



BOARD OF TRUSTEES

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Brownfield Redevelopment Authority

Date: March 18, 2024
Time: 6:00 P.M.
Place: Northville Township Assembly Room
44405 6 Mile Road

Call To Order:

Roll Call: William Bufe, Jim Petrie, Matthew Heron, Ramanujam Ramanujam, Aric Tosqui, Chris Roosen, Janice Wilkiemeyer

Approval of Minutes: Brownfield Redevelopment Authority – September 25, 2023

Presentation: None

Brief Public Comments: (Anyone wishing to comment on an agenda item, or any other matter, may do so at this time. Citizen Comments are requested to be limited to two minutes.)

New Business:

- Charter Township of Northville Board Elections - Chair*
Representative: Mark Abbo, Township Supervisor
Request: To formally appoint Mr. Ramanujam Ramanujam as the Chair of the Authority.
Action: Motion to Approve: To approve the appointment of Mr. Ramanujam Ramanujam as Chair of the Authority.
- Charter Township of Northville Board Elections – Vice-Chair*
Representative: Mark Abbo, Township Supervisor
Request: To formally appoint [Name] as the Vice-Chair of the Authority.
Action: Motion to Approve: To approve the appointment of [Name] as Vice-Chair of the Authority.
- Charter Township of Northville Board Elections – Secretary*
Representative: Mark Abbo, Township Supervisor
Request: To formally re-appoint Mr. Jim Petrie as the Secretary of the Authority.
Action: Motion to Approve: To approve the re-appointment of Mr. Jim Petrie as Secretary of the Authority.

4. *Charter Township of Northville – Approval of Mill Street Brownfield Plan*
Representative: Mark Abbo, Township Supervisor
Request: To Approve the Mill Street Brownfield Plan
Action: Motion to Favorably Recommend Adoption by the Township Board of Trustees the Brownfield Plan for the Mill Street Storage Redevelopment Project, pursuant to Act 381 of the Public Acts of the State of Michigan of 1966, as amended.
5. *Charter Township of Northville – Approval of Mill Street Brownfield Plan Reimbursement Agreement*
Representative: Mark Abbo, Township Supervisor
Request: To Approve the Mill Street Brownfield Plan Reimbursement Agreement
Action: Motion to Approve: the Reimbursement Agreement for the Mill Street Storage Redevelopment Project.
6. *Charter Township of Northville (former Northville Psychiatric Hospital property)*
Representative: Mark Abbo, Township Supervisor
Request: Summer 2023 Tax Increment Reimbursement
Action: Motion to Approve: Payment to REIS in the amount of **\$645.38** from Summer 2023 local tax increment revenues (represents 2023 PPT received after last BRA meeting).
7. *Charter Township of Northville (former Northville Psychiatric Hospital property)*
Representative: Mark Abbo, Township Supervisor
Request: Winter 2023 Tax Increment Reimbursement
Action: Motion to Approve: Payment to REIS in the amount of **\$310,100.93** from Winter 2023 local tax increment revenues.
8. *Charter Township of Northville (former Northville Psychiatric Hospital property)*
Representative: Mark Abbo, Township Supervisor
Request: April 2024 Debt Service Payment (P&I)
Action: Motion to Approve: Payment to Bank of New York Mellon in the amount of **\$307,983.75**, including \$165,000 of principle and \$142,983.75 of interest.
9. *Charter Township of Northville (former Scott Correctional Facility – Revolving Fund Capture)*
Representative: Mark Abbo, Township Supervisor
Request: Summer 2023 Tax Increment Reimbursement
Action: Motion to Approve: Payment to the Charter Township of Northville in the amount of **\$5,553.52** from Summer 2023 state and local tax increment revenues (represents 2023 taxes received after last BRA meeting).
10. *Charter Township of Northville (former Scott Correctional Facility – Revolving Fund Capture)*
Representative: Mark Abbo, Township Supervisor
Request: Winter 2023 Tax Increment Reimbursement
Action: Motion to Approve: Payment to the Charter Township of Northville in the amount of **\$677,108.52** from Winter 2023 tax increment revenues

Reports:

Seven Mile Reserve Summary
Demolition Financial Update

Upcoming Meeting Dates:

*Special Meeting Request – April 15”
September 23, 2024

Discussion

Seven Mile Brownfield Plan Amendment Update

Adjournment



**THE CHARTER TOWNSHIP OF NORTHVILLE
BROWNFIELD REDEVELOPMENT AUTHORITY
MINUTES**

Date: September 25, 2023
Time: 7:00 P.M.
Place: Northville Township Assembly Room
 44405 6 Mile Road

Call to Order: Vice Chair Ramanujam called the meeting to order at 7:00 P.M.

Roll Call:

Present: William Bufe, Matthew Heron, Ram Ramanujam, Chris Roosen, Aric Tosqui,
 Janice Wilkiemeyer

Absent: Joe Vig, Jim Petrie (excused)
 Mark Knoth (unexcused)

Also present: Wendy Hillman, Township Finance Director
 Mark Abbo, Township Supervisor

Approval of Minutes: Brownfield Redevelopment Authority – March 27, 2023.

MOTION by Roosen, support by Bufe, to approve the March 27, 2023 minutes as submitted.

Members Heron and Tosque abstained, as they were not at the March 27 meeting.

Motion passed by voice vote 4-0-2 (2 abstentions).

Brief Public Comments:

None

New Business:

1. Charter Township of Northville (former Northville Psychiatric Hospital property)
 Representative: Mark Abbo, Township Supervisor

Request: Summer 2023 Tax Increment Reimbursement
 Action: Motion to Approve: Payment to REIS in the amount of **\$347,607.66** from Summer 2023 local tax increment revenues.

MOTION by Roosen, support by Heron, to approve payment to REIS in the amount of **347,607.66** from Summer 2023 local tax increment revenues.

Finance Director Hillman explained that this payment is a court ordered payment to REIS, and represents the local capture of the summer taxes. REIS is entitled to all of the local capture from the summer tax collection.

Roll call vote:

Ayes - Bufe, Heron, Ramanujam, Roosen, Tosqui, Wilkiemeyer

Nays – None

Motion passed 6-0.

2. Charter Township of Northville (former Northville Psychiatric Hospital property)
 Representative: Mark Abbo, Township Supervisor
 Request: Summer 2023 Tax Increment Reimbursement
 Action: Motion to Approve: Payment to the Charter Township of Northville in the amount of **\$237,389.01** from tax increment revenues, net of debt service.

MOTION by Roosen, support by Tosqui, to approve payment to the Charter Township of Northville in the amount of **\$237,389.01** from tax increment revenues, net of debt service.

Finance Director Hillman explained that this amount represents the state portion of the summer 2023 tax capture which is sent to the general fund to reimburse for the demolition of buildings A and B. This is secondary to paying the debt service, which is paid first from the state capture, and the remainder goes to the general fund for reimbursement.

Roll call vote:

Ayes - Bufe, Heron, Ramanujam, Roosen, Tosqui, Wilkiemeyer

Nays – None

Motion passed 6-0.

3. Charter Township of Northville (former Northville Psychiatric Hospital property)
 Representative: Mark Abbo, Township Supervisor
 Request: October 2023 Debt Service Payment (Interest only)
 Action: Motion to Approve: Payment to Bank of New York Mellon in the amount of **\$142,983.75**.

MOTION by Roosen, support by Bufe, to approve payment to Bank of New York Mellon in the amount of **\$142,983.75**.

Roll call vote:**Ayes - Bufe, Heron, Ramanujam, Roosen, Tosqui, Wilkiemeyer****Nays – None****Motion passed 6-0.**

4. Charter Township of Northville (former Scott Correctional Facility – Revolving Fund Capture)

Representative: Mark Abbo, Township Supervisor

Request: Summer 2023 Tax Increment Reimbursement

Action: Motion to Approve: Payment to the Charter Township of Northville in the amount of **\$897,009.72** from Summer 2023 state and local tax increment revenues.**MOTION by Roosen, support by Ramanujam**, to approve payment to the Charter Township of Northville in the amount of **\$897,009.72** from Summer 2023 state and local tax increment revenues.

Finance Director Hillman explained that this payment is related to the Five Mile brownfield. In 2019, there was an amendment to that brownfield that turned it into a revolving fund, which allowed the Township five more years of capture. The Five Mile brownfield amendment also allowed the revolving fund to pay back the general fund for the demolition of buildings A and B of the psychiatric hospital. In other words, the general fund is being reimbursed both by the Seven Mile state capture as well as the Five Mile revolving fund. All of the capture for the Five Mile revolving fund is going to the general fund to repay buildings A and B. The Township is capped at \$5M or 5 years. It appears that the Township will probably cap at the \$5M mark before the 5 year mark, probably in the summer of 2024 (or 4.5 years). At that time the revolving fund will close.

In response to questions relating to Motion 3, Supervisor Abbo explained that the interest rates for the Bank of New York Melon had different components for different bonds. Each component is fixed, but different bonds had different rates. The "all in rate" is 2.49%. This was fixed at the time the bonds were issued.

Supervisor Abbo continued that construction was winding down. The Township issued \$12M in bonds. Demolition is coming in at approximately \$10.5M plus it has earned interest, so the final total will be under the \$12M by approximately \$1.5M.

In response to comments from Mr. Roosen, Supervisor Abbo further explained that when the bonds were approved, the total debt service was going to be about \$16.5M over the period of the bonds outstanding, and the estimated collection was going to be about \$20M, for an excess of about \$3.5M. The \$3.5M will probably be used for removal of old underground structure under the new essential services building construction, at a cost of approximately \$3.6 million.

Roll call vote:**Ayes - Bufe, Heron, Ramanujam, Roosen, Tosqui, Wilkiemeyer**

Nays – None
Motion passed 6-0.

Reports:

Seven Mile Reserve Summary – Finance Director Hillman
 Spreadsheet: Master Tax Capture Seven Mile Brownfield

This spreadsheet report is related to motion #2, and provides a snapshot of the cash flow of the Seven Mile Brownfield. Motion #2 pulled back ~\$237K into the general fund, leaving \$400K with the Brownfield that will cover next year's debt service.

Summary of Bond Proceeds and Costs – Finance Director Hillman
 Spreadsheet: Capital Projects Fund – Seven Mile Demolition as of September 15, 2023.

This spreadsheet report relates to what Supervisor Abbo had explained earlier, and provides a snapshot of where the Township is with bond proceeds, less closing costs, and less the current year-to-date construction costs. So far \$9,066,000 has been spent for demolition, with net bond proceeds of \$11.8M plus some interest, leaving the Township with bond proceeds of ~\$3M. There is an expectation of another \$1.5 in construction costs, which will leave the Township with \$1.5M as explained by the Supervisor.

Legacy Park Update – Reports provided by Public Works Director Belair and Parks Director Smith

Finance Director Hillman read the following report from Director Belair:

“Last summer 11 buildings remained on the site. Currently all buildings except building number 14 which is the former laundry facility have been demolished. The contractor is currently cleaning up buildings J and K and hauling the material to a pad area for rock crushing. All metal materials are being hauled off for recycling. And this week the contractor has started grading the old building sites and spreading topsoil. The areas will be hydroseeded and mulched in the next two to three weeks, and they have also completed the removal of old foundations, which is where the new essential services complex is going.

“Building 14 which is the building that's remaining and that will remain standing has been cleaned out and fully abated and secured. The windows and doors are secured with some spot patching on the roof to make it watertight. The future use is to be determined.”

Finance Director Hillman read the following report from Parks and Recreation Director Smith:

“Director Smith recently brought to the Township Board of Trustees a phase one trail construction plan with Rock Solid LLC. They are the largest trail building company in the country. The company's capacity will allow for easy scheduling and quicker results.

Preliminary layouts will begin this fall and construction is scheduled to start in spring with an estimated completion of August '24."

General discussion

In response to questions, Supervisor Abbo and Finance Director Hillman gave the following information:

- Bond proceeds can only be used for demolition. However, the Township has spent ~\$1.5M in demolition costs out of the general fund that can be reimbursed with the \$1.5M bond proceeds spoken of earlier. The Township has committed \$1.5M to Legacy Park improvements, and the general fund will be able to use the \$1.5 bond reimbursement to meet that commitment.
- The Township has offered the City of Northville a temporary site at Legacy Park to host the Farmers Market while the Downs Development moves forward and a permanent Farmers Market site is purchased within the City (on the border of the City and the Township). So far the City has not taken the Township up on that offer of a temporary location.
- A question relative to previous minutes that had referenced a potential discussion regarding how to earmark excess funds led to comments from Supervisor Abbo noting that TIF money is only for demolition. However, the Township is hoping to expand that use with approval from the State of Michigan in order to use some funds for improvements. The Township will be collecting more than \$20M but debt service was only \$16.5M, with the extra \$3.5M being used for the essential services complex. On top of that there was an additional 30 acres owned by Shostak Development, with the expectation that the land will be developed and the Township will be receiving tax capture on the 30 acres. Property taxes had also gone up from the estimate in the brownfield plan from 1.5% to 5%.
- The \$400K left in brownfield reserve at the end of 2023 would be for principal and interest payments due in March, with a \$75K cushion.

Supervisor Abbo and the Board welcomed new Board Member Aric Tosqui, who gave some of his personal and professional history.

Upcoming Meeting Dates: March 25, 2024 and September 23, 2024.

Adjournment

Motion by Roosen, support by Bufe, to adjourn.

Motion carried unanimously by voice vote.

Meeting was adjourned at 7:35pm.

CHARTER TOWNSHIP OF NORTHVILLE
BROWNFIELD REDEVELOPMENT AUTHORITY

BROWNFIELD PLAN FOR
THE MILL STREET STORAGE REDEVELOPMENT PROJECT

Prepared by:

Mill Street Storage, LLC
335 East Maple Road, Suite 200
Birmingham, Michigan 48009
Contact Person: Marc Nassif
Phone: 248-496-6787

and

Jamieson Development Consulting
4495 Lynne Lane
Commerce Township, MI 48382
Contact Person: Anne Jamieson-Urena
Phone: 248-762-8701

As adopted by the Northville Township Brownfield Redevelopment Authority: _____

And

As adopted by the Northville Township Board of Trustees: _____

Brownfield Plan for the Mill Street Storage Redevelopment Project

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I. INTRODUCTION

In order to promote the revitalization of environmentally distressed and blighted areas within the boundaries of the Charter Township of Northville, Michigan (the “Township”), the Township has established the Northville Township Brownfield Redevelopment Authority (the “BRA”) pursuant to Michigan Public Act 381 of 1996, as amended (“Act 381”).

The primary purpose of this Brownfield Plan (“Plan”) is to promote the redevelopment of and private investment in certain “brownfield” properties within the Township. Inclusion of property within this Plan will facilitate financing of environmental department specific activities including baseline environmental site assessment activities, demolition and hazardous building material surveys and abatement, due care activities and response activities at eligible properties, and will also provide tax incentives to eligible taxpayers willing to invest in revitalization of eligible sites, commonly referred to as “brownfields.” By facilitating redevelopment of brownfield properties, this Plan is intended to promote economic growth for the benefit of the residents of the Township and all taxing units located within and benefited by the BRA.

This Plan is intended to apply to the eligible property identified in this Plan and, if tax increment revenues are proposed to be captured from that eligible property, to identify and authorize the eligible activities to be funded by such tax increment revenues.

This Plan is intended to be a living document, which may be modified or amended in accordance with the requirements of Act 381, as necessary to achieve the purposes of Act 381. The applicable sections of Act 381 are noted throughout the Plan for reference purposes.

This Plan describes the project to be completed and contains information required by Section 13(2) of Act 381.

II. GENERAL PROVISIONS

A. **Description of the Eligible Property (Section 13 (2)(h)) and the Project**

The property comprising the eligible property consists of one (1) parcel totaling 4.15 acres located at 42975 Mill Street, Northville, Charter Township of Northville, Wayne County, MI (see Attachment A). The eligible property is currently developed with an approximate 71,000 square-foot vacant industrial building. Gravel-paved parking areas are located north, south, and west of the structure. Surrounding properties include light industrial properties and the Waterford Bend recreational area. The parcel qualifies as a “facility”.

The parcel and all real estate property located thereon will comprise the eligible property and is referred to herein as the “Property.”

Parcel information is outlined below.

Address	42975 Mill Street, Northville, MI 48168
Parcel ID	77-054-01-0046-000
Owner	Mill Street Storage, LLC
Legal Description	14A46 LOT 46 SUPERVISORS NORTHVILLE PLAT NO 1 T1S R8E L66 P35 WCR

Mill Street Storage, LLC is the project developer (“Developer”) and owner of the Property. The project includes the rehabilitation of the existing structure for the use of a self-storage facility. It is currently anticipated that construction will begin in the Spring 2024 and eligible activities will be completed within eighteen months.

The project description provided herein is a summary of the proposed development at the time of the adoption of the Plan. The actual development or identified Developer may vary from the project description provided herein, without necessitating an amendment to this Plan, so long as such variations are not material and arise as a result of changes in market and/or financing conditions affecting the project and/or are related to the addition or immaterial removal of amenities to the project. All material changes, as determined by BRA in its sole discretion, to the project description are subject to the approval of the BRA staff and shall be consistent with the overall nature of the proposed development, its proposed public purpose, and the purposes of Act 381.

B. **Basis of Eligibility (Section 13 (2)(h)) and Section 2 (o))**

The Property is considered “eligible property” as defined by Act 381, Section 2 because (a) the Property was previously utilized for industrial purposes; and (b) the Property is determined to be a “facility” as defined by Act 381, as amended.

Applied Environmental (AE) prepared a Phase I Environmental Site Assessment (ESA) dated March 29, 2023, which identified the following Recognized Environmental Conditions (RECs): 1) The Property is a Baseline Environmental Assessment (BEA) and State

Hazardous Waste Site (SHWS) with documented facility-level contamination in soil and groundwater, 2) Longtime use of the Property for manufacturing/industrial operations, 3) Historical use of petroleum products to heat the Property building for an unknown period of time and lack of adequate verification sampling during the closure of the heating oil underground storage tank (UST), 4) Lack of verification sampling and possible contamination related to a derailed locomotive fuel spill, and 5) The presence of oil staining and wood flooring through the Property building.

As a result of the findings, AE completed a Phase II ESA in April 2023 to evaluate the RECs. The Phase II investigation consisted of the advancement of 12 Geoprobe borings (GP-1 through GP-12), installation of one temporary monitoring well, and the collection of 12 soil, one groundwater, and two wood flooring samples (WF-1 and WF-2) for various laboratory analysis of volatile organic compounds (VOCs), polynuclear aromatic hydrocarbons (PNAs), polychlorinated biphenyls (PCBs), and Michigan Ten Metals. Laboratory analysis of soil and groundwater samples revealed concentrations of contaminants either below laboratory reporting limits (RLs) or EGLE Part 201 Generic Residential Cleanup Criteria (GRCC), except for several contaminants identified in soil exceeding their respective EGLE Part 201 GRCC. Soil and groundwater analytical results also revealed concentrations of several contaminants in soil exceeding their respective EGLE Residential and/Nonresidential Volatilization to Indoor Air Pathway (VIAP) Screening Levels (September 2020). Laboratory analysis of wood floor samples revealed detected concentrations of PCBs.

In order to evaluate the soil gas under the slab of the Property building, AE conducted a sub-slab soil gas investigation on April 25, 2023. Three sub-slab vapor pins (VP-1 through VP-3) were installed near the southeastern corner of the Property building in the vicinity of GP-4 where concentrations of various VOCs and PNAs in soil exceeded the EGLE VIAP Screening Levels. Three sub-slab soil gas samples were collected and submitted for laboratory analysis of VOCs by Method TO-15 and PNAs by Method TO-13A. Analytical results revealed concentrations of PNAs below laboratory RLs and concentrations of VOCs either below laboratory RLs or EGLE VIAP Screening Levels (September 2020) for soil gas.

AE completed a BEA for the Property based on existing analytical data collected during various subsurface investigations at the Property in 1993, 1994, 2015, and 2023 (AE). The Property qualifies as a facility based on metals identified in groundwater and PNAs and metals in soil exceeding the EGLE Part 201 GRCC. Applicable pathways are described below:

- DWP/DW = Drinking Water Protection/Drinking Water Criteria (this can be eliminated as a viable pathway due to the availability of municipal water supply)
- GSIP/GSI = Groundwater Surface Water Interface Protection/Groundwater Surface Water Interface Criteria

AE completed a Hazardous Materials Survey at the Property on September 6, 2023. The survey consisted of inspecting the Property for the presence of suspect mercury-containing products, PCB lighting ballasts and sealants, chlorofluorocarbon (CFC) or hydrochlorofluorocarbon (HCFC) containing equipment, tritium exit signs, and universal wastes, as well as identifying components containing lead-based paint (LBP) by XFR testing.

The visual inspection identified numerous mercury- and PCB-containing equipment and/or materials, Other Universal Waste, as well as positive lead-paint surface results. No tritium-containing exit signs or CFC-containing equipment were observed within the Property building.

As a result of the existing findings, the Plan consists of the following on-going additional investigations and activities at the Property:

- Wood Floor and underlying material sampling: AE collected samples from the approximately 8,400 square feet of the wood flooring and/or underlying concrete material within the northern mezzanine space for waste disposal laboratory analysis. Samples will be variously analyzed for Toxicity Characteristic Leaching Procedure (TCLP) for VOCs, TCLP Michigan Ten Metals, PCBs, and/or mercury.
 - Mercury and PCBs were detected in the wood block flooring and underlying concrete
 - AE is working with the Environmental Protection Agency (EPA) to complete further analysis on the concrete flooring to determine if encapsulation or full removal and abatement of the concrete will be necessary, this is an ongoing activity.
- Abatement of mold and PCB universal waste disposal: The Hazardous Materials Survey Report completed by AE in September 2023 documents in detail the areas and materials for inclusion, which generally include the hydraulic cylinder fluid from the elevator, the wood floor, and selective concrete areas below the wood floor.
- Air monitoring during demolition: During demolition and removal activities, including the wood block floors, on-site asbestos and lead-based paint (LBP) air monitoring will be performed.
- Soil sampling for landfill classification: Based on the topographic survey of the Property completed by NF Engineers and geotechnical sampling completed by G2, AE was able to determine that selective fill material/soil will have to be disposed of at a Type II Landfill. A scope is being developed for management of the soil upon finalization of the site plan design approval and the Department of Environment Great Lakes and Energy (EGLE). Further description is included in the attached Table 1.
- Additional reporting and associated notifications to the State for demolition clearance.
- Completion of an Act 381 Work Plan for submittal, review and approval by EGLE for the capture of state property taxes for all of the associated Eligible Activities being requested under this Plan with the exception of Exempt Eligible Activities.

C. Summary of Eligible Activities and Description of Costs (Section 13 (2)(a),(b))

The “eligible activities” that are intended to be carried out at the Property are considered “eligible activities” as defined by Section 2 of Act 381, because they include: Phase I ESA, Phase II ESA, BEA Activities, Supplemental Phase II ESA, Demolition Activities and Hazardous Building Material Surveys and Abatement, Due Care Activities, and Response Activities and preparation and implementation of a Brownfield Plan and an Act 381 Work Plan.

The age of the building and associated hazardous building materials, contaminated soil and associated fill material, and groundwater present a significant challenge for any type of redevelopment to occur.

This purpose of this Brownfield Plan is to seek support for Tax Increment Financing to allow for the capture and reimbursement of new incremental property tax revenue created by the new development, to offset the cost necessary to complete BEA activities, hazardous building material survey, hazardous building material abatement, selective site and building demolition, soil management (disposal and transportation to a Type II Landfill) of soils being exported during the construction activities that can't be reused on site, other due care activities and response activities inclusive of engineering controls to mitigate GSI exposure to the Rouge River tributary, to prevent non-point source pollution inclusive of capping and installation of stormwater engineering controls and installation of special utility features will also be necessary (see Table 1 attached).

A detailed summary of the eligible activities and the estimated cost of each eligible activity intended to be paid for with Tax Increment Revenues from the Property are shown in Table 1 attached hereto as Attachment C. The eligible activities described in Attachment C are not exhaustive. Subject to the approval of BRA staff in writing, additional eligible activities may be carried out at the Property, without requiring an amendment to this Plan, so long as such eligible activities are permitted by Act 381 and the performance of such eligible activities does not exceed the total costs stated in Attachment C.

Unless otherwise agreed to in writing by the BRA, all eligible activities shall commence within twenty four (24) months after the date the governing body approves this Plan and be completed within three (3) years after approval of the Michigan Department of Environment, Great Lakes, and Energy ("EGLE") Act 381 Work Plan, or three (3) years after execution of the Reimbursement Agreement (as that term is defined below). Any long-term monitoring or operation and maintenance activities or obligations that may be required will be performed by the property owner in compliance with the terms of this Plan and any documents prepared pursuant to this Plan.

The Developer and the BRA desire to be reimbursed for the costs of eligible activities. Tax increment revenue generated by the Property will be captured by the BRA and used to reimburse the cost of the eligible activities completed on the Property pursuant to the terms of the Reimbursement Agreement (Attachment E) to be executed by the BRA and the Developer after approval of this Plan (the "Reimbursement Agreement"), to the extent permitted by Act 381.

In the event this Plan contemplates the capture of tax increment revenue derived from "taxes levied for school operating purposes" (as defined by Section 2(uu) of Act 381 and hereinafter referred to as "School Taxes"), the Developer acknowledges and agrees that BRA's obligation to reimburse the Developer for the cost of eligible activities with tax increment revenue derived from Local Taxes, or Specific Taxes that are considered Local Taxes, (as these capitalized terms are defined by Act 381) is contingent upon: (i) the Developer receiving at least the initial applicable work plan approval by the Michigan Department of

Environment, Great Lakes, and Energy (EGLE), as may be required pursuant to Act 381, or (ii) the Developer providing the BRA with evidence, satisfactory to BRA, that the Developer has the financial means to complete the project without the capture of, and subsequent reimbursement with, the contemplated School Taxes.

The costs listed in Attachment C are estimated costs and may increase or decrease depending on the nature and extent of environmental contamination and other unknown conditions encountered on the Property. The actual cost of those eligible activities encompassed by this Plan that will qualify for reimbursement from tax increment revenues of the BRA from the Property shall be governed by the terms of the Reimbursement Agreement. No costs of eligible activities will be qualified for reimbursement except to the extent permitted in accordance with the terms and conditions of the Reimbursement Agreement and Act 381. The Reimbursement Agreement and this Plan will dictate the total cost of eligible activities subject to payment or reimbursement, provided that the total cost of eligible activities subject to payment or reimbursement under the Reimbursement Agreement shall not exceed the estimated costs set forth in Attachment C. As long as the total costs are not exceeded, line-item costs of eligible activities may be adjusted after the date this Plan is approved by the governing body, to the extent the adjustments do not violate the terms of the approved EGLE work plan.

D. Estimate of Captured Taxable Value and Tax Increment Revenues (Section 13(2)(c)); Beginning Date of Capture of Tax Increment Revenues (Section 13(2)(f)); Impact of Tax Increment Financing on Taxing Jurisdictions (Section 13(2)(g))

This Plan provides for the capture of tax increment revenues (TIF) to reimburse the Developer commencing in the 2025 property tax year and continuing through the 2042 property tax year for the costs of eligible activities under this Plan in accordance with the Reimbursement Agreement (see Attachment E). A table of estimated tax increment revenues to be captured is attached to this Plan as Attachment D.

The following assumptions have been considered when creating the Tax Increment Financing tables and available revenue (TIR):

1. 2023 is the base year of the Brownfield Plan.
2. The first year of capture under the Brownfield Plan will be in the year 2025.
3. It is anticipated that the Brownfield Plan will only capture up to 16 years of tax increment revenues to be reimbursed to the Northville Township Brownfield Redevelopment Authority (BRA) for administrative and Local Brownfield Revolving Funds (LBRF), the State Revolving Loan Fund, and the Developer (12 years to the developer).
4. Administrative fees and/or LBRF
5. Department Specific Eligible Activities total \$1,736,491 to cover the eligible activity costs identified in Table 1 (Attachment C).
6. Tax Increment Finance Tables are included in Attachment D.
7. Interest is NOT being requested under this Plan.
8. An Act 381 Work Plan will be submitted to EGLE to allow for the approval of all Department Specific Activities being requested under this Brownfield Plan, other than those exempt activities under Act 381, as amended.

Tax increments are projected to be captured and applied to (i) reimbursement of eligible activity costs and payment of BRA administrative and operating expenses, (ii) make deposits into the State Brownfield Redevelopment Fund, and (iii) make deposits into the BRA’s Local Brownfield Revolving Fund, as follows:

Estimated Total Years of Plan Developer/LBRF: 12 to 16				Developer Total Estimated Tax Reimbursement	\$ 1,736,491
				State Brownfield Redevelopment Fund Reimbursement	\$ 161,281
				Northville Township Administrative Reimbursement	\$ 133,529
				Northville Township LBRF Capture	\$ 638,516
				Total:	\$ 2,669,818

Developer Maximum Reimbursement	Proportionality	School & Local Taxes	Local-Only Taxes	Total
State	47.52%	\$ 825,181		\$ 825,181
Local	52.48%	\$ 911,310	\$ -	\$ 911,310
TOTAL				
MSF / EGLE	100%	\$ 1,736,491		\$ 1,736,491
Local only	0%		\$ -	\$ -

In no event shall the duration of this Plan exceed thirty-five (35) years following the date of the governing body’s resolution approving this Plan, nor shall the duration of the tax capture exceed the lesser of the period authorized under subsection (5) of Section 13 of Act 381 or 30 years. Further, in no event shall the beginning date of the capture of tax increment revenues be later than five (5) years after the date of the governing body’s resolution approving this Plan.

E. Plan of Financing (Section 13(2)(d)); Maximum Amount of Indebtedness (Section 13(2)(e))

The eligible activities are to be financed solely by the Developer. The BRA will reimburse the Developer for the cost of approved eligible activities, but only from tax increment revenues generated from the Property. No advances have been or shall be made by the Township or the BRA for the costs of eligible activities under this Plan.

All reimbursements authorized under this Plan shall be governed by the Reimbursement Agreement (Attachment E). The inclusion of eligible activities and estimates of costs to be reimbursed in this Plan are intended to authorize the BRA to fund such reimbursements and does not obligate the BRA or the Township to fund any reimbursement or to enter into the Reimbursement Agreement providing for the reimbursement of any costs for which tax increment revenues may be captured under this Plan, or which are permitted to be reimbursed under this Plan.

The amount and source of any tax increment revenues that will be used for purposes authorized by this Plan, and the terms and conditions for such use and upon any reimbursement of the expenses permitted by this Plan, will be provided solely under the Reimbursement Agreement contemplated by this Plan.

Unless otherwise agreed upon by the Developer, the BRA, and the State of Michigan, the BRA shall not incur any note or bonded indebtedness to finance the purposes of this Plan.

Interest is not being requested under this Plan.

F. Duration of Plan (Section 13(2)(f))

Subject to Section 13b(16) of Act 381, the beginning date of capture of tax increment revenues for each eligible property shall occur in accordance with the TIF table described in Exhibit F. In no event, however, shall this Plan extend beyond the maximum term allowed by Section 13(2)(f) of Act 381 for the duration of this Plan.

Furthermore, this Plan, or any subsequent amendment thereto, may be abolished or terminated in accordance with Section 14(8) of Act 381 in the event of any of the following:

- a. The governing body may abolish this Plan (or any subsequent amendment thereto) when it finds that the purposes for which this Plan was established have been accomplished.
- b. The governing body may terminate this Plan (or any subsequent amendment thereto) if the project for which eligible activities were identified in this Plan (or any subsequent amendment thereto) fails to occur with respect to the eligible property for at least two (2) years following the date of the governing body resolution approving this Plan (or any subsequent amendment thereto), provided that the governing body first does both of the following: (i) gives 30 days' written notice to the Developer at its last known address by certified mail or other method that documents proof of delivery attempted; and (ii) provides the Developer with an opportunity to be heard at a public meeting.

G. Effective Date of Inclusion in Brownfield Plan

The Property will become a part of this Plan on the date this Plan is approved by the governing body.

H. Displacement/Relocation of Individuals on Eligible Property (Section 13(2)(i-l))

There are no persons or businesses residing on the eligible property and no occupied residences will be acquired or cleared, therefore there will be no displacement or relocation of persons or businesses under this Plan.

I. Local Brownfield Revolving Fund ("LBRF") (Section 8; Section 13(2)(m))

The BRA has established a Local Brownfield Revolving Fund (LBRF). The LBRF will

consist of all tax increment revenues authorized to be captured and deposited in the LBRF, as specified in Section 13(5) of Act 381, under this Plan and any other plan of the BRA. It may also include funds appropriated or otherwise made available from public or private sources.

The amount of tax increment revenue authorized for capture and deposit in the LBRF is estimated at **\$638,516.00**. All funds, if any, deposited in the LBRF shall be used in accordance with Section 8 of Act 381.

J. Brownfield Redevelopment Fund (Section 8a; Section 13(2)(m))

The BRA shall pay to the Department of Treasury at least once annually an amount equal to 50% of the taxes levied under the state education tax, 1993 PA 331, MCL 211.901 to 211.906, that are captured under this Plan for up to the first twenty-five (25) years of the duration of capture of tax increment revenues for each eligible property included in this Plan. If the BRA pays an amount equal to 50% of the taxes levied under the state education tax, 1993 PA 331, MCL 211.901 to 211.906, on a parcel of eligible property to the Department of Treasury under Section 13b(14) of Act 381, the percentage of local taxes levied on that parcel and used to reimburse eligible activities for the Project under this Plan shall not exceed the percentage of local taxes levied on that parcel that would have been used to reimburse eligible activities for the Project under this Plan if the 50% of the taxes levied under the state education tax, 1993 PA 331, MCL 211.901 to 211.906, on that parcel were not paid to the Department of Treasury under Section 13b(14) of Act 381.

K. Developer's Obligations, Representations and Warrants

The Developer and its affiliates shall comply with all applicable laws, ordinances, executive orders, or other regulations imposed by the Township or any other properly constituted governmental authority with respect to the Property and shall use the Property in accordance with this Plan.

The Developer, at its sole cost and expense, shall be solely responsible for and shall fully comply with all applicable federal, state, and local relocation requirements in implementing this Plan.

The Developer represents and warrants that a Phase I ESA, and if appropriate, a Phase II ESA, BEA, and due care plan, pursuant to Part 201 of Michigan's Natural Resources and Environmental Protection Act (MCL 324.20101 *et seq.*), has been performed on the Property ("Environmental Documents").

Except as otherwise agreed to by the BRA, any breach of representation or warranty contained in this Plan shall render the Plan invalid, subject to the Developer's reasonable opportunity to cure as described in the Reimbursement Agreement.

III. ATTACHMENTS

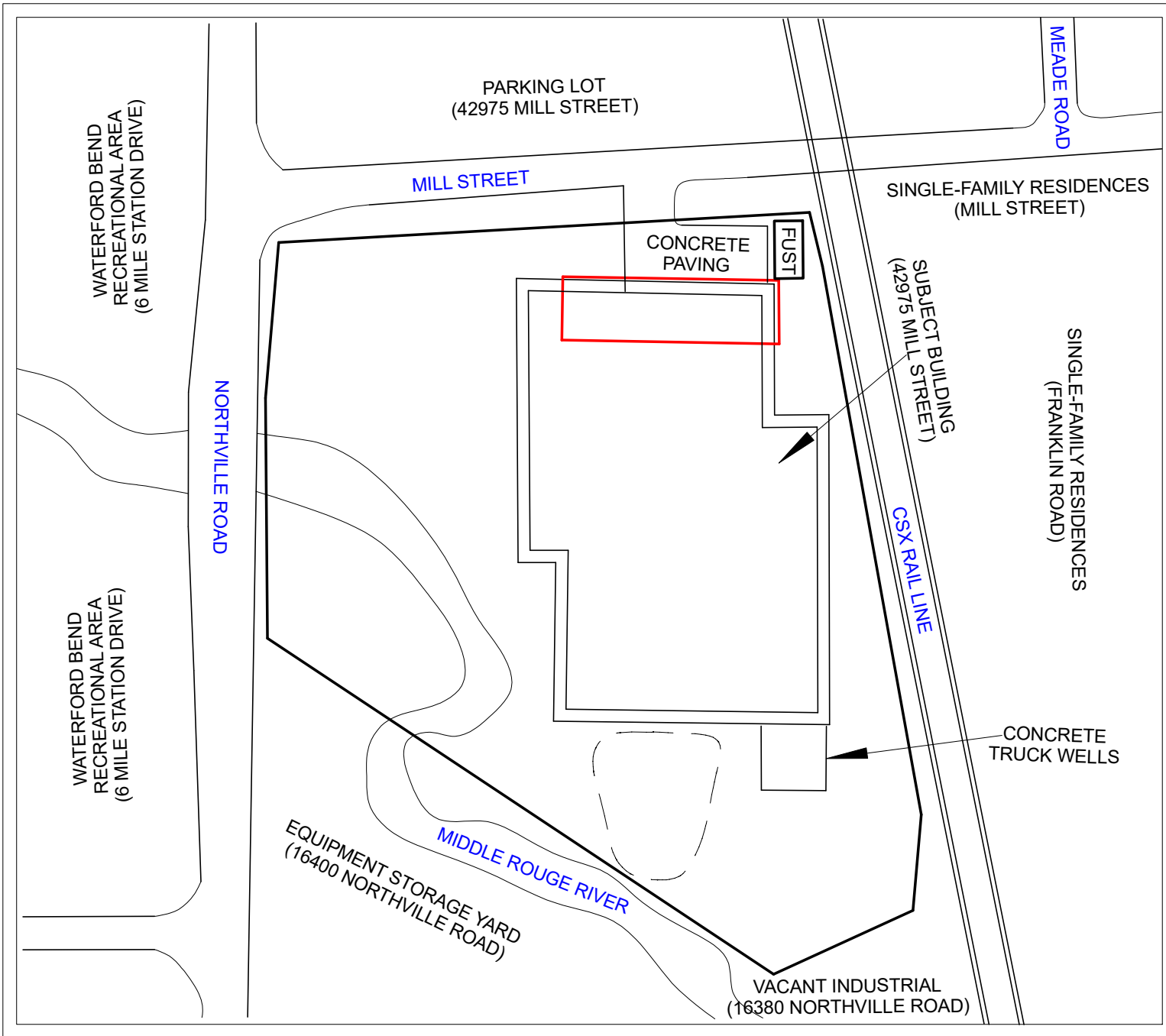
ATTACHMENT A

Site Maps



Figure 1
Site Location Map

 <p>APPLIED ENVIRONMENTAL 1210 North Maple Rd. Ann Arbor, MI 48103 (734) 975-1970</p>	<p>Ford Gauge Facility 42975 Mill Street Northville, Michigan 48168</p> <p>AE Project No. 23-5062PI</p>	 <p>North Unknown</p> <p>Source: Wayne County</p>
---	---	--



NORTH
Not to Scale

Legend





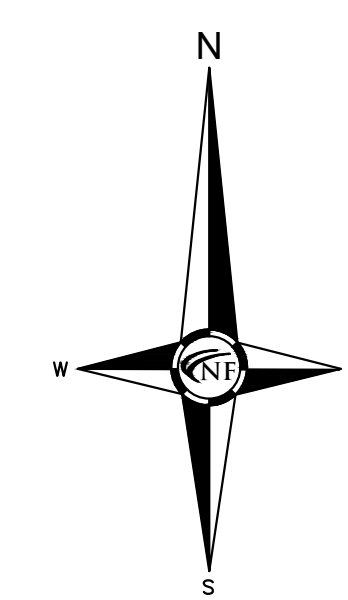
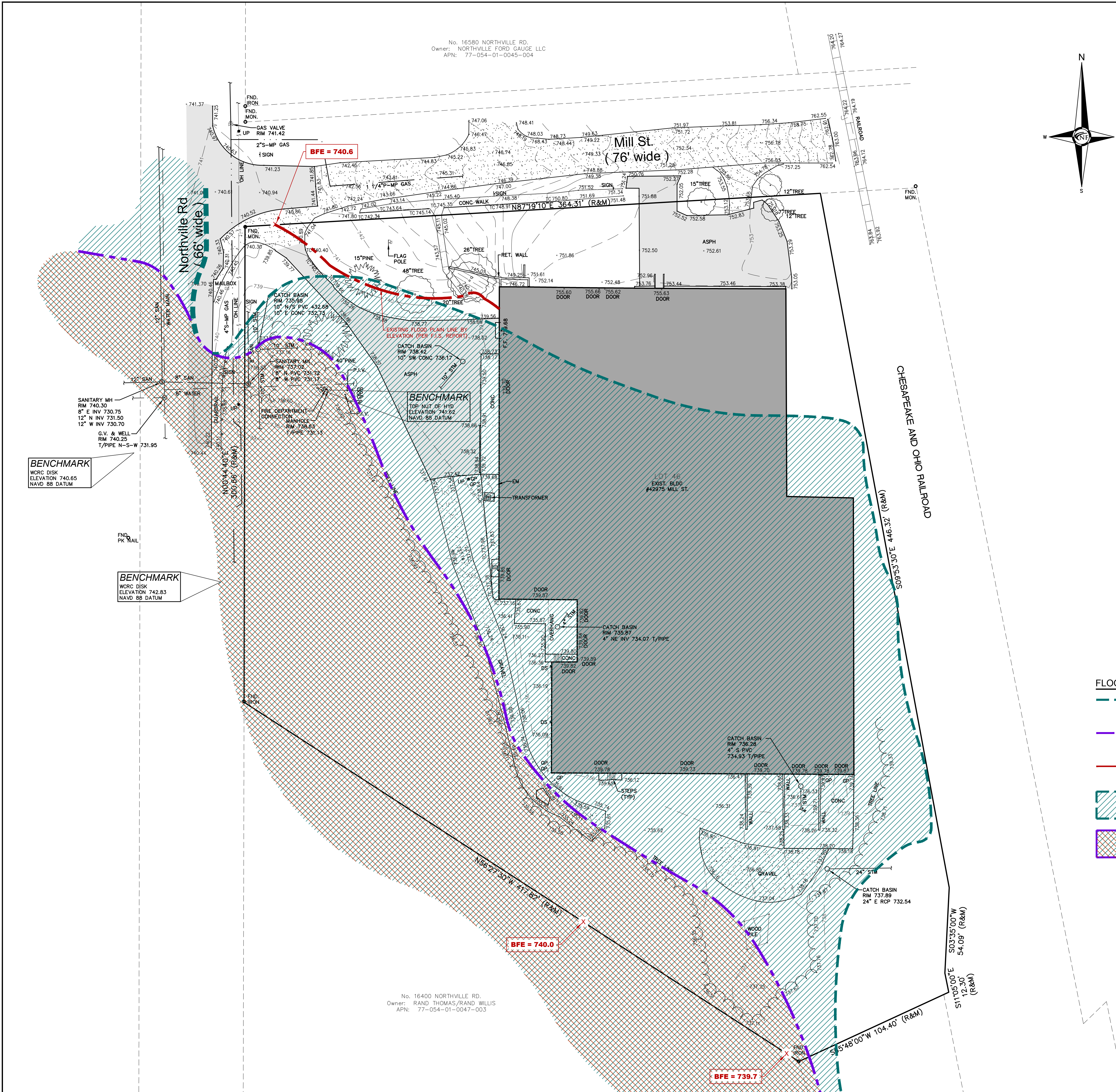
-  Approximate Subject Property Border
-  Original 1925 Construction
-  Former UST Location
-  Area of Soil Remediation

FIGURE 2
SITE DIAGRAM
3/23/2023

FORD GAUGE FACILITY
42975 MILL STREET
NORTHVILLE TOWNSHIP, MI 48168

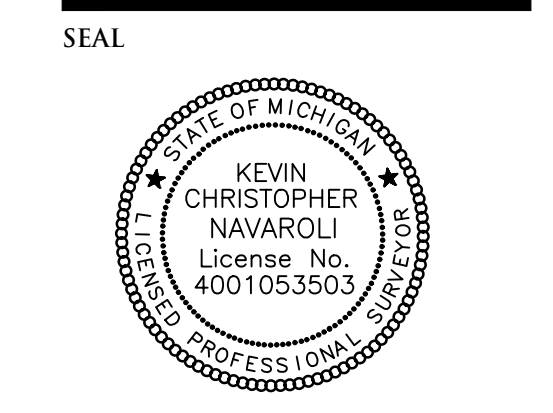


Applied Environmental
1210 North Maple Road
Ann Arbor, Michigan 48103
(734) 975-1970



NF ENGINEERS
 CIVIL ENGINEERS
 LAND SURVEYORS
 LAND PLANNERS

NOWAK & FRAUS ENGINEERS
 46777 WOODWARD AVE.
 PONTIAC, MI 48342-5032
 TEL. (248) 332-7931
 FAX. (248) 332-8257



PROJECT
 42975 Mill Street

CLIENT
 Mill Street Storage, LLC

Contact: Marc Nassif
 Phone: 248-496-6787
 Email: mnassif@detroit-pm.com

PROJECT LOCATION
 Part of the NW 1/4
 of Section 14
 T. 1S, R. 8E
 Township of Northville,
 Wayne County, Michigan

LEGAL DESCRIPTION

LOT 46, "SUPERVISOR'S NORTHVILLE PLAT NO. 1", ACCORDING TO THE RECORDED PLAT THEREOF, AS RECORDED IN LIBER 66 OF PLATS, PAGE 35, WAYNE COUNTY RECORDS AND THAT PART OF LOT 49 OF SAID SUPERVISOR'S NORTHVILLE PLAT NO. 1, ACCORDING TO THE RECORDED PLAT THEREOF, AS RECORDED IN LIBER 66 OF PLATS, PAGE 35, WAYNE COUNTY RECORDS.

P.L.N.: 77-054-01-0046-000
 CONTAINING: 180,811 SQ. FT. OR 4.15 ACRES

BASIS OF BEARING NOTE

THE BASIS OF BEARING FOR THIS SURVEY WAS ESTABLISHED BY THE RECORD PLAT.

FLOOD HAZARD NOTE

THE PROPERTY DESCRIBED ON THIS SURVEY DOES NOT LIE WITHIN A SPECIAL FLOOD HAZARD AREA AS DEFINED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY; THE PROPERTY LIES WITHIN ZONE AE AND X OF THE CURRENT AVAILABLE FLOOD INSURANCE RATE MAP IDENTIFIED AS MAP NO. 26163C0037E BEARING AN EFFECTIVE DATE OF 2/2/12.

UTILITY NOTE

ALL UTILITIES ARE UNDERGROUND UNLESS OTHERWISE NOTED. THE UTILITIES SHOWN ON THIS SURVEY WERE DETERMINED BY FIELD OBSERVATION. ALL LOCATIONS ARE APPROXIMATE. THE LOCATION OF ANY OTHER UNDERGROUND SERVICES WHICH MAY EXIST CAN ONLY BE DEPICTED IF A UTILITY PLAN IS FURNISHED TO THE SURVEYOR.

NOTE: DTE HAS NEW REGULATIONS THAT MAY IMPACT DEVELOPMENT OUTSIDE THEIR EASEMENT OR THE PUBLIC RIGHT OF WAY. CLIENT SHALL CONTACT DTE TO DETERMINE THE "NEW STRUCTURES AND POWER LINE" REQUIREMENTS AS THEY MAY APPLY TO ANY FUTURE BUILDING OR RENOVATION OF A STRUCTURE. DTE ENERGY CAN BE CONTACTED AT 800-477-4747.

MISS DIG / UTILITY DISCLAIMER NOTE

A MISS DIG TICKET NUMBER 2023102700864, PURSUANT TO MICHIGAN PUBLIC ACT 174 WAS ENTERED FOR THE SURVEYED PROPERTY, DUE TO THE EXTENDED REPORTING PERIOD FOR UNDERGROUND FACILITY OWNERS TO PROVIDE THEIR RECORDS, THE SURVEY MAY NOT REFLECT ALL THE UTILITIES AT THE TIME THE SURVEY WAS ISSUED ON 11/7/23. THE SURVEY ONLY REFLECTS THOSE UTILITIES WHICH COULD BE OBSERVED BY THE SURVEYOR IN THE FIELD OR AS DEPICTED BY THE UTILITY COMPANY'S RECORDS FURNISH PRIOR TO THE DATE THIS SURVEY WAS ISSUED. THE CLIENT AND/OR THEIR AUTHORIZED AGENT SHALL VERIFY WITH THE FACILITY OWNERS AND/OR THEIR AUTHORIZED AGENTS, THE COMPLETENESS AND EXACTNESS OF THE UTILITIES LOCATION.

TOPOGRAPHIC SURVEY NOTES

ALL ELEVATIONS ARE EXISTING ELEVATIONS, UNLESS OTHERWISE NOTED.

UTILITY LOCATIONS WERE OBTAINED FROM MUNICIPAL OFFICIALS AND RECORDS OF UTILITY COMPANIES, AND NO GUARANTEE CAN BE MADE TO THE COMPLETENESS, OR EXACTNESS OF LOCATION.

THIS SURVEY MAY NOT SHOW ALL EASEMENTS OF RECORD UNLESS AN UPDATED TITLE POLICY IS FURNISHED TO THE SURVEYOR BY THE OWNER.

FLOOD PLAIN LEGEND

- DENOTES EXISTING FLOODPLAIN LINE PER FIRM MAP NO. 26163C0037E TO 39E EFFECTIVE: FEBRUARY 2, 2012
- DENOTES EXISTING FLOODWAY LINE PER FIRM MAP NO. 26163C0037E TO 39E EFFECTIVE: FEBRUARY 2, 2012
- DENOTES EXISTING FLOODPLAIN LINE BY ELEVATION (VARIES PER FIS) PER FIRM MAP NO. 26163C0037E TO 39E EFFECTIVE: FEBRUARY 2, 2012
- DENOTES SFHA - FLOODPLAIN PER FIRM MAP NO. 26163C0037E TO 39E EFFECTIVE: FEBRUARY 2, 2012
- DENOTES SFHA - FLOODWAY PER FIRM MAP NO. 26163C0037E TO 39E EFFECTIVE: FEBRUARY 2, 2012

LEGEND

- MANHOLE
- HYDRANT
- MANHOLE
- UTILITY POLE
- GUY WIRE
- EXISTING SANITARY SEWER
- EXISTING SAN. CLEAN OUT
- EXISTING WATER MAIN
- EXISTING STORM SEWER
- EX. R.Y. CATCH BASIN
- EXISTING BURIED CABLES
- OVERHEAD LINES
- LIGHT POLE
- SIGN
- EXISTING GAS MAIN

DRAWN BY:
 C. Herren

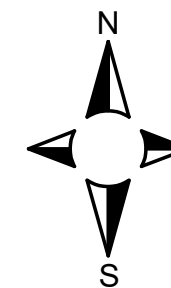
DESIGNED BY:
 -

APPROVED BY:
 K. Navaroli

DATE:
 11/16/23

SCALE: 1" = 30'

NFE JOB NO. **N853** SHEET NO. **1 of 1**



Scale: 1" = 60'

Legend

- GP-1 SOIL BORING LOCATION
- GP/TW-1 TEMPORARY WELL LOCATION
- WF-1 WOOD FLOOR SAMPLE LOCATION
- ORIGINAL 1925 CONSTRUCTION
- UST FORMER UST LOCATION
- - - AREA OF SOIL REMEDIATION
- E HYDRAULIC ELEVATOR

All soil results in ug/kg.
All groundwater results in ug/L.

VOCs - Volatile Organic Compounds
PNAs - Polynuclear Aromatic Hydrocarbons
PCBs - Polychlorinated Biphenyls
RLs - Laboratory Reporting Limits
GRCC - Generic Residential Cleanup Criteria

RED COLORED CONCENTRATIONS INDICATE LEVELS THAT EXCEED ONE OR MORE OF THE EGLE PART 201 GENERIC RESIDENTIAL CLEANUP CRITERIA

* INDICATE LEVELS THAT EXCEED THE EGLE VOLATILIZATION TO INDOOR AIR PATHWAY (VIAP) SCREENING LEVELS (SEPT 2020)

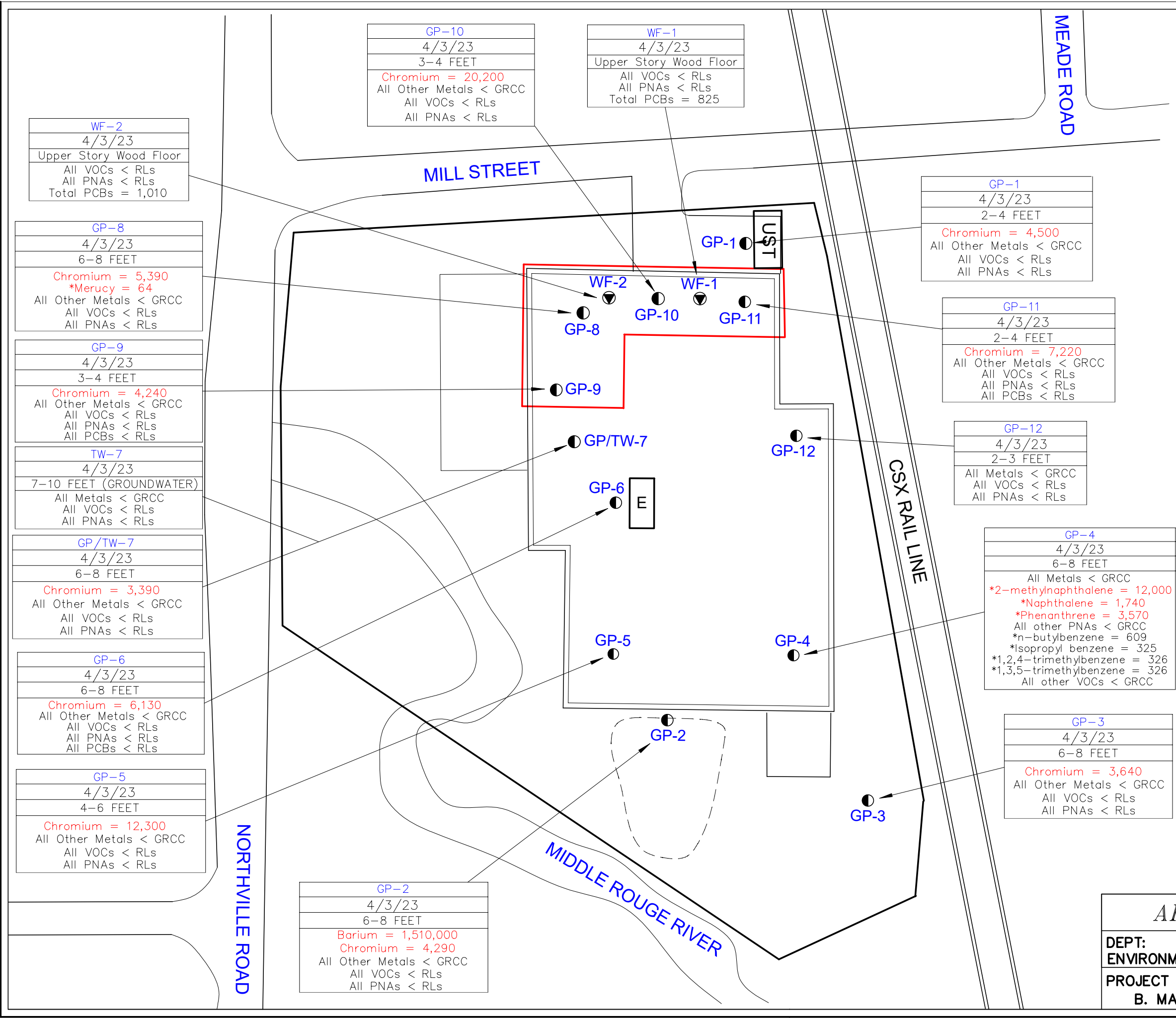


FIGURE 3

Soil Boring Locations and Analytical Results

APPLIED ENVIRONMENTAL		
DEPT: ENVIRONMENTAL	TITLE: SOIL & WATER RESULTS	DATE: 4/17/2023
PROJECT MGR: B. MANION	CLIENT: MARC NASSIF	PROJ. NUMBER: 23-5062PII

ADISTRA WAREHOUSE CONTAMINATED SOIL REMOVAL SAMPLE POINTS

F1
December 1993
Barium = 3,110,000
Chromium = 63,000
Metals < GRCC
All PNAs < RLs

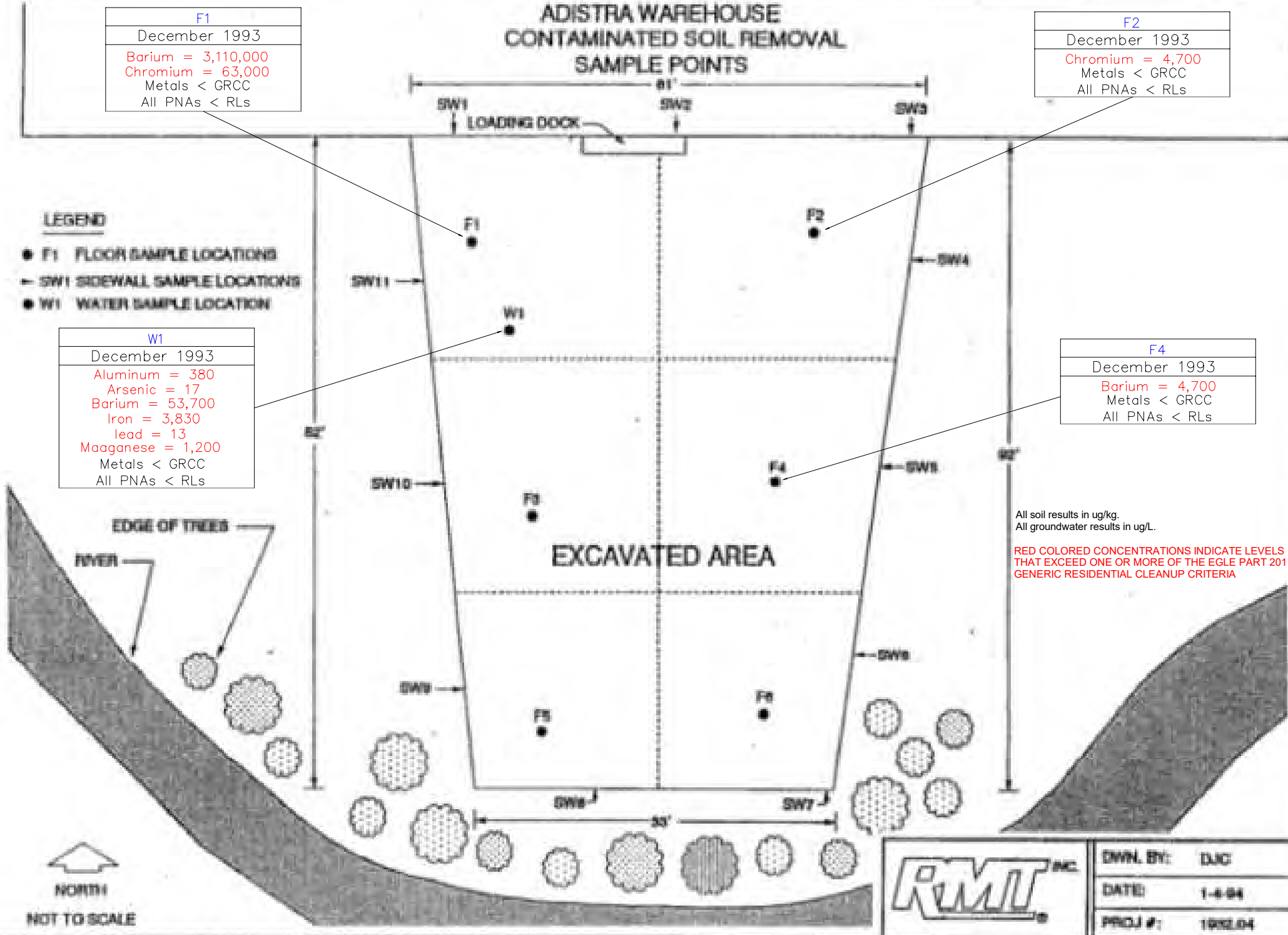
F2
December 1993
Chromium = 4,700
Metals < GRCC
All PNAs < RLs

LEGEND

- F1 FLOOR SAMPLE LOCATIONS
- SW1 SIDEWALL SAMPLE LOCATIONS
- W1 WATER SAMPLE LOCATION

W1
December 1993
Aluminum = 380
Arsenic = 17
Barium = 53,700
Iron = 3,830
lead = 13
Manganese = 1,200
Metals < GRCC
All PNAs < RLs

F4
December 1993
Barium = 4,700
Metals < GRCC
All PNAs < RLs



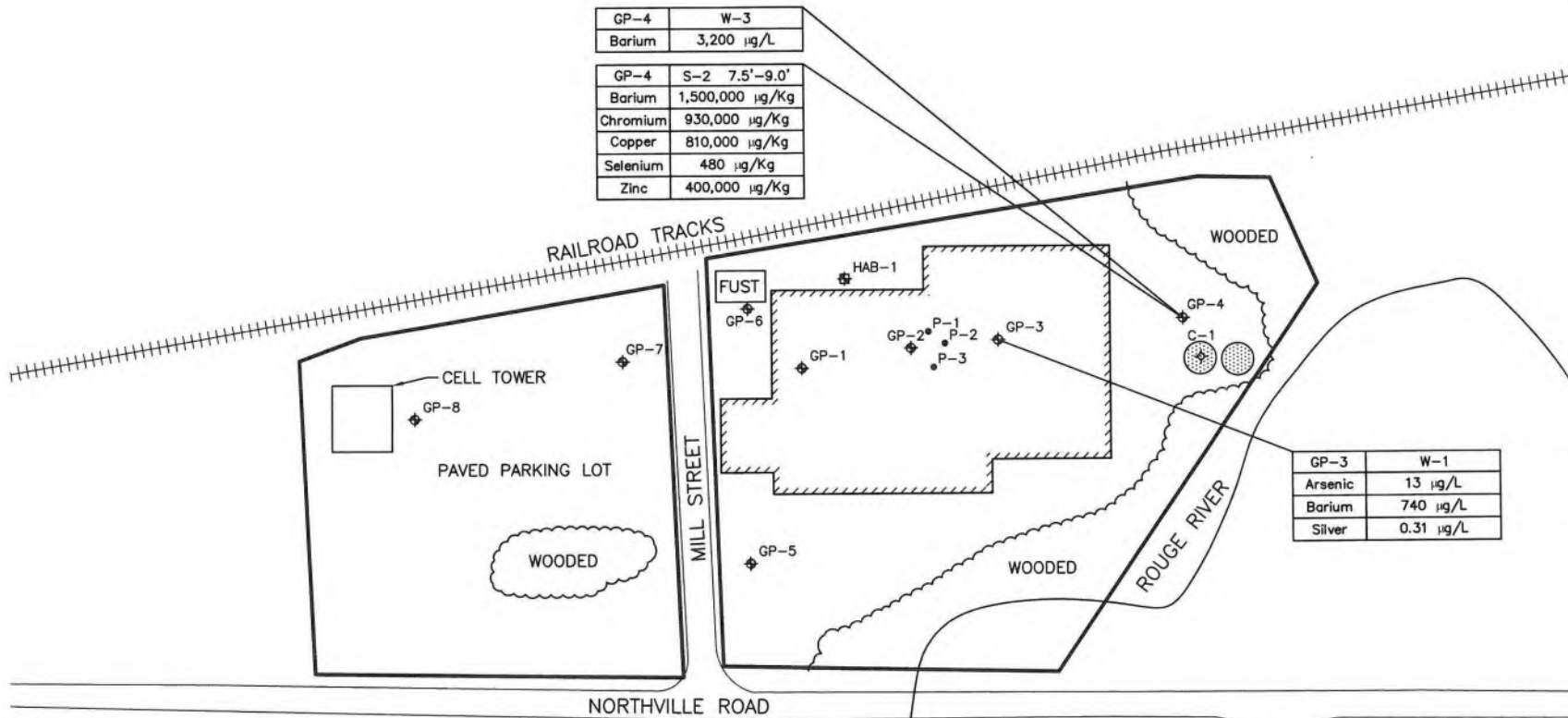
All soil results in ug/kg.
All groundwater results in ug/L.

RED COLORED CONCENTRATIONS INDICATE LEVELS THAT EXCEED ONE OR MORE OF THE EGLE PART 201 GENERIC RESIDENTIAL CLEANUP CRITERIA



DRAWN BY:	DJC
DATE:	1-4-04
PROJ #:	1992.04

J:\2015\62\150175\reports\150175-esp.dwg Plotted: 10/13/2015 5:38 PM by agrant



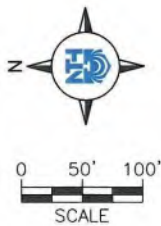
GP-4	W-3
Barium	3,200 µg/L

GP-4	S-2	7.5'-9.0'
Barium	1,500,000	µg/Kg
Chromium	930,000	µg/Kg
Copper	810,000	µg/Kg
Selenium	480	µg/Kg
Zinc	400,000	µg/Kg

GP-3	W-1
Arsenic	13 µg/L
Barium	740 µg/L
Silver	0.31 µg/L

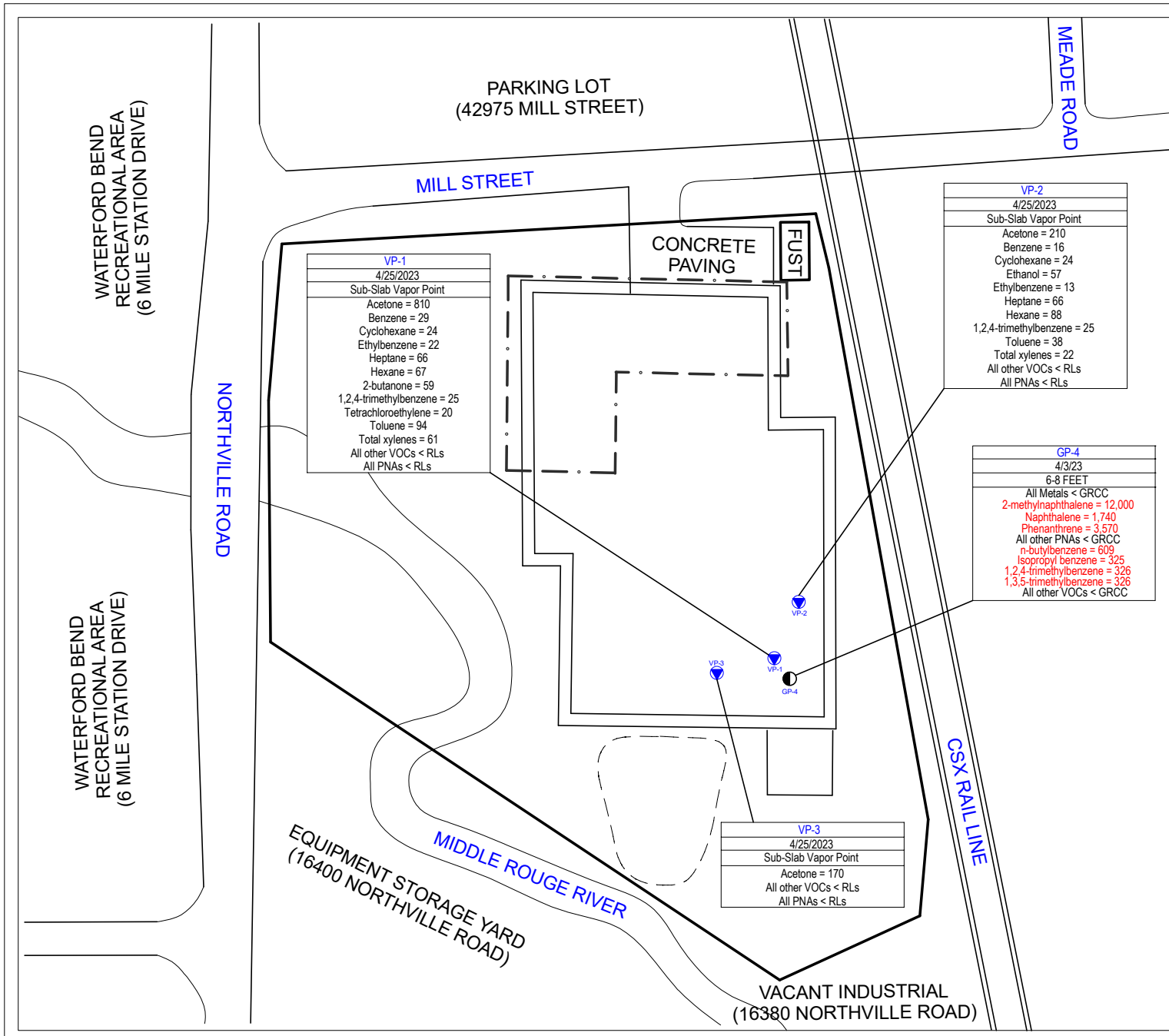
LEGEND

- LIMITS OF STUDY AREA
- SOIL MOUNDS
- ▨ EXISTING BUILDING
- FUST FORMER UNDERGROUND STORAGE TANK
- ◆ GP-1 APPROXIMATE GEOPROBE LOCATION
- ⊕ HAB-1 APPROXIMATE HAND AUGER LOCATION
- ⊕ C-1 APPROXIMATE COMPOSITE SAMPLE LOCATION
- P-1 APPROXIMATE PROBE LOCATION



NOTE: LOCATIONS AND DIMENSIONS ARE APPROXIMATE. NOT A LEGAL SURVEY.

NTH Consultants, Ltd.	
Infrastructure Engineering and Environmental Services	
NTH PROJECT NO.: 62-150175-02 DESIGNED BY: CJA DRAWN BY: SLG CHECKED BY: BCM	DATE PLOTTED: 10/13/2015 PLOT DATE: 6/23/2015 DRAWING SCALE: 1" = 100' INCEPTION DATE: 10/13/2015
SAMPLE EXCEEDANCE PLAN INDUSTRIAL PROPERTY NORTHVILLE, MICHIGAN	
1	



NORTH
1" = 100'

Legend

- Approximate Subject Property Border
- Original 1925 Construction
- Former UST Location
- Area of Soil Remediation
- Sub-slab Vapor Point

All soil vapor results in ug/m³.
 VOCs - Volatile Organic Compounds
 PNAs - Polynuclear Aromatic Hydrocarbons
 RLs - Laboratory Reporting Limit
 GRCC - Generic Residential Cleanup Criteria

Red Colored Contaminant Concentrations Represent Levels That Exceed The EGLE Nonresidential Volatilization to Indoor Air Pathway (VIAP) Screening Levels (Sept. 2020)

**FIGURE 3
 SOIL VAPOR LOCATIONS
 AND ANALYTICAL RESULTS
 MAY 5, 2023**

FORD GAUGE FACILITY
 42975 MILL STREET
 NORTHVILLE TOWNSHIP, MI 48168



Applied Environmental
 1210 North Maple Road
 Ann Arbor, Michigan 48103
 (734) 975-1970

23-5062SS - SOIL VAPOR LOCATIONS AND ANALYTICAL RESULTS

ATTACHMENT B

Legal Description

Legal Descriptions of Eligible Property to which the Plan Applies

14A46 LOT 46 SUPERVISORS NORTHVILLE PLAT NO 1 T1S R8E L66 P35 WCR.

ATTACHMENT C

Estimated Cost of Eligible Activities Table

Table 1 - Brownfield Eligible Activities -Mill Street - Northville Township, MI				
Eligible Activities	Estimated Total Cost of Eligible Activities approved under Brownfield Plan	Act 381 Work Plan Estimated Total Developer TIF Reimbursable Activities	Completion/Season/Year	
EGLE Pre- Approved Activities - Exempt				
Phase I Environmental Site Assessment (ESA)	\$ 5,500.00	\$ 5,500.00	Winter 2023- Spring 2024	
Phase II Environmental Site Assessment	\$ 32,000.00	\$ 32,000.00		
Pre-rehab/demo. Hazardous Building Materials Survey - Asbestos Containing Material (ACM) and Lead Based Paint Survey	\$ 4,500.00	\$ 4,500.00		
Baseline Environmental Assessment (BEA)	\$ 3,500.00	\$ 3,500.00		
Supplemental Phase II -Site investigation to evaluate and prepare for compliance	\$ 35,000.00	\$ 35,000.00		
Development of a plan for response activities to meet due care obligations	\$ 5,500.00	\$ 5,500.00		
Due Care Plan - Pre-Development - prior to construction	\$ 3,500.00	\$ 3,500.00		
Total - BEA Activities *no contingency already completed	\$ 89,500.00	\$ 89,500.00		
Demolition and Hazardous Building Material Abatement - considered a response activity under Act 381 - to protect public health, safety and welfare -Lead, mold, or asbestos abatement may be an EGLE eligible activity when the land is contaminated and EGLE confirms that lead, mold, and/or asbestos pose an imminent and significant threat to human health. Up to \$250,000 exempt activity and does not require EGLE Act 381 Work Plan Approval				
Selective Building Demolition - Inclusive of temporary fencing, securing the building to prevent access to interior as a response activity, project Management as it relates to the demolition soft cost such as structural engineering and/or architectural, GC bids	\$ 162,500.00	\$ 162,500.00	Spring 2024- Fall 2024	
Site Demolition				
Abandoned utilities, parking lots (asphalt/concrete), abandoned foundations, curbs and gutters, brick pavers, septic, signage *estimates from GC/CM/DB	\$ 15,063.00	\$ 15,063.00		
Temporary traffic control, signage, fencing, dust control, mobilization, and management of accumulated water due to runoff *property handling of perched groundwater may be necessary to comply with due care activities during demolition activities -	\$ 18,000.00	\$ 18,000.00		
Demolition - Project Management - GC Field and Oversight and associated bid specs and reporting requirements to BRA	\$ 35,000.00	\$ 35,000.00		
Hazardous Building Material Abatement - considered a response activity under Act 381 - to protect public health, safety and welfare--Hazardous Materials (PCBs, mercury) Lead, mold, or asbestos abatement may be an EGLE eligible activity when the land is contaminated and EGLE confirms that lead, mold, and/or asbestos pose an imminent and significant threat to human health.				
Abatement of Mold and PCB Universal Waste Disposal, includes hydraulic cylinder fluid from elevator, wood flooring and selective concrete areas under wood floor - On-Site Asbestos and LBP air monitoring during removal activities (includes wood block floors \$82,500.00 and ACM) - BDS is the contractor Reporting and associated notifications to state for demolition clearance -	\$ 265,757.00	\$ 265,757.00		
Project Management Field and Oversight and associated BRA reporting	\$ 15,000.00	\$ 15,000.00		
Encapsulation of PCB concrete - 1 inch thick hardecks. Please note that based on ongoing laboratory analysis of the concrete flooring in the mezzanine area that was a former lab - discussions with EPA have lead us to increase the budget for the PCB abatement of the concrete flooring to \$200,000 - as the entire floor may have to be removed verses encapsulated	\$ 240,000.00	\$ 240,000.00		
Sub Total - Demolition and Abatement as allowable under Act 381	\$ 751,320.00	\$ 751,320.00		
Contingency 15%	\$ 112,698.00	\$ 112,698.00		
Total - Demolition and Abatement Activities as allowable under Act 381	\$ 864,018.00	\$ 864,018.00		
Due Care Activities				

Table 1 - Brownfield Eligible Activities -Mill Street - Northville Township, MI

Eligible Activities	Estimated Total Cost of Eligible Activities approved under Brownfield Plan	Act 381 Work Plan Estimated Total Developer TIF Reimbursable Activities	Completion/Season/Year
Health and Safety Plan(s) - specific to Due Care Activities	\$ 2,500.00	\$ 2,500.00	Spring 2024- Fall 2024
Due Care Planning			
Due Care Plan(s) - on site construction management due care plan	\$3,500.00	\$3,500.00	
Due Care Plan-Post Construction - following remediation - O&M	\$ 3,500.00	\$ 3,500.00	
Sub-Total Due Care Activities	\$ 9,500.00	\$ 9,500.00	
15% contingency	\$ 1,425.00	\$ 1,425.00	
Total - Due Care Activities	\$ 10,925.00	\$ 10,925.00	
Environmental Response Activities			Spring 2024 -Spring 2025
Pumping, treatment, transportation, and/or disposal of contaminated groundwater (dewatering) *the lowest-cost feasible option must be provided to EGLE			
Pumping of accumulated contaminated water due to runoff or rain and characterization for disposal	\$ 10,000.00	\$ 10,000.00	
Transportation and disposal of contaminated water (e.g. Frac tank transportation and disposal at a licensed disposal facility)	\$ 19,500.00	\$ 19,500.00	
Excavation - Export estimates from GC and Civil - The soil can not be relocated on site due to site grading and GSI concerns due to proximity to the River - Inclusive of Characterization of wastes for landfill disposal - TCLP metals and VOCs	\$ 23,500.00	\$ 23,500.00	
If soil can't be bermed on site - Soil Management- Transportation	\$ 70,500.00	\$ 70,500.00	
Soil Management- Disposal	\$ 164,500.00	\$ 164,500.00	
Silt fencing to prevent exacerbation	\$ 10,192.00	\$ 10,192.00	
Special Utility features			
Utility - Seals & Gaskets due to contamination	\$ 27,800.00	\$ 27,800.00	
Waterproofing-Design - if necessary - elevator	\$ 2,500.00	\$ 2,500.00	
Solid waste disposal - used tires, old appliances and furniture, used car batteries, general separate of demolition materials	\$ 10,000.00	\$ 10,000.00	
On-Site Environmental Construction Management	\$ 70,000.00	\$ 70,000.00	
Environmental Project Management During Addit. Response Activities	\$ 8,000.00	\$ 8,000.00	
General Project Management from GC Team during Response Activities	\$ 16,000.00	\$ 16,000.00	
Environmental Field Activity & Field Oversight During Addit. Response Activities	\$ 16,000.00	\$ 16,000.00	
Engineering controls			
Implementing GSI controls on site to prevent exacerbation of storm water runoff from soils impacted by contamination that exceeds GSI - consideration for paving, etc., if justifiable. Estimates on new paved areas GC, justification and explanation for DDCC Environmental Team	\$ 119,000.00	\$ 119,000.00	
Unanticipated Response Activities such as USTs, etc. -	\$ 22,500.00	\$ 22,500.00	
Response Activity Soft Costs (engineering, design, legal services, oversight, project management, reporting)	\$ 29,180.00	\$ 29,180.00	
Sub-Total -Environmental Response Activities	\$ 619,172.00	\$ 619,172.00	
Total -Environmental Response Activities Contingency 15%	\$ 92,876	\$ 92,876	
Total -Environmental Response Activities	\$ 712,048	\$ 712,048	

Table 1 - Brownfield Eligible Activities -Mill Street - Northville Township, MI

Eligible Activities	Estimated Total Cost of Eligible Activities approved under Brownfield Plan	Act 381 Work Plan Estimated Total Developer TIF Reimbursable Activities	Completion/Season/Year
Brownfield Plan and Work Plan preparation			
Brownfield Plan/Act 381 Work Plan Preparation / Project Management	\$ 30,000.00	\$ 30,000.00	Fall 2023- Fall 2024
Act 381 Work Plan Implementation / Reimbursement Agreement and associated Project Management and Legal review	\$ 30,000.00	\$ 30,000.00	
Sub-Total Brownfield Plan & Act 381 Work Plan Preparation	\$ 60,000.00	\$ 60,000.00	
No Interest is being Requested			
Total Estimated Brownfield Activities approved in Brownfield Plan		\$ 1,736,491	\$ 1,736,491

ATTACHMENT D

Tax Increment Finance Tables

Tax Increment Revenue Capture Estimates
Mill Street Project
42975 Mill Street
Northville Township, Wayne County, Michigan
2024

Estimated Taxable Value (TV) Increase Rate 1%:

Plan Year		0	1	2	3	4	5	6	7	8	9	10	11	12	13
2023 Base YR of Plan	Calendar Year	2023-2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037
	*Base Taxable Value	\$ 207,500	\$ 207,500	\$ 207,500	\$ 207,500	\$ 207,500	\$ 207,500	\$ 207,500	\$ 207,500	\$ 207,500	\$ 207,500	\$ 207,500	\$ 207,500	\$ 207,500	\$ 207,500
	Estimated New TV	\$ -	\$ 3,307,500	\$ 3,340,575	\$ 3,373,981	\$ 3,407,721	\$ 3,441,798	\$ 3,476,216	\$ 3,510,978	\$ 3,546,088	\$ 3,581,549	\$ 3,617,364	\$ 3,653,538	\$ 3,690,073	\$ 3,726,974
Incremental Difference (New TV - Base TV)		\$ -	\$ 3,100,000	\$ 3,133,075	\$ 3,166,481	\$ 3,200,221	\$ 3,234,298	\$ 3,268,716	\$ 3,303,478	\$ 3,338,588	\$ 3,374,049	\$ 3,409,864	\$ 3,446,038	\$ 3,482,573	\$ 3,519,474

School Capture	Millage Rate	0	1	2	3	4	5	6	7	8	9	10	11	12	13
State Education Tax (SET)	6.0000	\$ -	\$ 18,600	\$ 18,798	\$ 18,999	\$ 19,201	\$ 19,406	\$ 19,612	\$ 19,821	\$ 20,032	\$ 20,244	\$ 20,459	\$ 20,676	\$ 20,895	\$ 21,117
School Operating Tax	18.0000	\$ -	\$ 55,800	\$ 56,395	\$ 56,997	\$ 57,604	\$ 58,217	\$ 58,837	\$ 59,463	\$ 60,095	\$ 60,733	\$ 61,378	\$ 62,029	\$ 62,686	\$ 63,351
School Total	24.0000	\$ -	\$ 74,400	\$ 75,194	\$ 75,996	\$ 76,805	\$ 77,623	\$ 78,449	\$ 79,283	\$ 80,126	\$ 80,977	\$ 81,837	\$ 82,705	\$ 83,582	\$ 84,467

Local Capture	Millage Rate	0	1	2	3	4	5	6	7	8	9	10	11	12	13
TWP Operating	0.7686	\$ -	\$ 2,383	\$ 2,408	\$ 2,434	\$ 2,460	\$ 2,486	\$ 2,512	\$ 2,539	\$ 2,566	\$ 2,593	\$ 2,621	\$ 2,649	\$ 2,677	\$ 2,705
NTVL Shools S Fund	0.9396	\$ -	\$ 2,913	\$ 2,944	\$ 2,975	\$ 3,007	\$ 3,039	\$ 3,071	\$ 3,104	\$ 3,137	\$ 3,170	\$ 3,204	\$ 3,238	\$ 3,272	\$ 3,307
Public Safety	6.4366	\$ -	\$ 19,953	\$ 20,166	\$ 20,381	\$ 20,599	\$ 20,818	\$ 21,039	\$ 21,263	\$ 21,489	\$ 21,717	\$ 21,948	\$ 22,181	\$ 22,416	\$ 22,653
LIBRARY	1.0975	\$ -	\$ 3,402	\$ 3,439	\$ 3,475	\$ 3,512	\$ 3,550	\$ 3,587	\$ 3,626	\$ 3,664	\$ 3,703	\$ 3,742	\$ 3,782	\$ 3,822	\$ 3,863
County Operating	6.5928	\$ -	\$ 20,438	\$ 20,656	\$ 20,876	\$ 21,098	\$ 21,323	\$ 21,550	\$ 21,779	\$ 22,011	\$ 22,244	\$ 22,481	\$ 22,719	\$ 22,960	\$ 23,203
Schoolcraft College	2.2700	\$ -	\$ 7,037	\$ 7,112	\$ 7,188	\$ 7,265	\$ 7,342	\$ 7,420	\$ 7,499	\$ 7,579	\$ 7,659	\$ 7,740	\$ 7,823	\$ 7,905	\$ 7,989
RESA Operating	0.0956	\$ -	\$ 296	\$ 300	\$ 303	\$ 306	\$ 309	\$ 312	\$ 316	\$ 319	\$ 323	\$ 326	\$ 329	\$ 333	\$ 336
RESA Enhanced	1.9876	\$ -	\$ 6,162	\$ 6,227	\$ 6,294	\$ 6,361	\$ 6,428	\$ 6,497	\$ 6,566	\$ 6,636	\$ 6,706	\$ 6,777	\$ 6,849	\$ 6,922	\$ 6,995
RESA/SPEC ED	3.3443	\$ -	\$ 10,367	\$ 10,478	\$ 10,590	\$ 10,702	\$ 10,816	\$ 10,932	\$ 11,048	\$ 11,165	\$ 11,284	\$ 11,404	\$ 11,525	\$ 11,647	\$ 11,770
Wayne County Parks	0.2442	\$ -	\$ 757	\$ 765	\$ 773	\$ 781	\$ 790	\$ 798	\$ 807	\$ 815	\$ 824	\$ 833	\$ 842	\$ 850	\$ 859
Shared Services	0.7561	\$ -	\$ 2,344	\$ 2,369	\$ 2,394	\$ 2,420	\$ 2,445	\$ 2,471	\$ 2,498	\$ 2,524	\$ 2,551	\$ 2,578	\$ 2,606	\$ 2,633	\$ 2,661
HCMA	0.2070	\$ -	\$ 642	\$ 649	\$ 655	\$ 662	\$ 669	\$ 677	\$ 684	\$ 691	\$ 698	\$ 706	\$ 713	\$ 721	\$ 729
Jails	0.9358	\$ -	\$ 2,901	\$ 2,932	\$ 2,963	\$ 2,995	\$ 3,027	\$ 3,059	\$ 3,091	\$ 3,124	\$ 3,157	\$ 3,191	\$ 3,225	\$ 3,259	\$ 3,294
Local Total	25.6757	\$ -	\$ 74,299	\$ 75,092	\$ 75,893	\$ 76,701	\$ 77,518	\$ 78,343	\$ 79,176	\$ 80,018	\$ 80,868	\$ 81,726	\$ 82,593	\$ 83,469	\$ 84,353

Non-Capturable Millages	Millage Rate	0	1	2	3	4	5	6	7	8	9	10	11	12	13
Property Bond	0.3500	\$ -	\$ 1,085	\$ 1,097	\$ 1,108	\$ 1,120	\$ 1,132	\$ 1,144	\$ 1,156	\$ 1,169	\$ 1,181	\$ 1,193	\$ 1,206	\$ 1,219	\$ 1,232
Zoo	0.0992	\$ -	\$ 308	\$ 311	\$ 314	\$ 317	\$ 321	\$ 324	\$ 328	\$ 331	\$ 335	\$ 338	\$ 342	\$ 345	\$ 349
School Debt	3.4000	\$ -	\$ 10,540	\$ 10,652	\$ 10,766	\$ 10,881	\$ 10,997	\$ 11,114	\$ 11,232	\$ 11,351	\$ 11,472	\$ 11,594	\$ 11,717	\$ 11,841	\$ 11,966
Art Institute	0.1986	\$ -	\$ 616	\$ 622	\$ 629	\$ 636	\$ 642	\$ 649	\$ 656	\$ 663	\$ 670	\$ 677	\$ 684	\$ 692	\$ 699
Total Non-Capturable Taxes	3.6978	\$ -	\$ 11,463	\$ 11,585	\$ 11,709	\$ 11,834	\$ 11,960	\$ 12,087	\$ 12,216	\$ 12,345	\$ 12,477	\$ 12,609	\$ 12,743	\$ 12,878	\$ 13,014

Total Millages	53.3735														
Total Brownfield Millages available for Tax Capture	49.6757														
Brownfield Plan Reimbursement Amount to Developer		\$ -	\$ 148,699	\$ 150,286	\$ 151,888	\$ 153,507	\$ 155,141	\$ 156,792	\$ 158,460	\$ 160,144	\$ 161,845	\$ 163,563	\$ 165,298	\$ 167,050	\$ 168,820

Tax Increment Revenue Capture Estimates
Mill Street Project
42975 Mill Street
Northville Township, Wayne County, Michigan
2024

Estimated Taxable Value (TV) Increase Rate 1%:

Plan Year		14	15	16	TOTAL
2023 Base YR of Plan	Calendar Year	2038	2039	2040	
	*Base Taxable Value	\$ 207,500	\$ 207,500	\$ 207,500	
	Estimated New TV	\$ 3,764,244	\$ 3,801,886	\$ 3,839,905	
	Incremental Difference (New TV - Base TV)	\$ 3,556,744	\$ 3,594,386	\$ 3,632,405	

School Capture	Millage Rate								
State Education Tax (SET)	6.0000	\$	21,340	\$	21,566	\$	21,794	\$	322,562
School Operating Tax	18.0000	\$	64,021	\$	64,699	\$	65,383	\$	967,687
School Total	24.0000	\$	85,362	\$	86,265	\$	87,178	\$	1,290,249

Local Capture	Millage Rate								
TWP Operating	0.7686	\$	2,734	\$	2,763	\$	2,792	\$	41,320
NTVL Shools S Fund	0.9396	\$	3,342	\$	3,377	\$	3,413	\$	50,513
Public Safety	6.4366	\$	22,893	\$	23,136	\$	23,380	\$	346,034
LIBRARY	1.0975	\$	3,904	\$	3,945	\$	3,987	\$	59,002
County Operating	6.5928	\$	23,449	\$	23,697	\$	23,948	\$	354,431
Schoolcraft College	2.2700	\$	8,074	\$	8,159	\$	8,246	\$	122,036
RESA Operating	0.0956	\$	340	\$	344	\$	347	\$	5,139
RESA Enhanced	1.9876	\$	7,069	\$	7,144	\$	7,220	\$	106,854
RESA/SPEC ED	3.3443	\$	11,895	\$	12,021	\$	12,148	\$	179,791
Wayne County Parks	0.2442	\$	869	\$	878	\$	887	\$	13,128
Shared Services	0.7561	\$	2,689	\$	2,718	\$	2,746	\$	40,648
HCMA	0.2070	\$	736	\$	744	\$	752	\$	11,128
Jails	0.9358	\$	3,328	\$	3,364	\$	3,399	\$	50,309
Local Total	25.6757	\$	85,246	\$	86,148	\$	87,060	\$	1,288,502

Non-Capturable Millages	Millage Rate								
Property Bond	0.3500	\$	1,245	\$	1,258	\$	1,271	\$	18,816
Zoo	0.0992	\$	353	\$	357	\$	360	\$	5,333
School Debt	3.4000	\$	12,093	\$	12,221	\$	12,350	\$	182,785
Art Institute	0.1986	\$	706	\$	714	\$	721	\$	10,677
Total Non-Capturable Taxes	3.6978	\$	13,152	\$	13,291	\$	13,432	\$	198,795
Total Millages	53.3735								
Total Brownfield Millages available for Tax Capture	49.6757								
Brownfield Plan Reimbursement Amount to Developer		\$	170,608	\$	172,414	\$	174,237	\$	2,578,751

Tax Increment Revenue Reimbursement Allocation Table
The Mill Street Project
42975 Mill Street
Northville Township, Wayne County, MI
2024

Developer Maximum Reimbursement	Proportionality	School & Local Taxes	Local-Only Taxes	Total
State	47.52%	\$ 825,181		\$ 825,181
Local	52.48%	\$ 911,310	\$ -	\$ 911,310
TOTAL				
MSF / EGLE	100%	\$ 1,736,491		\$ 1,736,491
Local only	0%		\$ -	\$ -

Estimated Total
Years of Plan Developer/LBRF: 12 YR + LBRF

Developer Total Estimated Tax Reimbursement	\$ 1,736,491
State Brownfield Redevelopment Fund Reimbursement	\$ 161,281
Northville Township Administrative Reimbursement	\$ 133,529
Northville Township LBRF Capture	\$ 638,516
Total:	\$ 2,669,818

2023 Base Yr of Plan	0 2023-2024	1 2025	2 2026	3 2027	4 2028	5 2029	6 2030	7 2031	8 2032	9 2033	10 2034	11 2035	12 2036	13 2037	14 2038	15 2039	16 2040
Total State Incremental Revenue		\$ 74,400	\$ 75,194	\$ 75,996	\$ 76,805	\$ 77,623	\$ 78,449	\$ 79,283	\$ 80,126	\$ 80,977	\$ 81,837	\$ 82,705	\$ 83,582	\$ 84,467	\$ 85,362	\$ 86,265	\$ 87,178
State Brownfield Redevelopment Fund (50% of SET)		\$ 9,300	\$ 9,399	\$ 9,499	\$ 9,601	\$ 9,703	\$ 9,806	\$ 9,910	\$ 10,016	\$ 10,122	\$ 10,230	\$ 10,338	\$ 10,448	\$ 10,558	\$ 10,670	\$ 10,783	\$ 10,897
State TIR Available for Reimbursement		\$ 65,100	\$ 65,795	\$ 66,496	\$ 67,205	\$ 67,920	\$ 68,643	\$ 69,373	\$ 70,110	\$ 70,855	\$ 71,607	\$ 72,367	\$ 73,134	\$ 73,909	\$ 74,692	\$ 75,482	\$ 76,281
Total Local Incremental Revenue		\$ 79,595	\$ 80,444	\$ 81,302	\$ 82,168	\$ 83,043	\$ 83,927	\$ 84,819	\$ 85,721	\$ 86,631	\$ 87,551	\$ 88,479	\$ 89,418	\$ 90,365	\$ 91,322	\$ 92,288	\$ 93,265
BRA/LBRF Administrative Fee (10%)*		\$ 7,700	\$ 7,782	\$ 7,865	\$ 7,949	\$ 8,033	\$ 8,119	\$ 8,205	\$ 8,292	\$ 8,380	\$ 8,469	\$ 8,559	\$ 8,650	\$ 8,742	\$ 8,834	\$ 8,928	\$ 9,022
Local TIR Available for Reimbursement		\$ 71,895	\$ 72,662	\$ 73,437	\$ 74,219	\$ 75,010	\$ 75,808	\$ 76,614	\$ 77,428	\$ 78,251	\$ 79,081	\$ 79,920	\$ 80,768	\$ 81,623	\$ 82,488	\$ 83,361	\$ 84,242
Total State & Local TIR Available		\$ -	\$ 136,995	\$ 138,457	\$ 139,933	\$ 141,424	\$ 142,930	\$ 144,451	\$ 145,987	\$ 147,539	\$ 149,106	\$ 150,688	\$ 152,287	\$ 153,902	\$ 155,532	\$ 157,179	\$ 158,843

DEVELOPER	Beginning Balance	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
DEVELOPER Reimbursement Balance	\$ 1,736,491	\$ 1,736,491	\$ 1,599,496	\$ 1,461,039	\$ 1,321,107	\$ 1,179,683	\$ 1,036,753	\$ 892,302	\$ 746,315	\$ 598,777	\$ 449,671	\$ 298,982	\$ 146,695					

EGLE Environmental Costs	\$ 1,736,491	\$ -	\$ 136,995	\$ 138,457	\$ 139,933	\$ 141,424	\$ 142,930	\$ 144,451	\$ 145,987	\$ 147,539	\$ 149,106	\$ 150,688	\$ 152,287	\$ 146,695				
State Tax Reimbursement		\$ -	\$ 65,100	\$ 65,795	\$ 66,496	\$ 67,205	\$ 67,920	\$ 68,643	\$ 69,373	\$ 70,110	\$ 70,855	\$ 71,607	\$ 72,367	\$ 69,710				
Local Tax Reimbursement		\$ -	\$ 71,895	\$ 72,662	\$ 73,437	\$ 74,219	\$ 75,010	\$ 75,808	\$ 76,614	\$ 77,428	\$ 78,251	\$ 79,081	\$ 79,920	\$ 76,986				
Total EGLE Reimbursement Balance		\$ 1,736,491	\$ 1,599,496	\$ 1,461,039	\$ 1,321,107	\$ 1,179,683	\$ 1,036,753	\$ 892,302	\$ 746,315	\$ 598,777	\$ 449,671	\$ 298,982	\$ 146,695	\$ -				

Total Annual Developer Reimbursement		\$ -	\$ 136,995	\$ 138,457	\$ 139,933	\$ 141,424	\$ 142,930	\$ 144,451	\$ 145,987	\$ 147,539	\$ 149,106	\$ 150,688	\$ 152,287	\$ 146,695				
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LOCAL BROWNFIELD REVOLVING FUND																		
LBRF Deposits **	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
State Tax Capture	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,657	\$ 73,909	\$ 74,692	\$ 75,482	\$ 76,281
Local Tax Capture	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,782	\$ 81,623	\$ 82,488	\$ 83,361	\$ 84,242
Total LBRF Capture (max is 5 full year)	\$ 638,516	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,439	\$ 155,532	\$ 157,179	\$ 158,843	\$ 160,523

** Up to five years of capture for LBRF Deposits after eligible activities are reimbursed. May be taken from EGLE & Local TIR only.

Tax Incremental Revenue Reimbursement Allocation Table
The Mill Street Project
 42975 Mill Street
 Northville Township, Wayne County, MI
 2024

2023 Base Yr of Plan	TOTAL
Total State Incremental Revenue	\$ 1,290,249
State Brownfield Redevelopment Fund (50%)	\$ 161,281
State TIR Available for Reimbursement	\$ 1,128,968
Total Local Incremental Revenue	\$ 1,380,336
BRA/LBRF Administrative Fee (10%)*	\$ 133,529
Local TIR Available for Reimbursement	\$ 1,246,806
Total State & Local TIR Available	\$ 2,375,007
DEVELOPER	
DEVELOPER Reimbursement Balance	\$ 1,736,491
EGL E Environmental Costs	\$ 1,736,491
State Tax Reimbursement	\$ 825,181
Local Tax Reimbursement	\$ 911,310
Total EGL E Reimbursement Balance	\$ -
Total Annual Developer Reimbursement	\$ 1,736,491
LOCAL BROWNFIELD REVOLVING FUND	
LBRF Deposits **	
State Tax Capture	\$ 303,020
Local Tax Capture	\$ 335,496
Total LBRF Capture (max is 5 full year)	\$ 638,516

** Up to five years of capture for LBRF Dep

ATTACHMENT E
Reimbursement Agreement

NORTHVILLE TOWNSHIP
BROWNFIELD REDEVELOPMENT AUTHORITY

REIMBURSEMENT AGREEMENT

This Brownfield Reimbursement Agreement ("Agreement") for the BROWNFIELD PLAN commonly known as the Mill Street Redevelopment located at 42975 Mill Street, Northville, MI 48168 is made on _____, ("Effective Date") between **Mill Street Storage, LLC**, (the "Owner") and the **Northville Township Brownfield Redevelopment Authority** (the "BRA"), a Michigan public body corporate.

PREMISES

- A. The Owner is engaged in the redevelopment of 42975 Mill Street, Northville, Mi 48168 commonly known as the Mill Street Redevelopment (the "Project" or "Development") to be located on the property described on the attached **Exhibit A** (the "Property").
- B. The BRA has been formed pursuant to Act 381, Public Acts of Michigan, 1996, MCL 125.2651 et seq. ("Act 381"), to promote the revitalization of contaminated, blighted, or functionally obsolete properties. The BRA has approved a Brownfield Plan (the "Brownfield Plan", attached as **Exhibit B**) that includes the Development, the Eligible Property, and the Eligible Activities.
- C. The BRA has determined in furtherance of its purposes and to accomplish its goals and Brownfield Plan to reimburse the cost of certain "Eligible Activities" as defined by Sec. 2(o) of Act 381, Public Acts of 1996, MCL 125.2652(o) within Eligible Property on the site and as described in the Brownfield Plan and Act 381 Work Plan as the same may be amended or supplemented.
- D. Pursuant to the Brownfield Plan and the Act 381 Work Plan, the BRA will capture 100% of the Tax Increment Revenues authorized by law to be captured from the levies imposed by taxing jurisdictions upon taxable property for the Eligible Property consistent with Act 381, as amended, and the Brownfield Plan approved by the BRA (the "Tax Increments"). Upon satisfaction of the conditions expressed in this Agreement, the BRA will use the Tax Increment Revenues as provided by law and as described in this Agreement.

In consideration of the premises and the mutual covenants contained in this Agreement, the Owner and the BRA hereby enter into this Agreement and covenant and agree as follows:

ARTICLE 1.

Section 1.1 Definitions. The following capitalized terms used in this Agreement shall have the following meanings, except to the extent the context in which they are used requires otherwise:

(a) “Act 381” means the Brownfield Redevelopment Financing Act (“BRA”), Act 381 of Michigan Public Acts of 1996, as amended, MCL 125.2651 et seq.

(b) “Act 381 Work Plan” means the Work Plan approved by the Michigan Department of Environment, Great Lakes and Energy (EGLE), as subsequently amended or supplemented.

(c) “Agreement” means this Reimbursement Agreement entered into between the BRA and the Owner.

(d) “Brownfield Plan” means the Brownfield Plan, as defined under Act 381, and originally adopted _____, as amended, and attached as **Exhibit B**.

(e) “Contractor” means any general or environmental contractor or subcontractor with whom the Owners contracts to complete work at the Eligible Property and/or Site.

(f) “Township” means the Charter Township of Northville, Michigan.

(g) “Development” means the site work, building rehabilitation, utilities, and equipment relating to the eligible property as described on attached **Exhibit A**.

(h) “Eligible Activities” means those response activities as defined by Sec. 2(o) of Act 381, Public Acts of 1996, as amended, MCL 125.2652(o), or approved by the Michigan Department of Environment, Great Lakes and Energy (EGLE) or the Michigan Strategic Fund (MSF) as part of the approved Act 381 Work Plan or MSF Work Plan.

(i) “Eligible Property” means the property as defined by Sec. 2(p) of Act 381, MCL 125.2652(p) upon which the Eligible Activities will be conducted.

(j) “Environmental Consultant” means any environmental consulting firm retained or hired by the Owner to fulfill all or part of its obligations under this Agreement, including the Eligible Activities set forth in the Act 381 Work Plan.

(k) “Event of Default” means the failure of performance or breach by a party to carry out its obligations under this Agreement or, with respect to a party, if any representation or warranty of such party was materially not accurate when made, and such obligation has not been performed or such representation or warranty corrected within 28 days after written notice thereof has been given by the other party. It also means any filing of bankruptcy or bankruptcy reorganization by the Owner.

(l) “BRA” means the Northville Township Brownfield Redevelopment Authority, established by the Township Board of Trustees on September 24, 1997, or its successors.

(m) “Indemnified Persons” means the Township, the BRA, and their members, officers, agents and employees.

(n) “Maximum Cost of Eligible Activities” means the BRA’s maximum obligation to pay for the Eligible Activities and not to exceed the amounts set forth in the approved Act 381 Work Plan, as amended or supplemented.

(o) “MSF Work Plan” means the site-specific Work Plan covering non-environmental Eligible Activities approved subsequent to this agreement by the MSF or BRA, as subsequently amended or supplemented.

(p) “Owner” means, Mill Street Storage LLC.

(q) “Property” means the real property located in the Charter Township of Northville, Wayne County and State of Michigan, as described in attached **Exhibit B**, if applicable, and made a part hereof.

(r) “Tax Increment Revenues or TIR” means tax increment revenues, as defined by Act 381, from all taxable real and personal property located on the Project Site during the life of the Brownfield Plan.

(s) “Transaction Costs” means BRA’s costs, expenses, and liabilities related to the authorization, execution, administration, oversight, fulfillment of the BRA’s obligations under this the Agreement, which such items shall include, but not be limited to, direct or indirect fees and expenses incurred as a result of the application; amendments to the Brownfield Plan; approvals of the Development, Brownfield Plan, Act 381 Work Plan and this Agreement, and any subsequent amendments; printing costs; costs of reproducing documents; filing and recording fees; counsel fees; financial expenses; insurance fees and expenses; administration and accounting for the loan proceeds and tax increments revenues; oversight and review; and all other costs, liabilities, or expenses, related to preparation and carrying out or enforcing the Brownfield Plan, the Act 381 Work Plan and this Agreement, or other related agreements with Owner, if any, and any other costs, charges, expenses, and professional and attorney fees in connection with the foregoing.

(t) “State Brownfield Redevelopment Fund” The state brownfield redevelopment fund captures 50% of the state education tax and is created as a revolving fund within the department of treasury to be administered as provided in this section. The state treasurer shall direct the investment of the state brownfield redevelopment fund. Money in the state brownfield redevelopment fund at the close of the fiscal year shall remain in the state brownfield redevelopment fund and shall not lapse to the general fund.

Section 1.2 Number and Gender. The definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine, and neuter forms.

ARTICLE 2.

COVENANTS OF THE OWNER

Section 2.1 Construction of Development. The Owner shall proceed with the development and the obligations under this Agreement at its discretion in accordance with the approved site plan. If it decides to do so, it shall proceed with due care and diligence and commence and complete the Eligible Activities and the Development in accordance with this Agreement, and in accordance with any applicable law, regulation, code and ordinance.

Section 2.2 Covenant to pay Financial Obligations. The Development will utilize the EGLE Loan funds and the Owner's own funds to pay for the eligible activities under the Brownfield Plan and receive reimbursement from the BRA (also referred to as the "Debt Obligation") to the extent of available Tax Increment Revenues for payment of the Eligible Activities including interest in accordance with the terms of this Agreement the Brownfield Plan, and the Act 381 Work Plan. The property Tax Increment Revenues captured bi-annually from the Property by the BRA shall then be reimbursed in the following order of priority:

- (a) First, the Tax Increment Revenues (TIR) will be applied to the BRAs administrative ("Transaction Costs") and/or local brownfield revolving fund (LBRF), and to the State Brownfield Redevelopment Fund;
- (b) Second, the TIR will be paid by the BRA to reimburse the Owner on a yearly basis for those approved Eligible Activities remaining following the requirements set forth in subsections (a), above, with the Owner receiving the balance remaining of TIR reimbursement on a yearly basis;
- (c) Third, once the Owners dept obligations are met, the remaining TIR capture shall fund the LBRF.

It is anticipated that there will be sufficient available Tax Increment Revenues to meet the obligations under this Agreement. However, if for any reason the Development does not result in sufficient revenues to satisfy such obligations, the Owner agrees and understands that it will have no claim or further recourse of any kind or nature against the BRA except from available captured Tax Increment Revenues, and if for any reason the Tax Increment Revenues are insufficient or there are none, then Owner assumes full responsibility for any such loss or cost.

It is expressly understood and agreed that the reimbursement by BRA is subject to the following conditions:

- (a) Approval by the EGLE and the BRA of (1) the Act 381 Work Plan, as amended or supplemented, or (2) of the Eligible Activity as qualifying for school tax capture; however, to the extent an Eligible Activity falls outside (1) or (2) of this subparagraph, then the Eligible Activity must be identified in the Work Plan, as amended, and approved by the BRA for local tax recapture to the extent authorized by Act 381.

- (b) The Owner shall provide proof of ownership of the Site if applicable, and shall provide the BRA with a list of any known potentially responsible party (PRP) for the contamination on the property, and shall have performed all of the covenants, obligations, terms and conditions to be performed by it pursuant to this Agreement and any Financing Agreement or other agreement with BRA, and all preconditions to the performance of the Owner shall have been satisfied.
- (c) Owner shall provide written proof of waivers of liens by any Environmental Consultant or any Contractor providing services as described in this Agreement.
- (d) Owner shall pay all real estate tax obligations when due, and will not challenge property assessments, special assessment, utility rates and fees, should the Owner wish to receive reimbursement under this Brownfield Plan.
- (e) BRA shall only be obligated to reimburse the Debt Obligation that has been reviewed and approved by the BRA. Approval of the application and subsequent approvals of brownfield plans, work plans, or any other determination of eligibility in no way guarantees or establishes a right to reimbursement of expenditures through tax increment financing prior to review or approval of invoices. Expenditures must be documented to be reasonable for Eligible Activities by submission of invoices and other appropriate documentation. Reimbursement shall only occur pursuant to the terms and conditions of this Agreement, as well as the policies and procedures of the BRA for review and approval of invoices. All invoices for any Eligible Activities on the Site must be submitted to the BRA for its review within twenty-four months from the date of the invoice, with the exception of the pre-approved activities as defined under the Act 381 Work Plan guidance document, amended as of August 2021, these can go back up to 12 months prior to the adoption of the Brownfield Plan. While the BRA may waive this requirement in its discretion for good cause shown, the BRA shall be under no obligation to reimburse any invoice for an Eligible Activity that is not submitted within such twenty-four-month period.

Section 2.3 Indemnification of Indemnified Persons.

- (a) The Owner shall defend, indemnify and hold the Indemnified Persons harmless from any loss, damages, costs, expense (including reasonable counsel fees) or liability of any nature due to any and all suits, actions, legal or administrative proceedings, demands or claims arising or resulting from the following:
 - (1) Any activity undertaken pursuant to this Agreement or from injuries to persons or property as a result of the construction, environmental remediation, ownership or operation, use or maintenance of the Development or Property.
 - (2) Any material acts or omissions, negligent or otherwise, of the Environmental Consultant and/or Contractors (as defined in Sec. 6.1) or their employees or agents in the performance of the work on the Property.

- (b) If any suit, action or proceeding is brought against any Indemnified Person, the Indemnified Person promptly shall give notice to the Owner and the Owner shall defend such Indemnified Person. In any such proceeding, the Indemnified Person shall cooperate with the Owner and the Owner shall have the right to settle, compromise, pay or defend against any such claim on behalf of such Indemnified Person, except that the Owner may not settle or compromise any claim if the effect of doing so would be to subject the Indemnified Person to criminal penalties, unless such Indemnified Person gives its consent. The Owner shall not be liable for payment or settlement of any such claim or proceeding made without its consent.
- (c) The Owner also shall indemnify the Indemnified Persons for all reasonable costs and expenses, including reasonable counsel fees, incurred in successfully enforcing or pursuing any obligation of or claim against the Owner or Owner's Environmental Consultant or Contractors under this Agreement or any related agreement. To the extent that the enforcement of such obligation or claim involves a claim against an Environmental Consultant or Contractor who performs work or services under the terms or within the scope of this Agreement, the Environmental Consultant's or Contractor's agreement with the Owner shall be deemed to be a third-party beneficiary contract in favor of the BRA or any Indemnified Persons.
- (d) The Owner shall assure that to the extent an Environmental Consultant or Contractor provides services toward completion of any Eligible Activities, at a minimum, the Environmental Consultant or Contractor shall provide to the BRA and the Township proof of insurance set forth in Sec. 6.12 of this Agreement.
- (e) The Owner shall obtain written acknowledgment that the Environmental Consultant or any Contractor could be liable to BRA for all damage, loss, injury or expense to the extent such person or entity's acts or omissions arising out of the performance of activities on the Property are actionable negligence or gross negligence, or constitute intentional misconduct; the Consultant or any Contractor shall be liable for contribution to BRA for any such damage, loss, injury or expense of a third party arising out of such activities, notwithstanding Sec. 20128 of the NREPA, MCL 324.20128, for releases aggravated or proximately caused by the Environmental Consultant or Contractor. This paragraph shall not affect any other liabilities or remedies of the BRA.
- (f) Notwithstanding any other provision of this Agreement, the Owner shall obtain their Environmental Consultant's and other Contractors' written agreements to defend, indemnify and hold harmless the Indemnified Persons against and from all liabilities, losses, damages, costs, expenses (including attorney fees), causes of action, suits, claims and demands for judgment, to the same extent as the Owner's indemnification provisions under this Section. This indemnity shall only apply to the Environmental Consultant's or Contractor's actions, and the Consultant or Contractor shall have no obligation to indemnify, defend or hold harmless the Indemnified Persons for any loss, liability, claim, damage, cost or expense arising out of, related to or resulting from any activities performed by other Environmental Consultants or Contractors on the Property.

- (g) The indemnity provisions shall survive the term of this Agreement.
- (h) Proof of insurance required in subparagraph (d), the written acknowledgment in subparagraph (e) and the written agreement(s) in subparagraph (f) shall be filed with the BRA before any work begins or before any reimbursement under the terms of this agreement.
- (i) A breach of the foregoing provisions of Sec. 2.3 at the option of BRA constitutes, or will result in, a breach of the Development Agreement.

Section 2.4 Site Access. The Owner shall grant the BRA and EGLE, or their designated agents, access to the Site to exercise their respective rights related to the purposes and pursuant to the terms of this Agreement. Site access shall include the right to perform any eligible activities by the BRA, as provided in the Brownfield Plan and Work Plan, in the BRA's discretion. The BRA shall give the Owner 24 hours written notice of its intent to access the site whenever possible. If notice cannot be given due to an emergency or any other unforeseen circumstance, the BRA shall give notice as is reasonable and practicable under the circumstances.

ARTICLE 3.

CONDITIONS PRECEDENT TO OWNER'S OBLIGATION

Section 3.1 Conditions Precedent to Owner's Obligations to Construct the Development. The obligations of Owner to complete Eligible Activities and construct the Development, as contemplated herein, are subject to the following conditions precedent which must be satisfied by the BRA as required herein, except as expressly provided in this Agreement or otherwise waived by the Owner:

- (a) No action, suit, proceeding or investigation shall be pending before any court, public board or body to which the Owner, the Township or the BRA is a party, or threatened against the Owner, the Township or the BRA contesting the validity or binding effect of this Agreement or the validity of the Brownfield Plan or Act 381 Work Plan, which could result in an adverse decision which would have one or more of the following effects:
 - (1) A material adverse effect upon the ability of the BRA to collect and use Tax Increment Revenues to repay its obligations under this Agreement and the Financing Agreement.
 - (2) A material adverse effect on the Owner's or the BRA's ability to comply with the obligations and terms of this Agreement, the Brownfield Plan, or the Act 381 Work Plan.
- (b) There shall have been no Event of Default by the BRA and no action or inaction by the BRA eventually which with the passage of time could become an Event of Default.

- (c) The BRA shall have performed all of the terms and conditions to be performed by it pursuant to this Agreement.

ARTICLE 4.

COVENANTS OF THE BRA

Section 4.1 Adoption of Plan. The BRA will prepare and submit the Act 381 Work Plan (and amendments as necessary) in accordance with Act 381 which will provide for the payment of transaction costs and reimbursement to the Owner of the Owner's Eligible Activity expenses that have been conducted, completed and approved in accordance with the scope and terms of this Agreement, Act 381, the Brownfield Plan, and any applicable Act 381 Work Plan, and approved by the BRA pursuant to its policies and procedures. These policies and procedures include, but are not limited to, the BRA's standards for local tax incremental financing eligibility.

Section 4.2 Completion of Eligible Activities. Upon the Owner's satisfactory completion of the Eligible Activities described in **Exhibit B**, as amended or supplemented, pursuant to this Agreement, and approved by EGLE and where applicable approved by the BRA, the BRA shall reimburse the Owner subject to and in accordance with the terms set forth in this Agreement. The Owner shall have sole responsibility to pay the Owner's Environmental Consultant and/or Contractors for completion of such Eligible Activities and provide written waiver of any liens. If the Owner incurs any expenses or costs for any activities other than the Eligible Activities or the costs exceed the Maximum Cost of Eligible Activities as set forth in the Brownfield Plan, the Act 381 Work Plan, or approval of the BRA, the Owner shall bear such costs without any obligation on the part of BRA. If the costs of Eligible Activities set forth in **Exhibit B**, as amended or supplemented, are less than such Maximum Cost, then the Owner shall have no further right of reimbursement beyond its actual costs.

Section 4.3 BRA or Contract Manager Oversight. The BRA may retain the services of a qualified contract manager to exercise oversight of the Owner and its Environmental Consultant and/or Contractors for purposes of assuring that the activities, invoices and accounting by the Owner are fair, reasonable, and constitute Eligible Activities within the meaning and scope of this Agreement, the Brownfield Plan, the Act 381 Work Plan, and Act 381. The Owner shall provide to the BRA Chairperson and the BRA's contract manager access to data, reports, sampling results, invoices, and related documents reasonably necessary to fulfill the exercise of such oversight. It is expressly understood that BRA has no right to control or to exercise any control over the actual services or performance by the Owner of the Eligible Activities, except as to assure that the Owner has met the conditions and requirements of this Agreement.

ARTICLE 5.

CONDITIONS PRECEDENT TO BRA'S OBLIGATIONS

Section 5.1 Conditions Precedent to BRA's obligation to reimburse Eligible Activities expenses for the Owner's Development

The obligations of the BRA to reimbursement of costs to the Owner for completion of Eligible Activities expenses as contemplated herein shall be subject to the following conditions precedent which must be satisfied by the Owner as required herein, except as expressly provided in this Agreement or otherwise waived in writing by the BRA. It is expressly agreed that the BRA makes or gives no assurance of payment to the Owner by the mere fact that an Eligible Activity or a dollar amount for such activity is identified in the Work Plan, or as hereafter supplemented or amended, and that its designated contract manager shall have the right to review and approve all written summaries of and invoices for Eligible Activities for the reasonableness of services performed by any Environmental Consultant under this Agreement. However, so long as an Eligible Activity by the Owner has been approved and is authorized by Act 381 and has been completed and approved in accordance with the following procedure and this Agreement, Owner shall be entitled to reimbursement of its Eligible Activities expenses.

- (a) Before commencing work on each stage of Eligible Activities and pursuant to the policies adopted by the BRA, the Owner or their designee will present a project budget for each stage to the BRA Chairperson at least two weeks prior to the next regular meeting of the BRA. The project budget will be submitted at each such stage of the Eligible Activities: BEA activities; due care 7(a) obligations; and additional response activities and, if applicable, lead and asbestos abatement, demolition, site preparation and infrastructure; and will contain detailed line item cost estimates.
- (b) The Owner shall submit invoices of its expenses and a written statement demonstrating a factual basis that it has completed any Eligible Activities to the BRA Chairperson, for preliminary review and approval, within 180 days of Owner's payment of invoice. Pursuant to Section 2.2, above, the BRA shall not have any obligation to reimburse any invoice that is submitted to the Authority later than one year after the original invoice date, unless this is a preapproved exempt activity, regardless of when payment on the invoice was made. The Owner shall submit invoices 30 days before the next regularly scheduled meeting of the BRA. Within 30 days of receipt of the invoice, the BRA Chairperson shall review the invoice to determine the reasonableness of the invoice and activity as eligible, and recommend approval or denial of the invoice, in part or in full, at a meeting of the BRA. In the event of an objection to the invoice, the BRA Chairperson will notify the Owner, and the Owner shall meet with the BRA Chairperson and resolve or cure the objection. If the BRA does not authorize payment on an invoice, then there shall be no obligation on the part of the BRA to pay the invoice.
- (c) No action, suit, proceeding or investigation shall be pending before any court, public board or body to which the Owner, the Township or the BRA is a party, or threatened against the Owner, the Township or the BRA contesting the validity or binding effect of this Agreement or the validity of the Brownfield Plan or which could result in an adverse decision which would have one or more of the following effects:

- (1) A material adverse effect upon the ability of the BRA to collect and use Tax Increments to pay the obligations.
 - (2) A material adverse effect upon the ability of the Owner to conduct Eligible Activities.
 - (3) Any other material adverse effect on the Owner's or the BRA's ability to comply with the obligations and terms of this Agreement, or the Brownfield Plan.
- (d) There shall have been no Event of Default by the Developer and no action or inaction by the Developer eventually which with the passage of time would likely become an Event of Default.
 - (e) The Developer shows it is owner of the Site or the Site is under land contract, and the Developer is not in default on any contract or other agreement relating to its ownership, development, or use of the Site.
 - (f) Proper approvals required under applicable federal and state laws or regulations, and local ordinances, codes or regulations for land uses and Development have been secured.
 - (g) The Developer has consent of any affected utility for relocation, burial or the activity to accomplish the Eligible Activities.
 - (h) The Developer retains an Environmental Consultant or Contractor to advise, conduct, or complete the Eligible Activities related to the Pay-As-You-Go obligations as set forth in this Agreement.
 - (i) There is no change in law which would have one or more of the effects described above.
 - (j) Any Tax Increment Revenues owed to a prior owner of the Site for Eligible Activities undertaken on the Site shall be paid to the prior owner of the Site pursuant to the policies and procedures of the BRA unless otherwise directed by written agreement between the prior owner and the Developer. The Developer has no right to any Tax Increment Revenues for any Eligible Activity undertaken on the Site prior to its purchase of the Site and approval of the Brownfield Plan.
 - (k) If for any reason the Developer is unable to obtain title to the site, the BRA is not obligated to perform any of the terms of this Agreement.
 - (l) During the term reimbursement, the Owners shall provide to the BRA an annual report of investment made; number of residential units; the amount, by square foot of new or rehabilitated residential, retail, commercial, or industrial space; and the number of new jobs created. The report for the preceding year shall be delivered to the BRA Chairperson no later than March 1 of each year.

ARTICLE 6.

OWNER'S ENVIRONMENTAL CONSULTANT OR THEIR CONTRACTOR RESPONSIBILITIES

Section 6.1 Eligible Activities and Due Care Obligation. The Owner covenants that it will contract with a competent and qualified Environmental Consultant(s) ("Environmental Consultant") and/or other competent and qualified contractors or subcontractors ("Contractors") to conduct and complete the Eligible Activities set forth in this Agreement and as set forth in the Act 381 Work Plan, as amended or supplemented, or the Brownfield Plan, as amended or supplemented, and to meet any due care obligation under Sec. 20107a, NREPA, MCL 324.20107a, in accordance with any EGLE requirements and approval. Each Environmental Consultant or Contractor hired by Owner shall be responsible for the activities that they perform on the Property, but the Environmental Consultant or Contractor shall not be liable for the actions of any persons performing work on the Property that are not performing work directly or indirectly for the Environmental Consultant or Contractor.

Section 6.2 Permits. The Environmental Consultant or Contractors shall examine all permits and licenses pertaining to the Site or Development to determine whether all permits and licenses required to be issued by any governmental authority on account of any or all of the activities on the Site or the Development have been obtained or issued and are in full force and effect, and whether the Site or the Development and the activities there are in compliance with the terms and conditions of such permits and licenses, but limited to only those Eligible Activities performed by Owner's Environmental Consultant or Contractors, and specifically excludes all other activities performed by other Environmental Consultants or Contractors performing activities retained by another third party.

Section 6.3 ASTM and Industry Standards. The Owner, Environmental Consultant, or Contractors shall perform all services and Eligible Activities under this Agreement in accordance with any applicable *ASTM* or other industry standards.

Section 6.4 Other Services Performed for Owner. It is expressly understood that BRA is not responsible for payment or reimbursement of any services for or expenses incurred by the Environmental Consultant and/or Owner that are not within the scope of or in accordance with all of the terms, conditions and provisions of this Agreement. This Agreement shall not be deemed or construed to create any rights to reimbursement or otherwise in the Environmental Consultant or Contractors, or any third parties; specifically, this Agreement shall not be construed to create any third-party beneficiary contract or claim.

Section 6.5 Regulatory Liaison and Data and Reports. If applicable, the Environmental Consultant or Contractors will provide communication services and attend meetings with the EGLE and MSF as it relates to those Eligible Activities performed by Owners Environmental Consultant or Contractors. Environmental Consultant or Contractor shall:

- (a) Submit reports and test results first to the Owner, and shall submit documents to BRA Chairperson within 5 days thereafter.

- (b) Make known the provisions of this subparagraph to all Environmental Consultants and Contractors, who shall be bound by the confidentiality provisions of this Agreement.
- (c) Submit any such written reports marked “DRAFT FOR DISCUSSION PURPOSES ONLY.” To the extent BRA or its designated agent reviews or receives a document marked “confidential,” it shall be kept confidential except as prohibited by the Freedom of Information Act or other law or regulation.
- (d) Disclose on request to BRA Chairperson all data, reports and test results generated by the Environmental Consultant or Contractors within the scope of this Development and Reimbursement Agreement, or in connection with the Development.

Section 6.6 Other Agreements. The Owner covenants that it will obtain a warranty from the Environmental Consultant or Contractor that it is not a party to any other existing or previous agreement which would adversely affect the Environmental Consultant’s or Contractor’s ability to perform the services with respect to the Eligible Activities.

Section 6.7 Contractors. If the Owner hires any Environmental Consultant or Contractor, or retains any person, firm or corporation to perform services related to Eligible Activities under this Agreement, the Owner shall first secure the written acknowledgment from such party that such party is not and shall not be or act as an agent or employee of the BRA, nor assume or create any duty, commitment or obligation on behalf of nor bind the BRA in any respect whatsoever. A copy of such written acknowledgment shall be provided to BRA.

Section 6.8 Non-Discrimination Clause. Neither the Owner, Environmental Consultant nor Contractor shall discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, or marital status. A breach of this provision may be regarded as a material breach of this Agreement.

Section 6.9 Independent Contractor. The Environmental Consultant and Contractors shall perform their services under this Agreement entirely as independent contractors, and shall not be deemed an agent, employee or legal representative of the BRA or the Township. The BRA, Township, Owner, Environmental Consultant and Contractors shall each have and maintain complete control over all their respective employees, agents and operators. Facts or knowledge of which the Environmental Consultant or Contractors become aware shall not be imputed to BRA without communication to and receipt by managerial officials or employees of BRA. The Environmental Consultant or Contractors have no authority to assume or create, and will not assume or create, any commitment or obligation on behalf of the BRA in any respect whatsoever. Further, the Environmental Consultant or Contractors shall exercise their independent judgment for the services provided in this Agreement.

Section 6.10 Disposal of Hazardous Waste. In the event that samples or other materials contain substances classified as “hazardous waste” under state or federal law, the Owner shall, under a manifest signed by the Owner or its agent, as the generator, have such samples transported for final

disposal to a location selected by the Owner or its Environmental Consultant or Contractors. It is expressly understood that the BRA has no oversight or other control or authority over the Owner's obligation to properly dispose of Hazardous Waste under the terms of this Section.

Section 6.11 Compliance With Laws. While on the Site or Development, the Owner, the Environmental Consultant, and the Contractors shall impose work orders on their employees, agents and subcontractors which are designed to assure that they comply with all applicable federal, state and local laws and regulations (including occupational safety and environmental protection statutes and regulations) in performing services under this Agreement, and shall comply with any directions of governmental agencies relating to site safety, security, traffic or other like matters.

Section 6.12 Environmental Consultant or Contractor Insurance. The Owner shall assure that the Environmental Consultant and Contractors performing any part of the Eligible Activities covered by this Agreement shall obtain and maintain the following policies of insurance:

- (a) Worker's Compensation Insurance in the amounts required under the laws of the State of Michigan;
- (b) Comprehensive General Liability and Automobile Insurance for bodily injury, death or loss or damage to property or third persons in the minimum amount of at least \$1 million per occurrence, which policy shall name the BRA and the Township as additional insured to the extent of the indemnity provided in Section 2.3.
- (c) Pollution or Environmental Impairment Insurance in the amount of at least \$ 1 million per occurrence.
- (d) As to the Environmental Consultant only, Professional Liability Insurance in the minimum amount of \$1 million per occurrence.
- (e) The Owner shall furnish to BRA a certified copy of such policies of insurance within 30 days of the date of the commencement of the Eligible Activities by such Environmental Consultant or Contractor, and the period of coverage shall commence with the date of performance of the first Eligible Activity by such insured person or entity. The limits of insurance shall not be construed as a limitation on the Environmental Consultant's or Contractor's liability for damages, costs or expenses under this Agreement.
- (f) Upon showing of no or minimal environmental impairment risk with respect to the activities to be performed by any specific contractor or sub-contractor, the Owner may request in writing a reduction of the amount of coverage in Section 6.12(b) to \$500,000; upon the same showing, the Owner may also request as to a specific Environmental Consultant or Contractor a waiver of the Environmental Impairment Insurance required by Section 6.12(c). The BRA will provide written documentation in the event it approves of such a request, which shall be treated as an amendment to this Agreement effective on the date of such written approval.

ARTICLE 7.

REPRESENTATIONS AND WARRANTIES

Section 7.1 Representations and Warranties of BRA. BRA represents and warrants to the Owner that:

- (a) BRA is a public body corporate, established pursuant to Act 381, with all necessary corporate powers pursuant to that Act to enter into and perform this Agreement.
- (b) The execution and delivery of this Agreement has been duly authorized by all requisite action on the part of the BRA, and this Agreement constitutes a valid and binding agreement of the BRA enforceable in accordance with its terms, except as enforce ability may be limited by bankruptcy, insolvency, fraudulent conveyance or other laws affecting creditors' rights generally, now existing or thereafter enacted, and by the application of general principles of equity, including those relating to equitable subordination.

Section 7.2 Representations and Warranties of the Owner. The Owner represents and warrants to the BRA that:

- (a) The Owner is a Michigan limited liability company with power under the laws of such state to carry on its business as now being conducted and has the power and authority to consummate the transactions contemplated under this agreement by the Owner.
- (b) The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all requisite action on the part of the Owner, and this Agreement constitutes a valid and binding agreement of the Owner in accordance with its terms, except as enforce ability may be limited by bankruptcy, insolvency, fraudulent conveyance or other laws affecting creditors' rights generally, now existing or hereafter enacted, and by the application of general principles of equity, including those relating to equitable subordination.
- (c) Except as part of the performance and completion of Eligible Activities under the terms of this Agreement, the Owner or its Contractors shall not use the Site for the storage, treatment or disposal of hazardous or toxic wastes of unaffiliated third parties and shall comply with all applicable federal, state and local laws, regulations, rules, ordinances, codes, decrees and orders in connection with any use of the Site, and shall obtain all necessary permits in connection therewith.
- (d) Owner warrants that it will comply with all obligations, covenants and conditions required of it or its agents or Contractors under the terms of this Agreement.
- (e) Owner shall comply with all due care obligations under Sec. 7a of Part 201 of the NREPA.

- (f) Owner has not made any misrepresentation of fact in the inducement or in the performance or administration of this Agreement.

ARTICLE 8.

OWNER FINANCIAL ASSURANCES

Section 8.1 Insurance. The Owner shall obtain and provide proof of the following current in-force insurance:

- (a) If applicable, Worker's Compensation in the amounts required under the laws of the State of Michigan;
- (b) Comprehensive General Liability, including Umbrella Liability Insurance for any such underlying liability, and Automobile Insurance for bodily injury, death or loss or damage to property of third persons in the minimum amount of \$2 million per occurrence.

The Owner shall furnish to BRA a certified copy of such policies within 14 days of the date of this Agreement and the period of coverage shall commence with the date of performance of the first Eligible Activity. BRA will review the certified policies within 14 days of their receipt to determine if the insurance requirements have been satisfied. If the policies do not fully cover the Owner's liability, including indemnity obligations, under this Agreement, then the BRA reserves its right to increase the amount of other financial assurances under Article 8 of this Agreement. The limits of insurance shall not be construed as a limitation on the Owner's liability for damages, costs or expenses under this Agreement.

Section 8.2 Deduction from Owner's Right to Reimbursement. The Owner grants the BRA the right to deduct or set off from any reimbursement obligation to Owner any Transaction Costs incurred by the BRA as a result of the successful enforcement of the terms of this agreement upon the occurrence of a breach of this Agreement or Event of Default by the Owner.

ARTICLE 9.

DEFAULT, REMEDIES, AND TERMINATION

Section 9.1 Remedies Upon Default. Upon the occurrence of an Event of Default, the non-defaulting party may terminate this agreement by giving written notice to the defaulting party, and the defaulting party shall have 28 days to cure the default. If the default is not cured within this time period, then the non-defaulting party shall have the right to terminate this Agreement or, at the election of such non-defaulting party, may obtain any form of relief permitted under this Agreement, and any applicable laws and court rules of the State of Michigan, including the right to seek a decree of specific performance of a court of competent jurisdiction. Any right or remedy provided by a specific provision of this Agreement shall be deemed cumulative to, and not

conditioned on, any other remedies upon default. The prevailing party shall be entitled to an award of reasonable costs and attorney fees.

Section 9.2 Tax Valuation and Payment of Tax Increment Revenue Shortfall. Owner and BRA have entered into this Agreement in reliance on certain assumptions about the increase in tax value of the Property that will be created by the Development, as contained in the Brownfield Plan approved on _____, attached as **Exhibit B**. Owner waives, to the full extent authorized by law, any right to appeal the tax valuation of the Property during the time that Tax Increment Revenues are being captured by the BRA to pay back any obligation pursuant to this Agreement. Owner further agrees that if there is a tax appeal of the valuation of all or any part of the Property during the time of TIR capture provided for in the Brownfield Plan and this Agreement, whether by Owner, a future tenant or any other future owner, Owner shall be responsible for paying BRA the difference between the anticipated TIR capture in **Exhibit B** and the actual TIR capture as a result of any reduction in the assessed value of all or part of the Property. This obligation may be assigned by written agreement between Owner and any future tenant or owner of the Property but only with prior approval by the BRA. A copy of such assignment shall be provided to the BRA.

ARTICLE 10.

MISCELLANEOUS

Section 10.1 Term. The term of this Agreement shall commence on the date first written above and shall expire upon payment in full of BRA's obligations under the Debt Obligation and shall not exceed the term of the Brownfield Plan.

Section 10.2 Sale or Transfer of Eligible Property or Site within the Brownfield Plan. Up until the Owner has satisfactorily completed its Eligible Activities and performed its obligations under the terms of this Agreement, the Owner shall not sell, convey, or transfer ownership of any portion of the eligible property to another owner to carry out the purposes and goals of the Brownfield Plan, or any existing Act 381 Work Plan, as described in this Agreement without the written approval of the BRA. The BRA, in its sole discretion, will determine whether an amendment to the Brownfield Plan is necessary. The proceeding does not prohibit the Owner from selling property or units within structures to third parties for the land uses as contemplated by the Development. This section shall not apply to: (a) assignments between governmental entities (b) assignments for financing required for the development; (c) the establishment of another entity which shall operate the premises for the infrastructure purposes.

The Owner waives the right to reimbursement for outstanding pay-as-you-go obligations, or any other reimbursement obligation of the BRA, to be paid through Tax Increment Revenues captured from the portion of the eligible property that is sold, conveyed, or transferred unless the Owner complies with the following:

- (a) The Owner provides the prospective transferee with written notice of the Act 381 Work Plan, the nature and extent of Eligible Activities performed by the Owner pursuant to the Brownfield Plan, and the extent of any outstanding obligation for

reimbursement for pay-as-you-go expenses from taxes to be captured from the property.

- (b) The Owner and the transferee enter into an Agreement subject to the approval by the BRA which shall not be unreasonably withheld, covering how the Tax Increment Revenues collected on the property shall be distributed between the Owner and the prospective purchaser for any outstanding obligations or future obligations for Eligible Activities on the property.
- (c) The Owner provides the BRA with copies of the written notice and the allocation agreement between the Owner and the transferee of the property prior to transfer of the property.

Section 10.3 Assignment. Neither this Agreement nor any of the rights or obligations contained within it may be assigned or otherwise transferred by the Owner, nor shall the benefits of this Agreement inure to the benefit of any trustee in bankruptcy, receiver or creditor of the Owner, whether by operation of law or otherwise, without the prior written consent of the BRA which will not be unreasonably withheld. Any attempt to assign or transfer this Agreement or any of its rights without such written consent shall be null and void and of no force or effect, and a breach of this Agreement.

Section 10.4 Notices. All notices, certificates or communications required by this Agreement to be given shall be in writing and shall be sufficiently given and shall be deemed delivered when personally served, or when received if mailed by registered or certified mail, postage prepaid, return receipt requested, addressed to the respective parties as follows:

If to BRA:

NORTHVILLE TOWNSHIP BROWNFIELD REDEVELOPMENT AUTHORITY,
a Michigan public authority and body corporate

Wendy Hillman
Finance and Budget Director
44405 Six Mile Road
Northville Township, MI 48168

By: _____
Print Name: _____
Its: _____

With copies to:

Township Board:
Supervisor Mark Abbo

Township Clerk:
Clerk Cynthia Jankowski

If to the Owner:

Mill Street Storage LLC
42 Watson Street
Detroit, MI 48201
Attn: Authorized Agent

With copies to:

Add

or to such other address as such party may specify by appropriate notice.

Section 10.5 Amendment and Waiver. No amendment or modification to or of this Agreement shall be binding upon any party hereto until such amendment or modification is reduced to writing and executed by all parties hereto. No waiver of any term of this Agreement shall be binding upon any party until such waiver is reduced to writing, executed by the party to be charged with such waiver, and delivered to the other parties hereto.

Section 10.6 Entire Agreement. This Agreement contains all agreements between the parties. There are no other representations, warranties, promises, agreements or understandings, oral, written or implied, among the parties, except to the extent reference is made thereto in this Agreement.

Section 10.7 Execution in Counterparts. This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.

Section 10.8 Captions. The captions and headings in this Agreement are for convenience only and in no way limit, define or describe the scope or intent of any provision of this Agreement.

Section 10.9 Applicable Law. This Agreement shall be governed in all respects, whether as to validity, construction, performance and otherwise, by the laws of the State of Michigan.

Section 10.10 Mutual Cooperation. Each party to this Agreement shall take all actions required of it by the terms of this Agreement as expeditiously as possible and shall cooperate to the fullest extent possible with the other parties to this Agreement and with any individual, entity or governmental agency involved in or with jurisdiction regarding the purposes of this Agreement. Each party to this Agreement shall execute and deliver all documents necessary to accomplish the purposes and intent of this Agreement, including, but not limited to, such documents or agreements as may be required by the Owner's lenders with respect to the Project to secure the Owner's financing from such lenders.

Section 10.11 Binding Effect. This Agreement shall be binding upon the parties hereto, and in the event of assignment under Sec. 10.3 upon their respective successors, transferees, and assigns. Owner shall provide written notice prior to transfer or assignment of Owner's interest to any subsequent purchaser and assign of the existence of this Agreement.

Section 10.12 No Waiver. No waiver by either party of any default by the other party in the performance of any portion of this Agreement shall operate or be construed as a waiver of any future default, whether like or different in character.

Section 10.13 Survival of Covenants. Except for the financial obligations, the covenants and provisions shall survive the term of this Agreement.

Section 10.14 No Third-Party Beneficiaries. This Agreement shall not be deemed or construed to create any rights to reimbursement or otherwise in the Environmental Consultant, Contractors, or any third parties. This Agreement shall not be construed to create any third party beneficiary contract or claim, and the parties intend there to be no third party beneficiaries.

Section 10.15 Disputes. The parties acknowledge and agree that any disputes arising under this Agreement shall be resolved by a court of competent jurisdiction sitting in Northville Township, Michigan.

Section 10.16 Digital Signatures. The Parties acknowledge and agree under the Uniform Electronic Transactions Act, MCL 450.832, et seq. that this Agreement may be executed with the electronic signature of any person authorized and required to sign on behalf of the Parties to this Agreement.

IN WITNESS WHEREOF, the BRA and the Owner have caused this Agreement to be duly executed and delivered as of the date first written above.

Owner: **Mill Street Storage LLC**
Add Address:
Add Authorized Agent

By:
Its:

NORTHVILLE TOWNSHIP BROWNFIELD
REDEVELOPMENT AUTHORITY

By:
Its: Chairman

Approved as to form:

By: Authorized agent
Its: Attorney

Brownfield Redevelopment Authority
Summary Spreadsheet
Request for Reimbursement Approval

Development Reimbursement Expenditures				Interest	Baseline Environmental Assessment Activities	Due Care Investigation	Lead and Asbestos Abatement	Demolition	Site Preparation	Infrastructure Improvements	WCLBFT Admin Fees	Brownfield plan/work plan preparation and review	Total
Invoice Date	Vendor	Invoice #	Previous Balance										
10/1/2014	REIS	1	Site work	\$ -	\$ -	\$ 194,242	\$ -	\$ -	\$ 1,545,439	\$ 3,990,920	\$ 132,660	\$ 75,000	\$ 5,938,261
8/23/2019	REIS	2	Borrow Pit	-	-	-	465,000.00	1,035,000.00	-	-	-	-	1,500,000.00
8/23/2019	REIS	3	Interest - Borrow Pit	38,956.89	-	-	-	-	-	-	-	-	38,956.89
9/22/2020	REIS	4	Interest	1,114,066.42	-	-	-	-	-	-	-	-	1,114,066.42
9/22/2020	REIS	5	Site work	-	-	-	-	-	884,311.00	3,269,113.00	-	-	4,153,424.00
			Less amount over \$10 million cap	-	-	-	-	-	-	(91,684.59)	-	-	(91,684.59)
Total Amount Requested				\$ 1,153,023.31	\$ -	\$ 194,241.78	\$ 465,000.00	\$ 1,035,000.00	\$ 2,429,749.89	\$ 7,168,348.33	\$ 132,660.00	\$ 75,000.00	\$ 12,653,023.31

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E (1) = \$ 10,000,000
E (2) = \$ 1,500,000.00

Invoice Date	Vendor	Invoice #	Date Invoice	Paid	Check #	Amount	Interest	Baseline Environmental Assessment Activities	Due Care Investigation	Lead and Asbestos Abatement	Demolition	Site Preparation	Infrastructure Improvements	WCLBFT Admin Fees	Brownfield plan/work plan preparation and review	total
10/1/2014	REIS	1	11/18/2014	118999		\$ 241,832.87	\$ -	\$ -	-(140,007.41)	\$ -	\$ -	\$ -	\$ -	-(101,825.46)	\$ -	-(241,832.87)
10/1/2014	REIS	1	4/3/2015	120269		160,177.86	-	-	-(54,234.37)	-	-	-(75,108.95)	-	-(30,834.54)	-	-(160,177.86)
10/1/2014	REIS	1	10/2/2015	122047		118,392.96	-	-	-	-	-	-(118,392.96)	-	-	-	-(118,392.96)
10/1/2014	REIS	1	11/27/2015	122556		20,000.00	-	-	-	-	-	-	-	-	-(20,000.00)	-(20,000.00)
10/1/2014	REIS	1	4/8/2016	123688		122,998.73	-	-	-	-	-	-(122,998.73)	-	-	-	-(122,998.73)
10/1/2014	REIS	1	10/7/2016	125278		149,523.29	-	-	-	-	-	-(149,523.29)	-	-	-	-(149,523.29)
10/1/2014	REIS	1	4/7/2017	126798		2,985.66	-	-	-	-	-	-(2,985.66)	-	-	-	-(2,985.66)
10/1/2014	REIS	1	4/7/2017	126798		189,079.49	-	-	-	-	-	-(189,079.49)	-	-	-	-(189,079.49)
10/1/2014	REIS	1	10/6/2017	128226		1,458.87	-	-	-	-	-	-(1,458.87)	-	-	-	-(1,458.87)
10/1/2014	REIS	1	10/6/2017	128226		198,749.59	-	-	-	-	-	-(198,749.59)	-	-	-	-(198,749.59)
10/1/2014	REIS	1	4/6/2018	129970		175,937.36	-	-	-	-	-	-(175,937.36)	-	-	-	-(175,937.36)
10/1/2014	REIS	1	4/6/2018	129970		3,752.00	-	-	-	-	-	-(3,752.00)	-	-	-	-(3,752.00)
10/1/2014	REIS	1	10/12/2018	132206		213,306.08	-	-	-	-	-	-(213,306.08)	-	-	-	-(213,306.08)
10/1/2014	REIS	1	3/27/2019	134141		2,170.06	-	-	-	-	-	-(2,170.06)	-	-	-	-(2,170.06)
10/1/2014	REIS	1	3/27/2019	134141		186,005.65	-	-	-	-	-	-(186,005.65)	-	-	-	-(186,005.65)
8/23/2019	REIS	2	8/30/2019	135765		1,538,956.89	-(38,956.87)	-	-	-(465,000.00)	-(1,035,000.00)	-	-	-	-	-(1,538,956.87)
10/1/2014	REIS	1	10/4/2019	136157		253,343.91	-	-	-	-	-	-(105,970.20)	-(147,373.71)	-	-	-(253,343.91)
10/1/2014	REIS	1	3/20/2020	138150		7,636.24	-	-	-	-	-	-	-(7,636.24)	-	-	-(7,636.24)
10/1/2014	REIS	1	3/20/2020	138150		209,321.85	-	-	-	-	-	-	-(209,321.85)	-	-	-(209,321.85)
10/1/2014	REIS	1	10/2/2020	139853		294,577.01	-	-	-	-	-	-	-(294,577.01)	-	-	-(294,577.01)
10/1/2014	REIS	1	4/6/2021	EFT 1578		241,086.25	-	-	-	-	-	-	-(241,086.25)	-	-	-(241,086.25)
10/1/2014	REIS	1	10/1/2021	EFT 1590		315,676.59	-	-	-	-	-	-	-(315,676.59)	-	-	-(315,676.59)
10/1/2014	REIS	1	3/28/2022	EFT 1636		277,741.98	-	-	-	-	-	-(277,741.98)	-	-	-	-(277,741.98)
10/1/2014	REIS	1	9/26/2022	EFT 1689		345,953.39	-	-	-	-	-	-(345,953.39)	-	-	-	-(345,953.39)
10/1/2014	REIS	1	3/28/2023	EFT 1740		301,461.07	-	-	-	-	-	-(260,615.63)	-(40,845.44)	-	-	-(301,461.07)
10/1/2014	REIS	1	9/26/2023	EFT 1801		347,607.66	-	-	-	-	-	-	-(347,607.66)	-	-	-(347,607.66)
10/1/2014	REIS	1	PENDING APPROVAL			310,746.31	-	-	-	-	-	-	-(255,746.31)	-	-(55,000.00)	-(310,746.31)
Reimbursement Payment - TIR						\$ 6,230,479.62	\$ (38,956.87)	\$ -	\$ (194,241.78)	\$ (465,000.00)	\$ (1,035,000.00)	\$ (2,429,749.89)	\$ (1,859,871.06)	\$ (132,660.00)	\$ (75,000.00)	\$ (6,230,479.60)
Difference						\$ 6,230,479.62	\$ 1,114,066.44	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,308,477.27	\$ -	\$ -	\$ 6,422,543.71

The DAR contemplates approval of reimbursement requests for eligible activities from the NBRA. To the extent submission is approved by the NBRA, \$310,746.31 is eligible for reimbursement to REIS as follows:

	Total 2023 Summer	Total 2023 Winter	Total Capture
Total Capturable Local	\$ 645.38	\$ 345,130.60	\$ 345,775.98
Total Capturable State	-	236,463.92	236,463.92
Total Capturable	645.38	581,594.52	582,239.90
Less: Local-only TIR from uncapping of ten-acre parcel (amout due to Township)	-	(35,029.67)	(35,029.67)
Less: Capturable State (amount due to Township)	-	(236,463.92)	(236,463.92)
Balance of local (amount due REIS)	\$ 645.38	\$ 310,100.93	\$ 310,746.31



BNY MELLON

BANKNEWY01

FIN-DR



The Bank of New York Mellon Trust Company, N.A.
Corporate Trust
500 Ross Street, Room 154-1000
Pittsburgh, PA 15262

Date: February 02, 2024
Loan#: CT2125769
RE : CHARTER TWP NORTHVILLE TAX BONDS

000133 XBNYMM01 000000
CHARTER TOWNSHIP OF NORTHVILLE
ATTN: FINACE DIRECTOR
44405 SIX MILE ROAD
NORTHVILLE, MI 48168

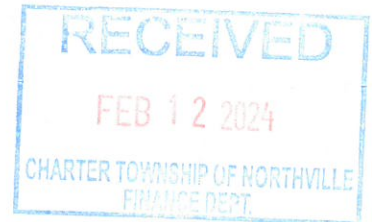


000133

Post Date: 3/1/2024
EFT Date: 3/8/2024

Please be advised that payment in the amount of \$307,983.75 is due on 04/01/2024 for CHARTER TOWNSHIP OF NORTHVILLE BROWNFIELD REDEVELOPMENT AUTHORITY, COUNTY OF WAYNE, STATE OF MICHIGAN, TAX INCREMENT BONDS, SERIES 2021. The bondholder payment date is 04/01/2024. The details of the amount due are

	Amount in Dollars(\$)
Principal	\$165,000.00 - 243-906-991.000
Interest	\$142,983.75 - 243-906.991.001
Total Amount Due	\$307,983.75



Refer to your governing docs for payment date rules

In order for us to ensure timely payments to Bondholders, funds must be sent in accordance with the instructions below.

If paying by wire, please include your account and loan number.

If paying by check, please include your account and loan number on your check.

For DTCC eligible issues: FAILURE TO COMPLY WITH THE DTCC SAME DAY FUNDS SETTLEMENT (SDFS) REQUIREMENTS MAY RESULT IN LATE PAYMENT TO HOLDERS, LATE FEES AND LOSS OF DTCC ELIGIBILITY.

If you are not in agreement with the information detailed on this bill, please contact Tushar Raut at (999)999-9999 or by email at tushar.a.raut@bnymellon.com.

-----PLEASE DETACH AND REMIT WITH CHECK PAYMENT-----

Payment Instructions:
Wire Payments must be received by BNY Mellon before 11:00 E.S.T. on 04/01/2024.
The Bank of New York Mellon
ABA#: 021000018
IMMS#: 5335268400
Loan Account#: CT2125769

Check Payment Address:
Check payments must be received by BNY Mellon 5 business days prior to 04/01/2024.
The Bank of New York Mellon Trust Company, N.A.
Debt Service Billing-Direct Pays
P.O. Box 392005
Pittsburgh, PA 15251-9005

Amount Due: \$307,983.75

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**Charter Township of Northville (NVT)
Brownfield Redevelopment Project
TIR Reimbursement Request**

Development Reimbursement Expenditures				Baseline Environmental Assessment Activities	Due Care Investigation	Lead and Asbestos Abatement	Demolition	Admin Fees	Accrued Interest	Total
Invoice Date	Vendor	Invoice #								
10/1/2019	Northville Township	1	Hospital Demolition Project	\$ -	\$ -	\$ 5,000,000.00	\$ -	\$ -	\$ -	\$ 5,000,000.00
10/1/2019	Northville Township	1	Accrued Interest on Unpaid Balance	-	-	-	-	-	265,603.44	265,603.44
Total Amount Requested				-	-	5,000,000.00	-	-	265,603.44	5,265,603.44

Invoice Date	Vendor	Invoice #	Date Invoice Paid	Check #	Amount	Baseline Environmental Assessment Activities	Pre-Plan Approval Environmental/Due Care Activities	Due Care Compliance Activities	Additional Response Activities	Admin Fees	Accrued Interest	Total
10/1/2019	Northville Township	1	10/9/2020	139938	\$ 487,518.89	-	-	(427,518.89)	-	-	(60,000.00)	(487,518.89)
10/1/2019	Northville Township	1	4/9/2021	141901	\$ 363,127.15	-	-	(319,688.58)	-	-	(43,438.57)	(363,127.15)
10/1/2019	Northville Township	1	10/1/2021	143746	\$ 604,089.89	-	-	(563,688.36)	-	-	(40,401.53)	(604,089.89)
10/1/2019	Northville Township	1	4/1/2022	145711	\$ 468,047.85	-	-	(442,224.12)	-	-	(25,823.73)	(468,047.85)
10/1/2019	Northville Township	1	9/26/2022	147689	\$ 774,492.79	-	-	(751,764.63)	-	-	(22,728.16)	(774,492.79)
10/1/2019	Northville Township	1	4/7/2023	149783	\$ 594,342.53	-	-	(553,173.13)	-	-	(41,169.40)	(594,342.53)
10/1/2019	Northville Township	1	9/29/2023	151657	\$ 897,009.72	-	-	(864,967.67)	-	-	(32,042.05)	(897,009.72)
10/1/2019	Northville Township	1	Pending Approval		\$ 682,662.04	-	-	(640,121.54)	-	-	(42,540.50)	(682,662.04)
Reimbursement Payment - TIR					\$ 4,871,290.86	\$ -	\$ -	\$ (4,563,146.92)	\$ -	\$ -	\$ (308,143.94)	\$ (4,871,290.86)
Balance Due NVT					\$ -	\$ -	\$ 436,853.08	\$ -	\$ -	\$ -	\$ (42,540.50)	\$ 394,312.58

The Brownfield Redevelopment Authority has committed to repay the Township \$5 million dollars from the proceeds of the sale of the Five Mile property for costs incurred with the Seven Mile Property demolition project.

	Total Summer 2023	Total Winter 2023	Total 2023
Total Capturable Local	\$ 4,008.48	\$ 597,282.01	\$ 601,290.49
Total Capturable State	2,449.04	79,826.51	82,275.55
Total Capturable	6,457.52	677,108.52	683,566.04
Less: Amount due State ^ 3 mills of SET	(904.00)	-	(904.00)
Balance of capture available to pay eligible expenses	\$ 5,553.52	\$ 677,108.52	\$ 682,662.04

**Master Tax Capture
Seven Mile Brownfield**

Ending Reserve at December 31, 2023				\$ 403,184.37
	Township State	Township Local - Uncapped	Developer Local	
Plus Tax Increment Revenue:				
2023 Winter	236,463.92	35,029.67	310,100.93	581,594.52
2024 Summer	-	-	-	-
2024 Summer rec'd after 9/18	-	-	-	-
				581,594.52
Less Developer Reimbursement:				
PY Accrual				645.38
2023 Winter				(310,100.93)
2024 Summer				-
				(309,455.55)
Less Township Reimbursement:				
PY Accrual				436.50
2023 Winter				-
2024 Summer				-
2025 Debt Service				-
				436.50
Less Debt Service Payments:				
Principle				(165,000.00)
Interest				(142,983.75)
Paying Agent Fee				-
				(307,983.75)
Ending Reserve at March 15, 2024				\$ 367,776.09

Charter Township of Northville
 Capital Projects Fund - Seven Mile Demolition
 As of March 15, 2024

Sale Proceeds	\$	12,000,000.00	
Premium / Underswriter's Discount		(82,156.75)	75 basis points
Net Sale Proceeds		11,917,843.25	<i>Close December 8, 2021</i>
 Closing Costs:			
Arizent	Notice of Sale	1,705.00	
Bendzinski	Municipal Advisor	38,800.00	
Miller Canfield	Bond Counsel	47,500.00	
S&P Global	Rating Call	21,250.00	
SOM	Filing Fee	1,000.00	
Digital Muni	Official Stmt	4,000.00	
		-	
Total Closing Costs		114,255.00	
 Beginning Bond Proceeds, Net of Closing Costs			
	\$	11,803,588.25	
 Interest Income			
		376,365.40	Michigan Class
 Demolition Costs:			
Fleis & Vandenbrink		(292,145.34)	Construction Management
BDN		(671,525.00)	Demolition Compliance
Asbestos Abatement Inc		(8,679,787.99)	Demolition
Total Demolition Costs, to date		(9,643,458.33)	
 Remaining Bond Proceeds as of March 15, 2024		 \$ 2,536,495.32	