

ABATEMENT CONTRACT
BETWEEN THE CHARTER TOWNSHIP OF PLYMOUTH
AND _____

This Agreement, made this _____ day of _____, 20____, by and between the Charter Township of Plymouth, (hereinafter referred to as "Township"), and _____, (hereinafter referred to as "Company").

WHEREAS, pursuant to Section 22 of Act 334 of the Public Acts of 1993, it is necessary for the "Township" and the "Company" to enter into a written agreement prior to approval and issuance of an Industrial Facility Exemption Certificate; and

WHEREAS, this Agreement must formally accompany any application made by the "Company" for an Industrial Facilities Exemption Certificate to the State of Michigan, outlining the conditions and resources to be upheld during an abatement period.

WHEREAS, the Township desires to provide the abatement as evidenced in the application for an Industrial Facilities Exemption Certificate.

NOW, THEREFORE, THE PARTIES AGREE TO THE FOLLOWING:

The "Company" agrees to satisfy the following conditions and the "Company" understands and acknowledges that failure to satisfy any one of the conditions could result in the Township Board adopting a resolution recommending to the State Tax Commission revocation of the Industrial Facilities Exemption Certificate at the sole option of the "Township":

1. The "Company" agrees to submit a report regarding status of employment every two (2) years during the abatement period beginning with an initial report filed no later than the 10th day of January immediately following the second year after the issuance date of the Industrial Facilities Exemption Certificate. The "Company" shall in no event neglect to submit the above report upon thirty (30) days written notice from the "Township". The report must include:

- a) The number of new jobs promised in the application and the actual number of new jobs created to date; and
- b) If the number of applicant's employees is not equal to or greater than the number given in the application, an explanation for any shortfall shall be included; and

- c) The estimated project cost in the application and the actual final project cost to date (required in the initial report only).

The “Company” understands that if employment has not been retained or reached as stated in the application or the construction and/or expansion project has not been completed or expenditures made as described in the application, the “Township” has the right to recommend revocation of the Industrial Facilities Exemption Certificate by resolution presented to the State Tax Commission.

- 2. The “Company” or an agency or affiliate designated by the “Company”, is encouraged to contribute some percentage of its abated taxes yearly to local charitable organizations or community service groups or to the “Township” with a designation that the contribution is to be used for a specific purpose.
- 3. If in any year during the abatement period the “Company” invokes the jurisdiction of the Michigan Tax Tribunal for the purpose of seeking a reduction of the assessed and/or taxable value of the real property to which the abatement applies as a result of a petition filed by the “Company” for such year, the “Company” shall immediately refund to each taxing authority the amount(s) abated during all years covered by this Certificate based on the higher assessment minus the amount(s) abated based on the reduced assessment. The “Company” shall also abandon and return to the “Township” this Industrial Facilities Exemption Certificate. The “Company” agrees that this is a contractual right and may be enforced in a court of competent jurisdiction. No sanctions hereunder will accrue to the “Company” in the event it files an action in the Michigan Tax Tribunal with respect to the abated property in order to correct a clerical error of the Assessor such as an error in addition or subtraction.

If in any year during the abatement period the “Company” invokes the jurisdiction of the Michigan Tax Tribunal for the purpose of seeking a reduction of the assessed and/or taxable value of the personal property to which the abatement applies beyond that allowed by State Tax Commission Depreciation Table assigned to the property by the Township Assessor, the “Company” shall immediately refund to each taxing authority the amount(s) abated during all years covered by this Certificate based on the higher assessment minus the amount(s) abated based on the reduced assessment. The “Company” shall also abandon and return to the “Township” this Industrial Facilities Exemption Certificate. The “Company” agrees that this is a contractual right and may be enforced in a court of competent jurisdiction. No sanctions hereunder will accrue to the “Company” in the event it files an action in the Michigan Tax Tribunal with respect to the abated property in order to correct a clerical error of the Assessor such as an error in addition or subtraction.

It will be a substantial default of this Agreement if the "Company" asserts to any court or administrative agency during the term of this Agreement that the true cash value of the property (real or personal) is other than or different than the amounts stated in the tax abatement application. The "Company" hereby stipulates and certifies that it has accurately valued the personal property and/or real property which is the subject of the abatement and the "Township" can rely on the figures represented in the application.

The "Company" agrees to reimburse the "Township" for any costs the "Township" incurs in responding to or contesting any appeal the "Company" asserts to any court or administrative agency during the term of this Agreement that the true cash value of the property (real or personal) is other than or different than the amount stated in the tax abatement application except as offset by applicable State Tax Commission Depreciation Table(s) and asset disposals. The costs subject to this section include attorney fees, appraisal costs, filing fees, expert witness fees, travel costs, copying expense, and any other cost or expense reasonably incurred by the "Township" in responding to or defending against such assertions.

4. The parties hereto further agree that if any of the above referenced conditions are not met within thirty (30) days after written notice by the "Township" of such failure, thereafter the "Township" may recommend revocation of this tax abatement. The "Township" shall not recommend such revocation until after a hearing is conducted wherein the "Company" shall be offered an opportunity to demonstrate why it has not breached any of the conditions set forth above or any other reasons why the tax abatement should not be revoked. The "Company" shall be given thirty (30) days written notice of such hearing which shall be conducted by the "Township" or its designee.
5. The determination of whether to recommend revocation of the Industrial Facilities Exemption Certificate shall be in the sole discretion of the Board of Trustees of the "Township."

In the alternative after such hearing, the Board of Trustees of the "Township" may require the "Company" to post a performance bond, funded by a percentage of the abated taxes, or may sue for money damages in a court of competent jurisdiction, in lieu of or in addition to recommending revocation of the Industrial Facilities Exemption Certificate. The performance bond shall be limited to the amount of abated taxes to ensure that all of the above conditions are met. The calculation of the amount of the bond shall be determined by the Board of Trustees of the "Township" and shall be binding upon the "Company" absent manifest error. The "Township" may make a claim against and enforce the terms of that performance bond.

By signature of representatives of both the "Company" and the "Township", it is understood that both the "Company's" investment in the project and the "Township's" investment through the granting of the Industrial Facilities Exemption Certificate are to encourage the economic growth of all.

It is also acknowledged that certain economic conditions can, at times, prohibit the maintenance of the "Company's" targeted status. It is understood that if such conditions exist at the time of the designated "Company" reports, the governing body of the "Township" will carefully evaluate the "Company's" situation, and will inform the "Company" if any action is considered in order to give the "Company" an opportunity for correction.

AFFIDAVIT OF FEES

In accordance with State Tax Commission Bulletin No. 3, dated January 1998, representatives of the "Township" and the "Company" do hereby swear and affirm by their signatures below that no payment(s) in excess of the fee allowed by Act 198, as amended, whether referred to as "fees", "payments in lieu of taxes", "donations", or by other like terms, has (have) been made or promised in exchange for favorable consideration of an Industrial Facilities Exemption Certificate application.

APPLICANT:

CHARTER TOWNSHIP OF PLYMOUTH:

Company Name

Charles Curmi
Its: Supervisor

Signature

Its: _____

Jerry Vorva
Its: Clerk

Approved by the Charter Township of Plymouth Board of Trustees on
_____.

Resolution No. _____