

**CHARTER TOWNSHIP OF VAN BUREN BOARD OF TRUSTEES  
MARCH 19, 2018 WORK STUDY MEETING 4:00 P.M.  
TENTATIVE AGENDA**

**ROLL CALL:**

Supervisor McNamara	_____	Trustee Miller	_____
Clerk Wright	_____	Trustee White	_____
Treasurer Budd	_____	Engineer Potter	_____
Trustee Frazier	_____	Attorney McCauley	_____
Trustee Martin	_____	Secretary Selman	_____

**UNFINISHED BUSINESS:**

**NEW BUSINESS:**

1. Discussion on the contract between the Township and the Michigan Department of Transportation (MDOT) with regard to construction of a non-motorized path along the east side of Belleville Road over I-94.
2. Discussion on the reappointments of Joyce Rochowiak, Ronald Blank and Helen Foster to the Downtown Development Authority (DDA) with terms to expire March 9, 2022.
3. Discussion on the proposal by Johnson Controls, Inc./Controls/Tyco Integrated Security to provide a new security card access system in an amount not to exceed \$31,307.85.
4. Discussion on Resolution 2018-03 authorizing the Township to participate in the Michigan Economic Development Corporation's (MDEC) Redevelopment Ready Communities (RRC) Program.
5. Discussion on the proposal by Florence Cement to provide Road Paving for the McBride Road Paving Project in an amount of \$528,450.00 with a 10% contingency.
6. Discussion on the proposal by Wade Trim to provide professional Engineering Services for the construction of the McBride Paving Project in amount not to exceed \$73,400.
7. Presentation on the Downriver Utility Wastewater Authority (DUWA) Definitive transfer Agreement.

**PUBLIC COMMENT:**

**CLOSED SESSION:**

**ADJOURNMENT:**

# Charter Township of Van Buren

Agenda Item \_\_\_\_\_

WORK STUDY: Mar 19, 2018

## REQUEST FOR BOARD ACTION

BOARD MEETING: APRIL 3, 2018

New Business

Unfinished Business

Consent Agenda

Public Hearing

ITEM (SUBJECT)	Consider approval of contract between the Charter Township of Van Buren and the Michigan Department of Transportation (MDOT) with regard to construction of a non-motorized path along the east side of Belleville Road over I-94
DEPARTMENT	DDA
PRESENTER	Susan Ireland and/or Developmental Services
PHONE NUMBER	723-699-8900 x9201 – 734-699-8913
INDIVIDUALS IN ATTENDANCE (OTHER THAN PRESENTER)	

### Agenda topic

ACTION REQUESTED	
Consider approval of Contract between the Charter Township of Van Buren and the Michigan Department of Transportation (MDOT) with regard to construction of a non-motorized path along the east side of Belleville Road over I-94 and to approve and authorize the Township Supervisor and Township Clerk as the signors of the contract.	
BACKGROUND – (SUPPORTING AND REFERENCE DATA, INCLUDE ATTACHMENTS)	
<ul style="list-style-type: none"> <li>The Downtown Development Authority is no longer considered to be a long term organization of the State of Michigan because it has a predetermined life span (2038).</li> <li>The State of Michigan will only enter into the contract with the local municipal because they do not have a finite life span.</li> <li>As you know the DDA has committed to paying for this project in its entirety and will be establishing a separate maintenance fund to address future maintenance needs. It is estimated that the DDA portion will be \$1,296,800 and Federal Aid is expected to be \$396,900. Additionally MDOT has absorbed the cost of the design and they will be administering the project.</li> <li>Legal counsel is in the process of reviewing the contract and drafting the appropriate resolutions for Van Buren Township as well as the Downtown Development Authority</li> </ul>	

BUDGET IMPLICATION	No Budget Implication to the General Fund
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IMPLEMENTATION NEXT STEP	DDA approval of Resolution solidifying their responsibility and the maintenance fund.
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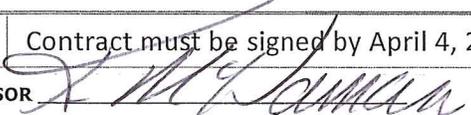
DEPARTMENT RECOMMENDATION	approval
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COMMITTEE/COMMISSION RECOMMENDATION	approval
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ATTORNEY RECOMMENDATION	Final documents approved by legal counsel will be included in the April 3, 2018 meeting packet.
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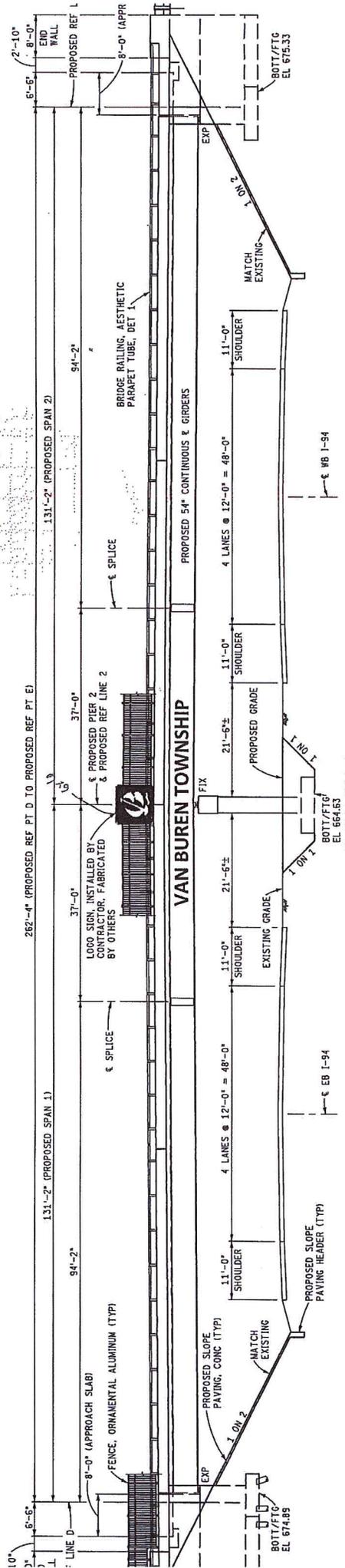
(May be subject to Attorney/Client Privilege and not available under FOIA)

ADDITIONAL REMARKS	Contract must be signed by April 4, 2018 or the contractor can pull the bid or not honor the numbers
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APPROVAL OF SUPERVISOR	
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**PLAN**

NOTE: RBG LOCATION IS FURTHER UP S CORE# RBG BUT THE 67' RT OF BELLEVILLE ROAD IS IT'S PROPER LOCATION.



NOV PLAN REVISIONS	NO.	DATE	AUTH	DESCRIPTION
DESCRIPTION				
<b>NO SCALE</b>				
<b>MDOT</b> Michigan Department of Transportation		DRWN BY: BERMANIS	DATE: 05-17-17	CS: SOI OF 82021
		CHKD BY: FRIEZENBERG CORR BY: AMB	DESIGN UNIT: GARCIA	JN: 132804A
		FILE: 601_82021_struct_001.dgn	TSC: TAYLOR	GENERAL PLAN OF STRUCTURE I--94 UNDER BELLEVILLE ROAD

Sheet 10



Sheet 9

Sheet 11

10 11 12	PLAN VIEW OF BRIDGE ALTERNATIVE A	DATE: 10/15/2010	SCALE: 1" = 100'
		V&S V&S	







To: Van Buren Charter Township Board of Trustees  
Cc: Van Buren Charter Township Downtown Development Authority  
From: Susan Ireland, Executive Director   
Date: April 27, 2016  
Subject: Exploratory discussion of the DDA and preliminary consideration of Installation of a pedestrian overpass on Belleville Road over I-94

The major commercial corridor within the DDA District is along Belleville Road from the Bridge leading to the City of Bellville and extending to approximately Van Born Road. Unfortunately I-94 bisects Belleville Road and there is no safe way for pedestrians/bicyclists to safely cross the freeway at this location. This has been a concern of some DDA Directors because one of the goals of the DDA is to create a walkable, bike-able and business friendly commercial area.

We have begun creating *Downtown Van Buren* through our Belleville Road Streetscape (streetlights, banners, trees, columns, monument(s) maintenance) and other projects which have included road repair, new traffic signals, new sidewalks and ADA accessibility added to existing sidewalks. Additionally, we are working to strengthen our relationships within the community through partnerships with Van Buren Public Safety, the Belleville DDA and the Van Buren Parks and Recreation Department. Currently, the DDA is in the process of acquiring rights-of-way along Belleville Road from Tyler Road to Ecorse which will allow for the ultimate expansion of Belleville Road to a 5-lane roadway. We are also beginning our PlaceMaking project with the acquisition and redevelopment of property at 10101 and 10151 Belleville Road.

At their February 2016 meeting, the DDA approved a proposal by Wade-Trim to conduct a needs assessment for a possible project of constructing a pedestrian bridge on the east side of Belleville Road. Though it is not ideal to conduct field observations during the winter, due to necessity, observations were done in March over various days and times for a total of 14 hours. The field observations were supplemented by traffic counts (including pedestrians and bicycles) that were done for the Belleville Road signal project. Results of the study showed a surprising number of pedestrians and bicyclists are already making the connection by utilizing the shoulders of Belleville Road over the freeway, walking/riding in the landscaped area adjacent to the road and crossing the ramps at unmarked locations. Observations also revealed that most of the travel involved pedestrians and bicyclists travelling on the shoulders against the flow of vehicular traffic. Wade Trim cited that some travelled in groups of 2 and while walking or riding side by side were dangerously close to the edge line of the shoulder and within one foot of the travel lane and moving vehicular traffic on Belleville Road. Others appeared to not pay attention to traffic when crossing the freeway ramps, or chose to cross the I-94 westbound entrance loop ramp in the opposite direction of vehicle travel. It has been suggested that as weather conditions improve, the number of pedestrians and bicyclists engaging in unsafe crossing practices will significantly increase. Public Safety pulled statistics for safety related incidents near the overpass and presented the information to the DDA board at the April meeting.

Even though the Quirk Road pedestrian bridge (which is about a ½ mile west of Belleville Road) would appear to be a safer



46425 Tyler Road  
Van Buren Township, MI 48111  
734.699.8900 x9201  
734.699.8958 fax

[VanBuren-Mi.org](http://VanBuren-Mi.org)

alternative, most pedestrians and bicyclists are choosing to travel the most direct routes utilizing the Belleville Road bridge shoulders.

The DDA was informed that SEMCOG will be accepting applications for Transportation Alternatives Program (TAP) Grants which are due on May 2, 2016. There is a total of \$5 million to be awarded and one of the four types of projects being considered are for pedestrian and bicycle infrastructure and safety programs. At the last DDA Meeting, the DDA Board approved the following motion:

Motion Blank, support Combs to approve that Wade Trim prepare a grant application for potential funding [which has a May 2, 2016 deadline] toward a pedestrian overpass along Belleville Rod over I-94, obtain comments from the Public Safety Department on traffic and safety issues, and provide locations of similar projects; bring that application to the April, 2016 meeting for review and final determination on grant submission by the DDA and at that time approve any budget adjustment if necessary. Motion Carried.

The DDA board is looking at this potential project very closely as they did not want to apply for a grant and then potentially turn it down if awarded. Field observations have confirmed that as a result of residential and business areas being bisected by the freeway, pedestrians and bicyclists are crossing over I-94 with an alarming amount of risk.

Addressing the I-94 crossing fits in our overall placemaking initiative and is on the list of projects for the DDA to undertake. On the south side of I-94 there are two (2) residential subdivisions, two (2) apartment complexes, one (1) condominium complex, two (2) hotels and numerous commercial businesses. On the north side of I-94 there are five (5) residential subdivisions/areas, one (1) manufactured home community, one (1) apartment complex, one (1) condominium complex, three (3) hotels, one (1) proposed new hotel and many commercial businesses. The businesses and residents on both sides of I-94 should have the opportunity for connectivity and direct access to north and south *Downtown Van Buren*. Our community is continuing to experience commercial growth and recent large developments have made pedestrian access through their property, ultimately providing additional non-motorized access. The DDA has worked diligently to provide increased pedestrian connectivity through the installation of additional sidewalk and by adding accessibility to existing sidewalk. We believe that there is an opportunity to utilize signage on the proposed crossing to market Van Buren Township and increase our name recognition with commuters.

Wade Trim has provided data and photographs on recently constructed freeway crossings in Auburn Hills and Ionia, as well as an underpass at Ford Road and I-275 in Canton Township. As you can see in the photos of the Auburn Hills and Ionia pedestrian crossings, we have an opportunity to help brand Van Buren with the installation of signage on the bridge.

SEMCOG says it best, "the heart of placemaking is the idea of communities coming together to shape the public spaces around them. It is a grassroots movement designed to take full advantage of the rich resources available in Southeast Michigan when planning, designing, creating, managing, and improving these shared places.

Southeast Michigan is a unique region, with a diverse landscape of small towns, bustling urban centers, world-class shopping and entertainment options, historic neighborhoods, orchards and agricultural land, and other beautiful natural areas. placemaking takes these local assets and uses them as the foundation for creating the best possible spaces for the needs of the community."

There is a strong community backing for this project and letters of support have been provided by Public Safety, parks and recreation, Belleville DDA and City of Belleville citing safety, healthy movement and connectivity between the two (2) communities. A project of this type has been in the Recreation Master Plan for ten (10) years.

The DDA has met with MDOT and Wayne County Roads. Since Wayne County Roads is the Act 51 recipient, much like the DDA Fence Installation, Belleville/Ecorse Intersection, new traffic signals and Belleville Road Repairs, they have indicated that they would partner with the Van Buren DDA to assist with this project. However, like the aforementioned projects, the DDA would be responsible for maintenance. It would be the intent of the DDA to dedicate funding to a special account for maintenance. It is anticipated that bridge would have a useful life of 70 years with the first scheduled repairs occurring in year 15.

At the April 26, 2016 DDA Meeting the DDA approved the submission of the grant application and approved the funding for Wade Trim to complete and submit the grand funding request.

# Charter Township of Van Buren

Consent Agenda \_\_\_\_\_

WORK STUDY: MARCH 19, 2018 \_\_\_\_\_

BOARD MEETING: MARCH 20, 2018 \_\_\_\_\_

## REQUEST FOR BOARD ACTION

	New Business	Unfinished Business	X Consent Agenda	Public Hearing
<b>ITEM (SUBJECT)</b>	Consider the reappointments of Joyce Rochowiak, Ronald Blank and Helen Foster to the Downtown Development Authority, terms to expire March 9, 2022			
<b>DEPARTMENT</b>	DDA			
<b>PRESENTER</b>	Supervisor McNamara			
<b>PHONE NUMBER</b>	723-699-8910			
<b>INDIVIDUALS IN ATTENDANCE (OTHER THAN PRESENTER)</b>				

### Agenda topic

ACTION REQUESTED
Approve the reappointments of Joyce Rochowiak, Ronald Blank and Helen Foster to the Downtown Development Authority, terms to expire March 9, 2022

BACKGROUND – (SUPPORTING AND REFERENCE DATA, INCLUDE ATTACHMENTS)
<p>Over the years the Van Buren Township Downtown Development Authority (DDA) has been able to undertake many projects that would not have been accomplished without the vision of the Township Board when they established a DDA in accordance with Public Act 197 of 1975, as amended. While projects are district specific, they reflect on the entire township and set the tone of our community. Some of the DDA’s successes include the reconfiguration of the Belleville/Ecorse intersection and landscape project, Belleville Road repairs and traffic signalization project, decorative fence along Belleville Road at the Belle Harbour Subdivision, assistance with the 800 MH radio system in Public Safety, partnership with the Township on the roof repairs, emergency warning sirens, Automatic External Defibrillators (AED’s) assistance with the Developmental Services Department Renovation and collaboration with the City of Belleville in advertising, their Autumn Events and sculptures.</p> <p>Helen Foster and Ronald Blank have devoted their energy and efforts for a number of years and their terms of office expire March 9, 2018. Joyce Rochowiak is the newest appointment to the DDA Board where she filled an unexpired term for a former DDA member expiring March 9, 2018. They are loyal members and have taken their responsibility seriously. The DDA Board is pro-active with a strong emphasis on the vitality and health of Van Buren and its businesses. Their service has been instrumental in the many successes of the DDA.</p> <p>On the radar for the DDA in the foreseeable future is: continued collaborative efforts with Public Safety for “Public Safety Day,” maintenance of DDA improvements, the placemaking initiative on the DDA owned parcel at 10151 Belleville Road and a pedestrian overpass along Belleville Road over I-94 which will connect the north and south portion of our DDA Business District that will be much safer for pedestrians and non-motorized vehicles.</p> <p>All three (3) of these individuals meet the requirements of the DDA Act and have expressed their interest in continuing to serve Van Buren Charter Township on the Downtown Development Authority Board. Your consideration of their reappointments will be greatly appreciated.</p>

<b>BUDGET IMPLICATION</b>	None. Non Compensated Board of Directors
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<b>IMPLEMENTATION NEXT STEP</b>	
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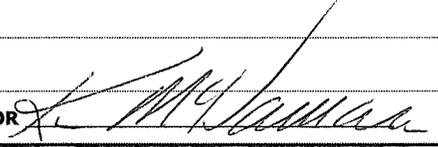
<b>DEPARTMENT RECOMMENDATION</b>	approval
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<b>COMMITTEE/COMMISSION RECOMMENDATION</b>	n-a
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<b>ATTORNEY RECOMMENDATION</b>	n-a
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(May be subject to Attorney/Client Privilege and not available under FOIA)

<b>ADDITIONAL REMARKS</b>	
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<b>APPROVAL OF SUPERVISOR</b>	
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# Charter Township of Van Buren

## REQUEST FOR BOARD ACTION

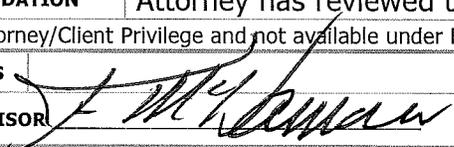
Agenda Item: \_\_\_\_\_

Work Study Date: 3-19-18  
 Board Meeting: 3-20-18

Consent Agenda \_\_\_\_\_ **New Business X** Unfinished Business: \_\_\_\_\_ Public Hearing \_\_\_\_\_

<b>ITEM (SUBJECT)</b>	To approve the selection of Johnson Controls, Inc./ Controls/Tyco Integrated Security to provide a new security card access system for Van Buren Township buildings.
<b>DEPARTMENT</b>	Planning & Economic Development
<b>PRESENTER(S)</b>	Steve Rankin, Director of Information Technology
<b>PHONE NUMBER</b>	(734) 699-9204
<b>INDIVIDUALS IN ATTENDANCE (OTHER THAN PRESENTER)</b>	Matthew R. Best, Director of Public Services

### Agenda topic

<b>ACTION REQUESTED</b>	To approve the selection of Johnson Controls, Inc./ Controls/Tyco Integrated Security to provide a new security card access system for Van Buren Township buildings. IT and Building and Grounds recommends Johnson Controls, Inc./ Controls/Tyco Integrated Security in the amount of \$31,307.85 for a new security card access system for Van Buren Township buildings per the Scope of Service. The expense will be paid with Building and Grounds Capital Outlay (Account #101-265-970-000.)
<b>BACKGROUND – (SUPPORTING AND REFERENCE DATA, INCLUDE ATTACHMENTS)</b>	See attachments.
<b>BUDGET IMPLICATION</b>	\$31,307.85 – Capital Outlay (B&G)
<b>IMPLEMENTATION NEXT STEP</b>	If approved, the system will be scheduled for install.
<b>DEPARTMENT RECOMMENDATION</b>	Approval
<b>COMMITTEE/COMMISSION RECOMMENDATION</b>	
<b>ATTORNEY RECOMMENDATION</b>	Attorney has reviewed the Contract. (May be subject to Attorney/Client Privilege and not available under FOIA)
<b>ADDITIONAL REMARKS</b>	
<b>APPROVAL OF SUPERVISOR</b>	

CHARTER TOWNSHIP OF VAN BUREN

Building Security Card Access System  
Bid Opening 2-7-2018 9:30 a.m.

BIDDER

BID AMOUNT

<u>Johnson Controls</u>	<u>28,339.75</u>
<u>Security corp</u>	<u>31,503.62</u>
<u>Telecom</u>	<u>48,896.56</u>
<u> </u>	<u> </u>

Present: Joel Fonda, Matt Best, Steve Rankin, Joanne  
Montgomery

Audience: Security corp (2 reps)  
Telecom  
Johnson Controls

Total installation price: \$28,339.75

Annual Service Charge (hosted system): \$3,666.00

Ability to start date from bid award: 4 weeks

Total number of days for job completion: 5 days

Company Name: Johnson Controls / Tyco Integrated Security

Signature: *Maia Best*

Date: February 7, 2018

Johnson Controls, Inc.  
Building Efficiency  
1935 S. Industrial Highway  
Ann Arbor, MI 48104  
734 662 7264

## PROPOSAL



February 7, 2018

To: Charter Township of Van Buren

ATTN: Jeff Fondaw

Office of the Clerk  
Van Buren Township  
46425 Tyler  
Van Buren Township, MI 48111

### **BID: Building Security Card Access System**

Johnson Controls/Tyco Integrated Security is pleased to provide a proposal for the above stated bid as follows:

The Charter Township of Van Buren is requesting a replacement for their current building security card access system. The program must be multi-site compatible with no maximum number of doors. The system must be open ended with the ability to add new locations and/or doors in the future.

Johnson Controls/Tyco Integrated Security proposes a Kantech hosted system solution for the Charter Township of Van Buren. The system will be accessible via a URL, hosted off-site. The replacement system will allow for future expansion/connection of card access doors within Van Buren Township buildings/locations.

Johnson Controls, Inc.  
Building Efficiency  
1935 S. Industrial Highway  
Ann Arbor, MI 48104  
734 662 7264

## PROPOSAL



### Scope of Work: Provide replacement for current building security card access system

1. Provide Kantech hosted access service for security software access. The software is accessible via computer or on an app for phone/tablet use. This software is compatible with the Township's system as listed in the Invitation to Bid.
2. Migrate data from current Township security system to new Kantech system and set up doors and access.
3. Provide and install power supply/chargers for each building.
4. Provide and install new panels for each building, KT-400, transformer & battery,
5. The 46 existing door card readers and existing wiring in the Van Buren Township buildings will be used.
6. Add mail room card access:
  - Provide and install one (1) new card reader
  - Provide and install electrical wiring from panel to new card reader
  - Customer will hire a locksmith to complete lock work
7. New card access system will be compatible with existing card printer

### Demonstration:

Johnson Controls/Tyco Integrated Security can provide a demonstration of the access control system software at the Township's request.

### References:

Johnson Controls/Tyco Integrated Security has provided, installed and performed maintenance on Kantech security systems at the following locations:

Dearborn Schools  
10421 Haggerty St.  
Dearborn, MI, 48126  
Don Ball (313) 827-3203

Pontiac Schools  
850 N. Saginaw St.  
Pontiac, MI 48432  
Robert Englund (248) 343-4777

*— Voice mail box is full*

### Site Visit:

Johnson Controls/Tyco Integrated Security visited the Van Buren Township Hall on Tuesday, 10/24/17 and did a walk-through with Jeff Fondaw and Steve Rankin to assess the current system.

**Charter Township of Van Buren  
46425 Tyler  
Van Buren Township, MI 48111**

**INVITATION TO BID  
Building Security Card Access System**

To whom it may concern:

Sealed Bids will be received by Charter Township of Van Buren at the Clerk's office, 46425 Tyler Road, Van Buren Township, MI 48111, until 9:30 a.m., Local Time, Wednesday, February 7, 2018, at which time and place said Bids will be opened and publicly read aloud for the following purchase:

New building security card access system

Bid Documents are on file with Mr. Leon Wright, Clerk

Bid Documents (including the purchasing policy of the Township) may be examined at the following location: Charter Township of Van Buren 46425 Tyler Road, Van Buren Township, MI 48111 or at the Township web site <http://www.vanburen-mi.org/>

Send all bids to:  
Office of the Clerk  
Van Buren Township  
46425 Tyler  
Van Buren, MI 48111

**Deadline for receiving bids is 9:30 a.m. Wednesday, February 7, 2018. No late bids will be accepted.**

**\*All bids should be sealed and clearly marked "Building Security Card Access System"**

Bids shall be publicly opened and read at:  
**9:30a.m. (local time), Wednesday, February 7, 2018**  
Van Buren Township Hall  
46425 Tyler  
Van Buren Township, MI 48111

## **Specifications:**

**General** - The Township wants a replacement for their current building security card access system. Currently, there are 50 doors with access control over multiple buildings/locations. The program must be multi-site compatible with no maximum number of doors. The system must be open ended with the ability to add new locations and/or doors in the future. If the existing wiring and mechanical door locks are usable, they may be left in place for the new system. Please specify in your bid proposal any existing materials that will be reused. Multiple proposals for different systems may be submitted. Specify each system on the bid pricing page if submitting multi bid proposals.

**Compatibility** - Any software must be compatible with the Township's system. The Township's is as follows:

Computer software must be Windows 7 or Windows 10 for Microsoft O/S compatible. The Township uses Dell Optiplex 7010 PC with Windows 7, 64-bit, 4GB of Memory, i5 Processor (Quad Core, 2.90 GHz).

**Software data** – The system should be administered via the Internet (Hosted). Also, describe the protections included (passwords, firewalls, backup, any other protections). Provide as much detail as possible for the system.

**Demonstration** – Bidders must have the ability, at the Township's request, to demonstrate the software.

**References** – Please provide at least two references for any systems proposed in your bid. For multiple proposals, include two bids for each system.

**Subcontracting** - The Contractor shall not subcontract any or all portions of the work included in the proposal(s) unless the Township grants prior written approval. Any subcontractor, so approved, shall be bound by all the terms and conditions.

**Insurance Requirements** - The successful bidder must furnish the Township with proof of insurance at the following limits or greater prior to commencing any work:

1. **General Liability** – One Million dollars (\$1,000,000.00) occurrence aggregate.
2. **Vehicular Liability** – One Million dollars (\$1,000,000.00) occurrence aggregate.
3. **Worker's Compensation** – in accordance with State Law.
4. The selected contractor **must have** the township, its officers, agents, employee's, servants, boards, commissions and elected and appointed officials named as additional insured.
5. The contractor must execute a Hold Harmless and Indemnification Agreement with the Township in form and substance satisfactory to the Township.

**Site Visit** - If bidders are interested to see the current system including the existing software program, an appointment will be needed. The point of contact for appointments and any proposal questions is:

Jeff Fondaw  
Building & Grounds Superintendent  
734-699-8900 ex. 9228  
[jfondaw@vanburen-mi.org](mailto:jfondaw@vanburen-mi.org)

**Warranty** – Please include all warranty information on all hardware and software proposed. Include the duration of all warranties. If using existing hardware at locations, please specify if existing hardware will be included in the warranty. Include tech support hours and costs if applicable.

**Payment** – Payment will be in one payment upon final completion and acceptance from the Township unless mutually agreed upon by both parties.

### Instructions/ Additional Information

All specifications must be met. Failure to meet all the specifications may result in a disqualified bid.

The Charter Township of Van Buren Board of Trustees reserves the right to accept or reject any or all bids, to waive informalities or errors in the bidding process, and to accept any bid deemed to be in the best interest of the Township, including bids that are not for the lowest amount.

- The submitted price should be all inclusive of all taxes, fees, and any and all other charges.
- The Charter Township is exempt from Michigan sales tax. Tax exempt number is 38-6007135.
- Bid submittals received after the above deadline will not be accepted and will be returned to the respondent unopened.
- The bidder agrees that this bid may not be withdrawn for a period of 60 days after the bid opening date.
- Each bidder agrees to waive and hereby does waive any claim it has or may have against the Township and its agents, representatives and employees arising out of or in connection with the administration, evaluation, recommendation or award of any bid.
- Proposals submitted by bidders who have been debarred, suspended, or made ineligible by any federal, state or local agency will be rejected.

Bidder acknowledges that it has reviewed all bid documents including the purchasing policy of the Township.

Prospective bidders may contact the office of Building & Grounds Superintendent Jeff Fondaw at 734-699-8900 extension 9228 with any questions.

**Building Security Door Access System Bidders**

Vendor	Location	Start Date	Days to Complete	Warranty	Annual Hosting Fee	First Year Cost
<b>(1) Johnson Controls (Tyco Security)</b>	Ann Arbor	4 weeks	5 Days	Labor 1 Yr	\$3,666	\$31,308.00
				Total First 4 Yrs w/annual Host Fee		<b>\$45,972</b>
				10 Year Cost	\$67,968	
<b>Includes New Mail Room Door.... (Did not include Clerk Election Room Door!)</b>						
<i>Great Reference : Don Ball - Dearborn Schools - System in since 2013, "Chugs along by itself", He has 32 buildings, Service Excellent</i>						
<i>5 yr Hosted Agreement with Auto Renewal unless customer notifies Vendor.</i>						
<i>No Escalation on Hosting Cost. (\$3,666)</i>						
<i>First Year System Cost \$27,640.95 Purchase/Install price plus \$3,666 first year host fee = \$31,308</i>						
<b>(2a) Telecom Technicians, Inc.</b>	Sterling Heights	2 weeks	21 Days	Parts 2 Yr/Labor 1 Yr	N/A	\$48,891.56
<b>Non-Hosted System - Browser based with a Network Extreme Controller which utilizes VBT's LAN.</b>						
Software updates are Free the first year. If we want regular Software Updates then a single or multi-year support plan is available for purchase at a cost of:						
				Total First 4 Yrs w/Softw. Update Cost		<b>\$52,328</b>
				\$1,347.50 Annual	10 Year Cost	<b>\$60,413</b>
<b>(2b) Telecom Technicians, Inc.</b>		?	?	?	\$6,400	\$19,198
Cloud Solution limit is 64 Doors for foreseeable future with this company.						
3yr Commitment Subscription Required to Begin at \$19,198						
Note: Bids do NOT include additional Mail Room.						
Note: Initial Bid was NOT a Hosted System, bidder sent in email after bids closed with hosted system pricing.						
<i>Great Reference : Sharon Palonka: Plante Moran - Offices in Southfield - 25, Flint - 75, Auburn Hills - +200 , Long history with them, the controller is on the network (not a Server) utilize a browser to get to the Controller. They have been great to work with. They did have to have them replace the Controller to get up to current (few hundred dollars) She does not do the Admin but has heard that is pretty user friendly.</i>						
<b>Security Corp.</b>	Novi	2 weeks	180 Days	Parts/Labor 1 Yr	N/A	\$31,503.62
<b>THEY DID NOT QUOTE A TRUE HOSTED SYSTEM.</b>						

## Building Security Door Access System Bidders

<b>Reasons Current System needs to be Replaced</b>							
> Replacement Circuit Boards for Card Access No Longer Available except on Ebay or if you have an expensive Service Contract							
> Current System is close to 14 years old							
> Can't add additional doors to current system (Maxed out)							
> System Software has reached end of life							
> Current system running on Windows XP which is not supported by Microsoft anymore							
New System will:							
>Allow for future expansion/connection of card access doors at Multiple Van Buren Twp Buildings							
>Is compatible with current Card Access card printer							
>Always be current with updates and software revisions							
Kantech hosted sites in Michigan:							
<ul style="list-style-type: none"> <li>• Detroit Port Authority</li> <li>• Samaritas (previously Lutheran) Social Services – multiple locations</li> <li>• Boar's Head – Madison Heights</li> <li>• Global Tooling – Macomb Twp</li> </ul>							



For Billing/Invoice questions - 1-800-428-7124  
option 5  
For Service/Technical questions - 1-800-428-7124  
option 3

*CITY HALL*  
Van Buren Parks & Recreation  
46425 Tyler Road  
Van Buren Township, MI 48111  
NJPA Member #111714

Authorized NJPA  
Schedule Price Quote  
CONTRACT #031517-TIS

Local Account Mgr: Marc Pulk  
Local Account Mgr Phone: 586-344-6648  
Local Account Mgr Email: mpulk@tyco.com  
TycoIS Program Mgr: Jeffrey Cappel  
TycoIS Mgr Phone: 571-213-0842  
TycoIS Mgr Email: jeffreycappel@tyco.com  
Proposal Date: 03/13/18  
Proposal Name: Hosted Access Control  
Compass Estimate #: 1-3JUVUEJ R1  
Proposal Expires: 06/11/18

**Return Purchase Order & Proposal to the Local Account Manager. Thank you!**

Proposal Prepared by:  
Linda Jones  
SLG Sales Support  
100 Chestnut St., 16th Floor  
Rochester, NY 14604  
Phone: 585-613-9268  
ljones@tyco.com

**Installation Charges:**

NJPA Schedule Products	\$11,053.54
NJPA Installation Labor	\$6,060.50

**Installation Charge Summary: \$17,114.04**

Less One Time Customer Discount - \$1,129.01

**Revised Total Installation Charge Summary: \$15,985.03**

**Annual Services:**

NJPA Service	Hosted Access Service (Kantech) PROVIDED,	\$5,076.00
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**Annual Service Charge Summary: \$5,076.00**

Less One Time Customer Discount - \$2,608.21

**Revised Total Annual Service Charge Summary: \$2,467.79**

**Additional Notes:**

- Note #1: Rates assume that neither the Davis Bacon Act ("DBA"), nor any other Prevailing Wage Act applies. If this is incorrect, please advise in writing before submittal of the purchase order and provide the applicable prevailing wage determination and we will provide a revised quote.
- Note #2: This proposal DOES NOT include any applicable Local, State, or Federal taxes.
- Note #3: Customer to provide Power and Telco Communications.
- Note #4: Price includes a One Year Warranty on Material and Labor.
- Note #5: Please include NJPA Contract Number 031517-TIS on your Purchase Order.



Van Buren Parks & Recreation  
 Van Buren Township, MI 48111

Qty.	Model	Description	NJPA Net Price	
			Each	Extended
6	EK-400TIS-MAC	EXP KIT KT400/KT-400TIS-MAC	\$1,535.19	\$9,211.14
2	5365E2P00	MINIPROX WIEGAND, DESIGNER GRAY, CABLE, LEAD FREE	\$138.47	\$276.94
<b><u>NJPA CONTRACT ITEMS - AFTER WARRANTY - EXEMPT FROM MAINTENANCE:</u></b>				
6	AL400ULX	BURG/FIRE/ACCESS PWR SPLY, 12VDC @ 4A /	\$228.41	\$1,370.46
300	740063	18-6C STR BC PVC FOIL SHD PVC JKT BLU CMR/FPLR 75C SPL CC 500' REEL	\$0.46	\$138.00
300	740057	18-2C STR BC PVC FOIL SHLD PVC JKT ORG CMR/FPLR 75C 1000' BOX	\$0.19	\$57.00
<b>NJPA Installation Labor</b>				
Installation Labor, Programming and Testing				\$6,060.50
			<b>Total</b>	<b>\$17,114.04</b>



For Billing/Invoice questions - 1-800-428-7124  
option 5  
For Service/Technical questions - 1-800-428-7124  
option 3

Van Buren Parks & Recreation  
46425 Tyler Road  
Van Buren Township, MI 48111  
NJPA Member #111714

Authorized NJPA  
Schedule Price Quote  
CONTRACT #031517-TIS

Local Account Mgr: Marc Pulk  
Local Account Mgr Phone: 586-344-6648  
Local Account Mgr Email: mpulk@tyco.com  
TycoIS Program Mgr: Jeffrey Cappel  
TycoIS Mgr Phone: 571-213-0842  
TycoIS Mgr Email: jeffreycappel@tyco.com  
Proposal Date: 03/08/18  
Proposal Name: Hosted Access Control  
Compass Estimate #: 1-3RIH2RE  
Proposal Expires: 06/06/18

**Return Purchase Order & Proposal to the Local Account Manager. Thank you!**

Proposal Prepared by:  
Linda Jones  
SLG Sales Support  
100 Chestnut St., 16th Floor  
Rochester, NY 14604  
Phone: 585-613-9266  
ljones@tyco.com

**Installation Charges:**

NJPA Schedule Products	\$1,763.60
NJPA Installation Labor	\$977.50

<b>Installation Charge Summary:</b>	<b>\$2,741.10</b>
Less One Time Customer Discount	-\$342.19

<b>Revised Total Installation Charge Summary:</b>	<b>\$2,398.91</b>
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**Annual Services:**

NJPA Service	2nd Year - Annual Maintenance Charges (One-Year warranty on Equipment and Labor was included for first year)	\$284.01
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<b>Annual Service Charge Summary:</b>	<b>\$284.01</b>
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**Additional Notes:**

- Note #1: Rates assume that neither the Davis Bacon Act ("DBA"), nor any other Prevailing Wage Act applies. If this is incorrect, please advise in writing before submittal of the purchase order and provide the applicable prevailing wage determination and we will provide a revised quote.
- Note #2: This proposal DOES NOT include any applicable Local, State, or Federal taxes.
- Note #3: Customer to provide Power and Telco Communications.
- Note #4: Price includes a One Year Warranty on Material and Labor.
- Note #5: Please include NJPA Contract Number 031517-TIS on your Purchase Order.



Van Buren Parks & Recreation  
 Van Buren Township, MI 48111

Qty.	Model	Description	NJPA Net Price	
			Each	Extended
1	EK-400TIS-MAC	EXP KIT KT400/KT-400TIS-MAC	\$1,535.19	\$1,535.19
<b><u>NJPA CONTRACT ITEMS - AFTER WARRANTY - EXEMPT FROM MAINTENANCE:</u></b>				
1	AL400ULX	BURG/FIRE/ACCESS PWR SPLY, 12VDC @ 4A /	\$228.41	\$228.41
<b>NJPA Installation Labor</b>				
		Installation Labor, Programming and Testing		\$977.50
		<b>Total</b>		<b>\$2,741.10</b>



For Billing/Invoice questions - 1-800-428-7124  
option 5  
For Service/Technical questions - 1-800-428-7124  
option 3

Van Buren Fire Station #2  
7981 Belleville Road  
Belleville MI 48111  
NJPA Member #111714

Authorized NJPA  
Schedule Price Quote  
CONTRACT #031517-TIS

Local Account Mgr: Marc Pulk  
Local Account Mgr Phone: 586-344-6648  
Local Account Mgr Email: mpulk@tyco.com  
TycoIS Program Mgr: Jeffrey Cappel  
TycoIS Mgr Phone: 571-213-0842  
TycoIS Mgr Email: jeffreycappel@tyco.com  
Proposal Date: 03/08/18  
Proposal Name: Hosted Access Control  
Compass Estimate #: 1-3SIASNV  
Proposal Expires: 06/06/18

**Return Purchase Order & Proposal to the Local Account Manager. Thank you!**

Proposal Prepared by:  
Linda Jones  
SLG Sales Support  
100 Chestnut St., 16th Floor  
Rochester, NY 14604  
Phone: 585-613-9266  
ljones@tyco.com

**Installation Charges:**

NJPA Schedule Products	\$1,763.60
NJPA Installation Labor	\$977.50

<b>Installation Charge Summary:</b>	<b>\$2,741.10</b>
Less One Time Customer Discount	-\$342.19

<b>Revised Total Installation Charge Summary:</b>	<b>\$2,398.91</b>
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**Annual Services:**

NJPA Service	2nd Year - Annual Maintenance Charges (One-Year warranty on Equipment and Labor was included for first year)	\$284.01
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<b>Annual Service Charge Summary:</b>	<b>\$284.01</b>
Less One Time Customer Discount	-\$41.11

<b>Revised Total Annual Service Charge Summary:</b>	<b>\$242.90</b>
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**Additional Notes:**

- Note #1: Rates assume that neither the Davis Bacon Act ("DBA"), nor any other Prevailing Wage Act applies. If this is incorrect, please advise in writing before submittal of the purchase order and provide the applicable prevailing wage determination and we will provide a revised quote.
- Note #2: This proposal DOES NOT include any applicable Local, State, or Federal taxes.
- Note #3: Customer to provide Power and Telco Communications.
- Note #4: Price includes a One Year Warranty on Material and Labor.
- Note #5: Please include NJPA Contract Number 031517-TIS on your Purchase Order.



Van Buren Fire Station #2  
Belleville MI 48111

Qty.	Model	Description	NJPA Net Price	
			Each	Extended
1	EK-400TIS-MAC	EXP KIT KT400/KT-400TIS-MAC	\$1,535.19	\$1,535.19
<b><u>NJPA CONTRACT ITEMS - AFTER WARRANTY - EXEMPT FROM MAINTENANCE:</u></b>				
1	AL400ULX	BURG/FIRE/ACCESS PWR SPLY, 12VDC @ 4A /	\$228.41	\$228.41
<b>NJPA Installation Labor</b>				
		Installation Labor, Programming and Testing		\$977.50
		<b>Total</b>		<b>\$2,741.10</b>



For Billing/Invoice questions - 1-800-428-7124  
option 5  
For Service/Technical questions - 1-800-428-7124  
option 3

Van Buren Lift / Pump Station  
7563 Haggerty  
Belleville MI 48111  
NJPA Member #111714

Authorized NJPA  
Schedule Price Quote  
CONTRACT #031517-TIS

Local Account Mgr: Marc Pulk  
Local Account Mgr Phone: 586-344-6648  
Local Account Mgr Email: mpulk@tyco.com  
TycoIS Program Mgr: Jeffrey Cappel  
TycoIS Mgr Phone: 571-213-0842  
TycoIS Mgr Email: jeffreycappel@tyco.com  
Proposal Date: 03/08/18  
Proposal Name: Hosted Access Control  
Compass Estimate #: 1-3SIHJR9  
Proposal Expires: 06/06/18

**Return Purchase Order &  
Proposal to the Local Account  
Manager. Thank you!**

Proposal Prepared by:  
Linda Jones  
SLG Sales Support  
100 Chestnut St., 16th Floor  
Rochester, NY 14604  
Phone: 585-613-9266  
ljones@tyco.com

**Installation Charges:**

NJPA Schedule Products	\$615.44
NJPA Installation Labor	\$391.00

**Installation Charge Summary: \$1,006.44**

Less One Time Customer Discount -\$118.52

**Revised Total Installation Charge Summary: \$887.92**

**Annual Services:**

NJPA Service	2nd Year - Annual Maintenance Charges (One-Year warranty on Equipment and Labor was included for first year)	\$113.86
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**Annual Service Charge Summary: \$113.86**

Less One Time Customer Discount -\$16.56

**Revised Total Annual Service Charge Summary: \$97.30**

**Additional Notes:**

- Note #1: Rates assume that neither the Davis Bacon Act ("DBA"), nor any other Prevailing Wage Act applies. If this is incorrect, please advise in writing before submittal of the purchase order and provide the applicable prevailing wage determination and we will provide a revised quote.
- Note #2: This proposal DOES NOT include any applicable Local, State, or Federal taxes.
- Note #3: Customer to provide Power and Telco Communications.
- Note #4: Price includes a One Year Warranty on Material and Labor.
- Note #5: Please include NJPA Contract Number 031517-TIS on your Purchase Order.



**Van Buren Lift / Pump Station  
Belleville MI 48111**

<i>Qty.</i>	<i>Model</i>	<i>Description</i>	<i>NJPA Net Price</i>	
			<i>Each</i>	<i>Extended</i>
1	EK-1M-R-TIS-MAC	MAC US, EXP KIT INCL KT-1-M, P225XSF (1), TRANSF 16 VAC 40 VA, 12 VDC PS AND BAT	\$615.44	\$615.44
<b>NJPA Installation Labor</b>				
		Installation Labor, Programming and Testing		\$391.00
			<b>Total</b>	<b>\$1,006.44</b>



For Billing/Invoice questions - 1-800-428-7124  
option 5  
For Service/Technical questions - 1-800-428-7124  
option 3

Van Buren Fire Station 1  
46425 Tyler  
Van Buren Township MI 48111  
NJPA Member #111714

Authorized NJPA  
Schedule Price Quote  
CONTRACT #031517-TIS

Local Account Mgr: Marc Pulk  
Local Account Mgr Phone: 586-344-6648  
Local Account Mgr Email: mpulk@tyco.com  
TycoIS Program Mgr: Jeffrey Cappel  
TycoIS Mgr Phone: 571-213-0842  
TycoIS Mgr Email: jeffreycappel@tyco.com  
Proposal Date: 03/08/18  
Proposal Name: Hosted Access Control  
Compass Estimate #: 1-3SIPQKC  
Proposal Expires: 06/06/18

**Return Purchase Order & Proposal to the Local Account Manager. Thank you!**

Proposal Prepared by:  
Linda Jones  
SLG Sales Support  
100 Chestnut St., 16th Floor  
Rochester, NY 14604  
Phone: 585-613-9266  
ljones@tyco.com

**Installation Charges:**

NJPA Schedule Products	\$1,763.60
NJPA Installation Labor	\$977.50

<b>Installation Charge Summary:</b>	<b>\$2,741.10</b>
Less One Time Customer Discount	-\$342.19

<b>Revised Total Installation Charge Summary:</b>	<b>\$2,398.91</b>
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**Annual Services:**

NJPA Service	2nd Year - Annual Maintenance Charges (One-Year warranty on Equipment and Labor was included for first year)	\$284.01
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<b>Annual Service Charge Summary:</b>	<b>\$284.01</b>
Less One Time Customer Discount	-\$41.11

<b>Revised Total Annual Service Charge Summary:</b>	<b>\$242.90</b>
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**Additional Notes:**

- Note #1: Rates assume that neither the Davis Bacon Act ("DBA"), nor any other Prevailing Wage Act applies. If this is incorrect, please advise in writing before submittal of the purchase order and provide the applicable prevailing wage determination and we will provide a revised quote.
- Note #2: This proposal DOES NOT include any applicable Local, State, or Federal taxes.
- Note #3: Customer to provide Power and Telco Communications.
- Note #4: Price includes a One Year Warranty on Material and Labor.
- Note #5: Please include NJPA Contract Number 031517-TIS on your Purchase Order.



**Van Buren Fire Station 1  
Van Buren Township MI 48111**

Qty.	Model	Description	NJPA Net Price	
			Each	Extended
1	EK-400TIS-MAC	EXP KIT KT400/KT-400TIS-MAC	\$1,535.19	\$1,535.19
<b><u>NJPA CONTRACT ITEMS - AFTER WARRANTY - EXEMPT FROM MAINTENANCE:</u></b>				
1	AL400ULX	BURG/FIRE/ACCESS PWR SPLY, 12VDC @ 4A /	\$228.41	\$228.41
<b>NJPA Installation Labor</b>				
Installation Labor, Programming and Testing				\$977.50
			<b>Total</b>	<b>\$2,741.10</b>



For Billing/Invoice questions - 1-800-428-7124  
option 5  
For Service/Technical questions - 1-800-428-7124  
option 3

Van Buren EQ Basin  
39605 Wabash  
Belleville MI 48111  
NJPA Member #111714

Authorized NJPA  
Schedule Price Quote  
CONTRACT #031517-TIS

Local Account Mgr: Marc Pulk  
Local Account Mgr Phone: 586-344-6648  
Local Account Mgr Email: mpulk@tyco.com  
TycoIS Program Mgr: Jeffrey Cappel  
TycoIS Mgr Phone: 571-213-0842  
TycoIS Mgr Email: jeffreycappel@tyco.com  
Proposal Date: 03/08/18  
Proposal Name: Hosted Access Control  
Compass Estimate #: 1-3SIHJR9  
Proposal Expires: 06/06/18

**Return Purchase Order & Proposal to the Local Account Manager. Thank you!**

Proposal Prepared by:  
Linda Jones  
SLG Sales Support  
100 Chestnut St., 16th Floor  
Rochester, NY 14604  
Phone: 585-613-9266  
ljones@tyco.com

**Installation Charges:**

NJPA Schedule Products	\$554.57
NJPA Installation Labor	\$782.00

<b>Installation Charge Summary:</b>	<b>\$1,336.57</b>
Less One Time Customer Discount	-\$164.21

<b>Revised Total Installation Charge Summary:</b>	<b>\$1,172.36</b>
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**Annual Services:**

NJPA Service	2nd Year - Annual Maintenance Charges (One-Year warranty on Equipment and Labor was included for first year)	\$102.60
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<b>Annual Service Charge Summary:</b>	<b>\$102.60</b>
Less One Time Customer Discount	-\$14.40

<b>Revised Total Annual Service Charge Summary:</b>	<b>\$88.20</b>
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**Additional Notes:**

- Note #1: Rates assume that neither the Davis Bacon Act ("DBA"), nor any other Prevailing Wage Act applies. If this is incorrect, please advise in writing before submittal of the purchase order and provide the applicable prevailing wage determination and we will provide a revised quote.
- Note #2: This proposal DOES NOT include any applicable Local, State, or Federal taxes.
- Note #3: Customer to provide Power and Telco Communications.
- Note #4: Price includes a One Year Warranty on Material and Labor.
- Note #5: Please include NJPA Contract Number 031517-TIS on your Purchase Order.



Van Buren EQ Basin  
Belleville MI 48111

Qty.	Model	Description	NJPA Net Price	
			Each	Extended
1	EK-1M-TIS-MAC	MAC US, EXP KIT INCLUDES KT-1-M, TRANF 16 VAC 40 VA, 12 VDC PS AND BATT (KT-BATT	\$554.57	\$554.57
<b>NJPA Installation Labor</b>				
		Installation Labor, Programming and Testing		\$782.00
		<b>Total</b>		<b>\$1,336.57</b>



For Billing/Invoice questions - 1-800-428-7124  
option 5  
For Service/Technical questions - 1-800-428-7124  
option 3

Van Buren Water & Sewage Dept  
46425 Tyler Road  
Van Buren Township MI 48111  
NJPA Member #111714

Authorized NJPA  
Schedule Price Quote  
CONTRACT #031517-TIS

Local Account Mgr: Marc Pulk  
Local Account Mgr Phone: 586-344-6648  
Local Account Mgr Email: mpulk@tyco.com  
TycoIS Program Mgr: Jeffrey Cappel  
TycoIS Mgr Phone: 571-213-0842  
TycoIS Mgr Email: jeffreycappel@tyco.com  
Proposal Date: 03/08/18  
Proposal Name: Hosted Access Control  
Compass Estimate #: 1-3SIGJ4S  
**Proposal Expires: 06/06/18**

**Return Purchase Order &  
Proposal to the Local Account  
Manager. Thank you!**

Proposal Prepared by:  
Linda Jones  
SLG Sales Support  
100 Chestnut St., 16th Floor  
Rochester, NY 14604  
Phone: 585-613-9266  
ljones@tyco.com

**Installation Charges:**

NJPA Schedule Products	\$1,763.60
NJPA Installation Labor	\$977.50

<b>Installation Charge Summary:</b>	<b>\$2,741.10</b>
Less One Time Customer Discount	-\$342.19

<b>Revised Total Installation Charge Summary:</b>	<b>\$2,398.91</b>
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**Annual Services:**

NJPA Service	2nd Year - Annual Maintenance Charges (One-Year warranty on Equipment and Labor was included for first year)	\$284.01
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<b>Annual Service Charge Summary:</b>	<b>\$284.01</b>
Less One Time Customer Discount	-\$41.11

<b>Revised Total Annual Service Charge Summary:</b>	<b>\$242.90</b>
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**Additional Notes:**

- Note #1: Rates assume that neither the Davis Bacon Act ("DBA"), nor any other Prevailing Wage Act applies. If this is incorrect, please advise in writing before submittal of the purchase order and provide the applicable prevailing wage determination and we will provide a revised quote.
- Note #2: This proposal DOES NOT include any applicable Local, State, or Federal taxes.
- Note #3: Customer to provide Power and Telco Communications.
- Note #4: Price includes a One Year Warranty on Material and Labor.
- Note #5: Please include NJPA Contract Number 031517-TIS on your Purchase Order.



Van Buren Water & Sewage Dept  
 Van Buren Township MI 48111

Qty.	Model	Description	NJPA Net Price	
			Each	Extended
1	EK-400TIS-MAC	EXP KIT KT400/KT-400TIS-MAC	\$1,535.19	\$1,535.19
<b><u>NJPA CONTRACT ITEMS - AFTER WARRANTY - EXEMPT FROM MAINTENANCE:</u></b>				
1	AL400ULX	BURG/FIRE/ACCESS PWR SPLY, 12VDC @ 4A /	\$228.41	\$228.41
<b>NJPA Installation Labor</b>				
		Installation Labor, Programming and Testing		\$977.50
		<b>Total</b>		<b>\$2,741.10</b>

# Charter Township of Van Buren

Agenda Item: \_\_\_\_\_

## REQUEST FOR BOARD ACTION

**WORK STUDY MEETING DATE: 3/19/18**

**BOARD MTG. DATES: 3/20/18**

Consent Agenda \_\_\_\_\_

**New Business**

Unfinished Business \_\_\_\_\_

Public Hearing \_\_\_\_\_

<b>ITEM (SUBJECT)</b>	To consider approval of Resolution 2018-03 to authorize the Charter Township of Van Buren to participate in the Michigan Economic Development Corporation's (MEDC) Redevelopment Ready Communities (RRC) Program
<b>DEPARTMENT</b>	Planning & Economic Development
<b>PRESENTER</b>	Ron Akers, AICP – Director of Planning & Economic Development
<b>PHONE NUMBER</b>	734-699-8913
<b>INDIVIDUALS IN ATTENDANCE (OTHER THAN PRESENTER)</b>	N/A

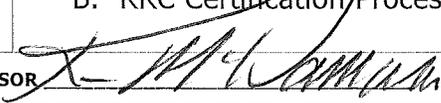
### Agenda topic

<b>ACTION REQUESTED</b>	To consider approval of Resolution 2018-03 to authorize the Charter Township of Van Buren to participate in the Michigan Economic Development Corporation's Redevelopment Ready Communities Program
<b>BACKGROUND – (SUPPORTING AND REFERENCE DATA, INCLUDE ATTACHMENTS)</b>	Please see attached information.

<b>BUDGET IMPLICATION</b>	None
<b>IMPLEMENTATION NEXT STEP</b>	Submittal of the resolution and necessary documents to the MEDC for formal engagement in the RRC program.

<b>DEPARTMENT RECOMMENDATION</b>	Approval
<b>COMMITTEE/COMMISSION RECOMMENDATION</b>	N/A

<b>ATTORNEY RECOMMENDATION</b>	N/A
(May be subject to Attorney/Client Privilege and not available under FOIA)	

<b>ADDITIONAL REMARKS</b>	Supporting Documents Include:  A. RRC Best Practices Document. B. RRC Certification Process Summary.
<b>APPROVAL OF SUPERVISOR</b>	



# Charter Township of Van Buren

## BOARD OF TRUSTEES

SUPERVISOR Kevin McNamara	CLERK Leon Wright	TREASURER Sharry A. Budd	
TRUSTEE Sherry A. Frazier	TRUSTEE Kevin Martin	TRUSTEE Reggie Miller	TRUSTEE Paul D. White

March 1, 2018

Township Board of Trustees  
Charter Township of Van Buren  
46425 Tyler Road  
Belleville, MI 48111

RE: Resolution to Participate in the Michigan Economic Development Corporation's Redevelopment Ready Communities Program

Honorable Trustees,

Before you is a request to approve a resolution which allows the Township to participate in the Michigan Economic Development Corporation's (MEDC) Redevelopment Ready Communities (RRC) Program. The RRC program measures and then certifies communities that integrate transparency, predictability, and efficiency into their daily development practices. The items which are reviewed and evaluated by the program include the Township's Master Plan; Capital Improvement Plan; public participation strategy; Zoning Ordinance; development review procedures; staff and board education and training; economic development strategy; and marketing and promotion. The program is available to any community in Michigan at no cost.

The RRC process consists of three (3) steps which are engagement, evaluation, and certification. The engagement process includes attending trainings, completing a self-evaluation, and passing a resolution of intent. Once this resolution has been approved this will complete the engagement process and the Township will be formally engaged in the program. After engagement the RRC staff will perform a comprehensive evaluation of the Township's various ordinances, plans, processes, and strategies and provide feedback on what items need to be created, updated, and/or completed to become certified. After the evaluation the Township will make the necessary efforts toward completing the required items to become RRC certified.

The result of the program is a comprehensive evaluation of the development processes to ensure they are transparent, predictable, and efficient. The benefits of engagement include not only realizing efficiencies and ways to improve, but also once certified there may be additional opportunities for grants and marketing support from the State. It is due to this we are requesting that the Township Board approve the resolution to formally engage the Township in the RRC program.

If you have any questions or would like to discuss this matter further, please contact me.

Sincerely,

Ron Akers, AICP  
Director of Planning and Economic Development

**CHARTER TOWNSHIP OF VAN BUREN**  
**RESOLUTION 2018 – 03**  
**MARCH 20, 2018**

**RESOLUTION AUTHORIZING THE CHARTER TOWNSHIP OF VAN BUREN TO PARTICIPATE IN THE MICHIGAN ECONOMIC DEVELOPMENT CORPORATION'S READY COMMUNITIES PROGRAM**

**THE CHARTER TOWNSHIP OF VAN BUREN, WAYNE COUNTY, MICHIGAN, ORDAINS:**

**WHEREAS**, the Michigan Economic Development Corporation (MEDC) has established the statewide Redevelopment Ready Communities (RRC) Program to empower communities to shape their future and maximize economic potential; and

**WHEREAS**, the Redevelopment Ready Communities Program is a program that provides technical assistance to and certifies Michigan communities who actively engage stakeholders and plan for deliberate, fair, and consistent processes; and

**WHEREAS**, the Charter Township of Van Buren recognizes the value of the RRC program and seeks to improve its development readiness via a detailed review of its development processes; and

**WHEREAS**, the RRC program includes evaluating and strengthening the development-related partnerships between the Charter Township of Van Buren and Stakeholder organizations, such as the Michigan Economic Development Corporation (MEDC), Wayne County, the Detroit Region Aerotropolis, Belleville Area Chamber of Commerce, and the Van Buren Township Downtown Development Authority; and

**WHEREAS**, the Board of Trustees of the Charter Township of Van Buren wishes to join the program as a means to assess our own internal processes with the goal of making the most of future development opportunities; and

**NOW, THEREFORE, BE IT RESOLVED**, that the Charter Township of Van Buren Board of Trustees is willing to participate in the Michigan Economic Development Corporation Redevelopment Ready Communities Program. It is the intention of the Charter Township of Van Buren to utilize the Redevelopment Ready Communities Best Practices and evaluation process to improve our processes and communication with stakeholders and the Director of Planning & Economic Development is hereby authorized to proceed toward implementation of the recommendations necessary to receive Redevelopment Ready Communities Certification from the Michigan Economic Development Corporation.

**CERTIFICATE**

Upon the motion made by \_\_\_\_\_, and seconded by \_\_\_\_\_  
the above Resolution was adopted.

The following members voted:

Yeas:

Nays:

Absent/Abstain:

**The Township Supervisor Declared the Resolution Adopted.**

\_\_\_\_\_  
Kevin McNamara, Township Supervisor

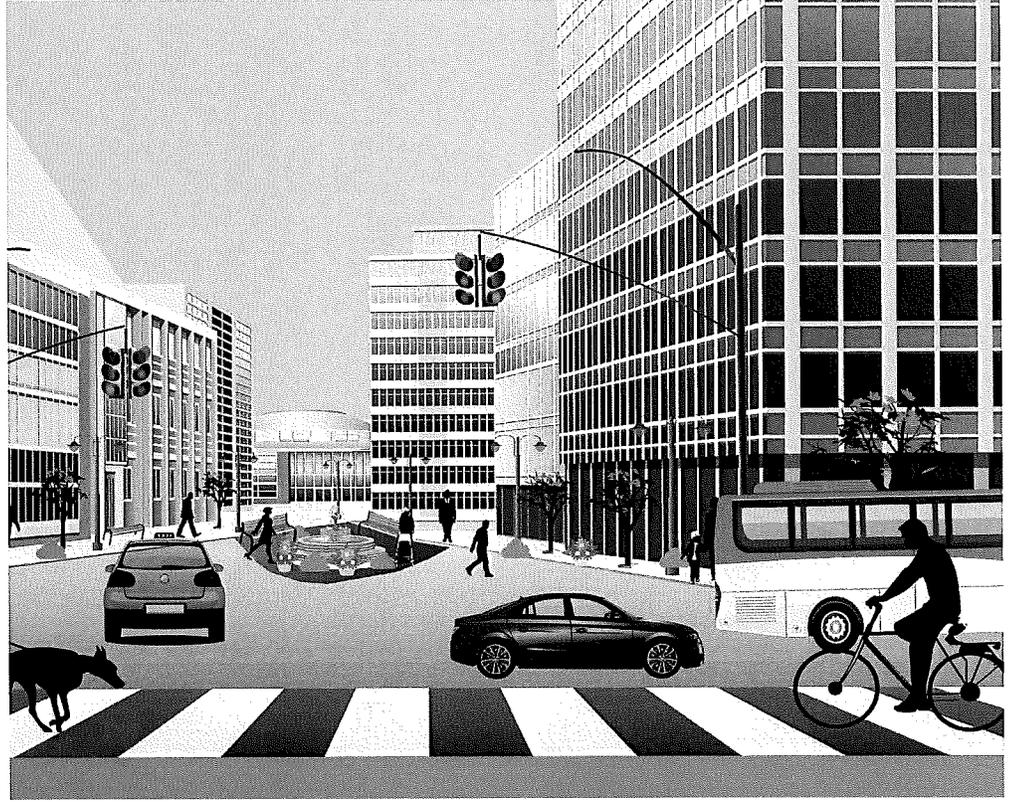
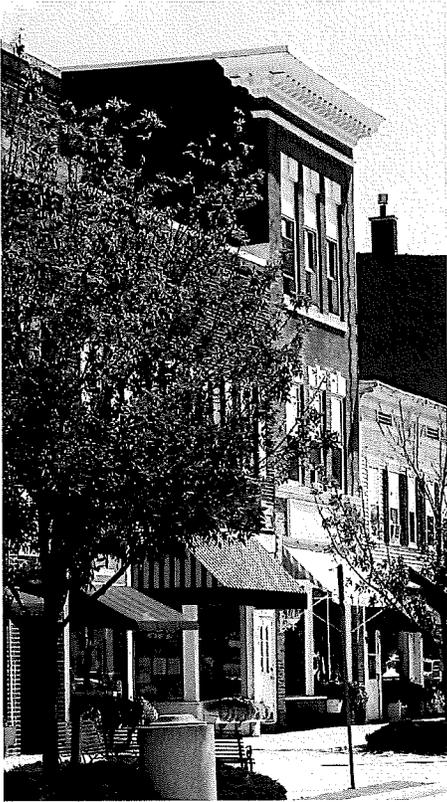
\_\_\_\_\_  
Date

**CERTIFICATION OF THE TOWNSHIP CLERK**

I, LEON WRIGHT, Clerk of Charter Township of Van Buren, Wayne County, Michigan, do hereby certify that the above is a true and correct copy of the Resolution, which was adopted by the Charter Township of Van Buren Board of Trustees at a meeting held on March 20, 2018.

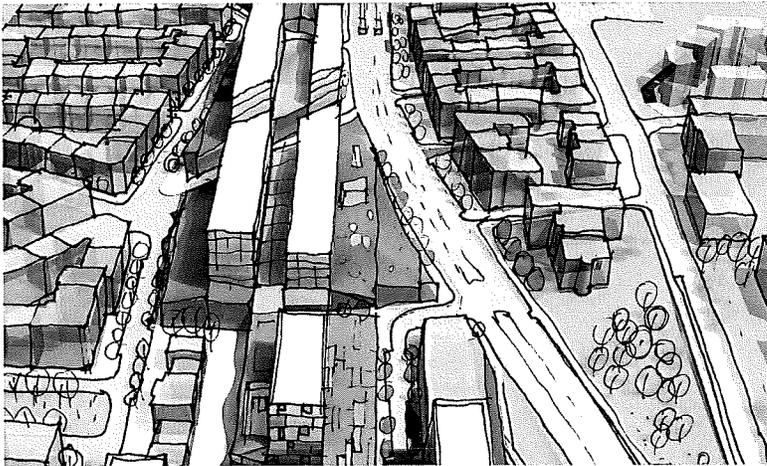
\_\_\_\_\_  
Leon Wright, Township Clerk

\_\_\_\_\_  
Date



redevelopment ready  
communities®

# BEST PRACTICES



**redevelopment ready  
communities®  
BEST PRACTICES**

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## If your community plans for future investment, invites public input, and offers superior customer service, then Redevelopment Ready Communities certification® is for you!

The Michigan Economic Development Corporation's Redevelopment Ready Communities® (RRC) program works with Michigan communities seeking to streamline the development approval process by integrating transparency, predictability and efficiency into their daily development practices. RRC is a statewide program that certifies communities who actively engage stakeholders and plan for the future. RRC empowers communities to shape their future by assisting in the creation of a solid planning, zoning and development foundation to retain and attract businesses, investment and talent.

Through RRC, communities commit to improving redevelopment readiness by agreeing to undergo a rigorous assessment, and work to achieve a set of criteria as described in this document. Developed by public and private sector experts, the RRC best practices are the standard for evaluation. Each best practice addresses key elements of community and economic development. Evaluations are conducted by the RRC team through interviews, observation and data analysis. After the evaluation, a community is presented

with a baseline report that highlights successes and outlines recommended actions for implementation of missing best practice criteria. The expectations listed with each evaluation criteria are what a community is measured against to determine if that criteria is being accomplished. A community must demonstrate how the expectations are being achieved, and when applicable, may propose alternative approaches. To be awarded certification, a community must meet all RRC best practice criteria.

Redevelopment Ready Communities certification signals that a community has clear development policies and procedures, a community-supported vision, a predictable review process and compelling sites for developers to locate their latest projects. Once certified, the MEDC will assist in the promotion and marketing of Redevelopment Ready Sites®. These packaged sites are primed for new investment because they are located within a community that has effective policies, efficient processes and the broad community support needed to get shovels in the ground.

In this document, parts of the best practices will have further explanation. If a word is in **orange**, hover your mouse over it and a yellow box will appear with more information. If a word is orange and **underlined**, it contains a hyperlink. Contact the RRC team at [RRC@michigan.org](mailto:RRC@michigan.org) with questions or visit [www.miplace.org](http://www.miplace.org) for additional resources.

# Best Practice One: Community plans and public outreach

## 1.1—THE PLANS

Best Practice 1.1 evaluates community planning and how a community’s redevelopment vision is embedded in the master plan, capital improvements plan, downtown plan and corridor plan. Comprehensive planning documents are a community’s guiding framework for growth and investment. Information and strategies outlined in the plans are intended to serve as policy guidelines for local decisions about the physical, social, economic and environmental development of the community.

The master plan is updated, at a minimum, every five years to provide a community with a current and relevant decision making tool. The plan sets expectations

for those involved in development, giving the public some degree of certainty about their vision for the future, while assisting the community to achieve its stated goals. An updated master plan is essential to articulating the types of development the community desires and the specific areas where the community will concentrate resources. Coordination between the master plan, capital improvements plan, downtown plan and corridor plan is essential. It is important that planning documents incorporate recommendations for implementation, including goals, actions, timelines and responsible parties.

### EVALUATION CRITERIA 1.1.1

The governing body has adopted a master plan in the past five years.

#### EXPECTATIONS

- The master plan reflects the community’s desired direction for the future.
- The master plan identifies strategies for priority redevelopment areas.
- The master plan addresses land use and infrastructure, including complete streets elements.
- The master plan includes a zoning plan.
- The master plan incorporates recommendations for implementation, including goals, actions, timelines and responsible parties.
- Progress on the master plan is annually reported to the governing body.
- The master plan is accessible online.

### EVALUATION CRITERIA 1.1.2

The governing body has adopted a downtown plan.

#### EXPECTATIONS

- The downtown plan identifies development area boundaries.
- The downtown plan identifies projects, and includes estimated project costs and a timeline for completion.
- The downtown plan includes mixed-use and pedestrian oriented development elements.
- The downtown plan addresses transit oriented development, if applicable.
- The downtown plan coordinates with the master plan and capital improvements plan.
- The downtown plan is accessible online.

# Best Practice One: Community plans and public outreach

## 1.1—THE PLANS *continued*

### EVALUATION CRITERIA 1.1.3

The governing body has adopted a corridor plan.

#### EXPECTATIONS

- The corridor plan identifies development area boundaries.
- The corridor plan identifies projects, and includes estimated project costs and a timeline for completion.
- The corridor plan includes mixed-use and pedestrian oriented development elements.
- The corridor plan addresses transit oriented development, if applicable.
- The corridor plan coordinates with the master plan and capital improvements plan.
- The corridor plan is accessible online.

### EVALUATION CRITERIA 1.1.4

The governing body has adopted a capital improvements plan.

#### EXPECTATIONS

- The capital improvements plan details a minimum of six years of public structures and improvements and is reviewed annually.
- The capital improvements plan coordinates projects to minimize construction costs.
- The capital improvements plan coordinates with the master plan and budget.
- The capital improvements plan is accessible online.

# Best Practice One: Community plans and public outreach

## 1.2—PUBLIC PARTICIPATION

Best Practice 1.2 assesses how well a community identifies its stakeholders and engages them, not only during the master planning process, but on a continual basis. A public participation strategy is essential to formalize those efforts and outline how the public will be engaged throughout planning and development processes.

Public participation is the process by which a community consults with interested or affected stakeholders before making a decision. It is two-way communication and collaborative problem solving with the objective of being intentionally inclusive, and the goal

of achieving better and more acceptable decisions. Public participation aims to prevent or minimize disputes by creating a process for resolving issues before they become an obstacle.

The best plans and proposals have the support of many stakeholders from businesses, residents, community groups and elected and appointed community officials. Public engagement should be more frequent and interactive than only soliciting input during the master plan update and public hearings.

### EVALUATION CRITERIA 1.2.1

The community has a documented public participation strategy for engaging a diverse set of community stakeholders.

#### EXPECTATIONS

- The strategy identifies key stakeholders, including those not normally at the visioning table.
- The strategy describes public participation methods and the appropriate venue to use each method.
- If a third party is consulted, they adhere to the public participation strategy.
- The community assists the developer in soliciting input on a proposal early in the site plan approval process as detailed in the public participation strategy.

### EVALUATION CRITERIA 1.2.2

The community demonstrates that public participation efforts go beyond the basic methods.

#### EXPECTATIONS

- Basic practices:
  - Open Meetings Act
  - Website posting
  - Postcard mailings
  - Local cable notification
  - Newspaper posting
  - Flier posting on community hall door
  - Attachments to water bills
  - Announcements at governing body meetings
- Proactive practices:
  - Individual mailings
  - Community workshops
  - Social media platforms
  - One-on-one interviews
  - Charrettes
  - Canvassing
  - Focus groups
  - Crowd-sourcing

### EVALUATION CRITERIA 1.2.3

The community shares outcomes of public participation processes.

#### EXPECTATIONS

- The community tracks success of various outreach methods.
- The community participation results are communicated in a consistent and transparent manner.

# Best Practice Two: Zoning regulations

## 2.1—ZONING REGULATIONS

Best Practice 2.1 evaluates a community’s zoning ordinance and how well it regulates for the goals of the master plan.

Zoning is a key tool for plan implementation. Inflexible or obsolete zoning regulations can discourage development and investment. Outdated regulations can

force developers to pursue rezoning or variance requests, extending project timelines, increasing costs and creating uncertainty. Communities should look to streamline ordinances and regulate for the kind of development that is truly desired. In addition, zoning is an essential tool for shaping inviting, walkable, vibrant communities.

### EVALUATION CRITERIA 2.1.1

The governing body has adopted a zoning ordinance that aligns with the goals of the master plan.

### EXPECTATIONS

- The community has evaluated the master plan’s recommendations to determine if changes to the zoning map or ordinance are needed.

### EVALUATION CRITERIA 2.1.2

The zoning ordinance provides for areas of concentrated development in appropriate locations and encourages the type and form of development desired.

### EXPECTATIONS

- The ordinance allows mixed-use by right in designated areas of concentrated development.
- The community has reviewed the ordinance to consider how form-based zoning could help achieve community goals.
- The ordinance requires one or more of the following elements in areas of concentrated development:
  - Build-to lines
  - Open store fronts
  - Outdoor dining
  - Minimum ground floor transparency
  - Streetscape elements (trees, seating, pedestrian-scale lighting and signage)
- The ordinance addresses historic and environmental preservation.

### EVALUATION CRITERIA 2.1.3

The zoning ordinance includes flexible tools to encourage development and redevelopment.

### EXPECTATIONS

- Special land use and conditional rezoning approval procedures and requirements are clearly defined.
- Commercial and industrial districts allow for related compatible uses that serve new economy-type businesses.

# Best Practice Two: Zoning regulations

## 2.1—ZONING REGULATIONS *continued*

### EVALUATION CRITERIA 2.1.4

The zoning ordinance allows for a variety of housing options.

### EXPECTATIONS

- The ordinance allows for three or more of the following non-traditional housing types:
  - Accessory dwelling units
  - Attached single-family units
  - Stacked flats
  - Live/work
  - Residential units above non-residential uses
  - Co-housing
  - Corporate temporary housing
  - Cluster housing
  - Micro units

### EVALUATION CRITERIA 2.1.5

The zoning ordinance includes standards to improve non-motorized transportation.

### EXPECTATIONS

- The community understands the benefits of walkable and transit oriented development and has standards for the following elements where appropriate:
  - Bicycle parking
  - Traffic calming
  - Pedestrian-scale lighting
  - Public realm standards
- The community understands the benefits of connectivity and has ordinance requirements that accommodate pedestrian activity within and around development.

### EVALUATION CRITERIA 2.1.6

The zoning ordinance includes flexible parking standards.

### EXPECTATIONS

- The ordinance includes regulations for two or more of the following:
  - Reduction or elimination of required parking when on-street and public parking is available
  - Connections between parking lots
  - Shared parking agreements
  - Parking maximums
  - Parking waivers
  - Electric vehicle charging stations
  - Bicycle parking
  - Payment in lieu of parking
  - Reduction of required parking for complementary mixed-uses

# Best Practice Two: Zoning regulations

## 2.1—ZONING REGULATIONS *continued*

### EVALUATION CRITERIA 2.1.7

The zoning ordinance includes standards for green infrastructure.

### EXPECTATIONS

- The ordinance includes regulations for two or more of the following:
  - Rain gardens, bioswales and other low impact development techniques
  - Green roofs
  - Pervious pavement
  - Landscaping that requires the use of native, non-invasive species
  - Tree preservation and protection standards
  - Street tree planting standards
  - Blue roofs, cisterns, stormwater vaults and other rainwater collection techniques
  - Parking lot landscaping standards
  - Renewable energy

### EVALUATION CRITERIA 2.1.8

The zoning ordinance is user-friendly.

### EXPECTATIONS

- The ordinance portrays clear definitions and requirements.
- The ordinance is available in an electronic format at no cost. Hard copies are available for review at convenient locations.
- The ordinance is accessible online.

# Best Practice Three: Development review process

## 3.1—DEVELOPMENT REVIEW PROCEDURES

Best practice 3.1 evaluates the community’s development review policies and procedures, project tracking and internal/external communication.

The purpose of the development review process is to assure plans for specific types of development comply with local ordinances and are consistent with the master plan. Streamlined, well-documented development policies and procedures ensure a smooth and predictable experience when working with a community. It is essential for a community’s development review team to also coordinate with permitting and inspections staff.

Unnecessary steps or unclear instructions increase time

and expenses associated with development. Community leaders should look to simplify and clarify policies, operate in a transparent manner and increase efficiency to create an inviting development climate that is vital to attracting investment. To do this, sound internal procedures need to be in place and followed. Tracking projects internally across multiple departments can alleviate potential delays. Offering conceptual site plan review meetings is one more step a community can take to show investors they are working to remove development barriers and cut down on unexpected time delays.

### EVALUATION CRITERIA 3.1.1

The zoning ordinance articulates a thorough site plan review process.

### EXPECTATIONS

- The responsibilities of the governing body, planning commission, zoning board of appeals, other reviewing bodies, and staff are clearly documented.

### EVALUATION CRITERIA 3.1.2

The community has a qualified intake professional.

### EXPECTATIONS

- The community identifies a project point person and trains staff to perform intake responsibilities including:
  - Receiving and processing applications and site plans
  - Documenting contact with the applicant
  - Explaining procedures and submittal requirements
  - Facilitating meetings
  - Processing applications after approval
  - Excellent customer service

### EVALUATION CRITERIA 3.1.3

The community defines and offers conceptual site plan review meetings for applicants.

### EXPECTATIONS

- The community has clearly defined expectations posted online and a checklist to be reviewed at conceptual meetings.
- The community advertises online that conceptual site plan review meetings are available.

# Best Practice Three: Development review process

## 3.1—DEVELOPMENT REVIEW PROCEDURES *continued*

### EVALUATION CRITERIA 3.1.4

The appropriate departments engage in joint site plan reviews.

### EXPECTATIONS

- The joint site plan review team consists of the following representatives, as appropriate:
  - Planning department
  - Public works department
  - Building department
  - Transportation department
  - Fire
  - Police
  - Assessor
  - Community manager or supervisor
  - Economic development
  - Historic District Commission
  - Consultant
  - Attorney
  - County soil erosion and sedimentation
  - County drain commissioner
  - County health department
  - County road commission
  - Outside agencies

### EVALUATION CRITERIA 3.1.5

The community has a clearly documented internal staff review policy.

### EXPECTATIONS

- The internal review process articulates clear roles, responsibilities and timelines.
- Development review standards are clearly defined.

### EVALUATION CRITERIA 3.1.6

The community promptly acts on development requests.

### EXPECTATIONS

- Site plans for permitted uses are approved administratively or by the planning commission.
- The community follows its documented procedures and timelines.
- The community has easy to follow flowcharts of development processes that include timelines.
- Community development staff coordinates with permitting and inspections staff to ensure a smooth and timely approval process.

# Best Practice Three: Development review process

## 3.1—DEVELOPMENT REVIEW PROCEDURES *continued*

### EVALUATION CRITERIA 3.1.8

The community has a method to track development projects.

### EXPECTATIONS

- The community uses a tracking mechanism for projects during the development process.
- The community uses a tracking mechanism for projects during the permitting and inspections process.

### EVALUATION CRITERIA 3.1.9

The community annually reviews successes and challenges with the development review process.

### EXPECTATIONS

- The community obtains customer feedback on the site plan approval and permitting and inspections process and integrates changes where applicable.
- The joint site plan review team, including permitting and inspections staff, meets to capture lessons learned and amends the process accordingly.

# Best Practice Three: Development review process

## 3.2—GUIDE TO DEVELOPMENT

Best Practice 3.2 evaluates the accessibility of a community's planning and development information.

Development information and applications must be assembled to help citizens, developers and public officials gain a better understanding of how the development

process in the community works. Documents should be updated regularly and provide a general overview of development processes, steps necessary to obtain approvals and be readily available online.

### EVALUATION CRITERIA 3.2.1

The community maintains a guide to development that explains policies, procedures and steps to obtain approvals.

### EXPECTATIONS

- The guide includes:
  - Relevant contact information
  - Relevant meeting schedules
  - Easy-to-follow step-by-step flowcharts of development processes, including timelines
  - Conceptual meeting procedures
  - Relevant ordinances to review prior to site plan submission
  - Site plan review requirements and application
  - Clear explanation for site plans that can be approved administratively
  - Rezoning request process and application
  - Variance request process and application
  - Special land use request process and application
  - Fee schedule
  - Special meeting procedures
  - Financial assistance tools
  - Design guidelines and related processes
  - Building permit requirements and applications
- The guide to development is accessible online.

### EVALUATION CRITERIA 3.2.2

The community annually reviews the fee schedule.

### EXPECTATIONS

- The fee schedule is updated to cover the community's cost to provide services.
- The community accepts credit card payment for fees.

# Best Practice Four: Recruitment and education

## 4.1—RECRUITMENT AND ORIENTATION

Best practice 4.1 evaluates how a community conducts recruitment and orientation for newly appointed or elected officials and board members.

Diversity on boards and commissions can ensure a wide range of perspectives are considered when making

decisions on development and financial incentives.

Communities should seek applicants with desired skill sets and establish expectations prior to new officials and board members becoming active.

### EVALUATION CRITERIA 4.1.1

The community sets expectations for board and commission positions.

#### EXPECTATIONS

- The community outlines expectations and desired skill sets for open seats.
- Board and commission applications are available online.

### EVALUATION CRITERIA 4.1.2

The community provides orientation packets to all appointed and elected members of development related boards and commissions.

#### EXPECTATIONS

- The orientation packet includes all relevant planning, zoning and development information.

# Best Practice Four: Recruitment and education

## 4.2—EDUCATION AND TRAINING

Best practice 4.2 assesses how a community encourages ongoing education and training and tracks training needs for appointed or elected officials, board members and staff.

Planning commissioners, zoning board of appeals members, the governing body and staff make more informed development decisions when they receive

adequate training on land use and development issues. Turnover in officials and staff can create gaps in knowledge, which makes ongoing training essential to the efficient functioning of a community's development processes.

### EVALUATION CRITERIA 4.2.1

The community has a dedicated source of funding for training.

### EXPECTATIONS

- The community has a training budget allocated for elected and appointed officials and staff.

### EVALUATION CRITERIA 4.2.2

The community identifies training needs and tracks attendance for elected and appointed officials and staff.

### EXPECTATIONS

- The community manages a simple tracking mechanism for logging individual training needs and attendance.
- The community identifies trainings that assist in accomplishing their stated goals and objectives.

### EVALUATION CRITERIA 4.2.3

The community encourages elected and appointed officials and staff to attend trainings.

### EXPECTATIONS

- The community consistently notifies its elected and appointed officials and staff about training opportunities.

### EVALUATION CRITERIA 4.2.4

The community shares information between elected and appointed officials and staff.

### EXPECTATIONS

- The community holds collaborative work sessions, including joint trainings on development topics.
- Training participants share information with those not in attendance.
- The planning commission prepares an annual report for the governing body.

# Best Practice Five: Redevelopment Ready Sites®

## 5.1 — REDEVELOPMENT READY SITES®

Best practice 5.1 assesses how a community identifies, visions for and markets priority redevelopment sites. A redevelopment ready site is a site targeted by the community and ready for investment.

Identifying and marketing priority sites can assist a community to stimulate the real estate market for obsolete, vacant and underutilized property. Communities that have engaged the public and determined desired outcomes for priority sites create a predictable environment for development projects. A community which takes steps to reduce the risk of

rejected development proposals will entice hesitant developers to spend their time and financial resources pursuing a project in their community. If a development proposal on a priority site is deemed controversial, additional public participation opportunities should be held to ensure community support. To encourage development, it is essential that communities actively package and market sites prioritized for redevelopment. Developers look to invest in places that have an overall vision for the community and priority sites.

### EVALUATION CRITERIA 5.1.1

The community identifies and prioritizes redevelopment sites.

### EXPECTATIONS

- The community maintains an updated list of at least three priority sites.

### EVALUATION CRITERIA 5.1.2

The community gathers basic information for at least three priority sites.

### EXPECTATIONS

- Required information to include:
  - Photo of the site and/or rendering
  - Lot size
  - Desired development outcomes for the site
  - Building size
  - Owner contact information
  - State equalized value
  - Community contact information
  - Utilities on site: Water, sewer, electricity, natural gas
  - Zoning
  - Wired broadband infrastructure: DSL, cable, fiber

### EVALUATION CRITERIA 5.1.3

The community establishes a vision for at least three priority sites.

### EXPECTATIONS

- The vision includes desired development outcomes.
- Community champions for redevelopment of the site are identified.
- High controversy redevelopment sites may require additional public engagement.

# Best Practice Five: Redevelopment Ready Sites®

## 5.1—REDEVELOPMENT READY SITES® *continued*

### EVALUATION CRITERIA 5.1.4

The community identifies potential resources and incentives for at least three priority sites.

#### EXPECTATIONS

- The community identifies negotiable development tools, financial incentives and/or in-kind support, based on the project meeting the community's vision and desired development outcomes.

### EVALUATION CRITERIA 5.1.5

The community assembles a property information package for at least one priority site.

#### EXPECTATIONS

- The property information package includes basic information and the following as applicable:
  - Available financial incentives
  - Deed restrictions
  - Property tax assessment information
  - Property survey
  - Previous uses
  - Existing conditions report
  - Known environmental and/or contamination conditions
  - Soil conditions
  - Demographic data
  - Surrounding amenities
  - Planned infrastructure improvements as identified in CIP
  - GIS information including site location and street maps
  - Natural features map
  - Traffic studies
  - Target market analysis
  - Market feasibility studies

### EVALUATION CRITERIA 5.1.6

Priority redevelopment sites are actively marketed.

#### EXPECTATIONS

- The property information package(s) are accessible online.

# Best Practice Six: Community prosperity

## 6.1—ECONOMIC DEVELOPMENT STRATEGY

Best practice 6.1 assesses what goals and actions a community has identified to assist in strengthening its overall economic health.

Today, economic development means more than business attraction and retention. While business development is a core value, a community needs to include community development and talent in the

overall equation for economic success. The goal of the economic development strategy is to provide initiatives and methods that will encourage diversity of the region's economic base, tap into opportunities for economic expansion and help to create a sustainable, vibrant community.

### EVALUATION CRITERIA 6.1.1

The community has an approved economic development strategy.

#### EXPECTATIONS

- The economic development strategy is part of the master plan, annual budget or a separate document.
- The economic development strategy connects to the master plan and capital improvements plan.
- The economic development strategy identifies the economic opportunities and challenges of the community.
- The economic development strategy incorporates recommendations for implementation, including goals, actions, timelines and responsible parties.
- The economic development strategy coordinates with a regional economic development strategy.
- The economic development strategy is accessible online.

### EVALUATION CRITERIA 6.1.2

The community annually reviews the economic development strategy.

#### EXPECTATIONS

- Progress on the economic development strategy is reported annually to the governing body.

# Best Practice Six: Community prosperity

## 6.2—MARKETING AND PROMOTION

Best practice 6.2 assesses how a community promotes and markets itself to create community pride and increase investor confidence. It also evaluates the ease of locating pertinent planning, zoning and economic development documents on the community's website.

Community marketing and promotion can take many forms. Communities must develop a positive, promotional strategy through marketing campaigns,

advertising and special events to encourage investment. Marketing campaigns can assist with sharing the established community vision, values and goals. Developing a brand to promote a consistent identity can position a community for future success. A community's website is an important marketing tool and must be well-designed to provide information to the public and build a positive image.

### EVALUATION CRITERIA 6.2.1

The community has developed a marketing strategy.

#### EXPECTATIONS

- The marketing strategy identifies opportunities and outlines specific steps to attract businesses, consumers and real estate development to the community.
- The marketing strategy strives to create or strengthen an image for the community.
- The marketing strategy identifies approaches to market priority development sites.
- The community coordinates marketing efforts with local, regional and state partners.

### EVALUATION CRITERIA 6.2.2

The community has an updated, user-friendly municipal website.

#### EXPECTATIONS

- The community's website is easy to navigate.
- The community's planning, zoning and development information is grouped together with links to the following:
  - Master plan and amendments
  - Downtown plan
  - Corridor plan
  - Capital improvements plan
  - Zoning ordinance
  - Guide to development
  - Online payment option
  - Partner organizations
  - Board and commission applications
  - Property information packages
  - Economic development strategy

# Conclusion

The Redevelopment Ready Communities® program looks to assist communities that creatively reuse space, embrace economic innovation and proactively plan for the future, making them more attractive for investments that create places where talent wants to

live, work and play. RRC certification signals to business owners, developers and investors that the community has removed barriers by building deliberate, fair and consistent processes.



Communities not formally engaged in the RRC program, but wanting to work toward certification are encouraged to compare their current policies and procedures to the best practice standards by completing the RRC self-evaluation. The self-evaluation is available to assist any community interested in being more redevelopment ready. Completion of the self-evaluation document does not replace the formal evaluation process conducted by the RRC team. In addition to the self-evaluations, guides have been developed to act as resources for communities working on RRC best practice components. Each guide is a tool describing recommended processes and sample language. Every community has different needs and capacities, so the process and document can be tailored to fit individual community requirements.

To be vibrant and competitive, Michigan communities must be ready for development. This involves planning for new investment, identifying assets and opportunities and focusing limited resources. Communities must create the types of places where talent and businesses want to locate, invest and expand.

Certified Redevelopment Ready Communities® signal that locating a new business or growing an existing one is straightforward. Certified communities have removed barriers to development including eliminating uncertainties surrounding project timelines and approvals by implementing and executing the RRC best practices.

Contact the RRC team at [rrc@michigan.org](mailto:rrc@michigan.org) or your CATeam specialist with questions.



# CERTIFICATION PROCESS

## STEP ONE ENGAGEMENT



## STEP TWO EVALUATION



## STEP THREE CERTIFICATION

Community reviews RRC Best Practices and program information online and contacts regional CATeam specialist



Community completes RRC Best Practice training series



Community thoroughly completes RRC self-evaluation



Community's governing body adopts resolution of intent to participate in program



Community submits completed RRC self-evaluation and resolution to regional CATeam specialist



Community information reviewed



Community placed into RRC pipeline



Community receives formal welcome and information



MOU signed between community and MEDC

Community submits additional documentation as necessary



Stakeholder interviews and meeting observations



Data and information analyzed



RRC advisory council provides technical expertise for baseline report



Baseline report presented to the community



Community's governing body adopts resolution to proceed within 30 days of baseline report presentation

Community completes missing RRC best practice criteria



Community submits quarterly progress reports



Community accomplishes all RRC best practice criteria



Certification awarded



Community submits biannual progress reports

## PROCESS TIMELINE



Timeline is dependent on the number of communities in the RRC pipeline and the completeness of the information submitted by the community.

# Charter Township of Van Buren

Agenda Item: \_\_\_\_\_

## REQUEST FOR BOARD ACTION

**WORK STUDY MEETING DATE: 03/19/18**

**BOARD MTG. DATES: 03/20/18**

Consent Agenda \_\_\_\_\_ **New Business X** Unfinished Business \_\_\_\_\_ Public Hearing \_\_\_\_\_

<b>ITEM (SUBJECT)</b>	McBride Road Paving – Contract Award
<b>DEPARTMENT</b>	Department of Public Services
<b>PRESENTER</b>	David Nummer, Wade Trim
<b>PHONE NUMBER</b>	(734) 734-947-9700
<b>INDIVIDUALS IN ATTENDANCE (OTHER THAN PRESENTER)</b>	Ron Akers, AICP, Director of Planning & Economic Development Matthew Best, Director of Public Services

### Agenda topic

<b>ACTION REQUESTED</b>	To award the contract for the paving of McBride road between Quirk Road and Beck Road to Florence Cement in the amount of \$528,450, per the recommendation of the Township Engineer and to approve a 10% contingency amount, not to exceed \$52,845 for use at the direction and discretion of the Director of Public Services to address changes and unforeseen conditions that may arise during construction.
<b>BACKGROUND – (SUPPORTING AND REFERENCE DATA, INCLUDE ATTACHMENTS)</b>	Please see attached letter.

<b>BUDGET IMPLICATION</b>	None, costs are pass through
<b>IMPLEMENTATION NEXT STEP</b>	After approval Wade Trim will work with the contractor to establish a project starting date.

<b>DEPARTMENT RECOMMENDATION</b>	Approval
<b>COMMITTEE/COMMISSION RECOMMENDATION</b>	N/A

<b>ATTORNEY RECOMMENDATION</b>	(May be subject to Attorney/Client Privilege and not available under FOIA)
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<b>ADDITIONAL REMARKS</b>	
<b>APPROVAL OF SUPERVISOR</b>	



Wade Trim Associates, Inc.  
25251 Northline Road • PO Box 10 • Taylor, MI 48180  
734.947.9700 • www.wadetrim.com

March 13, 2018

Van Buren Township  
46425 Tyler Road  
Van Buren Township, MI 48111

Attention: Mr. Ron Akers, Director of Planning and Economic Development

Re: Recommendation for Award of Construction Contract  
McBride Avenue Paving Project

Dear Mr. Akers:

On March 7, 2018, bids for the McBride Avenue Paving Project were received, opened and read aloud at the Township Hall. The project includes the paving of McBride Avenue, from Quirk Road to Beck Road. Three prospective Contractors, including one local Contractor, submitted bids for this Project as shown in the attached bid tabulation. A summary of the bids is as follows:

<i>Contractor</i>	<i>Total Bid</i>
Florence Cement Co.	\$528,450.00
Verdeterre Contracting	\$566,377.75
Fonson Company, Inc.	\$620,812.00

The Engineer's Opinion of Construction Cost for this project was \$700,000. We are pleased with how close the bids are with only a 7.2% difference between the two lowest bids indicating that the project was well understood by the bidders and they each bid the project in a similar manner. The bid documents are set up as unit price contracts which means we provide to the Contractors the amount of work they are bidding on (the units) and they provide the unit costs. Multiplying the number of units by the unit price is how the total bid amount is determined. In this way all the Contractors are bidding on the same quantities of work and we obtain bids that are comparable to each other.

Florence Cement Company is the lowest overall bidder. The Township purchasing policy allows a 5% leeway to local Contractors. Verdeterre Contracting is a local Contractor, however, their bid is 7.1% higher than the bid from Florence Cement so the 5% leeway for local Contractors does not have any bearing on the results of the bidding.

The contract documents include a performance guarantee bond that is put in place to ensure that the Contractor can complete the project. This bond is intended to provide the Township and the residents with assurance that the project will be completed as bid.

The original estimate for the total project cost when the grant was first submitted was \$920,000. During the design process, changes were made to the scope of the project and cost estimates were refined to approximately \$800,000. The construction bid amount is less than our estimate and the design engineering also came in under budget. The Total Project cost, based on the bid amount for construction, is as follows:

Design Engineering	\$42,000
Construction Bid Amount	\$528,450
Construction Engineering	\$37,000
10% Construction Contingency	<u>\$52,845</u>
<i>Total Project Cost</i>	\$660,295

The current project cost, including contingency (which may not be entirely needed), is \$130,705 less than the \$800,000 estimate.

#### Recommendation

Wade Trim Associates has extensive experience working with Florence Cement. They are a well-known Contractor in southeast Michigan working on numerous MDOT and local projects. We are currently working with Florence Cement on the Vining Road project in Romulus. Based on our experience and their past performance, we are confident this Contractor has the equipment, labor force and financial capability and can complete the project in accordance with the contract documents and specifications. Therefore, we are recommending that the Township consider awarding the project to Florence Cement in the amount of \$528,450.00.

We also recommend that a 10% contingency amount be approved for use at the direction and discretion of the Planning and Economic Development Director to address changes and unforeseen conditions that may arise during construction.

If you have any questions regarding the bidding process, please do not hesitate to contact us.

Very truly yours,

Wade Trim Associates, Inc.



David M. Nummer, PE

DMN:ka  
VBN 2268-01T  
20180313Akers.docx  
Attachment

# Charter Township of Van Buren

Agenda Item: \_\_\_\_\_

## REQUEST FOR BOARD ACTION

WORK STUDY MEETING DATE: 03/19/18

BOARD MTG. DATES: 03/20/18

Consent Agenda \_\_\_\_\_ **New Business X** \_\_\_\_\_ Unfinished Business \_\_\_\_\_ Public Hearing \_\_\_\_\_

<b>ITEM (SUBJECT)</b>	McBride Road Paving – Construction Engineering/Inspector Days
<b>DEPARTMENT</b>	Department of Public Services
<b>PRESENTER</b>	David Nummer, Wade Trim
<b>PHONE NUMBER</b>	(734) 734-947-9700
<b>INDIVIDUALS IN ATTENDANCE (OTHER THAN PRESENTER)</b>	Ron Akers, AICP, Director of Planning & Economic Development Matthew Best, Director of Public Services

### Agenda topic

<b>ACTION REQUESTED</b>	To approve the proposal, dated March 13, 2018 from Wade Trim to provide professional services for the construction of McBride paving project in amount not to exceed \$73,400.
<b>BACKGROUND – (SUPPORTING AND REFERENCE DATA, INCLUDE ATTACHMENTS)</b>	Please see attached letter.

<b>BUDGET IMPLICATION</b>	None, costs are pass through
<b>IMPLEMENTATION NEXT STEP</b>	After approval Wade Trim will work with the contractor to establish a project starting date.

<b>DEPARTMENT RECOMMENDATION</b>	Approval
<b>COMMITTEE/COMMISSION RECOMMENDATION</b>	N/A

<b>ATTORNEY RECOMMENDATION</b>	(May be subject to Attorney/Client Privilege and not available under FOIA)
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<b>ADDITIONAL REMARKS</b>	
<b>APPROVAL OF SUPERVISOR</b>	



Wade Trim Associates, Inc.

25251 Northline Road • PO Box 10 • Taylor, MI 48180  
734.947.9700 • www.wadetrim.com

March 13, 2018

Van Buren Township  
46425 Tyler Road  
Van Buren Township, MI 48111

Attention: Mr. Ron Akers, Planning and Economic Development Director

Re: Proposal to Provide Professional Services for Construction  
McBride Avenue Paving Project

Dear Mr. Akers:

We are pleased to present this Proposal to provide professional services relating to the construction of the McBride Avenue Paving Project. This project includes the construction of new roadway base and asphalt paving on McBride Avenue, from Quirk Road to Beck Road.

The Township has previously engaged Wade Trim for planning and design engineering services; those efforts concluded with the end of the bidding period and our recommendation letter. This Proposal is for services to be rendered during and shortly after construction, including conducting a resident information meeting, construction contract administration, inspection, and preparing post construction quality documents and as-builts. A detailed description of services is given below:

## **SERVICES TO BE PROVIDED**

### Construction Administration and Inspection

#### *Construction Staking*

- Construction staking will include establishing line and grade for each roadway including subgrade, aggregate base and final paving. This staking will be provided once; any restaking necessary to replace lost or disturbed stakes will be charged back to the Contractor.
- Cut sheets with the vertical control information will be provided to the Wade Trim inspector who will make that information available to the Contractor.

#### *Construction Inspection*

- A construction inspector will be present at the site whenever construction operations are in progress. The inspector will note the materials being used and methods of construction. Inspectors will also check line and grade on the road and the thickness of aggregate base and paving materials to ensure the proper amount of material is being used. Any irregularities noted during these processes will be noted on the daily inspection reports and brought to the attention of the Field Engineer and the Township.
- Construction inspectors will keep track of payment quantities and compile daily reports that will be used as the basis for payment to the Contractor.

- The inspectors will be the day-to-day representatives on the project and will be working closely with residents to ensure that they have access and that their concerns are addressed in a timely and appropriate manner.

#### *Field Engineering*

- A Field Engineer will be assigned to work as the liaison between the field inspector, the Wade Trim office staff, and the Township. The Field Engineer is an experienced construction specialist who provides contract administration to the Project. The Field Engineer will consult with the Township and provide direction to the Contractor on any issues that are not within specifications and any field changes that may be proposed by the Contractor. The Field Engineer is the first respondent to any conflicts which may arise.
- The Field Engineer will review the daily inspection reports and make note of any unresolved issues for follow-up.
- The Field Engineer will be responsible for the review and approval of the shop drawings and material certifications.

#### *Contract Administration*

- The Field Engineer and Project Manager will provide contract administrative duties such as request for information responses, review and recommendation of Contractor requests for payment, progress meetings and minutes, and responses to conflicts regarding changes in conditions. Progress meetings will be attended by the Project Manager.
- Coordination of the Contractor's efforts will be monitored and communicated by the Field Engineer so that the Township staff and residents near the construction are aware of on-going construction activities. Operations may impact traffic and may temporarily block driveway access.

#### *Materials Testing and Quality Assurance*

- Materials testing will be performed by Somat Engineering as a subconsultant to Wade Trim. Subgrade, aggregate base and pavement densities will be tested and monitored throughout construction to ensure compliance with contract documents and specifications. Testing reports will be made part of the project documentation.

#### *Project Meetings*

- An informational meeting will be held with the residents to discuss details of the construction methods and schedule. This meeting will be attended by the Project Manager, Field Engineer, Construction Inspector and the Contractor so the residents will be familiar with the Township representatives they may encounter on the project site. We find that these informational meetings are very helpful to both the residents and the Contractor. We are able to hear and respond to resident concerns and the Contractor also learns of details of the project that they might not otherwise have known.
- Weekly progress meetings will be held on site with the Contractor, Wade Trim and the Township to discuss any upcoming issues and to monitor project cost and schedule. Meeting minutes will be provided to the Township and all meeting attendees.

*Project Closeout Activities*

- Final measure drawings will be prepared showing the field measured location and elevation of the completed roadways. Final measure drawings will be based on the daily inspection reports and horizontal and vertical locations that are collected by the survey crew after construction is complete.

Compensation

The Contractor has bid 52 inspector days in his bid indicating that they anticipate this project taking approximately 10 weeks. Therefore, we have based the estimate of our construction services on a similar timeframe. We have included an allowance of \$8,000 for construction materials testing in our proposal. Should the project needs exceed this amount, we will seek direction from Township staff regarding additional testing.

The scope of services outlined above will be provided by Wade Trim Associates for an estimated amount of \$73,400.00. Included in this figure are the inspector days costs as bid by the Contractor. The total cost of these services equates to 13.2% of the construction contract amount and can be broken down into several components – 6.9% for Inspection Services; 5.5% for Field Engineering, Surveying and Project Management; and, 1.5% for materials testing. The Field Engineering component will be a not-to-exceed cost of \$37,000 and will include all the scope of services outlined above, with the exception of construction inspection. Construction inspection services will be billed hourly based on the actual number of hours required to complete the scope of services.

The cost for the inspection component is determined by the low bidder through their construction bid. In this case, the Contractor included \$36,400 for construction inspection. Actual inspection costs will be deducted from the monies due to the Contractor. Since the inspection costs are dependent upon the performance of the Contractors and may vary, the cost of these services is estimated at \$36,400. Should the construction inspection costs exceed the amount bid, the Contractor will be responsible for the additional cost.

If you have any questions about this Proposal, please feel free to contact our office.

Very truly yours,

Wade Trim Associates, Inc.



David M. Nummer, PE  
Senior Project Manager

DMN:ka  
AAA 8140-18  
20180313akers.doc



## DEPARTMENT OF PUBLIC SERVICES

### WATER & SEWER

---

DATE: March 13, 2018  
TO: Township Board of Trustees  
FROM: James T. Taylor, Director of Water & Sewer  
RE: DUWA Definitive Transfer Agreement

As noted at a previous work study session, a presentation of the Definitive Transfer Agreement by DUWA representatives will take place during your regularly scheduled work study session on March 19, 2018 at 4:00pm in Van Buren Township Hall. An invitation was extended by Supervisor McNamara to the City of Belleville and Romulus to join the presentation. The City of Romulus has declined, and Belleville has yet to confirm their participation. This offer was made was to maximize the efforts of the DUWA team to meet with as many communities as possible in March affected by the DTA.

The DUWA team will provide a 30 min presentation, followed by a 30 minute Q&A session. After this session, the team will be going to the City of Taylor to do the same type of work study presentation starting at 6.30pm.

The team will include:

System Operations Manager - Vyto Kaunelis  
Attorneys – Paul Bohn, Patrick McCauley  
Financial – Bill Brickey (Plante Moran)

Each of the member communities will be asked to pass a resolution for their approval of this transfer agreement before April 30, 2018. I will be asking you to approve the proposed resolution at your April 17<sup>th</sup> meeting. The DUWA Board will take a vote at the May meeting, which will require a 66% weighted vote of the DUWA Board for final approval before it moves forward to the next steps in the process.

For your review, I have attached:

- VBT Resolution
- a schedule of the complete transaction process
- weighted vote schedule
- FAQ on the DUWA DTA
- VBT Sanitary System Map
- Copy of the DTA

#### **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 OF THE CHARTER TOWNSHIP OF VAN BUREN  
TO AUTHORIZE IT'S REPRESENTATIVE TO THE DOWNRIVER UTILITY WASTEWATER AUTHORITY TO  
VOTE ON THE DEFINITIVE TRANSFER AGREEMENT WITH WAYNE COUNTY

RESOLUTION NO. 2018-04

WHEREAS, 1955 PA 233, as amended ("Act 233") authorizes an authority 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 233, the Downriver Utility Wastewater Authority ("DUWA"), its constituent municipalities being the cities of Belleville, Ecorse, Lincoln Park, River Rouge, Southgate, Wyandotte, Allen Park, Taylor, Dearborn Heights, Romulus, Riverview, and the Charter Townships of Van Buren and Brownstown ("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, the DUWA desires to acquire the Downriver Sanitary Disposal System ("System") from the County of Wayne, a Michigan county corporation (the "County"); and

WHEREAS, each of the Communities have a representative on the DUWA Board which will vote May 10, 2018 on the Definitive Transfer Agreement with Wayne County for the acquisition of the System; and

WHEREAS, each of the Communities in 2017 have unanimously approved a Service Agreement with DUWA for the use and charges associated with the System; and

NOW THEREFORE, be it resolved that the Charter Township of Van Buren ("Municipality") hereby agrees that:

The Municipality's member to the DUWA Board shall vote (in favor of / or against) the Definitive Transfer Agreement that has been negotiated with Wayne County for the purchase of the Downriver Sanitary Disposal System.

ON MOTION OF \_\_\_\_\_ SUPPORTED BY \_\_\_\_\_ the foregoing Resolution was adopted by the following vote:

ROLL CALL: ABSENT \_\_\_\_\_ AYE \_\_\_\_\_ NAY \_\_\_\_\_

I, Leon Wright, Clerk for the Charter Township of Van Buren, hereby certify that the foregoing is a true and accurate copy of a Resolution adopted by the Township Board for the Charter Township of Van Buren at a regular meeting held on the \_\_\_\_ day of \_\_\_\_\_, 2018, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meeting Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been available as required by said Act.

\_\_\_\_\_  
Leon Wright, Clerk



**DUWA Transaction Calendar**  
**DRAFT**  
**Wayne County/DUWA Transaction Calendar**  
**February 28, 2018**

**March**

- Preparation of draft Preliminary Official Statement (“POS”)
- Communities review/consider Definitive Transfer Agreement (DTA)
- Continued due diligence
- Publication of Notice of Intent
- Bond ordinance published

**April**

- Communities review/consider DTA
- First draft of POS circulated for review and comment
- Gather information needed from local units for rating
- Final approval of DTA by all communities (April 30)

**May**

- DUWA Board votes to approve DTA
- Right of referendum period expires
- Long form application filed with Dept. of Treasury
- Rating requested

**June**

- DTA approved by Wayne County
- DUWA Board approves contract with Veolia
- Receive State and Federal approvals related to existing SRF debt
- Receive Credit Rating
- Receive approval from Michigan Department of Treasury to issue debt

**July**

- Publish POS
- Bond Pricing / Numbers Finalized / Sign Bond Purchase Agreement
- Post Final Official Statement

**August**

- Bond Closing / Net Proceeds Transferred to County
- MDEQ transfers NPDES permit at closing



**EXHIBIT 1**

**EXHIBIT 1 – WEIGHTED VOTE**

<b>MUNICIPALITY</b>	<b>SYSTEM CAPACITY (% OF OWNERSHIP FOR WWTP CAPITAL IMPROVEMENTS)</b>
Allen Park	8.473%
Belleville	1.236%
Brownstown	6.355%
Dearborn Heights	4.413%
Ecorse	3.967%
Lincoln Park	12.136%
River Rouge	4.854%
Riverview	3.094%
Romulus	14.121%
Southgate	10.371%
Taylor	18.314%
Van Buren Township	2.295%
Wyandotte	10.371%
<b>TOTAL</b>	<b>100.000%</b>

\*Based on Judge Feikens' 1994 Financing Order



## **DUWA Frequently Asked Questions for February 2, 2018 Community Meeting**

These Frequently Asked Questions (“FAQs”) supplement and provide more information about the proposed purchase of the Wayne County Wastewater Treatment Plant (“WWTP”). These FAQs were created to answer some of the most repeated questions about the DUWA and the planned transaction. For more general information, please see the FAQ on the DUWA website, at <http://duwauthority.org/faq/>.

**1. Q: What is “rate neutrality” and how will that concept affect the rates the Communities are currently paying for waste water treatment and related services?**

A: “Rate neutrality” does not mean a “rate freeze” or that the current rates will remain static. Rather, the term “rate neutrality” means that the current rate methodology will remain in use for at least 5 years so as to preserve stability for the Communities. Rates will continue to reflect self-reported “base flow” (i.e. water consumption), plus a pro rata share of the “excess flow” (i.e. the difference between the total flow treated annually minus the sum of all base flow). Excess flow values will continue to be calculated as a 5-year average to account for flow variations which occur during wet and dry years. This arrangement is reflected in the Service Agreement, ratified by the Communities on March 21, 2018, in paragraph 5.04:

**Schedule of Rates.** The rates for System Costs shall be made to each Community based on a schedule of rates prepared by the DUWA and approved pursuant to Article 6. Any rates specified in any such schedule shall be subject to adjustment by the DUWA, subject to Article 6, with proper notice as set forth in Section 5.05, if necessary in order to provide sufficient funds to pay for System Costs. Notwithstanding anything to the contrary in this Agreement, the current rate methodology utilized to set rates for the System for FY17 shall continue to be utilized for five (5) years subsequent to the adoption of this Agreement. The utilization of this rate methodology, or any rate methodology adopted in the future, shall not prohibit or limit the DUWA Board’s ability to assess Customers or Customer Communities the surcharge identified in Section 5.02 or to assess and enforce any fine, penalty, enforcement order, corrective plan or sanction imposed by the DUWA Board pursuant to Article 4 and/or Article 9 hereof.

The Service Agreement also defines “current rate methodology”:

The procedure whereby monthly billings are determined from a two step process which includes (1) the computation of each Community’s Base Flow as derived from water consumption records for the portion of the Community that is served by the System, and (2) a computation of each Community’s share of the Excess Flow using a formula which references statistical information relating to the flow derived from various types of sewers including Combined Sewers, Separated Sewers with Footing Drains and Separated Sewers with no Footing Drains. Excess flow is the quantity of flow delivered to the Treatment Plant not including the Base Flow. For rate making purposes the Excess Flow quantity shall be adjusted to reflect a multi-year average of data to account for variations in annual precipitation, and will be billed at a flat monthly amount.

A “rate freeze” is simply not realistic to ensure sufficient funds will be available for ongoing operational and maintenance, capital or debt needs. Communities will continue to grow and require expanded capacity.

The “rate neutrality” concept allows the Communities themselves to control the rates, which will be set by a board of their peers. Currently, Wayne County sets the rates without significant accountability to the customer communities. DUWA allows the Communities to have control. Based on projections, rate increases under DUWA ownership would not exceed anticipated rate increases under Wayne County.

**2. Q: What happens if after the purchase, there is a major catastrophic failure of the WWTP infrastructure, such as a sinkhole?**

A: DUWA will be responsible for all liabilities post-closing and will pay for any emergency repairs out of reserves, operating funds, rate surcharges or insurance proceeds. Wayne County looks to the same revenue sources now to pay for unanticipated repairs and other costs associated with the system. Customer rate revenues pay for repairs, not Wayne County general funds.

In other words, should a catastrophic event happen tomorrow, the Communities would ultimately pay for the expense through a Wayne County-initiated rate hike or surcharge. If the member Communities are owners during a catastrophic event (as they will be when DUWA acquires the WWTP), the Communities will likewise pay for the event, but have more control over the costs and methods of repair as owners (as opposed to customers).

**3. Q: Must each Community approve the Definitive Transfer Agreement for the purchase of the WWTP to go forward?**

A: The member Communities make decisions in accordance with the DUWA Articles of Incorporation, adopted in 2015. Each member Community agreed to be a part of DUWA and voted to adopt the Articles. Under the Articles, DUWA decisions are made by the Commission, made up of the Mayors or Supervisors of each constituent municipality. Article X governs voting and provides:

Each matter coming before the Commission shall be decided by a majority vote of the Commissioners except as provided below.

The following issues shall require a vote of at least sixty-six (66%) percent of the weighted vote as set forth in the attached Exhibit 1:

- a. Amendment of the Bylaws or Rules and Regulations of the Authority.
- b. Retention of independent contractors, management personnel, consultants, and/or professionals, including accountants, attorneys and engineers.
- c. Issuance of bonds.
- d. Approval of services to non-constituent municipalities.
- e. Execution of any contract wherein contractual payments are to be pledged as security for bonds.
- f. Assumption of any financial obligations of any constituent municipality

- g. Approval of any contract for construction or repair which exceeds Five Hundred Thousand (\$500,000) Dollars.

Amendment of the Articles of Incorporation of the Authority shall require a unanimous vote.

Accordingly, under the terms of the Articles, a simple majority is sufficient to approve most DUWA actions. A 66% weighted majority must approve major actions items, including the items necessary to complete the purchase of the WWTP from Wayne County—for example, issuance of bonds. Unanimous approval is only needed to amend the Articles themselves.

However, the DUWA Board may take up the issue and decide on the appropriate mechanism to approve the DTA.

**4. Q: What happens if the Definitive Transfer Agreement is not approved by a sufficient number of Communities?**

DUWA's purchase of the system would not go forward. Wayne County may look for another purchaser or may hire a private contractor to operate or undertake steps to hire more County employees to operate the system. Alternatively, those Communities that do wish to enter the DTA and purchase the WWTP may form a "DUWA 2.0" and seek to complete a transaction.

**5. Q: Will a Community be bound by the terms of the Definitive Transfer Agreement even if that Community votes against the Agreement?**

A: Yes, so long as the Community chooses to remain a member of DUWA. Under the DUWA Articles of Incorporation, approved by each member Community, most decisions are made by simple majority vote, except for major transactions that require a 66% weighted vote (see Article

X of the Articles of Incorporation). A Community may choose to withdraw from DUWA.<sup>1</sup> Communities that choose to withdraw from DUWA may still contract with DUWA for wastewater treatment services under the terms of the Service Agreement and the provisions of Public Act 233 of 1955. Section 10 of the Act, MCL 124.290(1), permits greater charges to non-member Communities: “The charges or rates to a municipality that is not a constituent municipality or to an Indian tribe may be greater than those to constituent municipalities.”

**6. Q: What does it mean if a Community chooses to be a customer of DUWA, as opposed to an owner?**

The DUWA Service Agreement contemplates “customer communities,” meaning those communities that choose to purchase sewer services from DUWA, but do not want to be members of DUWA. The Municipal Sewer and Water Supply Systems Act, Public Act 233 of 1955, permits non-member municipalities to contract with the authority. MCL 124.287. Such communities will receive their wastewater treatment services in much the same manner as they receive today from Wayne County. DUWA is authorized to charge non-member communities a different rate than the member communities: “The charges or rates to a municipality that is not a constituent municipality or to an Indian tribe may be greater than those to constituent municipalities.” MCL 124.290(1).

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<sup>1</sup> Neither the Articles of Incorporation, nor the Michigan Municipal Sewage and Water Supply Systems Act, MCL 124.281 *et seq* set forth a mechanism for a municipality to withdraw from the Authority. A Community that chooses to withdraw from DUWA should consult its legal counsel regarding the proper way to exit DUWA.

**7. Q: What kind of due diligence has been done by DUWA to inspect the infrastructure that DUWA is purchasing?**

The Board hired a large international environmental and water consulting firm, Veolia, to inspect the WWTP physical plant. An October 2016 report by Veolia found that the plant is in the condition that is appropriate for a facility that age. The 63 miles of interceptor systems has undergone a 2% review by the County, and DUWA is currently in the process of retaining consultant to conduct additional inspections of an additional 3% of the system.

**8. Q: What kind of due diligence has been done by DUWA to address the chain of title and real estate issues with the WWTP property?**

A: Wayne County has owned and operated the WWTP and associated property since 1938, and is unable to provide complete property ownership records as part of the DTA. Accordingly, DUWA has undertaken its own investigation and due diligence of the property records. On January 12, 2018, the DUWA Board approved the retainer of Hennessey Engineers, Inc. to conduct survey work at the WWTP. It will produce a legal survey for the Quit Claim Deed that Wayne County would provide to DUWA.

DUWA counsel is also working with the Wyandotte Assessor in reviewing historical descriptions and assessment records. Due to the limited title records available, the objective is to identify transfers indirectly evidenced in the assessment records from year to year following a conveyance and corresponding change in the taxpayer on record with the Assessor. This information can then be utilized in conducting manual grantor/grantee index searches in the Wayne County Register of Deeds.

DUWA's due diligence will ultimately be shared with a title company in the course of obtaining a title commitment, and the title company's requirements will guide our further work. DUWA will engage the title company review when the DTA has been approved, but will continue due diligence in the interim.

**9. Q: How do the Revenue Bonds issued by DUWA to fund the WWTP purchase affect the individual member communities?**

A: They do not. The Revenue Bonds are issued by DUWA, a separate legal entity created under the Municipal Sewage and Water Supply Systems Act. Specifically, Section 12 of the Act, MCL 124.292, authorizes DUWA to issue "revenue bonds, by which the financing of a project would be consummated by the issuance of revenue bonds payable from the revenues of the system or systems." The bonds will be revenue bonds of DUWA under Act 94 of 1933. Any default or other issue does not impact the individual member communities.

**10. Q: How was the purchase price determined?**

A: The \$57.5 million purchase price was negotiated based on Wayne County's assertion that the unfunded "legacy costs" (i.e. Pension and OPEB liabilities) for the Downriver System were approximately \$60 million. The County advised that, in the absence of a sale of the System, those legacy costs would need to be recovered in the form of a sizable rate increase over a long period of time. The purchase price is far below the replacement cost, and is also much less than what was previously offered to the County by a 3<sup>rd</sup> Party.



**DOWNRIVER SEWAGE DISPOSAL SYSTEM  
DEFINITIVE TRANSFER AGREEMENT**

**BETWEEN**

**THE CHARTER COUNTY OF WAYNE, STATE OF MICHIGAN**

**AND**

**DOWNRIVER UTILITY WASTEWATER AUTHORITY**

\_\_\_\_\_, 2018

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**DOWNRIVER SEWAGE DISPOSAL SYSTEM  
DEFINITIVE TRANSFER AGREEMENT**

**ARTICLE I.**

**RECITALS**

THIS DOWNRIVER SEWAGE DISPOSAL SYSTEM DEFINITIVE TRANSFER AGREEMENT (“Agreement”), which shall be effective as of the Effective Date (as defined below) , is made between The Charter County of Wayne, State of Michigan (the “County”), and the Downriver Utility Wastewater Authority, an authority incorporated under the provisions of Act No. 233, Public Acts of Michigan, 1955, as amended (the “Authority”). The County and the Authority are herein individually referred to as a “Party” and collectively referred to as the “Parties.”

**WITNESSETH:**

WHEREAS, pursuant to a certain Downriver Sewage Disposal System Contract, dated March 1, 1962 (as supplemented and amended from time to time (the “Former DSDS Service Contract”), the County is engaged in the business of operating, managing and administering a wastewater transportation, treatment and disposal system commonly known as the Downriver Sewage Disposal System (the “DSDS”); and

WHEREAS, the County and the Authority entered into a non-binding Letter of Intent, dated May 16, 2016, as amended (the “LOI”), pursuant to which the County would transfer to the Authority any and all of the County's rights, title and interests it may have in any and all of the components or assets comprising, related to or servicing the DSDS (collectively, the “Assets” as defined below) in consideration of delivery by the Authority of the sum of Fifty Seven Million Five Hundred Thousand Dollars (\$57,500,000) comprised of Fifty-Four Million Dollars (\$54,000,000) payable by wire transfer of funds and issuance of the Subordinated Bond (as defined in Section 8.1.A (i) (b)) to the County in the amount of Three Million Five Hundred Thousand Dollars (\$3,500,000) (the “Transfer Funds”), and assumption by the Authority of the Assumed Liabilities (as defined below) (the Transfer Funds and the Assumed Liabilities are herein collectively referred to as the “Transfer Payment”), and excluding only the Excluded Assets and Excluded Liabilities (as defined below); and

WHEREAS, the Authority and the County have determined that it is in their respective best interests to consummate the transaction contemplated by the LOI, subject to and in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual agreements, obligations and promises herein provided, and for other good and valuable consideration, the Parties agree as follows:

**ARTICLE II.**

**2.1** Definitions. In addition to the words and terms elsewhere defined in this Agreement, the following words and terms as used in this Agreement and the Recitals hereto shall have the following meanings unless the context or use indicates another or different meaning.

(i) “Applicable Laws” means all laws, rules, regulations, ordinances, permit and license requirements, and orders of courts, governmental officials and agencies of competent jurisdiction with respect to the DSDS or the Assets or which govern or generally relate to the DSDS or the Assets.

(ii) “Assets” means, collectively, all of the County's rights, title, and interests, in its “as-is, where is” condition, in and to all of the real and tangible property and all components and assets constituting, related to or used and only necessary for servicing and specifically for the functioning, operation, maintenance and administration of the DSDS, including, without limitation, (a) a wastewater treatment facility located at 797 Central Avenue, Wyandotte, Michigan, including approximately 38 acres of land, 30 plus buildings and underground assets as generally depicted on the attached Schedule A (the “Treatment Facility”), seven (7) interceptors (commonly known as the Eureka, Fordline, Goddard, Northline, Pelham, Pennsylvania and Riverdrive (f/k/a Wyandotte), (the “Interceptors”), a storage and transportation system (commonly known as the Downriver Regional Storage and Transport System (DRSTS) and including the Lower Tunnel, Upper Tunnel, Allen Park Spur, Eureka Road Relief Sewer and Relief Sewer Extension and the Taylor Basin/Jackson Street Pumping Station Connection), flow meters, rain gages, and other measuring devices as generally depicted on the attached Schedule A-1 and generally listed in the attached Schedules A-2 and A-3 (collectively, the “System”); and (b) all land upon and/or under which the Treatment Facility, and the System are located, together with all other buildings and improvements, outfalls, storage facilities, equipment and fixtures associated with the Treatment Facility (including screens, meters, pumps, control gates, valves, HVAC and other equipment, generally listed in Schedule A-4), piping within the Treatment Facility, flow meters, rain gages, level sensors and other measuring devices generally listed in Schedule A-3; manholes, control gates, and other structures (including DRSTS overflow structures and DRSTS vent structures) attached or appurtenant to the Treatment Facility, the System or the land upon which any of them are located, together with all other real property interests, such as easements, rights-of-way, prescriptive rights, access rights, permits, licenses and leases, including, without limitation, as described in the attached Schedule B (the Assets described in subparagraphs (a) and (b) above shall be known as “Real Property Interest”); and (c) any and all tangible personal property described in the attached Schedule C (the “Tangible Personal Property”); and (d) to the extent assignable, any and all intangible personal property, warranties and guaranties, and rights thereunder, accounts, notes and other receivables as shown in the Financial Statements attached as Schedule D, claims, deposits, insurance premium refunds, contract claims, tort claims, and similar rights; and (e) Cash, if any, in the amount agreed upon by the Parties pursuant to the terms hereof, except the Excluded Assets.

(iii) “Assumed Liabilities” means all liabilities and obligations of the County whatsoever arising from any of its ownership, operation, management or administration of the DSDS or the Assets, whether arising prior to or from and after the Closing Date, including, without limitation, the Revenue Bonds (as more particularly described in Section 8.1.A (i) below) and all liabilities related to the DSDS or the Assets, including, for avoidance of doubt, all liabilities and obligations of or relating to Applicable Laws, including, without limitation, Environmental Requirements, Taxes and Third-Party Claims (as described in Section 14.D), but excluding the Excluded Liabilities and the Judgment Levy Bonds (as defined in below).

(iv) “Bonds” mean the Judgment Levy Bonds (as defined below) and the Revenue Bonds (as defined below).

(v) “Cash” means cash and cash equivalents (including marketable securities and short term investments) as set forth in the Financial Statements attached as Schedule D, including, but not limited to reserve accounts in the amounts show therein.

(vi) “Claims” means claims as defined under MCL §691.1417 and MCL §691.1419, and including, without limitation, those matters of Litigation as specifically identified in the attached Schedule E as of the date of this Agreement.

(vii) “Closing” and “Closing Date”, respectively, shall occur and have the meanings set forth in Section 8.1.B.

(viii) “Closing Documents” means the documents listed on the attached Schedule F which the County and Authority intend to approve, execute and deliver at Closing in consummation of this Agreement.

(ix) “Community Agreements” mean those agreements or established protocols, if any, with the Communities or drainage districts listed on the attached Schedule G pursuant to which the Authority or County, respectively, would provide certain services which are necessary for the proper operation of the DSDS in accordance with the terms and conditions of such agreements.

(x) “Conditions Precedent” have the meanings set forth in Section 6.1 and Section 7.1, respectively, below.

(xi) “County’s Knowledge” shall mean the actual knowledge without independent investigation undertaken because of this transaction of its County Executive, Director of Public Services, or the Interim Deputy Director of the Department of Public Services Environmental Services Group, including executive management level decision-making staff members.

(xii) “DUWA Service Contract” means the October 2016 service agreement attached hereto as Schedule H.

(xiii) “Effective Date” means the date this Agreement is executed by the County Executive after approval by the Wayne County Commission.

(xiv) “Encumbrances” means any (a) liens for Taxes (as defined below) not yet due and payable or for Taxes that the taxpayer is contesting in good faith through appropriate proceedings, (b) security interests securing rental payments under capital or equipment lease arrangements or similar liens arising in the ordinary course of business related to the operation and maintenance of the DSDS or the Assets and (c) defects in title and adverse claims.

(xv) “Environmental Requirements” means, with respect to the DSDS and the Assets, the items described on the attached Schedule I.

(xvi) “Excluded Assets” means any and all assets that belong to the County that the County has not identified within the attached Schedules to this Agreement, or by any other acknowledged writing as being an Asset of DSDS except as may be mutually agreed upon by the Parties in writing pursuant to Sections 3.2.B and Section 5.1.B, but, also, specifically excluding so-called pumping station #5, which, upon information and belief currently available to, the County and the Authority is the property of the Southgate-Wyandotte Relief Drains Drainage District (the “SWRDDD”), and which is located upon the grounds consisting of the Treatment Facility as depicted on the attached Schedule A.

(xvii) “Excluded Liabilities” means (a) any obligations or liabilities of the County for its acts of gross negligence or malfeasance for which it has sole liability, as determined by a non-appealable, final decree of a court of competent jurisdiction, arising from the County's ownership, operation, or administration of the DSDS or the Assets which occurred any time prior to or after the Closing Date, to the extent that any such obligations or liabilities relating to any of the foregoing cannot be passed through to the Communities or any customer served by the DSDS under Applicable Laws as part of the costs of operations, maintaining or administering the DSDS or the Assets; (b) any pension, retirement benefit or health care benefits or similar legacy costs owed by the County to any employee or retiree of the County; (c) any costs to be borne by the County under this Agreement; and (d) any obligations or liabilities for which the County is responsible under the Shared Services Agreement (as defined below), or under any Community Agreement or arrangement related to the SWRDDD or the Ecorse Creek Pollution Abatement Drain No. 1 Drainage District (“ECPAD”), to the extent the County continues to be a party to such contracts or arrangements after consummation of the transaction contemplated by this Agreement and (e) County employee liabilities for unemployment, workers compensation or employment related claims.

(xviii) “Former DSDS Service Contract” means the Downriver Sewage Disposal System Contract, dated March 1, 1962, by and between the County of Wayne, a Michigan county corporation, of the first part, 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, Township of Taylor, Township of Dearborn, Township of Romulus, Township of Van Buren and Township of Brownstown as referenced on Schedule W.

(xix) “Indemnified Party” has the meaning set forth in Section 14.1.D.

(xx) “Judgment Levy Bonds” means the Judgment Levy Bonds, as identified in the attached Schedule J, which are issued under a March 15, 1994 Downriver Sewage Disposal System 1994 Financing Plan and Final Judgment (“Final Judgment”), entered by the U.S. District Court, Eastern District of Michigan, Southern Division (the “Court”), United States of America, et. al. v Wayne County, et. al. Case No. 87-70992, as supplemented with respect to each series of Judgment Levy Bonds (“Supplements”), and as amended by a Stipulated Amendment to Financing Plan and Final Judgment (“Amended Final Judgment”), entered by the Court on December 5, 2017 (the Final Judgment, Supplements and Amended Final Judgment are collectively herein after referred to as the “Judgment”), and which shall remain subject to the Judgment as provided in Section 8.1.A(ii).

(xxi) “Litigation” means the legal proceedings identified on the attached Schedule E.

(xxii) “Losses” means all actions, suits, proceedings, hearing, investigations, charges, complaints, claims, demands, injunctions, judgments, orders, decrees, rulings, damages, dues, penalties, fines, costs, amounts paid in settlement, liabilities, obligations, taxes, liens, losses, expenses and fees, including court costs, expert witness fees and reasonable attorneys' fees and expenses.

(xxiii) “Material” or “Materially” means, depending on the context, any condition, change or effect that, individually or when taken together with all other such conditions, (a) is or is reasonably likely to be significantly adverse to the condition or value of the DSDS or the Assets, (b) will or is reasonably likely to prevent the consummation of the transactions contemplated hereby or the validity of this Agreement or defeat the purpose of this Agreement, or (c) if such change or condition had occurred before the execution of this Agreement is of such a nature that it would have induced a Party not to enter into this Agreement.

(xxiv) “Person” means an individual, a partnership, a corporation, a limited liability company, an association, a joint stock company, a trust, a joint venture, an unincorporated organization or a governmental entity.

(xxv) “Prudent Utility Practices” means those practices, methods, techniques, standards and acts engaged in or approved by a significant portion of the regulated sewer utility industry in the United States or any of the practices, methods, techniques, standards and acts which, in the exercise of reasonable judgment in light of the facts known (or which a qualified and prudent operator could reasonably be expected to have known) at the time a decision is made, would have been expected to accomplish a desired result at a reasonable cost consistent with good business practices, reliability, safety and expedition, in each case related to the operation, maintenance and improvement of similar systems at utility facilities of the same or similar size and type as the DSDS.

(xxvi) “Quit Claim Deed” has the meaning set forth in Section 8.1.A (iii).

(xxvii) "Revenue Bonds" means the Revenue Bonds, as identified in the attached Schedule K, which the Authority shall defease or assume as provided under Section 8.1.A(i)(c) below.

(xxviii) "Shared Services Agreement" shall mean that negotiated and mutually agreeable contract in which the Authority and County shall provide services to one another with respect to tasks and activities to be accomplished after transfer of the DSDS and the Assets.

(xxix) "Taxes" means all federal, state and local income taxes required to have been withheld and paid in connection with amounts paid or owing to any employee of the County, or any person, for services provided to the County in connection with the operation, maintenance or administration of the DSDS or the Assets and include interest and penalties related thereto.

(xxx) "Tax Returns" means any return or other document or information required to be filed with or submitted to any governmental authority in connection with the assessment, collection or payment of Taxes.

### ARTICLE III.

**3.1 Conveyance and Transfer Payment.** In consideration of delivery by the Authority of the Transfer Payment to the County, the County hereby agrees to transfer and convey all of its rights, title and interests in and to the DSDS and the Assets to the Authority, and the Authority agrees to deliver to the County the Transfer Payment in consideration of transfer and conveyance by the County of the DSDS and the Assets to the Authority. The Transfer Payment shall be delivered, the Revenue Bonds shall be defeased or assumed and the Assumed Liabilities shall be assumed at Closing.

### 3.2 Inspections

A. **The Authority's Access.** Prior to the date of this Agreement, the Authority and its representatives have had an opportunity to make a full business, operational, financial, accounting, and legal investigation of the County's affairs related to the operation, maintenance and administration of the DSDS, the Assets and the Assumed Liabilities, including the Interceptors. By execution of this Agreement, the Authority confirms that it is satisfied with all such due diligence and investigation, and is satisfied with the condition and state of the Assets, the DSDS and Assumed Liabilities, and waives any objections thereto at the time of the Closing.

B. **Cooperation.** To facilitate the Authority's investigation of the DSDS, the Assets and the Assumed Liabilities as provided under Section 3.2.A above, the County has provided to the Authority certain information regarding the DSDS, the Assets and the Assumed Liabilities that the County deems to be Material, which information is disclosed in the various Schedules attached to this Agreement and which are hereby incorporated. The Parties acknowledge and agree that the Schedules may need to be updated and revised as appropriate between the date of this Agreement and the Closing Date, and the County agrees to do so based upon reasonable

requests made by the Authority or upon discovery by the County that information set forth in a Schedule needs to be deleted or added. In that event, an affected Schedule shall be modified as necessary by amendment prior to the Closing Date and such amendment shall be substituted for the relevant Schedule. The County has provided and shall provide said information on a good-faith basis for purposes of disclosure, and such information has been compiled and derived from the best available sources and are believed by the County to be reasonably complete and accurate, provided that disclosure of such information is not intended to be, and does not under this Agreement constitute a representation or warranty of completeness or accuracy. In providing such cooperation to the Authority, the Authority shall not be entitled to rely upon disclosure of information by the County under this Agreement or otherwise or upon any cooperation, representation or warranty of the County, if any, except as provided in Article X.

#### ARTICLE IV

##### **4.1 The County's Pre-Closing Conduct.**

A. **Operation of DSDS.** After the execution of this Agreement and until the Closing, the County shall operate and administer the DSDS and the Assets in the ordinary course consistent with past policies, practices and methods, without any Material change, preserve the DSDS and Assets intact, and not remove any Material components of the DSDS or the Assets from their locations as currently situated, except upon the prior written consent of the Authority. The foregoing notwithstanding, the County may adopt new policies, practices or methods as mandated by Applicable Laws or as it deems to be appropriate under Prudent Utility Practices, and no consent or approval shall be required for such relocation of any such component of the DSDS or the Assets if the relocation is temporary, in the normal course, required by Applicable Laws or is consistent with Prudent Utility Practices, provided however, that the County shall provide ten (10) days prior written notice to the Authority of such relocation.

B. **New DUWA Service Contract.** The Parties acknowledge that the Authority has entered into a DUWA Service Contract, dated October 13, 2016, with 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 City of Dearborn Heights, the City of Romulus, the City of Riverview, the Charter Township of Van Buren and the Charter Township of Brownstown (each are herein referred to as a Community and collectively as the ("Communities")) attached as Schedule H, pursuant to which the Authority would assume responsibilities and functions regarding the overall management of the DSDS and the Assets upon consummation of this Agreement. The County shall continue to perform its responsibilities under the Former DSDS Service Contract through the Closing.

C. **Negative Covenants.** Without limitation of the foregoing, after the execution of this Agreement and until the Closing, except as required by Applicable Laws or is consistent with Prudent Utility Practices, the County shall not, without the prior written notice to the Authority (i) enter into any new contracts lasting more than six (6) months; or (ii) assume any debt or enter into any contracts exceeding \$200,000 in the aggregate; or (iii) amend any existing contracts to (a) extend their term and such extension is longer than six (6) months; or

(b) increase the maximum compensation under the contract and the increase is greater than \$200,000; or (iv) alter the physical content or character of any component of the DSDS or the Assets so as to affect the fundamental utility or value of same, or otherwise take action or refrain from taking action that would result in any Material change in the status of the Assumed Liabilities. In the event the consent of the Authority is required, such consent shall not be unreasonably withheld or delayed.

**4.2 Election to Assume Contracts/Termination of Contracts.**

A. **Termination/Assignment of Contracts.** Not later than ninety (90) days prior to Closing, the Authority shall notify the County in writing which of the Contracts identified on Schedule L that the Authority elects to have assigned by the County and assumed by the Authority. The County may in its sole discretion terminate those Contracts the Authority elects not to have assigned by the County and assumed by the Authority.

B. **Mandatory Assumption of Contracts.** Not later than ninety (90) days prior to Closing, the County shall notify the Authority in writing which Contracts listed on Schedule L-1 that the County shall assign to the Authority and the Authority shall be required to assume at Closing.

C. **County's Satisfaction.** Not later than ninety (90) days prior to Closing the Authority shall demonstrate to the County's satisfaction that the items listed on the attached Schedule M have been completed.

**ARTICLE V.**

**5.1 Post-Closing Conduct.**

A. **Further Assurances.**

(i) **County Assurances.** The County shall cooperate with the Authority with the conveyance of the DSDS and the Assets, and assumption of the Assumed Liabilities, and under this Agreement and shall take all other reasonable actions to assure that the DSDS and the Assets are transferred to, and the Assumed Liabilities assumed by, the Authority in accordance with the terms of this Agreement. From time to time after the Closing Date, the County shall, at the request of the Authority, execute and deliver all additional conveyances, transfers, documents, instruments, assignments, applications, certifications, papers, and other assurances that the Authority reasonably requests as necessary or desirable to effectively carry out the intent of this Agreement and to transfer the DSDS and the Assets to the Authority and its assumption of the Assumed Liabilities.

(ii) **Authority Assurances.** The Authority shall not take any action which would impair the tax exempt status of interest on the Judgment Levy Bonds.

B. **General Assumption by the Authority.** Consistent with the assumption of the Assumed Liabilities by the Authority, the Authority shall assume, accept and become liable for

all other lawful obligations, promises, covenants, contracts and commitments and other requirements of the County in respect of the ownership, management, operation and administration of the DSDS and the Assets, whether known or unknown, contingent or matured, and shall perform all of the related duties and obligations, and shall be entitled to all of the rights and obligations of the County in respect of the DSDS and the Assets under any ordinances, agreements or other instruments and under law. Consistent with this Section 5.1.B, this assumption by the Authority includes the transfer to the Authority of all licenses, permits, approvals or awards related to the DSDS and the Assets, all grant agreements, all grant pre-applications, the right to receive the balance of any funds payable by third parties under any agreements related to the DSDS or the Assets, the right to receive any amounts payable by third parties to the County as of the Closing Date related to the DSDS or the Assets and such amounts paid to the County after the Closing Date related to the DSDS or the Assets, as well as the benefit of contracts and agreements related to the DSDS or the Assets, and all of the County's duties, liabilities, responsibilities and obligations with respect to the DSDS and the Assets and the Assumed Liabilities, except with respect to the Excluded Assets and Excluded Liabilities.

C. **Authority's Covenants to Operate DSDS.** The Authority agrees to operate the DSDS and the Assets for the purpose of furnishing sewage transport, treatment and disposal services to the public in accordance with Applicable Laws and Prudent Utility Practices, so as to provide such services to its customers in the same or an improved manner as was provided by the County immediately prior to the Closing Date.

## ARTICLE VI

### 6.1 Conditions Precedent to the Authority's Obligation to Close.

A. **Conditions Precedent to the Authority's Obligation.** The Authority's obligation to consummate the transactions contemplated by this Agreement is subject to the fulfillment (or waiver by the Authority) before or at the Closing Date of each of the following conditions:

(i) **Accuracy of Representations and Warranties.** The representations and warranties of the County, if any, contained in this Agreement and all Closing Documents to which it is a Party, shall be true and correct in all Material respects.

(ii) **Performance of Covenants.** The County shall have in all Material respects performed all covenants, agreements, and conditions that this Agreement and all Closing Documents require it to perform.

(iii) **Instruments of Transfer.** The County shall have executed and delivered to the Authority the Closing Documents to which the County is a Party.

(iv) **Permits.** The Authority shall have received all permits, certificates, licenses and authorizations that in the Authority's opinion are necessary to operate DSDS and the Assets upon Closing, on conditions acceptable to the Authority including, but not limited to, the issuance of a National Pollutant Discharge Elimination System ("NPDES") Permit (the

“NPDES Permit”) related to the DSDS and the Assets and authority to operate the Industrial Pretreatment Program (the “IPP”) as required by the NPDES Permit, in the name of the Authority only, in substantially the same manner and fashion as operated by the County immediately prior thereto, including, without limitation, as a condition thereof, review and approval of sewer use regulations or ordinances adopted by the Authority and determination by the Michigan Department of Environmental Quality (“MDEQ”) that policies and procedures are consistent with such regulations or ordinance, and any other MDEQ requirements. The Authority shall apply for and diligently seek issuance of said Permits. The County shall not contest any NPDES Permit proposed by MDEQ for issuance unless such contest is first approved by the Authority. The County agrees that the Authority may oppose or contest any proposed NPDES Permits on the County's behalf.

(v) **MDEQ and Michigan Finance Authority (“MFA”) Authorization/State of Michigan Revolving Fund (“SRF”) Loans and SRF Capital Improvement Projects (“SRF Projects”)**. The Authority shall have received all authorizations and approvals required by MDEQ and/or MFA to administer all SRF loans and projects as evidenced by the Judgment Levy Bonds identified on the attached Schedule J and the Revenue Bonds identified on the attached Schedule K.

(vi) **No Casualty**. Before the Closing Date, no uninsured occurrence of casualty, or non-budgeted liability outside of the normal course, in excess of Three Million Dollars (\$3,000,000), shall have taken place respecting the DSDS or the Assets or the Assumed Liabilities. The Authority may waive this condition prior to closing.

(vii) **Certificate Regarding Conditions Precedent**. The Authority shall have received a certificate from the County certifying that all of the conditions under Section 7.1.A of this Agreement have been satisfied or waived by the County.

(viii) **No Material Litigation or Claims**. No proceeding or investigation shall have been instituted before or by any court or governmental body and no Claim or litigation shall have been filed by any person against the County or by the County under any insurance policy (a) to restrain or prevent the carrying out of the transactions contemplated by this Agreement or (b) that might affect the Authority's right to own, operate, maintain or administer the DSDS or the Assets, or assume the Assumed Liabilities, after the Closing in a manner or to an extent Materially different than done by the County prior to the Closing.

(ix) **Approvals**. The Authority shall have obtained, in writing, all consents, approvals and authorizations necessary to consummate or to facilitate consummation of this Agreement and any related transactions, including, without limitations, all consents and approvals required by the Judgment Levy Bonds for the transfer of the Assets contemplated by this Agreement.

(x) **Other Documents and Instruments**. The Authority shall have received all other documents and instruments reasonably necessary for Closing, including but not limited to acceptable Title Commitments for insurance of an owner's policy of title insurance issued from a title insurance company of the Authority's choosing, naming the Authority as the insured.

(xi) **Municipal Resolutions.** Not later than sixty (60) days prior to the Closing, the Authority shall have obtained approval by resolution from not less than sixty-six percent (66%) by weighted voting of the Municipalities as set forth in Exhibit 1 of the DUWA Articles of Incorporation as amended.

(xii) **Payments by Communities.** Each Community shall be current in its payment obligations to the County under the Former DSDS Service Contract as of the Closing, provided the Authority, at its sole option, may waive this condition, and upon doing so releases the County from any obligation to collect such delinquent payments, provided further, that the Parties acknowledge their agreement with the City of Allen Park (“Allen Park”) to credit Allen Park with Three Million Dollars (\$3,000,000) for overpayments made to County resulting from over reporting of base flow amounts attributable to Allen Park. Said amount shall be credited to Allen Park in the amount of Five Hundred Thousand Dollars (\$500,000) each year over a six (6) year period with the initial Five Hundred Thousand Dollars (\$500,000) credit to be made by the County for its fiscal year beginning July 1, 2017 to be realized in the form of a credit and thereafter as approved by the Authority. To the extent permitted by law, the County and the Authority each hereby indemnify and hold harmless the other with regards to their respective obligations to provide said credit to Allen Park.

(xiii) **Legal Authority.** The County shall provide the Authority with a legal opinion from the County’s legal counsel confirming the legal and statutory authority of the County to transfer and convey the DSDS, the Assets and the Assumed Liabilities, and that the Closing Documents to which the County is a Party are valid and binding obligations of the County enforceable in accordance with their terms.

(xiv) **Diligence.** The Authority shall use reasonable efforts to cause all conditions within its control that are set forth in this Article VI to be satisfied or waived as promptly as practicable under the circumstances.

(xv) **Terms of Assumption or Defeasance of Revenue Bonds.** The Authority shall be satisfied with the terms and conditions upon which the Revenue Bonds will be defeased or assumed by the Authority and the Authority's ability to issue debt and otherwise obtain future financing for the operations, maintenance and administration of the DSDS and the Assets in a manner and to an extent not Materially different than with past practices and standards. The Authority’s determination may include requiring receipt of written approval of the Michigan Department of Treasury (“Treasury”), the MFA and any other holders of the Bonds, and the MDEQ for the Authority to defease or assume the Revenue Bonds and to obtain financing for all such purposes.

ARTICLE VII.

7.1 Conditions Precedent to the County's Obligation To Close.

A. **Conditions Precedent to the County's Obligation.** The County's obligation to consummate the transactions contemplated by this Agreement are subject to the fulfillment (or waiver by the County) before or as of the Closing Date of each of the following conditions:

(i) **Accuracy of Representations and Warranties.** The Authority's representations and warranties contained in this Agreement and all Closing Documents shall be true and correct in all Material respects.

(ii) **Performance of Covenants.** The Authority shall have in all Material respects performed with all the covenants, agreements, and conditions that this Agreement and all Closing Documents require it to perform.

(iii) **Instruments of Transfer.** The Authority shall have executed and delivered to the County the Closing Documents to which it is a Party.

(iv) **Certificate Regarding Conditions Precedent.** The County shall have received a certificate from the Authority certifying that all conditions under Article VI have been satisfied or waived by the Authority.

(v) **Financing and Approvals.** The Authority shall have secured all necessary financing and all required consents, approvals and authorizations shall have been obtained for delivery of the Transfer Payment, including assumption of the Assumed Liabilities.

(vi) **Legal Authority.** The Authority shall provide the County with a legal opinion from the Authority's legal counsel and/or bond counsel, as appropriate, confirming (a) the legal and statutory authority of the Authority to purchase the DSDS and the Assets and to assume the Assumed Liabilities, and that this Agreement and the Closing Documents to which it is a Party are valid and binding obligations of the Authority, enforceable in accordance with their terms, (b) that the Authority has the necessary legal power and authority to (i) enter into or assume the Community Agreements as contemplated pursuant to Section 2.1(ix), and (ii) assume the Contracts listed on Schedule L which the Authority elects to have assigned by the County pursuant to Section 4.2.A and those Contracts identified on Schedule L-1 which the Authority is required to assume pursuant to Section 4.2.B, (c) that the voting threshold set forth under Section 6.1.A (xi) satisfy the requirements of DUWA's authorizing statute, charter or organizational documents; (d) that the transfer of the Assets and the Authority's assumption of the Revenue Bonds pursuant to this Agreement, will not, in and of themselves, materially impair the tax-exempt status of the interest on the Revenue Bonds.; and (e) that the Subordinated Bond is a valid and binding obligation of the Authority enforceable in accordance with its terms. The County shall have received a legal opinion of the County's bond counsel to the effect that the transfer of the Assets from the County to the Authority pursuant to this

Agreement will not, in and of itself, materially impair the tax-exempt status of the interest on the Judgment Levy Bonds.

(vii) **Insurance.** The Authority shall present evidence to the County that the Authority has in place insurance policies substantially equivalent in coverage and limits to those listed in Schedule N.

(viii) **Terms of Continuation, Assumption or Defeasance of Revenue Bonds.** The County shall be satisfied (a) with the terms and conditions upon which the Judgment Levy Bonds will remain outstanding and the Revenue Bonds will be defeased or assumed by the Authority and (b) with the Authority's ability to issue debt and otherwise obtain future financing for the operations, maintenance and administration of the DSDS and the Assets in a manner and to an extent not Materially different than with past practices and standards. The County's determination may include requiring receipt of written approval of Treasury, the MFA, any other holders of the Bonds and the MDEQ for the Authority to defease or assume the Revenue Bonds and to obtain financing for all such purposes.

(ix) **Diligence.** The County will use reasonable efforts to cause all conditions within its control that are set forth in this Article VII to be satisfied or waived as promptly as practicable under the circumstances.

(x) **Permits.** The County shall be satisfied that the Authority has received the NPDES Permit and authority to operate the IPP, and all other permits, certificates, licenses and authorizations that in the County's opinion are necessary to operate DSDS and the Assets upon Closing, on conditions acceptable to the County, in substantially the same manner and fashion as operated by the County immediately prior thereto, including, without limitation, as a condition thereof, review and approval of sewer use regulations or ordinances adopted by the Authority and determination by the MDEQ that policies and procedures are consistent with such regulations or ordinance, and any other MDEQ requirements, including, but not limited to, the issuance of the NPDES Permit related to the DSDS and the Assets and operation of the IPP as required by the NPDES Permit in the name of the Authority.

(xi) **MDEQ/MFA Authorization/SRF Loans and SRF Projects.** The County shall be satisfied that the Authority has received all authorization and approvals required by MDEQ and/or MFA to administer all SRF loans and projects as evidenced by the Judgment Levy Bonds, identified on the attached Schedule J and the Revenue Bonds identified on the attached Schedule K.

(xii) **Public Health, Welfare and Safety.** The County shall be satisfied, in its sole discretion, that (a) immediately upon Closing, the SWRDDD and the ECPAD, respectively, can and will be operated, maintained and administered in a manner necessary for public health, welfare and safety, pursuant to Community Agreements such as those contemplated by Section 2.1(ix), and (b) DUWA is prepared, directly or through a third-party provider, to perform the day-to-day operations, maintenance and administration of the DSDS necessary for public health, welfare and safety.

(xiii) **Assignment and Assumption of Contracts.** The Authority shall accept and assume in writing those Contracts it elects to assume pursuant to Section 4.2.A and those Contracts it is required to assume pursuant to Section 4.2.B, and can and will perform the duties and responsibilities as administrator of the SRF loans and projects as contemplated by Section 7.1.A(xi).

(xiv) **Tasks to Be Completed by Closing.** The County is satisfied the tasks set forth on the attached Schedule O have been completed.

(xv) **Judgment Levy Bonds Debt Service Payments.** The County shall be satisfied that the funds on hand in the debt retirement and reserve funds for the Judgment Levy Bonds, together with procedures established for collection of tax levy revenues from the Communities, will be sufficient to timely pay all principal of and interest on the Judgment Levy Bonds as the same shall become due.

(xvi) **Approvals.** The County shall have obtained, in writing, all consents, approvals, authorizations necessary to consummate or to facilitate consummation of this Agreement and any related transaction, including, without limitation, all consents and approvals required by the Judgment Levy Bonds for the transfer of the Assets contemplated by this Agreement.

(xvii) **Other Documents and Instruments.** The County shall have received all other documents and instruments reasonably necessary to close the transaction.

## ARTICLE VIII.

### 8.1 Closing Matters.

A. **Transfer Payment.** At Closing, the following shall occur:

- (i) The Authority shall deliver the Transfer Payment as follows:
  - (a) the sum of Fifty-Four Million Dollars (\$54,000,000) pursuant to wire transfer instructions provided by the County;
  - (b) additionally, the Authority shall execute and deliver to the County as a bondholder the Subordinated Bond in the amount of Three Million Five Hundred Thousand Dollars (\$3,500,000), substantially in the form attached to this Agreement as Schedule P (the "Subordinated Bond"); and
  - (c) additionally, the Authority shall assume or defease the Revenue Bonds to the effect that the County is completely discharged and released from any and all obligations for payment on the Revenue Bonds as of the Closing Date.

(ii) Other than any Judgment Levy Bonds that the Parties agree shall be defeased, the Judgment Levy Bonds shall remain outstanding. With respect to any outstanding Judgment Levy Bonds, the Parties shall abide by and comply with the terms and conditions of the Judgment (a specimen of the Amended Final Judgment is attached as Schedule Q), and hereby affirm that notwithstanding the transfer of the DSDS and the Assets as contemplated by this Agreement:

- (a) Notwithstanding whatever rights the County has to enforce payments under the Judgment directly, the Judgment remains unchanged, in full force and effect and binding upon the Communities with all liabilities issued thereunder or arising in connection therewith; and
- (b) The obligations of the Communities to make judgment payments and to levy judgment payments remain unabridged and valid and enforceable; and
- (c) The judgment debt related to the Judgment Levy Bonds is the ultimate liability of the Communities, and after Closing, shall remain payable primarily from the judgment payments payable by the Communities; and
- (d) Each Community's obligation to pay its share of the underlying judgment payments is preserved and is not intended to be, and shall not be, affected or superseded by this Agreement and shall survive consummation of this Agreement; and
- (e) In the event any Community does not make its judgment payment, the Authority shall use its authority and power under Public Act 233, Public Acts of Michigan, 1955, as amended, to levy a supplemental charge against any default by any Community and remit all collected funds to the County for payment of the judgment debt; this obligation shall in no way be read to limit the County's rights to enforce payments under the Judgment directly, provided however that the County's right to enforcement shall not result in excess recovery as a result of the remittance of the Authority as contemplated by this subparagraph.

(iii) The County shall transfer and convey the Assets, other than the Real Property Interests, to the Authority and the Authority shall assume the Assumed Liabilities, pursuant to a Bill of Sale and Assignment and Assumption Agreement, substantially in the form attached as Schedule R, which shall completely discharge and release the County from any and all obligations for payment of the Revenue Bonds. The County shall transfer and convey the Real Property Interests to the Authority, including easements for Assets located upon or under land owned by the County, by Quit Claim Deed, substantially in the form attached as Schedule S. The Assets shall be conveyed on an "as-is, where-is" basis, that is, in their present state and condition as of the Closing and without any warranty from the County, subject to the Encumbrances; if any.

(iv) The Authority and the County, respectively, shall execute and deliver the Closing Documents to which it is a Party, together with such other documents and instruments as may be necessary or appropriate to consummate the transaction contemplated by the Agreement.

(v) The Authority shall deliver evidence to the County that the Authority has in place policies of insurance for the types of coverage with limits substantially equivalent in coverage and limits to those set forth in Schedule N.

**B. Closing Date.** The consummation of this transaction, with the exception for the documents described in Section 5.1.A. (the "Closing") shall take place on August 1, 2018, at a time and location mutually agreeable to the County and the Authority, provided that the County and the Authority may, by mutual agreement, extend the Closing, but only for one time only, until September 28, 2018 (the "Closing Date"). Either party may request such extension in writing delivered to the other Party by not later than August 1, 2018. The Party receiving such written request shall notify the other Party of its decision to extend the Closing, or not, by not later than September 28, 2018. Absent mutual agreement between the County and the Authority, the Closing Date shall not be further extended. All documents related to the consummation of this transaction shall be executed and delivered at the Closing and shall be deemed to have occurred simultaneously, and no aspect of the transaction shall be deemed to have occurred and no document shall be deemed to have been executed or delivered unless all Closing Documents, as set forth in Schedule F, have been executed and delivered. For the purposes of this Agreement, the term Business Day means a day other than a Saturday or Sunday on which banks are generally open for business in Michigan.

**C. Closing Expenses.** Payments due for any applicable documentary stamp taxes or other like reasonable charges, if any, on or in connection with the County's conveyance and transfer of the DSDS and the Assets to the Authority, are not the obligation of the County, and shall be paid from DSDS revenues.

**D. Routine Expenses.** Routine DSDS operating charges incurred in the ordinary course (such as electricity, gas, water, sewer, telephone, refuse collection, and other services) shall be paid from DSDS revenues by the County through the date of Closing. The Authority shall assume responsibility for payment of all DSDS operating charges DSDS revenues from after the date of Closing.

**ARTICLE IX.**

**9.1 Termination.**

A. **Termination for Failure to Close.** Regardless of any Default (as defined below) on the part of the Authority, this Agreement shall be terminated by the County, by written notice to the Authority, if the transaction contemplated by this Agreement is not Closed within ninety (90) days following the date the Authority secures financing satisfactory to pay the Transfer Payment, but in no event later than July 1, 2018, subject to extension as provided in Section 8.1.B.

B. **Termination of the Former DSIDS Service Contract.** The Parties acknowledge that the Former DSIDS Service Contract shall be deemed terminated as of the Closing Date, and shall cooperate in securing a written release and waiver, in form mutually agreeable to the County and the Authority, signed by the Communities pursuant to which each Community shall (i) release and waive all Claims against the County arising out of the ownership, operation, maintenance and administration of the DSIDS and the condition of the DSIDS and the Assets prior to and after Closing, (ii) release and waive all such Claims against the Authority based upon events or occurrences arising on or before the Closing and (iii) acknowledge County's right to enforce the payments in accordance with the terms of the Judgment directly, notwithstanding the transfer of the DSIDS and the Assets. In the event less than all municipalities provide such waivers and releases, the County may elect to proceed to Closing in accordance with the other terms and provisions of this Agreement or, by notice to the Authority, to elect to terminate this Agreement.

**ARTICLE X.**

**10.1 The County's Representations and Warranties.** To the County's Knowledge, the County represents and warrants to the Authority as follows as of the date of the Agreement and as of the Closing Date.

A. **Organization and Standing.** The County is a political subdivision of the State of Michigan duly organized and existing under the laws of the State of Michigan, with requisite power and authority to (i) enter into this Agreement and the Closing Documents to which it is a Party; (ii) convey the DSIDS and the Assets to the Authority in accordance with this Agreement, and that the County has duly authorized and approved the execution and delivery of this Agreement and the performance by the County of its obligations under this Agreement.

B. **Authorization.** This Agreement is, and, when executed and delivered by the County, each of the Closing Documents to which it is a Party, will be valid and binding obligations of the County, except enforcement as may be limited by bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium, or similar laws relating to the enforcement of creditors' rights and by general principles of equity, including those related to equitable subordination. To the County's Knowledge, it is the owner of the Assets, and has no reason to believe that the System is not located within governmental rights of way, but is transferring its

interests therein without assurances of same and without warranty of title and in "as-is where-is" condition.

C. **Existing Agreements and Governmental Approvals.** The execution, delivery, and performance of this Agreement and the Closing Documents to which the County is a Party, and the consummation of the transactions contemplated by them: (a) do not and will not violate any provisions of Applicable Laws to the DSDS, the Assets or the Assumed Liabilities; (b) do not and will not conflict with, result in the breach or termination of any provision of, or constitute a default under (in each case whether with or without the giving of notice or the lapse of time or both) any instrument, contract, or agreement or any order, judgment, arbitration award, or decree to which any of the County is a Party or by which any of them are bound; and (c) do not and will not result in the creation of any Encumbrance on any part of the DSDS or the Assets.

D. **Litigation and Claims.** It has not instituted any Litigation or proceeding, and, except as disclosed in Schedule E, there are no Claims, or Litigation, pending or threatened, or any judgment against the County, which would Materially affect any of its ownership, operation, maintenance or administration of the DSDS or the Assets or its ability to transfer the DSDS or the Assets to the Authority as contemplated by this Agreement, or that would affect the Assumed Liabilities.

E. **Permits and Licenses.** It has disclosed in the attached Schedule T a list of permits, certificates and licenses which the County regards to be Material to carry on and conduct the operations and maintenance and administration of the DSDS and the Assets and to own, lease, use, and operate the components and facilities comprising the DSDS and the Assets at the places and in the manner in which same is being conducted.

F. **Financial Statements.** It has delivered to the Authority the most recent fiscal year audited Financial Statements attached as Schedule D, and the County shall deliver, within 30 days of Closing, the following financial information:

- (i) An accurate, complete and detailed trial balance from October 1, 2017 through the closing date
- (ii) General ledger detail for the period from October 1, 2017 through the closing date. All known receivables and payables shall be reflected.
- (iii) Balance sheet support as follows:
  - (a) Support showing proof that final cash balances are complete and accurate (i.e. Bank and investment reconciliations as of the closing date open item)
  - (b) Accounts receivable subsidiary ledger, including amounts owed from Communities, along with a detailed aging report and support for amounts owed (billing worksheets or other documentation)

- (c) Prepaid asset schedule along with detailed invoice indicating billing period
- (d) Detailed inventory listing
- (e) Accounts payable subsidiary ledger including copies of invoices
- (f) Other liability account detail
- (g) Capital asset schedules and related depreciation schedules
- (h) Reserve balance schedules indicating activity from October 1, 2017 through to the closing date
- (iv) The County shall provide a schedule, by month, of the revenues of the system, broken down by Community and other payers from October 1, 2017 to the date of closing
- (v) The County shall provide a check register by month with vendor payments and invoice numbers.
- (vi) Industrial pre-treatment program billing history for the past 3 fiscal years (FY's 15, 16, and 17) and current year portion year to date (from October 1, 2017 to the closing date).
- (vii) All schedules and templates necessary to prepare the annual rate package
- (viii) Templates for the self-reporting of flows by the Communities
- (ix) Schedules of system flow data by Community for the past 60 months.
- (x) Schedules of non-Judgment Levy Bond reserve cash accounts including activity for the past 24 months
- (xi) Schedules related to any SRF Projects that have not been fully drawn down, including all associated costs of such projects, detail of amounts drawdown, dates requested and dates the drawdowns were received. If there are any outstanding drawdown amounts at the time of closing, these balances will be accrued and payment will be made to DUWA rather than the County.

If subsequent to the Closing Date the County receives any payments in respect of any accounts receivable, accrued interest, refunds or reimbursements, fixed asset sale proceeds and like amounts that are reflected in or should have been reflected in the accounting records related to the DSOS, the funds will be remitted to DUWA.

The County will respond to reasonable requests for additional information necessary for DUWA to transition from the County's accounting system to DUWA's accounting system.

G. **Compliance.** To the County's Knowledge, the County has complied with its Ethnic Ordinance, being Chapter 40, Wayne County Ordinances, with respect to contracting requirements. Further, the County is in compliance with the terms of the LOI governing contract expenditures or extensions, transactions involving immediate family members, Material damage or loss affecting the operation of the DSDS or the Assets and the issuance of debt related to the DSDS or the Assets.

H. **Employee Benefit Plans.** Schedule U lists all plans, contracts, programs, and arrangements (including, but not limited to, collective bargaining agreements, pensions, bonuses, deferred compensation, retirement, severance, hospitalization, life insurance, disability, sick leave, salary continuation, vacation, holiday, and other benefit plans, programs, practices, understandings, or arrangements, whether written or unwritten) maintained currently by the County or under which the County has any obligations regarding an employee of the County that were applicable to employees at DSDS (the "Plans"), which Plans the County shall be responsible for compliance and funding through the Closing Date.

I. **Contracts.** The County has disclosed on the attached Schedule L those categories of open contracts related to the DSDS or the Assets. None of such contracts would interfere with the ability of the Authority to own, operate or administer the DSDS or the Assets as contemplated by this Agreement, all such contracts are in full force and effect without amendment (unless the amendments are clearly noted), and are valid and binding obligations of the parties thereto in accordance with their respective terms, subject to laws generally governing bankruptcy and the enforcement of creditors' rights.

J. **Receivables.** The receivables as shown in the Financial Statements are the result of transactions with Communities and any other customers served by the DSDS.

K. **Taxes.** The County is in compliance with all laws and regulations governing the reporting, filing, withholding, collection and payment of Taxes and Tax Returns, and has received no notice or claim, or threat of audit, from any taxing authority.

L. **Environmental Requirements.** To the County's Knowledge, the County has complied in all Material respects with all Environmental Requirements in connection with the ownership, operation and administration of the NPDES Permit, and has not received notice of any violation of any of the foregoing except as disclosed on Schedule I.

M. **Compliance with Laws.** For the past year, it has been in Material compliance with all Applicable Laws affecting the operation, maintenance and administration of the DSDS and the Assets.

N. **Sole Source Suppliers and Customers.** The County has disclosed in Schedule V Material contracts with suppliers or vendors of products or services related to the DSDS (other than legal or accounting services) with respect to which practical alternative sources of supply are not available on comparable terms and conditions, and the name and address of each supplier or vendor and the amount sold to the County year to date.

O. **No Brokers.** It has not engaged, and is not responsible for any payment to, any finder, broker, or consultant in connection with the transactions contemplated by this Agreement.

P. **Intellectual Property.** It does not have any Intellectual Property or any domain names that would be considered to be solely dedicated or used by DSDS.

Q. **Insurance.** Insurance policies covering the DSDS, the Assets and the Assumed Liabilities are described in Schedule N (which identifies the insurer and date of insurance), and are in full force and effect and paid in full. The County shall maintain such insurance until the Closing Date and in amounts the County deems sufficient with respect to the DSDS, the Assets and the Assumed Liabilities. Except as disclosed in Schedule E, (i) there are no disputes about insurance coverage under said policies with respect to the Assets or Assumed Liabilities, and (ii) the County has not been notified of any occurrence which would potentially be the basis for any Claim or Litigation under said policies with respect to the Assets or Assumed Liabilities. The County is not in default with respect to any provisions contained in any such insurance policies and has not failed to give any notice or present any Claim under any such insurance policies in due and timely fashion.

R. **Investment Intent.** The County is accepting the Subordinated Bond for its own account, for investment, and without any present intention to resell it. The County acknowledges and agrees that the Subordinated Bond has not and will not be registered under the Securities Act of 1933, as amended (Securities Act), or the Michigan Uniform Securities Act, as amended, and the County will not resell or otherwise transfer it.

S. **Accuracy of Representations and Warranties and Satisfaction of Conditions.** To the County's Knowledge, this Agreement and the Schedules do not contain any untrue statement of a Material fact, or omit to state a Material fact necessary to make the statements contained therein, in light of the circumstances in which they are made, misleading. The County will immediately advise the Authority in writing if the County becomes aware that (i) any of the County's representations or warranties are untrue or incorrect in any Material respect or (ii) the County becomes aware of the occurrence of any event or of any state of facts that results in any of the representations and warranties of the County being untrue or incorrect in any Material respect as if the County were then making them. The County will not take any action, or omit to take any action, that would result in any of the County's representations and warranties set forth in this Agreement to be untrue or incorrect in any Material respect as of the Closing Date.

T. **Disclaimer of Other Representations and Warranties.** Except as expressly provided in this Article X, the County does not intend and does not make any representation or warranty, express or implied, at law or in equity, in respect to any of the DSDS, the Assets or the

Assumed Liabilities, including, without limitation, with respect to merchantability or fitness for any particular purpose of the DSDS or the Assets, or as to the County's legal title to, or its right to occupy, any Real Property Interest, and any such other representations or warranties are hereby expressly disclaimed. The Authority hereby acknowledges and agrees that except as otherwise provided herein, the DSDS and the Assets are being transferred to the Authority on an "as-is, where-is" basis, that is, in their present state and condition as of the Closing and without any warranty.

## ARTICLE XI.

**11.1 The Authority's Representations and Warranties.** The Authority represents and warrants to the County that as of the date of this Agreement and as of the Closing Date:

A. **Organization and Standing.** The Authority is an authority incorporated under the provisions of Act 233, Public Acts of Michigan, 1955, as amended, is duly organized, validly existing, and in good standing under the laws of the State of Michigan, with full power and authority, among other things, to (i) enter into this Agreement, (ii) issue the Subordinated Bond, (iii) assume the Revenue Bonds, and (iv) accept from the County the conveyance and transfer of the DSDS and the Assets and to operate the DSDS as provided in this Agreement, and the Authority has duly authorized and approved the execution and delivery of and the performance by the Authority of its obligations contained in this Agreement and the agreements contemplated hereby, including, without limitations, the Closing Documents.

B. **Authorization.** This Agreement constitutes the valid and legal obligation of the Authority enforceable in accordance with its terms except that the enforceability thereof may be affected by bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other similar laws affecting creditors' rights generally, now existing or hereafter enacted, and by the application of general principles of equity, including those relating to equitable subordination.

C. **Noncontravention.** Neither the execution and the delivery of this Agreement, nor the consummation of the transactions contemplated hereby (including the assignments and assumptions referred to in Section 8.1 A above), will (i) violate any constitution, statute, regulation, rule, injunction, judgment, order, decree, ruling, charge or other restriction of any government, governmental agency or court order to which the Authority is subject nor (ii) conflict with, result in a breach of, constitute a default under, result in the acceleration of, or create in any party the right to accelerate, terminate, modify or cancel, or require any notice or approval under, any agreement, contract, lease, license, instrument or other arrangement to which the Authority is a party, or require the County to give any notice to, make any filing with, or obtain any authorization, consent or approval of, any government or governmental agency in order for the Parties to consummate the transactions contemplated by this Agreement (including the assignments, assumptions and consents referred to in Section 8.1 above).

**ARTICLE XII.**

**12.1 Hiring County Employees.** The Authority shall have no obligation to hire any of the County's employees, provided, however, that the Authority or any contractor or subcontractor engaged to operate and/or manage the DSDS, shall be free to negotiate with and hire any of the County's employees, and the County shall cooperate and encourage those employees to accept employment with the Authority. The County shall be responsible and liable for any salary, wages, bonuses, health care or medical benefits, commissions, accrued vacations, or sick-leave time; profit sharing or pension benefits; and any other compensation or benefits, as well as any actions or causes of action, including, but not limited to, unemployment compensation claims and worker's compensation claims and claims for race, age, gender identity, national origin, and sex discrimination and sexual harassment, that any of its employees assert resulting from actions and/or conduct of the County prior to the Closing Date and during the time that the County was the employer. The County shall further be responsible for all rights of the County's employees who are no longer County employees after the Closing Date who elect to continue their health insurance coverage under the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) after the Closing Date.

**ARTICLE XIII.**

**13.1 Post-Closing Receipts.** As of the Closing the County and the Authority shall establish a protocol for (i) immediately notifying and delivering to one another any payments or receipts and any invoices or statements either received with respect to any of the DSDS and the Assets, and (ii) accounting and reconciling any collections of receipts and disbursements made in payment of any invoices or statements, and pending reconciliation of receipts and disbursements, the receiving party will segregate such receipts and disbursements from its own assets and liabilities and will clearly mark or designate them as the property or responsibility of itself or the other party.

**ARTICLE XIV.**

**14.1 Indemnification.**

**A. Indemnification by the County.** To the extent allowed by law, the County shall defend, indemnify, and hold harmless the Authority and its officers, members, representatives, successors, and permitted assigns from and against any Losses (including reasonable legal and expert witness fees), and including any Losses arising from or in connection with a third-party claim, in connection with or resulting from the Excluded Liabilities and any Material breach of any representation or warranty of the County contained in this Agreement which survive the Closing. Except as hereinabove provided, the County shall not have any obligation to indemnify or hold harmless the Authority for any reason whatsoever respecting the ownership, operation, management or administration of the DSDS or the Assets or otherwise.

**B. Indemnification by the Authority.** To the extent allowed by law, the Authority shall defend, indemnify and hold harmless the County and its officers, members, representatives, successors, and permitted assigns from and against any Losses (including reasonable legal and expert witness fees), and including any Losses arising from or in connection with a third-party claim, in connection with or resulting from the Assumed Liabilities;

(i) any Material breach of any representation or warranty of the Authority contained in this Agreement;

(ii) any violation of any Environmental Requirements by the County or the Authority related to the DSDS or the Assets whether arising from facts existing prior to or subsequent to the Closing Date; and

(iii) any payment made by the County with respect to the Judgment Levy Bonds as a result of the loss of the tax exempt status of the Judgment Levy Bonds due to the conduct of the Authority.

**C. Waiver of Environmental Remedies.** From and after the date of this Agreement, the Authority waives any right, whether arising at law or in equity, to seek contribution, cost recovery, damages or any other recourse or remedy from the County, and hereby releases the County from any claim, demand or liability or Loss whatsoever, other than any Excluded Liabilities, with respect to the ownership, operation, management and administration of the DSDS or the Assets, including, without limitation, under any of the Environment Requirements, relating to the past, current or future facts and circumstances related to the DSDS or the Assets, including, further, without limitation, any such matter arising under any Applicable Laws. From and after the Closing Date, the Authority hereby unconditionally agrees to indemnify, defend and hold harmless the County from any and all liability, Loss, cost or expense with respect to any such Applicable Laws, other than any Excluded Liabilities (including any arising under any Applicable Laws).

**D. Indemnification Involving Third Parties.**

(i) If any third party shall notify any Party (the "Indemnified Party") with respect to any matter (a "Third-Party Claim") which may give rise to a claim for indemnification against any other Party (the "Indemnifying Party") under this Article XIV, then the Indemnified Party shall promptly (and in any event within five (5) business days after receiving notice of the Third Party Claim) notify each Indemnifying Party thereof in writing. Failure to give timely notice shall not bar either parties right to indemnification.

(ii) To the extent permitted by Applicable Laws, any Indemnifying Party will have the right at any time, but not the obligations, to assume and thereafter conduct the defense of the Third Party Claim with counsel of its choice reasonably satisfactory to the Indemnified Party; provided, however, that the Indemnifying Party will not consent to the entry of any judgment or enter into any settlement with respect to the Third-Party Claim without the prior written consent of the Indemnified Party (not to be withheld unreasonably) unless the judgment or proposed

settlement involves only the payment of money damages and does not impose an injunction or other equitable relief upon the Indemnified Party.

(iii) Unless and until an Indemnifying Party assumes the defense of the Third-Party Claim as provided in this Article XIV, however, the Indemnified Party may defend against the Third-Party Claim in any manner it reasonably may deem appropriate.

(iv) In no event will the Indemnified Party consent to the entry of any judgment or enter into any settlement with respect to the Third-Party Claim without the prior written consent of the Indemnifying Party (not to be withheld unreasonably).

E. **Funding of Indemnity Obligations.** Any liability to be paid by the Authority or the County under this Article XIV shall be funded from the revenues of the DSDS, and not from the County's general fund.

#### **ARTICLE XV.**

**15.1 Transaction Expenses.** Each Party shall be responsible for its own legal and professional fees associated with the transaction, although DSDS revenues shall be used for all such fees and expenses. The Authority and the County acknowledge that the development and implementation of the transaction will require the Authority and the County to engage a variety of professional service providers including bond counsel, financial and technical advisors, and attorneys. The Parties also acknowledge that the County will incur expenses and charges, whether incurred routinely or on extraordinary basis, in connection with the maintenance, operation and maintenance of the DSDS and Assets prior to Closing and in undertaking tasks and activities pursuant to Section 5.1.A after Closing, for which statements and invoices will not be delivered until at or after the Closing. The County and the Authority agree that each Party shall be entitled to access and utilize DSDS revenue/cash reserves for the purpose of compensating all professional and other service providers and contractors for work performed relative to the transaction. As of the Closing, the Authority and the County agree to establish an escrow account and a disbursement process by which the County is able to timely pay for fees and charges incurred for professional and other services. The escrow account shall not exceed the amount of One Million Five-Hundred Thousand Dollars (\$1,500,000). The County reimbursement under this Agreement shall not exceed the escrow amount. The escrow account shall be in the custody of the County and administered solely for the stated purposes. The escrow arrangement shall terminate six (6) months from the Closing at which time the County shall provide the Authority with a detailed accounting of disbursements made from the escrow account and shall remit to the Authority any unused funds remaining in the escrow account at that time.

#### **ARTICLE XVI.**

**16.1 Risk of Loss.** The County maintains insurance policies as identified in Schedule N, including one or more policies that name the Communities as additional insured parties

(the “Joint Policy”), and one or more policies that do not (the “Solo Policy”). As to any Joint Policy only, DUWA shall have the sole decision-making authority regarding the submission to the appropriate insurance carrier of any Claims or Litigation, as well as Claims for Loss to the DSDS or the Assets resulting from fire or other casualty or cause relating to the period of time immediately following transfer of the DSDS and the Assets. Any funds needed to resolve or Litigation or Claims for Loss shall be paid from DSDS reserves or from insurance proceeds. In no event shall the County’s general fund or insurance proceeds from any Solo Policy be made available for such purposes. As to any Solo Policy only, the County shall have sole decision-making authority regarding the submission to its insurance carrier of any Claims or Litigation, as well as Claims for Loss relating to the DSDS or the Assets resulting from fire or other casualty or cause relating to any period of time prior to the transfer of the DSDS and the Assets. As to such matters, the County’s right to submit such Claims, for Loss or damage to its insurance provider(s), shall survive the Closing. Any funds needed to resolve or settle Claims, Litigation or Losses shall, at the County’s sole option, be paid from DSDS revenues or from insurance proceeds to the extent available. To the extent the County elects not to submit Claims, to its insurance carrier, or insurance proceeds are not available to resolve or settle a matter, and the County makes payment from its general fund to do so, the County shall be entitled to reimbursement from DSDS revenues upon demand by the County to the Authority.

## ARTICLE XVII.

### 17.1 Termination.

- A. **By The Parties.** This Agreement may be terminated at any time before the Closing Date as follows:
- (i) By mutual consent of the Authority and the County.
  - (ii) By written notice from the Authority to the County if the County is in Default.
  - (iii) By written notice from the County to the Authority if the Authority is in Default.
  - (iv) By written notice from the Authority to the County if (a) any condition set forth in Section 6.1 is not satisfied or waived by Closing and (b) by written notice from the County to the Authority if any condition set forth in Section 7.1 is not satisfied by the Closing, including as to both (a) and (b), the terms and conditions under which the Authority would assume or defease the Revenue Bonds, and/or will issue debt to finance operations, maintenance and administration of the DSDS and the Assets, as contemplated under Section 8.1, including, also, without limitation, the Authority securing all necessary financing and all required consents for delivery of the Transfer Payment under Section 8.1.A (i).
  - (v) For the purposes of this Agreement, a Default shall mean a failure by a Party to perform any of its duties, obligations or covenants for the period of ten (10) days with respect to

any obligation to make payment of funds and thirty (30) days with respect to any non-monetary obligation; provided, that, either Party may extend the applicable grace period if satisfied that an extension is warranted due to the nature of the Default and the defaulting party is diligently taking steps to cure the Default.

(vi) By written notice from the Authority if the financing for delivery of the Transfer Payment is not acceptable to it.

(vii) By written notice from the Authority if the provisions of Section 6.1.A(xi) of this Agreement regarding Municipal Resolutions is not satisfied.

B. **Effect.** If terminated as provided in Section 17.1.A, this Agreement shall forthwith become void and have no further effect, except that no Party shall be relieved or released from any liabilities or damages arising out of the Party's default under this Agreement.

## ARTICLE XVIII.

### 18.1 Miscellaneous Provisions.

A. **Survival of Representations and Warranties.** The representations and warranties made by the Authority and by the County respectively, under this Agreement, shall survive Closing for a period of two years. .

B. **Notices.** All notices, demands, and requests required or permitted to be given under the provisions of this Agreement shall be in writing and shall be deemed given (i) when personally delivered or sent by facsimile transmission to the party to be given the notice or other communication or (ii) on the business day following the day the notice or other communication is sent by overnight courier to the following:

- if to the County:

Warren C. Evans  
County Executive  
500 Griswold St Ste 1050  
Detroit, MI 48226

AND

Zenna Elhasan, Esq.  
Wayne County Corporate Counsel  
500 Griswold St Fl 30  
Detroit, MI 48226

AND

W. Anthony Jenkins, Esq.  
The County's Outside Counsel  
Dickinson Wright PLLC  
500 Woodward Avenue Ste 4000  
Detroit, MI 48226

• if to the Authority:

Rick Sollars, Chairman  
Downriver Utility Wastewater Authority  
25605 Northline Road  
Taylor, MI 48180

AND

James G. Fausone, Esq.  
Fausone Bohn, LLP  
The Authority's General Counsel  
41700 W. Six Mile Rd., #101  
Northville, MI 48168

or to another address, facsimile number, or e-mail that the parties may designate in writing.

C. **Assignment.** Neither the County nor the Authority shall assign this Agreement, or any interest in it, without the prior written consent of the other.

D. **Parties in Interest.** This Agreement shall inure to the benefit of, and be binding on, the named parties and their respective successors and permitted assigns (i.e., only persons for whom consent to assign has been given pursuant to Section 18.C). No person or entity other than the parties and the respective successors and permitted assigns shall have any rights or remedies under this Agreement. This Agreement is not intended to and shall not be construed to give any third party any interests or rights (including to any third party beneficiary rights) with respect to or in connection with any agreement or provision contained herein or contemplated hereby.

E. **Choice of Law.** This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Michigan.

F. **Counterparts.** This Agreement may be signed in any number of counterparts with the same effect as if the signature on each counterpart were on the same instrument.

G. **Entire Agreement.** This Agreement and all Closing Documents, Schedules, or certificates represents the entire understanding and agreement between the parties regarding the subject matter and supersede all prior agreements, representations, warranties, and negotiations between the parties. This Agreement may be amended, supplemented, or changed only by an agreement in writing that makes specific reference to this Agreement or the agreement delivered

pursuant to it and that is signed by the party against whom enforcement of the amendment, supplement, or modification is sought.

**H. Mediation.** If a dispute arises under this Agreement, except when a party seeks temporary or preliminary equitable relief or when delay will unduly prejudice a party, the parties agree to engage in a confidential and good faith mediation with a mediator mutually selected by the parties. Unless mutually agreed to the contrary, the parties will schedule the mediation to take place within 15 days of the date either party receives from the other notice of any dispute. In those instances where temporary or preliminary equitable relief is sought or will unduly prejudice a party, the parties will engage in the confidential mediation within 30 days of the filing of the lawsuit. The parties will comply with all confidentiality and other agreements reasonably required by the mediator. The parties also agree to confer on the voluntary exchange of information, documents, and other data that will assist the confidential mediation process. The prevailing party in the mediation shall be entitled to reimbursement of its costs and legal fees by the other party, which reimbursement shall be made promptly upon demand therefor following the final resolution of the mediation process, including any appeals.

**I. Arbitration.**

(i) Any dispute arising out of or relating to this Agreement will be finally settled by arbitration in accordance with the Commercial Arbitration Rules and the Supplementary Procedures for Large Complex Disputes of the American Arbitration Association (“AAA”), which arbitration shall be conducted by an arbitrator selected by the parties under the AAA’s Enhanced Neutral Selection Process. If the parties fail to agree upon and appoint an arbitrator within fifteen (15) business days thereafter, an arbitrator shall be appointed by the AAA. If the AAA cannot, or declines to, appoint an arbitrator within fifteen (15) business days after it is requested to do so, then such arbitrator shall be appointed as promptly as possible by a court of competent jurisdiction upon application to such court by any party.

(ii) The parties shall bear equally all costs of the arbitration itself that are charged, imposed or otherwise required by the AAA and/or the arbitrator, and each of the parties shall be solely responsible for its, his or her own separate costs and expenses associated with or attributable to the arbitration process. The foregoing notwithstanding, all such costs and expenses shall be paid with DSDS revenues.

(iii) Any arbitration provided for under this Agreement shall take place at a mutually convenient location in the Metropolitan Detroit area unless otherwise agreed by the parties. If the parties cannot agree upon a mutually convenient location in the Metropolitan Detroit area within five (5) business days after the arbitrator shall have been selected or appointed, then the arbitration shall take place at a location in the Metropolitan Detroit area specified by the arbitrator so appointed.

(iv) Discovery shall be limited to reasonable procedures consistent with the contours of the dispute as determined by the arbitrator. The substantive and procedural law of the state of Michigan shall apply to and control any such arbitration proceedings without regard to any

choice of law rules under Michigan law. Equitable remedies shall be available in any arbitration. The arbitrator's award shall be reasoned and in writing. Judgment upon any award rendered by any arbitrator may be entered by any court of competent jurisdiction upon the application of any party in whose favor any such award was made.

J. **Severability.** Whenever possible, each provision of this Agreement shall be interpreted in a manner to be effective and valid under applicable law, but if one or more of the provisions of this Agreement is subsequently declared invalid or unenforceable, the invalidity or unenforceability shall not in any way affect the validity or enforceability of the remaining provisions of this Agreement. In the event of a declaration of invalidity or unenforceability, this Agreement, as so modified, shall be applied and construed to reflect substantially the intent of the parties and achieve the same economic effect as originally intended by its terms. In the event that the scope of any provision to this Agreement is deemed unenforceable by a court of competent jurisdiction, or by an arbitrator, the parties agree to the reduction of the scope of the provision as the court or arbitrator shall deem reasonably necessary to make the provision enforceable under the circumstances.

K. **Litigation Support.** In the event and for so long as the County or the Authority actively is contesting or defending against any action, suit, proceeding, hearing, investigation, charge, complaint, claim, labor dispute or demand in connection with (i) any transaction contemplated under this Agreement or (ii) any fact, situation, circumstance, status, condition, activity, practice, plan, occurrence, event incident, action, failure to act, or transaction involving DSOS, the Assets or the Assumed Liabilities, the other party will cooperate with the contesting or defending party and its counsel in the contest or defense, make available its personnel, and provide such testimony and access to its books and records as shall be necessary in connection with the contest or defense, all cost and expense to be paid from DSOS revenues.

L. **Interpretation.** This Agreement and the Closing Documents are being entered into among competent and experienced business persons, represented by counsel, and have been reviewed by the parties and their counsel. Therefore, any ambiguous language in this Agreement or any Closing Documents will not necessarily be construed against any particular party as the drafter of such language.

M. **No Waiver.** No waiver of any breach of any provision of this Agreement will be deemed a waiver of any preceding or succeeding breach or of any other provision of this Agreement. No extension of time for performance of any obligations or acts will be deemed an extension of the time for performance of any other obligations or acts.

The County has executed this Agreement as of the Effective Date.

THE COUNTY: WAYNE COUNTY

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

Warren C. Evans

Its: County Executive

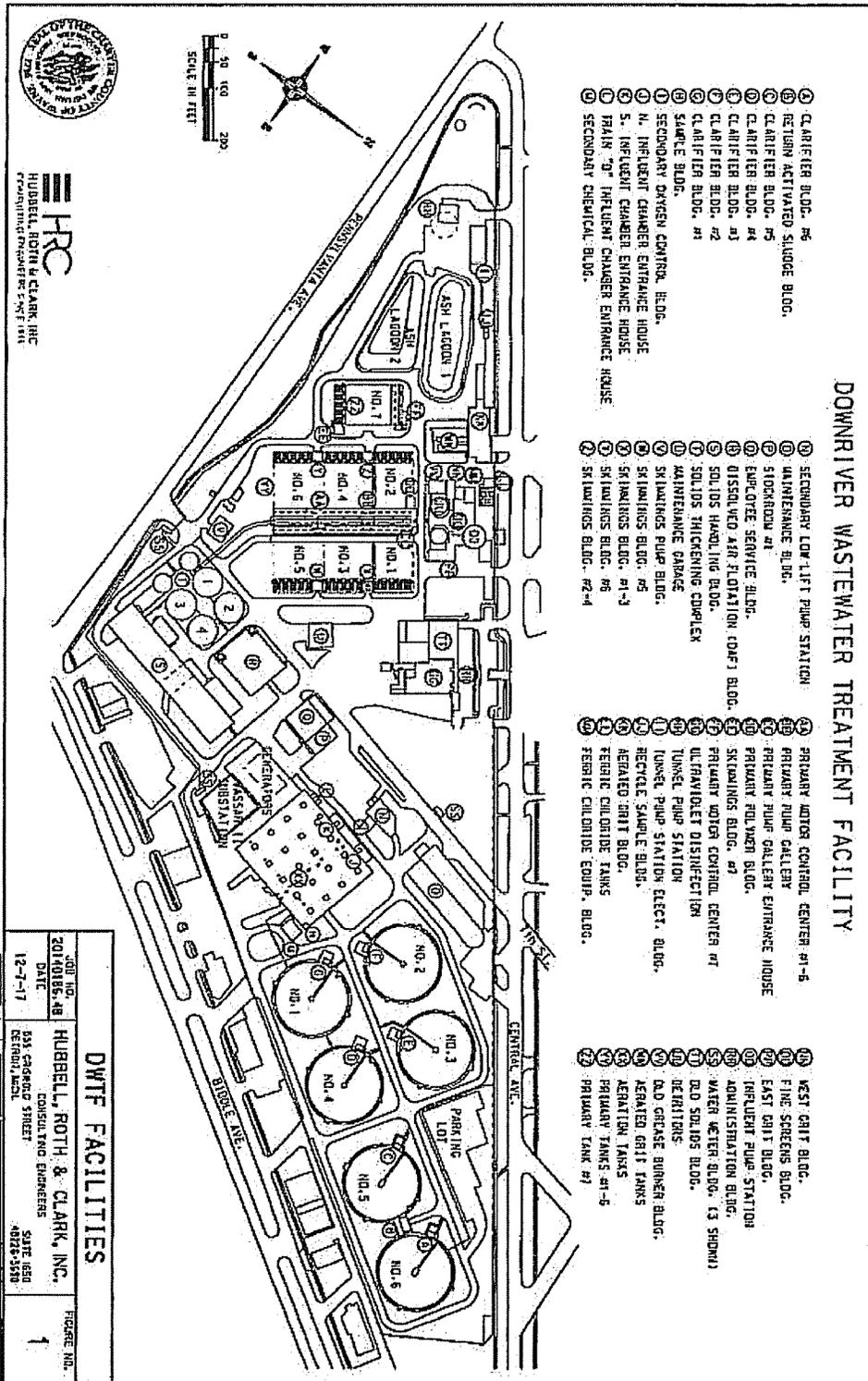
The Authority has executed this Agreement as of the Effective Date.

THE AUTHORITY: DOWNRIVER UTILITY WASTEWATER AUTHORITY

By: \_\_\_\_\_  
[Name of authorized signer]

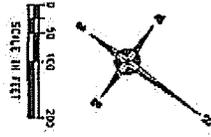
Its: \_\_\_\_\_

**SCHEDULE A - Map of the Wastewater Treatment Facility**



**DOWNRIVER WASTEWATER TREATMENT FACILITY**

- 1 CLARIFIER BLDG. #6
- 2 RETURN ACTIVATED SLUDGE BLDG.
- 3 CLARIFIER BLDG. #5
- 4 CLARIFIER BLDG. #4
- 5 CLARIFIER BLDG. #3
- 6 CLARIFIER BLDG. #2
- 7 CLARIFIER BLDG. #1
- 8 SAMPLE BLDG.
- 9 SECONDARY OXYGEN CONTROL BLDG.
- 10 N. INFLUENT CHAMBER ENTRANCE HOUSE
- 11 S. INFLUENT CHAMBER ENTRANCE HOUSE
- 12 MAIN "D" INFLUENT CHAMBER ENTRANCE HOUSE
- 13 SECONDARY CHEMICAL BLDG.
- 14 SECONDARY LOW-LIFT PUMP STATION
- 15 MAINTENANCE BLDG.
- 16 STOCKROOM #1
- 17 EMPLOYEE SERVICE BLDG.
- 18 DISSOLVED AIR FLUATION (DAF) BLDG.
- 19 SOLIDS HANDLING BLDG.
- 20 SOLIDS THICKENING COMPLEX
- 21 MAINTENANCE GARAGE
- 22 SKIMMERS BLDG. #5
- 23 SKIMMERS BLDG. #6
- 24 SKIMMERS BLDG. #1-3
- 25 SKIMMERS BLDG. #6
- 26 SKIMMERS BLDG. #2-4
- 27 PRIMARY MOTOR CONTROL CENTER #1-5
- 28 PRIMARY PUMP GALLERY ENTRANCE HOUSE
- 29 PRIMARY PUMP GALLERY
- 30 PRIMARY FOLYMER BLDG.
- 31 SKIMMERS BLDG. #7
- 32 PRIMARY MOTOR CONTROL CENTER #7
- 33 ULTRAVIOLET DISINFECTION
- 34 TUNNEL PUMP STATION
- 35 RECYCLE PUMP STATION ELECT. BLDG.
- 36 RECYCLE SAMPLE BLDG.
- 37 AERATED GRIT BLDG.
- 38 FERRIC CHLORIDE TANKS
- 39 FERRIC CHLORIDE EQUIP. BLDG.
- 40 WEST GRIT BLDG.
- 41 FINE SCREENS BLDG.
- 42 EAST GRIT BLDG.
- 43 INFLUENT PUMP STATION
- 44 ADMINISTRATION BLDG.
- 45 WATER METER BLDG. (3 SHOWING)
- 46 OLD SOLIDS BLDG.
- 47 DETENTIONS
- 48 OLD GREASE BUNKER BLDG.
- 49 AERATED GRIT TANKS
- 50 AERATION TANKS #1-5
- 51 PRIMARY TANK #1



**HRC**  
 HUBBELL, ROTH & CLARK, INC.  
 CONSULTING ENGINEERS  
 555 CARGO STREET  
 DETROIT, MI 48226-5550

DWTF FACILITIES		
JOB NO.	20140185.48	FIGURE NO.
DATE	12-7-17	1
HUBBELL, ROTH & CLARK, INC. CONSULTING ENGINEERS 555 CARGO STREET DETROIT, MI 48226-5550		SITE NO. 48126-5550

**SCHEDULE A-1**  
**Downriver Sewage Disposal System Service Area, DWTF, DRSTS,**  
**Interceptors, Metering Devices And Rain Gages**

(See Map on next page and also available on Citrix)



**SCHEDULE A-2**  
**DSDS Inventory of Interceptors and DRSTS**  
**Inventory Available on Citrix**

**SCHEDULE A-3**

**Downriver Sewage Disposal System  
Summary of Flow Meters, Rain Gages and Other Measuring Devices  
December 12, 2017**

ADS™ Flow Meters	13
Accusonics™ Flow Meters	7
Other Measuring devices (6 with Telogers™ equipment)	14
Novalynx™ Rain Gages	11

**Table 1: Existing ADS Flow Meters, Downriver Sewage Disposal System**

<b>Site ID</b>	<b>Address</b>	<b>Community</b>	<b>Equipment Type</b>	<b>Manufacturer</b>	<b>Model Number</b>
DMA-1	Airport Facility	Romulus	Flow Meter – 24 inch	ADS	Triton+
DMA-2	28825 Goddard	Romulus	Flow Meter – 21 inch	ADS	Triton
EC-6	2211 Riverdrive	Lincoln Park	Flow Meter – 54 inch	ADS	Triton+
ER-1	20209 Eureka	Taylor	Flow Meter – 54 inch	ADS	Triton+
ER-2	27437 Eureka	Romulus	Flow Meter – 54 inch	ADS	Triton+
P-2	16700 Pennsylvania	Southgate	Flow Meter – 36 inch	ADS	Triton+
PA-1	14617 Eureka	Southgate	Flow Meter – 48 inch	ADS	Triton+
PA-2	15010 Allen	Taylor	Flow Meter – 48 inch	ADS	Triton+
PA-4	39662 Wabash	Romulus	Flow Meter (42 inch) & Groundwater	ADS	Triton+
PB-1	14531 Northline	Southgate	Flow Meter – 36 inch	ADS	Triton+
PD-1	20109 Goddard	Taylor	Flow Meter – 48 inch	ADS	Triton+
RR-1	Beechwood South of Visger	River Rouge	Flow Meter – 36 inch	ADS	Triton
TSO	20191 Trolley	Taylor	Flow Meter – 48 inch	ADS	Triton+

**Table 2: Existing Accusonics Flow Meters, Downriver Sewage Disposal System**

Site ID	Address	Community	Equipment Type	Manufacturer	Model Number
P-1	13510 Pennsylvania	Southgate	Flow Meter - 78 inch	Accusonic	7510
PA-3	27404 Eureka	Romulus	Flow Meter - 42 inch	Accusonic	7510
PC-1	10800 Pelham	Taylor	Flow Meter - 54 inch	Accusonic	7510
PD-2	27410 Goddard	Taylor	Flow Meter (54 inch) & Groundwater	Accusonic	7510
RV-1	810 Pennsylvania	Wyandotte/River view	Flow Meter - 42 inch	Accusonic	7510
SW <sup>1</sup>	797 Central	Wyandotte	Flow Meter - 72 inch	Accusonic	7510
RD-1	1537 10th Street	Wyandotte	Flow Meter - 72 inch	Accusonic	7510

1. Meter SW is owned by DSDS and located on a sewer owned by SWRDDD. Both SWRDDD and DSDS use the data from this meter; a data sharing agreement is needed between SWRDDD and the owner of the DSDS.

**Table 3: Existing Rain Gages, Downriver Sewage Disposal System**

Site ID	Address	Community	Equipment Type	Manufacturer	Model Number
R-2	19415 Sterling	New Boston	Rain Gage	NovaLynx	260-2500E 12 inch
R-4	21300 Sibley	Brownstown	Rain Gage	NovaLynx	260-2500E 12 inch
R-6 <sup>1</sup>	697 Central (SWRDDD Pump Station #5)	Wyandotte	Rain Gage	NovaLynx	260-2500E 12 inch
R-8	20590 Goddard	Taylor	Rain Gage	NovaLynx	260-2500E 12 inch
R-9	25251 Northline	Taylor	Rain Gage	NovaLynx	260-2500E 12 inch
R-10	11111 Wayne	Romulus	Rain Gage	NovaLynx	260-2500E 12 inch
R-14 <sup>2</sup>	Willow Run Airport	Van Buren	Rain Gage	NovaLynx	260-2500E 12 inch
R-15 <sup>3</sup>	20195 Trolley (ECPAD Taylor Basin)	Taylor	Rain Gage	NovaLynx	260-2500E 12 inch
R-16	91 Mill St.	Lincoln Park	Rain Gage	NovaLynx	260-2500E 12 inch
R-17	14719 Schaefer Ct.	Southgate	Rain Gage	NovaLynx	260-2500E 12 inch
R-18	130 4 <sup>th</sup> St.	Belleville	Rain Gage	NovaLynx	260-2500E 12 inch

1. The existing SWRDDD rain gage was replaced using DSDS funds. Both SWRDDD and DSDS use the data from this gage; a data sharing agreement is needed between SWRDDD and the owner of the DSDS.
2. Data from this gage is shared with the Rouge Valley Sewage Disposal System (RVSDS). A data sharing agreement is needed between Wayne County and the owner of the DSDS for continued use of this data for the RVSDS.
3. The existing rain gage owned by the Ecorse Creek Pollution Abatement Drain No. 1 Drainage District (ECPAD) was replaced using DSDS funds. Both ECPAD and DSDS use the data from this gage; a data sharing agreement is needed between ECPAD and the owner of the DSDS.

**Table 4: Other Existing Measuring Devices, Downriver Sewage Disposal System**

Site ID	Address	Community	Equipment Type	Manufacturer	Model Number
APO-1	Rosedale & Belmont	Allen Park	Level Sensor (Weir)	Siemens	LUT400
APO-2	15701 Belmont	Allen Park	Level Sensor (Weir)	Miltronic	Hydroranger 100
CHPO	9530 Pelham	Taylor	Level Sensor (Weir)	Miltronic	Hydroranger 100
CPO	8716 Pelham	Taylor	Level Sensor (Weir)	Miltronic	Hydroranger 100
PDO	11000 Allen	Taylor	Level Sensor (Weir)	Miltronic	Hydroranger 100
PC-1A	20001 Crowley	Taylor	Level Sensor	Siemens	LUT400
PM-1	14462 Pennsylvania	Southgate	Level Sensor (Weir)	Miltronic	Hydroranger 100
L-3 (MS 27 North)	Allen Rd & I-75	Taylor	Level Sensor	ISCO	2110
L-5 (Pelham & Champaign)	Pelham & Champaign	Allen Park	Level Sensor	ISCO	2110
L-7 (Rosedale & Belmont)	Rosedale & Belmont	Allen Park	Level Sensor	ISCO	2110
L-8 (MS 10)	Pennsylvania & Fordline	Southgate	Level Sensor	ISCO	2110
IPS	DWTF	Wyandotte	NA; data obtained from SCADA System	-	-
TPS	DWTF	Wyandotte	NA; data obtained from SCADA System	-	-

**Table 5: Non-Operational Measuring Devices, Downriver Sewage Disposal System<sup>1</sup>**

Site ID	Address	Community	Equipment Type	Manufacturer	Model Number
PF-2	11910 Fordline	Southgate	Flow Meter – 66 inch	Accusonic	7510
CID 3.0	1840 Dix Rd	Lincoln Park	Data Recorder	Telog	3307
CID 3.1	Champaign & Vine Pump Station	Allen Park	Data Recorder	Telog	3307
CID 3.5	14500 Moran	Allen Park	Data Recorder	Telog	3307
CID 8.0	Champaign & Pelham	Allen Park	Data Recorder	Telog	3307

1. These devices are not currently used for DSDS operations or the system monitoring report but remain in place. Meter PF-2 is scheduled to be removed from the field and used for spare parts for other meters.

**Table 6: Other Devices Not Owned By Wayne County, Downriver Sewage Disposal System**

Site ID	Address	Community	Equipment Type	Manufacturer	Model Number
SWB <sup>1</sup>	4245 8th St.	Wyandotte	Flow Meter; data obtained from DSDS data recorder	Krohne	IFCO 20/F/D
TB-1 <sup>2</sup>	20195 Trolley (ECPAD Taylor Basin)	Taylor	Mag Meter; data obtained from SCADA System	-	-

1. Device is owned by Southgate Wyandotte Relief Drains Drainage District (SWRDDD). There is a Wayne County Telog data recorder installed to obtain data for use in operations and for DSDS system monitoring plan reports. A data sharing agreement is needed between SWRDDD and the owner of the DSDS.
2. Device is owned by Ecorse Creek Pollution Abatement Drain No. 1 Drainage District (ECPAD). Data is currently obtained for use in operations and for DSDS system monitoring plan reports from the overall Wayne County SCADA system. Since the ECPAD SCADA system will be disconnected from the DSDS SCADA system, a data sharing agreement is needed between ECPAD and the owner of the DSDS.

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**SCHEDULE A-4 - CMMS Master Equipment List**  
**CMMS Data available on Citrix**

## SCHEDULE B - Real Property

Legal descriptions from Deed from the City of Wyandotte to Wayne County dated July 22, 1938 and from Deed from Wyandotte Chemicals Corporation to Board of County Road Commissioners dated July 27, 1960.

### Legal Description from Deed dated July 22, 1938:

All of Lots 19 to 31, inclusive, of Block 42, of South Detroit Subdivision of part of Section 32, Town 3 South, Range 11 East, City of Wyandotte, Wayne County, Michigan, as recorded in Liber 14 of Plats, Page 95, Wayne County Records.

### Legal Description from Deed dated July 27, 1960

A parcel of land situated in Section 32, Town 3 South, Range 11 East, described as BEGINNING at a point in the intersection of North line of Pennsylvania Avenue (66 feet wide) with the West line of 8th Street (formerly Adrian Avenue) 60 feet wide; thence along the North line of Pennsylvania Avenue, North  $89^{\circ}44'40''$  West 864.45 feet, more or less, to a point in Easterly line of Detroit, Toledo and Ironton Railroad right-of-way; thence along the East line of said right-of-way North  $14^{\circ}37'20''$  East 28.30 feet, more or less, to a point in the Southeasterly line of Central Avenue 100 feet wide; thence North along the Southeasterly line of Central Avenue, North  $55^{\circ}02'$  East 806.81 feet, more or less, to a point in Westerly line of a parcel of land conveyed by Michigan Alkali Company to County of Wayne, recorded in Liber 4973 of Deeds, Page 541; thence along the Southerly line of the aforesaid parcel of land South  $34^{\circ}58'$  East 411.84 feet, more or less, to a point in the Westerly line of 8th Street; thence along the Westerly line of 8th Street, South  $14^{\circ}32'50''$  West 159.77 feet, more or less, to the PLACE OF BEGINNING, containing 5.5. acres, more or less, and being a part of the vacated plat known as South Detroit Subdivision of part of Section 32, Town 3 South, Range 11 East, Ecorse (now City of Wyandotte), Wayne County, Michigan, according to the plat recorded in Liber 14 of Plats, Page 95, Wayne County Records.

(To be supplemented by legal descriptions from the City of Wyandotte's Assessor's records as approved by First American Title Insurance Company and Boss Engineering)

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**SCHEDULE C**

**Tangible Personal Property**

See Schedules A-1, A-2, A-3 and A-4  
Available on Citrix

**SCHEDULE D**

**Financial Statements**

Statements Available on Citrix

## SCHEDULE E

### Litigation and Claims

1. *Goodwin, et al v Lincoln Park, et al* – Case No. 12-003364-NZ<sup>1</sup>
2. *Morales, et al v Lincoln Park, et al* – Case No. 12-006777-NZ
3. *Auto Club, et al v Lincoln Park, et al* – Case No. 12-009832-NZ
4. *Brewer, et al v Lincoln Park, et al* – Case No. 14-009631-NZ
5. *Davis, et al v Southgate, et al* – Case No. 17-011832-NZ<sup>2</sup>
6. *Kolaz, et al v City of Wyandotte, et al* – Case No. 15-009102-NZ<sup>3</sup>
7. *Tipper, et al v Lincoln Park, et al* – Case No. 17-001928-NZ<sup>4</sup>

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<sup>1</sup> Four cases were filed against Wayne County, as the owner of the DSDS, related to basement flooding that occurred in the City of Lincoln Park during two rain events occurring on July 27-28, 2011 and August 8-9, 2011. The four cases were ultimately consolidated. The cases are hereinafter referred to as *Goodwin, Morales, Auto Club and Brewer*. *Brewer* and *Goodwin* are class actions involving approximately 262 plaintiffs. *Auto Club* is a subrogation case involving approximately 15 plaintiffs. The final suit, *Morales*, involves approximately 22 plaintiffs. The defendants are Wayne County, the City of Lincoln Park and the City of Ecorse. Lincoln Park also has claims against Wayne County in the *Goodwin* case. Wayne County is involved in settlement talks to resolve three of the four cases- *Goodwin, Morales* and *Auto Club*. The *Morales* case is not currently involved in the settlement talks.

<sup>2</sup> The *Davis* case was filed against Wayne County, as the owner of the DSDS, related to basement flooding that occurred in the City of Southgate during a rain event occurring on August 11, 2014. The defendants are Wayne County, City of Southgate and the Southgate-Wyandotte Relief Drains Drainage District. There are approximately 279 plaintiffs. The case was filed on August 7, 2017 and Wayne County filed its response on October 23, 2017.

<sup>3</sup> The *Kolaz* case was filed against Wayne County, as the owner of the DSDS, related to basement flooding that occurred in the City of Wyandotte during a rain event occurring on August 11, 2014. The defendants are Wayne County, City of Wyandotte and the Southgate-Wyandotte Relief Drains Drainage District. There are approximately 321 plaintiffs. The case is in the discovery phase and Wayne County is in discussions to settle the *Kolaz* case along with the above referenced 2011 basement flooding cases.

<sup>4</sup> Wayne County, as the owner of the DSDS, was originally named as a defendant in this lawsuit. However, Wayne County was never served. An amended complaint was then filed and reference to Wayne County as a defendant was deleted. There is a potential for Wayne County to be brought in either by plaintiffs or by the principal defendant Lincoln Park.

[Subject to change based upon outcome of settlement negotiations]

**SCHEDULE F**

**Closing Documents**

[DW and FB to jointly compile list of all documents to be signed/delivered at Closing]

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## SCHEDULE G

### Community Agreements

- Southgate/Wyandotte (Fausone Bohn to complete)
- ECPAD (Fausone Bohn to complete).
- River Rouge
- Allen Park
- Van Buren Township
- Common Interest and Joint Defense Agreement

**SCHEDULE H**

**DUWA Service Contract**

**[Executed Agreement available on Citrix]**

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## SCHEDULE I

### Environmental Requirements

1. Abandoned incinerators located at the Treatment Facility may contain traces of heavy metals, sludge and ash.
2. Storm events may occur that may result in wastewater flows into the DSDS that exceed the flow volumes that the DSDS was designed and constructed to transport without discharge to the environment.
3. Asbestos containing materials and/or lead paint may be present at the DSDS facilities, including the pump stations.
4. The DSDS has conveyed sewage that may have contained hazardous substances (as that term is defined in Part 201 of the Michigan's Natural Resources and Environmental Protection Act, MCL 324.20101, *et. seq.*) for many years and, to the extent sewage containing hazardous substances has been released, portions of the DSDS may be considered "facility" under Part 201.

**SCHEDULE J**

**Judgment Levy Bonds**

<b>Outstanding Judgment Levy Debts Issued Under 1994 Financing Agreement</b>	
<b>Legal Description</b>	<b>Project Number</b>
Downriver Sewage Disposal System Bonds State Revolving Fund Series #10 (Southgate/Wyandotte Flow Control Chamber) (LTGO)	DSRL01-1999 (SRF# 5117-01)
Downriver Sewage Disposal System Bonds State Revolving Fund Series #3 (Bid Package F) (LTGO)	DSRL15-1995 (SRF# 5117-15)
Downriver Sewage Disposal System Bonds State Revolving Fund Series #4A (Bid Package R) (LTGO)	DSRL18-1995 (SRF# 5117-18)
Downriver Sewage Disposal System Bonds State Revolving Fund Series #4B (Bid Package R) (LTGO)	DSRL19-1995 (SRF# 5117-19)
Downriver Sewage Disposal System Bonds State Revolving Fund Series #9 (Eureka Relief Sewer Extension) (LTGO)	DSRL20-1999 (SRF#5117-20)
Downriver Sewage Disposal System Bonds State Revolving Fund Series #5A (Pelham Basin Connection) (LTGO)	DSRL23-1995 (SRF#5117-23)
Downriver Sewage Disposal System Bonds State Revolving Fund Series #7 (Lower Tunnel) (LTGO)	DSRL24-1995 (SRF# 5117-24)
Downriver Sewage Disposal System Bonds State Revolving Fund Series #8 (Tunnel Dewatering Pump Station) (LTGO)	DSRL25-1998 (SRF# 5117-25)
Downriver Sewage Disposal System Bonds State Revolving Fund Series #5B (City of Allen Park) (LTGO)	DSRL26-1995 (SRF# 5117-26)
Downriver Sewage Disposal System Bonds State Revolving Fund Series #6 (City of Dearborn Heights) (LTGO)	DSRL27-1995(SRF# 5117-27)
Downriver Sewage Disposal System Bonds State Revolving Fund Series #7 (City of Romulus Local Relief Project) (LTGO)	DSRL28-1995 (SRF# 5117-28)
Downriver Sewage Disposal System Bonds State Revolving Fund Series #7 (City of Southgate Local Relief Project) (LTGO)	DSRL29-1997(SRF# 5117-29)
Downriver Sewage Disposal System Bonds State Revolving Fund Series #7 (City of Taylor Local Relief Project) (LTGO)	DSRL30-1995 (SRF# 5117-30)
Downriver Sewage Disposal System Bonds State Revolving Fund Series #7 (Low Lift Pump Station) (LTGO)	DSRL31-1995 (SRF# 5117-31)
Downriver Sewage Disposal System Bonds State Revolving Fund Series #8 (Wyandotte WWTO Ultraviolet Disinfection Facilities and Wyandotte WWTP Outfall Connection ) (LTGO)	DSRL32-1999 (SRF# 5117-32)
Downriver Sewage Disposal System Bonds State Revolving Fund Series #11 (System Monitoring Project and Operations and Maintenance Manual)	DSRL34-2000 (SRF#5117-34)
Downriver Sewage Disposal System Completion Bonds (LTGO)	DSRL-2007B (COMPLETION BONDS)
Downriver Sewage Disposal System Bonds, 1999 Series B	DSRL-1999B -SERIES BONDS

**SCHEDULE K**

**Revenue Bonds**

<b>Downriver Sewage Disposal System Outstanding Revenue Bonds</b>	
<b>Legal Description</b>	<b>Project Number</b>
Downriver Sewage Disposal System 2005 SRF #1 Bonds (LTGO)	DSRL701-2005 (SRF# 5217-01)
Downriver Sewage Disposal System Revenue Bonds Series 2008D	DSRL702-2008 D (SRF# 5217-02)
Downriver Sewage Disposal System Revenue Bonds Series 2008A	DSRL703-2008 A (SRF# 5217-03)
Downriver Sewage Disposal System Revenue Bonds Series 2008B	DSRL704-2008 B (SRF# 5217-04)
Downriver Sewage Disposal System Revenue Bonds Series 2008C	DSRL705-2008 C (SRF# 5217-05)
Downriver Sewage Disposal System Revenue Bonds Series 2011A	DSRL715-2011A (SRF# 5217-15)
Downriver Sewage Disposal System Revenue Bonds Series 2013A (LTGO)	DSRL901-2013 (SRF# 5419-01)
Downriver Sewage Disposal System Revenue Bonds Series 2016A (LTGO)	DSRL -2016 (SRF# 5420-01)
Downriver Sewage Disposal System Revenue Bonds Series 2007	DSRL -2007D –SERIES BONDS

**SCHEDULE L**

**Contracts**

(Contracts available on Citrix)

1. Legal Services Contracts.
2. Operations and Maintenance Contracts.
3. Purchase Orders.
4. Parts/Suppliers Per Rate Package.
5. Electric Power and Utility Service Contracts.

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## SCHEDULE L-1

### Mandatory Contracts

1. Outfall Usage Agreement Between the Downriver Sewage Disposal System and the Southgate Wyandotte Drainage District dated May 16, 1995.
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.
3. 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.
4. The March 15, 1994 Judge Feikens Financing Order and Final Judgment and progeny.
5. Contract for As-needed Professional Architectural and Engineering Services for the Downriver Sewage Disposal System, Hubbell Roth and Clark, Inc., (County Contract No. 37-14-042), November 6, 2014, as amended by First Amendment to Professional Service Contract dated September 12, 2017, expiring November 5, 2018.
6. Contract between Wayne County and Weiss Construction, construction services for Secondary and Headworks Renovation Project Segment 1 expiring April 1, 2018. The Contract consists of bids (and addenda), the agreement (including bonds), the construction specifications, the construction drawings and also modifications (i.e., change orders, allowance authorization, work change directives). All items available on CD through July 2016. Modifications made subsequent to July 2016 are listed below and are uploaded to Citrix.
  - A. Change Order 1, 22 Aug 16
  - B. Changer Order 2, 26 Sept 17
  - C. Allowance authorization 2, 12 Aug 16
  - D. Allowance authorization 3, 3 Aug 17
  - E. Allowance authorization 4, 28 Apr 17
  - F. Allowance authorization 5, 28 Apr 17
  - G. Allowance authorization 6, 3 Aug 17
  - H. Allowance authorization 8, 30 Aug 17

7. Contract between Wayne County and HNTB, engineering services for Secondary and Headworks Renovations Project Segment 1. The Contract consists of the executed agreement, any contract amendments (there are none) and authorization of the “as needed” budget through July 2016. All items available on CD. Authorizations made effective since July 2016 are listed below and uploaded to Citrix.
  - A. Authorization for “As Needed” Task 5.3 certified payroll review and processing October 20, 2016.
  - B. Authorization for “As Needed” Task 3, material testing, March 8, 2017.
  - C. Authorization for “As Needed” Task 5.2, design modification to laboratory original form hood exhaust systems, July 10, 2017.
  - D. Authorization for “As Needed” Task 5.4 additional hazardous material testing, July 11, 2017.

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**SCHEDULE M**

**Tasks to Complete 90 Days Prior to Closing**

[Tech Committee to provide from Final Transition Plan]

**SCHEDULE N**

**Insurance Policies**

1. The Hanover Insurance Group Commercial Lines Property Insurance Policy #1HB951510709 from October 31, 2017 to October 1, 2018.
2. Hudson Specialty Insurance Company General Liability Policy #EPGA000060-01 from October 1, 2017 to October 1, 2018.

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**SCHEDULE O**

**Tasks to Be Completed By Closing**

**[Tech Team To Provide From Final Transition Plan]**

**SCHEDULE P**

**Subordinated Bond**

[Dykema to prepare]

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**SCHEDULE Q – Judgment**

**UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF MICHIGAN  
SOUTHERN DIVISION**

**United States of America, *et al.*,**

**Case No. 87-70992**

**Plaintiffs,**

**Hon. Sean F. Cox**

v.

**Wayne County, *et al.*,**

**Defendants.**

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**Stipulated Amendment to Financing Plan and Final Judgment**

Pursuant to this Court's continuing jurisdiction over its March 15, 1994 Downriver Sewage Disposal System 1994 Financing Plan and Final Judgment (Dkt. # 151) as described more fully below, and the stipulation of the Parties as are described herein, the Parties request the adoption and entry of this Stipulated Amendment to Financing Plan and Final Judgment, as follows.

WHEREAS:

a) Wayne County presently operates the Downriver Sewage Disposal System ("DSDS")<sup>1</sup> which provides sewage treatment and conveyance facilities for

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<sup>1</sup> At times and in other documents including those previously filed with this Court, DSDS has been referred to as the Downriver Collection and Treatment System or the Downriver Wastewater Treatment System.

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wastewater generated by thirteen communities: the City of Allen Park, the City of Belleville, the Charter Township of Brownstown, the City of Dearborn Heights, the City of Ecorse, the City of Lincoln Park, the City of River Rouge, the City of Riverview, the City of Romulus, the City of Southgate, the City of Taylor, the Charter Township of Van Buren, and the City of Wyandotte (collectively, the “Downriver Communities”);

b) In 1987, Frank J. Kelley, Attorney General for the State of Michigan, ex rel, Michigan Natural Resources Commission and Director of the Michigan Department of Natural Resources (“State Plaintiffs,”) and the United States (together with State Plaintiffs, “Plaintiffs”) filed a Complaint with this Court alleging that the County had violated, among other things, the Clean Water Act and the Michigan Water Resources Commission Act, and in 1994, this Court entered a March 14, 1994 Consent Decree (Exhibit 1) requiring, *inter alia*, various sewer and pollution control improvements to be implemented by Wayne County and the Downriver Communities to bring the DSDS into compliance with state and federal law and otherwise resolve the claims of the Plaintiffs;

c) In 1994, in connection with the entry of the Consent Decree, this Court entered a stipulated Downriver Sewage Disposal System 1994 Financing Plan and Final Judgment (“Financing Plan”) (Exhibit 2);

d) The Financing Plan authorized Wayne County to finance the sewer and pollution control improvements by selling bonds and collecting amounts, including Judgment Payments mandated under § 8(b) of the Financing Plan, from the Downriver Communities to repay and otherwise fund Wayne County's obligations;

e) The Financing Plan authorized Wayne County to require payment by the Downriver Communities for Wayne County's debt service issued in connection with the Financing Plan through, among other means, the assessment of taxes by the Downriver Communities (Exhibit 2, § 8);

f) The Financing Plan provided that it "shall govern future financings of the improvements" comprising the DSDS "except as otherwise ordered by this Court, and so long as any ... bonds [issued by Wayne County under the 1994 Financing Plan and Final Judgment] remain outstanding and unpaid, this structure shall not be subject to any alteration or revision which would in any manner materially adversely affect either the security of the bonds or the prompt payment of principal or interest thereon" (Exhibit 2, § 15);

g) The Financing Plan further provided that nothing contained therein "shall be construed as a prohibition against the transfer of [DSDS] from Wayne [County] to the Downriver Communities, or any other entity, including an

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authority created for that purpose, for the construction, operation and maintenance of said System” (Exhibit 2, § 19);

h) In the Financing Plan, this Court retained jurisdiction “with respect to any matter which may arise which may involve the interpretation of the terms of this 1994 Financing Plan and Final Judgment or affect the rights of any party arising out of this 1994 Financing Plan and Final Judgment” (Exhibit 2, § 21);

i) The Financing Plan provided further that the Michigan Department of Natural Resources was signing the Financing Plan solely for the purposes of effectuating the provisions of Section 1, and the Michigan Department of Treasury were signing solely for the purposes of effectuating the provisions of Sections 12 and 15 (Exhibit 2, §§ 23, 24);

j) In 2005, on stipulation of all parties, this Court entered an Order Approving Joint Motion to Terminate Consent Decree (“Termination Order”) (Exhibit 3), stating that the parties should endeavor to work cooperatively to solve new issues outside of the context of this litigation;

k) In the Termination Order, the Court noted that the parties to the Consent Decree, as then amended, made no motion to terminate the Financing Plan and stated that the Financing Plan “will remain in full force and effect and within this Court’s oversight” (Exhibit 3, p. 1, n. 1);

l) Since entry of the Financing Plan in 1994, Wayne County has, pursuant Act 451, Public Acts of Michigan, 1994 (“Act 451”) (MCL 324.101 – 324.90106), conducted multiple bond sales of judgment levy bonds to finance the construction and maintenance of improvements to the DSDS, and each bond sale has been the subject of a supplemental order entered in this case;<sup>2</sup>

m) Wayne County is presently collecting funds from the Downriver Communities to provide debt service to the outstanding judgment levy bonds as listed in Exhibit 4 (the “Outstanding Judgment Levy Debt”);

n) In 2010, twelve of the thirteen Downriver Communities formed the Downriver Utility Wastewater Authority (“DUWA”) under the provisions of Act 233, Public Acts of Michigan, 1955, as amended (“Act 233”) (MCL 124.181 – 124.294), *inter alia*, to acquire, construct, manage, improve, operate, or negotiate an agreement with Wayne County for the operation of a sewage disposal system, particularly the Downriver Sewage Disposal System (*See Amended Articles of*

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<sup>2</sup> See docket entries #159 (Supplement #1, entered September 2, 1994); #200 (Supplement #2, entered March 21, 1995); #202 (Amended Supplement #2, entered April 4, 1995); #208 (Supplement #3, entered August 29, 1995); #227 (Supplement #4, entered July 11, 1996); # 228 (Supplement #5, entered July 11, 1996); #262 (Supplement #6, entered October 4, 1996); #277 (Supplement #7, entered March 24, 1997); #281 (re-entry of Supplement #7, entered March 28, 1997); #294 (Supplemental #8, entered June 26, 1997); #302 (Supplement #9, entered August 27, 1997); #320 (Supplement #10, entered September 29, 1998); #331 (Supplement #11, entered February 5, 1999); #334 (Supplement #12, entered May 27, 1999); #340 (Supplement #13, entered August 23, 1999); #349 (Supplement #14, entered February 15, 2000); #606 (Supplement #15, entered June 26, 2007).

Incorporation of the Downriver Utility Wastewater Authority, Exhibit 5, Article III);

o) In 2015, the City of Lincoln Park joined DUWA;

p) On May 11, 2016, DUWA provided to Wayne County a Letter of Intent (Exhibit 6) setting forth a proposed transfer of the facilities comprising the DSDS and the obligations for operation and maintenance thereto from Wayne County to DUWA, with such transfer being contingent, among other things, on the occurrence of events and approvals as to be described and as contemplated by a final Definitive Agreement now under negotiation;

q) Upon the transfer of DSDS to DUWA, Wayne County and the Downriver Communities intend that DUWA will be thereafter responsible for the financing and operation of the DSDS, and that Wayne County will have no continuing obligations to the Downriver Communities as concerns DSDS except as otherwise specified in an agreement between those parties and under the Financing Plan;

r) The Downriver Communities, DUWA, and Wayne County desire, as part of the transfer of DSDS to DUWA, to provide for the continuing payment of the Outstanding Judgment Levy Debt, without any increase of the Outstanding Judgment Levy Debt itself, including through tax levy-supported Judgment

Payments from the Downriver Communities as mandated by § 8 of the Financing Plan;

s) The undersigned Parties believe it is in the best interest of the public to preserve the Outstanding Judgment Levy Debt and the payment structure of the Financing Plan in the transfer of DSDS to DUWA and to assure that the Outstanding Judgment Levy Debt is satisfied as originally contemplated through payment by Wayne County supported by taxation by the Downriver Communities;

t) The undersigned Parties believe it is in the best interest of the public to assure that the provisions of the Financing Plan requiring Judgment Payments to be assessed by the Assessing Officer of each Downriver Community on its respective levy date and on the taxable property of the Downriver Communities be preserved;

u) State Plaintiffs are not here joined as signatories as the provisions for which the State Plaintiffs signed the original 1994 Financing Plan—i.e., §§ 1, 12, and 15 (see Exhibit 2, §§ 23, 24)—are not altered by this Stipulation; and

v) Wayne County and the Downriver Communities consent to the entry of this Amendment in full, without adjudication;

NOW, THEREFORE, upon consent of the Parties hereto, it is hereby ordered, adjudged, and decreed as follows:

1. This Court has continuing jurisdiction under its prior orders to enter the stipulation of the Parties to amend the Financing Plan and to alter or adjudge the obligations of the Parties thereto.

2. The Court confirms that a transfer of DSDS or any portion thereof from Wayne County to DUWA (a "DUWA Transfer") is a transfer as permitted and contemplated by §§ 15 and 19 of the Financing Plan.

3. In the event of and notwithstanding a DUWA Transfer as described above, the continuing validity and enforceability of the Financing Plan is hereby confirmed; the Financing Plan shall remain in full force and effect as to all liabilities issued thereunder or arising in connection therewith.

4. Further, in the event of and notwithstanding a DUWA Transfer, Wayne County may agree to retain all or any portion of the Outstanding Judgment Levy Debt as listed in Exhibit 4, and may agree to continue to provide debt service thereto, on whichever terms it may reach with DUWA, the Downriver Communities, and any necessary third parties, including the bondholders.

5. In the event Wayne County agrees to retain any of the Outstanding Judgment Levy Debt as described in paragraph 4, *supra*, the obligations of the Downriver Communities, both to make Judgment Payments and to assess Judgment Payments, and the remedies for nonpayment by the Downriver Communities, all as specified in § 8 of the Financing Plan, remain valid and

enforceable as if no DUWA Transfer had occurred, including specifically, but not limited to, the obligations of the Downriver Communities to make Judgment Payments and to levy taxes therefor under § 8 of the Financing Plan.

6. The continued application of the Financing Plan, as confirmed in this Order, is not contingent on the adoption or consummation of a DUWA Transfer or other transfer; the Financing Plan shall continue to govern the rights and obligations of the parties thereto even if DUWA and Wayne County fail to consummate such a transfer.

7. The ability of Wayne County and the Downriver Communities to promptly satisfy the Outstanding Judgment Levy Debt under and through the structures for payment from the Downriver Communities and their taxpayers as specified in the Financing Plan shall not, by the adoption and entry of this Stipulated Amendment or through a subsequent execution of a DUWA Transfer agreement, be materially or adversely affected.

IT IS SO ORDERED, this \_\_\_\_\_ day of \_\_\_\_\_, 2017

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Sean F. Cox  
United States District Judge

**SCHEDULE R**

**Bill of Sale and Assignment and Assumption Agreement (Draft)**

**BILL OF SALE**  
**AND**  
**ASSIGNMENT AND ASSUMPTION AGREEMENT**

This Bill of Sale and Assignment and Assumption Agreement ("Agreement") is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2018, by and between The Charter County of Wayne (the "County") and The Downriver Utility Wastewater Authority (the "Authority").

**RECITALS**

A. The County and the Authority are parties to that certain Downriver Sewage Disposal System Definitive Transfer Agreement dated as of \_\_\_\_\_, 2018 (the "Transfer Agreement"), pursuant to which the County has agreed to transfer to the Authority certain Assets related to the so-called Downriver Sewage Disposal System ("DSDS") for the continued operation, maintenance, construction and administration thereof, and the Authority has agreed to accept and assume all right, title and interest in and to all obligations and duties related thereto, on the terms and conditions set forth in the Transfer Agreement.

B. Any and all capitalized terms used but not defined herein shall have the respective meanings ascribed to such terms in the Transfer Agreement unless otherwise indicated.

**AGREEMENT**

NOW THEREFORE, for the sum of One Dollar (\$1.00) and for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereby agree as follows;

1. The County's Assignment. Except as otherwise provided in the Transfer Agreement, the County hereby assigns, sells, transfers and sets over to the Authority all of the County's right, title, benefits, privileges and interest in and to, and all liabilities, duties and obligations related to the Assets, including without limitation, all assignable contracts, warranties, guarantees, licenses, permits, architectural and engineering drawings, work product and all other tangible and intangible property related to, or concerning, the operation, maintenance, construction and administration of the DSDS and the Assets, including without limitation, the Assumed Liabilities, but excluding the Excluded Assets and Excluded Liabilities, including, without limitation, the Judgment Levy Bonds.

2. The Authority's Acceptance and Assumption. The Authority hereby accepts the forgoing assignment, hereby assumes the Assumed Liabilities and acknowledges receipt of this Agreement.

3. Further Assurances. The parties, from time to time, upon one party's reasonable request to the other and without further consideration, agree to execute and deliver such additional papers, instruments and documents and take such other actions reasonably requested to consummate and make more effective the assignment of the DSDS and Assets and other transactions contemplated by the Transfer Agreement or this Agreement.

4. Relationship to Transfer Agreement. The terms of the Transfer Agreement are incorporated herein by this reference, and are not superseded by this Agreement, but rather shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the Transfer Agreement and this Agreement, the Transfer Agreement will control.

5. Governing Law. This Agreement shall be governed by the laws of the State of Michigan.

6. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

IN WITNESS WHEREOF, each of the parties hereto has duly executed this Agreement as of the date first written above.

CHARTER COUNTY OF WAYNE

DOWNRIVER UTILITY WASTEWATER  
AUTHORITY

By: \_\_\_\_\_  
Warren C. Evans

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

Its: County Executive

Its:

DETROIT 9731-52 1423197v2

**SCHEDULE S**

**Quit Claim Deed (Draft)**

QUIT CLAIM DEED

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The Grantor: the Charter County of Wayne, a Michigan public body incorporated under the provisions of Act No. 293, Public Acts of Michigan 1967, as amended, whose address is 500 Griswold, Fl 31, Detroit, Michigan 48226 ("Grantor"), for valuable consideration, the receipt and sufficiency of which is acknowledged, conveys and quitclaims to the Downriver Utility Wastewater Authority, an authority incorporated under the provisions of Act No. 233 of the Public Acts of Michigan 1955, as amended, whose address is 25605 Northline Road, Taylor, Michigan 48180 ("Grantee"), all right, title and interest in and to the real estate situated in the City of Wyandotte, County of Wayne, State of Michigan, as more fully and legally described on Exhibit A attached to this Deed, that the Grantor may now own or may, in the past have owned, including, without limitation, any and all rights, title and interest acquired by operation of doctrines of adverse possession, prescription, acquiescence or the like, for the sum of One Dollar (\$1.00), together with all improvements, fixtures, easements, and appurtenants associated with the real estate.

Commonly known as: \_\_\_\_\_, Wyandotte, Michigan; and  
\_\_\_\_\_, Wyandotte, Michigan

The Grantor grants to Grantee the right to make one hundred percent (100%) of the remaining division(s) under Section 108 of the Land Division Act, Act No. 288 of the Public Acts of Michigan 1967 (the "Act").

The Grantor intends to transfer to the Grantee the right to make -0- divisions, bonus divisions and redivisions of the real estate as the Grantor may have under the Act. The Grantor makes no representation or warranty regarding the number, extent or nature of the division or redivision rights or rights to create parcels owned or transferred by the Grantor to Grantee.

This real estate may be located within the vicinity of farmland or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors and other associated conditions may be used and are protected by the Michigan Right to Farm Act.

[The remainder of this page is intentionally left blank]

This Deed is exempt from state real estate transfer tax pursuant to MCL §207.526(a); and MCL §207.526(a); and exempt from county real estate transfer tax pursuant to MCL §207.505(a); and MCL §207.505 (h)(i); MSA §7.456(5)(h).

Dated \_\_\_\_\_

Charter County of Wayne

Warren C. Evans

Its: County Executive

STATE OF MICHIGAN )  
 ) ss.  
COUNTY OF WAYNE )

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 2017, by Warren C. Evans, the County Executive of the Charter County of Wayne, incorporated under the provisions of Act No. 293, Public Acts of Michigan 1967, as amended, on behalf of such County.

Print Name:  
Notary Public, \_\_\_\_\_ County,  
Acting in the County of

Drafted by:

W. Anthony Jenkins, Esq.  
Dickinson Wright PLLC  
500 Woodward Ave, Suite 4000  
Detroit MI 48226 When recorded, return to:

James G. Fausone, Esq.  
Fausone Bohn, LLP  
41700 West Six Mile Road, Suite 101  
Northville MI 48168

EXHIBIT A

LEGAL DESCRIPTIONS

All of Lots 19 to 31, inclusive, of Block 42, of South Detroit Subdivision of part of Section 32, Town 3 South, Range 11 East, City of Wyandotte, Wayne County, Michigan, as recorded in Liber 14 of Plats, Page 95, Wayne County Records.

Commonly known as: \_\_\_\_\_

Tax Parcel No.: \_\_\_\_\_

A parcel of land situated in Section 32, Town 3 South, Range 11 East, described as BEGINNING at a point in the intersection of North line of Pennsylvania Avenue (66 feet wide) with the West line of 8th Street (formerly Adrian Avenue) 60 feet wide; thence along the North line of Pennsylvania Avenue, North 89°44'40" West 864.45 feet, more or less, to a point in Easterly line of Detroit, Toledo and Ironton Railroad right-of-way; thence along the East line of said right-of-way North 14°37'20" East 28.30 feet, more or less, to a point in the Southeasterly line of Central Avenue 100 feet wide; thence North along the Southeasterly line of Central Avenue, North 55°02' East 806.81 feet, more or less, to a point in Westerly line of a parcel of land conveyed by Michigan Alkali Company to County of Wayne, recorded in Liber 4973 of Deeds, Page 541; thence along the Southerly line of the aforesaid parcel of land South 34°58' East 411.84 feet, more or less, to a point in the Westerly line of 8th Street; thence along the Westerly line of 8th Street, South 14°32'50" West 159.77 feet, more or less, to the PLACE OF BEGINNING, containing 5.5. acres, more or less, and being a part of the vacated plat known as South Detroit Subdivision of part of Section 32, Town 3 South, Range 11 East, Ecorse (now City of Wyandotte), Wayne County, Michigan, according to the plat recorded in Liber 14 of Plats, Page 95, Wayne County Records.

Commonly known as: \_\_\_\_\_

Tax Parcel No.: \_\_\_\_\_

(To be supplemented based upon Records of City of Wyandotte Tax Assessor, subject to approval by First American Title Insurance Company and Boss Engineering.)

## **SCHEDULE T**

### **Permits and Licenses**

1. Permit No. MI0021156, National Pollutant Discharge Elimination System
2. 2017 Inspections
3. Industrial Pretreatment Program Class D Permits (Available on Citrix)
4. Elevator Certification (forthcoming/F. Fath-azam)
5. Boiler Certifications
6. Special condition Permits (Available on Citrix)
7. Part 41 Permits (Available on Citrix)

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## SCHEDULE U

### Employee Benefit Plans

1. Wayne County Health and Welfare Benefit Plan, which includes medical and prescription drug insurance, dental and vision benefits, and retiree medical, including benefits under the Employee Retirement Health Care Benefit Trust.
2. Section 125 Plan, allowing for pre-tax payment of employee's share of premium.
3. Group Life Insurance.
4. Voluntary Supplemental Life Insurance.
5. County of Wayne, Michigan, Long-Term Disability Income Benefit Plan.
6. Wayne County Employee's Retirement System, including various defined benefit, defined contribution and hybrid plans.
7. Deferred Compensation Plan (457(b)).
8. Tuition Reimbursement Program as detailed in applicable collective bargaining agreement.
9. Collective Bargaining Agreement between, Robert Ficano, Wayne County Executive and Michigan AFSCME Council 25 & Locals 25, 101, 409 & 1659, AFL-CIO, expiring September 30, 2019.
10. Collective Bargaining Agreement between The County of Wayne and The Government Administrators Association through September 30, 2018.
11. Collective Bargaining Agreement between The Charter of Wayne County, Michigan and Michigan Building & Construction Trades Council through September 30, 2018.
12. Holidays, Vacation, Paid Sick Time, and Bereavement Leave as provided in the collective bargaining agreements.

**SCHEDULE V**

**Sole Source Contracts/Suppliers**

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## SCHEDULE W

### Miscellaneous Items

1. Downriver Sewage Disposal Systems Rate Package 2017-2018.
2. Tunnel System Operations.
3. Downriver Sewage Disposal System Contract dated March 1, 1962.
4. Amendment to Downriver Sewage Disposal System Contract dated March 22, 1973.
5. Wayne County Downriver Sewage Disposal System Contract (Riverview Section dated March 17, 1975).
6. Amendment to Downriver Sewage Disposal Contract (Riverview dated August 13, 1973).

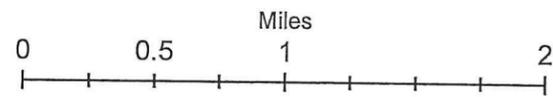


Superior Township

# Van Buren Township Sanitary Sewer Network By District

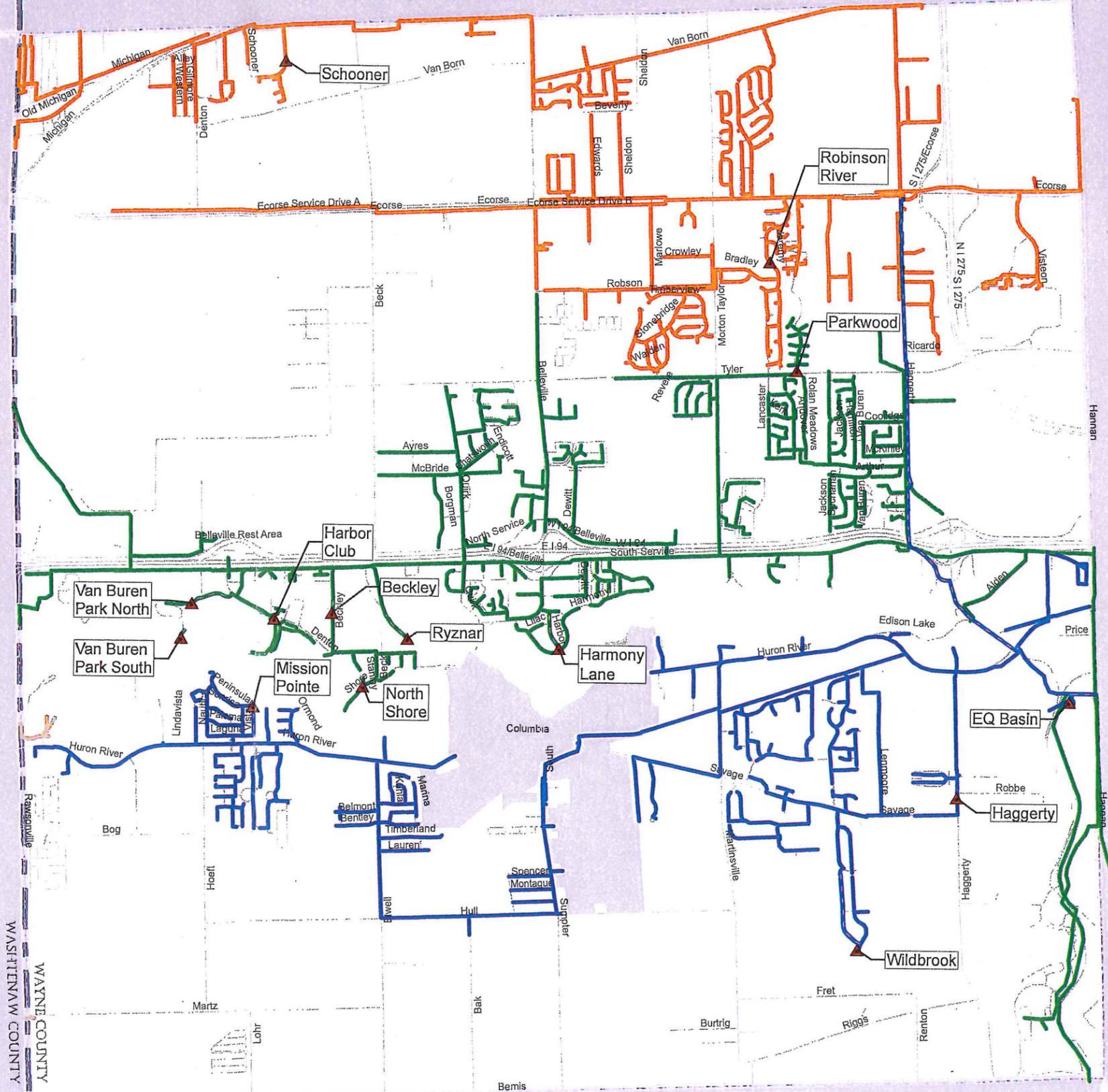
## Legend

-  Lift Stations & EQ Basin
-  Street Centerlines
- Sanitary Gravity Main**
-  NHV/RV
-  SHV
-  Downriver
-  YCUA
- Forced Main**
-  NHV/RV
-  SHV
-  Downriver
-  Township Boundary
-  County Boundary



Produced: 1/11/2018

Ypsilanti Township  
Augusta Township



WAYNE COUNTY  
WASHTENAW COUNTY