

**AGENDA**  
**Huron-Clinton Metropolitan Authority**  
**Board of Commission Meeting**  
**January 8, 2015 – 10:30 a.m.**  
**Administrative Office**

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1. Chairman's Statement
2. Public Participation
3. Minutes – Dec. 11, 2014 Regular Meeting and Closed Session
4. Approval – January 8, 2015 Agenda

**Consent Agenda**

5. **Approval – January 8, 2014 Consent Agenda**
  - a. Purchases
    1. Maintenance Vehicles, Kensington and Lower Huron Metroparks (pg. 1)
    2. Sign Router, Kensington Metropark (pg. 3)
  - b. Approval – TIFA Exemptions
    1. City of Wyandotte Brownfield Redevelopment Authority (pg. 5)
  - c. Update – UST to AST Project, Hudson Mills Metropark (pg. 9)
  - d. Update – Water Slide Restoration and Repairs, Kensington Metropark (pg. 11)
  - e. Approval – Pollution Legal Liability 2015 - 2019 Policy Renewal (pg. 13)

**Regular Agenda**

6. Update – 2014 Capital and Major Maintenance Summary
7. Legislative Report
8. **Reports**
  - A. *Hudson Mills Metropark*
    1. Approval – Power Pedestal (pg. 49)
  - B. *Administrative Office*
    1. Update – Development Activities (pg. 51)
    2. Renewal – 2015 Property and Liability Insurance (pg. 53)
    3. Budget Reductions
      - a. Community Relations (pg. 55)
      - b. Corporate Counsel (pg. 57)
    4. Proposal – Outside General Counsel (pg. 59)
9. Staff Officer Update
10. Other Business
11. Commissioner Comments
12. Motion to Adjourn

The next regular Board of Commissioners meeting will take place:  
Thursday, Feb. 12, 2015 at **10:30 a.m.** at the Administrative Office Building





# HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners  
 From: Maria van Rooijen, Purchasing Agent  
 Project No: RFP-15-001 Macomb County Bid 12-07  
 Project Title: Maintenance Vehicles  
 Location: Kensington and Lower Huron Metroparks  
 Oakland and Wayne County  
 Date: December 26, 2014

## Action Requested: Motion to Approve

That the Board of Commissioners approve the purchase of (2) 2015 Ford F-150 trucks in the amount of \$52,256.00 from Signature Ford, Owosso, Michigan the low responsive, responsible bidder for Macomb County Vehicle Bid 12-047, as recommended by Maria van Rooijen, Purchasing Agent and staff.

**Scope of Work:** Furnish and deliver (2) Maintenance vehicles Ford F-150, 4 x 4, white.

**Background:** The replacement vehicles are 2004 and 2005 trucks with 130,000 and 115,000 miles respectively. The 2004 truck will be sold and the 2005 will be transferred to another area of the park.

Price comparison is done comparing state, local and counties police and/or vehicle cooperative contracts. Signature Ford has both a state and county vehicle contract.

<u>Vendor</u>	<u>Location</u>	<u>Price</u>
Signature Ford	Owosso	\$52,256.00





## HURON-CLINTON METROPOLITAN AUTHORITY

**To:** Board of Commissioners  
**From:** Maria van Rooijen, Purchasing Agent  
**Project No:** RFP-15-002  
**Project Title:** Sign Router  
**Location:** Kensington Metropark, Oakland County  
**Date:** December 26, 2014

### **Action Requested: Motion to Approve**

That the Board of Commissioners approve the purchase of one Ez Router sign maker in the amount of \$20,225.00 from Ez Router, Inc. Mineola, TX the low responsive, responsible bidder and funds will be transferred within the capital equipment budget to cover this purchase, as recommended by Maria van Rooijen, Purchasing Agent and staff.

**Scope of Work:** Furnish and deliver (one) Ez-Router sign maker, 4-foot x 14-foot, with router bits, computer and software.

**Background:** This item is not budgeted, however; it is needed to help with updating all the signs throughout the system with new logos. This machine will allow park staff to produce Metroparks entrance signs in-house which cost approximately \$4000 per sign.

<u>Vendor</u>	<u>Location</u>	<u>Price</u>
Ez Router, Inc.	Mineola, TX	\$20,225.00
Vision Engraving & Routing System	Phoenix, AZ	\$29,995.00
CaMaster	Cartersville, GA	\$49,995.00





# HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners  
From: Joseph Colaianne, Corporation Counsel  
Subject: Exemption of Taxes Subject to Capture  
Date: December 26, 2014

**Action Requested: Motion to Approve**

That the Board of Commissioners approve the attached resolution and direct staff to file the resolutions in accordance with the applicable statutes governing the tax increment authorities as recommended by Corporation Counsel Joseph Colaianne and staff.

**Attachments: Resolution**

1. City of Wyandotte Brownfield Redevelopment Authority - 3247/49 Biddle Avenue Project.





**HURON-CLINTON METROPOLITAN AUTHORITY  
13000 HIGH RIDGE DRIVE, BRIGHTON, MICHIGAN, 48114**

**Response to City of Wyandotte Brownfield Redevelopment Authority  
Proposed Brownfield Plan for the City of Wyandotte  
3247/49 Biddle Avenue Project**

**Resolution Exempting Ad Valorem Property Taxes**

Upon motion made by Commissioner \_\_\_\_\_

Supported by Commissioner \_\_\_\_\_

AT A MEETING OF THE BOARD OF COMMISSIONERS OF THE HURON-CLINTON METROPOLITAN AUTHORITY HELD ON JANUARY 8, 2015, THE BOARD ADOPTED A RESOLUTION:

WHEREAS, the Huron-Clinton Metropolitan Authority has experienced a significant loss in property tax revenue as taxable values have sharply declined;

WHEREAS, the Board of Commissioners of the Huron-Clinton Metropolitan Authority reserves the right to preserve and protect the Authority’s tax base across its five-county taxable region;

WHEREAS, the Board of Commissioners authorized staff to pursue tax exemption status under certain Tax Increment Financing plans to protect that tax base;

WHEREAS, Section 4 of Michigan Public Act 381 of 1996, as amended, (MCL 125.2654) provides that the “governing body of a taxing jurisdiction levying ad valorem property taxes that would otherwise be subject to capture may exempt its taxes from capture by adopting a resolution to that effect and filing a copy with the clerk of the municipality in which the qualified facility is located.”

NOW, THEREFORE, BE IT RESOLVED that the Huron-Clinton Metropolitan Authority claims full exemption status, exempting the ad valorem taxes that would otherwise be subject to capture, under the proposed City of Wyandotte Brownfield Redevelopment Authority proposed Brownfield Plan for the 3247/49 Biddle Avenue Project as detailed in the public hearing held on or about December 8, 2014.

The following aye votes were recorded:

The following nay votes were recorded:

I hereby certify that the above is a true and correct copy of the Resolution adopted by the Huron-Clinton Metropolitan Authority on Thursday, January 8, 2015.

\_\_\_\_\_  
Joseph W. Colaianne, Recording Secretary



**HURON-CLINTON METROPOLITAN AUTHORITY**

To: Board of Commissioners  
From: Mike Brahm-Henkel, Manager of Assets and Development  
Project No: 508-14P  
Project Title: Update – Service Yard AST Installation and UST Removal  
Project Type: Capital Improvement  
Location: Hudson Mills Metropark, Washtenaw County  
Date: December 26, 2014

**Action Requested: Motion to Receive and File**

That the Board of Commissioners receive and file the Service Yard AST Installation and UST Removal project update as recommended by Manager of Assets and Development, Mike Brahm-Henkel and staff.

**Fiscal Impact:** Additional Project Cost \$22,059.00.

**Background:** In order to achieve a clean close for the removal of the three existing underground fuel storage tanks at the Hudson Mills maintenance facility, it was necessary to remove an additional 251 cubic yards of contaminated soil, 351 cubic of earth excavation, 180 square yards of asphalt, and provide an additional 33 tons of aggregate, and 136 cubic yards of class II backfill material. A change order was written in the amount of \$22,059.00 and added to the original contract cost of \$107,349.00. Staff recognizes the amount is under the \$25,000.00 approval threshold as outlined by the current procurement policy as set forth by Board action on May 9, 2013, but wanted to provide the updated information to the Board on the additional cost to the project.





## HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners  
From: Mike Brahm-Henkel, Manager of Assets and Development  
Project No: 704-15F  
Project Title: Update – Water Slide Restoration and Repairs  
Project Type: Major Maintenance  
Location: Kensington Metropark, Oakland County  
Date: December 26, 2014

### **Action Requested: Motion to Receive and File**

That the Board of Commissioners receive and file the Water Slide Restoration and Repairs report as recommended by Manager of Assets and Development, Mike Brahm-Henkel and staff.

**Fiscal Impact:** Estimated Project Cost \$16,819.28. In the 2015 Major Maintenance budget for Kensington there is \$30,000.00 available for caulking and painting at various locations throughout the Park.

**Background:** At the end of the 2014 season and upon inspection of the existing water slides at the Splash and Blast at Kensington, work was identified that needs to be addressed before the 2015 season. The existing slides require descaling, refinishing, are in need of fiberglass repairs, have the joints caulked, and address an existing section that is starting to separate.

Staff contacted Slide Renu from Avon Lake, Ohio to provide a quote to do the repair and refinishing work. Slide Renu uses its own proprietary products which they formulate and manufacture. Staff has used their services at the Turtle Cove Facility on the small slides and has been extremely satisfied with their workmanship and the resulting color and finish.

Slide Renu's schedule for spring work is quickly filling up and staff has provided them with a letter requesting their services. While not required by the procurement policy, this item is brought to the Boards attention since the products are proprietary and are only available from a single source.



**HURON-CLINTON METROPOLITAN AUTHORITY**

To: Board of Commissioners  
From: Rebecca Franchock, Controller  
Subject: Pollution Legal Liability 2015 - 2019 Policy Renewal  
Date: December 26, 2014

**Action Requested: Motion to Approve**

That the Board of Commissioners approve renewal of the AIG Pollution Legal Liability Select (PLL Select) Policy for the period from January 1, 2015 through January 1, 2020 for the pre-paid premium amount of \$64,652.

**Background:** The Metroparks current Pollution Liability coverage, which is written on a five year basis, ends December 31, 2015. This \$5 million policy, written through AIG Insurance Company is quoted for the period from January 1, 2015 through January 1, 2020 at \$64,652; this is nearly the same rate as the 2010-2014 premium of \$63,849. Our agent was able to negotiate improved coverage under this premium to include third-party claims for non-owned locations and third-party claims resulting from the transportation of cargo. The Authority's long-term relationship, good environmental management practices and zero claims were helpful in premium negotiations.

This policy includes continuity back to January 15, 1996 and an indoor air quality retroactive date also back to January 15, 1996. In addition, all Metroparks above ground storage tanks are also covered under this policy.

It is anticipated there will also be a reduction in the cost of coverage through MMRMA as the current policy with them also includes coverage for Above-Ground Storage tanks. The amount of this savings was not yet available at the time of this report.







TIMOTHY JONES  
 1300 EAST 9TH STREET  
 SUITE 1400  
 CLEVELAND, OHIO 44114  
 Tel: 216-479-8906  
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 TIMOTHY.JONES@AIG.COM

December 18, 2014

MATT WOLF  
 WOLF-CHANDLER AGENCY LLC  
 32100 TELEGRAPH ROAD  
 STE 175  
 BINGHAM FARMS, MI 48025  
 Phone: 248-952-9500  
 Fax:  
 Email: matt@wolfchandler.com

**RE: HURON-CLINTON METROPOLITAN AUTHORITY**

13000 HIGH RIDGE DRIVE  
 BRIGHTON, MI 48116-8001

**POLLUTION LEGAL LIABILITY SELECT (PLL Select®)  
 POLICY NUMBER PLS 14553849**

Dear MATT:

**PLL Select** coverage is bound for the above-captioned account, for the location(s) listed in Section IV effective 12:01AM From: January 1, 2015 To: January 1, 2020. Coverage is bound using the COMMERCE AND INDUSTRY INSURANCE COMPANY, Form #104828 (05/14) and is bound for those coverage sections listed below in Section I.

**SECTION I - Coverages:**

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1. The following Coverage Sections are bound:

- Coverage A- **ON-SITE CLEAN-UP OF PRE-EXISTING CONDITIONS**
- Coverage B- **ON-SITE CLEAN-UP OF NEW CONDITIONS**
- Coverage C- **THIRD-PARTY CLAIMS FOR OFF-SITE CLEAN-UP RESULTING FROM PRE-EXISTING CONDITIONS**
- Coverage D- **THIRD-PARTY CLAIMS FOR OFF-SITE CLEAN-UP RESULTING FROM NEW CONDITIONS**
- Coverage E- **THIRD-PARTY CLAIMS FOR BODILY INJURY AND PROPERTY DAMAGE**
- Coverage F- **EMERGENCY RESPONSE COSTS**
- Coverage G- **THIRD-PARTY CLAIMS FOR NON-OWNED LOCATIONS**
- Coverage I- **THIRD-PARTY CLAIMS RESULTING FROM THE TRANSPORTATION OF CARGO**

2. The following coverages are bound:

Coverage Section	Deductible-Each Incident	Each Incident Limit	Coverage Section Aggregate Limit
A	\$100,000	\$5,000,000	\$5,000,000
B	\$100,000	\$5,000,000	\$5,000,000
C	\$100,000	\$5,000,000	\$5,000,000
D	\$100,000	\$5,000,000	\$5,000,000
E	\$100,000	\$5,000,000	\$5,000,000
G	\$100,000	\$5,000,000	\$5,000,000
H			
I	\$100,000	\$5,000,000	\$5,000,000
		*Business Interruption (\$) Limit	*Business Interruption Deductible
J			Days

Coverage F: Each Incident Limit: \$250,000

Coverage F: Aggregate Limit: \$1,000,000

Coverage F: Deductible: \$100,000

Policy Aggregate Limit: \$5,000,000

For multi-year policies, the limit of liability stated in the chart above is shared over the policy term indicated. The limit of liability is not an annual limit of liability and is therefore not reinstated each year within the policy term.

**SECTION II - Premium Information:**

Policy Premium: \$64,652

Commission %: 10.00%

Premium for Certified Acts of Terrorism Coverage: Not Applicable

**SECTION III - Policy Period and Retroactive and Continuity Dates:**

Policy Period: From: January 1, 2015 To: January 1, 2020

Continuity Date: JANUARY 15, 1996

Indoor Air Quality Retroactive Date: JANUARY 15, 1996

**Additional Information:**

**SECTION IV - Insured Property(ies):**

See attached Schedule of **Insured Properties**

**SECTION V - Policy Form Modifications:**

The COMMERCE AND INDUSTRY INSURANCE COMPANY, Form #104828 (05/14) Form will be modified as follows:

- Notice of Loss/Notice of Claim, Form#91968 (12/06)

- PLL Select 2010 C&I Declarations, Form#104832 (03/10)
- Michigan Amendatory Endorsement, Form#52149 (03/93)
- Cargo Coverage Endorsement, Form#105691 (06/10)
- Cov A and B - Amend To Incl Diminution In Value, Form#106500 (08/10)
- Known Conditions Excl With NFA Clause Endt, Form#105306 (04/10)
- Notice To Insured, Form#MNSCPT (12/14)
- Coverage I - New Conditions Only Endorsement, Form#105289 (04/10)
- Crisis Response And Crisis Management Endorsement, Form#109874 (09/11)
- Schedule Of Approved Crisis Management Firms Endor, Form#109876 (09/12)
- Pier Network Provider Deductible Reduction End, Form#113017 (10/12)
- Minimum Earned Premium Endorsement, Form#105334 (04/10)
- Terrorism Excl - All (Incl Cert Acts Of Terrorism), Form#97640 (03/08)

## **SECTION VI - Services:**

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At AIG, we enhance the coverage of every environmental insurance policy by giving insureds complimentary access to the following tools and programs proven to help manage environmental risk, mitigate environmental losses, and conduct loss control:

### **PIER (Pollution Incident and Environmental Response)<sup>®</sup>**

Policyholders have access to pre-screened crisis management specialists who respond in a timely manner to environmental incidents at pre-negotiated rates. Environmental insurance policyholders are automatically enrolled in this program.

### **Claims Expertise**

Our pollution claims operation, with 80+ claims specialists, is the largest in the industry.

### **RiskTool Advantage<sup>®</sup>**

The complimentary, web-based system brings together a myriad of information that a company needs to manage Environmental, Health and Safety (EH&S) programs in one virtual "reference desk."

### **Transportation Loss Control Programs**

We provide a number of transportation-related programs for insureds that reinforce positive driving behavior and potential improvements in loss reduction. These programs include preventive driving sessions and mock Department of Transportation audits.

### **Environmental Portal<sup>®</sup>**

Portal is secure, Internet-based system that allows our clients to track environmental insurance policies for multiple site portfolios.

AIG is committed to the achievement of effective risk management objectives for clients as well as providing them access to incident response assistance in the event of a pollution-release event.

**SECTION VII - Subject To:**

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The above binder confirmation is subject to the receipt and satisfactory review and acceptance of the following, **within 30 days of binding:**

- The original Signed AIG Pollution Legal Liability Application including all applicable attachments.
- AIG reserves the right to order an Environmental Risk Assessment, to be performed by an acceptable firm, during the policy period.
- Email notification indicating TRIA rejection, if Insured elects to decline TRIA coverage, prior to binding.

The policy will be issued by COMMERCE AND INDUSTRY INSURANCE COMPANY. The premium must be remitted to COMMERCE AND INDUSTRY INSURANCE COMPANY within 30 days of the effective date of the policy, or within 15 days of billing, whichever is later.

This binder contains an outline of coverage and does not include all the terms, conditions and exclusions of the policy that may be issued. The Policy contains the full and complete agreement with regards to coverage. Please review the policy thoroughly upon receipt and notify us promptly in writing if there are any questions.

**Please feel free to contact me with any questions. Thank you for choosing to place your business with AIG.**

Sincerely,

TIMOTHY JONES  
Senior Underwriter

## SECTION IV - SCHEDULE OF INSURED PROPERTIES

The following locations will be included as **Insured Properties**, subject to all of the terms and conditions of the Policy and any endorsements attached thereto.

### Insured Property(s):

- Huron-Clinton Metropolitan Authority  
13000 High Ridge Drive  
Brighton, MI 48116-
- Lake St. Clair Metropark  
31300 Metro Parkway  
Harrison Township, MI 48045-
- Kensington Metropark  
4570 Huron River Parkway  
Milford, MI 48380-
- Delhi Metropark  
3902 E. Delhi Rd.  
Ann Arbor, MI 48103-
- Dexter-Huron Metropark  
6535 Huron River Drive  
Dexter, MI 49130
- Lower Huron Metropark  
40151 East Huron River Drive  
Belleville, MI 48111
- Hudson Mills Metropark  
8801 N. Territorial Road  
Dexter, MI 48130
- Stony Creek Metropark  
4300 Main Park Rd.  
Shelby Township, MI 48316-
- Willow Metropark  
23200 S. Huron Road  
New Boston, MI 48164
- Oakwoods Metropark  
32911 Willow Road  
New Boston, MI 48164
- Lake Erie Metropark  
32481 W Jefferson  
Brownstown, MI 48173-
- Wolcott Mill Metropark  
65775 Wolcott Road  
Ray, MI 48096-
- Indian Springs  
5200 Indian Trail Rt #2  
White Lake, MI 48386-
- Huron Meadows Metropark  
8765 Hammel Rd  
Brighton, MI 48116-

POLICYHOLDER DISCLOSURE STATEMENT  
UNDER  
TERRORISM RISK INSURANCE ACT OF 2002

You are hereby notified that under the federal Terrorism Risk Insurance Act of 2002 (the "Act") effective November 26, 2002, you now have a right to purchase insurance coverage for losses arising out of an Act of Terrorism, which is defined in the Act as an act certified by the Secretary of the Treasury (i) to be an act of terrorism, (ii) to be a violent act or an act that is dangerous to (A) human life; (B) property or (C) infrastructure, (iii) to have resulted in damage within the United States, or outside of the United States in case of an air carrier or vessel or the premises of a U.S. mission and (iv) to have been committed by an individual or individuals acting on behalf of any foreign person or foreign interest, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. You should read the Act for a complete description of its coverage. The Secretary's decision to certify or not to certify an event as an Act of Terrorism and thus covered by this law is final and not subject to review. There is a \$100 billion dollar annual cap on all losses resulting from Acts of Terrorism above which no coverage will be provided under this policy and under the Act unless Congress makes some other determination.

For your information, if such coverage is purchased, coverage provided by the policy for losses caused by an Act of Terrorism may be partially reimbursed by the United States under a formula established by the Act. Under this formula the United States pays 90% of terrorism losses covered by this law exceeding a statutorily established deductible that must be met by the insurer, and which deductible is based on a percentage of the insurer's direct earned premiums for the year preceding the Act of Terrorism.

Coverage for Acts of Terrorism is not included in the policy referenced below as the insured has rejected the offer to purchase such insurance.

COMMERCE AND INDUSTRY INSURANCE COMPANY  
NAMED INSURED: HURON-CLINTON METROPOLITAN AUTHORITY  
POLICY #: PLS 14553849  
EFFECTIVE DATES: 01/01/2015 TO 01/01/2020

ENDORSEMENT No.

This endorsement, effective 12:01 AM:

Forms a part of policy no.: PLS

Issued to:

By:

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**MICHIGAN**  
**AMENDATORY ENDORSEMENT**

Wherever used in this endorsement: 1) "Insurer" shall mean the insurance company which issued this policy; and 2) "First Named Insured", shall mean the Named Corporation, Named Organization, Named Sponsor, Named Insured, or Insured stated in the Declarations page.

It is hereby agreed and understood that the cancellation condition is deleted and replaced by the following:

1. This policy may be cancelled at any time at the request of the First Named Insured, in which case the Insurer shall refund the excess of paid premium or assessment above the pro rata rates for the expired time.
2. This policy may be cancelled at any time by the Insurer by mailing to the First Named Insured at the First Named Insured's address last known to the Insurer or an authorized agent of the Insurer, with postage fully prepaid, not less than ten (10) days' written notice of cancellation with or without tender of the excess of paid premium or assessment above the pro rata premium for the expired time. The excess, if not tendered, shall be refunded on demand.
3. The minimum earned premium on any policy cancelled hereunder shall not be less than the pro rata premium for the expired time or \$25.00, whichever is greater.

All other terms and conditions remain unchanged.

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Authorized Representative  
or countersignature (where required by law)

ENDORSEMENT NO.

This endorsement, effective 12:01 AM,

Forms a part of Policy No:

Issued to:

By:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**CARGO COVERAGE ENDORSEMENT**

It is hereby agreed that Section **VIII. DEFINITIONS**, Paragraph **C. Cargo** is deleted in its entirety and replaced with the following:

- C. Cargo** means goods, products, or waste transported for delivery to or from an **Insured Property** by the **Named Insured** or by a carrier on behalf of the **Named Insured** provided the **Named Insured** or carrier is properly licensed to transport such goods, products, or waste.

All other terms, conditions, and exclusions shall remain the same.

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**AUTHORIZED REPRESENTATIVE**  
or countersignature (in states where applicable)



ENDORSEMENT NO.

This endorsement, effective 12:01 AM,

Forms a part of Policy No:

Issued to:

By:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**COVERAGES A AND B - AMENDMENT TO INCLUDE DIMINUTION IN VALUE ENDORSEMENT**

It is hereby agreed that:

1. Section I. **INSURING AGREEMENTS, 1. COVERAGES;** **COVERAGE A - ON-SITE CLEAN-UP OF PRE-EXISTING CONDITIONS** and **COVERAGE B - ON-SITE CLEAN-UP OF NEW CONDITIONS**, are deleted in their entirety and replaced with the following:

**COVERAGE A - ON-SITE CLEAN-UP OF PRE-EXISTING CONDITIONS AND DIMINUTION IN VALUE**

1. To pay on behalf of the **Insured**, **Clean-Up Costs** and **Diminution in Value** resulting from a **Pollution Condition** on or under the **Insured Property** that first commenced prior to the **Continuity Date** provided:
  - (a) A **Responsible Insured** first becomes aware of such **Pollution Condition** during the **Policy Period** and such **Pollution Condition** is reported to the Company in writing as soon as possible after such discovery and in any event during the **Policy Period** in accordance with Section III. of the Policy.
  - (b) Where required, such **Pollution Condition** has been reported to the appropriate governmental agency in substantial compliance with applicable **Environmental Laws** in effect as of the date of discovery.
2. To pay on behalf of the **Insured**, **Loss** that the **Insured** is legally obligated to pay as a result of a **Claim** for **Clean-Up Costs** resulting from a **Pollution Condition** on or under the **Insured Property**, which **Pollution Condition** first commenced prior to the **Continuity Date**, provided such **Claim** is first made against the **Insured** and reported to the Company in writing during the **Policy Period** in accordance with Section III. of the Policy, or during the **Extended Reporting Period** if applicable.

**COVERAGE B - ON-SITE CLEAN-UP OF NEW CONDITIONS AND DIMINUTION IN VALUE**

1. To pay on behalf of the **Insured**, **Clean-Up Costs** and **Diminution in Value** resulting from a **Pollution Condition** on or under the **Insured Property** that first commenced on or after the **Continuity Date**, provided:
  - (a) A **Responsible Insured** first becomes aware of such **Pollution Condition** during the **Policy Period** and such **Pollution Condition** is reported to the Company in writing as soon as possible after such discovery and in any event during the **Policy Period** in accordance with Section III. of the Policy.
  - (b) Where required, such **Pollution Condition** has been reported to the appropriate governmental agency in substantial compliance with applicable **Environmental Laws** in effect as of the date of discovery.
2. To pay on behalf of the **Insured**, **Loss** that the **Insured** is legally obligated to pay as a result of a **Claim** for **Clean-Up Costs** resulting from a **Pollution Condition** on or under the **Insured Property**, which **Pollution Condition** first commenced on or after the **Continuity Date**, provided such **Claim** is first made against the **Insured** and reported to the Company in writing during the **Policy Period** in accordance with Section III. of the Policy, or during the **Extended Reporting Period** if applicable.

2. Section **VIII. DEFINITIONS**, Paragraph **U. Loss**, is deleted in its entirety and replaced with the following:

**U. Loss** means, under the applicable Coverages:

1. Monetary awards or settlements of compensatory damages; where allowable by law, punitive, exemplary, or multiple damages; and civil fines, penalties, or assessments for **Bodily Injury or Property Damage**;
2. Costs, charges and expenses incurred in the defense, investigation or adjustment of **Claims** for such compensatory damages or punitive, exemplary or multiple damages, and civil fines, penalties or assessments, or for **Clean-Up Costs**;
3. **Clean-Up Costs**;
4. **Interruption Expenses**;
5. **Emergency Response Costs**; or
6. **Diminution in Value**.

3. The following are added to Section **VIII. DEFINITIONS**:

**Appraisal** means the valuation or estimation of value of real property by a competent, impartial and appropriately licensed real estate appraiser.

**Diminution in Value** means the difference between the **Fair Market Value** of the **Insured Property** on the date the **Remedial Plan** has been completed and approved, and the **Fair Market Value** of the **Insured Property** on that date had there been no **Pollution Condition**.

**Fair Market Value** means the price in cash that the **Insured Property** would have brought, if then offered for sale in the open market, in competition with similar properties at or near the location of the **Insured Property**, with a reasonable time allowed to find a purchaser. **Fair Market Value** shall be determined by an **Appraisal** and the cost of such **Appraisal** shall be borne by the **Insured**.

**Remedial Plan** means a plan to investigate, remove, treat, remediate or dispose of a **Pollution Condition** to the extent required by **Environmental Laws**. Such plan is deemed completed and approved when:

1. The governmental agency acting under authority of **Environmental Laws** with responsibility for overseeing the remediation of the **Pollution Condition** certifies in writing that the implementation of such plan is complete; or
2. If there is no governmental agency as described in 1. above, the **Insured**, with the Company's written consent, has determined that the **Insured Property** has been remediated to the extent required by **Environmental Laws**.

4. The following is added to Section **VI. CONDITIONS**:

**Dispute Over Diminution in Value** - In the event of a dispute between the **Insured** and the Company over the amount of the **Diminution in Value**, the **Diminution in Value** will be determined by **Appraisal** in accordance with the following:

The Company shall request its own **Appraisal**, and the appraiser who conducted the **Insured's** and Company's **Appraisal** shall state separately their determination of **Diminution in Value** and submit such determination to an umpire selected by such appraisers. If the appraisers cannot agree upon an umpire, either may request that selection be made by a judge of a court having appropriate jurisdiction. A decision agreed to by any two will be binding. Each party will:

**ENDORSEMENT NO.** (Continued)

1. Pay its chosen appraiser; and
2. Bear the expenses of the umpire equally.

In the event of a dispute over the amount of **Diminution in Value**, the Company shall retain its right to deny the claim.

All other terms, conditions, and exclusions shall remain the same.

---

**AUTHORIZED REPRESENTATIVE**  
or countersignature (in states where applicable)

**ENDORSEMENT NO.**

This endorsement, effective 12:01 AM,

Forms a part of Policy No:

Issued to:

By:

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**KNOWN CONDITIONS EXCLUSION WITH NO FURTHER ACTION CLAUSE ENDORSEMENT**

It is hereby agreed that the following is added to Section II. **EXCLUSIONS, 1. COMMON EXCLUSIONS - APPLICABLE TO ALL COVERAGES:**

**KNOWN CONDITIONS:**

Arising from a **Pollution Condition** due to or associated with current or past landfill use or any additives to or degradation by-products thereof, on, under or migrating from or through the **Insured Property(ies)**.

This Exclusion may be amended upon the receipt, satisfactory review and approval by the Company, in its sole discretion, of a Certificate of Closure, No Further Action Letter, or equivalent documentation issued by the Michigan Department of Environmental Quality.. In the event that this Exclusion is amended, the amended Exclusion shall in any event exclude **Clean-Up Costs** or **Loss** incurred or a **Claim** first made prior to the effective date of such amended Exclusion. Such amended Exclusion may also exclude a **Claim** first made after the effective date of such amended Exclusion for **Bodily Injury** or **Property Damage** that first arose prior to the effective date of such amended Exclusion. The amendment of this Exclusion shall not be effective until endorsed onto the Policy.

All other terms, conditions, and exclusions shall remain the same.

---

**AUTHORIZED REPRESENTATIVE**  
or countersignature (in states where applicable)

ENDORSEMENT NO.

This endorsement, effective 12:01 AM:

Forms a part of policy no.:

SPECIMEN

Issued to:

By:

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**NOTICE TO INSURED CONDITION ENDORSEMENT**

It is hereby agreed that Section VI. **CONDITIONS**, is amended by the addition of the following:

**Notice to the Insured** - "This policy is exempt from the filing requirements of §2236 of the insurance code of 1956, PA 218, MCL 500.2236."

All other terms, conditions and exclusions remain the same.

\_\_\_\_\_  
**Authorized Representative  
or countersignature (where required by law)**

ENDORSEMENT NO.  
SPECIMEN

This endorsement, effective 12:01 AM,

Forms a part of Policy No:

Issued to:

By:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**COVERAGE I - NEW CONDITIONS ONLY ENDORSEMENT**

It is hereby agreed that Section I. **INSURING AGREEMENTS, 1. COVERAGES;**, **COVERAGE I - THIRD-PARTY CLAIMS RESULTING FROM THE TRANSPORTATION OF CARGO** is deleted in its entirety and replaced with the following:

**COVERAGE I - THIRD-PARTY CLAIMS RESULTING FROM THE TRANSPORTATION OF CARGO**

To pay on behalf of the **Insured**, **Loss** that the **Insured** becomes legally obligated to pay as a result of a **Claim** for **Bodily Injury, Property Damage** or **Clean-up Costs** resulting from a **Pollution Condition** caused by **Transportation** of **Cargo** that first commenced on or after the **Continuity Date** shown below, provided such **Claim** is first made against the **Insured** and reported to the Company in writing during the **Policy Period**, or during the **Extended Reporting Period** if applicable. Provided, however, this Coverage shall not be utilized to evidence financial responsibility of any **Insured** under any federal, state, provincial or local law.

For the purposes of coverage provided by this Endorsement, the following **Continuity Date** applies to Coverage I:

**Continuity Date:** 1/1/2015

All other terms, conditions, and exclusions shall remain the same.

---

**AUTHORIZED REPRESENTATIVE**  
or countersignature (in states where applicable)

ENDORSEMENT NO.

This endorsement, effective 12:01 AM,

Forms a part of Policy No:

Issued to:

By:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**CRISIS RESPONSE<sup>®</sup> AND CRISIS MANAGEMENT ENDORSEMENT**

It is hereby agreed that:

1. The following is added to Section I. **INSURING AGREEMENTS, 1. COVERAGES:**

**CRISISRESPONSE<sup>®</sup> AND CRISIS MANAGEMENT**

1. **Advancement of CrisisResponse<sup>®</sup> Costs during a Crisis Management Event**

The Company will pay **CrisisResponse<sup>®</sup> Costs** on behalf of the **Insured** that may be associated with **Loss** covered by this Policy arising from a **Crisis Management Event** first commencing during the **Policy Period**.

The Company will advance **CrisisResponse<sup>®</sup> Costs** that may be associated with **Loss** covered by this Policy directly to third parties.

2. **Crisis Management Insurance**

The Company will pay **Crisis Management Loss** on behalf of the **Insured** arising from a **Crisis Management Event** first commencing during the **Policy Period**.

A **Crisis Management Event** shall first commence at the time during the **Policy Period** when a **Responsible Insured** first becomes aware of a **Pollution Condition** that gives rise to a **Crisis Management Event** and shall end at the earliest of the time when the Company determines that a crisis no longer exists or when the CrisisResponse<sup>®</sup> limit of insurance and/or the crisis management limit of insurance, whichever applies, as described in Section V. **LIMITS OF LIABILITY AND DEDUCTIBLE**, as amended by this Endorsement, has been exhausted.

3. Any advancement of **CrisisResponse<sup>®</sup> Costs** or payment of **Crisis Management Loss** that the Company makes under the coverage provided by this coverage section will not be a determination of the Company's obligations under this Policy, nor create any duty to defend any **Claim** under any other part of this Policy.

2. The following are added to Section VIII. **DEFINITIONS:**

**Crisis Management Event** means an event that in the good faith opinion of a **Responsible Insured**, in the absence of **Crisis Management Services**, has been associated with or may reasonably be associated with:

1. **Loss** covered by this Policy; and
2. Significant adverse regional or national news media coverage.

**Crisis Management Firm** means any public relations firm or crisis management firm approved by the Company that is hired by the **Insured** to perform **Crisis Management Services** in connection with a **Crisis Management Event**. Attached to and forming a part of this Policy is a Schedule of firms that have been pre-approved by the Company and may be hired by the **Insured** without further approval by the Company.

ENDORSEMENT NO. CONTINUED

**Crisis Management Loss** means the following amounts incurred during a **Crisis Management Event**:

1. Amounts for the reasonable and necessary fees and expenses incurred by a **Crisis Management Firm** in the performance of **Crisis Management Services** for the **Insured** solely arising from a covered **Crisis Management Event**; and
2. Amounts for reasonable and necessary printing, advertising, mailing of materials, or travel by the **Named Insured's** directors, officers, employees or agents or a **Crisis Management Firm** incurred at the direction of a **Crisis Management Firm**, solely arising from a covered **Crisis Management Event**.

**Crisis Management Services** means those services performed by a **Crisis Management Firm** in advising the **Insured** on minimizing potential harm to the **Insured** from a covered **Crisis Management Event** by maintaining and restoring public confidence in the **Insured**.

**CrisisResponse<sup>®</sup> Costs** means the following reasonable and necessary expenses incurred during a **Crisis Management Event** directly caused by a **Crisis Management Event**, provided that such expenses have been pre-approved by the Company and may be associated with **Loss** that would be covered by this Policy:

1. Medical expenses;
2. Funeral expenses;
3. Psychological counseling;
4. Travel expenses;
5. Temporary living expenses;
6. Expenses to secure the scene of a **Crisis Management Event**; and
7. Any other expenses pre-approved by the Company.

**CrisisResponse<sup>®</sup> Costs** does not include defense costs or **Crisis Management Loss**.

3. The following is added to the end of Section **V. LIMITS OF LIABILITY AND DEDUCTIBLE**, Paragraph **F. Deductible**:

**Crisisresponse<sup>®</sup> And Crisis Management**

Subject to Paragraphs V.A. through V.E. above, this Policy is to pay covered **CrisisResponse<sup>®</sup> Costs** and/or **Crisis Management Loss** in excess of the Deductible amount stated in Item 3. of the Declarations, up to but not exceeding the limits set forth in Paragraph V.A. above; provided that payment of Deductible amounts for **CrisisResponse<sup>®</sup> Costs** and/or **Crisis Management Loss** shall erode the Deductible amount applicable to that particular **Each Incident** for all other Coverages under this Policy.

The **Insured** shall promptly reimburse the Company for advancing any element of **Loss** falling within the Deductible.

4. The following is added to the end of Section **V. LIMITS OF LIABILITY AND DEDUCTIBLE**, Paragraph **A. Policy Aggregate Limit**:

The Company's total liability for all **CrisisResponse<sup>®</sup> Costs** and/or **Crisis Management Loss** shall not exceed \$250,000 combined, regardless of the number of **Crisis Management Events** first commencing during the **Policy Period**. The Company will have no obligation to advance **CrisisResponse<sup>®</sup> Costs** or to pay **Crisis Management Loss** from the earliest of the time when the Company determines that a **Crisis**



ENDORSEMENT NO. CONTINUED

**Management Event** has ended or when this \$250,000 limit of liability has been exhausted. **CrisisResponse**<sup>®</sup> Costs and/or **Crisis Management Loss** shall not be included as **Loss** and do not reduce the available Limit of Liability.

5. The following is added to Section III. **NOTICE REQUIREMENTS AND CLAIM PROVISIONS**, Paragraph A. **NOTICE OF A POLLUTION CONDITION, EMERGENCY RESPONSE COSTS, CLAIM OR AN INTERRUPTION:**

5. The **Insured** must report any **Crisis Management Event** to the Company within twenty-four (24) hours of the time that a **Responsible Insured** first becomes aware of a **Pollution Condition** that gives rise to a **Crisis Management Event** or as soon as practicable to be eligible for the advancement of **CrisisResponse**<sup>®</sup> Costs and the payment of **Crisis Management Loss**.

Notice of a **Crisis Management Event** may be given by calling 1-877-244-3100. If notice is given by telephone, written notice will be given as soon as practicable thereafter. Written notice should include:

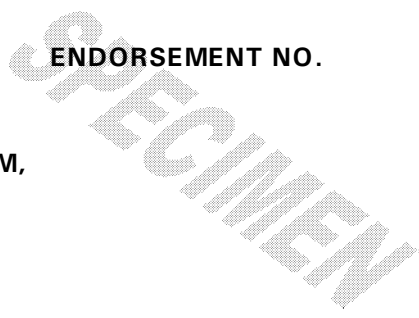
- a. How, when and where the **Crisis Management Event** is taking or took place;
  - b. The names and addresses of any injured persons and any witnesses; and
  - c. The nature and location of any injury or damage arising out of the **Crisis Management Event**.
6. There shall be no requirement that the **Insured** obtain prior written approval from the Company before incurring any **Crisis Management Loss**, provided that the **Crisis Management Firm** selected by the **Insured** to perform the **Crisis Management Services** has been approved by the Company. If the **Insured** chooses to retain a firm that does not appear in the Schedule attached to and forming a part of this Policy, the **Insured** must obtain the Company's consent, which shall remain in the Company's sole discretion, prior to retaining the services of such firm.
7. Any payments for **Crisis Management Loss** or advancement of **CrisisResponse**<sup>®</sup> Costs that the Company makes under this Policy:
- a. Shall not be deemed to be a determination of the insured's liability with respect to any **Claim** or **Loss** under the Policy; and
  - b. Shall not create any duty to defend any **Claim** or to investigate any **Claim** or **Pollution Condition** arising from a **Crisis Management Event**, nor any coverage obligations under this Policy.
8. If the Crisis Management Insurance provided by this Policy and any other insurance issued to the **Named Insured** by the Company or any of its affiliated companies shall apply to the same crisis the maximum limit of insurance under all insurance available shall not exceed the highest applicable limit of insurance available under any one policy or endorsement.
9. In the event of a dispute between the **Insured** and us as to whether a **Crisis Management Event** has occurred, the **Insured** may, at its own cost, retain the services of an approved **Crisis Management Firm** and/or advance **CrisisResponse**<sup>®</sup> Costs. Provided, however, if the **Insured** elects to retain an approved **Crisis Management Firm** or to advance **CrisisResponse**<sup>®</sup> Costs, the Company shall have no obligation to reimburse the **Insured** under this Policy for such costs or expenses. The right to reimbursement shall be arbitrated pursuant to the rules of the American Arbitration Association in New York, New York or in the state indicated in Item 1. of the Declarations of this Policy as the address of the **Named Insured**.

All other terms, conditions, and exclusions shall remain the same.

---

**AUTHORIZED REPRESENTATIVE**  
or countersignature (in states where applicable)

ENDORSEMENT NO.



This endorsement, effective 12:01 AM,

Forms a part of Policy No:

Issued to:

By:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**SCHEDULE OF APPROVED**  
**CRISIS MANAGEMENT FIRMS ENDORSEMENT**

It is hereby agreed that the following public relations and non-public relations firms are approved crisis response vendors and are added to Section VII. DEFINITIONS, Crisis Management Firm:

FIRM ADDRESS	CONTACT INFORMATION	EMERGENCY TELEPHONE	SERVICES OFFERED
<b><u>The Abernathy MacGregor Group, Inc.</u></b>			
501 Madison Ave. New York, NY 10022	<b>Rhonda Barnat</b> <b>Managing Director</b> (212) 371-5999 Office (917) 912-6378 Cell (212) 752-0723 Fax (646) 478-8740 Home <a href="mailto:rb@abmac.com">rb@abmac.com</a>	<b>(917) 912-6378</b>	Public Relations, Crisis Management services.  Serving clients in the US, UK, Germany, France, Italy, Switzerland, The Netherlands, Hong Kong, Spain, Latin America and China.
611 W. Sixth Street, Suite 1880 Los Angeles, CA 90017	<b>Ian D. Campbell</b> <b>Vice Chairman</b> (213) 630-6550 Office (213) 422-7958 Cell (213) 489-3443 Fax (818) 957-5650 Home (818) 541-0954 Home Fax <a href="mailto:idc@abmac.com">idc@abmac.com</a>	<b>(818) 750-4392</b> <b>(917) 940-3476</b>	
<b><u>Ann Barks Public Relations</u></b>			
896 Cross Gates Boulevard Slidell, LA 70461	<b>Ann W. Barks</b> <b>Owner</b> (985) 847-0750 Direct (985) 290-8304 Cell <a href="mailto:abarkspr@bellsouth.net">abarkspr@bellsouth.net</a>	<b>(985) 290-8304</b>	Public Relations, Crisis Management services.  Serving clients in the Gulf Coast region (Alabama, Florida, Georgia, Louisiana, Mississippi and Texas).

**Gladstone International, Inc.**

1278 Glenneyre St.  
Laguna Beach, CA  
92651

**Joan Gladstone** (949) 633-9900  
**President and CEO**  
(949) 475-6979 Office  
(949) 475-6978 Fax  
(949) 633-9900 Cell  
[jgladstone@gladstonepr.com](mailto:jgladstone@gladstonepr.com)

Public Relations,  
Crisis Management  
services, Media  
Training.  
Serving the  
Western US region.

**Bright Light Marketing Group**

1001 Bishop Street,  
Suite 900  
Honolulu, Hawaii  
96813-3429

**Charlene Lo Chan**  
Executive Vice President and Chief  
Operating Officer  
(808) 275-3007 Direct  
(808) 524-6441 Office  
(808) 781-7733 Cell  
(808) 524-8115 Fax  
[charlene@brightlightmarketing.com](mailto:charlene@brightlightmarketing.com)

Public Relations, Crisis  
Management services.

Serving clients in  
Hawaii, Japan,  
Taiwan, China,  
American Samoa,  
Samoa, Federated  
States of Micronesia,  
Guam, Mariana  
Islands, Saipan,  
Marshal Islands,  
Palau, Kiribati and  
South Korea.

**Dix & Eaton**

200 Public Square  
Suite 1400  
Cleveland, OH 44114-  
2316

**Matt Barkett** (216) 241-3073  
**Managing Director**  
(216) 241-3073 Direct  
(216) 241-0405 Office  
(216) 780-7800 Cell  
(216) 241-3073 Fax  
[mbarkett@dix-eaton.com](mailto:mbarkett@dix-eaton.com)

Public Relations,  
Crisis Management  
services.

Serving clients in the  
Great Lakes region  
and the Mid-West US.

**Gary Pratt**  
**Senior Vice President**  
(216) 241-4613 Direct  
(216) 241-0405 Office  
(440) 477-1278 Cell  
[gpratt@dix-eaton.com](mailto:gpratt@dix-eaton.com)

**O'Neil & Associates**

31 New Chardon St.  
Boston,  
Massachusetts 02114

**Andrew M. Paven** (866) 989-4321  
**Senior Vice President**  
(866) 989-4321 Toll Free  
(617) 646-1000 Office  
(617) 646-1290 Fax  
[apaven@oneillandassociates.com](mailto:apaven@oneillandassociates.com)

Public Relations, Crisis  
Management services.

Serving clients in the  
New England region.

**Edelman**

200 E. Randolph Street,  
63<sup>rd</sup> Floor  
Chicago, IL 60601

**Harlan Loeb** (866) 333-5911  
Executive Vice President  
(312) 240-2624 Direct  
(312) 240-3000 Office  
(312) 240-2900 Fax  
(312) 282-5632 Cell  
[harlan.loeb@edelman.com](mailto:harlan.loeb@edelman.com)

Public Relations,  
Crisis Management  
services.

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**Jenifer Giller**  
Senior Account Executive  
(312) 233-1272 Direct & Cell  
(312) 240-3000 Office  
(312) 240-2900 Fax  
[jenifer.giller@edelman.com](mailto:jenifer.giller@edelman.com)

**Fleishman-Hilliard International Communications, Inc.**

John Hancock Center  
200 East Randolph  
Street, 37<sup>th</sup> Floor  
Chicago, IL  
60601

**David Saltz** (312) 729-3630  
Senior Vice President and Partner  
(312) 751-3530 Direct  
(312) 751-8878 Office  
(312) 729-3630 Cell  
(312) 751-8191 Fax  
[david.saltz@fleishman.com](mailto:david.saltz@fleishman.com)

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**Rick Fox**  
Senior Vice President  
(617) 729-3734 Direct  
(312) 286-4983 Cell  
(312) 751-8191 Fax  
[rick.fox@fleishman.com](mailto:rick.fox@fleishman.com)

**Levick Strategic Communications, LLC**

1900 M Street NW  
Washington, D.C. 20036

**Gene Grabowski** (202) 270-6560  
Senior Vice President  
(202) 973-1351 Direct  
(202) 270-6560 Cell  
(202) 973-1301 Fax  
[ggrabowski@levick.com](mailto:ggrabowski@levick.com)

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**Jason Maloni**  
Senior Vice President  
(202) 973-1335 Direct  
(202) 834-9677 Cell  
[Jason.maloni@levick.com](mailto:Jason.maloni@levick.com)

**Marsh, Inc. (Reputational Risk & Crisis Management Group)**

1166 Avenue of the  
Americas  
New York, NY 10036

**Tracy Knippenburg Gillis** (877) 246-2774  
Managing Consultant  
(212) 345-3886 Direct  
(516) 661-0308 Cell  
(516) 536-5845 Other

Public Relations,  
Crisis Management  
services.

(212) 948-8638 Fax  
tracy.knippenburggillis@marsh.com

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345 California Street  
 Suite 1300  
 San Francisco,  
 California 94104

**Simon R. Baker**  
 Vice President  
 (415) 743-8648 Direct  
 (415) 367-5707 Cell  
simon.r.baker@marsh.com

**rbb Public Relations**

355 Alhambra Circle,  
 Suite 800  
 Miami, Florida 33134

**Bruce S. Rubin** (305) 807-2704  
 Senior Counselor  
 (305) 448-2640 Direct  
 (305) 807-2704 Cell  
 (305) 448-5027 Fax  
Bruce.rubin@rbbpr.com

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**Sard Verbinnen & Co.**

630 Third Avenue,  
 9<sup>th</sup> Floor  
 New York, NY 10017

**George Sard** (917) 750-4392  
 Chairman and CEO  
 (212) 687-8080 Office  
 (212) 687-8344 Fax  
gsard@sardverb.com

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475 Sansome Street,  
 Suite 1750  
 San Francisco, CA  
 94111

**Paul Kranhold**  
 Managing Director  
 (415) 618-8750 Office  
 (415) 568-9580 Fax  
pkranhold@sardverb.com

**Sitrick and Company, Inc.**

655 Third Avenue,  
 22<sup>nd</sup> Floor  
 New York, NY 10017

**Jeffrey S. Lloyd, Ph. D.** (310) 358-1011  
 Managing Director  
 (212) 660-6393 Direct  
 (212) 573-6100 Office  
 (310) 963-2850 Cell  
 (212) 573-6165 Fax  
jeff\_lloyd@sitrick.com

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1840 Century Park East,  
 Suite 800  
 Los Angeles, CA  
 90067

**Michael S. Sitrick**  
 Chairman and CEO  
 (310) 788-2850 Direct  
 (310) 788-2855 Fax  
mike\_sitrick@sitrick.com

**The Torrenzano Group**

The Lincoln Building  
60 East 42<sup>nd</sup> Street,  
Suite 2112  
New York, NY  
10165-2112

**Richard Torrenzano** (917) 539-4000  
**Chairman and CEO**  
(212) 681-1700 Ext. 111 Direct  
(212) 681-6961 Fax  
[richard@torrenzano.com](mailto:richard@torrenzano.com)

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**Edward A. Orgon**  
**Chairman and Chief Operating Officer**  
(212) 681-1700 Ext. 102 Direct  
(917) 539-4000 Cell  
(212) 681-6961 Fax  
[ed@torrenzano.com](mailto:ed@torrenzano.com)

**THE FOLLOWING NON-PUBLIC RELATIONS FIRMS ARE APPROVED CRISIS RESPONSE VENDORS**

FIRM ADDRESS	CONTACT INFORMATION	EMERGENCY TELEPHONE	SERVICES OFFERED
<b><u>Bill Tibbo &amp; Associates</u></b>			
411 Borland Court Newmarket, Ontario, L3X 1E4	<b>Bill Tibbo</b> <b>Corporate Clinical Consultant and Disaster Management Specialist</b> (888) 355-9788 Toll Free (416) 716-8057 Cell <a href="mailto:bill@billtibbo.com">bill@billtibbo.com</a>	(905) 868-4174	Psychological Counseling, Medical Case Management, Medical Cost Projection and Containment services.
	<b>Ross McPhail</b> <b>Vice President Operations</b> (905) 830-0291 Office (905) 868-4174 Cell <a href="mailto:ross@billtibbo.com">ross@billtibbo.com</a>		Serving clients in the US & Canada.
<b><u>Coventry Health Care, Inc.</u></b>			
3200 Highland Ave. Downers Grove, IL 60515	<b>Dr. Michael Lacroix</b> (914) 223-4463 Cell (786) 513-7690 Fax <a href="mailto:jxlacroix@cvty.com">jxlacroix@cvty.com</a>	(888) 552-5378	Psychological Counseling, Medical Case Management, Medical Cost Projection and Containment services.
			Serving clients in the US.

**Lombardi Associates**

277 Fairfield Road,  
Suite 305A  
Fairfield, NJ 07004

**Anthony Nastasi** (877) 715-2440  
**National Director of Client Services**  
 (973) 271-8928 Direct  
 (800) 550-0095 Office  
 (310) 552-9052 Fax  
[anthony.nastasi@lombardiassociates.com](mailto:anthony.nastasi@lombardiassociates.com)

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**Jennifer Wolfe**  
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Suite 215  
Newark, Delaware  
19702

**Gail Oliver** (800) 621-5410  
**Vice President**  
 (302) 838-1684 Direct  
 (302) 521-4985 Cell  
 (302) 838-1685 Fax  
[goliverg@cl-na.com](mailto:goliverg@cl-na.com)

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**T. J. Russo Consultants**

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Suite X  
Williston Park, NY  
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**Michael W. Russo** (516) 456-3900  
**Senior Consultant**  
 (516) 294-8644 Ext. 15 Direct  
 (516) 456-3900 After Hours  
 (516) 747-1009 Fax  
 (516) 456-3900 Cell  
[mwrusso123@aol.com](mailto:mwrusso123@aol.com)

Fire Investigation  
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services.

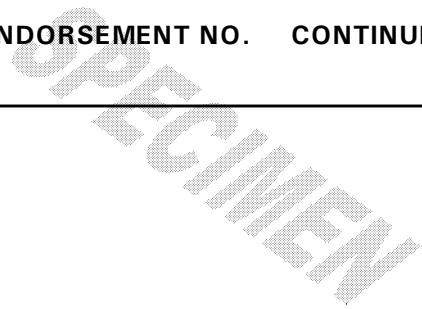
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**D.A.R., Inc.**

4 Iris Drive  
Scarborough, Maine  
04074

**David W. Hunt** (207) 415-0735  
**Founder and President**  
 (207) 415-0735 Direct  
 (207) 883-0493 Home  
 (207) 883-2436 Fax  
[dhunt12348@aol.com](mailto:dhunt12348@aol.com)

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services.



**Lanny J. Davis & Associates, LLC**

600 13<sup>th</sup> Street, NW  
Suite 600  
Washington, DC 20005

**Lanny J. Davis**  
**Attorney at Law**  
**(202) 756-8211**  
**(202) 737-1141 Fax**  
**ldavis@lannyjdavis.com**

**Maddie Melendez**  
**Assistant**  
**(202) 756- 8293**  
**mmelendez@lannyjdavis.com**

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**Meagher & Geer, P.L.L.P.**

33 S. Sixth Street,  
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**Russell D. Melton** (612) 347-9118  
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**Thomas M. Keane**  
**Director of Strategic Business**  
**Initiatives, Litigation Practice**  
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All other terms, conditions, and exclusions shall remain the same.

**AUTHORIZED REPRESENTATIVE**  
or countersignature (in states where applicable)



ENDORSEMENT NO.

This endorsement, effective 12:01 AM,

Forms a part of Policy No: PLS

Issued to:

By:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PIER NETWORK PROVIDER DEDUCTIBLE REDUCTION ENDORSEMENT**

It is hereby agreed that:

1. The following is added to Section **V. LIMITS OF LIABILITY AND DEDUCTIBLE**, Paragraph **F. Deductible**, Subparagraph 1. Coverages A through I:

If the **Named Insured** utilizes a **PIER Network Provider** in response to an incident which results in **Emergency Response Costs** covered under Coverage F, and such **Emergency Response Costs** are incurred by a **PIER Network Provider**, the **Named Insured's** Deductible obligation shall be reduced by 50% subject to a maximum reduction of \$25,000, and such reduced Deductible amount shall apply among all the coverage sections applicable to the **Loss** for **Each Incident**. In order for this Deductible reduction to apply, the **Named Insured** must provide proof of use of a **PIER Network Provider** including, at a minimum, a copy of the executed written contract between the **PIER Network Provider** and the **Named Insured** and a copy of the invoice(s) for such services which have been rendered under the aforementioned executed written contract in response to **Emergency Response Costs**. This provision does not alter the **Insured's** reporting obligations under Section **III.** of the Policy.

2. The following is added to Section **VIII. DEFINITIONS**:

**PIER Network Provider** means an environmental or emergency response contractor that is a member of the Company's PIER (Pollution Incident and Environmental Response)<sup>®</sup> program.

All other terms, conditions, and exclusions shall remain the same.

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**AUTHORIZED REPRESENTATIVE**  
or countersignature (in states where applicable)

ENDORSEMENT NO.

REPLACEMENT

This endorsement, effective 12:01 AM,

Forms a part of Policy No:

Issued to:

By:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**MINIMUM EARNED PREMIUM ENDORSEMENT**

It is hereby agreed that:

1. The following minimum earned premiums apply:

<b>Inception Date:</b>	Minimum Earned Premium	25%
End Of Year 1	Minimum Earned Premium	61%
End Of Year 2	Minimum Earned Premium	84%
End Of Year 3	Minimum Earned Premium	100%

2. Section **VI. CONDITIONS**, Paragraph **G. Cancellation** is deleted in its entirety and replaced with the following:

**G. Cancellation** - This Policy may be cancelled by the **Named Insured** by surrender thereof to the Company or any of its authorized agents or by mailing to the Company written notice stating when thereafter the cancellation shall be effective. This Policy may be cancelled by the Company only for the reasons stated below by mailing to the **Named Insured** at the address shown in the Policy, written notice stating when not less than ninety (90) days (ten (10) days for nonpayment of premium) thereafter such cancellation shall be effective. Proof of mailing of such notice shall be sufficient proof of notice.

1. Material misrepresentation by the **Insured**.

2. The **Insured's** failure to comply with the material terms, conditions or contractual obligations under this Policy, including failure to pay any premium or Deductible when due. However, the **Insured** shall have the ability, within the first thirty (30) days (ten (10) days for non-payment of premium) of the ninety (90) day notice period stated above, to cure such failure to comply with the material terms, conditions or contractual obligations. The determination of whether or not the **Insured** has cured any such failure is within the sole discretion of the Company.

3. A change in use or a change in operations which is different from the uses or operations identified in writing by the **Insured** to the Company during the underwriting process or in the application and which materially increases a risk covered hereunder. Solely with respect to this Paragraph 3. and solely with respect to such change in use or change in operations on or under a particular **Insured Property(ies)**, the Company shall have the right to cancel coverage only with respect to that **Insured Property(ies)** where such change in use or operations has taken place.

The time of surrender or the effective date and hour of cancellation stated in the notice shall become the end of the **Policy Period**. Delivery of such written notice either by the **Named Insured** or by the Company shall be equivalent to mailing. If the **Named Insured** cancels, earned premium shall be computed in accordance with the customary short rate table and procedure after applying the minimum earned premium based on the

**ENDORSEMENT NO.** (Continued)

schedule above for the year in which cancellation was effected. The premium will be 100% earned at the End of year 3. If the Company cancels, earned premium shall be computed pro rata after applying the minimum premium earned based on the schedule above for the year in which cancellation was effected. Premium adjustment may be either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

All other terms, conditions and exclusions shall remain the same.

---

**AUTHORIZED REPRESENTATIVE**  
or countersignature (in states where applicable)

ENDORSEMENT NO.

This endorsement, effective 12:01 AM,

Forms a part of Policy No:

Issued to:

By:

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**TERRORISM EXCLUSION - ALL TERRORISM (CERTIFIED AND NON- CERTIFIED ACTS OF TERRORISM)**  
**EXCLUSION ENDORSEMENT**

This Policy is amended to include the following Exclusion:

The Company has no obligation to make any payment or to provide or to pay for a defense under this Policy due to or arising directly or indirectly as a result of or in connection with **Terrorism**. **Terrorism** means the use or threatened use of force or violence against person or property, or commission of an act dangerous to human life or property, or commission of an act that interferes with or disrupts an electronic or communication system, undertaken by any person or group, whether or not acting on behalf of or in connection with any organization, government, power, authority or military force, when the effect is to intimidate, coerce or harm a government, the civilian population or any segment thereof, or to disrupt any segment of the economy.

The defined term **Terrorism** shall specifically include, but is not limited to, the following definition of a certified "act of terrorism" as defined by the Terrorism Risk Insurance Act of 2002, as amended by the Terrorism Risk Insurance Program Reauthorization Act of 2007 (collectively, "TRIA") as follows:

**ACT OF TERRORISM, -**

- a. **CERTIFICATION** - The term "act of terrorism" means any act that is certified by the Secretary (of the Treasury), in concurrence with the Secretary of State, and the Attorney General of the United States -
  - i. To be an act of terrorism;
  - ii. To be a violent act or an act that is dangerous to:
    1. human life;
    2. property; or
    3. infrastructure;
  - iii. to have resulted in damage within the United States, or outside of the United States in the case of:
    1. an air carrier or vessel (described in TRIA); or
    2. the premises of a United States mission; and
  - iv. to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.
- b. **LIMITATION** - No act shall be certified by the Secretary as an act of terrorism if:
  - i. The act is committed as part of the course of a war declared by the Congress, except that this clause shall not apply with respect to any coverage for workers' compensation; or
  - ii. Property and casualty insurance losses resulting from the act, in the aggregate, do not exceed \$5,000,000.
- c. **DETERMINATION FINAL** - Any certification of, or determination not to certify, an act as an act of terrorism under this Paragraph shall be final, and shall not be subject to judicial review.

**ENDORSEMENT NO.** (Continued)

- d. **NONDELEGATION** - The Secretary may not delegate or designate to any other officer, employee, or person, any determination under this Paragraph of whether, during the effective period of the Program, an act of terrorism has occurred.

All other terms, conditions, and exclusions shall remain the same.

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**AUTHORIZED REPRESENTATIVE**  
or countersignature (in states where applicable)





# HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners  
From: Gregory J. Almas, Interim Director  
Subject: Update – 2014 Capital and Major Maintenance Summary  
Date: December 26, 2014

Assets and Development Manager Mike Brahm-Henkel will give a verbal report at the January 8, 2015 meeting.







# HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners  
From: Gregory J. Almas, Interim Director  
Subject: Legislative Report  
Date: December 26, 2014

Legislative Consultant George Carr will give a verbal update at the Jan. 8, 2015 meeting.





# HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners  
 From: Mike Brahm-Henkel, Manager of Assets and Development  
 Project No: 508-14Q  
 Project Title: Power Pedestal  
 Project Type: Capital Improvement  
 Location: Hudson Mills Metropark, Washtenaw County  
 Date: Dec 26, 2014

Quotes Received: December 8 -12, 2014

## Action Requested: Motion to Approve

That the Board of Commissioners award Contract No. 508-14Q to the low responsive, responsible bidder, Corby Energy Services, Inc., in the amount of \$32,497.00 and defer the current 2015 access walk project in the amount of \$30,000 to offset the cost and transfer \$3,400.00 from Capital Fund Balance to cover the cost of the project, as recommended by Manager of Assets and Development Mike Brahm-Henkel and staff.

**Fiscal Impact:** Unbudgeted project amount of \$33,400.00. In the 2015 budget, there is currently a project for access walks in the amount of \$30,000.00 for the Hudson Mills Activity Shelter. The funds from that project can be used to offset the cost of the electrical upgrades. The access walks can then be rebudgeted in 2016.

**Scope of Work:** Project includes providing a new power pedestal for use at the Hudson Mills Activity Center which includes step up and down transformers, directional boring, disconnects, receptacles, conductors, handhold, conduit, and related work. The electrical supply is necessary to power the inflatable rip slide which is scheduled to be in service during the 2015 calendar year. The 100 amp 3 phase pedestal has added capacity to also provide a means for future connections to the existing picnic shelter and light poles which are currently run by a generator for special events.

<u>Contractor</u>	<u>City</u>	<u>Amount</u>
Corby Energy Services, Inc.	Belleville	\$32,497.00
J. Ranck Electric, Inc.	Mt. Pleasant	\$39,499.00
Rauhorn Electric, Inc.	Macomb	\$54,977.00
Budget Amount of Contract Services and Administration		\$ 0.00
Work Order Amount		
Contract Amount – Corby Energy Services, Inc.		\$32,497.00
Contract Administration		<u>\$ 1,000.00</u>
Total Proposed Work Order Amount (Rounded)		\$33,400.00

*The following contractors were contacted but did not submit a proposal: Centerline Electric, MEMCO*

*This project was directly solicited to contractors due to the expedited project schedule.*





# HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners  
From: Molly Bell, Director of Development  
Subject: Update – Development Activities  
Date: December 26, 2014

Director of Development Molly Bell will give a verbal report at the January 8, 2015 meeting.



**HURON-CLINTON METROPOLITAN AUTHORITY**

To: Board of Commissioners  
From: Rebecca Franchock, Controller  
Subject: Renewal - 2015 Property and Liability Insurance  
Date: December 26, 2014

**Action Requested: Motion to Approve**

That the Board of Commissioners approve renewal property and liability insurance with the Michigan Municipal Risk Management Authority for 2015.

**Fiscal Impact:** The 2015 renewal premium is within the budgeted allocation.

**Background:** Since January 1, 2013, the Metroparks have participated in a self-insured risk pool for property and liability insurance with the Michigan Municipal Risk Management Authority (MMRMA). The program provides for a \$15,000,000 coverage limit with a \$75,000 per claim deductible and an annual cap on deductible expenses of \$500,000.

Based on the results of MMRMA's assessment of our operations and our claims exposure, renewal rates for 2015 came in with an annual premium of \$634,767 including stop loss coverage. This is a \$33,851 (5 percent) increase from the 2014 premium of \$600,916. Trends for MMRMA renewals have generally been in the two percent range making the Metroparks a somewhat greater than average risk.

The Metroparks are also required to deposit an additional \$75,000 into the Self-Member Loss fund. These funds, which earn interest, are utilized to pay deductibles and losses that fall within the self-insured retention layer.

It should be noted that we are now eligible to participate in the MMRMA's member net asset distribution program. It is anticipated that the Metroparks will receive a payment from this in the amount of \$39,000.

As noted in the Pollution Liability Premium Policy renewal, it is anticipated that the MMRMA premium will be reduced to reflect the elimination of coverage of the Metroparks above-ground storage tanks (AST) which continue to be fully covered under the Pollution Liability Premium Policy. The amount of this reduction is not known at the time of this report.

In addition, the Metroparks have recently been approved for a reimbursing RAP Grant. The RAP Grant program provides for reimbursement of 50 percent of expenses up to \$50,000 for employee training, projects, equipment, and services that reduce liability exposure. The Metroparks have been approved for the purchase of infra-red heat detecting units that may be used to detect hot coals that have been buried. Staff will be developing procedures to utilize the equipment along with the other initiatives developed in hopes of preventing injuries from buried coals in the future.







# HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners  
From: Gregory J. Almas, Interim Director  
Subject: Budget Reductions  
Date: December 26, 2014

## **Action Requested:**

Budget Reduction: Eliminate funding for the position of Community Relations.

**Background:** Responding to the request from individual board members, the Chairman has directed this item be placed on the agenda for board discussion and/or possible action.





# HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners  
From: Gregory J. Almas, Interim Director  
Subject: Budget Reductions  
Date: December 26, 2014

## Action Requested:

Budget Reduction: Eliminate funding for the position of in-house Corporate Counsel.

**Background:** Responding to the request from individual board members, the Chairman has directed this item be placed on the agenda for board discussion and/or possible action.





# HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners  
From: Gregory J. Almas, Interim Director  
Subject: Proposal – Outside General Counsel  
Date: December 26, 2014

**Action Requested:** Direct staff on how to proceed.

**Background:** At the direction of the Chairman, a proposal has been obtained from Miller Canfield to provide general counsel services. This item is being placed on the agenda for board discussion and/or possible action.

**Attachment: Miller Canfield Proposal**



Founded in 1852  
by Sidney Davy Miller

# MILLER CANFIELD

STEVEN D. MANN  
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CHINA: Shanghai

MEXICO: Monterrey

POLAND: Gdynia  
Warsaw • Wrocław

*Via email and U.S. Mail*

December 23, 2014

Mr. Gregory J. Almas  
Interim Director  
Huron-Clinton Metropolitan Authority  
13000 High Ridge Dr.  
Brighton, MI 48114-9058

Re: Engagement for General Counsel Services

Dear Mr. Almas:

We are delighted that our firm is being considered to serve the Huron-Clinton Metropolitan Authority (the "Authority") as its general legal counsel. We value highly our relationship with the Authority and you can be assured of our prompt, professional, and complete attention to these matters. The purpose of this letter and the enclosed Standard Terms of Engagement is to set forth the scope of our services and the nature of our compensation, should the Authority engage our firm for general counsel services.

**Client.** Our client in this matter will be the Authority. This engagement does not give rise to a lawyer-client relationship between the firm and any affiliate of the Authority or other person or entity.

**Scope of Engagement.** We propose to provide general counsel services and to serve as attorney and counsel for the Authority, providing legal advice regarding municipal, labor, and employee pension and benefits matters. Our services will include acting as legal advisor to the Board of Commissioners and its members relating to their official duties, preparation of Authority regulations, policies, and contracts, rendering of legal opinions as requested, and attendance at meetings of the Board of Commissioners. Our acceptance of this engagement is not an undertaking to represent the Authority or its interests in litigation (including administrative hearings, mediation, or arbitration), prosecutions, labor negotiations, or any other specialty legal matter not normally performed under a general counsel engagement. Should the need arise, we would of course be pleased to provide you with a fee quote for such additional services.

**Fees.** We will provide the legal services described above for \$6,250 per month (\$75,000/year), paid on a monthly basis. If the need for specialty legal services arises, we will present you with a fee quote for such engagement at that time. In addition, we will expect to be

MILLER, CANFIELD, PADDOCK AND STONE, P.L.C.

Mr. Gregory J. Almas

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December 23, 2014

reimbursed for all out of pocket expenses, including travel costs, document production, overnight deliveries, and other necessary disbursements as set forth in our Standard Terms of Engagement. We estimate that such out of pocket expenses will be approximately \$75 to \$200 per month.

**Staffing.** I will be principally responsible for managing this engagement. I will be assisted by Jennifer Sabourin for legal advice regarding labor matters, Kenneth Sachs for legal advice regarding employee pension and benefits matters, and other members of our professional staff as is appropriate to meet the needs of the Authority. The staffing on this engagement is subject to change, based on cost considerations, the workloads of our professional staff members, and the specific tasks to be performed.

**Billing and Payment.** We will send invoices for the monthly retainer and any hourly fees, plus expenses on a monthly basis. We appreciate payment of our invoices within 30 days of receipt.


**Completion of Engagement.** This engagement will terminate when we perform our last services for you in this matter, whether or not the charges for those services have been invoiced or paid. Unless we are then representing the Authority in another matter, the lawyer-client relationship between us will terminate at the same time.

**Standard Terms of Engagement.** Attached to this letter is a copy of a document that contains the standard terms and conditions that apply to engagements undertaken by the firm. I encourage you to read this document carefully, as it is an integral part of our agreement with you regarding this engagement and contains important provisions governing our relationship.

We welcome this opportunity to again be of service to the Authority and look forward to working with you and the Board of Commissioners. If you have any questions about this letter or any aspect of our proposed engagement, or fees, please give me a call.

Very truly yours,

Miller, Canfield, Paddock and Stone, P.L.C.

By:   
Steven D. Mann

cc: Michael P. McGee, Esq.



**MILLER, CANFIELD, PADDOCK AND STONE, P.L.C.**

Mr. Gregory J. Almas

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December 23, 2014

**MILLER, CANFIELD, PADDOCK AND STONE, P.L.C.**

**STANDARD TERMS OF ENGAGEMENT**

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*Includes information provided in accordance with the Michigan Rules of Professional Conduct*  
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This statement sets forth certain standard terms of our engagement as your lawyers in this matter. It supplements our engagement letter with you and is an integral part of our agreement. Therefore, you should review this statement carefully and contact us promptly if you have any questions. Unless modified in writing by mutual agreement, these terms and those in the engagement letter will control our relationship. We suggest that you retain this statement and our engagement letter in your file. Our engagement is also subject to and governed by the applicable rules of professional conduct.

**How We Approach Our Work for You**

We will perform our legal services for you in accordance with our professional judgment. Any expressions by us concerning the outcome of your legal matters are expressions of that judgment but are not guarantees. Such opinions are necessarily limited by the facts that you and others disclose to us and the state of the law at the time our opinions are expressed.

The person or entity we represent is the person or entity identified in our engagement letter, and the word "you" in this statement means that person or entity only. Unless we agree with you in writing, our engagement does not include representation of any affiliates of such person or entity. For example, if you are a corporation, a partnership, or a limited liability company, our representation of you does not include representation of any parents, subsidiaries, employees, officers, directors, shareholders, members or partners. If you are a trade association or other voluntary organization, our engagement does not include representing any of your members. If you are an individual, our representation does not include your spouse or other family members. If you believe this engagement includes additional entities or persons as our clients, you should inform us immediately and ask us to include those persons in our engagement letter.

**Who Will Provide the Legal Services**

Customarily, each client of the firm is served by a principal attorney contact. The principal attorney should be someone in whom you have confidence and with whom you enjoy working. You are free to request a change of principal attorney at any time. Subject to the supervisory role of the principal attorney, your work or parts of it may be performed by other lawyers and legal assistants in the firm. Such delegation may be for the purpose of involving lawyers or legal assistants with special expertise in a given area or for the purpose of providing services on the most efficient and timely basis.

**How Our Fees Will Be Set**

Generally, our fees are based on the time spent by the lawyers and paralegal personnel who work on your matter. We will charge for all time spent performing professional services for you including, by way of illustration, telephone and office conferences with you, your representatives, consultants, opposing counsel, and others; conferences among our legal and paralegal personnel; factual investigation; legal research; drafting letters, agreements, pleadings, briefs, and other documents; responding to requests by your auditors; and travel. We will keep accurate records of the time we devote to your work. If you have insurance relating to the matter on which you have engaged us, and your insurance carrier pays less than the rates on which we have agreed or declines to pay for any matter on which you have engaged us, you agree to pay the difference.

The hourly rates of our lawyers and legal assistants are reviewed and adjusted periodically on a firm-wide basis to reflect current levels of legal experience, changes in overhead costs, and other factors. Because these changes are made on a firm-wide basis, we customarily do not inform each client of the specific changes in the hourly rates of the personnel working on their matters. However, the rates charged by our personnel will be reflected on the invoices we send you, and we encourage you to raise promptly any questions you may have regarding our rates and any changes to them.

From time to time you may request and we may furnish estimates of legal fees and other charges that we anticipate will be incurred in representing you. Due to a wide range of variables, many of which are unforeseeable, these estimates are by their

**MILLER, CANFIELD, PADDOCK AND STONE, P.L.C.**

Mr. Gregory J. Almas

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December 23, 2014

nature inexact and cannot be considered as limitations on the fees we will charge. The actual fees and charges ultimately billed may vary from such estimates.

With your advance written agreement, the fees ultimately charged may be based upon a number of factors, including: the time and effort required, the novelty and complexity of the issues presented, the value of the services to you, the amount of money or value of property involved, the results obtained, and the time constraints imposed by you and other circumstances, such as an emergency closing or the need for injunctive relief from a court.

For certain well-defined services and special circumstances, we will, if requested, quote a flat fee. In all such situations, both the amount of the fee and the scope of the services to be provided must be expressed in the engagement letter. In appropriate circumstances, we may agree to provide legal services on a contingent fee basis. The terms of any contingent fee representation must be set forth in the engagement letter.

**Additional Charges**

In addition to our fees, our invoices will include charges for expenses incurred in the performance of our legal services. Generally, charges which reflect the use of resources provided by outside vendors (courier services, court reporters, etc.) are charged at the vendor's charge to us without markup. Certain other charges reflect the utilization of firm resources or involve an integral combination of firm's resources and outside vendors (photocopying, computer research, etc.). These services are charged at standard rates which encompass both the direct vendor charge and an amount equal to the firm's estimate of an appropriate charge for the firm resources allocated to the service. While these charges may not match the firm's exact cost of providing these services in each instance, we believe that these charges are fair and generally comparable to the charges made by other firms for similar services. The current basis for these charges is set forth below. The firm will review this schedule of charges on an annual basis and adjust them to take into account changes in the firm's costs and other factors.

**Photocopying:** If photocopying exceeds more than 1,000 pages in one month, a charge of \$.10 per page for the actual number of pages over 1,000.

**Mail:** Clients are charged the actual cost of express document deliveries via couriers such as FedEx and UPS.

**Mileage:** Automobile mileage is charged at the IRS approved rate.

**Firm Messengers:** Walking messenger trips are charged at a flat rate per delivery. Driving messenger trips are charged at the firm's standard automobile mileage charge plus parking and toll charges if imposed.

**Other Costs:** The firm charges actual disbursements for third-party services like court reporters, expert witnesses, database services, and the like.

Unless special arrangements are otherwise made, payment of the fees and expenses charged by others (such as experts, investigators, consultants and court reporters) will be your responsibility and billed directly to you. All invoices in excess of \$1000 will be forwarded to you for direct payment unless other payment arrangements are made with us in advance.

**Attorney-Client Privilege**

Sometimes in the course of our representation of clients, we confront ethical or other legal issues that require that we seek the advice of an attorney, either one of our own attorneys or an attorney from another firm. As part of our agreement regarding your representation by the firm, you agree that such discussions, whether they occur during or after our engagement, are protected by the attorney-client privilege.

**Termination of Engagement**

Our engagement as your attorneys terminates upon our completion of the services you have retained us to perform, whether or not our final invoice has been rendered or paid. If you later retain us to perform further or additional services, our attorney-client relationship will begin again with the signing of a new engagement letter.

You may terminate our engagement with or without cause at any time on by notifying us of your decision to do so. Termination of our services will not affect your responsibility to pay for services rendered and expenses and other charges

**MILLER, CANFIELD, PADDOCK AND STONE, P.L.C.**

Mr. Gregory J. Almas

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December 23, 2014

incurred up to the date when we receive notice of termination, and for any further work required of us in order to facilitate an orderly turnover of matters in process at the time of termination.

We may terminate our engagement for any of the reasons permitted under the rules of professional conduct which govern us, including: your failure to pay our invoices promptly, misrepresentation of (or failure to disclose) any material facts, action taken contrary to our advice, or any other conduct or situation that in our judgment impairs an effective attorney-client relationship between us or presents conflicts with our professional responsibilities. If required, we will request a stipulation executed by you allowing us to withdraw as attorney of record in any judicial, arbitration, or similar proceedings. We may also apply for a court order approving our withdrawal from representing you, and you agree in advance to our withdrawal.

**Subsequent Engagements**

If, during this engagement or thereafter, you retain us for an additional engagement, it will be presumed, absent a written agreement between us to the contrary, that the terms and conditions contained in this document will apply to such subsequent engagements.

**Alternative Dispute Resolution: Mandatory Arbitration**

Should any dispute arise concerning the services provided to you by us or the charges we make for those services and related expenses, you and we shall first try in good faith to settle the dispute directly. If the dispute is not resolved, it shall be submitted to third party neutral facilitation in accordance with the mediation rules of the American Arbitration Association. If the dispute is not resolved through mediation, the dispute shall be settled by binding arbitration in accordance with the laws of the State of Michigan. The arbitration shall be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association except as modified here. Judgment upon the award rendered by the arbitrators may be entered in any court of record having jurisdiction thereof. The mediation and arbitration proceedings, including any hearings, shall be held in the Detroit metropolitan area. Both you and we agree that neither of us is entitled to or shall request or claim punitive or exemplary damages and that the arbitrators shall not have the authority to award punitive or exemplary damages or any other damages in excess of actual pecuniary damages.

**Client Documents**

We will maintain any documents you furnish to us in our client file (or files) for this matter. At the conclusion of the matter (or earlier, if appropriate), it is your obligation to advise us as to which, if any, of the documents in our files you wish us to turn over to you. These documents will be delivered to you within a reasonable time after receipt of payment for outstanding fees and costs. We will retain any remaining documents in our files for a certain period of time and ultimately destroy them in accordance with our record retention program schedule then in effect.

We are not advising you with respect to this statement of the terms of our engagement. If you wish advice, you should consult independent counsel of your choice.

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# HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners  
From: Gregory J. Almas, Interim Director  
Subject: Park Stats  
Date: December 26, 2014

Due to the timing of the holidays and the January meeting, park stats will be handed out the day of January 8, 2015 meeting.