

**CHARTER TOWNSHIP OF VAN BUREN BOARD OF TRUSTEES
MARCH 16, 2015 WORK STUDY MEETING, TENTATIVE AGENDA**

ROLL CALL:

Supervisor Combs	_____	Trustee McClanahan	_____
Clerk Wright	_____	Trustee Miller	_____
Treasurer Budd	_____	Engineer Nummer	_____
Trustee Hart	_____	Attorney McCauley	_____
Trustee Jahr	_____	Secretary Montgomery	_____

UNFINISHED BUSINESS:

1. Discussion on Resolution 2015-06 the proposed Maintenance Agreement on the Downriver Sewage Disposal System.

NEW BUSINESS:

1. Discussion on Resolution 2015-08 to approve the Annual Wayne County Special Events Permit.
2. Discussion on Resolution 2015-09 to approve the Annual Wayne County Pavement Restoration Permit.
3. Discussion on Resolution 2015-10 to approve the Annual Wayne County Maintenance Permit.

PUBLIC COMMENT:

ADJOURNMENT:

CLOSED SESSION:

ADJOURNMENT:

Charter Township of Van Buren

REQUEST FOR BOARD ACTION

Agenda Item _____

WORK STUDY MEETING DATE:
2015-03-02

BOARD MEETING DATE:
2015-03-17

Consent Agenda _____

New Business X

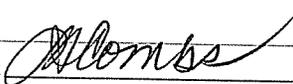
Unfinished Business _____

Public Hearing _____

ITEM (SUBJECT)	Proposed Maintenance Agreement Resolution
DEPARTMENT	Public Works
PRESENTER	Director James T. Taylor
PHONE NUMBER	734-699-8947
INDIVIDUALS IN ATTENDANCE (OTHER THAN PRESENTER)	Patrick McCauley

Agenda topic

ACTION REQUESTED	
That the Township approve Resolution 2015- 06 for the Township to approve the Proposed Maintenance Agreement on the Downriver Sewage Disposal System	
BACKGROUND – (SUPPORTING AND REFERENCE DATA, INCLUDE ATTACHMENTS)	See attachments.

BUDGET IMPLICATION	None
IMPLEMENTATION NEXT STEP	Board to approve resolution
DEPARTMENT RECOMMENDATION	Approve resolution to approve the agreement with Wayne County
COMMITTEE/COMMISSION RECOMMENDATION	JMB of the Downriver System
ATTORNEY RECOMMENDATION	Yes – see attached letter.
(May be subject to Attorney/Client Privilege and not available under FOIA)	
ADDITIONAL REMARKS	
APPROVAL OF SUPERVISOR	



CHARTER TOWNSHIP OF VAN BUREN DEPARTMENT OF PUBLIC SERVICES

DATE: February 26, 2015
TO: Township Board of Trustees
FROM: James T. Taylor, Director of Public Works
RE: Request for Board Action

For the Work Study Session of March 2, 2015 I will be presenting a resolution for your approval at the March 17th Board meeting. The resolution is to approve the proposed Maintenance Agreement on the Downriver Disposal System. The 13 Downriver Communities met Thursday, February 25th to discuss the attached fax from Wayne County CEO Warren Evans, revoking the County Commission approved agreement. We have challenged his authority, believing it to be overstepping the authority of his office. To be direct, we believe he has no authority to veto the Commission's action.

As the DUWA/JMB works to resolve this matter with the Wayne County CEO, it was the recommendation of the downriver communities to move forward with a sense of urgency to position ourselves for potential actions of the County to address their financial crisis at the expense of our wastewater treatment plant and downriver sanitary system. It is believed the approval of this agreement will strengthen our position against any potential attempts to ignore the significant financial investment our communities have made. I have listed below a number of the additional advantages approval of the agreement will provide:

- The new Agreement is a huge improvement over the 1962 Contract that it will replace, because it ensures that the Communities will have a major decision making role through the new JMB;
- The Communities will gain unprecedented access to the County's internal management activity through the hiring of the Community Liaison who will work alongside the County staff both at the wastewater plant and downtown to attend meetings and to observe what is going on;
- New protections are secured for System Revenue to prohibit borrowing by the County, require that System funds be restricted and establish new controls on Chargebacks;
- The new Agreement establishes flexibility for the Tunnel Communities during wet weather periods to allow for substantially increased peak flows over the 1962 Contract limits;

MISSION STATEMENT

"The Van Buren Public Services Department is committed to a clean and safe environment, enhanced service delivery to its customers and protection of the significant public investment in the township's buildings and grounds, and water distribution and sanitary collection systems."



CHARTER TOWNSHIP OF VAN BUREN DEPARTMENT OF PUBLIC SERVICES

- The new Agreement preserves the Communities' ability to contest ownership if it is decided at some future date that the Communities want to challenge that issue and initiate litigation;
- The newly constituted JMB can, if it so chooses, move forward to implement many of the issues and concerns that were raised by the Communities' Negotiating Team, but which were omitted from the Service Agreement (e.g. establishing performance benchmarks for the System, obtaining insurance coverage, establishing a detailed list of the County's duties and responsibilities for properly operating and maintaining the facilities, etc.);
- Adopting the new Service Agreement avoids the possibility that the County may back away from the JMC and distance itself from collaborative management efforts with the Communities;

Along with this memo, I have provided you with:

1. a copy of the resolution
2. The faxed message from CEO Evans
3. The new service agreement
4. A briefing packet for elected officials and summary of the new agreement
5. Letter from attorney in support of recommended approval.

I had originally intended to present this proposed resolution at the March 16th work study, but the urgency expressed by the downriver communities necessitated bringing this to you earlier. Patrick McCauley, who has acted as counsel through this process, will be available for additional questions at the March 16th work study.

MISSION STATEMENT

"The Van Buren Public Services Department is committed to a clean and safe environment, enhanced service delivery to its customers and protection of the significant public investment in the township's buildings and grounds, and water distribution and sanitary collection systems."



Warren C. Evans
Wayne County Executive

February 20, 2014

**VIA FIRST CLASS MAIL AND
VIA FAX**

City of Belleville
6 Main Street
Belleville, Michigan 48111
City Manager Diana Kollmeyer
Mayor Kerreen Conley
FAX No: (734) 697-6837

City of Ecorse
Albert B. Buday Civic Center
3869 West Jefferson
Ecorse, Michigan 48229-1798
Mayor Lamar Tidwell
Mayor Pro Tem John E. Miller, Jr.
FAX No: (313) 386-1340

City of Lincoln Park
1355 Southfield Road
Lincoln Park, MI 48146
Mayor Thomas E. Karnes
FIRST CLASS MAIL ONLY

City of River Rouge
10600 West Jefferson Avenue
River Rouge, Michigan 48218
Mayor Greg Joseph
FAX No: (313) 842-4208

City of Southgate
14400 Dix Toledo Road
Southgate, Michigan 48195
Mayor Joseph G. Kuspa
FAX No: (734) 246-1414

City of Wyandotte
3200 Biddle Avenue, Suite 300
Wyandotte, Michigan 48192
Mayor Joseph R. Peterson
Mayor Pro tempore Lawrence S. Stec
FIRST CLASS MAIL ONLY

City of Allen Park
16850 Southfield Road
Allen Park, Michigan 48101
Mayor William B. Matakas
Emergency Manager Joyce A. Parker
FAX No: (313) 382-7946

City of Taylor
23555 Goddard Road
Taylor, Michigan 48180
Mayor Rick Sollars
FAX No: (734) 374-1421

City of Dearborn Heights
6045 Fenton
Dearborn Heights, MI 48127-3294
Mayor Daniel S. Paletko
FAX No: (313) 791-3491

City of Romulus
11111 Wayne Road
Romulus, Michigan 48174
Mayor LeRoy Burcroff
Mayor Pro Tem John Barden
FAX No: (734) 955-4529

EXECUTIVE OFFICE

500 GRISWOLD • DETROIT, MICHIGAN 48226 • (313) 224-0291 • www.waynecounty.com

City of Riverview
14100 Civic Park Drive
Riverview, Michigan 48193
Mayor Tim Durand
FAX No: (734) 282-0948

Van Buren Township
46425 Tyler Road
Van Buren Twp, MI 48111
Attention: Township Supervisor Linda Combs
FAX No: (734) 699-8952

Charter Township of Brownstown
21313 Telegraph Road
Brownstown, Michigan 48183
Andy Linko, Township Supervisor
FAX No: (734) 675-2807

Re: Notice of Revocation Regarding the Offer of the Proposed
Maintenance Agreement on Downriver Sewage Disposal System

ATTENTION:

This letter serves as formal Notice (the "Notice") of Wayne County's revocation of the pending offer outlined in the Downriver Sewage Disposal System Agreement (the "Offer"). Upon review of the terms and conditions listed within the Agreement, it has been determined that Offer does not effectively address the issues required under the Downriver Sewage Disposal System Contract executed by the parties on March 1, 1962. At this time it has been determined that all thirteen communities have not executed this Agreement. The Agreement cannot be invoked without the approval of all communities. Please note that this Notice has immediate effect and that the County's Offer has been revoked.

Officials of the County will schedule a meeting to finalize an agreement that can be presented to their respective legislative and executive branches for approval.

I thank you in advance for your cooperation in this matter.

Sincerely,



Warren C. Evans
Chief Executive Officer
Charter County of Wayne

* * * Communication Result Report (Feb. 27. 2015 11:25AM) * * *

1) Van Buren twp
2)

Date/Time: Feb. 27. 2015 11:24AM

File No.	Mode	Destination	Pg(s)	Result	Page Not Sent
1441	Memory TX	713132244882	P. 2	OK	

Reason for error

- m. 1) Hang up or line fail
- m. 2) No answer
- m. 3) Exceeded max. E-mail size
- E. 2) Busy
- E. 4) No facsimile connection



Facsimile Transmittal

To: WARREN BURNS Fax: 313-224-4882

From: VAN BUREN TWP Date: 2-27-2015

Re: NOTICE OF REVOCATION Pages: 2

CC:

Urgent For Review Please Comment Please Reply Please Recycle

Water and Sewer
 Charter Township of Van Buren
 48425 Tyler Road
 Van Buren Township, MI 48111-5217
 Phone: 734-699-8924

Developmental Services
 Charter Township of Van Buren
 48425 Tyler Road
 Van Buren Township, MI 48111-5217
 PHONE: 734 699-8913



Charter Township of Van Buren

BOARD OF TRUSTEES

SUPERVISOR
Linda H. Combs

CLERK
Leon Wright

TREASURER
Sha'ry A. Budd

TRUSTEE
Phillip C. Hart

TRUSTEE
Jeffrey L. Jahr

TRUSTEE
Brenda J. McClanahan

TRUSTEE
Reggie Miller

DATE: February 26, 2015

RE: Notice of Revocation Regarding the Offer of the Proposed Maintenance Agreement on Downriver Sewage Disposal System ("Notice")

Mr. Evans,

This will acknowledge receipt of your letter of February 20, 2015 and the ineffective notice to revoke the Downriver Sewage Disposal System Agreement ("Agreement") unanimously approved on December 18, 2014 by the Wayne County Commission. The Commission clearly was of a single mind that the Agreement in fact did "effectively address the issues required" under the March 1, 1962 contract. The communities serviced by the Downriver System are in the process of approving the Agreement in reliance upon the action taken by the Commission. Please be advised that we view your notice as an unauthorized, untimely nullity and in violation of several County Charter provisions and ordinances including by way of illustration the following:

Wayne County Charter Section 4.112(a) (2) which provides, "The executive and administrative power of the County is vested in the CEO. The CEO has power and duty to: (2) implement and enforce the laws of this State and County ordinances, resolutions, orders and rules." This section requires the CEO to implement and enforce the County Commission resolution approving the Agreement.

Wayne County Charter Section 4.112(7) – An additional power of the CEO is to "veto any ordinance or resolution having the effect of law, or approving a contract, or any line item in the appropriation ordinance by transmitting to the Commission written certification of the veto and reasons therefor. If the CEO fails to exercise the veto within ten (10) days after the submission of the ordinance or resolution of the CEO, the action of the Commission takes effect." The Commission's action taken on December 18, 2014 was not challenged in any fashion, to our knowledge, until your letter of February 20, 2015 which is well outside the 10-day requirement.

Wayne County Ordinance Section 120-121 (c) provides, "The Commission retains full approval authority for all agreements with other units of government and agreements regarding revenue collection, distribution or expenditures." The Agreement with the communities is an intergovernmental agreement covered by Section (c), the authority to approve which rests solely within the Wayne County Commission. The approval by the Commission on December 18, 2014 binds the County.

In short, Wayne County has taken all steps necessary to approve the Agreement and we further expect the Chief Executive Officer of Wayne County to comply with the County Charter and Ordinances and honor that Agreement.

Respectfully,

Linda Combs, Supervisor

CHARTER TOWNSHIP OF VAN BUREN

RESOLUTION TO APPROVE THE
DOWNRIVER SEWAGE DISPOSAL SYSTEM
SERVICE AGREEMENT

RESOLUTION NO. _____

As contained in the Minutes of the Regular Meeting of the Board of the Charter Township of Van Buren, County of Wayne, Michigan, held in the Charter Township of Van Buren, on the 17th day of March, 2015, at 7:00 p.m.

PRESENT _____

ABSENT _____

MOVED BY: _____

SUPPORTED BY: _____

WHEREAS, the Downriver Sewage Disposal System (hereinafter referred to as "the System") provides sewage treatment and a conveyance for wastewater generated by this Community and twelve other Communities located in the Charter County of Wayne (hereinafter referred to as "the County"); and

WHEREAS, by the Downriver Sewage Disposal System Contract, dated March 1, 1962 (hereinafter referred to as "the 1962 Contract") and entered into under the Authority of Act 185, Public Acts of 1957, as amended, "the System" it was established

and designated as the “Downriver Sewage Disposal District”; and

WHEREAS, the parties to the 1962 Contract were the County of Wayne (n/k/a the Charter County of Wayne), the City of Belleville, the City of Ecorse, the City of Lincoln Park, the City of River Rouge, the City of Southgate, the City of Wyandotte, the City of Allen Park, the City of Taylor, the Charter Township of Van Buren, the Charter Township of Brownstown, the City of Dearborn Heights the City of Romulus and the City of Riverview was added by amendment to the 1962 Contract on March 17, 1975; and

WHEREAS, the 1962 Contract expired by its terms on March 1, 2012; and

WHEREAS, the County, on December 18, 2014, approved a new Downriver Sewage Disposal System Service Agreement (hereinafter referred to as the “Agreement”) under the legal authority of Public Act 185, 1957 and Public Act 8 of the 1967 (see attached); and

WHEREAS, the “Agreement” provides for, among its other provisions, a structure of joint management of the System by the County and the participating Communities through the creation of a Joint Management Board; and

WHEREAS, the “Agreement” further provides that to become effective, it must be approved by the elected bodies of all thirteen participating communities.

NOW, THEREFORE, BE IT RESOLVED;

That the Charter Township of Van Buren hereby approves and adopts the attached
DOWNRIVER WASTEWATER TREATMENT SYSTEM SERVICE AGREEMENT,
and;

BE IT FURTHER RESOLVED, the Clerk and the Supervisor are hereby authorized to execute the "Agreement" on behalf of the Charter Township of Van Buren.

BE IT FURTHER RESOLVED, a copy of this Resolution and the executed "Agreement's signature page, shall be filed immediately with the Clerks of each of the other twelve communities and the County of Wayne.

AYES: _____

NAYS: _____

ABSTAIN: _____

CHARTER TOWNSHIP OF VAN BUREN

By _____
Linda Combs, Supervisor

By _____
Leon Wright, Clerk

I, Leon Wright, Township Clerk of the Charter Township of Van Buren, County of Wayne, Michigan, do hereby certify that the foregoing is a true copy of a Resolution adopted by the Township Board of the Charter Township of Van Buren, at a Regular Meeting on March 17, 2015.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this _____ day of

_____, 2015.

Leon Wright, Clerk
Charter Township of Van Buren
Wayne County, Michigan

Briefing Paper for Downriver Elected Officials
Re: New Downriver Sewer System Service Agreement
January 9, 2015

Purpose: This document has been prepared to provide information regarding the Downriver Sewer System Service Agreement that will supersede the 1962 Agreement if approved by all 13 Communities.

Background: The Downriver Sewer System serves approximately 350,000 people in 13 Communities (see Service Area Map below). The System is operated and managed by Wayne County, but all of the costs of operating, maintaining and managing the System is borne by the Communities.

Construction of the original System serving 6 Communities began in the late 1930's. Subsequently, the System was expanded to serve the current Service Area (13 Communities). In 1962, the Communities and the County entered into a 50 Year Agreement which established the County's responsibility to run the System and the rights of the Communities to discharge wastewater into the System.

U.S.EPA sued Wayne County and the Downriver Communities in 1987 for violations of the Clean Water Act, and a Consent Judgment was entered in 1994 which mandated the construction of nearly \$300 million in capital improvements. In 2001, the County and the Communities established a "Joint Management Committee" or "JMC" which created a mechanism for Communities to provide advisory input to the County on issues such as rates, capital improvements, chargebacks, etc.

The 1962 Agreement expired on March 1, 2012. Since then, the County has continued to manage the System and the Communities have continued to pay the bills even though the Contract has lapsed.

New Service Agreement: Representatives from the Communities and the County began meeting in September, 2010 to try to negotiate a new Service Agreement to replace the 1962 Contract. Those discussions reached an impasse over the Communities' insistence that decision making authority be vested with the Communities, and the County's refusal to accept that arrangement. The impasse was broken in August, 2014 when the County agreed to re-structure the Agreement to allow for shared decision making by a new "Joint Management Board" consisting of representatives from both the County and the Communities. After an intense round of negotiations, a proposed Service Agreement was completed on December 1, 2014. The new Agreement was approved by the County Commission on December 18, but it will only take effect if approved by all 13 Downriver Communities.

A summary of the major elements of the new Service Agreement is included as Attachment 1. A table comparing the new Agreement to the 1962 Contract is included as Attachment 2. From the standpoint of the Downriver Community Negotiating Team, the new Agreement contains most, but not all, of the provisions that were being sought. The new Agreement establishes a new statutory basis for shared County/Community decision making; creates a 9 member Joint Management Board comprised of 4 Community Representatives, 1 County Commissioner from the Service Area, and 4 members appointed by the County Executive; authorizes a new "Community Liaison" hired by the Communities to work alongside the County staff on a day-to-day basis; retains the existing Technical, Financial and Legal Subcommittees; establishes restrictions on managing the System's funds; updates the Chargebacks Policy to cap indirect costs assessed to the System; creates new remedies to deal with unauthorized overloading of the System; and establishes a Dispute Resolution Procedure.

Downriver Communities Include: Allen Park*; Belleville; Brownstown Township*; Dearborn Heights*; Ecorse; Lincoln Park; River Rouge; Riverview; Romulus*; Southgate; Taylor; Van Buren Township*; Wyandotte.

*denotes Communities that are *partially* served by the Downriver System

Attachment 1

SUMMARY OF PROPOSED NEW DOWNRIVER SERVICE AGREEMENT

The Major Elements of the December 1, 2014 draft Downriver Service Agreement are as follows:

- a) Establishes Act 8, 1967 as the legal basis to transfer certain responsibilities relating to the management of the System to a new Joint Management Board (JMB);
- b) Creates a 9 member Joint Management Board consisting of 4 County Exec appointees; 1 County Commission appointee (with the proviso this be a Commissioner from the Downriver Service Area); 4 Community appointees. The JMB is authorized to make "final decisions" for the System subject to the constraints of the state and federal law and regulations, the County Charter, and the County Code of Ordinances.
- c) Assigns responsibility to the new JMB for the following 7 items:
 - i. Approval of Operational Budget;
 - ii. Approval of Rates and Charges;
 - iii. Allocation of System Costs and any transfer of Flow Capacity among Communities; iv. Approval of all professional services and construction contracts >\$50,000;
 - v. Approval of all construction change orders > \$50,000;
 - vi. All Capital Improvements, including funding sources, bond sales and debt instruments;
 - vii. Acquisition/Disposition of Real Property.
- d) A "Super Majority" of 6 favorable votes required to approve a contract > \$250,000, new Capital Improvements and their cost allocation.
- e) Preserves the Technical, Finance and Legal Subcommittees as constituted under the JMC.
- f) Creates a new "Community Liason" (CL) position to interface with the County, with the understanding that this will be about a half-time position whose job will include a regular on-site presence in the County office and at the wastewater plant to actively participate in management decisions affecting the System and to obtain/distribute information to the Communities. The CL's cost is to be paid by the Communities with the expectation that a portion of the revenue being collected by the Communities will be used to pay the CL.
- g) Retains Wayne County staff as the primary day to day decision maker to administer the system.

- h) Revises and updates the Chargebacks Policy including re-setting the baseline amount to the average amount billed over the last 5 fiscal years times 1.4 with an annual escalation equal to the CPI + 1%.
- i) Prohibits the County from borrowing of Downriver System funds without the prior approval of the JMB and requires the County to maintain most of the Downriver System cash in a restricted account separate from other funds.
- j) Sets up a process whereby the JMB will develop the Maximum Allowable Dry and Wet Weather Flow Limits within 3 months, and that these Flow Limits then be officially incorporated into the Agreement as an Amendment after ratification by all Communities. In the interim, new Maximum Allowable Flow Limits for Wet and Dry Days as developed by the Technical Committee will be in effect. If an Amendment to the Service Agreement is not adopted, the interim flow limits will remain in place. The proposed flow limits are listed in the table below.
- k) Describes Wayne County's responsibilities to monitor flow contributions and pursue corrective actions in response to exceedances.
- l) Establishes a Dispute Resolution Procedure (which can be invoked by a Community in response to the imposition of sanctions over alleged exceedances of Allowable Flow Limits).
- m) Asserts in the Recitals that the Agreement does not constitute a waiver of or prejudice the respective positions of the parties on the question of ownership of the System.
- n) The term of the Agreement is for 20 years.
- o) To take effect, the new Agreement must be approved by the County Commission and the legislative bodies for each of the 13 member Communities.
- p) The proposed Agreement does not alter the current Purchasing and Procurement procedures in recognition that these are established pursuant to the County Charter and Ordinances. However, the negotiating teams have agreed to collaborate on an effort to carve out the Downriver System as an exception to the routine process and to get those changes adopted by the County Commission.

Maximum Allowable Flow Limits by Community

Community	Peak Hourly Flow Rate (MGD)	Peak 96 Hour Volume for 4.42" Design Storm (MG)	Maximum Dry Weather Flow Rate (MGD) ¹
Non-Controlled Flow Communities:			
Allen Park (part)		29.23	1.22
Belleville		4.86	0.79
Brownstown Twp		20.90	2.40
Dearborn Heights		43.76	4.95

¹ Maximum Allowable Dry weather Flow Rates for the Non-Controlled Flow Communities are further limited by Meter District.

Riverview		28.30	1.72
Romulus		88.43	9.28
Southgate (part)		31.24	3.11
Taylor		164.45	13.25
Van Buren Twp		7.04	1.43
SUBTOTAL		418.21	38.15
Controlled Flow Communities:			
Allen Park (part)	11.12		11.12
Ecorse	5.95		5.95
Lincoln Park	18.20		18.20
River Rouge	7.28		7.28
Southgate (part)	4.96		4.96
Wyandotte	15.55		15.55
SUBTOTAL	63.06		63.06

Attachment 2

COMPARISON OF 1962 CONTRACT AND 2014 SERVICE AGREEMENT

ITEM	1962 CONTRACT	2014 SERVICE AGREEMENT
1. System Ownership	Not specified	Not specified
2. Responsibility for managing and operating System	Wayne County	Wayne County
3. Decision making authority over rates and budget, capital improvements, contracts	Wayne County	9 Member Joint Management Board comprised of 4 Community Reps; 1 County Commissioner; 4 County Executive Appointees
4. Financial Controls re: System Revenue	None	No borrowing of System funds without JMB approval; System funds to be held in restricted account
5. Chargebacks for Indirect Costs incurred by the County and assessed to the System	Not discussed	Restricted and capped
6. Establishment of Maximum Allowable Flow contributions by Community	Peak hourly flow limits prescribed based on 146.5 MGD capacity for System	Wet and Dry Day maximums established, with Tunnel Communities allowed to distribute flows over 4 days
7. Ongoing monitoring of flow that is contributed into the System, and remedies for discharges in excess of Contract Capacity	No responsibility to monitor flow contributions and no specific remedies prescribed to pursue corrections	Flow monitoring system mandated along with specific provisions to adopt and implement Corrective Action Programs, if necessary
8. Community involvement in Day-To-Day activities affecting the System	None	Establishes Community Liason to work alongside County staff, and preserves the Technical, Financial and Legal Subcommittees established under the JMC

<p>9. Reporting and Information Exchange on financial and technical matters</p>	<p>No provisions</p>	<p>Requires County to prepare and distribute specific financial and technical reports quarterly</p>
<p>10. Duration</p>	<p>50 Years</p>	<p>20 Years</p>

RECOMMENDATIONS FROM THE DOWNRIVER COMMUNITIES' NEGOTIATING TEAM

January 9, 2015

This document provides recommendations from the Negotiating Team for consideration by the 13 Downriver Communities as they evaluate the new Service Agreement and decide whether to approve that Agreement so it can be placed into effect. The Negotiating Team consisted of Dearborn Heights Mayor Dan Paletko (Chair), Mayor Joseph Kuspa/Brandon Fournier (Southgate), Todd Drysdale (Wyandotte), Dick Hinshon (technical advisor) and John Day (attorney).

Recommendation 1:

Approve the new Downriver Service Agreement as adopted by the County Commission on December 18, 2014.

Rationale:

1. The new Agreement is a huge improvement over the 1962 Contract that it will replace, because it ensures that the Communities will have a major decision making role through the new JMB;
2. The Communities will gain unprecedented access to the County's internal management activity through the hiring of the Community Liaison who will work alongside the County staff both at the wastewater plant and downtown to attend meetings and to observe what is going on;
3. New protections are secured for System Revenue to prohibit borrowing by the County, require that System funds be restricted and establish new controls on Chargebacks;
4. The new Agreement establishes flexibility for the Tunnel Communities during wet weather periods to allow for substantially increased peak flows over the 1962 Contract limits;
5. The new Agreement preserves the Communities' ability to contest ownership if it is decided at some future date that the Communities want to challenge that issue and initiate litigation;
6. The newly constituted JMB can, if it so chooses, move forward to implement many of the issues and concerns that were raised by the Communities' Negotiating Team, but which were omitted from the Service Agreement (e.g. establishing performance benchmarks for the System, obtaining insurance coverage, establishing a detailed list of the County's duties and responsibilities for properly operating and maintaining the facilities, etc.);
7. Adopting the new Service Agreement avoids the possibility that the County may back away from the JMC and distance itself from collaborative management efforts with the Communities;

8. There is very little likelihood that the new incoming County Administration will be inclined to accept additional changes and concessions over and above those already incorporated into the Agreement that was approved on December 18, 2014.

Recommendation 2:

Establish a procedure for selecting the 4 Community Representatives and Alternates to serve on the new JMB.

Consideration should be given to utilizing the Downriver Utility Wastewater Authority (DUWA) as the body to elect Reps and Alternates, since the DUWA Articles of Incorporation establish a process for weighted votes based on each Community's relative share of the System.

Recommendation 3:

Begin the process of selecting and hiring the new Community Liason and for establishing a mechanism for funding that position.

A job description will need to be prepared so the position can be posted for prospective applicants. A process for screening and interviewing candidates will need to be established along with procedures for overseeing the work that is performed and processing invoices.

Recommendation 4:

Begin discussions with Wayne County staff to develop a strategy for getting the Downriver System exempted from onerous procedural requirements relating to Purchasing and Procurement.

Both the Community Negotiating Team and the County Negotiating Team are in agreement that the current purchasing and procurement procedures as set forth in the County Charter and various County Ordinances are not well suited to running a major public utility like the Downriver Sewer System. Both sides will need to collaborate on a plan to re-structure these procedures as they are applied to the System so as to provide greater flexibility and faster decision making.

**DOWNRIVER SEWAGE DISPOSAL SYSTEM
SERVICE AGREEMENT**

This Sewage Disposal System Service Agreement (hereinafter "Agreement") entered into this _____ day of _____, 20___, by and between the County of Wayne, a Michigan County Corporation (hereinafter referred to as the "County"), and the City of Belleville, City of Ecorse, City of Lincoln Park, City of River Rouge, City of Southgate, City of Wyandotte, City of Allen Park, City of Taylor, City of Dearborn Heights, City of Romulus, City of Riverview, Charter Township of Van Buren, and Charter Township of Brownstown, Michigan municipal corporations (hereinafter referred to as the "Community(ies)") located in Wayne County.

WITNESSETH

WHEREAS, 1957 PA 185 ("Act 185") authorizes a county to acquire sewage disposal systems as defined within said act and to improve, enlarge, expand, and operate such systems; and

WHEREAS, by the terms of Act 185, the County and the Communities are authorized to enter into a contract for the acquisition; improvement, enlargement or extension of a sewage disposal system and for the payment of the cost thereof by the Communities, with interest; and

WHEREAS, pursuant to Act 185, the County and the Communities entered into the Downriver Sewage Disposal System Contract dated March 1, 1962 and which expired March 1, 2012 (the "1962 Contract"); and

WHEREAS, the parties to the 1962 Contract and subsequent agreements contracted to acquire, expand, construct, finance, and operate the Downriver Sewage Disposal System (hereinafter referred to as the "System" and defined below); and

WHEREAS, the System has undergone a major expansion and renovation as a result of U.S. Environmental Protection Agency ("EPA") and Michigan Department of Environmental Quality ("MDEQ") mandates which were set forth in a Consent Decree dated May 24, 1994 in the matter of *USA, et al vs Wayne County Michigan, et al*, Civil Action No. 87-70992, filed in the U.S. District Court – Eastern District of Michigan, Southern Division; and

WHEREAS, as a result of said renovation and expansion, the County issued bonds in the aggregate amount of approximately \$285 million pursuant to a Financing Plan and Final Judgment entered in the above referenced matter on March 14, 1994; and the County and the Communities have pledged their full faith and credit in the support and payment of those bonds as provided for in the 1962 Contract; and

WHEREAS, the Consent Decree was terminated by Court Order on November 28, 2005; and

WHEREAS, the parties have agreed to enter into a new service agreement for the management, operation and, if necessary, the expansion of a System, to transport, treat, and dispose of Wastewater, as set forth below; and

WHEREAS, the parties agree that certain responsibilities and functions regarding overall management of the System as specified herein shall be transferred from the County to the County and the Communities pursuant to 1967 PA 8 ("Act 8") and the parties shall establish a "Joint Management Board" (hereinafter referred to as the "JMB" and defined below) to supervise implementation of this Agreement, through which the parties will exercise their shared decision making authority over the specified matters; and

WHEREAS, nothing contained in this Agreement shall constitute a waiver of or prejudice the respective positions of the parties on the question of ownership of the System.

NOW THEREFORE, in consideration of the mutual covenants, benefits and other consideration set forth below, the receipt and sufficiency of which is hereby acknowledged by each of the parties, the parties hereby agree as follows:

Article 1.
Definitions

1.01 The following words and expressions, or pronouns used in their stead, shall be construed as follows:

"Agreement" means each of the various provisions and parts of this document, including all attached Exhibits and any amendments thereto, as may be executed by the duly authorized representatives of the parties, and approved by each Community and the County.

"Bypass" means the intentional diversion of waste streams from any portion of the sewage collection, transport, or treatment system, except as authorized by the NPDES permit.

"Capital Improvement" means any project with a cost of \$500,000 or more which increases the capacity of the system or a system component, or which extends the useful life of the system or a system component.

"Chargebacks" means those expenditures that have historically been subject to the Chargeback Policy adopted by the Parties by Joint Management Committee resolution dated February 10, 2005. These are expenses charged to the System for services provided by the Department of Public Services and Wayne County's centralized services departments for administering, managing, financing and maintaining the system.

"Chargeback Policy" means the procedures for limiting and constraining the amount of Chargebacks that the County may include in System Costs charged to the Communities established in Section 5.03, incorporated herein as Exhibit A.

"CFS" means a rate of flow equal to cubic feet per second.

"Combined Sewer" means a sewer that is intended to convey both sanitary wastewater and storm water drainage.

"Community" means each of the thirteen (13) municipal corporations that are designated herein as parties to this Contract.

"Community Connection" means the point at the terminus of the Local Sewer System where the Community's pipe connects to the System either directly or via a Drainage District.

"Controlled Flow Communities" means those Communities or portions of Communities whose flow is conveyed through the Riverdrive Interceptor and whose respective Maximum Allowable Wet Weather Flow Limit is established as a specified peak flow rate. The "Controlled Flow Communities" are River Rouge, Ecorse, Lincoln Park, Allen Park (partial), Southgate (partial) and Wyandotte.

"Corrective Action Plan" or "CAP" means a document which identifies the steps needed to be taken by a Community to attain compliance with the Maximum Allowable Flow Limits established in this Agreement and a schedule for completing those steps.

"County" means the Charter County of Wayne.

"County Commission" means the legislative branch of the Wayne County government.

"Design Storm Event" means 4.42 inches of rainfall in 24 hours, used (per requirement of the Michigan Department of Environmental Quality) to design the Downriver Storage and Transport Tunnel, and various improvements to the Treatment Plant, during the period 1995 through 1999, as may be amended.

"Drainage District" means any entity established under Public Act 40, 1956 which includes facilities for the storage, conveyance or treatment of sanitary sewage generated within the Service Area of the System.

"Dry Weather Day" means any day within which no measurable response in flow rate to rainfall or snowmelt is recorded at any of the rain gages used for the System Monitoring Plan within the Service Area, and any day during which a wet weather storage facility is being dewatered. Example: If measurable rainfall for the month of June is recorded on June 5, June 8 and June 14, and there is a measurable response to that rainfall for the following three days, and the Wet Weather Storage Facilities are being dewatered on June 6, June 9 and June 15, the "Dry Weather Days" would be June 1, 2, 3, 4, June 12, June 13, and June 18 – June 30.

"Dry Weather Flow" means the Flow which is contributed on a Dry Weather Day.

"Emergency Operations Plan" means the Tunnel SOP dated July 18, 2003, as may be amended.

"Excess Wet Weather Infiltration and Inflow" means the infiltration and inflow that can economically be eliminated from the System by rehabilitation as determined by a cost effectiveness analysis that compares the cost of correcting and removing the infiltration/inflow to the total cost of transporting and treating the infiltration/inflow.

"Finance/Accounting Subcommittee" means a Subcommittee consisting of representatives of the County and the Communities and any sub-work groups thereunder involved with issues including but not limited to financial reporting, accounting, audit, rates and budgets.

"Flow" means wastewater delivered by a Community from the Community's Service Area to the System. It shall include wastewater from: residences,

businesses, commercial establishments, institutions, industries and Significant Industrial Users; groundwater infiltration in dry weather; and wet weather Infiltration and Inflow.

"Indirect Costs" means expenses charged to the System for services provided by the County other than the direct charges for operating, maintaining, and financing the System. Indirect Costs include charges for administrative, managerial and support staff within the Department of Public Services for employees whose work responsibilities are either not directly or fully related to operation and maintenance of the System. Indirect Costs include outside legal services retained to assist on litigation or other issues related to the System. Indirect Costs also include Chargebacks as set forth in Section 5.03 for allocated costs such as engineering and Corporation Counsel charges.

"Industrial Pretreatment Program" means the program by which discharges from industrial customers are regulated in accordance with the requirements of regulations established by U.S. EPA pursuant to 40 CFR Part 403.

"Infiltration" means any water or groundwater that enters the System or the Local Sewer System through such means as, but not limited to, defective pipes, pipe joints, connections, and manhole walls.

"Inflow" means the storm water that enters the sanitary sewer System through, by way of example, direct connection of downspouts, sump pumps, foundation drains and/or storm sewers.

"Institutions" means any nonprofit or quasi-public users or institutions such as a church, library, public or private school, hospital, or municipally owned or operated building, structure or land used for public purpose as may be defined in the local zoning ordinance.

"Joint Management Board" or "JMB" means the Board formed by the County and the Communities pursuant to MCL 124.535 and described in Article 6 of this Agreement.

"Legal/Policy Subcommittee" means the Subcommittee consisting of representatives from the County and the Communities involved with the review of legal matters relating to the System.

"Local Sewer System" means those wastewater facilities which are connected to the System but which are owned, operated and maintained by a Community or a Drainage District. Local Sewer Systems may include collector sewers, trunk sewers, manholes, junction chambers, regulators, pumping stations, Wet Weather Storage Facilities and other appurtenances.

"Maximum Allowable Flow Limit" means the maximum allowable Flow that a Community may deliver to the System for either Dry Weather Flow, if applicable, and/or Wet Weather Flow, as identified in Exhibits B and/or C, respectively. During the first three (3) months of this Agreement (or until new limits are approved as an Amendment pursuant to Section 3.01 and Section 12.03, if sooner), the Maximum Allowable Flow Limits for each Community shall be those set forth in Exhibit D.

"MDEQ" means the Michigan Department of Environmental Quality, or its successor agency.

"Meter" means a Flow meter.

"MGD" means a rate of Flow equal to million gallons per day.

"Non-Controlled Flow Communities" means those communities or portions of communities whose Flow is not conveyed through the Riverdrive Interceptor and whose Maximum Allowable Wet Weather Flow is established as a specified volume of Flow generated during a Design Storm Event. The "Non-Controlled Flow Communities" are Belleville, Van Buren Township, Romulus, Taylor, Dearborn Heights, Allen Park (partial), Southgate (partial), Brownstown Township and Riverview.

"NPDES Permit" means the National Pollutant Discharge Elimination System Permit issued to the System under Public Law 92-500 as amended (the federal Clean Water Act).

"Notices" means all notices, consents, approvals, requests and other communications required to be given under the terms of this Agreement.

"Operation and Maintenance" or "O & M" means those expenses which are incurred to keep all equipment and processes running properly. O & M includes routine and non-routine repair and replacement of equipment, as well as preventive measures to keep units functioning and avoid breakdowns.

"Overflow" means the Wastewater that is collected in the Local Sewer Systems, but which is discharged to the environment without receiving treatment at the Treatment Plant.

"Sanitary Sewer" means a sewer that is intended to convey sanitary Wastewater and a limited amount of infiltration and inflow, but which is not intended to convey stormwater drainage.

"Services" means the conveyance, storage, and treatment of Flow delivered by the Communities to the System.

"Service Area" means the geographical area as shown on Exhibit E which establishes the area within which Wastewater is generated and can be conveyed through the System for treatment and discharge at and from the Treatment Plant.

"Sewer Use Ordinance" means County Ordinance No. 2010-682 as may be amended, adopted by the County that establishes design standards for sewers and other terms and conditions for the discharge of Wastewater into the System, including the County's Industrial Pretreatment Program.

"Significant Industrial Users" means those all industrial users subject U.S. EPA's Categorical Pretreatment Standards under 40 CFR Part 403 and 40 CFR Chapter I, Subchapter N, as amended, and any other industrial user that is defined as a Significant Industrial User in the Sewer Use Ordinance.

"System" means the Downriver Sewage Disposal System including the Treatment Plant, all interceptors, bypasses, outfalls, Flow metering devices, pump stations, tunnels, sewage treatment systems, and related facilities and equipment used to provide Services.

"System Capacity" means the Flow which can be transported, stored and/or treated by the System.

"System Costs" means all costs and expenses incurred in operating, maintaining, and financing the System. System Costs include, but are not limited to the following:

1. A fund in such amount as shall be determined by the County for the repair, replacement and improvements of the physical assets of the System;
2. All costs necessary to upgrade, alter, modify, expand and improve the System to comply with all applicable federal and state laws, rules and regulations, including Capital Improvements;
3. The direct costs of operating and maintaining the System, the costs of governance and oversight by the JMB pursuant to Article 6 of this Agreement, and other reasonable and necessary costs and expenses relating to the System, including the costs of insurance;
4. Costs of defending and settling/satisfying claims against the County and/or the System related to the System;
5. The County's Indirect Costs incurred in operating, maintaining, and financing the System, certain categories of which are

subject to the Chargeback Policy as set forth in Section 5.03 and Exhibit A; and

6. The cost of financing any System cost and expense, including costs of bonded indebtedness.

“System Monitoring Plan” means a plan, as may be amended, that establishes how Flow into the System from each of the Communities shall be measured. The current plan was adopted on November 8, 2012.

“Technical/Engineering Subcommittee” means the Subcommittee consisting of representatives from the County and the Communities and any sub-work groups thereunder involved with technical issues for the System, including but not limited to items such as operation, maintenance, flow monitoring, and permit compliance.

“Treatment Plant” means the Downriver Wastewater Treatment Facility located at Biddle and Pennsylvania in Wyandotte, Michigan.

“Wastewater” means the combination of the liquid and water-carried wastes from residences, commercial buildings, institutions, industrial plants, and Significant Industrial Users, whether treated or untreated, which are contributed to or permitted to enter the System. Wastewater may also contain Inflow and Infiltration and cooling water.

“Wet Weather Day” means any day that is not a Dry Weather Day.

“Wet Weather Event” means the period of time beginning with a measurable increase above the Dry Weather Flow rate as a result of rainfall or snowmelt, and continuing for 96 hours thereafter.

“Wet Weather Flow” means the Flow contributed over a 96-hour period after the onset of a Wet Weather Event.

“Wet Weather Storage Facilities” means combined sewer overflow retention treatment basins, equalization basins, or other facilities which are used to store and/or treat excess Wet Weather Flows and which may subsequently be dewatered to the System.

“Wet Weather Tunnel” means the 15 million gallon tunnel constructed as part of the 1994 Consent Judgment to provide capacity to store and convey Wet Weather Flows generated in the Non-Controlled Flow communities.

Article 2.
Delivery of Flow, Operation and Maintenance of
Local Sanitary Sewers and Connections to System

- 2.01 Delivery of all Flow from Within the Service Area. Each Community shall deliver to the System all of the Flow generated from the Community's Service Area as depicted in Exhibit E except for the following:
1. Flows approved to be delivered to other Systems as may be authorized pursuant to Section 3.03 of this Agreement;
 2. Bypasses and Overflows;
 3. Wastewater from septic systems and other private on-site sewage disposal systems within the Service Area; and
 4. Direct discharges of wastewater to receiving waters from facilities as authorized by NPDES Permits.
- 2.02 Local Sewer System Operation and Maintenance. Each Community shall, operate and maintain, at its expense, the sanitary sewers and related infrastructure by which Flow is collected and delivered to the System. Each Community shall properly operate and maintain their Local Sewer System including, but not be limited to the removal of excess wet weather infiltration and inflow (I/I).
- 2.03 Compliance with County Rules and Regulations. Each Community shall comply with all permit requirements, rules and regulations applicable to sewer design, construction permits and allowable wastes, including but not limited to the County Sewer Use Ordinance and any other standards adopted by the County.
- 2.04 Local Sewer System Connections to the System. Each Community must deliver all Flow to the System at defined connection points approved by the County. Each Community shall, at its expense, make, operate and maintain all Community Connections to the System, and secure written consent from the County for any new Community Connections, which consent shall not be unreasonably withheld. The Community shall obtain all necessary permits prior to initiating construction of any new Community Connections to the System. Neither the County nor the JMB shall have any responsibility for operating or maintaining any portions of a Local Sewer System.
- 2.05 Acceptance of Flow From Outside the Service Area. The Communities shall not deliver to the System any wastewater originating in any area outside of the specified Service Area without the written consent of the County, which consent shall not be unreasonably withheld. The System shall not be obligated by this Agreement to convey, store or treat Flow that originates outside the Service

Area, except as authorized in this Article. Van Buren Township is authorized to convey stored Wet Weather Flow from its Equalization Basin ("EQ Basin") into the System from any territory within Van Buren's corporate boundaries served by the Rouge Valley Sewage Disposal System, the South Huron Valley Utility Authority's system, or the System provided that the approved operation and maintenance procedures for the EQ Basin are followed, and also provided that the Flows contributed by Van Buren Township during and after Wet Weather Events are within the Maximum Allowable Flow Limit as set forth in Article 3 and Exhibit C (or Exhibit D, if applicable). The operation and maintenance procedures for the Van Buren Township EQ Basin may be updated or revised from time to time as necessary, subject to the approval of the County, which approval shall not be unreasonably withheld.

- 2.06 Construction of New Sewer Facilities within the Service Area. Except as may be authorized pursuant to Section 3.04, no Community shall construct or permit the construction of any sanitary sewer in the Service Area that does not connect directly or indirectly to the System. Any new facilities for sanitary sewer overflow control, combined sewer overflow control, equalization basins, interceptors and relief sewers within the Service Area shall not be constructed without the written consent of the County, which consent shall not be unreasonably withheld. All new sewer facilities and sewers constructed within the Service Area shall conform to the standards adopted by the County including those which are set forth in the Sewer Use Ordinance.
- 2.07 Changes in Jurisdiction. No change in the jurisdiction over any territory of a Community shall in any manner impair the Parties' obligations under this Agreement. In the event that all or any part of the territory of any Community is incorporated as a new city or is annexed to or becomes a part of the territory of another municipality, the municipality into which the Community territory is incorporated, or to which such territory is annexed, shall assume the proportionate share of the contractual and Flow obligations.
- 2.08 Changes in Service Area. The boundaries of the Service Area may be changed only by the express, written consent of the County, which consent shall not be unreasonably withheld. However, any Community that obtains authorization to change its Service Area boundary shall remain obligated for any prior debt pursuant to the provisions of Article 5 of this Agreement.

Article 3. Maximum Allowable Flow Limits

- 3.01 Maximum Allowable Flow Limits. Each Community shall have the right to deliver Flow to the System for transport, treatment and disposal up to the Maximum

Allowable Flow Limits. The Maximum Allowable Flow Limits shall apply as follows:

1. The JMB shall develop and approve pursuant to Section 6.07 Maximum Allowable Flow Limits for Dry Weather Flow (for Non-Controlled Flow Communities) and for Wet Weather Flow within three (3) months of the effective date of this Agreement, which shall then be incorporated as an Amendment to this Agreement pursuant to Article 12. Once the new Maximum Allowable Flow Limits have been so adopted, the new Limits will be listed in Exhibit B for Dry Weather Flow and Exhibit C for Wet Weather Flow, replacing the Limits listed in those Exhibits as of the Effective Date of this Agreement;
2. During this three (3) month period, or until new limits are adopted, if sooner (the "Interim Flow Limit Period"), the Maximum Allowable Flow Limits for each Community shall be those set forth in Exhibit D; and
3. If for any reason, the new Maximum Allowable Flow Limits for Dry Weather Flow (for Non-Controlled Flow Communities) and for Wet Weather Flow are not adopted within three (3) months of the effective date of this Agreement, the Dry Weather and Wet Weather Flow Limits set forth in Exhibits B and C will become the Maximum Allowable Flow Limits.

Each Community shall ensure that the Flow it delivers to the System is within its Maximum Allowable Flow Limits. The County shall ensure that Flows delivered by the Communities up to the Maximum Allowable Flow Limits shall be accepted for treatment and disposal.

3.02 Transfer of Maximum Allowable Flow Limit.

1. Transfer to another Community. Any Community may, with the written consent of the County and, subject to Article 6, the consent of the JMB, which consents shall not be unreasonably withheld, agree with any other Community to transfer any portion of its Maximum Allowable Flow Limit if the Community provides the County with ninety (90) days prior written notice and provided that such transfer and agreement:
 - a. Will not cause the transferee Community to exceed its remaining Maximum Allowable Flow Limits as set forth in Exhibit B and/or Exhibit C;
 - b. Is to a Community that is physically located so as to make use of the transferred Flow in the interceptor;
 - c. Shall not affect, alter or diminish the obligations of the Community transferring a portion of its Maximum Allowable Flow Limit as set

forth in this Agreement, including any obligation to pay in full all outstanding capital costs and any remaining rates and charges accumulated and/or assessed. Nothing herein precludes the transferring Community from assigning its responsibility for any remaining capital costs rates and/or charges to another Community that has been re-allocated some or all of the Community's Maximum Allowable Flow Limit, provided that the terminating Community shall remain ultimately responsible for the remaining capital costs, rates, and/or charges in the event the other Community fails to timely pay said capital costs, rates, and/or charges; and

d. Shall conform to System design parameters.

2. Transfer to a Non-Party. If any Community wishes to transfer any of its Maximum Allowable Flow Limit to a community that is not a party to this Agreement, each of the requirements set forth in subsection 1(a)-(d) apply. In addition, the Community must first offer for 90 days that portion of its Maximum Allowable Flow Limit to the Communities.

3. Unapproved Termination of Flow. A Community that terminates its Flow into the System with regard to all or part of its Service Area without an approved transfer under subsection 3.02.1 or 3.02.2, above, shall be in breach of this Agreement. In such event:

a. The Community shall remain responsible for all outstanding capital costs and any remaining rates and charges accumulated and/or assessed and shall either (1) pay in full all outstanding capital costs and any remaining rates and charges accumulated and/or assessed as of the date of such termination, or (2) enter into a contract guaranteeing monthly payments to the County for the full amount of such capital costs, rates and/or charges, it being expressly understood and agreed that the County may seek any and all available relief on behalf of the System for breach of this Agreement and shall be entitled to recover its reasonable litigation costs, including its actual attorney and expert fees, if the Community fails to fully perform as set forth in this subsection; and

b. That portion of the Community's Maximum Allowable Flow Limit so terminated or reduced shall be re-allocated at the discretion of the County for the benefit of the System.

3.03 Delivery of Flow to Other Systems. A Community may request authorization to convey a portion of the wastewater generated within the Service Area as designated in Exhibit E to other wastewater systems, and the County may approve the request if it determines that this is in the best interest of the System, and that all other requirements of this Agreement are met. Such a transfer shall

not affect, alter or diminish the obligations of the Communities as set forth in this Agreement, including any obligation to pay previously assessed System Costs. Van Buren Township is authorized to dewater and convey stored Wet Weather Flows generated within the Service Area to the South Huron Valley Utility Authority system in accordance with the approved EQ Basin operation and maintenance procedures.

3.04 Maximum Allowable Flow Limits – Non-Controlled Flow Communities.

1. Dry Weather Flow. After the Interim Flow Limit Period, each of the Non-Controlled Flow Communities shall have the right to deliver Dry Weather Flow including all wastewater (residential, commercial, and industrial) plus dry weather Infiltration and Inflow to the System up to the Maximum Allowable Flow Limit for Dry Weather Flow set forth in Exhibit B. During the Interim Flow Limit Period, there will be no separate Limits for Dry Weather Flow.
2. Increases to Dry Weather Flow Contributions. Actions which may result in Dry Weather Flow increases above those shown in Exhibit B including but not limited to new or increased discharges from industrial facilities and construction of new sewers within the Service Area, shall not be undertaken without the prior written approval of the County. Any request for a proposed increase in the Dry Weather Flows from a Community shall be submitted to the County and the JMB and shall include the following:
 - a. A demonstration by the requesting Community that the increase will not adversely affect the performance of the System in both dry and wet weather (both the Treatment Plant and the interceptor system), and that the NPDES Permit limits will continue to be met; and
 - b. A demonstration by the requesting Community that there is sufficient transport and treatment capacity for the System such that a similar increase in allowable Dry Weather Flows could also be made available to all of the other Communities served by the System without adversely affecting the performance of the Treatment Plant and the interceptor system.

After the request has been reviewed, the County may approve or deny the proposed increase, provided that any Community that disagrees with the County's approval shall have the opportunity to pursue the matter under the Dispute Resolution provisions as set forth in Article 10 of this Agreement.

3. Wet Weather Flow. After the Interim Flow Limit Period, the Non-Controlled Flow Communities shall have the right to deliver Wet Weather Flow up to the Maximum Allowable Flow Limits set forth in Exhibit C. During the Interim

Flow Limit Period, the Non-Controlled Flow Communities shall have the right to deliver Wet Weather Flow up to the Maximum Allowable Flow Limits set forth in Exhibit D.

3.05 Maximum Allowable Flow Limits – Controlled Flow Communities. Dry Weather Flows from Controlled Flow Communities are not subject to a separate Maximum Allowable Flow Limit under Exhibit B. After the Interim Flow Limit Period, the Controlled Flow Communities may, at their discretion, discharge any combination of Dry and Wet Weather Flows to the System provided that the total Flow rate does not exceed the Maximum Allowable Flow Limit for Wet Weather Flow established in Exhibit C. During the Interim Flow Limit Period, the Controlled Flow Communities shall have the right to deliver any combination of Dry and Wet Weather Flows up to the Maximum Allowable Flow Limits set forth in Exhibit D.

3.06 Storage and Dewatering of Excess Wet Weather Flows.

1. General. Stored Wet Weather Flows may only be discharged to the System from existing or proposed Wet Weather Storage Facilities if authorized by the County, which authorization shall not be unreasonably withheld, based on a determination that the discharge of such Flows can be transported and treated by the System without adverse effects to the Communities, and that compliance with NPDES Permit limitations can be maintained.
2. Existing Wet Weather Storage Facilities. The existing Wet Weather Storage Facilities in the System that, upon authorization, may discharge stored Wet Weather Flows to the System are listed in Exhibit F. Dewatering of these facilities at the end of a Wet Weather Event shall be performed as soon as possible based on available transport and treatment capacity in the interceptors and at the Treatment Plant as authorized by the County as provided above.
3. Proposed New Wet Weather Storage Facilities. Any Community seeking to construct a new Wet Weather Storage Facility shall obtain approval from the County, which approval shall not be unreasonably withheld, prior to constructing the facility. A request for approval to construct and operate Wet Weather Flow Storage Facilities must include an evaluation of the impacts of the facility on System hydraulics and treatment performance by the requesting Community, and shall specify the anticipated maximum dewatering rate and time period anticipated to be needed to fully dewater the storage facility.

Upon receipt of an application for a new Wet Weather Storage Facility, the request shall be distributed with the supporting information to the County for review. The County may approve or deny the proposed increase, provided that any Community which disagrees with the approval or denial shall have the opportunity to pursue the matter under the Dispute Resolution provisions as set

forth in Article 10 of this Agreement. Any approval of a new Wet Weather Storage Facility shall include limitations and conditions on the initiation and termination of dewatering from the facility.

- 3.07 System Expansion and Increases to Maximum Allowable Flow Limits. It is recognized that it may be necessary to expand the System and/or increase the transport or treatment capacity of the System in the future in order to accommodate the needs of the Communities as growth and development takes place within the Service Area. The parties hereto agree to work collaboratively to plan, design and construct such additional facilities as may be necessary, with the understanding that the costs for such expansion and/or increased capacity will be borne by the Communities benefitting from the expansion or capacity increase, and that any such expansion or increase in capacity shall not adversely affect the current rights to deliver Flows by any Community up to its Maximum Allowable Flow Limits.

Article 4.

Determination of Non-Compliance with Maximum Allowable Flow Limits And Enforcement of Flow Limits

- 4.01 Monitoring to Determine Flow Contributions. Flow meters shall be operated and maintained by the County throughout the System to provide data for the purpose of determining each Community's Flow contributions. The process currently used to monitor Flows from the Communities is set forth in the System Monitoring Plan. The County shall use reasonable best efforts to maintain all the System's Flow meters and associated equipment in good working order, and shall regularly review meters to assess their accuracy. Additional temporary and/or permanent meters may be installed as necessary to further identify Flows contributed by individual Communities for those meter sites which record Flow from more than one Community. Computer models and/or other analytical tools may also be used to estimate Flow contributions. The County may require a Community to conduct supplemental Flow monitoring to provide additional information about the Flows being conveyed to the System.
- 4.02 Meter Data Analysis. Meter data shall be compiled and analyzed by the County. Consistent with Section 6.11, a report shall be periodically prepared and distributed which describes the actual Dry and Wet Weather Flows contributed by each Community each month and the year-to-date average, along with a comparison of actual Flows to the Maximum Allowable Flow Limits and other relevant information. The methodology for analyzing Flow data may be modified from time to time as necessary. Metering data may be supplemented with computer modeling and/or other evaluation tools.

4.03 Non-Compliance with Maximum Allowable Limits. Any Community with Flow in excess of its Maximum Allowable Flow Limit as set forth in Exhibit B, C and/or Exhibit D, as applicable, may be deemed to be in non-compliance with this Agreement.

4.04 Corrective Action Plans. Any Community identified as being in non-compliance with its Maximum Allowable Flow Limit pursuant to Section 4.03 shall be so notified by the County and the County may require the Community in non-compliance to prepare and implement a CAP, provided that the County shall have the discretion to waive an exceedence deemed to be minor and/or temporary.

Any Community that disagrees with the County's finding of non-compliance shall have the opportunity to pursue the matter under the Dispute Resolution provisions of Article 10, and any requirement to prepare a CAP shall be deferred until the dispute is resolved. A Community which is deemed to be in non-compliance with its Maximum Allowable Flow Limit shall prepare a CAP that identifies the steps needed to be taken to attain compliance with the Maximum Allowable Flow Limit and a schedule for completing those steps. The CAP shall be developed and approved for implementation within six months after receipt of notification from the County of non-compliance or within six months after resolving the dispute if the Community invokes the Dispute Resolution process. An extension of up to six additional months may be granted by the County if necessary due to technical or financial constraints that preclude the preparation of the CAP in six months. Once prepared, the CAP shall be submitted to the JMB, County, and all Communities. The Community shall implement the CAP upon approval of the CAP by the County. Notwithstanding the above, a CAP need not be prepared if the Community can demonstrate that it is in compliance with its Maximum Allowable Flow Limits based on additional Flow monitoring and such demonstration is acceptable to the County.

4.05 Enforcement and Sanctions. In addition to requiring a CAP, the County may assess other appropriate sanctions against any Community for exceeding Maximum Allowable Flow Limits. No sanctions shall be imposed except as may be authorized by the County based on a determination that sanctions are warranted in order to compel compliance by the Community or to ensure that the System is not subject to increased risk as a result of the violations. Any decision to impose a sanction shall be made on a case by case basis after providing opportunity for the subject Community to present information and evidence in support of its position. Sanctions which could potentially be imposed include, but are not limited to, the following:

1. Restriction on sewer construction;

2. Limitations on sewer taps for new industrial, commercial or residential customers;
3. Installation of Flow restriction measures within the Local Sewer in the vicinity of a Community's Connection to the System in order to prevent a Community from contributing more than its Maximum Allowable Flow Limit to the System;
4. Financial penalties of up to \$10,000 per day for each day of non-compliance; and/or
5. Legal or administrative actions necessary to enforce the provisions of this Agreement.

Provided, however, that any Community may contest any enforcement action including the assessment of sanctions pursuant to the Dispute Resolution provisions in Article 10 of this Agreement. Any monetary fines or penalties collected as a result of sanctions shall be used to offset System Costs.

- 4.06 Sewer Use Ordinance. Nothing contained in this Agreement is intended to limit the County's right to enforce the Sewer Use Ordinance or to assess sanctions as set forth therein.

Article 5. System Operation and Payment of System Costs

- 5.01 System Operation. The County, subject to Article 6, shall operate and maintain the System and shall:
1. Provide Services for the Flow delivered by the Communities to the System within their respective Maximum Allowable Flows and in compliance with the Sewer Use Ordinance and other applicable laws and regulations; and
 2. Use reasonable best efforts to operate and maintain the System in accordance with all NPDES Permit requirements and all applicable laws and regulations that apply to the System; and
 3. Perform other necessary duties and tasks relating to the operation, maintenance, management and administration of the System.
- 5.02 Payment of System Costs. Each Community shall timely pay all rates and charges approved under Article 6 and assessed by the County. Such rates and charges shall be sufficient to pay for all System Costs. The County shall use all

methods available to collect rates and charges from any Community that does not timely pay such rates and charges.

- 5.03 Chargeback Policy. The System Costs charged to the System for County Services shall be in accordance with the Chargeback Policy as set forth in Exhibit A to this Agreement. It is recognized that the Chargeback Policy may be modified and updated upon mutual agreement of the County and the JMB, with the approval of the County Commission. The Chargeback Policy shall be reviewed every three years and revised as necessary to reflect current conditions within the System.
- 5.04 Payment Procedures. Invoices for each Community's share of System Costs shall be due and payable not more than thirty (30) calendar days from the date shown on the invoice. Fees for the base flow sewage disposal services are due and payable not more than forty-five (45) calendar days after the month of service. Any charges or portion of the charges that is not paid by the due date shall be subject to a finance charge at a rate of 1.5% per month for each month or fraction thereof that they remain unpaid. Any portion of the total invoice, plus any finance charges applied to the invoice which are not paid by the next invoice date, shall be shown on the next invoice as arrears. If the accuracy of an invoice is in dispute, the Community shall place the disputed amount of the invoice in an interest bearing escrow account maintained by the County Treasurer pending resolution of the dispute and the finance charge shall thereupon cease. Accrued interest on the escrow account shall be allocated between the parties directly proportional with the resolution of the dispute. The cost, if any, of maintaining the escrow account shall be allocated between the parties inversely proportional with the resolution of the dispute. Disputes related to rates for System Costs charged by the County are specifically excluded from the application of this Paragraph.
- 5.05 Schedule of Rates and Charges. The rates and charges for System Costs shall be made to each Community based on a schedule of rates and charges prepared by the County and approved pursuant to Article 6. Any rates and charges specified in any such schedule shall be subject to adjustment by the County, subject to Article 6, with proper notice as set forth in Section 5.06, if necessary in order to provide sufficient funds to pay for System Costs.
- 5.06 Notification of Rates and Charges. As soon as practical in the rate- and charge-making process, the County shall provide information on proposed rates and charges and the draft data and information used in the calculation of proposed rates and charges, including detail of charges, flow rate charges and chargebacks, in a format that will enable the Communities to assist in the rate- and charge-making process. The Communities will be provided 10 day notice of any rate meetings. Every effort will be made to provide the County rate data information at least five days in advance of the meeting. In the event that information is not provided in advance as specified, the Communities will be

given additional time to review and comment on the materials and if needed an additional meeting set up to address concerns. The County shall provide each Community with written notice of a proposed rate and charge and the underlying data used to calculate the rate charge. The County shall meet with each Community to review the rate and charge data.

- 5.07 Customer Rates. Each of the Communities shall establish rates to be collected from its individual users that shall be sufficient to fund the rates and charges to be paid to the County for System Costs. The rates to be collected from the Communities' individual users may also include the cost of retaining the Community Liaison, as described in Section 6.10.
- 5.08 Disclosure of Rate and Charge Information by Community. Each Community will disclose to its customers annually information related to its rates and other charges.
- 5.09 Notification of Debt Issuance. Immediately upon the issuance of any debt to finance System Costs, the County shall notify each of the Communities by written communication of the amortization schedule of payments of principal and interest, along with the proportionate share to be paid by each Community in accordance with the sharing percentages as previously agreed.
- 5.10 General Ledger Debt Service Cash Accounts. The County shall maintain distinct debt service general ledger cash accounts for each Community for any funds remitted by Communities. These cash accounts will be used to track payments made to the County for each Community's share of upcoming debt payments less actual payments made for principal, interest, and paying agent fees. Cash balances held for future payments or debt reserves will be allocated with interest on a monthly basis at the average rate earned on the County's pooled investment account. No Community shall be in a negative cash balance position. If a negative cash balance position does occur, it shall be cured within thirty (30) days. In the event that a Community's cash account is in a negative position, the account will be charged with interest expense on a monthly basis at the average rate earned on the County's pooled investment account. The County shall use all methods available to compel a Community to cure their negative cash position. In addition, the County shall not borrow funds from any Community general ledger cash account to cover a negative cash position held by any other Community or for any other County purpose.
- 5.11 Management of System Funds. A portion of the Downriver System Operation and Maintenance Funds sufficient to pay expenses and meet cash flow needs may be kept in the County's General Pooled Cash fund, with the amount to be determined by the County. The remainder of the Downriver System Cash (including debt service reserves and capital reserves) shall be maintained as restricted funds in the County reserve pool, separate from the County's General

pooled Cash fund. Borrowing of Downriver System funds by the County to pay for expenses unrelated to the Downriver System is prohibited without the prior approval of the JMB.

Article 6. Joint Management Board

- 6.01 Transfer and Sharing of Specified Responsibilities and Functions. Pursuant to Act 8, the County shall share decision making authority over the issues identified in this Article 6 with the Communities to the extent set forth herein. The parties shall exercise their shared decision making authority through the JMB, as set forth below.
- 6.02 Joint Management Board Establishment and Role. Pursuant to Act 8, the JMB shall be responsible for overseeing the County's management of the System with regard to the functions and responsibilities described in this Article 6.
- 6.03 JMB Composition and Officers. The JMB shall consist of nine (9) members, four (4) of which shall be appointed by the County Executive, one (1) of which shall be a County Commissioner representing one or more of the Communities as appointed by the County Commission, and four (4) of which shall be appointed by the Communities. The County Executive, County Commission and the Communities shall also select an alternate for each member they select. The Committee shall annually elect, by majority vote, a Chairperson and Vice-Chairperson to serve for a term of 1 year.
- 6.04 JMB Meetings. The JMB shall meet upon proper prior notice at designated times and locations mutually agreeable to the greatest extent possible for all members. Regular meetings of the JMB shall be scheduled to occur not less than quarterly. Special meetings may be called by written request of 3 or more of the JMB members. A quorum constituting six (6) members of the JMB shall be required to conduct business.
- 6.05 Voting. Each member shall have one vote on each matter voted upon by the JMB; provided however, that the JMB members shall use their best efforts to arrive at a consensus on all matters considered by the JMB. All decisions by the JMB shall be by majority vote at any meeting in which there is a quorum, except for those matters identified in Section 6.08 below, on which a six member majority shall be required for approval. Matters which have been presented to the JMB for action but which have been tabled, referred to subcommittee for consideration and/or upon which further information is sought, shall not be acted upon by the County, except in exigent circumstances.
- 6.06 Subcommittees. The Technical/Engineering, Finance/Accounting and Legal/Policy Subcommittees are established to provide input and

recommendations to the JMB and the County with regard to issues within their jurisdiction as determined by the JMB. The JMB may also establish such other subcommittees as it deems appropriate.

- 6.07 JMB Responsibilities. The JMB shall have the responsibilities set forth below. To the greatest extent possible as allowed by applicable legal requirements (including state and federal statutes and regulations, the County Charter, and the County Code of Ordinances) and absent exigent circumstances, the JMB's decisions regarding the matters enumerated below shall be final:
1. Approval of Operational Budget. The JMB shall review and approve the annual operational budget prepared by the County;
 2. Approval of Rates and Charges. The JMB shall review and approve the rates and charges to be paid to the County for operation of the System for each ensuing fiscal year as set forth in Section 5.02;
 3. Allocation of System Costs/Flow. The JMB shall review and approve the allocation of System Costs and any transfer of Maximum Allowable Flow Limits among the Communities;
 4. Issuance and Approval of Contracts. The County shall be the contracting party with regard to all contracts related to the System. The JMB shall vote on the award of all professional services and construction contracts where the contract amount exceeds \$50,000;
 5. Approval of Construction Change Orders. The JMB shall review and approve any construction contract Change Order whose cost exceeds \$50,000. Change orders shall not be artificially divided so as to constitute a change order of less than \$50,000;
 6. Capital Improvements. The JMB shall review and approve any proposed Capital Improvements and funding sources, and any bond sale or other debt instrument;
 7. Adoption of Maximum Allowable Flow Limits. The JMB shall develop and approve Maximum Allowable Flow Limits for Dry Weather Flow (for Non-Controlled Communities) and for Wet Weather Flow as set forth in Section 3.01; and
 8. Acquisition and Disposition of Real Property. The JMB shall review and approve any proposed acquisition and/or disposition of Real Property for use by the System.
- 6.08 Super Majority. All decisions by the JMB shall be by majority vote at any meeting in which there is a quorum, except for decisions regarding the following issues, for which at least six votes in favor are required for approval:

1. All contracts over \$250,000 (including change orders and contract amendments) funded by System revenues or Bonds for operation, maintenance, and repair of the System;
 2. Capital Improvements; and
 3. Cost Allocations among the Communities for Capital Improvements.
- 6.09 Minority Report. On any issue that is subject to County Commission approval where four dissenting votes are cast, the dissenting voters may prepare a "minority report" stating the reasons for their opposition to the JMB's decision, which the County shall present to the County Commission when the issue is brought before it.
- 6.10 Community Liaison. The Communities may retain and pay a Community Liaison ("CL") to monitor and participate in ongoing System activities as mutually agreed and receive/distribute County operational information to the Communities. The County shall work cooperatively with the CL, provided that the CL's activities and requests for information do not unreasonably burden the County and/or its employees. The Communities may recover the costs of retaining the CL under Section 5.07.
- 6.11 County Reporting. The County shall provide the JMB with timely and appropriate information on System operation and maintenance, including without limitation: a) quarterly financial reports detailing a line item operation and maintenance budget; b) an annual audited financial report for each fiscal year containing the general status of the operation and maintenance activities and a breakdown of all financial revenues and expenditures for the System; c) the information described in Section 4.02, above; and d) a quarterly Operations report that includes the DMR forms submitted to MDEQ showing the quality and quantity of discharges and the status of compliance with NPDES Permit limits. Such reports shall be provided to the JMB promptly upon completion of the reports.

Article 7. Agreement Term; Renewal and Termination

- 7.01 Term. The County shall provide Services to the Communities in accordance with the terms and conditions of this Agreement for a period of Twenty (20) years from the effective date of this Agreement. This Agreement is effective following approval of each of the Community's legislative bodies and on the date specified in the resolution by the County Commission. This Agreement replaces and supersedes any prior sewage disposal system contracts between the parties, subject to Sections 7.02 and 7.03, below.

7.02 Pre-Agreement Debt. Each Community's obligation to repay any debt incurred or assessed prior to this Agreement, including, but not limited to, any debt related to the issuance of bonds, under the terms of the 1962 Contract, as amended, any subsequent Construction, Finance and Service Agreements, and since the expiration of the 1962 Contract, are preserved and are carried over and incorporated into the terms of this Agreement. A schedule of the current debt for each Community as of the effective date of this Agreement is included as Exhibit G.

7.03 Survival of Payment Obligations. The following payment obligations survive the termination or expiration of this Agreement:

1. Each Community's obligations under this Agreement for capital cost recovery, if any;
2. Each Community's obligations to repay debt incurred by the County related to the issuance of bonds by the County during the term of this Agreement for the System; and
3. Each Community's obligations to repay debt incurred by the County related to the issuance of bonds by the County prior to this Agreement.

All such obligations continue until satisfied.

Article 8. Force Majeure

8.01 Force Majeure. No failure or delay in performance of this Agreement, by any Party, shall be deemed to be a breach thereof when such failure or delay is caused by a force majeure event, including but not limited to, any Act of God, strikes, lockouts, wars, acts of terrorism, riots, epidemics, explosions, sabotage, breakage or accident to machinery or lines of pipe, the binding order of any court or governmental authority, or any other cause, whether of the kind enumerated in this Article 8 or otherwise, not within the control of a party, except that no cause or contingency shall relieve Community of its obligation to make payment for System Costs.

Article 9. Character of Sewage

9.01 Character of Sewage. Each Community shall be responsible for the character of the sewage originating therein except for the wastewater discharges from Significant Industrial Users which are subject to independent monitoring, control and regulation directly by the County pursuant to the Sewer Use Ordinance.

Each Community shall comply with the Sewer Use Ordinance and other regulations together with any other federal, state or local rule, regulation or ordinance controlling the discharge of industrial and/or commercial type wastes into the System.

- 9.02 Sewer Use Ordinance. Each Community agrees to abide by the requirements of the Sewer Use Ordinance and to cooperate with the County's enforcement thereof. To the extent that the County's proper enforcement of the Sewer Use Ordinance reasonably requires a Community to adopt any new or modified ordinance, rule, or regulation, the Community shall, upon notice, adopt the necessary ordinance, rule, or regulation after review and approval of the County.
- 9.03 Remedies. If the County determines that the character of sewage contributed from any Community is such that it imposes an unreasonable additional burden upon the System, including causing or contributing to an event of non-compliance with the System NPDES Permit, then the County shall so notify the Community in writing and may assess an additional charge over and above the regular charge for Services. A Community which is deemed to have imposed an unreasonable burden upon the System due to the character of its sewage, shall prepare a CAP that identifies the steps needed to be taken to relieve such burden and a schedule for completing those steps. The CAP shall be prepared within a reasonable time set by the County. Any Community that disagrees with the County's determination shall have the opportunity to pursue the matter under the Dispute Resolution provisions of Article 10, and any requirement to pay any charge assessed or to prepare a CAP shall be deferred until the dispute is resolved. Once prepared, the CAP shall be submitted to the JMB, County and all Communities. The Community shall implement the CAP upon approval of the CAP by the County.

In addition, the County may take any of the following actions:

1. Require that such sewage be treated before being discharged into the System or other corrective action;
2. Deny the Community the right to discharge said sewage into the System, if necessary, for the protection of said System or the public health or safety;
3. Assess financial penalties of up to \$10,000 per day for each day of non-compliance; and/or
4. Take any legal or administrative actions necessary to enforce the provisions of this Agreement.

The affected Community shall have the right to pursue the County's determination or its proposed sanction under the Dispute Resolution provisions as set forth in Article 10 of this Agreement.

9.04 Combined Sewer Overflows (CSOs). This Agreement shall not prevent areas being served at the time of the execution of this Agreement by combined sewers from continuing to be served by the existing combined sewers. Such combined sewers shall continue to conform to the requirements of the Sewer Use Ordinance.

9.05 Other Agreements. The Agreements listed below, as may be amended, remain in full force and effect notwithstanding the provisions of this Agreement:

1. Emergency Flow Restriction Reimbursement Agreement Between the Ecorse Creek Pollution Abatement Drainage District On Behalf of the Cities of Lincoln Park and Allen Park and The Charter County of Wayne on Behalf of the Downriver Collection and Treatment System; and
2. Emergency Bypass Procedure Between Southgate-Wyandotte Relief Drain Drainage District and Downriver Collection and Treatment System, approved by the US District Court for the Eastern District by Order Establishing Emergency Bypass Procedure dated August 31, 1999.

Article 10. Dispute Resolution

10.01 The procedures set forth in Exhibit H shall be utilized in the event that a dispute arises between the parties arising under this Agreement.

Article 11. Assignment

11.01 This Agreement shall not be assigned, in whole or in part, by any Community without the prior written consent of the County. Consent to an assignment shall not be unreasonably withheld.

Article 12. Amendment

12.01 The parties may from time to time consider it in their best interests to change, modify or extend a term, condition or covenant of this Agreement. Any such

change, addition, deletion, extension or modification, which is mutually agreed upon by the County and Community shall be incorporated in written amendments to this Agreement. Such amendments shall not invalidate this Agreement nor relieve nor release either party of any of its respective obligations under this Agreement unless so stated in the amendment. No waiver by any party of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, shall be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way rights arising by virtue of any such prior or subsequent occurrence.

- 12.02 No amendment to this Agreement shall be effective and binding upon the parties unless it expressly makes reference to this Agreement, is in writing, is signed and acknowledged by duly authorized representatives of all parties, and is approved by each of the Communities' respective legislative bodies and the County Commission.
- 12.03 The Parties acknowledge that, pursuant to Section 3.01, the JMB will develop and approve Maximum Allowable Flow Limits for each Community within three (3) months of the Effective Date of this Agreement. The Maximum Allowable Flow Limits approved by the JMB will be incorporated into this Agreement as an Amendment pursuant to Section 12.02.

Article 13. Notices

- 13.01 Except as otherwise specified in this Agreement, all notices, consents, approvals, requests and other communications (collectively, "notices") required or permitted under this Agreement shall be given in writing and mailed by first class mail, addressed as follows:

If to the County:

Attn.: Deputy Director
Wayne County Department of Public Services
Environmental Services Group
400 Monroe, Suite 400
Detroit, MI 48226

If to a Community:

The Community's Mayor or Supervisor

- 13.02 All notices shall be deemed given on the day of post-marked mailing. Any notice given by a party hereunder must be signed by an authorized representative of such party.
- 13.03 Notwithstanding the requirement above as to the use of first-class mail, change of address notices and termination notices shall be sent by certified mail, postage prepaid, return receipt requested.

Article 14. Miscellaneous

- 14.01 Enforceability. If any provision of this Agreement including documents and Exhibits referred to herein or its application to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement shall not be affected and shall remain valid and enforceable to the fullest extent permitted by law.
- 14.02 Integration. This Agreement contains the entire agreement regarding sewage disposal services between the parties and all prior agreements and consent orders are merged into this Agreement, to the extent they have not been fully performed, amended, superseded or otherwise conflict with this Agreement. Neither party has made any representations except those expressly set forth in this Agreement, and no rights or remedies are, or shall be, acquired by either party by implication or otherwise unless expressly set forth in this Agreement.
- 14.03 No Impairment of Bond Obligations. The Communities each recognize that the holders of bonds issued by the County from time to time, including those under this Agreement and the 1962 Contract and secured by the full faith and credit of the County and the full faith and credit pledges of the Communities to the making of their proportionate payments as set forth in this Agreement, will have contractual rights in this Agreement and it is therefore, covenanted and agreed by each of them that so long as any said bonds shall remain outstanding and unpaid, the provisions of this Agreement shall not be subject to any alteration or revision which would in any manner affect either the security of the bonds or the prompt payment of principal or interest thereon. The parties covenant and agree that they will not suffer to be done any act which would in any way impair such bonds, the security therefore, or the payment of principal and interest thereon. It is hereby declared that the terms of this Agreement insofar as they actually pertain to the security of any such bonds, shall be deemed to be for the benefit of the holders of such bonds. The Communities further agree that nothing in this Agreement shall impair any party's ability to protect and maintain its full faith and credit with regard to such bonds.

- 14.04 Headings. The headings of the sections of this Agreement are for convenience only and shall not be used to construe or interpret the scope or intent of this Agreement or in any way affect the same.
- 14.05 Jurisdiction. The rights and remedies set forth in this Agreement are not exclusive and are in addition to any of the rights or remedies provided by law or equity. This Agreement and all actions arising under it shall be governed by, subject to, and construed according to the laws of the State of Michigan. Each party agrees, consents and submits to the exclusive personal jurisdiction of any court of competent jurisdiction in Michigan, for any action arising out of this Agreement.
- 14.06 Execution of Agreement. This Agreement may be executed in any number of originals, any one of which shall be deemed an accurate representation of this Agreement. Promptly after the execution of this Agreement, the County shall provide a copy to each Community.
- 14.07 Agreement Beneficiaries. The rights and benefits under this Agreement shall inure to the benefit of and be binding upon the parties, their agents, successors, and consented-to assigns.
- 14.08 Third Party Beneficiaries. Except as specifically set forth in herein, there are no third party beneficiaries to this Agreement and this Agreement shall not be construed to benefit any persons other than the County and the Communities.
- 14.09 Incorporation of Exhibits. The Exhibits identified in this Agreement are incorporated herein by reference and made a part hereof.
- 14.10 Authority to Execute. Each party to this Agreement represents that they have appropriate power and authority, by resolution or otherwise, to execute this Agreement on behalf of their respective party.
- 14.11 Other Agreements. The parties acknowledge and agree that other agreements exist to which the County is a party and which pertain to the operation of the System. Those other agreements that are incorporated by reference are listed in Section 9.05.
- 14.12 Construction. The parties have participated jointly in the development and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement. Any reference to any federal, state, or local statute or law shall be deemed also to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise. The word "including" shall mean including without limitation.

14.13 Approval of Agreement. This Agreement shall become binding on the Parties hereto and of full force and effect upon: a) the signing thereof by the duly authorized officials for each Community and for the County; and b) upon the adoption of a resolution approving this Agreement and authorizing the signatures thereto of the respective officials of the Communities and County. Certified copies of the resolutions of each Party shall be attached to this Agreement.

14.14 Effective Date. The Effective Date of this Agreement shall be the date on which the final Party adopts a resolution approving this Agreement.

In Witness Whereof, the County and the Communities, by and through their duly authorized officers and representatives, have executed this Agreement.

CITY OF BELLEVILLE

COUNTY OF WAYNE

By: _____

By: _____

Title:

Title:

By: _____

Title:

CITY OF ECORSE

CITY OF LINCOLN PARK

By: _____

By: _____

Title:

Title:

By: _____

By: _____

Title:

Title:

CITY OF RIVER ROUGE

By: _____

Title:

By: _____

Title:

CITY OF WYANDOTTE

By: _____

Title:

By: _____

Title:

CITY OF TAYLOR

By: _____

Title:

By: _____

Title:

CITY OF SOUTHGATE

By: _____

Title:

By: _____

Title:

CITY OF ALLEN PARK

By: _____

Title:

By: _____

Title:

CITY OF DEARBORN HEIGHTS

By: _____

Title:

By: _____

Title:

CITY OF ROMULUS

By: _____

Title:

By: _____

Title:

CITY OF RIVERVIEW

By: _____

Title:

By: _____

Title:

CHARTER TOWNSHIP OF VAN BUREN

By: _____

Title:

By: _____

Title:

CHARTER TOWNSHIP OF
BROWNSTOWN

By: _____

Title:

By: _____

Title:

List of Exhibits

- A. Chargeback Policy
- B. Maximum Allowable Dry Weather Flow by Community
- C. Maximum Allowable Wet Weather Flow by Community
- D. Interim Flow Limit Period Maximum Allowable Flow Limits
- E. Service Area Map
- F. Existing Wet Weather Storage Facilities in the Service Area
- G. Pre-Agreement Debt Obligation of Each Community
- H. Dispute Resolution Procedures

EXHIBIT A

CHARGEBACK POLICY

In February, 2005, Wayne County and the Joint Management Committee ("JMC") agreed to limit chargebacks to the System by establishing the System's actual 2004 Chargebacks as a baseline amount for future year expenditures with the annual cap being computed from that baseline amount with an annual increase not to exceed the Detroit All Items Consumer Price Index ("CPI").

The County and the JMB agree to use the following updated procedures to limit and constrain the Chargebacks that may be included in the System Costs charged to the Communities in the future. These provisions supersede and replace the original Chargeback Policy dated February 10, 2005, and are effective as of the Effective Date of the Agreement:

1. The initial baseline amount for Chargebacks shall be the average actual annual Chargebacks for the fiscal years ending September 30, 2009, 2010, 2011, 2012, and 2013 multiplied by 1.4 ("Baseline"). The annual amounts are as follows, according to information provided by the County in the annual rate package:
 - 2009: \$2,274,871
 - 2010: \$2,005,324
 - 2011: \$1,822,036
 - 2012: \$1,955,733
 - 2013: \$1,875,359Average: \$1,986,665
Baseline equals \$1,986,665 multiplied by 1.4, or \$2,781,331.
2. The Chargebacks for the first year of the Agreement (FY ending September 30, 2015) will be capped at an amount equal to the initial Baseline multiplied by the sum of the cumulative effect of the two most recent years of CPI increase plus 1% (Baseline X (cumulative CPI increase for two most recent years + 1%) = "Chargeback Cap" for first year of Agreement).
3. The Chargebacks for the future Fiscal Years shall be capped by an amount equal to the Chargeback Cap for the previous year multiplied by the sum of the most recent CPI increase plus 1% (Previous year's Chargeback Cap X (CPI+ 1%) = Chargeback Cap for that year).
4. The Chargeback limitations described above will not apply to extraordinary overhead items, provided however, that any extraordinary items will be presented by the County to the JMB with appropriate justification. The justification will be presented prior to incurring the costs, if possible.

EXHIBIT B

Maximum Allowable Dry Weather Flow Limits for Communities Tributary to Downriver Sewage Disposal System

B-1. Non-Controlled Flow Communities

Community	Meter District	Maximum Dry Weather Flow Rate (MGD)
Allen Park	PC-1	0.26
	PF-2	0.95
	Total	1.21
Belleville	PA-4	0.79
Brownstown Twp	P-2	2.36
	PA-2	0.04
	Total	2.40
Dearborn Heights	TB-1	4.95
Riverview	RV-1	1.72
Romulus	DMA-1	--
	PA-3	3.85
	PD-2	5.44
	Total	9.29
Southgate	P-1	0.76
	PA-1	0.83
	PB-1	0.86
	PF-2	0.62
	TPS+IPS	0.04
	Total	3.11

B-1. Non-Controlled Flow Communities, cont'd

Community	Meter District	Maximum Dry Weather Flow Rate (MGD)
	PA-2	1.45
	PB-2	1.30
	TB-1	1.38
	PC-1	6.65
	PD-1	2.42
	Total	13.25
Van Buren Twp	PA-4	1.43
Total	--	38.15

B-2. Maximum Allowable Dry Weather Flow Limits for Controlled Flow Communities

Community	Peak Hourly Flow Rate (MGD)
Allen Park (Part)	11.12
Ecorse	5.95
Lincoln Park	18.20
River Rouge	7.28
Southgate (Part)	4.96
Wyandotte	15.55
Total	63.06

MGD = Million Gallons per Day

EXHIBIT C

Maximum Allowable Wet Weather Flow Limits for Communities Tributary to Downriver Sewage Disposal System

C-1. Maximum Wet Weather Flow Limits for Non-Controlled Flow Communities	
Community	Peak 96 Hour Volume for the 4.42 inch Design Storm (MG)
Allen Park (Part)	29.23
Belleville	4.86
Brownstown Twp	20.90
Dearborn Heights	43.76
Riverview	28.30
Romulus	88.43
Southgate (Part)	31.24
Taylor	164.45
Van Buren Twp	7.04
Total	418.21

MG = Million Gallons

C-2. Maximum Wet Weather Flow Limits for Controlled Flow Communities

Community	Peak Hourly Flow Rate (MGD)
Allen Park (Part)	11.12
Ecorse	5.95
Lincoln Park	18.20
River Rouge	7.28
Southgate (Part)	4.96
Wyandotte	15.55
Total	63.06

MGD = Million Gallons per Day

EXHIBIT D

**Interim Flow Limit Period
Maximum Allowable Flow Limits for Communities Tributary to
Downriver Sewage Disposal System**

D-1. Interim Flow Limit Period Maximum Flow Limits for Non-Controlled Flow Communities	
Community	Peak 96 Hour Volume for the 4.42 inch Design Storm (MG)
Allen Park (Part)	29.23
Belleville	4.86
Brownstown Twp	20.90
Dearborn Heights	43.76
Riverview	28.30
Romulus	88.43
Southgate (Part)	31.24
Taylor	164.45
Van Buren Twp	7.04
Total	418.21

MG = Million Gallons

**D-2. Interim Flow Limit Period
Maximum Flow Limits for Controlled Flow Communities**

Community	Peak Hourly Flow Rate (MGD)
Allen Park (Part)	11.12
Ecorse	5.95
Lincoln Park	18.20
River Rouge	7.28
Southgate (Part)	4.96
Wyandotte	15.55
Total	63.06

MGD = Million Gallons per Day

EXHIBIT E
Service Area Map

EXHIBIT F

**Existing Wet Weather Storage Facilities in the
Downriver Sewage Disposal System Service Area**

Retention Facility	Location	Capacity (MG)	Municipalities Served
Ecorse Creek Pollution Abatement District: Taylor Basin	Pelham & I-94	13 MG	Dearborn Heights, Taylor
Lincoln Park Basin	Mill & Fourth Street	20.5 MG	Lincoln Park
Allen Park Basin	Hubert & Moore	10.5 MG	Allen Park
Southgate- Wyandotte Relief Drains Drainage District: Southgate- Wyandotte Combined Sewer Overflow Retention Treatment Basin	Central Avenue between Pennsylvania & Biddle	15 MG	Wyandotte; Southgate (combined)
River Rouge Combined Sewer Overflow Retention Treatment Basin	Jefferson Avenue at Rouge River	5.2 MG	River Rouge
Van Buren Township Equalization Basin	Hannan Road & Northline	1.2 MG	Van Buren Township
Downriver Sewage Disposal System Wet Weather Tunnel System	Champaign/Pelham south to Pennsylvania/Allen, then east on Pennsylvania to Central Avenue	15 MG	Allen Park (partial), Belleville, Brownstown Township, Dearborn Heights, Riverview, Romulus, Southgate (separated), Taylor, Van Buren Township

EXHIBIT G

Pre - Agreement Debt Obligation of Each Community Downriver Sewage Disposal System As of December 1, 2014

<i>COMMUNITY</i>	<i>JUDGMENT LEVY PRINCIPAL</i>	<i>REVENUE BOND PRINCIPAL</i>	<i>TOTAL PRINCIPAL</i>
ALLEN PARK	\$ 8,288,810	\$ 4,206,641	\$ 12,495,451
BELLEVILLE	\$ 370,644	\$ 627,268	\$ 997,912
BROWNSTOWN	\$ 1,851,302	\$ 1,726,083	\$ 3,577,385
DEARBORN HTS	\$ 9,508,537	\$ 2,990,487	\$ 12,499,024
ECORSE	\$ 1,266,386	\$ 4,546,594	\$ 5,812,980
LINCOLN PARK	\$ 3,676,297	\$ 6,405,367	\$ 10,081,664
RIVER ROUGE	\$ 1,472,029	\$ 3,023,386	\$ 4,495,415
RIVERVIEW	\$ 5,746,891	\$ 2,405,988	\$ 8,152,879
ROMULUS	\$ 11,481,175	\$ 7,210,288	\$ 18,691,463
SOUTHGATE	\$ 5,087,426	\$ 4,606,908	\$ 9,694,334
TAYLOR	\$ 25,644,531	\$ 10,142,654	\$ 35,787,185
VAN BUREN	\$ 701,965	\$ 961,737	\$ 1,663,702
WYANDOTTE	\$ 3,718,732	\$ 5,977,685	\$ 9,696,417
<i>Total</i>	<u>\$ 78,814,725</u>	<u>\$ 54,831,086</u>	<u>\$ 133,645,811</u>

EXHIBIT H

DISPUTE RESOLUTION PROCEDURES

1. General Dispute Resolution Policy

Any and all claims alleging a breach of or arising under this Agreement, other than claims requiring immediate relief to prevent irreparable harm to a Party, public health or the environment, or to avoid imminent expiration of the period of limitations shall first be submitted to the alternative dispute resolution process set forth in this Exhibit H. No litigation, other than a suit seeking immediate relief to prevent irreparable harm to a Party, public health or the environment or to avoid imminent expiration of period of limitations may be initiated until the Parties have complied with the Informal Negotiation (Section 2) and Formal Procedures (Sections 3 and 4) set forth below.

No resolution achieved under these procedures shall be binding on any other Community unless such Community has agreed in writing to the resolution.

All dispute resolution proceedings under this Agreement shall be private and confidential, and any written or oral communications will similarly be deemed to be confidential, and may not be disclosed unless the Parties agree otherwise. Documents created by the Parties for use in any process shall not be filed with any court or made available as evidence in any court proceeding by any other Party. However, evidence or information which is otherwise admissible or subject to discovery does not become inadmissible or protected from discovery solely by reason of its disclosure or its use in mediation. Any person involved in the process who is not an agent or employee of a Party shall not testify regarding matters disclosed during the mediation process, but may testify only as to the final outcome of the process, and the Parties to the Dispute agree they shall not seek testimony from any such person with regard to information or knowledge obtained by such person as the result of participation in the process under this Agreement.

2. Informal Negotiations

Each Party agrees to undertake informal negotiations before invoking formal procedures under this Agreement or litigation. This process shall be commenced by written notice from the initiating Party to the other Party describing the subject matter of the dispute. The notice shall contain such information as is necessary to advise of the exact nature of the dispute and the relief requested. Upon issuance of such written notice, the Parties shall engage in good faith informal negotiations among themselves to attempt to develop a mutually acceptable resolution to the dispute. The time frame for conducting informal negotiations shall not exceed 45 days from the date of issuance of the written notice, unless all Parties agree to a longer informal negotiation time frame. Such a notice shall

preserve the initiating Party's right to object under any County policy governing objections to rates or any other matter related to services provided pursuant to this Agreement.

3. Invocation for Formal Procedures

In the event a dispute arises between the Parties that is not resolved by informal negotiations between them, either Party may initiate the formal dispute resolution process under Sections 3 and 4 by giving notice in writing to the other Party. The notice shall contain such information as is necessary to advise of the exact nature of the dispute and the relief requested. Such notification shall toll the running of the statute of limitations for 120 days and, except for claims requiring immediate relief, shall bar either Party from commencing litigation with regard to the breach or the matter in issue.

Unless the Parties reach a settlement within the 120-day period or agree in writing within the 120-day period to continue the process and to continue to toll the running of the statute of limitations, at the end of the 120-day period any Party may commence litigation and the statute of limitations shall commence to run.

4. Formal Procedures -- Mediation

If informal negotiation is not successful in resolving the dispute, the matter shall be referred to mediation, subject to the exceptions noted in Section 1 above, which allow recourse to a court. Mediation is defined to be a non-binding dispute resolution process in which an impartial neutral facilitates negotiations among the Parties in an attempt to help reach a settlement.

(1) Selection of Mediator

The mediator of the dispute must be neutral and impartial, with no conflict of interest with any Party, and no financial or personal interest in the outcome of the mediation. The mediator shall be selected within thirty (30) days following the conclusion of informal negotiations by the Parties. The mediator shall be selected by agreement of the County, the Community initiating the dispute resolution process, and at least one of the other Community affected by the subject matter in dispute. If no mutually acceptable mediator is identified and selected within the thirty (30) day period, then the dispute resolution process under this Step shall be terminated.

(2) Costs

The costs for the mediator shall be shared equally by the disputing Parties, unless it is mutually agreed that some alternative cost apportionment for the mediator's expenses is acceptable.

(3) Conduct of Mediation

Each Community and/or the County involved in the dispute shall designate a decision-maker to serve as their representative to participate in the mediation, and that person shall be vested with authority to negotiate on behalf of the Community and/or the County and to settle the dispute or, if required, recommend settlement to the governing body of the Community. Each Community and/or the County who is Party to the dispute may also be represented during the process by an attorney and/or technical consultants if it so chooses, provided that the costs of any such participation are borne solely by that Community and/or the County.

The mediator shall be free to meet and communicate separately as he/she deems appropriate with each Party, but will schedule joint meetings of all Parties with the time, place and agenda to be established by the mediator in consultation with the Parties. No stenographic, video or record will be made of meetings conducted by the mediator, and formal rules of evidence and procedure will not apply to materials presented and discussed.

The mediation process may be terminated by the mediator at any time if the mediator determines that one or more Parties is not acting in good faith, or if the mediator concludes that further dispute resolution efforts would not be useful in achieving a settlement. The mediation process will automatically terminate after 90 days from the date the mediator is retained, unless the time period is extended by agreement of all Parties and the mediator.

If a settlement is reached, a preliminary Memorandum of Understanding will be prepared and signed or initialed before the Parties separate. Thereafter, either the mediator or the Parties themselves will promptly and not later than thirty (30) days following the execution of the Memorandum of Understanding draft a written settlement document incorporating the terms of any such settlement. This draft document will be circulated, amended as necessary, and then formally executed. It is anticipated that in some cases, formal execution of any settlement agreement may be deferred pending review and consideration of the document by the governing bodies of the Community(ies) and/or the County.

Charter Township of Van Buren

REQUEST FOR BOARD ACTION

Agenda Item _____

WORK STUDY MEETING DATE:
2015-03-16

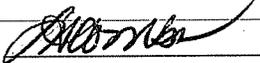
BOARD MEETING DATE:
2015-04-07

Consent Agenda X New Business Unfinished Business Public Hearing

ITEM (SUBJECT)	Annual Wayne County Special Events Permit
DEPARTMENT	Public Works
PRESENTER	Director James T. Taylor
PHONE NUMBER	734-699-8947
INDIVIDUALS IN ATTENDANCE (OTHER THAN PRESENTER)	

Agenda topic

ACTION REQUESTED	<i>2015-08</i>
Recommend to the Township Board to approve a resolution to approve and accept the Annual Wayne County Special Events Permit	
BACKGROUND – (SUPPORTING AND REFERENCE DATA, INCLUDE ATTACHMENTS)	
This is an annual permit required by Wayne County for all communities utilizing Wayne County roads and right-of-ways.	

BUDGET IMPLICATION	none
IMPLEMENTATION NEXT STEP	Board approval of resolution
DEPARTMENT RECOMMENDATION	Approval by township board
COMMITTEE/COMMISSION RECOMMENDATION	Director of Public Works recommends approval
ATTORNEY RECOMMENDATION	The resolution, permit and related documents are under review by Township attorney.
(May be subject to Attorney/Client Privilege and not available under FOIA)	
ADDITIONAL REMARKS	
APPROVAL OF SUPERVISOR	



CHARTER TOWNSHIP OF VAN BUREN DEPARTMENT OF PUBLIC SERVICES

DATE: March 16, 2015
TO: Township Board of Trustees
FROM: James T. Taylor, Director of Public Works
RE: Requests for Board Action

For the Work Study Session of March 16, 2015 I will be presenting three new requests:

1. Annual Wayne County Maintenance Permit resolution
2. Annual Wayne County Pavement Restoration Permit resolution
3. Annual Wayne County Special Events Permit resolution

WAYNE COUNTY ANNUAL PERMITS:

These three permits are annually approved by the Township Board. In conversations with the County, there was a possibility that a three year permit would be available to communities for approval. However, that did not materialize and so I present the standard one- year permits sent by the County. They are presently under review by the Township Attorney. I submit them for your approval as consent agenda items at the first Board meeting in April.

DOWNRIVER SEWAGE DISPOSAL SYSTEM MAINTENANCE AGREEMENT

Township Attorney Patrick McCauley will be available to provide updates and answer any questions you may have regarding the request to approve Resolution 2015-06, the Downriver Sewage Disposal Maintenance Agreement.

Please contact me at your convenience with any questions, concerns or comments you may have.

MISSION STATEMENT

"The Van Buren Public Services Department is committed to a clean and safe environment, enhanced service delivery to its customers and protection of the significant public investment in the township's buildings and grounds, and water distribution and sanitary collection systems."

**RESOLUTION
AUTHORIZING EXECUTION OF
2015 ANNUAL SPECIAL EVENTS PERMITS**

Resolution No. 2015-08

At a Regular Meeting of the Township Board of the Charter Township of Van Buren, County of Wayne, State of Michigan held in the Township on April 7, 2014 at 7:00 p.m., the following resolution was offered:

PRESENT _____
ABSENT _____
ON MOTION OF _____
SUPPORTED BY _____

WHEREAS, the Charter Township of Van Buren (hereinafter the "Community") periodically applies to the County of Wayne Department of Public Services, Engineering Division Permit Office (hereinafter the "County") for permits to conduct special events on local and County roads or County road right of way located entirely within the boundaries of the Community, as needed from time to time to temporarily close the roads for a specified period of time for a parade, event, celebration, block party or similar activity or, to erect a banner;

WHEREAS, pursuant to Act 200 of 1969, being MCL 247.323 *et seq*, the County permits and regulates such activities, banners and related temporary road closures;

NOW THEREFORE, in consideration of the County granting such Permit, the Community agrees and **RESOLVES** that:

It will fulfill all permit requirements and conditions and will to the extent allowed by law save harmless, indemnify and defend the County of Wayne and all of its officers, agents and employees against any and all damage claims, suits or judgments of any kind or nature arising as a result of the permitted activity:

BE IT FURTHER RESOLVED THAT: Any work performed for the Community by a contractor or subcontractor will be solely as a contractor for the Community and not as a contractor or agent of the County. Any claims by any contractor or subcontractor will be the sole responsibility of the Community. The County shall not be subject to any obligations or liabilities by vendors and contractors of the Community, or their subcontractors or any other person not a party to the Permit without its specific prior written consent and notwithstanding the issuance of the Permit.

BE IT FURTHER RESOLVED THAT: The Community shall take no unlawful action or conduct, which arises either directly or indirectly out of its obligations, responsibilities, and duties under the Permit which results in claims being asserted against or judgment being imposed against the County, and all officers, agents and employees thereof pursuant to a maintenance contract. In the event that same occurs, for the purposes of the Permit, it will be considered a breach of the Permit thereby giving the County a right to seek and obtain any necessary relief or remedy, including, but not by way of limitation, a judgment for money damages.

BE IT FURTHER RESOLVED THAT: The Community shall, at no expense to Wayne County, provide necessary police supervision, establish detours and post all necessary signs and other traffic control devices in accordance with the Michigan Manual of Uniform Traffic Control Devices.

BE IT FURTHER RESOLVED THAT: The Community shall assume full responsibility for the cost of repairing damage, if any, done to the County road during the period of road closure or partial closure.

BE IT FURTHER RESOLVED THAT: This resolution shall continue in force from this date until cancelled by the Community or the County with no less than thirty (30) days prior written notice to the other party. It will not be cancelled or otherwise terminated by the Community with regard to any Permit which has already been issued or activity which has already been undertaken.

BE IT FURTHER RESOLVED THAT: the following position(s) are authorized to apply to the County of Wayne Department of Public Services Engineering Division Permit Office for the necessary permit to work within County road right-of-way or local roads on behalf of the Community.

Name	and/or	Title
James T. Taylor		Director/Public Works

This Resolution shall take immediate effect.

AYES: _____
NAYS: _____

RESOLUTION DECLARED ADOPTED

CHARTER TOWNSHIP OF VAN BUREN

By _____
Supervisor

and _____
Clerk

I, _____ Township Clerk of the Township of Van Buren, County of Wayne, State of Michigan, do hereby certify that the foregoing is a true

copy of a Resolution adopted by the Township Board of the Township of Van Buren, at a Regular Meeting on _____, 2015.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this _____ day of _____, 2015.

Clerk
Township of Van Buren
County of Wayne



**Wayne County Department of Public Services
Engineering Division – Permit Office**

**Annual Special Events for Municipalities
Road Closure/Detour Addendum Guidelines**

An Annual Permit granting permission to temporarily close a County road for a reasonable length of time for a parade, marathon, celebration, festival or similar activity, or to use a County road as a detour for traffic around such activity taking place on a non-County road may be issued by the Permit Office to a governing body of a city, incorporated village or township.

An addendum, granting authorization to close County roads and to set detours over County roads may be issued if an annual Special Events Permit was previously executed with an associated blanket resolution. For each event, the Permit Holder shall submit a written request at least ten (10) business days prior to the commencement of a road closure. Each request shall be submitted on municipal letterhead and include the following information:

- a) The nature of the activity for which the permit is requested;
- b) The dates and times it is proposed to close and reopen the County road to traffic;
- c) The roads and/or portions of roads to be closed;
- d) The proposed detour route or routes, including a map if necessary to clearly describe the proposed detour.

The written request shall be sent to the following offices:

Wayne County Permit Office
33809 Michigan Ave
Wayne MI 48184

Wayne County Division of Roads
Traffic Operations Office
29900 Goddard Road
Romulus MI 48242

Upon approval of the request, an addendum will be issue authorizing the special event activities.

Permit Conditions:

1. All roads temporarily closed under the permit shall be County local roads, as certified under Act 51, P.A. 1951, with residential frontage exclusive of section line (mile roads), quarter section line (collector roads) and border line roads.
2. Road closures authorized under the permit shall not be for the purpose of allowing private commercial activities such as advertising or the sale of goods, wares or produce.
3. The Permit Holder, at no expense to the County, shall provide any necessary police supervision.
4. Road closures authorized under the permit shall not have the effect of depriving property which is not adjacent to the section of road being closed from continuous uninterrupted access to the main public road system.
5. The closure or partial closure of the road and any detour route selected shall allow alternative routes for the reasonably safe and convenient movement of traffic.
6. Road closures authorized by the permit shall not exceed the approved duration, generally between 24 and 72 hours.
7. The Permit Holder shall, at no expense to the County, install, maintain and remove all traffic control devices required for the temporary road closure and detour routes.
8. All traffic control devices installed in conjunction with the road closure or partial closure and any detour route shall conform to the provisions of the current MUTCD. (<http://mutcd.fhwa.dot.gov>)
9. The Permit Holder shall, at its sole expense, immediately following conclusion of the permitted activity clean up and remove any litter, debris, refuse, etc., placed or left in the right-of-way as a result of the permitted activity. In the event that the Permit Holder fails to clean up as required, causing Wayne County to do the cleanup work, the Permit Holder shall reimburse Wayne County any costs incurred to restore the right-of-way.
10. The Permit Holder acknowledges that the County may, at its sole discretion, deny any road closure proposed under the permit.



**Wayne County Department of Public Services
Engineering Division – Permit Office
Banner Attachment for Municipalities
Addendum Guidelines**

Pursuant to MCL §247.323, a permit for installation of any banner to be placed within or over County road right-of-way may be issued to a governing body of a city, incorporated village or township. Commercial signs shall not be permitted within the right-of-way of any road under the jurisdiction of the Wayne County.

An addendum, authorizing the placement of banners within the County right-of-way may be issued if an annual Special Events Permit was previously executed with an associated blanket resolution. For each event, the Permit Holder shall submit a written request at least ten (10) business days prior to the placement of banner(s). Each request shall be submitted on municipal letterhead and include the following information:

- a) The activity in connection with which the banner is to be placed;
- b) The location of the proposed installation, including distance to overhead traffic control devices;
- c) A description of the banner, including any legend or symbol thereon;
- d) The height of any overhead banner from the road surface to its lowest point;
- e) The dates the banner will be erected and removed. This period shall not exceed a time specified by the Permit Office. An acceptable period of time for banners to be in place is a total of three (3) weeks, except for Holiday decorations which may be in place for eight (8) weeks;
- f) Such other information as the Permit Office may deem necessary.

Upon approval of the request, an addendum will be issue authorizing the special event activities.

Design & Placement Requirements

- a) Any banner shall be designed, installed and located so as to avoid danger to those using the road or undue interference with the free movement of traffic or maintenance operations.
- b) Any banner shall be securely fastened so as to have a minimum bottom height of 18 feet above the surface of the traveled way, shall be placed no closer than 100 feet in advance of flashing beacons or traffic control signals and shall be placed so as to not obstruct a clear view of traffic lights, signals or other traffic control devices.
- c) Banners shall not be attached to trees.
- d) No banner shall have displayed thereon any legend or symbol which may in any way be construed to advertise or otherwise promote the sale of or publicize any merchandise or commodity, or which may be construed to be political in nature.
- e) No banner shall have displayed thereon any device that is or purports to be an imitation of, resembles or may be mistaken for a traffic control device or which attempts to direct the movement of traffic.
- f) No banner shall be above ground figures, signs or other structures, objects or devices whether lit or unlit.
- g) Decorations shall not include flashing lights, reflective materials or other devices that may distract motorists.

Permit Conditions

- a) Any authorization may be revoked by the Permit Office if the banner placement becomes dangerous to those using the road or unduly interferes with the free movement of traffic or maintenance operations.
- b) The city, village or township making application shall faithfully fulfill all permit requirements.

An addendum authorization may be revoked by the Permit Office upon failure to comply with any permit conditions.



**Wayne County Department of Public Services
Engineering Division – Permit Office
Conditions & Limitations of Permits**

Plan Approval and Specifications: All work performed under the permit shall be done in accordance with the approved plans, specifications, maps, statements and special conditions filed with the County and shall comply with Wayne County Specifications, as defined in the current Wayne County Rules, Specifications and Procedures for Permit Construction, included as an attachment to this permit, the Wayne County Standard Plans for Permit Construction, and the MDOT Standard Specifications For Construction, as modified by WCDPS Special Provisions, and other WCDPS specifications. Any situation or problem which occurs as a result of the construction, operation, use and/or maintenance of the facility in the right-of-way and is not covered by the approved plans nor by the County's current Standards and Specifications shall be resolved by the Permit Holder as directed and approved by the Permit Office. Any significant change to the plans must be approved by the Permit Office and is authorized only when an approved addendum is obtained from the Permit Office.

Fees: The Permit Holder shall be responsible for all fees and costs incurred by the County in connection with the permit and shall deposit payment for fees and costs as determined by the County at the time the permit is issued.

Bond: The Permit Holder shall furnish a bond in cash or Certified check in an amount acceptable to the County to guarantee performance under the conditions of the permit. The County may use all or any portion of the bond which shall be necessary to cover any expense, including inspection costs or damage incurred by the County through the granting of the permit. Should the bond be insufficient to cover the expenses and damages incurred by the County, the Permit Holder shall pay such deficiency upon billing by the County. If the bond amount exceeds the expenses and damages incurred by the County, the excess portion will be returned to the Depositor. The excess performance bond provided for herein, when it cannot be returned, shall be deposited into the County Road Fund and become a part thereof, unless claimed by the Depositor within one year of the date of satisfactory completion of the construction authorized by the permit.

Insurance: The Permit Holder shall furnish proof of liability and property damage insurance in the form and amounts acceptable to the County with Wayne County named as an insured party. The Permit Holder shall maintain this insurance until the permit is released, revoked or cancelled by the County.

Indemnification: Where the permittee is a government, to the extent allowed by law, the Permit Holder shall indemnify, hold harmless and defend Wayne County, the Wayne County Department of Public Services, its officials and employees against any and all claims, suits and judgments to which the County, the Department, its officials and employees may be subject and for all costs and actual attorney fees which may be incurred on account of injury to persons or damage to property, including property of the County, whether due to negligence of the Permit Holder or to the joint negligence of the Permit Holder and the County, arising out of any and all work performed under the permit, or in connection with work not authorized by the permit, or resulting from failure to comply with the terms of the permit or arising out of the continued existence of the work product that is the subject of the permit.

Permit on Site: The Permit Holder shall keep available a copy of the permit and any associated approved plans on site during permitted activities.

Notification for Start and Completion of Work: The permit shall not become operative until it has been fully executed by the County. The Permit Holder shall notify the County before starting construction and shall notify the County when work is completed. The Permit Holder or their representative shall have copies of the executed permit and approved plans in their possession on the job site at all times.

1. The Permit Holder shall provide at least three (3) days advanced notice, excluding Saturdays, Sundays and holidays, to the Permit Office prior to the commencement of any permitted activities by submitting a START OF WORK NOTIFICATION form by mail, fax or e-mail. In certain instances, additional notice may be required by the Permit Office. In the event that construction work ceases for a period of time, then the Permit Holder shall notify the Wayne County Inspector at least 24 hours prior to resuming work.
2. The Permit Holder shall comply with all requirements of the Miss Dig Statute, MCL §460.701 et seq., as amended. The Permit Holder shall call "MISS DIG", at (800) 482-7161, at least 72 hours, excluding Saturdays, Sundays and holidays, but not more than twenty-one (21) calendar days, before starting any underground work. The Permit Holder assumes all responsibility for damage to or interruption of underground utilities.
3. The Permit Holder shall call Wayne County Department of Public Services' Traffic Operations Office at (734) 955-2154, at least 72 hours prior, excluding Saturdays, Sundays and holidays, but not more than twenty-one (21) calendar days, before starting any underground work in the vicinity of any traffic signal equipment owned, operated or maintained by Wayne County.

Safety: The Permit Holder agrees that all work under the permit shall be performed in a safe manner and to keep the area affected by the permit in a safe condition until the work is completed and accepted by the County. The Permit Holder shall furnish, install and maintain all necessary traffic controls and protection which are in accordance with the current Manual on Uniform Traffic Control Devices (MUTCD). The Permit Holder shall conduct all activities and maintain all facilities as set forth in the permit in a manner so as not to damage, impair, interfere with, or obstruct a public road or create a foreseeable risk of harm to the traveling public. The Permit Holder shall comply with all applicable OSHA and MIOSHA requirements.

Underground Utilities: The Permit Holder shall contact all utility owners regarding their facilities prior to starting work and shall comply with all applicable provisions of Act 53, Public Acts of 1974, as amended. Wayne County makes no warranty either expressed or implied as to the condition or suitability of subsurface conditions or any existing facility which may be encountered during an excavation. The presence or absence of utilities is based on the best information available and the County is not responsible for the accuracy of this information. The Permit Holder assumes all responsibility for the interruption and damage to underground utilities. The Permit Holder is responsible for proper disposal, in accordance with current regulations, of any material excavated from within the right-of-way. Such materials include, without limitation, soils or groundwater contaminated by petroleum products or other pollutants associated with sites identified by the MDEQ or reported on appropriate release forms for underground storage tanks.

Assignability: The permit is neither transferable nor assignable without the written consent of the County.

Limitation of Permit: The Applicant and the Permit Holder shall be responsible for obtaining and shall secure any permits or permission necessary or required by law from State, federal or other local governmental agencies and jurisdictions, corporations or individuals. These include, without limitation, those pertaining to drains, inland lakes and streams, wetlands, woodlands, flood plains, filling, noise regulation and hours of operation. Issuance of a Wayne County permit does not authorize activities otherwise regulated by State, federal or local agencies.

Access of Other Vehicles: The Permit Holder shall, at all times possible, maintain a minimum of one acceptable access to all abutting occupied properties, driveways and side streets unless otherwise specified on the approved plans. The Permit Holder shall notify all owners or occupants of properties whose access may be temporarily disrupted during the permitted work. The local police, fire or emergency service agencies shall define acceptable access. The Permit Holder shall provide signing and other improvements necessary to ensure adequate access until the roadway, driveway or side street is restored. The Permit Holder shall conduct all operations so as to minimize inconvenience to abutting property owners. Wayne County reserves the right to reasonably restrict the progress of work by the Permit Holder based on the rate of roadway and right-of-way restoration, including permanent or temporary pavement. Wayne County may require that work be suspended until satisfactory backfilling of open trenches or excavations has been completed and driveways, side streets and drainage restored.

Restoration: The Permit Holder agrees to restore the County road and road right-of-way, County drain easement or County park property to a condition equal to or better than its condition before work under the permit began. If the Permit Holder fails to satisfactorily restore the permitted work area, Wayne County may take all practical actions necessary to provide reasonably safe and convenient public travel, preservation of the roadway and drainage, prevention of soil erosion and sedimentation, and elimination of nuisance to abutting property owners caused by the permitted activity. Security in the form of cash, a certified check or surety bond shall be required to secure the cost of restoring the disturbed portion of the right-of-way to an acceptable safe condition. The amount of the security shall be determined by the Permit Office. In the event that a suspension of work will be protracted or that the work will not be completed by the Permit Holder, the Permit Holder shall restore the right-of-way to a condition similar to the condition that existed prior to issuance of the permit.

Acceptance: Acceptance by the County of work performed does not relieve the Permit Holder of full responsibility for work performed or the presence of the permitted facility. The Permit Holder acknowledges that the County has no liability for the presence of the Permit Holder's facility located within the County road right-of-way, County drain easement or County park property.

Permit Expiration and Extension of Time: All work authorized by the permit shall be completed to the satisfaction of the Permit Office on or before the expiration date specified in the permit. Any request for an extension of time for completion shall be on a completed County form and shall demonstrate good cause for granting the request. Additional requirements may be imposed as a condition of an extension of time due to seasonal limitations or other considerations. These additional requirements may include, without limitation, changes to materials or construction methods, reestablishment of fees, bonds, deposits and insurance requirements.

Responsibility: The design, construction, operation and maintenance of all work covered by the permit shall be at the Permit Holder's expense with the exception that the Permit Holder will not be responsible for maintaining road widenings or similar facilities which become part of the County roadway.

Revocation: The permit may be suspended or revoked at the will of the County. Upon order of the County, the Permit Holder shall surrender the permit, cease operations and remove, alter or relocate, at their expense, the facilities for which the permit was granted. The Permit Holder expressly waives any right to claim damages for compensation resulting from the revocation of the permit.

Violation: The County may declare the permit null and void if the Permit Holder violates the terms of the permit. The County may require immediate removal of the Permit Holder's facilities and restoration of the County property, or the County may remove the facilities and restore the County property at the Permit Holder's expense. The Permit Holder agrees that in the event of a violation of the terms of the permit or in the event the work authorized by the permit is not satisfactorily completed by the permit expiration date, the County may use all or any portion of the performance bond to restore the County road right-of-way, drain easement, wastewater facility or park property as necessary for reasonably safe and efficient operations and maintenance, or to establish extraordinary maintenance procedures as required to assure reasonably safe and efficient operation of the County facility.

Inspection and Testing of Materials: Wayne County reserves the right of inspection and the testing of materials by its authorized representatives of all permitted activities and/or activities within the road right-of-way, County owned property or within a County drain easement. All items identified by the final inspection shall be resolved prior to release of the permit. All materials and methods utilized during the course of the authorized permit work shall meet the requirements of the current MDOT Standard Specifications For Construction as modified by Wayne County Special Provisions, Standard Plans for Permit Construction and this manual. The Permit Holder shall reimburse Wayne County for all required inspections and testing of materials.

Design: The Permit Holder is fully responsible for the design of the permitted facility, such that the design shall be consistent with all applicable County standards, specifications, guidelines, requirements and with good engineering practice. Any errors in the plans that become evident after the issuance of a permit, and which change the scope of permitted work, are subject to review and may be grounds for revocation of the permit. The Permit Office will not relieve the Permit Holder of the responsibility of correcting errors, deficiencies, or omissions due to oversight or unforeseen contingencies such as faulty drainage, poor subsoil conditions or the failure of the Permit Holder's engineer to show all the related or pertinent conditions inside or outside the plan area.

Drainage: Drainage shall not be altered to flow into the road right-of-way or road drainage system unless approved by Wayne County.

Permit Holder Compliance: The Permit Holder shall abide by the conditions and limitations contained on the permit and all other conditions listed within the WCDPS Rules, Specifications and Procedures for Construction Permits. The application of any work undertaken under the permit shall constitute the Permit Holder's agreement to the Provision.

Charter Township of Van Buren

Agenda Item _____

REQUEST FOR BOARD ACTION

WORK STUDY MEETING DATE:
2015-03-16

BOARD MEETING DATE:
2015-04-07

Consent Agenda X _____

New Business _____

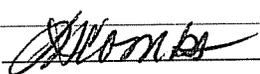
Unfinished Business _____

Public Hearing _____

ITEM (SUBJECT)	Annual Wayne County Pavement Restoration Permit
DEPARTMENT	Public Works
PRESENTER	Director James T. Taylor
PHONE NUMBER	734-699-8947
INDIVIDUALS IN ATTENDANCE (OTHER THAN PRESENTER)	

Agenda topic

ACTION REQUESTED	<i>2015-09</i>
Recommend to the Township Board to approve a resolution to approve and accept the Annual Wayne County Pavement Restoration Permit	
BACKGROUND – (SUPPORTING AND REFERENCE DATA, INCLUDE ATTACHMENTS)	
This is an annual permit required by Wayne County for all communities utilizing Wayne County roads and right-of-ways.	

BUDGET IMPLICATION	none
IMPLEMENTATION NEXT STEP	Board approval of resolution
DEPARTMENT RECOMMENDATION	Approval by township board
COMMITTEE/COMMISSION RECOMMENDATION	Director of Public Works recommends approval
ATTORNEY RECOMMENDATION	The resolution, permit and related documents are under review by Township attorney. <small>(May be subject to Attorney/Client Privilege and not available under FOIA)</small>
ADDITIONAL REMARKS	
APPROVAL OF SUPERVISOR	

**RESOLUTION
AUTHORIZING EXECUTION OF
2015 ANNUAL PAVEMENT RESTORATION PERMIT**

Resolution No. 2015-09

At a Regular Meeting of the Township Board of the Charter Township of Van Buren, County of Wayne, State of Michigan held in the Township on April 7, 2015 at 7:00 p.m., the following resolution was offered:

PRESENT _____
ABSENT _____
ON MOTION OF _____
SUPPORTED BY _____

WHEREAS, the Charter Township of Van Buren (hereinafter the "Community") periodically applies to the County of Wayne Department of Public Services, Engineering Division Permit Office (hereinafter the "County") for permits to conduct permanent pavement repairs due to emergency repairs on local and County roads or County road right of way located entirely within the boundaries of the Community, as needed from time to time to maintain the roads in a condition reasonably safe and convenient for public travel;

WHEREAS, pursuant to Act 51 of 1951, being MCL 247.651 *et seq*, the County permits and regulates such activities, banners and related temporary road closures;

NOW THEREFORE, in consideration of the County granting such Permit, the Community agrees and **RESOLVES** that:

It will fulfill all permit requirements and conditions and will to the extent allowed by law save harmless, indemnify and defend the County of Wayne and all of its officers, agents and employees against any and all damage claims, suits or judgments of any kind or nature arising as a result of the permitted activity:

BE IT FURTHER RESOLVED THAT: Any work performed for the Community by a contractor or subcontractor will be solely as a contractor for the Community and not as a contractor or agent of the County. Any claims by any contractor or subcontractor will be the sole responsibility of the Community. The County shall not be subject to any obligations or liabilities by vendors and contractors of the Community, or their subcontractors or any other person not a party to the Permit without its specific prior written consent and notwithstanding the issuance of the Permit.

BE IT FURTHER RESOLVED THAT: The Community shall take no unlawful action or conduct, which arises either directly or indirectly out of its obligations, responsibilities, and duties under the Permit which results in claims being asserted against or judgment being imposed against the County, and all officers, agents and employees thereof pursuant to a maintenance contract. In the event that same occurs, for the purposes of the Permit, it will be considered a breach of the Permit thereby giving the County a right to seek and obtain any necessary relief or remedy, including, but not by way of limitation, a judgment for money damages.

BE IT FURTHER RESOLVED THAT: With respect to any activities authorized by Permit, when the Community requires insurance on its own or its contractor's behalf, it shall also require that such policy include as named insured the County of Wayne and all officers, agents and employees thereof. The incorporation by the County of this resolution as part of a Permit does not prevent the County from requiring additional performance security or insurance before issuance of a Permit.

BE IT FURTHER RESOLVED THAT: The Community shall, at no expense to Wayne County, provide necessary police supervision, establish detours and post all necessary signs and other traffic control devices in accordance with the Michigan Manual of Uniform Traffic Control Devices.

BE IT FURTHER RESOLVED THAT: The Community shall assume full responsibility for the cost of repairing damage, if any, done to the County road during the period of road closure or partial closure.

BE IT FURTHER RESOLVED THAT: This resolution shall continue in force from this date until cancelled by the Community or the County with no less than thirty (30) days prior written notice to the other party. It will not be cancelled or otherwise terminated by the Community with regard to any Permit which has already been issued or activity which has already been undertaken.

BE IT FURTHER RESOLVED THAT: the following position(s) are authorized to apply to the County of Wayne Department of Public Services Engineering Division Permit Office for the necessary permit to work within County road right-of-way or local roads on behalf of the Community.

Name	and/or	Title
James T. Taylor		Director/Public Works
_____		_____
_____		_____

This Resolution shall take immediate effect.

AYES: _____
NAYS: _____

RESOLUTION DECLARED ADOPTED

CHARTER TOWNSHIP OF VAN BUREN

By _____
Supervisor

and _____
Clerk

I, _____ Township Clerk of the Township of Van Buren, County of Wayne, State of Michigan, do hereby certify that the foregoing is a true copy of a Resolution adopted by the Township Board of the Township of Van Buren, at a Regular Meeting on _____, 2015.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this _____ day of _____, 2015.

Clerk
Township of Van Buren
County of Wayne

PERMIT OFFICE 33809 MICHIGAN AVE WAYNE, MI 48184, PHONE (734) 595-6504 FAX (734) 595-6356
72 HOURS BEFORE ANY CONSTRUCTION, CALL George Hovis (734) 595-6504, Ext: 2029 FOR INSPECTION



WAYNE COUNTY
DEPARTMENT OF PUBLIC SERVICES
PERMIT TO CONSTRUCT, OPERATE, USE AND/OR MAINTAIN

PERMIT No. A-15100	
ISSUE DATE 1/1/2015	EXPIRES 12/31/2015
REVIEW No.	WORK ORDER 79340

PROJECT NAME
VAN BUREN TWP. - PAVEMENT RESTORATION

LOCATION VARIOUS	CITY/TWP VAN BUREN TWP
PERMIT HOLDER CHARTER TOWNSHIP OF VAN BUREN 46425 TYLER RD BELLEVILLE, MI 48111-5217	CONTRACTOR MI
CONTACT JIM TAYLOR (734) 699-8900	CONTACT <BLANK>

DESCRIPTION OF PERMITTED ACTIVITY (72 HOURS BEFORE YOU DIG, CALL MISS DIG 1-800-482-7161, www.mlssdig.org)

TO REPLACE AND REPAIR PAVEMENT CUTS DUE TO UTILITY REPAIRS WITHIN THE RIGHT-OF-WAY OF VARIOUS ROADS IN WAYNE COUNTY IN ACCORDANCE WITH THE WAYNE COUNTY RULES, SPECIFICATIONS AND PROCEDURES MANUAL & WAYNE COUNTY STANDARD PLANS FOR PERMIT CONSTRUCTION.

AT LEAST 72 HOURS PRIOR TO CONSTRUCTION, THE PERMIT HOLDER SHALL SUBMIT WRITTEN NOTICE OF CONSTRUCTION, INCLUDING THE LOCATION AND DATE OF THE WORK ALONG WITH CONSTRUCTION PLANS TO THE PERMIT OFFICE FOR APPROVAL.

THE FINAL AREA OF ANY PAVEMENT TO BE REPLACED AND/OR OVERLAID SHALL BE DETERMINED AND MARKED OUT BY THE COUNTY.

FOR EACH PROJECT, ALL ACTUAL PLAN REVIEW AND INSPECTION COSTS, INCLUDING OVERTIME, SUPERVISION, TESTING OF MATERIALS AND EMERGENCY WORK, IF REQUIRED, SHALL BE BILLED TO THE PERMIT HOLDER ON A MONTHLY BASIS.

ANY ROAD CLOSURE SHALL BE IN COMPLIANCE WITH THE MICHIGAN MANUAL OF TRAFFIC CONTROL DEVICES.
[HTTP://MUTCD.FHWA.DOT.GOV](http://MUTCD.FHWA.DOT.GOV)

THE ATTACHMENTS LISTED BELOW ARE INCORPORATED BY REFERENCE AS PART OF THE CONDITIONS OF THIS PERMIT.

FINANCIAL SUMMARY PERMIT FEE \$0.00 PLAN REVIEW FEE..... \$0.00 PARK FEE..... \$0.00 OTHER FEE..... \$0.00 BOND..... \$0.00 INSPECTION DEPOSIT..... \$0.00 OTHER BOND \$0.00 TOTAL COSTS \$0.00 <hr/> TOTAL CHECK AMOUNT \$0.00 CASHIER DATE 1/1/2015	DEPOSITOR <hr/> LETTER OF CREDIT DEPOSITOR	APPROVED PLANS PREPARED BY <hr/> PLANS APPROVED BY DATE PLANS APPROVED 1/1/2015 REQUIRED ATTACHMENTS GENERAL CONDITIONS INDEMNITY AND INSURANCE ATTACHMENT RULES, SPECIFICATIONS AND PROCEDURES FOR PERMIT CONSTRUCTION - AVAILABLE ONLINE AT www.waynecounty.com/dps_engineering_cpoffice.htm <small>(PERMIT VALID ONLY IF ACCOMPANIED BY ABOVE ATTACHMENTS)</small>
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In consideration of the Permit Holder and Contractor agreeing to abide and conform with all the terms and conditions herein, a Permit is hereby issued to the above named to Construct, Operate, Use and/or Maintain within the Road Right of Way, County Easement, and/or County Property. The permitted work described above shall be accomplished in accordance with the Approved Plans, Maps, Specifications and Statements filed with the Permit Office which are integral to and made part of this Permit. The General Conditions as well as any Required Attachments are incorporated as part of this Permit.

WAYNE COUNTY DEPARTMENT OF PUBLIC SERVICES

JIM TAYLOR PERMIT HOLDER / AUTHORIZED AGENT	DATE	PREPARED BY
<BLANK> CONTRACTOR / AUTHORIZED AGENT	DATE	VALIDATED BY Mr. Ali Aljawad
		DATE



**Wayne County Department of Public Services
Engineering Division – Permit Office
Conditions & Limitations of Permits**

Plan Approval and Specifications: All work performed under the permit shall be done in accordance with the approved plans, specifications, maps, statements and special conditions filed with the County and shall comply with Wayne County Specifications, as defined in the current *Wayne County Rules, Specifications and Procedures for Permit Construction*, included as an attachment to this permit, the *Wayne County Standard Plans for Permit Construction*, and the *MDOJ Standard Specifications For Construction*, as modified by WCDPS Special Provisions, and other WCDPS specifications. Any situation or problem which occurs as a result of the construction, operation, use and/or maintenance of the facility in the right-of-way and is not covered by the approved plans nor by the County's current Standards and Specifications shall be resolved by the Permit Holder as directed and approved by the Permit Office. Any significant change to the plans must be approved by the Permit Office and is authorized only when an approved addendum is obtained from the Permit Office.

Fees: The Permit Holder shall be responsible for all fees and costs incurred by the County in connection with the permit and shall deposit payment for fees and costs as determined by the County at the time the permit is issued.

Bond: The Permit Holder shall furnish a bond in cash or Certified check in an amount acceptable to the County to guarantee performance under the conditions of the permit. The County may use all or any portion of the bond which shall be necessary to cover any expense, including inspection costs or damage incurred by the County through the granting of the permit. Should the bond be insufficient to cover the expenses and damages incurred by the County, the Permit Holder shall pay such deficiency upon billing by the County. If the bond amount exceeds the expenses and damages incurred by the County, the excess portion will be returned to the Depositor. The excess performance bond provided for herein, when it cannot be returned, shall be deposited into the County Road Fund and become a part thereof, unless claimed by the Depositor within one year of the date of satisfactory completion of the construction authorized by the permit.

Insurance: The Permit Holder shall furnish proof of liability and property damage insurance in the form and amounts acceptable to the County with Wayne County named as an insured party. The Permit Holder shall maintain this insurance until the permit is released, revoked or cancelled by the County.

Indemnification: Where the permittee is a government, to the extent allowed by law, the Permit Holder shall indemnify, hold harmless and defend Wayne County, the Wayne County Department of Public Services, its officials and employees against any and all claims, suits and judgments to which the County, the Department, its officials and employees may be subject and for all costs and actual attorney fees which may be incurred on account of injury to persons or damage to property, including property of the County, whether due to negligence of the Permit Holder or to the joint negligence of the Permit Holder and the County, arising out of any and all work performed under the permit, or in connection with work not authorized by the permit, or resulting from failure to comply with the terms of the permit or arising out of the continued existence of the work product that is the subject of the permit.

Permit on Site: The Permit Holder shall keep available a copy of the permit and any associated approved plans on site during permitted activities.

Notification for Start and Completion of Work: The permit shall not become operative until it has been fully executed by the County. The Permit Holder shall notify the County before starting construction and shall notify the County when work is completed. The Permit Holder or their representative shall have copies of the executed permit and approved plans in their possession on the job site at all times.

1. The Permit Holder shall provide at least three (3) days advanced notice, excluding Saturdays, Sundays and holidays, to the Permit Office prior to the commencement of any permitted activities by submitting a START OF WORK NOTIFICATION form by mail, fax or e-mail. In certain instances, additional notice may be required by the Permit Office. In the event that construction work ceases for a period of time, then the Permit Holder shall notify the Wayne County Inspector at least 24 hours prior to resuming work.
2. The Permit Holder shall comply with all requirements of the Miss Dig Statute, MCL §460.701 et seq., as amended. The Permit Holder shall call "MISS DIG", at (800) 482-7161, at least 72 hours, excluding Saturdays, Sundays and holidays, but not more than twenty-one (21) calendar days, before starting any underground work. The Permit Holder assumes all responsibility for damage to or interruption of underground utilities.
3. The Permit Holder shall call Wayne County Department of Public Services' Traffic Operations Office at (734) 955-2154, at least 72 hours prior, excluding Saturdays, Sundays and holidays, but not more than twenty-one (21) calendar days, before starting any underground work in the vicinity of any traffic signal equipment owned, operated or maintained by Wayne County.

Safety: The Permit Holder agrees that all work under the permit shall be performed in a safe manner and to keep the area affected by the permit in a safe condition until the work is completed and accepted by the County. The Permit Holder shall furnish, install and maintain all necessary traffic controls and protection which are in accordance with the current *Manual on Uniform Traffic Control Devices (MUTCD)*. The Permit Holder shall conduct all activities and maintain all facilities as set forth in the permit in a manner so as not to damage, impair, interfere with, or obstruct a public road or create a foreseeable risk of harm to the traveling public. The Permit Holder shall comply with all applicable OSHA and MIOSHA requirements.

Underground Utilities: The Permit Holder shall contact all utility owners regarding their facilities prior to starting work and shall comply with all applicable provisions of Act 53, Public Acts of 1974, as amended. Wayne County makes no warranty either expressed or implied as to the condition or suitability of subsurface conditions or any existing facility which may be encountered during an excavation. The presence or absence of utilities is based on the best information available and the County is not responsible for the accuracy of this information. The Permit Holder assumes all responsibility for the interruption and damage to underground utilities. The Permit Holder is responsible for proper disposal, in accordance with current regulations, of any material excavated from within the right-of-way. Such materials include, without limitation, soils or groundwater contaminated by petroleum products or other pollutants associated with sites identified by the MDEQ or reported on appropriate release forms for underground storage tanks.

Assignability: The permit is neither transferable nor assignable without the written consent of the County.

Limitation of Permit: The Applicant and the Permit Holder shall be responsible for obtaining and shall secure any permits or permission necessary or required by law from State, federal or other local governmental agencies and jurisdictions, corporations or individuals. These include, without limitation, those pertaining to drains, inland lakes and streams, wetlands, woodlands, flood plains, filling, noise regulation and hours of operation. Issuance of a Wayne County permit does not authorize activities otherwise regulated by State, federal or local agencies.

Access of Other Vehicles: The Permit Holder shall, at all times possible, maintain a minimum of one acceptable access to all abutting occupied properties, driveways and side streets unless otherwise specified on the approved plans. The Permit Holder shall notify all owners or occupants of properties whose access may be temporarily disrupted during the permitted work. The local police, fire or emergency service agencies shall define acceptable access. The Permit Holder shall provide signing and other improvements necessary to ensure adequate access until the roadway, driveway or side street is restored. The Permit Holder shall conduct all operations so as to minimize inconvenience to abutting property owners. Wayne County reserves the right to reasonably restrict the progress of work by the Permit Holder based on the rate of roadway and right-of-way restoration, including permanent or temporary pavement. Wayne County may require that work be suspended until satisfactory backfilling of open trenches or excavations has been completed and driveways, side streets and drainage restored.

Restoration: The Permit Holder agrees to restore the County road and road right-of-way, County drain easement or County park property to a condition equal to or better than its condition before work under the permit began. If the Permit Holder fails to satisfactorily restore the permitted work area, Wayne County may take all practical actions necessary to provide reasonably safe and convenient public travel, preservation of the roadway and drainage, prevention of soil erosion and sedimentation, and elimination of nuisance to abutting property owners caused by the permitted activity. Security in the form of cash, a certified check or surety bond shall be required to secure the cost of restoring the disturbed portion of the right-of-way to an acceptable safe condition. The amount of the security shall be determined by the Permit Office. In the event that a suspension of work will be protracted or that the work will not be completed by the Permit Holder, the Permit Holder shall restore the right-of-way to a condition similar to the condition that existed prior to issuance of the permit.

Acceptance: Acceptance by the County of work performed does not relieve the Permit Holder of full responsibility for work performed or the presence of the permitted facility. The Permit Holder acknowledges that the County has no liability for the presence of the Permit Holder's facility located within the County road right-of-way, County drain easement or County park property.

Permit Expiration and Extension of Time: All work authorized by the permit shall be completed to the satisfaction of the Permit Office on or before the expiration date specified in the permit. Any request for an extension of time for completion shall be on a completed County form and shall demonstrate good cause for granting the request. Additional requirements may be imposed as a condition of an extension of time due to seasonal limitations or other considerations. These additional requirements may include, without limitation, changes to materials or construction methods, reestablishment of fees, bonds, deposits and insurance requirements.

Responsibility: The design, construction, operation and maintenance of all work covered by the permit shall be at the Permit Holder's expense with the exception that the Permit Holder will not be responsible for maintaining road widenings or similar facilities which become part of the County roadway.

Revocation: The permit may be suspended or revoked at the will of the County. Upon order of the County, the Permit Holder shall surrender the permit, cease operations and remove, alter or relocate, at their expense, the facilities for which the permit was granted. The Permit Holder expressly waives any right to claim damages for compensation resulting from the revocation of the permit.

Violation: The County may declare the permit null and void if the Permit Holder violates the terms of the permit. The County may require immediate removal of the Permit Holder's facilities and restoration of the County property, or the County may remove the facilities and restore the County property at the Permit Holder's expense. The Permit Holder agrees that in the event of a violation of the terms of the permit or in the event the work authorized by the permit is not satisfactorily completed by the permit expiration date, the County may use all or any portion of the performance bond to restore the County road right-of-way, drain easement, wastewater facility or park property as necessary for reasonably safe and efficient operations and maintenance, or to establish extraordinary maintenance procedures as required to assure reasonably safe and efficient operation of the County facility.

Inspection and Testing of Materials: Wayne County reserves the right of inspection and the testing of materials by its authorized representatives of all permitted activities and/or activities within the road right-of-way, County owned property or within a County drain easement. All items identified by the final inspection shall be resolved prior to release of the permit. All materials and methods utilized during the course of the authorized permit work shall meet the requirements of the current *MDOJ Standard Specifications For Construction* as modified by Wayne County Special Provisions, Standard Plans for Permit Construction and this manual. The Permit Holder shall reimburse Wayne County for all required inspections and testing of materials.

Design: The Permit Holder is fully responsible for the design of the permitted facility, such that the design shall be consistent with all applicable County standards, specifications, guidelines, requirements and with good engineering practice. Any errors in the plans that become evident after the issuance of a permit, and which change the scope of permitted work, are subject to review and may be grounds for revocation of the permit. The Permit Office will not relieve the Permit Holder of the responsibility of correcting errors, deficiencies, or omissions due to oversight or unforeseen contingencies such as faulty drainage, poor subsoil conditions or the failure of the Permit Holder's engineer to show all the related or pertinent conditions inside or outside the plan area.

Drainage: Drainage shall not be altered to flow into the road right-of-way or road drainage system unless approved by Wayne County.

Permit Holder Compliance: The Permit Holder shall abide by the conditions and limitations contained on the permit and all other conditions listed within the WCDPS Rules, Specifications and Procedures for Construction Permits. The application of any work undertaken under the permit shall constitute the Permit Holder's agreement to the Provision.



**Wayne County Department of Public Services
Engineering Division – Permit Office
Indemnity and Insurance Attachment**

To the extent allowed by law, the Permit Holder shall defend and hold harmless Wayne County, the Department of Public Services, its officials and employees against any and all claims, suits and judgments to which Wayne County, the Departments, its officials and employees may be subject and for all costs and actual attorney fees which may be incurred on account of injury to persons or damage to property, including County property. The Permit Holder shall provide this indemnity for any incident arising out of any and all activities performed under the permit or in connection with work not authorized by the permit, or resulting from the failure to comply with the terms of the permit, or arising out of the continued existence of the work product that is subject to the permit.

Certificates of insurance shall be required for all construction permits, excluding residential driveway permits. Each certificate of insurance and any associated correspondence shall reference the plan review number of the project. General liability and automotive liability insurance coverage shall be in amounts detailed below:

The general liability insurance coverage shall be in amounts not less than \$1,000,000 each occurrence and \$2,000,000 general aggregate. Proof of automobile liability shall be in amounts not less than \$1,000,000 combined single limit for each accident, bodily injury per accident, and property damage per accident, and in an amount not less than \$1,000,000 for bodily injury each person, each occurrence and property damage liability \$1,000,000 each occurrence.

The certificate of insurance must be provided by a person, the corporation, or by authorized representatives who signed personally either the application or permit. Insurance shall remain in force until the permit is released by Wayne County.

The Wayne County Department of Public Services shall be a Certificate Holder on the policy of insurance. Wayne County, drainage district, and its officers, agents and employees shall be named as additional insured parties. It is also required that the annual permit numbers are included on each certificate of insurance.

The insurance shall cover a period not less than the term of the permit and shall provide that it cannot be cancelled or reduced without thirty (30) days advance written notice to Wayne County, by certified mail, first-class, return receipt requested. The thirty (30) days shall begin on the date when the County received the notice, as evidenced by the return receipt.

Such insurance shall provide by endorsement therein for the thirty (30) day notice by the insurer to the Permit Office prior to termination, cancellation or material alteration of the policy.

Licensee agrees to make application for renewal thereof at least sixty (60) days before the expiration date of the policy then in force and to file a certified copy of such renewed policy with the Permit Office.

The policy shall also provide by endorsement for the removal of the contractual exclusion.

Should insurance coverage be cancelled or reduced below acceptable limits, or allowed to expire, the authorization to continue work under the permit shall be suspended or revoked and shall not resume until new insurance is in force and accepted by Wayne County. Wayne County may, in such cases, take appropriate action to restore or protect the road and appurtenances. All costs incurred by this action shall be deducted from any remaining inspection deposit, bond and/or Letter of Credit and, if necessary, the Permit Holder may be billed to defray actual expenses.

Charter Township of Van Buren

Agenda Item _____

REQUEST FOR BOARD ACTION

WORK STUDY MEETING DATE:
2015-03-16

BOARD MEETING DATE:
2015-04-07

Consent Agenda X

New Business _____

Unfinished Business _____

Public Hearing _____

ITEM (SUBJECT)	Annual Wayne County Maintenance Permit
DEPARTMENT	Public Works
PRESENTER	Director James T. Taylor
PHONE NUMBER	734-699-8947
INDIVIDUALS IN ATTENDANCE (OTHER THAN PRESENTER)	

Agenda topic

ACTION REQUESTED	
	<i>2015-10</i>
Recommend to the Township Board to approve a resolution to approve and accept the Annual Wayne County Maintenance Permit	
BACKGROUND – (SUPPORTING AND REFERENCE DATA, INCLUDE ATTACHMENTS)	
This is an annual permit required by Wayne County for all communities utilizing Wayne County roads and right-of-ways.	

BUDGET IMPLICATION	none
IMPLEMENTATION NEXT STEP	Board approval of resolution
DEPARTMENT RECOMMENDATION	Approval by township board
COMMITTEE/COMMISSION RECOMMENDATION	Director of Public Works recommends approval
ATTORNEY RECOMMENDATION	The resolution, permit and related documents are under review by Township attorney.
(May be subject to Attorney/Client Privilege and not available under FOIA)	
ADDITIONAL REMARKS	
APPROVAL OF SUPERVISOR	

**RESOLUTION
AUTHORIZING EXECUTION OF
2015 ANNUAL MAINTENANCE PERMITS**

Resolution No. 2015-10

At a Regular Meeting of the Township Board of the Charter Township of Van Buren, County of Wayne, State of Michigan held in the Township on April 7, 2015 at 7:00 p.m., the following resolution was offered:

PRESENT _____
ABSENT _____
ON MOTION OF _____
SUPPORTED BY _____

WHEREAS, the Charter Township of Van Buren_(hereinafter the "Community") periodically applies to the County of Wayne Department of Public Services, Engineering Division Permit Office (hereinafter the "County") for permits to conduct emergency repairs and annual maintenance work on local and County roads or County road right of way located entirely within the boundaries of the Community, as needed from time to time to maintain the roads in a condition reasonably safe and convenient for public travel;

WHEREAS, pursuant to Act 51 of 1951, being MCL 247.651 *et seq*, the County permits and regulates such activities, banners and related temporary road closures;

NOW THEREFORE, in consideration of the County granting such Permit, the Community agrees and **RESOLVES** that:

It will fulfill all permit requirements and conditions and will to the extent allowed by law save harmless, indemnify and defend the County of Wayne and all of its officers, agents and employees against any and all damage claims, suits or judgments of any kind or nature arising as a result of the permitted activity:

BE IT FURTHER RESOLVED THAT: Any work performed for the Community by a contractor or subcontractor will be solely as a contractor for the Community and not as a contractor or agent of the County. Any claims by any contractor or subcontractor will be the sole responsibility of the Community. The County shall not be subject to any obligations or liabilities by vendors and contractors of the Community, or their subcontractors or any other person not a party to the Permit without its specific prior written consent and notwithstanding the issuance of the Permit.

BE IT FURTHER RESOLVED THAT: The Community shall take no unlawful action or conduct, which arises either directly or indirectly out of its obligations, responsibilities, and duties under the Permit which results in claims being asserted against or judgment being imposed against the County, and all officers, agents and employees thereof pursuant to a maintenance contract. In the event that same occurs, for the purposes of the Permit, it will be considered a breach of the Permit thereby giving the County a right to seek and obtain any necessary relief or remedy, including, but not by way of limitation, a judgment for money damages.

BE IT FURTHER RESOLVED THAT: With respect to any activities authorized by Permit, when the Community requires insurance on its own or its contractor's behalf, it shall also require that such policy include as named insured the County of Wayne and all officers, agents and employees thereof. The incorporation by the County of this resolution as part of a Permit does not prevent the County from requiring additional performance security or insurance before issuance of a Permit.

BE IT FURTHER RESOLVED THAT: The Community shall, at no expense to Wayne County, provide necessary police supervision, establish detours and post all necessary signs and other traffic control devices in accordance with the Michigan Manual of Uniform Traffic Control Devices.

BE IT FURTHER RESOLVED THAT: The Community shall assume full responsibility for the cost of repairing damage, if any, done to the County road during the period of road closure or partial closure.

BE IT FURTHER RESOLVED THAT: This resolution shall continue in force from this date until cancelled by the Community or the County with no less than thirty (30) days prior written notice to the other party. It will not be cancelled or otherwise terminated by the Community with regard to any Permit which has already been issued or activity which has already been undertaken.

BE IT FURTHER RESOLVED THAT: the following position(s) are authorized to apply to the County of Wayne Department of Public Services Engineering Division Permit Office for the necessary permit to work within County road right-of-way or local roads on behalf of the Community.

Name	and/or	Title
James T. Taylor		Director/Public Works

This Resolution shall take immediate effect.

AYES: _____
NAYS: _____

RESOLUTION DECLARED ADOPTED

CHARTER TOWNSHIP OF VAN BUREN

By _____
Supervisor

and _____
Clerk

I, _____ Township Clerk of the Township of Van Buren, County of Wayne, State of Michigan, do hereby certify that the foregoing is a true copy of a Resolution adopted by the Township Board of the Township of Van Buren, at a Regular Meeting on _____, 2015.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this _____ day of _____, 2015.

Clerk
Township of Van Buren
County of Wayne



**Wayne County Department of Public Services
Engineering Division – Permit Office**

**Scope of Work and Conditions Attachment
For Annual Municipal Maintenance Permits**

The Annual Permit authorizes the municipality to occupy Wayne County road rights-of-way for the purpose of inspection, repair and routine maintenance of the facilities listed below that are under its jurisdiction.

Scope of Work - The following work is authorized under the Annual Maintenance Permit:

Sanitary Sewers

1. Inspection, repair and routine maintenance of the facilities under its jurisdiction

Water Main and installation of 2" pipe

1. Inspection, repair and routine maintenance of the facilities under its jurisdiction
2. Water service connection with 2" diameter pipe or less, serving single customer
1. A separate permit will be required for any operations performed under the following conditions for Water and/or Sanitary related work:
 - a. For all water service connections larger than a two inch (2") diameter
 - b. For any water service connection that serves more than one customer
 - c. Whenever work is to be performed in a new subdivision
 - d. For any sanitary sewer service connection

Dust Palliative Applications

1. Dust palliative treatment shall be with calcium magnesium chloride in accordance with Wayne County specifications.
2. The municipality shall designate each road to be treated with dust palliative and pay the Contractor for all materials and service.
3. Prior to the application of Dust Palliative Materials, the Permit Holder shall provide at least seven (7) days notice to the Wayne County Roads Division (313-955-9920) to allow for preparation and inspection of the roads to be treated.

Sidewalk

1. Existing sidewalks may be repaired or replaced at existing alignment on existing grade.
2. A separate permit will be required for the construction of a new sidewalk, for the replacement of an existing sidewalk on a new alignment or grade or for the construction of new sidewalk ramps to the County road.

Permit Conditions

1. **A separate permit will be required for final pavement repairs when pavement is broken while making either emergency or non-emergency repairs.**
2. Reports indicating all work performed or that no work was performed under the permit shall be provided to the Permit Office at the end of each month.
3. Any work not covered under the annual scope of work and conditions above shall require a separate permit. Refer to the *Wayne County Rules, Specifications and Procedures Construction Permits*.
4. All inspection costs, including overtime, supervision, testing of materials and emergency work, if required, shall be billed to the Permit Holder.



**Wayne County Department of Public Services
Engineering Division – Permit Office
Indemnity and Insurance Attachment**

To the extent allowed by law, the Permit Holder shall defend and hold harmless Wayne County, the Department of Public Services, its officials and employees against any and all claims, suits and judgments to which Wayne County, the Departments, its officials and employees may be subject and for all costs and actual attorney fees which may be incurred on account of injury to persons or damage to property, including County property. The Permit Holder shall provide this indemnity for any incident arising out of any and all activities performed under the permit or in connection with work not authorized by the permit, or resulting from the failure to comply with the terms of the permit, or arising out of the continued existence of the work product that is subject to the permit.

Certificates of insurance shall be required for all construction permits, excluding residential driveway permits. Each certificate of insurance and any associated correspondence shall reference the plan review number of the project. General liability and automotive liability insurance coverage shall be in amounts detailed below:

The general liability insurance coverage shall be in amounts not less than \$1,000,000 each occurrence and \$2,000,000 general aggregate. Proof of automobile liability shall be in amounts not less than \$1,000,000 combined single limit for each accident, bodily injury per accident, and property damage per accident, and in an amount not less than \$1,000,000 for bodily injury each person, each occurrence and property damage liability \$1,000,000 each occurrence.

The certificate of insurance must be provided by a person, the corporation, or by authorized representatives who signed personally either the application or permit. Insurance shall remain in force until the permit is released by Wayne County.

The Wayne County Department of Public Services shall be a Certificate Holder on the policy of insurance. Wayne County, drainage district, and its officers, agents and employees shall be named as additional insured parties. It is also required that the annual permit numbers are included on each certificate of insurance.

The insurance shall cover a period not less than the term of the permit and shall provide that it cannot be cancelled or reduced without thirty (30) days advance written notice to Wayne County, by certified mail, first-class, return receipt requested. The thirty (30) days shall begin on the date when the County received the notice, as evidenced by the return receipt.

Such insurance shall provide by endorsement therein for the thirty (30) day notice by the insurer to the Permit Office prior to termination, cancellation or material alteration of the policy.

Licensee agrees to make application for renewal thereof at least sixty (60) days before the expiration date of the policy then in force and to file a certified copy of such renewed policy with the Permit Office.

The policy shall also provide by endorsement for the removal of the contractual exclusion.

Should insurance coverage be cancelled or reduced below acceptable limits, or allowed to expire, the authorization to continue work under the permit shall be suspended or revoked and shall not resume until new insurance is in force and accepted by Wayne County. Wayne County may, in such cases, take appropriate action to restore or protect the road and appurtenances. All costs incurred by this action shall be deducted from any remaining inspection deposit, bond and/or Letter of Credit and, if necessary, the Permit Holder may be billed to defray actual expenses.



**Wayne County Department of Public Services
Engineering Division – Permit Office
Conditions & Limitations of Permits**

Plan Approval and Specifications: All work performed under the permit shall be done in accordance with the approved plans, specifications, maps, statements and special conditions filed with the County and shall comply with Wayne County Specifications, as defined in the current Wayne County Rules, Specifications and Procedures for Permit Construction, included as an attachment to this permit, the Wayne County Standard Plans for Permit Construction, and the MDOT Standard Specifications For Construction, as modified by WCDPS Special Provisions, and other WCDPS specifications. Any situation or problem which occurs as a result of construction, operation, use and/or maintenance of the facility in the right-of-way and is not covered by the approved plans nor by the County's current Standards and Specifications shall be resolved by the Permit Holder as directed and approved by the Permit Office. Any significant change to the plans must be approved by the Permit Office and is authorized only when an approved addendum is obtained from the Permit Office.

Fees: The Permit Holder shall be responsible for all fees and costs incurred by the County in connection with the permit and shall deposit payment for fees and costs as determined by the County at the time the permit is issued.

Bond: The Permit Holder shall furnish a bond in cash or Certified check in an amount acceptable to the County to guarantee performance under the conditions of the permit. The County may use all or any portion of the bond which shall be necessary to cover any expense, including inspection costs or damage incurred by the County through the granting of the permit. Should the bond be insufficient to cover the expenses and damages incurred by the County, the Permit Holder shall pay such deficiency upon billing by the County. If the bond amount exceeds the expenses and damages incurred by the County, the excess portion will be returned to the Depositor. The excess performance bond provided for herein, when it cannot be returned, shall be deposited into the County Road Fund and become a part thereof, unless claimed by the Depositor within one year of the date of satisfactory completion of the construction authorized by the permit.

Insurance: The Permit Holder shall furnish proof of liability and property damage insurance in the form and amounts acceptable to the County with Wayne County named as an insured party. The Permit Holder shall maintain this insurance until the permit is released, revoked or cancelled by the County.

Indemnification: Where the permittee is a government, to the extent allowed by law, the Permit Holder shall indemnify, hold harmless and defend Wayne County, the Wayne County Department of Public Services, its officials and employees against any and all claims, suits and judgments to which the County, the Department, its officials and employees may be subject and for all costs and actual attorney fees which may be incurred on account of injury to persons or damage to property, including property of the County, whether due to negligence of the Permit Holder or to the joint negligence of the Permit Holder and the County, arising out of any and all work performed under the permit, or in connection with work not authorized by the permit, or resulting from failure to comply with the terms of the permit or arising out of the continued existence of the work product that is the subject of the permit.

Permit on Site: The Permit Holder shall keep available a copy of the permit and any associated approved plans on site during permitted activities.

Notification for Start and Completion of Work: The permit shall not become operative until it has been fully executed by the County. The Permit Holder shall notify the County before starting construction and shall notify the County when work is completed. The Permit Holder or their representative shall have copies of the executed permit and approved plans in their possession on the job site at all times.

1. The Permit Holder shall provide at least three (3) days advanced notice, excluding Saturdays, Sundays and holidays, to the Permit Office prior to the commencement of any permitted activities by submitting a START OF WORK NOTIFICATION form by mail, fax or e-mail. In certain instances, additional notice may be required by the Permit Office. In the event that construction work ceases for a period of time, then the Permit Holder shall notify the Wayne County Inspector at least 24 hours prior to resuming work.
2. The Permit Holder shall comply with all requirements of the Miss Dig Statute, MCL §460.701 et seq., as amended. The Permit Holder shall call "MISS DIG", at (800) 482-7161, at least 72 hours, excluding Saturdays, Sundays and holidays, but not more than twenty-one (21) calendar days, before starting any underground work. The Permit Holder assumes all responsibility for damage to or interruption of underground utilities.
3. The Permit Holder shall call Wayne County Department of Public Services' Traffic Operations Office at (734) 955-2154, at least 72 hours prior, excluding Saturdays, Sundays and holidays, but not more than twenty-one (21) calendar days, before starting any underground work in the vicinity of any traffic signal equipment owned, operated or maintained by Wayne County.

Safety: The Permit Holder agrees that all work under the permit shall be performed in a safe manner and to keep the area affected by the permit in a safe condition until the work is completed and accepted by the County. The Permit Holder shall furnish, install and maintain all necessary traffic controls and protection which are in accordance with the current Manual on Uniform Traffic Control Devices (MUTCD). The Permit Holder shall conduct all activities and maintain all facilities as set forth in the permit in a manner so as not to damage, impair, interfere with, or obstruct a public road or create a foreseeable risk of harm to the traveling public. The Permit Holder shall comply with all applicable OSHA and MIOSHA requirements.

Underground Utilities: The Permit Holder shall contact all utility owners regarding their facilities prior to starting work and shall comply with all applicable provisions of Act 53, Public Acts of 1974, as amended. Wayne County makes no warranty either expressed or implied as to the condition or suitability of subsurface conditions or any existing facility which may be encountered during an excavation. The presence or absence of utilities is based on the best information available and the County is not responsible for the accuracy of this information. The Permit Holder assumes all responsibility for the interruption and damage to underground utilities. The Permit Holder is responsible for proper disposal, in accordance with current regulations, of any material excavated from within the right-of-way. Such materials include, without limitation, soils or groundwater contaminated by petroleum products or other pollutants associated with sites identified by the MDEQ or reported on appropriate release forms for underground storage tanks.

Assignability: The permit is neither transferable nor assignable without the written consent of the County.

Limitation of Permit: The Applicant and the Permit Holder shall be responsible for obtaining and shall secure any permits or permission necessary or required by law from State, federal or other local governmental agencies and jurisdictions, corporations or individuals. These include, without limitation, those pertaining to drains, inland lakes and streams, wetlands, woodlands, flood plains, filling, noise regulation and hours of operation. Issuance of a Wayne County permit does not authorize activities otherwise regulated by State, federal or local agencies.

Access of Other Vehicles: The Permit Holder shall, at all times possible, maintain a minimum of one acceptable access to all abutting occupied properties, driveways and side streets unless otherwise specified on the approved plans. The Permit Holder shall notify all owners or occupants of properties whose access may be temporarily disrupted during the permitted work. The local police, fire or emergency service agencies shall define acceptable access. The Permit Holder shall provide signing and other improvements necessary to ensure adequate access until the roadway, driveway or side street is restored. The Permit Holder shall conduct all operations so as to minimize inconvenience to abutting property owners. Wayne County reserves the right to reasonably restrict the progress of work by the Permit Holder based on the rate of roadway and right-of-way restoration, including permanent or temporary pavement. Wayne County may require that work be suspended until satisfactory backfilling of open trenches or excavations has been completed and driveways, side streets and drainage restored.

Restoration: The Permit Holder agrees to restore the County road and road right-of-way, County drain easement or County park property to a condition equal to or better than its condition before work under the permit began. If the Permit Holder fails to satisfactorily restore the permitted work area, Wayne County may take all practical actions necessary to provide reasonably safe and convenient public travel, preservation of the roadway and drainage, prevention of soil erosion and sedimentation, and elimination of nuisance to abutting property owners caused by the permitted activity. Security in the form of cash, a certified check or surety bond shall be required to secure the cost of restoring the disturbed portion of the right-of-way to an acceptable safe condition. The amount of the security shall be determined by the Permit Office. In the event that a suspension of work will be protracted or that the work will not be completed by the Permit Holder, the Permit Holder shall restore the right-of-way to a condition similar to the condition that existed prior to issuance of the permit.

Acceptance: Acceptance by the County of work performed does not relieve the Permit Holder of full responsibility for work performed or the presence of the permitted facility. The Permit Holder acknowledges that the County has no liability for the presence of the Permit Holder's facility located within the County road right-of-way, County drain easement or County park property.

Permit Expiration and Extension of Time: All work authorized by the permit shall be completed to the satisfaction of the Permit Office on or before the expiration date specified in the permit. Any request for an extension of time for completion shall be on a completed County form and shall demonstrate good cause for granting the request. Additional requirements may be imposed as a condition of an extension of time due to seasonal limitations or other considerations. These additional requirements may include, without limitation, changes to materials or construction methods, reestablishment of fees, bonds, deposits and insurance requirements.

Responsibility: The design, construction, operation and maintenance of all work covered by the permit shall be at the Permit Holder's expense with the exception that the Permit Holder will not be responsible for maintaining road widenings or similar facilities which become part of the County roadway.

Revocation: The permit may be suspended or revoked at the will of the County. Upon order of the County, the Permit Holder shall surrender the permit, cease operations and remove, alter or relocate, at their expense, the facilities for which the permit was granted. The Permit Holder expressly waives any right to claim damages for compensation resulting from the revocation of the permit.

Violation: The County may declare the permit null and void if the Permit Holder violates the terms of the permit. The County may require immediate removal of the Permit Holder's facilities and restoration of the County property, or the County may remove the facilities and restore the County property at the Permit Holder's expense. The Permit Holder agrees that in the event of a violation of the terms of the permit or in the event the work authorized by the permit is not satisfactorily completed by the permit expiration date, the County may use all or any portion of the performance bond to restore the County road right-of-way, drain easement, wastewater facility or park property as necessary for reasonably safe and efficient operations and maintenance, or to establish extraordinary maintenance procedures as required to assure reasonably safe and efficient operation of the County facility.

Inspection and Testing of Materials: Wayne County reserves the right of inspection and the testing of materials by its authorized representatives of all permitted activities and/or activities within the road right-of-way, County owned property or within a County drain easement. All items identified by the final inspection shall be resolved prior to release of the permit. All materials and methods utilized during the course of the authorized permit work shall meet the requirements of the current MDOT Standard Specifications For Construction as modified by Wayne County Special Provisions, Standard Plans for Permit Construction and this manual. The Permit Holder shall reimburse Wayne County for all required inspections and testing of materials.

Design: The Permit Holder is fully responsible for the design of the permitted facility, such that the design shall be consistent with all applicable County standards, specifications, guidelines, requirements and with good engineering practice. Any errors in the plans that become evident after the issuance of a permit, and which change the scope of permitted work, are subject to review and may be grounds for revocation of the permit. The Permit Office will not relieve the Permit Holder of the responsibility of correcting errors, deficiencies, or omissions due to oversight or unforeseen contingencies such as faulty drainage, poor subsoil conditions or the failure of the Permit Holder's engineer to show all the related or pertinent conditions inside or outside the plan area.

Drainage: Drainage shall not be altered to flow into the road right-of-way or road drainage system unless approved by Wayne County.

Permit Holder Compliance: The Permit Holder shall abide by the conditions and limitations contained on the permit and all other conditions listed within the WCDPS Rules, Specifications and Procedures for Construction Permits. The application of any work undertaken under the permit shall constitute the Permit Holder's agreement to the Provision.