



**BROWNFIELD REDEVELOPMENT  
AUTHORITY MEETING**

**Friday, November 13, 2020 – 10:00 a.m.  
Zoom Meeting  
Meeting ID: 826 6264 4970  
Password: 461505**

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**AGENDA**

- 1. Roll Call**
- 2. Approval of Agenda**
- 3. Approval of Items on the Consent Agenda**
  - A. September 24, 2020 Minutes**
- 4. 22145 Farmington Road Redevelopment Project – Brownfield Redevelopment Reimbursement Agreement**
- 5. Public Comment**
- 6. Brownfield Redevelopment Authority Comment**
- 7. Adjournment**

**DRAFT**

**BROWNFIELD REDEVELOPMENT AUTHORITY**  
September 24, 2020

A meeting of the City of Farmington Brownfield Redevelopment Authority Board was held on Thursday, September 24, 2020 via the Zoom virtual meeting platform. Notice of the meeting was posted in compliance with Public Act 267-1976.

The meeting was called to order by Vice Chair Kate Knight at 9:06 am.

**BOARD MEMBERS PRESENT:** Kevin Christiansen, Chuck Eudy, Kate Knight, Dave Murphy

**CITY REPRESENTATIVES PRESENT:** Mary Mullison, Beth Saarela

**OTHERS PRESENT:** Jeremy McCallion and Kyle Sayyae from AKT Peerless Environmental, Jamie Robinson from Royal Gas and Oil, Ginny Dougherty of PM Environmental

**APPROVAL OF AGENDA**

MOTION by Murphy, seconded by Christiansen to approve the Agenda as presented.  
MOTION CARRIED UNANIMOUSLY.

**MINUTES OF PREVIOUS MEETING**

MOTION by Christiansen, seconded by Eudy to approve the Minutes of June 26, 2020.  
MOTION CARRIED UNANIMOUSLY.

**22145 FARMINGTON ROAD REDEVELOPMENT PROJECT – REVIEW OF BROWNFIELD PLAN**

Christiansen gave an overview of the project. Robinson introduced himself and asked Dougherty to present the redevelopment project slated for 22145 Farmington Road. Discussion about timing of the project, the AKT Peerless review of the plan, a 30-year payback plan, and consideration of a motion.

MOTION by Christiansen, supported by Murphy to approve the Brownfield plan for the property located at 22145 Farmington Road submitted by Royal Gas and Oil SLR Inc. as submitted and reviewed by AKT Peerless and presented today and forward the plan to City Council or their review and consideration.  
MOTION CARRIED UNANIMOUSLY.

**DRAFT**

Brownfield Redevelopment Authority  
September 24, 2020  
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**PUBLIC COMMENT**

There was no public comment heard.

**BROWNFIELD REDEVELOPMENT AUTHORITY COMMENT**

Eudy asked about the site plan as presented and the placement of the dumpster. Christiansen and Robinson addressed his concerns.

Christiansen thanked all for attending the meeting. He noted that this item would be going to Council on October 19<sup>th</sup>.

**ADJOURNMENT**

MOTION by Murphy, supported by Christiansen to adjourn the meeting.  
MOTION CARRIED UNANIMOUSLY.

The meeting adjourned at 9:29 am.

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Mary J. Mullison, Secretary

**STATE OF MICHIGAN**  
**COUNTY OF OAKLAND**  
**CITY OF FARMINGTON**

**GLP BROWNFIELD REDEVELOPMENT  
REIMBURSEMENT AGREEMENT**

This Reimbursement Agreement (“Agreement”) is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2020, by and between SLR Investments, LLC, 1710 Hilton Road, Ferndale, Michigan 48220 (hereinafter referred to as the “Owner”), and the City of Farmington Brownfield Redevelopment Authority, a Michigan municipal corporation (hereinafter referred to as the “FBRA”) whose address is 23600 Liberty Street, Farmington, Michigan 48355

**RECITALS:**

Owner purchased a parcel of land situated in the City of Farmington, Oakland County, Michigan (the “City”), described on the attached Exhibit A and hereinafter referred to as the “Property.”

The FBRA has been created under Act 381, Public Acts of Michigan, 1996, as amended, (“Act 381”) to promote the revitalization of environmentally distressed areas through the implementation of Brownfield Plans for certain eligible property under Act 381.

To induce and facilitate the proposed redevelopment of the Property (the “Project”), on September 24, 2020, the FBRA adopted, and on October 19, 2020, the Farmington City Council approved, a Brownfield Plan (the “Plan” or “Brownfield Plan”) for the Property, under which the Owner may receive, subject to this Agreement, the benefit of reimbursement from “Tax Increment Revenues” for the cost of “Eligible Activities,” as those terms are defined under Act 381, undertaken by the Owner on the Property.

The Owner is undertaking a substantial redevelopment of the Property. Neither the City of Farmington nor the FBRA advanced any funds toward the cleanup, rehabilitation, or redevelopment of the Property. The Plan calls for a reimbursement of eligible expenses for the activities completed by the Owner under the Plan totaling of \$308,482 over a 30 year reimbursement period.

The FBRA and the Owner desire to establish the terms and conditions upon which the FBRA shall utilize Tax Increment Revenues captured pursuant to the Plan to reimburse the Owner for the costs of Eligible Activities undertaken by the Owner.

NOW THEREFORE, the parties agree as follows:

1. **Eligible Activities.** For purposes of this Agreement, “Eligible Activities” shall include those items permissible under Act 381, and shall also include those activities set forth in the Plan. The cost of Eligible Activities shall include the cost of

demolition and remediation, including the installation of a vapor barrier system; contaminated soil transport and disposal associated with development activities; groundwater management; utility corridor migration barriers and, oversight, sampling, reporting; contingency; and brownfield plan preparation not to exceed \$308,482.

2. **Revenues Captured.** It is understood that the Brownfield Plan as approved is intended to capture Tax Increment Revenues from several taxing jurisdictions, (see the Brownfield Plan, Tables 1 and 2), including levies of the City of Farmington, Oakland County, and other taxing jurisdictions that levy ad valorem or specific taxes that are considered Local Taxes under Act 381, and taxes levied for school operating purposes (as defined in Act 381) (the “School Operating Taxes”). If the proposed use of Tax Increment Revenues derived from School Operating Taxes is not permitted by law or is denied in whole or in part, the FBRA shall not be obligated to increase the portion of Local Taxes to be used for reimbursement of Eligible Activities to offset any reduction of available School Taxes, and the total Tax Increment Revenues available for such reimbursement shall be reduced accordingly.

3. **Reimbursement Process.**

3.1 The Owner shall have sole responsibility to advance the funds to pay for the completion of Eligible Activities. FBRA has no obligation to reimburse expenses or costs for any activities other than Eligible Activities, and said reimbursement shall not exceed \$308,482. It is further understood and agreed that any reimbursement to or on behalf of Owner contemplated by this Agreement shall only occur to the extent that Tax Increment Revenues are generated from the Subject Property and those Tax Increment Revenues or other revenue is available under Act 381 and this Agreement for the making of reimbursements to the Owner.

3.2 Owner shall maintain the financial information and data used in support of the requests for reimbursement for Eligible Activities in accordance with generally accepted accounting principles and practices. Such records shall be maintained for thirty-six (36) months after the end of the development of the Subject Property. The FBRA shall have access to these records during normal business hours, provided the FBRA submits a request to the Owner to review the records with reasonable advance notice.

3.3 The Owner shall submit to FBRA a Request for Cost Reimbursement for Eligible Activities paid for by the Owner, on the form attached as Exhibit B (“Reimbursement Request”). The Reimbursement Request shall describe each individual activity claimed as an Eligible Activity and the associated costs of each individual activity. Documentation of the costs incurred shall be included with the Reimbursement Request, including proof of payment and detailed invoices for the costs incurred sufficient to determine whether the costs incurred were in payment of Eligible Activities. Interest on the Owner’s reimbursable costs shall not be reimbursable. The Reimbursement Request shall be signed by a duly authorized representative of the Owner.

3.4 Reimbursement Requests shall be reviewed by FBRA. The Owner shall cooperate in the review by FBRA by providing information and documentation to supplement the Reimbursement Request as deemed reasonable and necessary by FBRA. Within thirty (30) days after submission of a Reimbursement Request, FBRA shall either approve the Reimbursement Request or identify in writing to the Owner any costs in the Reimbursement Request deemed ineligible for reimbursement and the basis for the determination. Owner shall be given thirty (30) days thereafter within which to provide supplemental information or documents in support of the Reimbursement Request or portion of it deemed ineligible by FBRA. Thereafter, except as otherwise agreed to in writing by the Owner and FBRA, FBRA shall make a decision on the eligibility of the disputed cost and inform the Owner in writing of its determination, which determination shall be final. The FBRA shall act on a Reimbursement Request after receipt of the requested supplemental information from the Owner at the next scheduled meeting of the FBRA.

3.5 Payment of Reimbursement Requests approved by the FBRA will be issued to FBRA twice annually. If sufficient Tax Increment Revenues attributable to the Property are not available at the time a Submission is approved and payment is due, the approved amount shall be paid from Tax Increment Revenues attributable to the Property that are next received by the FBRA and that are not otherwise allowed to be used for purposes permitted by Section 6 below. The FBRA reimbursement responsibility is dependent on funds received from taxing jurisdictions provided that the Property's taxes have been paid. Payment of Reimbursement Requests approved by the FBRA shall be made payable to the Owner and mailed to the following authorized address:

**SLR Investments, LLC**  
1710 Hilton Road  
Ferndale, Michigan 48220  
Contact Person: Mr. Jamie Robinson  
Telephone: (248) 840-9477

3.5 The obligation of FBRA to reimburse SLR INVESTMENTS, is further subject to the following conditions:

- 3.5.1 The Owner shall provide proof of ownership of the Project Site.
- 3.5.2 The Owner is current on all real property taxes due on the Project Site.
- 3.5.3 The Owner is not in Default under this Agreement.
- 3.5.4 The Owner shall provide written proof of payment and waivers of any liens arising from performance of Eligible Activities.
- 3.5.5 If the Agreement expires without completion of the Eligible Activities and/or submission of the Reimbursement Requests to the FBRA, then payments will not be due to Owner.

3.6 No interest or other similar charge shall accrue or attach to any reimbursement payment agreed to by FBRA under this Agreement, unless sufficient Tax Increment Revenues are available and FBRA fails to meet the Payment Schedule despite the availability of such revenues.

3.7 The Owner shall notify the FBRA of the completion of Eligible Activities for which reimbursement may be sought under this Agreement and will execute and deliver to FBRA and the County Treasurer a Certificate of Completion, in the form attached hereto as Exhibit C, after the date of completion of all of the Eligible Activities for which reimbursement is sought under this Agreement.

4. **Compliance with Laws, Regulations, Approvals.** Anything in this Agreement to the contrary notwithstanding, the Owner and its affiliates shall comply with all applicable laws, ordinances, or other regulations imposed by the City or any other properly constituted governmental authority with respect to the Property; and if the Owner shall fail to do so, the FBRA may, in its sole discretion, withhold reimbursement payments under this Agreement for as long as such violation persists.

Owner shall copy or provide FBRA with all correspondence and materials or documents provided to any regulatory authority that are related to the Subject Property or Eligible Activities on the Subject Property.

5. **Challenges to Capture.** In the event that a taxing jurisdiction, or any other party, challenges the capture of any tax revenues and the State, an agency thereof, or in the event that a court of competent jurisdiction issues an order preventing the capture and use of those revenues and requiring the refund or repayment of any captured Tax Increment Revenue previously paid to Owner pursuant to this Agreement, the Owner agrees to repay to the FBRA the captured Tax Increment Revenues previously paid to Owner pursuant to this Agreement and the FBRA agrees to reimburse the Owner, from future capturable revenues, any such repayment by the Owner.

6. **Administrative Costs.** The FBRA may retain and use funds to pay actual administrative and operating costs of the FBRA from Tax Increment Revenues attributable to the Property. The amount retained shall not exceed the maximum amount authorized to be captured under Act 381 for FBRA administrative and operating expenses, and is estimated at \$2,500 per year during the reimbursement of Eligible Activities and deposits made in the Local Brownfield Revolving Fund ("LBRF") unless otherwise agreed between the parties. FBRA may retain the amount permitted by this Section 6 before making any reimbursement to Owner under Section 3.

7. **Local Brownfield Revolving Fund.** In accordance with Act 381 and the Plan, the FBRA may fund the LBRF using a portion of Tax Increment Revenues captured by the FBRA during and after the period of reimbursement of the Owner's Eligible Activities. The FBRA will capture and deposit into the LBRF as described in the approved Plan.

8. **Representations and Warranties by Owner.** Owner represents and warrants the following:

(a) With respect to the Property, Owner is not a party liable under Section 20126 of the Natural Resources and Environmental Protection Act, 1994 PA 451, MCL 324.20126;

(b) The Property qualifies as Eligible Property under Act 381.

9. **Indemnification/Hold Harmless and Insurance.** Owner indemnifies and holds harmless the FBRA, and any of its past, present, and future members, employees, officials, and consultants from any and all losses, demands, claims, actions, assessments, suits, damages, judgments, penalties, cost, or expenses, imposed upon assessed against, or incurred by FBRA or the listed persons which result from, relate to, or arise out of any of the following:

(a) A determination by the State or a court of competent jurisdiction that the State or any other taxing jurisdiction be repaid or refunded any levy captured as Tax Increment Revenues and paid to Owner as a reimbursement under this Agreement made in excess of the amount the FBRA is permitted to use for such reimbursement;

(b) The undertaking of Eligible Activities for the Property;

(c) The acquisition, construction, equipping and/or operation of the of the business of the Owner on the Property.

(d) Any act or omission of the Owner, after taking title to or control of the Property, with respect to the conduct of a baseline environmental assessment, due care activity or additional response or remedial activity for the Property, including any failure by the Owner to take any affirmative action required by law to prevent the release of a hazardous substance or any other contaminant or the exacerbation of an existing environmental condition.

(e) Any release of a hazardous substance or any other contaminant on the Property or an exacerbation of an existing environmental condition, any adverse effects on the environment, or any violation of any State or Federal environmental law, rule or regulation arising out of, caused by or due to an act, error or omission by the Owner.

(f) The FBRA may, in accordance with a final unappealable order of a court of competent jurisdiction, set-off any amount owing to the Owner under this Agreement to satisfy any indemnification obligation of the Owner under this Section 9.

(g) Each Party to this Agreement shall be responsible for defending any claims arising out of the acts and/or omissions of their respective employees, contractors, representatives and agents during the performance of this Agreement, as provided by law. This Agreement does not and is not intended to impair, divest, delegate, or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, or immunity of the Parties. The work and activities performed pursuant to this Agreement by the FBRA are governmental functions. It is the intention of the Parties hereto that this Agreement shall not be construed to waive the defense of governmental immunity held

by the FBRA. Owner shall indemnify the Indemnified Persons for the cost of defense, including reasonable attorneys fees, to the extent that a final unappealable order of a court of competent jurisdiction determines that the Indemnified Persons were not responsible or liable for the claims asserted. The Owner shall also indemnify the FBRA for all reasonable costs and expenses, including reasonable counsel fees, incurred in:

(i) enforcing any obligation of the Owner under this Agreement or any related agreement to which the Owner is a party,

(ii) taking any action requested by the Owner, or

(iii) To the extent that such cost or expense exceeds or is not subject to Section 6 herein, taking any action on behalf of the Owner that is required of the Owner, or which is otherwise considered necessary by the FBRA, under this Agreement or any related agreement to which the Owner is a party.

(h) The obligations of the Owner under this section shall survive any assignment or termination of this Agreement.

10. Loss of Revenue from a Taxing Jurisdiction.

It is understood that the Brownfield Plan as approved is intended to capture Tax Increment Revenues from several taxing jurisdictions. In the event that a taxing jurisdiction, or any other party, successfully challenges the capture of any tax revenues and after the issuance of a final, unappealable order of a court of competent jurisdiction preventing the capture and use of those revenues and requiring the refund or repayment of any captured Tax Increment Revenue previously paid to Owner pursuant to this Agreement, the Owner agrees to repay to the FBRA the captured Tax Increment Revenues previously paid to Owner pursuant to this Agreement, and the FBRA agrees to reimburse the Owner, from future capturable revenues, any such repayment by the Owner.

11. Property Tax Appeal

The Owner shall have full rights to appeal property tax assessments under State law. The Owner also expressly acknowledges any tax appeal may impact the FBRA's ability to reimburse the Owner's Eligible Activities or other obligations under this Agreement, and expressly waives any claim against the FBRA that result from any tax appeal filed by the Owner. In the event that the previous years' taxes are refunded and to the extent that the refund reduces or eliminates the amount available for reimbursement for activities for the previous year, the Owner shall return that portion of any reimbursement paid from the previous years' taxes.

12. Access for Inspection.

The FBRA shall act as the clearinghouse for all Employees and Agents of the FBRA who wish to gain access for inspection of the Development. All Employees and Agents are authorized to enter upon the Property during normal business hours for the purpose of inspecting the work related to the Authorized Eligible Activities and making determinations that such work is being performed in accordance with the Plan in a workmanlike manner with prior reasonable notice to the Owner of each area to be inspected. The Owner reserves the right to preclude access or request the employee or agents of the FBRA vacate the property for health and safety issues. Any employees or agents of the FBRA must comply with all site safety standards, including, but not limited to, MIOSHA requirements.

13. Discrimination.

Owner shall not discriminate against any employee or applicant for employment in violation of state or federal law. Owner shall promptly notify the FBRA of any complaint or charge filed and/or of any determination by any court or administrative agency of illegal discrimination by Owner.

14. Insurance Requirements.

Owner shall provide insurance as reflected in Exhibit D.

15. **Effective Date. This Agreement shall take effect upon its execution by FBRA and Owner. This Agreement shall terminate upon the full payment for all Eligible Activities to Owner as provided in Section 3.** In addition, the FBRA may terminate this Agreement should Owner fail to fulfill its obligations hereunder or violates the terms hereof. Before such terminations, FBRA shall deliver to owner written notice, by first-class mail, of an intent to terminate describing the breach. Owner shall then have thirty (30) days thereafter to cure such breach, or such additional time as may be reasonably required if said breach is of a nature that cannot be cured within thirty (30) days, so long as Owner diligently pursues a cure of such breach but in no event more than six (6) months after such breach. If Owner does not cure the breach within that time, the termination shall be effective on the 31<sup>st</sup> day after delivery of the notice or any extension thereof under this Section 9. Upon the effective date of the termination of this Agreement, the FBRA shall have no further obligation under this Agreement to make any payments to Owner in reimbursement of any costs of Eligible Activities incurred or to be incurred by the Owner.

14. **Miscellaneous.**

- (a) Owner and the FBRA, with the assistance of their respective legal counsel, have negotiated together to reach the terms of this Agreement, participated in the drafting of this Agreement and acknowledge that this Agreement is the product of the joint effort of both parties. In no event shall the terms of this Agreement be construed more strictly against one party than the other party.
- (b) This Agreement shall be binding upon and inure to the benefit of Owner and the FBRA, and their respective heirs, successors, assigns and transferees. The Parties may freely assign their rights hereunder, but Owner's obligations may only be assigned to an entity not affiliated with the Owner if such transfer or assignment is approved in advance by the FBRA, which approval shall not be unreasonably withheld, delayed or conditioned. In the event of any assignment or transfer of any right or obligation hereunder such transfer or assignment shall not be effective unless a written notice by certified mail is provided to the other party. This Agreement shall not be affected or altered in any way by any sale, lease or other disposition or sale of all or a portion of the Property.

- (c) This Agreement shall be interpreted and construed in accordance with Michigan law and shall be subject to interpretation and enforcement only in Michigan courts whether federal or state.
- (d) In no event shall the provisions of this Agreement be deemed to inure to the benefit of or be enforceable by any third party.
- (e) Except as otherwise expressly stated in this Agreement, the rights and remedies of the parties are cumulative, and the exercise by any party of one or more of such rights or remedies shall not preclude the exercise by it, at the same time or different times, of any other rights or remedies for the same default or any other default by any other party.
- (f) Neither the delay or failure by either party to exercise any right under this agreement, or the partial or incomplete exercise of any such rights shall constitute a waiver of that or any other right, unless provided expressly herein.
- (g) If any part of this agreement is determined to be invalid by a court of competent jurisdiction, that determination shall apply only to the voided part and not to the agreement as a whole.
- (h) This writing constitutes the entire agreement between the parties.
- (i) This writing may be executed in counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.
- (j) Notices and reimbursements shall be sent to the following addresses:

SLR Investments, LLC  
 1710 Hilton Road  
 Ferndale, Michigan 48220  
 Contact Person: Mr. Jamie Robinson  
 Telephone: (248) 840-9477

**Authority:**  
 Farmington Brownfield Redevelopment  
 Authority  
 23600 Liberty Street  
 Farmington, MI 48335  
 Attention: Joe Larussa

**SLR INVESTMENTS, LLC**

By: \_\_\_\_\_  
 Its: \_\_\_\_\_

STATE OF MICHIGAN )  
 ) ss.  
 COUNTY OF OAKLAND)

The foregoing Development Agreement was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by \_\_\_\_\_, the duly authorized Member of **SLR INVESTMENTS, LLC**.

\_\_\_\_\_  
Notary Public  
\_\_\_\_\_ County, Michigan  
My Commission Expires: \_\_\_\_\_

**Farmington Brownfield Redevelopment  
Authority, a Michigan Municipal  
Corporation**

By: \_\_\_\_\_  
Its: Chair

By: \_\_\_\_\_  
Its: Clerk

STATE OF MICHIGAN    )  
                                  ) ss.  
COUNTY OF OAKLAND   )

The foregoing Development Agreement was acknowledged before me this \_\_\_\_\_  
day of \_\_\_\_\_, 2020 by \_\_\_\_\_, the duly-authorized \_\_\_\_\_ of  
the Farmington Brownfield Redevelopment Authority.

\_\_\_\_\_  
Notary Public  
\_\_\_\_\_ County, Michigan  
My Commission Expires: \_\_\_\_\_

**EXHIBIT A**

**Legal Description of Subject Property**

**T1N, R9E, SEC 28 ASSESSOR'S PLAT NO 1 S 152 FT OF LOT 22**

**EXHIBIT B**

**Certificate of Completion**

TO: FARMINGTON BROWNFIELD REDEVELOPMENT AUTHORITY

The undersigned, the \_\_\_\_\_ of \_\_\_\_\_ (the "Owner") hereby certifies as follows for and on behalf of the Owner in connection with certain activities at the Property (as hereinafter define):

1. Attached hereto as Exhibit A is a true, correct and complete copy of the Brownfield Plan (the "Plan") approved by the Farmington Brownfield Development Authority (the "FBRA") and adopted by the City Council for the Property located at \_\_\_\_\_ Farmington, Michigan (the "Property"). No proceedings have been taken or are pending to amend, surrender or cancel the Plan.

2. The eligible activities described in the Plan have been completed other than required long-term monitoring or operation or maintenance activities, if any.

The undersigned has executed this Certificate on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

**EXHIBIT C**

**Certificate of Reimbursement**

TO: FARMINGTON BROWNFIELD REDEVELOPMENT AUTHORITY

The undersigned, as the \_\_\_\_\_ of \_\_\_\_\_, a Michigan limited liability company (the "Owner"), submits this certification pursuant to the Reimbursement Agreement between the Owner and the Farmington Brownfield Development Authority (the "FBRA"), dated on or about \_\_\_\_\_, 20\_\_ (the "Reimbursement Agreement"). On behalf of the Owner in connection with certain activities completed at the Property (as hereinafter defined), I hereby certify as follows:

1. Attached as Exhibit A is a narrative description of the activities that have been completed for the Property defined in the Reimbursement Agreement as of the date of this Certification for which the Owner seeks reimbursement. These activities qualify as Eligible Activities under Act 381, Public Acts of Michigan, 1996, as amended, and are eligible for reimbursement pursuant to the Plan and the Reimbursement Agreement. The activities set forth in Exhibit A have been completed in the manner and in compliance with the terms of the Plan and the Plan's supporting documents.

2. Attached as Exhibit B are true, correct and complete copies of all: (a) documents or reports for which reimbursement is requested; (b) invoices covering the activities for which the Owner seeks reimbursement; and (c) substantiating documents for such invoices.

3. That Owner has timely paid the real estate taxes applicable to the Property, and that proof of payment is attached hereto.

The undersigned has executed this Certificate for Reimbursement on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

## **EXHIBIT D INSURANCE**

Owner shall not commence work under this contract until they have obtained the insurance required under this paragraph, and shall keep such insurance in force during the entire life of this contract. The requirements below should not be interpreted to limit the liability of Owner. All deductibles and SIR's are the responsibility of Owner. Owner shall procure and maintain the following insurance coverage:

- a. Worker's Compensation Insurance including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan.
- b. Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$2,000,000 per occurrence and aggregate. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent, if not already included. Limits may be obtained by the use of primary and excess/umbrella liability policies.
- c. Automobile Liability including Michigan No-Fault Coverages, with limits of liability not less than \$1,000,000 per occurrence, combined single limit for Bodily Injury, and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
- d. Additional Insured: Commercial General Liability and Automobile Liability as described above shall include an endorsement stating the City of Farmington shall be listed as additional insured. It is understood and agreed by naming the City of Farmington as additional insured, coverage afforded is considered to be primary and any other insurance the City of Farmington may have in effect shall be considered secondary and/or excess.
- e. Cancellation Notice: All policies, as described above, shall include an endorsement stating that it is understood and agreed Thirty (30) days, Ten (10) days for non-payment of premium, Advance Written Notice of Cancellation, shall be sent to: (Farmington Brownfield Redevelopment Authority, **Contact Name, Title, Address**).
- f. Proof of Insurance Coverage: Owner shall provide the City of Farmington at the time that the contracts are returned for execution, a Certificate of Insurance as well as the required endorsements. In lieu of required endorsements, if applicable, a copy of the policy sections where coverage is provided for additional insured and cancellation notice would be acceptable.

If any of the above coverages expire during the term of this contract, Owner shall deliver renewal certificates and endorsements to the City of Farmington at least ten (10) days prior to the expiration date.