to an order from the court, arbitrator, or tribunal. Nothing in this Agreement shall be construed in violation of 18 USC § 1833(b).

7. Proprietary Information shall remain the property of the Discloser. Upon written request of Discloser, the Recipient shall immediately return (or, at the Discloser's option, certify deletion or destruction) of any trade secrets disclosed to the Recipient. This Agreement shall not constitute any representation, warranty, or guarantee to the Recipient by the Discloser with respect to non-infringement of patents or other rights of any other party. The Discloser shall not be liable to the Recipient for any errors or omissions in the Proprietary Information disclosed by it under this Agreement nor for the use or the results of the use of the Proprietary Information by the Recipient. Neither this Agreement nor the disclosure of Proprietary Information hereunder shall be construed as granting any right or license express or implied under any inventions, patents, or copyrights (except as set forth in Section 3), mask works or trademarks now or hereafter owned or controlled by either Party.

8. Proprietary Information, and other **technical information**, transmitted between the Parties under this Agreement shall be addressed as set forth below, or as otherwise designated by written notice from either Party to the other:

Regents of University of Michigan

Ruthven Building
1109 Geddes Ave.
Ann Arbor, MI 48109
Attn: Dr. Ravi Pendse
Phone: 734-763-7109
Email: rpense@umich.edu

Triad National Security, LLC

Los Alamos National Laboratory
P.O. Box 1663, HPC-DO, MS B260
Los Alamos, NM 87545
Attn: Jason C. Hick
Phone: 505-667-4477
Email: jhick@lanl.gov

Other communications relating to the **administration** of this Agreement shall be addressed as follows:

Regents of University of Michigan

Ruthven Building
1109 Geddes Ave.
Ann Arbor, MI 48109
Attn: Dr. Rebecca M. Cunningham
Phone: 734-936-2680
Email: stroh@umich.edu

Triad National Security, LLC

Los Alamos National Laboratory
P.O. Box 1663, FCI-DO, MS C334
Los Alamos, NM 87545
Attn: NDA Team
Phone: 505-665-9090
Email: nda@lanl.gov

9. Upon expiration or early termination of this Agreement, the Recipient shall cease use of Proprietary Information received from the Discloser and shall destroy all such Proprietary Information, including copies thereof, then in its possession or control. Notwithstanding this paragraph, each Party may retain a record identifying or listing, by title and general description, Proprietary Information received, but the record shall not include any Proprietary Information.

10. Each Party shall bear all costs and expenses incurred by it under or in connection with

this Agreement. Nothing in this Agreement shall be construed as an obligation by either Party to enter into a contract, subcontract, or other business relationship.

11. The rights and obligations provided by this Agreement shall take precedence over specific legends or statements associated with Proprietary Information when received.

12. A Party will not assign this Agreement without the written consent of the other Party, except that Triad has the right to assign this Agreement to the U.S. Department of Energy or its designee, and Triad will have no further responsibilities except for applicable confidentiality, nonuse, and nondisclosure obligations.

13. Proprietary Information shall not be exported or re-exported, directly or indirectly and each Party is responsible for its own compliance with the applicable laws and regulations governing export controls.

14. Injunctive Relief and Damages. The Parties acknowledge that disclosure of Proprietary Information in violation of the terms of this Agreement may cause irreparable harm for which monetary damages would not be an adequate remedy. The Parties agree that, in addition to any other remedies available to the disclosing Party, in the event of any breach or threatened breach of this Agreement, the disclosing Party may be entitled to seek injunctive relief and the Parties waive any requirement for the posting of a bond in connection therewith.

15. Where a court of competent jurisdiction declares any provision of this Agreement to be invalid or unenforceable, the remaining provisions shall continue in full force and effect and all rights accrued under the enforceable provisions shall survive such declaration.

16. Governing Law. This Agreement shall be construed in accordance with, and the rights of the Parties shall be governed by Federal common law of government contracts as enunciated and applied to prime government contracts by the Federal boards of contract appeals and Federal courts having appellate jurisdiction over their decisions rendered pursuant to the Contract Disputes Act of 1978.

17. Effective Date. This Agreement shall be effective as of the date of the later signature below. This Agreement will be null and void if not fully executed within thirty (30) calendar days of the date of the first signature below.

18. This Agreement contains the entire understanding between the Parties, superseding all prior or contemporaneous communications, agreements, and understandings between the Parties with respect to the disclosure and protection of Proprietary Information. This Agreement may be signed in one or more counterparts (including faxed or electronic portable document format (pdf) copies), each of which shall be deemed one and the same original. This Agreement shall not be amended except by further written agreement executed by the duly authorized representatives of the Parties.

19. The provisions of this Agreement are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive Order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or

mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive Orders and statutory provisions are incorporated into this Agreement and are controlling.

V. IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed in by their duly authorized representatives.

**REGENTS OF UNIVERSITY OF
MICHIGAN**

By: 

Name: Rebecca M. Cunningham
Title: Vice President for Research

Date: _____

**TRIAD NATIONAL SECURITY, LLC
Los Alamos National Laboratory**

By: _____

Name: John L. Sarrao
Title: Deputy Laboratory Director
For Science, Technology & Engineering

Date: _____

CHARTER TOWNSHIP OF YPSILANTI

RESOLUTION 2025-23

Opposition to the Building of Two High Performance Computing and Artificial Intelligence Research Centers on Bridge Road and Textile Road by the University of Michigan and Los Alamos National Laboratory

Whereas, the University of Michigan and the Los Alamos National Laboratory have advised the Charter Township of Ypsilanti's Board of Trustees of their plans to build, develop and operate two High Performance Computing and Artificial Intelligence Research Centers in the Charter Township of Ypsilanti, specifically on 139 acres of property located along Bridge Road and Textile Road; and

Whereas, the University of Michigan as the primary leader and project manager of these two proposed High Performance Computing and Artificial Intelligence Research Centers applied for and received a \$100,000,000 grant from the State of Michigan through the Michigan Economic Development Corporation and the Michigan Strategic Fund to facilitate the construction of these two High Performance Computing and Artificial Intelligence Research Centers and as of this date have yet to disclose to the elected officials of the Charter Township of Ypsilanti Board of Trustees as to the full scope of the proposed project including but not limited to the size of the two computational centers, location of the proposed DTE substation, and the anticipated environmental impacts that these two centers will have upon the Ecosystem, the Township's Ford Lake Hydroelectric Station, Ford Lake, and the Huron River as well as the removal and destruction of mature trees on the 139 acres of property, as well as the anticipated water and sewage impacts upon YCUA; and

Whereas, the potential harm to the health of area residents, including the impacts listed above coupled with the fact that the State of Michigan has exempted the University of Michigan from having to follow and adhere to all of the Township's zoning ordinances and likewise has exempted the University of Michigan from having to pay property taxes, will create a financial burden to the taxpayers of the Charter Township especially as it pertains to police and fire services thereby creating economic harm to all of the Township's residents and business owners who are required to pay ad valorem property taxes thereby resulting in yet another financial subsidy to the University of Michigan at the expense of Township taxpayers and;

Whereas, the Charter Township of Ypsilanti Board of Trustees is in unanimous agreement that the construction of the proposed two "High Performance Computing and Artificial Intelligence Research Centers" along Bridge and Textile Roads by the University of Michigan and the Los Alamos National Laboratory creates an unsafe and unfair burden upon the Charter Township of Ypsilanti, its taxpayers, residents and business owners, and unanimously objects to the University of Michigan and Los Alamos National Laboratory's plans to construct these two High Performance Computing and Artificial Intelligence Research Centers at the Bridge Road and Textile Road location; and

Whereas, subsequent to the last meeting of the Charter Township of Ypsilanti Board of Trustees held on Tuesday, **July 15, 2025** the Township's Officials became aware for the first time that the University of Michigan and Los Alamos National Laboratory met for eighteen months pursuant to a Non-Disclosure Agreement with representatives of the American Center for Mobility to locate these two High Performance Computing and Artificial Intelligence Research Centers on the former property owned by General Motors Hydramatic which consists of over 300 acres with only a portion of said property currently being leased by the State of Michigan to the American Center for Mobility which negotiations ended in failure in spite of the fact that this was the initial site selection by the University of Michigan and the Los Alamos National Laboratory; and

Whereas, Ypsilanti Township Officials upon learning of the failed negotiations between the University of Michigan, the Los Alamos National Laboratory and the American Center for Mobility vigorously urged the parties to resume their negotiations to locate the two computational centers on the former property owned by General Motors instead of the Bridge Road/Textile Road location which the parties advised Township Officials of their willingness to do; and

Whereas, the Charter Township of Ypsilanti Board of Trustees' objections to the proposed University of Michigan and Los Alamos National Laboratory's plans to construct the two computational centers at the Bridge Road and Textile Road location is also strongly supported by the Honorable Jimmie Wilson Jr. State Representative for the 32nd House District.

Now Therefore be it Resolved that the Charter Township Board of Trustees formally notify the University of Michigan's Board of Regents and the Los Alamos National Laboratory to cease and desist in their efforts to construct these two computational centers at the Bridge Road/Textile Road properties and instead to locate these two computational centers on the former General Motors Hydramatic property which consists of over 300 acres, a portion of which is currently leased to the American Center for Mobility; and

Be It Further Resolved that the University of Michigan and Los Alamos National Laboratory resume their negotiations with the State of Michigan, the Willow Run Arsenal for Democracy, the Michigan Economic Development Corporation, the Michigan Strategic Fund and the American Center for Mobility to locate these two High Performance Computing and Artificial Intelligence Research Centers on the former property owned by General Motors Hydramatic which consists of over 300 acres, a portion of which is currently leased to the American Center for Mobility; and

Be it Further Resolved that the Charter Township Board of Trustees hereby calls upon all elected officials including Governor Gretchen Whitmer, U.S. Senators Gary Peters and Elissa Slotkin, Congresswoman Debbie Dingell, State Senator Jeff Irwin, State Representative Jimmie Wilson Jr. and the Washtenaw County Board of Commissioners to join the Charter Township of Ypsilanti in publicly opposing the building of these two High Performance Computing and Artificial Intelligence Research Centers at the Bridge Road and Textile Road location; and

Be it Further Resolved that the aforementioned elected officials also publicly voice their support for the relocation of these two High Performance Computing and Artificial Intelligence Research Centers to be located on the former property owned by General Motors Hydramatic which is owned by the Willow Run Arsenal for Democracy and consists of over 300 acres, a portion of which is currently leased to the American Center for Mobility; and

Be it Further Resolved that a true copy of this Resolution be forwarded by the Clerk's Office to Governor Gretchen Whitmer, U.S. Senators Gary Peters and Elissa Slotkin, Congresswoman Debbie Dingell, State Senator Jeff Irwin, State Representative Jimmie Wilson Jr. and the Washtenaw County Board of Commissioners.

Now Therefore Be It Resolved that Resolution No. 2025-23 is hereby adopted.

I, Debra A. Swanson, Clerk of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan hereby certify the above resolution is a true and exact copy of Resolution No. 2025-23 approved by the Charter Township of Ypsilanti, Board of Trustees, assembled at a Regular Meeting held on August 19, 2025.

A handwritten signature in blue ink that reads "Debra A. Swanson". The signature is written in a cursive style and is positioned above a horizontal line.

Debra A. Swanson, Clerk
Charter Township of Ypsilanti

CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement (this “**Agreement**”) is dated May 24, 2024 (the “**Effective Date**”) and is entered into by The Regents of the University of Michigan with its principal place of business at Ruthven Bldg, 1109 Geddes Ave, Ann Arbor, MI (“**Company**”) and the Michigan Economic Development Corporation, a Michigan public body corporate (the “**MEDC**”). The Company and the MEDC are each a “Party” and are, collectively, the “Parties.”

RECITALS:

(A) Section 13(1)(f) of the Michigan Freedom of Information Act, Act 442 of 1976, as amended (the “Act”), authorizes public bodies to claim an exemption for trade secrets or commercial or financial information voluntarily provided for use in developing governmental policy, if the information is submitted upon a promise of confidentiality by the public body.

(B) The MEDC is working with the Company regarding the potential for the Company to engage in project(s) that furthers economic development in the State of Michigan, generates investment, and maintains or creates jobs (each a “**Development Project**”).

(C) While working with the MEDC on a Development Project, the Company may voluntarily provide the MEDC with written commercial information, trade secrets, and/or financial information that are of a non-public nature and listed in Exhibit A, which may be updated from time to time by the MEDC (“**Confidential Exempt Information**”).

(D) The Company and the MEDC desire to establish terms governing the disclosures of the Confidential Exempt Information.

NOW, THEREFORE, in consideration of the covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Company and MEDC agree as follows:

1. The Company hereby certifies that the Confidential Exempt Information: (i) is comprised of trade secrets or commercial or financial information; (ii) is provided voluntarily to the MEDC for use in developing governmental policy, and is not being provided pursuant to any requirement of law; (iii) the release of the Confidential Exempted Information will cause competitive harm to the Company; and (iv) is not being provided as a condition for receiving a government contract, license, or other benefit.

2. The MEDC promises to use good faith efforts to not share the Confidential Exempt Information with third parties. However, the MEDC may share the Confidential Exempt Information with another governmental unit or an MEDC partner or advisor or consultant provided that the MEDC enters into a confidentiality agreement with that entity.

3. The Parties agree that the MEDC may from time to time update Exhibit A with additional or amended Confidential Exempt Information.

4. The obligations with respect to the Confidential Exempt Information under this Agreement shall not apply to any Confidential Exempt Information which (i) is in the public domain (provided that such information has not or does not come into the public domain as the result of a disclosure by the MEDC); (ii) is received by the MEDC on a non-confidential basis from a source other than the Company; (iii) is required to be disclosed by court order or by operation of law (including but not limited to, the Act); (iv) is provided by the Company as a condition for receiving a government contract, license, or other benefit; or (v) for which permission to disclose has been granted by the Company. However, notwithstanding anything to the contrary in this Agreement, the MEDC may: (i) disclose the Confidential Exempt Information to its employees, officers, executive committee, accountants, and attorneys for the purpose of furthering the Development Project, and (ii) release any of the following information, regardless of its status as Confidential Exempt Information, for the purpose of the MSF incentive consideration and approval process: total job creation projections, total investment projections, total average wage projections, project location, incentive details and any other information deemed necessary at the discretion of the MEDC as part of the MSF incentive and approval process.

5. The MEDC agrees that its obligations hereunder are necessary and reasonable to protect the Company and expressly agrees that any such disclosure or prohibited disclosure of the Confidential Exempted Information prohibited by this Agreement may cause irreparable injury to the Company and that, if deemed appropriate by the court presiding over the matter, the Company (in addition to any other rights and remedies that may be available at law or in equity) may be entitled to seek injunctive relief against the threatened disclosure. Notwithstanding any provisions of this Agreement, in no event shall the MEDC be liable to the Company for any indirect, punitive, special, or consequential damages.

6. In the process of working with the Company to establish the Development Project in the state of Michigan, the MEDC may provide the Company with certain proposals and other information which the MEDC deems to be confidential, including without limitation, details of incentive offers (“**Confidential MEDC Information**”). Company hereby agrees that it will use its good faith efforts to hold Confidential MEDC Information in confidence and will not disclose such Confidential MEDC Information to any third party, except as authorized in this Agreement. The Company expressly agrees that (i) its obligations hereunder are necessary and reasonable to protect the MEDC and the State of Michigan; (ii) that any such disclosure or prohibited disclosure of the Confidential MEDC Information prohibited by this Agreement may cause irreparable injury to the MEDC and the State of Michigan; and (iii) if deemed appropriate by the court presiding over the matter, the MEDC (in addition to any other rights and remedies that may be available at law or in equity) may be entitled to seek injunctive relief

against the threatened disclosure. Notwithstanding any provisions of this Agreement, in no event shall the Company be liable to the MEDC for any indirect, punitive, special, or consequential damages. The Company's obligations with respect to the Confidential MEDC Information under this Agreement shall not apply to any Confidential MEDC Information which: (i) is in the public domain (provided that such information has not or does not come into the public domain as the result of a disclosure by the Company); (ii) is received by the Company on a non-confidential basis from a source other than the MEDC; (iii) is required to be disclosed by court order or by operation of law; or (iv) for which permission to disclose has been granted by the MEDC. Notwithstanding anything contained herein to the contrary, Company, a Michigan constitutional corporation, could be required to be disclose Confidential Information by court order or by operation of law (including but not limited to the Michigan Freedom of Information Act, as amended) and any such disclosure will not be a breach of this Agreement.

7. Miscellaneous

- (a) This Agreement shall be effective until the third year anniversary of the Effective Date.
- (b) This Agreement shall be governed and interpreted under the laws of the State of Michigan, without regard to its choice of law provisions, and all legal actions shall be resolved in the courts of Ingham County, Michigan.
- (c) This Agreement constitutes the entire understanding between the Company and the MEDC hereto as to Confidential Exempt Information and Confidential MEDC Information and merges all prior discussions between them relating thereto. No amendment or modification of this Agreement shall be valid or binding on the Parties unless made in writing and signed on behalf of each of the Parties by their respective duly authorized officers or representatives.
- (d) This Agreement may be signed in one or more counterparts and delivered by facsimile or in PDF form, and in any such circumstances, shall be considered one document and an original for all purposes.
- (e) No failure or delay by the MEDC or Company in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder.

[Signatures on the following page]

IN WITNESS WHEREOF, the Parties have executed and delivered this Confidentiality Agreement effective as of the date first written above.

MICHIGAN ECONOMIC DEVELOPMENT CORPORATION:

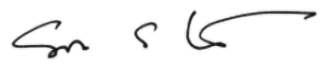
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CEO

COMPANY

Signature:  _____

Name: Geoffrey S. Chatas

Title: Executive Vice President and Chief Financial Officer

EXHIBIT A**CONFIDENTIAL EXEMPT INFORMATION**

1. The following items through the term of the Agreement:
 - a. Organizational documents
 - b. Financial statements
 - c. Company's patent, trademark, copyright, trade secret, and/or licensing agreements
 - d. Identities of customers
 - e. Customer contracts and/or terms of customer contracts
 - f. Details of private financing leveraged and sources thereof including without limitation, term sheets, letters of interest, loan agreements, and notes
 - g. Company agreements with consultants
 - h. Draft incentive applications
 - i. Draft incentive agreements
 - j. Draft term sheets
 - k. Draft briefing memos/resolutions
 - l. Current wages, employee benefits, and jobs
 - m. Environmental studies related to a Development Project prepared by the Company or its agent
 - n. Company RFPs/RFIs and any updates thereto
 - o. Company prepared pitch decks or presentation slide decks detailing a Development Project (except for the MSF board presentation slide deck)
 - p. Physical dimensions and size of all proposed facility(-ies), including all Development Project schematics, architectural drawings, or sketches
 - q. Site plans
 - r. Utility, water, wastewater, and gas usage needs and projected rates related to a Development Project
 - s. All versions of real property contracts and/or terms of real property contracts, including but not limited to, option contracts or land purchase agreements
 - t. Proposed Development Project site locations
 - u. Identities of business partners involved with the Development Project
 - v. Contracts between Company and its business partners related to the Development Project

2. The following items until either formal MSF action on the respective Development Project, or MEDC dismissal of the Development Project, whichever occurs first:
 - a. Company identity
 - b. MEDC Express Pre-Application
 - c. MEDC Site Search Request Form
 - d. MEDC responses to Company RFPs/RFIs and updates thereto
 - e. MEDC prepared pitch decks or presentation slide decks detailing a Development Project
 - f. MEDC/MSF funded environmental studies related to a Development Project
 - g. Incentive Offer Letter or Letter of Interest or any variation thereof
 - h. Projected wages, employee benefits, and jobs
 - i. Job creation and investment projections
 - j. Finalized MSF incentive term sheets
 - k. Finalized MSF Board briefing memos
 - l. Finalized MSF Board resolutions
 - m. MSF incentive types and value projections
 - n. Development Project marketing/communications plans
 - o. Draft public announcements



MICHIGAN ECONOMIC
DEVELOPMENT CORPORATION

CONFIDENTIAL – FOR DISCUSSION. PRELIMINARY TO A FINAL AGENCY DETERMINATION

MEMORANDUM

Date: October 16, 2024
To: Michigan Strategic Fund Board
From: Steve Bakka, Senior Strategy Advisor
Subject: Project L – Strategic Site Readiness Program (“SSRP”) Grant

REQUEST

The University of Michigan (“U-M” or the “University”) is requesting \$135,000,000 related to site development, construction and other related activities necessary to construct a new advanced laboratory facility project in Ypsilanti, Michigan (the “Project”). The Project will provide a location for at least two state-of-the-art advanced computing laboratories. One of the laboratories will be utilized primarily by the University and the other is intended to be used by a federal research laboratory for advanced research (the “National Lab Building”). The SSRP grant funds will be used for site development costs for up to the entire site and construction costs for the National Lab Building.

The total cost of the project is expected to exceed \$1.2B and become fully operational by 2030. Proposed sources and uses are outlined below:

Proposed/Potential Sources:

State Assistance *	\$400,000,000
U-M Central Reserve	\$90,000,000
U-M and SPV Debt Funding	\$414,000,000
Partner Funding	\$300,000,000
	<u>\$1,204,000,000</u>

*** Potential State Sources of \$400M**

Proposed MSF SSRP	\$135,000,000
State Bonding (requires legislation)	\$135,000,000
Capital outlay	\$30,000,000
SBO appropriation ask	\$100,000,000
	<u>\$400,000,000</u>

Proposed Uses

Land Costs	\$2,000,000
Lab Partner 100MW New Construction Facility	\$685,000,000
U-M 10MW New Construction Facility	\$100,000,000
Computers Purchased	\$417,000,000
	<u>\$1,204,000,000</u>



BACKGROUND

After conducting a competitive search by a major Federal research laboratory ("Partner"), U-M and the Partner have entered a collaborative alliance focused on addressing key national priorities. This joint endeavor aims to empower U-M and the Partner in attracting, retaining top-tier scientists and engineers by facilitating collaborative solutions to current critical challenges for the Department of Energy ("DOE").

As part of fortifying this partnership, U-M and the Partner propose the establishment of a cutting-edge High-Performance Computing innovation center. This center will encompass a groundbreaking 100-megawatt ("MW") capacity for the Partner and a dedicated 10MW Academic computing center for U-M's non-classified open research initiatives. Discussions are ongoing with the University to allocate a portion of the non-classified center to other educational entities within the state of Michigan as well as providing access to industry.

The development of this Project is expected to create hundreds of highly skilled federal research lab positions and provide a significant attraction opportunity for out-of-state companies that are interested in partnering with the lab or the University. Beyond the initial construction jobs and the significant purchasing of materials during the building phase, over 800 direct permanent jobs are expected to be created over 10 years, with an average salary of nearly \$200,000.

The Partner identified U-M due a variety of factors, but not limited to: (1) the caliber of research being done at the university and potential for synergies in that research between the two organizations; (2) an indicative commitment by the state of \$400 million in support of construction of the innovation center; (3) unique qualities offered by the state's geography, including an expectation of long-term climate resilience.

ADDITIONAL BENEFITS TO MICHIGAN

The Project supports the state's growing AI ecosystem, focused on developing the computing infrastructure, research and innovation, and talent, to capture the economic development benefits of AI. Many of the areas of research that the Partner and U-M will be focused on include national security, climate change, and artificial intelligence, which are key priority areas for the state.

This investment positions Michigan for additional federal investments anticipated to support AI Research Hubs across the country. Dedicating a portion of the center for shared computing capacity can also develop the security clearance ecosystem, creating additional opportunities for businesses to secure Department of Defense grants. Also, the non-classified portion of the facility can also be utilized by the private sector, in partnership with U-M or other educational entities in the state, to solve industry challenges.

In addition to attracting researchers and their families to the state, this facility will also attract students nationally and globally to Michigan to utilize the research assets and work in the national lab system. It's also anticipated that Partner and the DOE will upgrade the supercomputing assets every 3-5 years (over \$250M) to maintain global leadership in having the world's most powerful computational infrastructure. These assets can then be utilized by the non-classified portion of the facility for university and private sector access. Having these facilities here will be a significant addition to the innovation infrastructure in the state.

RECOMMENDATION

Staff recommends approval of \$135M in SSRP funding for this project. MEDC staff anticipates coming back to the MSF Board at a later meeting to request bond financing.



MICHIGAN ECONOMIC
DEVELOPMENT CORPORATION

MEMORANDUM

Date: December 10, 2024

To: Michigan Strategic Fund Board

From: Steve Bakkal, Senior Strategy Advisor

Subject: University of Michigan – Strategic Site Readiness Program Grant

REQUEST

The University of Michigan (the “University”) is requesting \$100,000,000 from the Strategic Site Readiness Program (“SSRP”) related to site development, construction and other related Eligible Activities under the SSRP necessary to construct a new advanced computing facility in Ypsilanti, Michigan (the “Project”). The Project will provide a location for at least two state-of-the-art advanced computing facilities. One of the facilities will be utilized primarily by the University and the other is intended to be used by Los Alamos National Laboratory (“LANL”) for advanced research (the “National Lab Building”). The SSRP grant funds will be used for design and site development costs for the Project and construction costs for the National Lab Building.

The total cost of the Project is expected to exceed \$1.2B and the Project is expected to become fully operational by 2030. Proposed sources and uses are outlined below:

Proposed/Potential Sources:

State Support - SSRP	\$100,000,000
University and SPV Debt Financing	\$850,000,000
LANL Funding	\$300,000,000
	<u>\$1,250,000,000</u>

Proposed Uses

Land Costs	\$3,000,000
LANL 100MW New Construction Facility	\$685,000,000
University 10MW New Construction Facility	\$100,000,000
Network Line	\$15,000,000
Substation Capital Contribution	\$30,000,000
Computers Purchased	\$417,000,000
	<u>\$1,250,000,000</u>

(Collectively, the “Request”)

BACKGROUND

After conducting a competitive search by LANL, the University and LANL have entered a collaborative alliance focused on addressing key national priorities. This joint endeavor aims to empower the University and LANL in attracting and retaining top-tier scientists and engineers by facilitating collaborative solutions to current critical challenges for the Department of Energy (the “DOE”).



As part of fortifying this partnership, the University and LANL propose the establishment of a cutting-edge High-Performance Computing (“HPC”) innovation center. The HPC will encompass a groundbreaking 100-megawatt (MW) capacity for LANL and a dedicated 10MW academic computing center for the University's non-classified open research initiatives. Discussions are ongoing with the University to allocate a portion of the non-classified center to other educational entities within the State of Michigan (the “State”) as well as providing access to industry.

The facility will be located on a 20-acre property in Ypsilanti Township. The Ypsilanti Community Utility Authority has confirmed the proposed location already has water and wastewater service capacity to immediately support the proposed initial demand. Meanwhile, DTE anticipates constructing a new electrical substation near the site, also in Ypsilanti Township, with two-thirds of the substation’s capacity supporting the Project and the remaining one-third capacity for community benefit. The cost for constructing this electrical infrastructure is included in the total cost of the Project.

Even given the electricity and water usage, the Project remains focused on minimizing environmental impact and reducing greenhouse gas emissions however possible. The water-cooling technology being considered, for instance, could redistribute water throughout the facility for cooling. Other concepts under consideration include obtaining non-potable or reclaimed water, opportunities for heat re-use, and implementing clean energy solutions such as solar power, geothermal, or other renewable energy options.

The development of the Project is expected to create highly skilled federal research lab positions and provide a significant attraction opportunity for out-of-state companies that are interested in partnering with LANL or the University. Beyond the initial construction jobs and the significant purchasing of materials during the construction phase, a minimum of 200 direct permanent jobs are expected to be created over 10 years, with an average salary of approximately \$200,000.

LANL identified the University due a variety of factors including, but not limited to: (1) the caliber of research being done at the University and potential for synergies in that research between the two organizations; (2) an indicative commitment by the State of \$100 million in support of construction of the HPC; and (3) unique qualities offered by the State’s geography, including an expectation of long-term climate resilience.

ADDITIONAL BENEFITS TO MICHIGAN

This Project supports the State’s growing AI ecosystem, focused on developing the computing infrastructure, research and innovation, and talent, to capture the economic development benefits of AI. Many of the areas of research that LANL and the University will be focused on include national security, climate change, and artificial intelligence, which are key priority areas for the State.

This investment positions Michigan for additional anticipated federal investments to support AI research hubs across the country. Dedicating a portion of the HPC for shared computing capacity can also develop the security clearance ecosystem, creating additional opportunities for businesses to secure Department of Defense grants. Also, the non-classified portion of the facility can be utilized by the private sector, in partnership with the University or other educational entities in the State, to solve industry challenges.

In addition to attracting researchers and their families to the State, this facility will also attract students nationally and globally to Michigan to utilize the research assets and work in the national lab system. It’s also anticipated that LANL and the DOE will upgrade the supercomputing assets every 3-5 years (over \$250,000,000) to maintain global leadership in having the world’s most powerful computational infrastructure. These assets can then be utilized by the non-classified portion of the facility for University and private sector access. Having these facilities here will be a significant addition to the innovation infrastructure in the State.

ELIGIBILITY

The University is a political subdivision of the State and is therefore an eligible applicant for SSRP funds. The scope of the Project consists of professional fees and construction of buildings on the Project site which are all eligible activities for SSRP funds.

The application for this grant was reviewed using the criteria outlined in Act 270 of 1984 125.2088t (3), (4), and (7).

The site is currently within an area designated as an Innovation and Employment District. From Ypsilanti Township's Future Land Use Plan:

“The Innovation and Employment District is intended to be the major employment area of the township. The area is targeted for companies at the cutting edge of innovation with a combination of technology, office, craft manufacturing or light industrial uses.”

Appendix A addresses the SSRP statutory and programmatic considerations.

RECOMMENDATION

Staff recommends approval of the Request.

Key Statutory Criteria

Per section 88t of the MSF Act, to the extent reasonably applicable as reasonably determined by the MSF board to the type of project proposed, the MSF shall consider and document at least all of the following criteria for all SSRP awards before entering into a written agreement:

- **Explain the importance of the project in the community it is located and the extent to which it will be a catalyst for additional revitalization of the community.** By establishing a state-of-the-art innovation center, the region can attract additional investments in research and development. The proposed facilities will create job opportunities, support local businesses, and improve the quality of life by providing educational and collaborative research opportunities. As the University trains students, we will be in a position to retain top talent in Michigan through research positions while meeting the needs and goals of LANL.

Explain the degree to which the project is a priority for the local government or economic development organization (EDO). Ann Arbor SPARK has expressed their support for this project.

The project includes plans to accommodate up to 200 National Lab employees, which can stimulate local employment and economic activity.

Significant investment in large infrastructure projects like a 100MW facility and a 10MW facility can lead to additional job opportunities in construction, maintenance, and operations.

This Project could further enhance Southeast Michigan as a hub for high-tech industries and innovation, attracting other start-ups or high-tech businesses who may be a potential tenant or collaborator. This project also promises enhanced educational opportunities, joint workforce development programs, and research initiatives, which can improve local academic environments and skill levels. This project maintains an emphasis on grid reliability, water security, and a mild climate suitable for cooling the computing equipment in the facility underlines the project's aim to create sustainable and resilient infrastructure to serve national interests. By leveraging Southeast Michigan's affordability and quality of life, the project aims to create a highly attractive locale for prospective employees and their families, enhancing the region's overall standard of living.

- **Is the site supported by a strategic or other plan addressing business attraction and investment in the region?** The site aligns with strategic plans designed to attract business and investment in the region. The University has coordinated efforts with DTE Energy to confirm existing and scalable infrastructure capacity, underscoring a proactive approach to support the project. This includes securing necessary utilities and ensuring that the location is favorable regarding schedule and construction costs, which are critical considerations for attracting high-value research and business activities to the area. It aligns with the University's strategic plan for Vision 2030 and the creation of an innovation center.
- **Explain the extent to which there is regional and local support for the project, including the strategic importance of the project to the community.** The project has significant regional and local support as evidenced by the preferred site being in Ypsilanti Township, MI. The selection of this site involves coordination with DTE Energy, ensuring the availability of critical infrastructure such as electrical and water services. The partnership between the University and LANL underscores the strategic importance; it will not only house advanced HPC capabilities but will also foster collaborative research and workforce development, thus benefiting the local community by enhancing educational opportunities and positioning the area as a leader in high-performance computing.
- **What is the projected level of creation or retention of qualified jobs as a result of a technological shift in product or production at the project location and within the state?**

LANL estimates the creation of up to 200 jobs in Michigan over the next 10 years, with the largest components of that creation coming when the facility is placed in service.

- **Will the projected wages equal or exceeded the average wage for the county in which the project is located?** With total average annual compensation estimated at \$300,000 and average base compensation at \$200,000, the new jobs created are expected to significantly exceed the average annual wage for Washtenaw County of \$69,056.
- **Have you secured other economic assistance or is there support from the federal government for the project? If so, what is the amount?** LANL has informally committed to \$285,000,000 in net construction costs. Ongoing operating costs (not including construction net debt service) are estimated at \$78,000,000 annually, with such costs consisting of electricity, water, building maintenance, operating costs, etc.
- **What is the level of end user's commitment to the project?** LANL will pay net construction costs of \$285,000,000 plus ongoing operational costs indefinitely, which are estimated at \$78,000,000 (not including construction debt service). In addition, it is anticipated that LANL and the University will sign a memorandum of understanding for the initial project phases and expect to execute long-term lease and/or use agreements for LANL's use of the facility.
- **Upon completion of the grant, if awarded, will the site demonstrate a high level of competitiveness for business attraction (status of assemblage, site control, and status of site readiness)?** Yes. A tenant has already been identified. Aside from the tenant the Project will attract, additional businesses dealing with classified matters are expected to gravitate toward the area as well as significant numbers of researchers which will be, in part, supported by the facility.
- **Do you have a detailed plan for how the requested funds will be used to advance a site(s) to an investment ready status?** Yes
- **Have you pursued cost containment measures?** The Project has prepared preliminary cost estimates and will update them at the completion of each design phase to assess budget conformance. At the end of each design phase, the design team will also complete a value engineering exercise to identify savings opportunities.
- **Is the project competing with other states and is the SSRP part of the incentive package?** Yes, LANL considered multiple sites for the partnership. The support of the State of Michigan through the SSRP grant was a critical component in securing the Project in Michigan.
- **Explain how the project promotes sustainable development.** The Project has a minimum LEED certification goal of LEED Silver with a stretch goal of LEED Gold under LEED v4 for New Construction. The Project will employ integrated design principles to ensure energy efficiency, water conservation, occupant comfort, and minimal environmental impact to the project site. In keeping with the University's carbon neutrality goals, the project will be all-electric. The building's design and systems include several energy-efficient features to achieve better than 20% energy savings compared with an energy-code-compliant building as defined by ASHRAE 90.1-2013. Low-flow plumbing fixtures will reduce water consumption by 20% beyond the Michigan Plumbing Code requirements. The project will purchase ENERGY STAR equipment and construction waste will be diverted from landfills whenever possible.
- **Will the proposed investment result in the elimination of blight and the redevelopment of blighted properties?** No. This Project involves construction of new facilities.
- **Will the proposed investment result in the remediation of environmental contamination?** A Phase I Environmental Site Assessment was conducted that identified recognized environmental conditions. Therefore, a Phase II assessment is planned. If non-hazardous, contaminated soils and/or groundwater are identified above Part 201 criteria then the management of contaminated materials and the site development will be in accordance with Part 201 due care requirements.

- **Will the reuse of vacant buildings, public or private, or the conversion of any abandoned public buildings to private use be included in the project?** No
- **Does the project involve the rehabilitation of a historical use?** No
- **Will the funds, if awarded, address the necessary site improvements specifically pertaining to environmental and topographical conditions?** Yes

**MICHIGAN STRATEGIC FUND
RESOLUTION 2024-176**

**APPROVAL OF MICHIGAN STRATEGIC SITE READINESS PROGRAM
GRANT TO THE UNIVERSITY OF MICHIGAN**

WHEREAS, the Michigan Legislature enacted the Michigan Strategic Fund Act, MCL 125.2001 et. seq., (the “MSF Act”) to authorize the Michigan Strategic Fund (“MSF”) to provide incentives in the form of grants, loans, and other economic assistance for the development and improvement of Michigan’s economy;

WHEREAS, the Michigan Economic Development Corporation (“MEDC”) provides administrative services to the MSF;

WHEREAS, pursuant to Section 88t of the MSF Act, MCL 125.2088t, the MSF shall create and operate the Michigan strategic site readiness program to provide grants, loans, and other economic assistance for eligible applicants to conduct eligible activities for the purpose of creating investment-ready sites to attract and promote investment in this state for eligible activities on, or related to, strategic sites and mega-strategic sites (the “Strategic Site Readiness Program”);

WHEREAS, the Strategic Site Readiness Program will be funded through the Strategic Outreach and Attraction Reserve (“SOAR”) Fund created by Public Act 137 of 2021, upon transfer of SOAR funds to the MSF;

WHEREAS, on January 11, 2022, the MSF Board created the Strategic Site Readiness Program and approved the guidelines which have been updated from time to time for the implementation and operation of the Strategic Site Readiness Program (the “Strategic Site Readiness Program Guidelines”);

WHEREAS, the University of Michigan submitted an application seeking a Strategic Site Readiness Program grant in the amount of \$100,000,000 in accordance with the terms and conditions outlined in the term sheet attached to this Resolution (the “Grant Request”);

WHEREAS, subject to transfer of SOAR funds to the MSF necessary to fund the Grant Request, the MEDC recommends the MSF approve the Grant Request; and

WHEREAS, subject to the transfer of SOAR funds to the MSF necessary to fund the Grant Request, the MSF Board wishes to approve the Grant Request.

NOW THEREFORE, BE IT RESOLVED, subject to the transfer of SOAR funds to the MSF necessary to fund the Grant Request, the MSF Board approves the Grant Request;

BE IT FURTHER RESOLVED, the MSF President and the MSF Financial Officer are authorized to take all actions necessary to request transfer of SOAR funds to the MSF to fund the Grant Request; and

BE IT FURTHER RESOLVED, the MSF Fund Manager is authorized to negotiate final terms and conditions of the Grant Request and to execute all documents necessary to effectuate the Grant Request.

Ayes: Susan Corbin, Wesley Eklund, Rachael Eubanks, Dimitrius Hutcherson, Michael B. Kapp (on behalf of Director Wieferich, designation attached), Quentin L. Messer, Jr., Dan Meyering, Leon Richardson, Charles P. Rothstein, Susan Tellier, Cindy Warner

Nays: None

Recused: Dr. Brittany Affolter-Caine

Lansing, Michigan
December 10, 2024

Strategic Site Readiness Program Grant

Summary of Terms

This document summarizes the key terms and conditions of the potential Strategic Site Readiness Program ("SSRP") Award for the University of Michigan (the "University"). The proposed terms and conditions herein will not be construed as binding upon either party until the mutual execution of a written grant agreement (the "Grant Agreement"). Any obligations that may be deemed to arise under this Term Sheet are contingent on the University obtaining all necessary approvals, and the Michigan Economic Development Corporation ("MEDC") obtaining all necessary Michigan Strategic Fund ("MSF") Board and State of Michigan Legislature approvals.

SSRP Award: Up to \$100,000,000 to the University for Eligible Activities, as defined in the SSRP Guidelines approved by the MSF Board on January 11, 2022, related to site development, construction and other related activities necessary to construct to a new advanced laboratory facility project in Ypsilanti Township, Michigan (the "Project"). The Project will provide a location for at least two state-of-the-art advanced computing laboratories. One of the laboratories will be utilized by the University (the "UofM Building") and the other is intended to be used by the Los Alamos National Laboratory (the "Lab") for advanced research (the "National Lab Building"). The SSRP grant funds will be used for site development costs for up to the entire site and construction costs for the National Lab Building.

The total cost of the project is estimated at \$830,000,000.

The Project is expected to support growth within Ypsilanti Charter Township and surrounding communities through job creation and industry attraction.

Term of the Agreement: The effective date of the Grant Agreement through the earlier of: (i) January 31, 2032; (ii) the grant manager's approval of the Project Completion Milestone; or (iii) when the Parties mutually agree in writing to terminate the Grant Agreement.

Disbursement of Grant Funds: Grant funds will be disbursed based on the University's achievement of the following key milestones and, except as to Key Milestone One, only after the University has actually expended or encumbered at least seventy percent (70%) of the SSRP Award funds disbursed under the immediately preceding Key Milestone in accordance with the project budget:

- **Key Milestone One:** Not to exceed \$16,000,000
 - Disbursement request in the form determined by the MEDC;
 - Copies of written agreements between the University and any contractor currently engaged to perform the Eligible Activities for the Project;
 - Evidence of the actual expenditure or encumbrance of at least \$9,000,000 in design or acquisition costs by the University and \$10,000,000 in design costs by the Lab;
 - Evidence of \$677,000,000 (net of any project funds previously expended) in University Funds available for the estimated project costs; and
 - Proof of acquisition of site land by the University.
- **Key Milestone Two:** Not to exceed the sum of \$84,000,000 and any remaining balance under Key Milestone One
 - Disbursement request in the form determined by the MEDC;
 - A spreadsheet describing and itemizing the actual expenditure for Eligible Activities of the grant disbursement received under Key Milestone One. The

spreadsheet shall include the corresponding category of the budget, identify the name of actual vendor or recipient of each expenditure, and be accompanied by supporting documentation;

- A narrative describing in detail the Eligible Activities to be completed with the grant disbursement received under Key Milestone Two;
 - Provide a copy of the fully executed agreement (lease, license, or otherwise), with a multi-year term, with Los Alamos National Laboratory (or an affiliate) for occupancy of the National Lab Building; and
 - Provide written agreements between the University and its contractors for activities that have not been provided for in Key Milestone One.
- **Project Completion Milestone:**
 - A final milestone certificate in the form determined by the MEDC;
 - A spreadsheet describing and itemizing the actual expenditure of grant disbursements for all Eligible Activities completed during the Term. The spreadsheet shall include the corresponding reference category of the budget, identify the name of the actual vendor or recipient of each expenditure, and be accompanied by supporting documentation;
 - Demonstrated verification that 100% of the SSRP Award funds disbursed in have been expended for Eligible Activities; and
 - Documentation satisfactory to the grant manager that the Project is complete.

Eligible Activities: Activities related to site due diligence and remediation, as well as the design, construction, and installation of infrastructure servicing an \$830M computing facility, incurred after MSF Board approval related to the Project. Construction costs will be limited to the National Lab Building. The University and the MSF will develop a detailed budget for the Project that includes budget categories for the Eligible Activities. The budget will be incorporated into the Grant Agreement signed by the parties.

Security Interest: The University shall maintain a separate account (the “Project Funds Account”) into which the SSRP Award funds will be disbursed. The University shall grant the MSF a security interest in the Project Funds Account. The MSF and the University will execute all documents necessary for the MSF to perfect its interest in the Project Funds Account.

Suspension of Disbursements: The MSF may immediately suspend making disbursements of the SSRP Award upon the occurrence of: (i) an event resulting in a Repayment Amount (as defined below), (ii) an event of default, which shall be defined in the Grant Agreement, but shall include, without limitation, material noncompliance with the terms of the Grant Agreement, (iii) default in any other agreement with the State of Michigan, or (iv) the occurrence of an event which, with the giving notice or the passage of time, or both, would constitute an event of default

Clawback Provisions: The University will be required to repay all or a portion of the grant disbursements made under the SSRP Award upon the occurrence of one or more of the following events (each resulting in a “Repayment Amount”), and repayment is subject to the highest applicable Repayment Amount if one or more of the same circumstances give rise to such events. All Repayment Amounts must be paid within 90 days of written notification by the MSF. Any Repayment Amount not paid within 90 days is subject to a penalty of 1% per month, prorated on a daily basis:

- **Failure to Meet Key Milestone Two:** If the University fails to complete Key Milestone Two, including as a result of project abandonment by the Lab, the University may be required to repay 100% of SSRP Award disbursements made under Key Milestone One.

- **Project Abandonment:** If the University voluntarily abandons the Project after the SSRP Award is disbursed and on or before the end of the Term it will be required to repay 100% of grant disbursements made under the SSRP Award.
- **Bankruptcy or Insolvency** – If the University files for bankruptcy or otherwise becomes insolvent on or before the end of the Term, with any such proceedings against the University not being set aside within sixty (60) calendar days from the date of institution thereof and results in the material reduction to the University's operations for the Project, it will be required to repay 100% of grant disbursements made under the SSRP Award. The MSF would be entitled to foreclose on any security interest and, in the case of bankruptcy, submit a proof of claim in any such bankruptcy proceedings and seek recovery of the SSRP Award.
- **Material Misrepresentation.** If the University makes a material misrepresentation under the Grant Agreement, any required submissions thereunder, or any reimbursement request to the MSF on or before the end of the Term it will be required to repay 100% of grant disbursements made under the SSRP Award.
- **Misuse of Funds:** If the University uses the SSRP Award for a prohibited purpose during the Term it will be required to repay 100% of grant disbursements made under the SSRP Award.
- **Material Failure to Comply.** If the University fails to materially comply with its obligations to submit materials required under the (i) Key Milestones, (ii) annual progress reports, or (iii) annual compliance certificates under the Grant Agreement, it will be required to repay 100% of grant disbursements made under the SSRP Award.
- **Project Funds Account Balance.** In the event there is any remaining balance in the Project Funds Account upon the earlier of: (i) the University's submission of the Final Milestone Certificate or (ii) January 31, 2032, the University shall pay the MSF the balance of funds in the Project Funds Account.

Additional State Required Terms:

- **Amendments** – As required under Section 88t(8) of the MSF Act, MCL 125.2088t(8) ("Section 88t"), the MSF will provide written notice to the Legislature of any requests to modify the fully executed written Grant Agreement and will otherwise comply with requirements of Section 88t(8) prior to taking any action on such amendment request.
- **Annual Compliance Certificate** – During the Term, the University will be required to sign and submit an annual compliance certificate certifying that the University is in compliance with the terms and conditions of the grant agreement.
- **Annual Progress Report** – During the Term, the University will be required to submit annual progress reports. This information will be transmitted by the MSF to the Legislature as required under Section 9 of the MSF Act, MCL 125.2009.
- **Access to Records & Audit Rights** – During the Term, and for a period of three years after the expiration of the Term, and upon reasonable advance notice, the University is required to permit the MSF, MEDC, the Office of the Auditor General, the Department of Technology, Management and Budget, and the MSF Chief Compliance Officer to visit the University, and any other location where books and records of the University are normally kept, to inspect the books and records, including financial records and all other information and data relevant to the terms of the grant, all at times and locations mutually agreed upon by the parties.
- **Other provisions.** The Grant Agreement will include standard representations, covenants, and other provisions required by the MSF, including without limitation, non-discrimination and unfair labor practices, termination of funding, any other requirements of the SSRP Guidelines, as approved by the MSF, and any requirements of the Michigan

Strategic Fund Act, including without limitation, cross default, and any other provisions of Section 88t.



November 25, 2024

MSF Fund Manager
MEDC
300 N. Washington Square
Lansing, Michigan

Dear Fund Manager,

This is to advise that I am recusing myself from voting and excuse myself during the discussion of the Strategic Site Readiness Program (SSRP) Grant to the University of Michigan because it is a potential conflict of interest during the Michigan Strategic Fund Board Meeting on Tuesday, December 10, 2024.

Many thanks –

A handwritten signature in cursive script that reads "Britany Affolter-Caine".

Britany Affolter-Caine
Executive Director
Michigan's University Research Corridor



GRETCHEN WHITMER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF TRANSPORTATION
LANSING

BRADLEY C. WIEFERICH, P.E.
ACTING DIRECTOR

January 3, 2023

Ms. Rhonda Bishop
Board Relations Liaison
Michigan Strategic Fund Office
300 N. Washington Square
Lansing, Michigan 48913

Dear Ms. Bishop:

I hereby confirm and ratify my designation of Michael B. Kapp, Administrator, Michigan Department of Transportation, as the person authorized and empowered to act in my stead for Michigan Strategic Fund meetings that I am unable to attend.

Sincerely,

A handwritten signature in blue ink, appearing to be "B. Wieferich", written over the printed name.

Bradley C. Wieferich, P.E.
Acting Director

cc: M. Kapp
Executive File

CHARTER TOWNSHIP OF YPSILANTI

RESOLUTION 2026-26

RESOLUTION DEMANDING THE UNIVERSITY OF MICHIGAN (U of M), LOS ALAMOS NATIONAL LABORATORY (LOS ALAMOS), AND ALL PERSONS ACTING ON THEIR BEHALF, IMMEDIATELY CEASE AND DESIST FROM SITE-DISTURBING ACTIVITY UPON THE 144 ACRES OF PROPERTY LOCATED AT BRIDGE ROAD/TEXTILE ROAD UNTIL COMPREHENSIVE ARCHAEOLOGICAL, CULTURAL-RESOURCE, CEMETERY-BOUNDARY, GEOPHYSICAL, AND HUMAN REMAINS DETECTION (HRD) CANINE INVESTIGATIONS HAVE BEEN COMPLETED.

WHEREAS, the University of Michigan (U of M) and Los Alamos National Laboratory (Los Alamos) have entered into a collaborative alliance which has resulted in U of M purchasing 144 acres of property at Bridge Road/Textile Road in Ypsilanti Township for “***...At Least Two State Of The Art Advanced Computing Facilities***,” one of which will be utilized by U of M and the other to be used by Los Alamos, which U of M has described as being “***Cutting-Edge, High-Performance Computational Centers***,” which are specialized Data Centers designed for extremely intensive computation; and

WHEREAS, these Cutting-Edge, High-Performance Computational Centers, will house the “**Biggest, Baddest, And Fastest Computers In The World**,” according to U of M Vice President for Government Relations, Chris Kolb, and as such, will require DTE Energy to construct a **110-Megawatt Substation And Switchyard**, with 100 megawatts dedicated solely for the use by Los Alamos and the remaining 10 megawatts dedicated solely for the use by U of M; and

WHEREAS, the 144 acres is situated in an area of the Township which has substantial archaeological, historical, and cultural sensitivity as the result of centuries of Native American occupation, travel, subsistence, settlement, trade, and cultural activity, especially given its proximity to the Huron River and Textile Road, both of which have been identified by the Michigan State Historic Preservation Office as historical Native American trails and transportation routes; and

WHEREAS, information maintained by the Michigan State Historic Preservation Office has determined that “**...A Site Boundary With A Recorded Cemetery Overlaps...**” the 144-acre property acquired by U of M, thereby creating a compelling need to accurately establish the location and boundaries of the cemetery and to determine whether burials, human remains, burial features, funerary objects, archaeological deposits, or other culturally significant resources extend beyond presently mapped or recorded boundaries; and

WHEREAS, the Township recognizes that historic cemetery records, maps, property descriptions, title records, surface markers, and other documentary evidence may not necessarily establish the complete physical boundaries of historic or unmarked Native American burials beneath the 144-acres of Property acquired by U of M; and

WHEREAS, while U of M spokesperson, Kay Jarvis, as reported by MLive on August 28, 2026, stated that, “**The University Has Conducted Title Searches And Site Surveys Of The Property, And Those Reviews Have Not Identified Any Such Artifacts Or Remains**,” that statement shockingly ignores the fact that a title search only establishes ownership of real property, but cannot and does not determine whether burials, human remains, burial features, archaeological deposits, funerary objects, or other culturally significant resources are located beneath that property; and

WHEREAS, the Michigan State Historic Preservation Office’s archaeological standards provide that archaeological projects should be supervised by professionals meeting the Secretary of the Interior’s Professional Qualification Standards for Archaeology and further contemplate consultation with the Michigan State Historic Preservation Office before fieldwork on large-scale, complex, culturally sensitive, or controversial projects commences; and

WHEREAS, the Michigan State Historic Preservation Office recognizes the importance of non-invasive archaeological methods in culturally sensitive areas and has worked with geophysical specialists so as to ensure compliance with federal and state laws, including but not limited to the ***Native American Graves Protection and Repatriation Act (NAGPRA)*** by mapping sensitive sites without breaking ground so as to prevent the unnecessary disturbance or excavation of ancestral remains; and

WHEREAS, The Michigan State Historic Preservation Office has also recommended that U of M engage “***...A Federally-Qualified Archeologist To Conduct An Archeological Assessment, Also Known As A ‘Desk-Top Analysis,’ Which May Also Require A Human Remains Detection (HRD) Dog Survey ... To Determine Where Those Remains Are Located.***” The Cultural Resource Protection Manager for the Michigan State Historic Preservation Office has emphatically warned U of M that, “**... You [U Of M] Absolutely Do Not Want To Hit Remains During Construction**” on the 144 acres located at Bridge Road/Textile Road; and

WHEREAS, the Township therefore finds that the archaeological investigation should employ multiple complementary methodologies, including historical and archival research, systematic archaeological survey, appropriate geophysical investigation, and a professionally

conducted human-remains detection canine survey, so that one investigative technique is not improperly treated as a substitute for another; and

WHEREAS, the Township has been advised that the collaborative alliance that exists between U of M and Los Alamos, constitutes a federal undertaking and involves federal funding, approval, licensing, permitting, property, assistance, or other sufficient federal involvement, in that Los Alamos is a federally-owned national laboratory within the Department of Energy System overseen principally through the Department of Energy's National Nuclear Security Administration and operated for the federal government by Triad National Security. As such, Section 106 of the National Historic Preservation Act and its implementing regulations, 36 C.F.R. Part 800, require the responsible federal agency to take into account the effects of the undertaking upon historic properties and to conduct the required consultation process; and

WHEREAS, Section 106 is intended to address historic properties sufficiently early in project planning to permit meaningful consideration of avoidance, minimization, and mitigation alternatives before irreversible commitments or ground-disturbing activities occur; and

WHEREAS, Native American burial places, archaeological sites, traditional cultural places, cultural landscapes, and other properties of religious and cultural significance warrant consideration within the historic-preservation review process; and

WHEREAS, meaningful consultation with federally recognized Native American Tribes having ancestral, historical, religious, or cultural connections to this area is particularly important when a project affects Native American burials, archaeological resources, or properties of religious and cultural significance; and

WHEREAS, Ypsilanti Township believes that respect for Native American ancestral remains, as well as respect for descendant communities, sound archaeological practice, historic preservation, and responsible governmental decision-making require investigation

Before — Not After — bulldozers, grading equipment, utility trenches, foundations, roads, substations, transmission facilities, stormwater facilities, or other construction activities disturb the land.

NOW, THEREFORE, BE IT RESOLVED THAT THE CHARTER TOWNSHIP OF YPSILANTI FORMALLY DEMANDS that the University of Michigan, Los Alamos National Laboratory, their contractors, consultants, utility providers, development partners, and any other persons or entities acting in connection with the planned development of at least “**Two State Of The Art, Cutting-Edge, High-Performance Computational Centers**,”

which are Specialized Data Centers, ***Refrain From Commencing Construction Or Other Ground-Disturbing Activities Upon The 144-Acres Owned By U Of M Until The Archaeological And Cemetery Investigations Described In This Resolution Have Been Completed And All Legally Required Historic-Preservation And Tribal-Consultation Processes Have Been Fulfilled.***

For purposes of this Resolution, “***Ground Disturbance***” includes, but is not limited to, clearing, grubbing, tree removal involving soil disturbance, grading, excavation, trenching, drilling, boring, installation of utilities, roads, foundations, stormwater infrastructure, electrical infrastructure, substations, transmission facilities, staging areas, or other activities capable of disturbing archaeological resources, graves, funerary objects, burial features, or human remains.

BE IT FURTHER RESOLVED, WITH REGARDS TO THE CONFIRMATION AND DELINEATION OF THE CEMETERY, that the investigation shall specifically evaluate the cemetery identified by the Michigan State Historic Preservation Office as overlapping the 144 acres located at Bridge Road/Textile Road which is owned by U of M and shall undertake professionally appropriate measures to determine, to the maximum extent as follows:

- a. The cemetery's documented historical boundaries;
- b. Its actual physical boundaries;
- c. Whether graves or burial features exist beyond recorded or mapped boundaries;
- d. Whether unmarked graves are present;
- e. Whether human remains or probable human-remains locations are present;
- f. Whether funerary objects, burial-associated artifacts, archaeological features, or other cultural materials are present; and
- g. An appropriate protective buffer surrounding identified or reasonably suspected burials.

BE IT FURTHER RESOLVED, WITH REGARDS TO THE RETENTION OF A QUALIFIED PROFESSIONAL ARCHAEOLOGIST,

that all archaeological work shall be designed and supervised by a Principal Investigator meeting the Secretary of the Interior's Professional Qualification Standards for Archaeology, with additional qualified specialists—including geophysical specialists, osteologists or biological anthropologists, cemetery specialists, and Native American archaeological/cultural specialists.

***BE IT FURTHER RESOLVED, REGARDING THE NECESSITY TO
OBTAIN A COMPLETE BACKGROUND AND ARCHIVAL***

INVESTIGATION, that, before intrusive field investigation, the archaeological team shall conduct comprehensive background research, including the following:

- a. Michigan State Historic Preservation Office Archaeological Site Records;
 - b. State Archaeological Site File information;
 - c. Historic cemetery records;
 - d. Historical plats and maps;
 - e. General Land Office records and maps;
 - f. Historic aerial photographs;
 - g. Land and deed records;
 - h. Previous archaeological investigations;
 - i. Historical accounts concerning Native American use and occupation of the area;
 - j. Ethnographic and tribal historical information;
 - k. Records concerning previous discoveries of Native American remains or archaeological resources within the surrounding area;
- and

- I. Records identifying former cemetery boundaries, burial locations, historic trails, settlements, camps, cultural landscapes, or archaeological sensitivity.

BE IT FURTHER RESOLVED, WITH REGARDS TO THE REQUIRED HUMAN REMAINS DETECTION DOG SURVEY, that, inasmuch as a site boundary with a recorded cemetery has been determined by the Michigan State Historic Preservation Office to overlap the 144 acres, ***the Township expressly agrees with the recommendation of the Michigan State Historic Preservation Office that a systematic Human Remains Detection (HRD) dog survey be undertaken so as to determine where human remains are located on the 144 acres before ground-disturbing activities occur.***

The HRD investigation shall:

- a. Be performed by appropriately trained and experienced handlers utilizing dogs specifically trained for the detection of historic or archaeological human remains;
- b. Employ teams with demonstrated experience investigating historic cemeteries, unmarked graves, or archaeological human remains;
- c. Be conducted pursuant to a written survey methodology developed in coordination with the project's qualified

- archaeologist and the Michigan State Historic Preservation Office in consultation with the Native American Tribal representatives;
- d. Encompass the documented cemetery area, reasonable buffers surrounding that area, and other portions of the 144 acres identified through archival, archaeological, geophysical, topographic, tribal, or historical evidence as having elevated burial potential;
 - e. Document canine alerts and areas of interest through appropriate mapping and geospatial recording;
 - f. Provide for independent confirmation or further evaluation of significant canine alerts through appropriate non-invasive archaeological or geophysical methods before intrusive testing is considered; and
 - g. Result in a written report documenting methodology, coverage, limitations, alerts, findings, maps, and recommendations.

The Township expressly determines that a HRD canine survey shall **Supplement And Not Replace** a professional archaeological survey, geophysical investigation, tribal consultation, historical research, or any other legally required investigation.

BE IT FURTHER RESOLVED, WITH REGARDS TO THE GEOPHYSICAL AND NON-INVASIVE INVESTIGATION, that areas containing the documented cemetery, HRD canine alerts, suspected graves, or other indicators of potential burials shall be evaluated through appropriate non-invasive geophysical techniques as recommended by qualified specialists, including:

- a. Ground-penetrating radar;
- b. Magnetometry;
- c. Electrical resistance or conductivity techniques;
- d. Other remote-sensing technology appropriate to local soil and geological conditions; and
- e. Precise GPS/GIS mapping of identified anomalies and areas of concern.

The methodology shall account for the limitations of individual geophysical techniques and shall not treat a negative result from any single method as conclusive proof that burials are absent.

BE IT FURTHER RESOLVED, WITH REGARDS TO THE SYSTEMATIC ARCHAEOLOGICAL FIELD SURVEY, that the remainder of the 144 acres and the complete ***Area of Potential Effects*** shall receive archaeological investigation consistent with the Michigan State Historic Preservation Office standards and the recommendations of qualified

archaeological professionals, including appropriate pedestrian survey, shovel testing, subsurface testing, remote sensing, or other accepted methodologies based upon field conditions and archaeological sensitivity.

BE IT FURTHER RESOLVED, WITH REGARD TO NATIVE AMERICAN TRIBAL CONSULTATION, that, where Section 106 or other applicable federal or state laws require tribal consultation, the responsible federal agency shall provide federally recognized Native American Tribes possessing ancestral, historical, religious, or cultural connections to the area a meaningful opportunity to participate.

The Township demands, independently of the minimum requirements of federal law, that meaningful consultation take place with the Native American Tribes concerning the cemetery investigation, survey methodology, treatment of potential burial locations, and protocols applicable to any discovery of Native American human remains or funerary objects.

The Township demands that consultation shall occur sufficiently early in the process so that Native American tribal knowledge and recommendations can meaningfully influence the investigation and project design rather than merely comment upon decisions already made.

BE IT FURTHER RESOLVED, WITH REGARD TO

UNANTICIPATED DISCOVERIES AND HUMAN REMAINS, that, before any ground disturbance is authorized, a written **Unanticipated Discoveries Plan** shall be prepared establishing mandatory procedures if human remains, possible human remains, funerary objects, burial features, archaeological resources, or other culturally significant materials are encountered.

At a minimum, the plan shall provide for:

- a. Immediate cessation of work within an appropriate protective radius;
- b. Physical protection and security of the discovery area;
- c. Prohibition against unnecessary handling, removal, photography, or disturbance;
- d. Immediate notification of authorities required by Michigan law;
- e. Notification and involvement of the State Archaeologist and the State Historic Preservation Office;
- f. Notification and consultation with appropriate Native American Tribal representatives when Native American ancestry is known or reasonably suspected;
- g. Establishment of a protective buffer;

- h. Preservation of confidentiality concerning precise burial locations;
and
- i. No resumption of work within the protected area until legally required procedures have been completed.

BE IT FURTHER RESOLVED that, where a grave, burial feature, cemetery, human remains, or an archaeologically significant Native American cultural resource is identified, the Township declares **Preservation In Place And Avoidance** to be its strongly preferred project-planning alternative.

BE IT FURTHER RESOLVED that, where Section 106 applies, the archaeological **Area of Potential Effects** shall not be artificially restricted to the footprints of buildings of the proposed Cutting-Edge, High-Performance Computational Centers, which are specialized data-centers, but shall encompass all portions of the undertaking where archaeological or historic properties could be directly or indirectly affected, consistent with applicable federal law.

BE IT FURTHER RESOLVED that all archaeological investigations shall be documented in reports satisfying applicable Michigan State Historic Preservation Office standards and containing appropriate maps, methodology, field conditions, survey coverage, findings, site boundaries, geophysical findings, HRD canine findings, archaeological-resource evaluations, recommendations, and supporting documentation.

BE IT FURTHER RESOLVED that the Township strongly and unequivocally rejects any contention by U of M that a real-estate title search constitutes an archaeological investigation or establishes the absence of human remains, graves, burial features, archaeological resources, or culturally significant materials beneath the Property. Ownership history and archaeological history answer fundamentally different questions.

BE IT FURTHER RESOLVED that the Township requests that the University provide the Township copies of:

- a. Archaeological survey reports;
- b. Michigan State Historic Preservation Office correspondence;
- c. Cemetery-related records and maps;
- d. Archaeological sensitivity assessments;
- e. Geophysical investigation reports;
- f. HRD canine survey methodology and final reports;
- g. Communications with federal agencies concerning Section 106 applicability;
- h. Documentation identifying the Area of Potential Effects;
- i. Tribal-consultation documentation that may lawfully be disclosed; and
- j. Any archaeological treatment, avoidance, monitoring, or Unanticipated Discoveries Plan prepared for the Property.

BE IT FURTHER RESOLVED that the Charter Township of Ypsilanti declares that construction of a major Cutting-Edge, High-Performance Computational Data-Center complex should not proceed over land containing a documented cemetery overlap until the location, nature, boundaries, and cultural significance of that cemetery and surrounding archaeological resources have been responsibly investigated.

The Township further declares that the appropriate time to locate unmarked graves, burials, human remains, burial features, funerary objects, archaeological deposits, or other culturally significant resources is ***Before Excavation — Not After Construction Equipment Encounters Human Remains.***

The Township further demands that the University of Michigan, Los Alamos National Laboratory, all participating governmental agencies, and all project contractors and partners to employ the highest standard of archaeological diligence, cultural respect, transparency, and consultation before undertaking irreversible disturbance of this historically and culturally sensitive land.

BE IT FURTHER RESOLVED that the Township Clerk is directed to transmit certified copies of this Resolution to:

- The University of Michigan Board of Regents;
- The President of the University of Michigan;
- Los Alamos National Laboratory;

- The Michigan State Historic Preservation Office;
- The Michigan State Archaeologist;
- Appropriate federally recognized Tribal governments and Tribal Historic Preservation Officers;
- The Michigan Public Service Commission;
- The Michigan Department of Natural Resources;
- The Michigan Department of Environment, Great Lakes, and Energy; and
- Such other governmental entities and elected officials as the Township Supervisor, Clerk, or Treasurer determines appropriate.

BE IT FURTHER RESOLVED that Resolution 2026-26 is hereby adopted.

DEBBIE DINGELL
6TH DISTRICT, MICHIGAN

102 CANNON HOUSE OFFICE BUILDING
WASHINGTON, DC 20515
(202) 225-4071

HOUSE COMMITTEE ON
ENERGY AND COMMERCE
SUBCOMMITTEE ON
HEALTH
COMMERCE, MANUFACTURING, AND TRADE
COMMUNICATIONS & TECHNOLOGY

HOUSE COMMITTEE ON
NATURAL RESOURCES
SUBCOMMITTEE ON
WATER, WILDLIFE, AND FISHERIES
ENERGY AND MINERAL RESOURCES

Congress of the United States
House of Representatives
Washington, DC 20515

September 16, 2026

DISTRICT OFFICES:

2006 HOGBACK ROAD
SUITE 7
ANN ARBOR, MI 48105
(734) 481-1100

WOODHAVEN CITY HALL
21869 WEST ROAD
WOODHAVEN, MI 48183
(313) 278-2936

WEBSITE: DEBBIEDINGELL.HOUSE.GOV

Dr. Domenico Grasso
President
University of Michigan
3190 Ruthven Building
1109 Geddes Avenue
Ann Arbor, MI 48109-1079

Dear President Grasso:

This letter is to follow up the ongoing concerns surrounding the proposed University of Michigan-Los Alamos National Laboratory research computing center in Ypsilanti Township and to request additional information regarding the agreement between the University of Michigan (U-M) and Los Alamos National Laboratory (LANL) to develop this site.

I remain deeply frustrated by the lack of transparency, accountability, and meaningful communication surrounding this project. U-M and LANL have continued progress on this data center despite substantial and strong community opposition. Residents have spent years seeking answers about the project's potential effects on water, electricity, noise, the environment, property values, and quality of life, as well as the roles and responsibilities of the entities involved. The community has been left to piece together information rather than receive clear answers from the institutions responsible for the project.

These concerns were particularly evident at U-M's September 9, 2026, town hall, where residents expressed significant distrust regarding the U-M's handling of the project. U-M itself acknowledged hearing "enormous anger" and "enormous distrust" from the community.¹ This level of frustration underscores the need for a more transparent and accountable approach moving forward. The community must be treated as a meaningful partner in decisions that will affect its future, not as an afterthought.

U-M's limited public information about the project's financing and institutional arrangements is concerning. According to current project information, the proposed \$1.25 billion facility would

¹ Allnutt, B. "University of Michigan's Ypsilanti Township computing center plans meet with anger at town hall: 'Enormous distrust'." *Planet Detroit*. 10 Sept. 2026. Retrieved from: <https://planetdetroit.org/2026/09/ypsilanti-township-uofm-data-center-opposition/>.

involve \$300 million from LANL, \$850 million from U-M, and \$100 million in Strategic Site Readiness Program grant funding from the State of Michigan.² The state has also indicated that the LANL facility would conduct federally funded research involving national security, cybersecurity, artificial intelligence (AI), and energy security.

Despite the size, scale, and significance of this project, the public has received minimal information about the actual agreement between U-M and LANL, including the legal authority for LANL's proposed contribution, the source and status of the funds, and the conditions governing any financial commitment.

There is an important distinction between an agreement stating that LANL may contribute \$300 million and an executed federal appropriation, contract, or other federal financial instrument that has obligated taxpayer dollars for this facility. The public deserves clarity about that distinction and should not have to rely on conflicting or incomplete descriptions of the project's federal funding.

Given the continued lack of transparency and the significance of the community concerns surrounding this project, I ask that U-M make the underlying agreement publicly available so that Ypsilanti Township residents and local officials can better understand the proposed data center's structure, funding, and accountability. I also urge U-M to provide clear answers to the following questions:

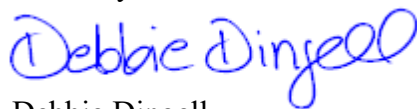
1. What is the date of the agreement between the University of Michigan and Los Alamos National Laboratory to develop this data center?
2. Which parties signed this agreement?
3. Is this agreement legally binding?
4. Have any federal dollars been appropriated for this project?
5. Have any federal dollars been obligated for this project?
6. Have any federal dollars been transferred for this project?
7. What legal authority allows Los Alamos National Laboratory to make the proposed \$300 million contribution towards this project?

² Love, L. "Legislative support bolsters U-M, Los Alamos computing facility." *The University Record*. 20 Dec. 2024. Retrieved from: <https://record.umich.edu/articles/legislative-support-bolsters-u-m-los-alamos-computing-facility/>.

8. Has the Department of Energy approved or authorized the agreement between the University of Michigan and Los Alamos National Laboratory?
9. What conditions must be met before funding is put towards this project?
10. Was Los Alamos National Laboratory's commitment to contribute \$300 million contingent on site selection?
11. Was Los Alamos National Laboratory's commitment to contribute \$300 million contingent on environmental approvals?
12. Was Los Alamos National Laboratory's commitment to contribute \$300 million contingent on other regulatory approvals?
13. What happens to this commitment if this project is delayed, changed, or cancelled?
14. Who is responsible for cost overruns?
15. Does this agreement include any federal guarantees or commitments?
16. Is there a federal contract, cooperative agreement, grant agreement, memorandum of understanding, or federal instrument associated with this data center agreement or proposed data center?

Thank you for your attention to this matter. I look forward to your timely response and to U-M's cooperation in providing the transparency and information the community deserves.

Sincerely,



Debbie Dingell
Member of Congress



Domenico Grasso
President

October 8, 2026

The Honorable Debbie Dingell
102 Cannon House Office Building
United States House of Representatives
Washington, D.C. 20515

Dear Congresswoman Dingell,

Thank you for your September 16th letter regarding the University of Michigan's (U-M) high-performance research computing center. We deeply respect your advocacy on behalf of your constituents and appreciate the ability to engage directly with you on the specific issues you identified in your letter.

As we have previously stated, U-M is dedicated to responding to important questions about water use and supply, energy demand and infrastructure, environmental impacts, public safety and local services, construction and traffic and the research activities that will take place in the facility. We have committed to addressing these issues openly – and will provide the best information available as planning and design continue.

1. What is the date of the agreement between the University of Michigan and Los Alamos National Laboratory to develop this data center?

The University of Michigan and Los Alamos National Laboratory executed a Memorandum of Understanding (MOU) on 11/25/2024 (U-M) and 11/26/2025 (LANL).

2. Which parties signed this agreement?

The MOU was signed by former U-M President Santa Ono on behalf of the University, and by LANL Director Thom Mason on behalf of LANL.

3. Is this agreement legally binding?

The MOU does not create any legal obligations.



Domenico Grasso
President

4. Have any federal dollars been appropriated for this project?

There have been no direct federal dollars appropriated for the project. LANL used indirect funding to help pay for a site agnostic design.

5. Have any federal dollars been obligated for this project?

LANL has supported a portion of the site agnostic design effort. No additional federal dollars have been obligated for the construction of this project.

6. Have any federal dollars been transferred for this project?

LANL has supported a portion of the site agnostic design effort through indirect funding.

7. What legal authority allows Los Alamos National Laboratory to make the proposed \$300 million contribution towards this project?

The LANL Prime Contract provides legal authority to manage Simulation Codes and Computational Resources, Scientific Capabilities Experiments and Tests, Nuclear Materials Management, and the Safeguards and Security Technology Program. However, no funding has yet been planned in out years by these programs.

8. Has the Department of Energy approved or authorized the agreement between the University of Michigan and Los Alamos National Laboratory?

While U-M and LANL have executed a MOU, the MOU does not authorize work or performance – all activities require a separate agreement that will govern specific terms, conditions, funding, and any other contractual obligations between U-M and LANL. There is no additional obligation between U-M and LANL. The classified computing center is not currently in the out years' National Nuclear Security Administration budget profile.



Domenico Grasso
President

9. What conditions must be met before funding is put towards this project?

A facility must be substantially complete and federal funds must be appropriated for the purpose.

10. Was Los Alamos National Laboratory's commitment to contribute \$300 million contingent on site selection?

LANL has made no commitment of funds.

11. Was Los Alamos National Laboratory's commitment to contribute \$300 million contingent on environmental approvals?

LANL has made no commitment of funds.

12. Was Los Alamos National Laboratory's commitment to contribute \$300 million contingent on other regulatory approvals?

LANL has made no commitment of funds.

13. What happens to this commitment if this project is delayed, changed, or cancelled?

This is a broad question, and the specific implications would depend on the nature and extent of the delay, change, or cancellation. However, in any of these circumstances, U-M would be responsible for addressing the resulting impacts and determining the appropriate next steps.

14. Who is responsible for cost overruns?

U-M is responsible for funding any cost overruns.

15. Does this agreement include any federal guarantees or commitments?

The MOU does not include any guarantees or commitments of funding.



Domenico Grasso
President

16. Is there a federal contract, cooperative agreement, grant agreement, memorandum of understanding, or federal instrument associated with this data center agreement or proposed data center?

The U-M and LANL MOU is titled: Transformative Collaboration Computer Science, Artificial Intelligence, Engineering, Materials and Physics: Advancing National Security, Scientific Progress, and Global Sustainability. This MOU describes the overarching proposed collaboration between U-M and LANL, but it does not authorize any work or create any performance obligations – all such activities will require separate agreements that will govern specific terms, conditions, funding, and any other contractual obligations between U-M and LANL.

U-M looks forward to continued engagement as we work to demonstrate our commitment to developing this world class research facility in a responsible manner.

Sincerely,

A handwritten signature in black ink, appearing to read 'Domenico Grasso', with a stylized flourish at the end.

Domenico Grasso
President