

**GRAND HAVEN CHARTER TOWNSHIP, OTTAWA COUNTY, MICHIGAN**

**ACT 198 AGREEMENT**

This agreement is between Grand Haven Charter Township, a local governmental unit, whose address is 13300 – 168<sup>th</sup> Avenue, Grand Haven, Michigan 49417, and \_\_\_\_\_, a \_\_\_\_\_, hereinafter referred to as the “Applicant”, whose address is \_\_\_\_\_.

WHEREAS, Grand Haven Charter Township is willing to approve the granting of an Act 198 Exemption Certificate, pursuant to Michigan Public Act 198 of 1974, as amended;

AND WHEREAS, Michigan Public Act 334 of 1993 requires that an Applicant and a local unit of government enter into an agreement as a condition to the approval of an Exemption Certificate;

AND WHEREAS, Grand Haven Charter Township has established certain terms and conditions in order for an Exemption Certificate to be approved;

AND WHEREAS, the Applicant is willing to accept and be bound by such terms and conditions in order to receive an Exemption Certificate which will grant tax relief to the Applicant.

NOW THEREFORE, Grand Haven Charter Township and the Applicant agree as follows:

1. Exemption Certificate. Grand Haven Charter Township hereby approves of the granting of an Exemption Certificate by the State of Michigan in accordance with its resolution approving the same for an application received on \_\_\_\_\_, 20\_\_\_\_, with an estimated project cost of \$\_\_\_\_\_.

2. Terms and Conditions. The Applicant hereby agrees that in exchange for receiving such tax benefits as are permitted to holders of an Exemption Certificate that it shall be bound by the following terms and conditions during the time period the Exemption Certificate is in effect:

A. That all utility bills to Grand Haven Charter Township are paid within thirty (30) days of billing;

B. That all property tax bills are paid prior to such due dates after which interest would accrue;

C. That all assessments, fees, and/or charges which may be incurred or levied in the development of the property are paid without protest or challenge:

D. That the Applicant provide information periodically as requested by Grand Haven Charter Township (by survey) and permit Grand Haven Charter Township and its agents to inspect the property and records of the Applicant during the term of the Exemption Certificate so as to verify property values and employment levels;

E. That the Applicant maintain employment levels in Grand Haven Charter Township as proposed in its application; and,

F. That the Applicant abide by all ordinances and regulations of Grand Haven Charter Township, including but not limited to, not using the public right-of-way for storage or the unloading of vehicles, and complying with all setback requirements, site plan review restrictions and other Zoning Ordinance requirements, subject, however, to such exceptions as may be granted by the Board of Zoning Appeals or by a public body empowered to grant a legal exception to an ordinance or regulation of Grand Haven Charter Township;

G. The Applicant is at all times in compliance with all federal, state and local laws, regulations and ordinances concerning environmental matters.

H. The Applicant permits any employee who is a volunteer member of the fire department of Grand Haven Charter Township to leave work without penalty or forfeiture of pay at such time or times as a response is required by such employee to a matter being attended by the fire department.

3. Revocation Reservation. The fulfillment of the conditions of this agreement provided for in paragraph 2 is a purpose for which the Certificate of Exemption was approved by Grand Haven Charter Township, in addition to the purposes established by law. Failure to uphold these conditions will be considered to be operating the facility in bad faith in a manner not consistent with the purposes of Act 198 of the Public Acts of Michigan, 1974, amended, and will be considered to be circumstances within the control of the holder of the Exemption Certificate justifying the revocation of the Exemption Certificate.

The Township Board of Grand Haven Charter Township retains the right to revoke any Exemption Certificate for violation of any of the conditions stated in paragraph 2 above.

If the Applicant within three (3) years of commencing the operation after receiving an Industrial Facilities Exemption Certificate moves the operations outside of the Township, then all of the abated tax will be paid to the Township. If the operation leaves after three (3) years but before six (6) years expired, then one half of the abated tax will be returned. After six (6) years no penalty will be applied.

Likewise, if an Exemption Certificate is revoked for any of the reasons stated in paragraph 2, then the same repayment of tax schedule shall be applied as if the Applicant had moved its operations outside of the Township.

4. Effect. This agreement shall be binding upon the Grand Haven Charter Township and the Applicant, and upon their successors and assigns. This agreement shall be interpreted in accordance with the laws of the State of Michigan. Upon default, the other party shall be liable to the non-defaulting party for the reasonable attorney fees and court costs which may be incurred in enforcing a term or condition of this contract. This agreement represents the entire agreement of the parties, and replaces any prior oral, written or implied agreement of the parties. This agreement may only be amended upon the mutual written agreement of the parties.

In witness thereof on the dates hereinafter indicated:

Witness:  
\_\_\_\_\_

Applicant: \_\_\_\_\_

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

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

Date: \_\_\_\_\_

Witness:  
\_\_\_\_\_

Grand Haven Charter Township

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

Its: Clerk

Date: \_\_\_\_\_

GRAND HAVEN CHARTER TOWNSHIP, OTTAWA COUNTY, MICHIGAN  
ACT 198 INFORMATION SUMMARY

In order to properly process your application for an Industrial Facilities Exemption Certificate, the following information is requested:

Name of Applicant: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

1. SIC Number: \_\_\_\_\_
2. Type of Product(s): \_\_\_\_\_
3. Year of establishment of the business: \_\_\_\_\_
4. Number of years the business has been located in Grand Haven Charter Township:  
\_\_\_\_\_
5. If not in Grand Haven Charter Township, number of years in community where presently located: \_\_\_\_\_
6. Total employment in Grand Haven Charter Township:

	Current	Projected (Next 12 months)
Full-Time	_____	_____
Part-Time	_____	_____
Temporaries	_____	_____
TOTAL	_____	_____
7. Estimate of how many projected new jobs will be provided to residents of Grand Haven Charter Township: \_\_\_\_\_

8. Value of New Development, Expansion or Improvement:

Land Improvements: \$ \_\_\_\_\_

Building Improvements: \$ \_\_\_\_\_

Machinery & Equipment: \$ \_\_\_\_\_

Furniture & Fixtures: \$ \_\_\_\_\_

Other: (Please specify) \$ \_\_\_\_\_

TOTAL \$ \_\_\_\_\_

9. Will there be any special needs from the Township?

Police & fire protection: \_\_\_\_\_

Municipal Water & Sewer capacity: \_\_\_\_\_

Road improvements: \_\_\_\_\_

Others: \_\_\_\_\_

10. Please provide a list of all company's community involvement (i.e. United Way etc.)

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\_\_\_\_\_  
(Signature of Applicant)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date