

CLINTON-OAKLAND SEWAGE DISPOSAL SYSTEM
PERRY STREET DIVERSION PROJECT CONTRACT

THIS CONTRACT, made and entered into as of the 1st day of April, 2013, by and among the COUNTY OF OAKLAND, a county corporation in the State of Michigan (hereinafter sometimes referred to as the "County"), by and through its Water Resources Commissioner, County Agency, and the CITY OF AUBURN HILLS, a Michigan home rule city, the CHARTER TOWNSHIP OF INDEPENDENCE, a Michigan charter township, the VILLAGE OF LAKE ORION, a Michigan home rule village, the CHARTER TOWNSHIP OF OAKLAND, a Michigan charter township, the CHARTER TOWNSHIP OF ORION, a Michigan charter township, the CHARTER TOWNSHIP OF OXFORD, a Michigan charter township, the VILLAGE OF OXFORD, a Michigan home rule village, the CITY OF ROCHESTER, a Michigan home rule city, the CITY OF ROCHESTER HILLS, a Michigan home rule city, the CHARTER TOWNSHIP OF WATERFORD, a Michigan charter township, and the CHARTER TOWNSHIP OF WEST BLOOMFIELD, a Michigan charter township, all located in the County of Oakland, State of Michigan, (collectively, the "Municipalities" or individually, a "Municipality").

W I T N E S S E T H:

WHEREAS, pursuant to Act No. 342, Public Acts of Michigan, 1939, as amended (hereinafter sometimes referred to as "Act 342"), the Board of Commissioners of the County has established a county system of sewage disposal improvements and services to serve the Municipalities and other municipalities in the County, said system to be known as the "Clinton-Oakland Sewage Disposal System" (hereinafter sometimes referred to as the "System"), and designated the Oakland County Drain Commissioner (now the Oakland County Water Resources Commissioner) as the county agency for the System with all powers and duties with respect

thereto as are provided by Act 342 (said Water Resources Commissioner being hereinafter sometimes referred to as the "County Agency"); and

WHEREAS, under and subject to the terms of Act 342, the County is authorized, through the County Agency, to acquire and construct the sewage disposal facilities hereinafter described as constituting the project as part of the System (the "Project"), the County and the Municipalities are authorized to enter into a contract, as hereinafter provided, for the acquisition and construction of the Project by the County and for financing all or part of the cost thereof by the issuance of bonds by the County secured by the pledge of the full faith and credit of the Municipalities to pay such cost with interest to the County in installments extending over a period not exceeding forty (40) years, and the County is authorized to issue such bonds and, if authorized by majority vote of the members-elect of its Board of Commissioners, to pledge its full faith and credit for the payment of such bonds and the interest thereon; and

WHEREAS, there is an urgent need of such sewage disposal facilities to the Municipalities in order to promote the health and welfare of the residents thereof, which improvements would likewise benefit the County and its residents, and the parties hereto have concluded that such improvements can be provided and financed most economically and efficiently by the County through the exercise of the powers conferred by Act 342, and especially sections 5a, 5b and 5c thereof; and

WHEREAS, preliminary plans for the Project and estimates of the cost and period of usefulness thereof have been prepared, all of which have been submitted to and approved by the Board of Commissioners of the County and the governing bodies of the Municipalities and placed on file with said Board of Commissioners in the office of the County Agency, said estimates being set forth in Exhibit B hereunto attached; and

WHEREAS, it is proposed that the cost of the Project be financed in whole or in part by the issuance of one or more series of County bonds; and

WHEREAS, in order to provide for the acquisition and construction of the Project by the County and the financing of all or part of the cost thereof by the issuance of County bonds, and for other related matters, it is necessary for the parties hereto to enter into this contract.

THEREFORE, IN CONSIDERATION OF THE PREMISES AND THE COVENANTS OF EACH OTHER, THE PARTIES HERETO AGREE as follows:

1. The parties hereto approve and agree to the acquisition, construction and financing of the Project as herein provided, under and pursuant to Act 342. The Municipalities by way of compliance with Section 29, Article VII, Michigan Constitution of 1963, consent and agree to the establishment and location of the Project within their corporate boundaries and to the use by the County of their streets, highways, alleys, lands, rights-of-way or other public places for the purpose and facilities of the Project and any improvements, enlargements or extensions thereof, and the Municipalities further agree that, in order to evidence and effectuate the foregoing agreement and consent, they will execute and deliver to the County such grants of easement, right-of-way, license, permit or consent as may be requested by the County.

2. The Project shall consist of the sewage disposal system facilities as described and specified in the preliminary plans set forth in Exhibit A, which is hereunto attached and is made a part hereof, and which preliminary plans are on file with the County Agency and are approved and adopted. The Project shall be acquired and constructed substantially in accordance with said preliminary plans and in accordance with final plans and specifications to be prepared and submitted by the consulting engineers, but variations therefrom that do not materially change the location, capacities or overall design of the Project, and that do not require an increase in the

total estimated cost of the Project, may be permitted on the authority of the County Agency. Other variations or changes may be made if approved by the County Agency and by resolution of the governing body of each Municipality and if provisions required by paragraph 5 hereof are made for payment or financing of any resulting increase in the total estimated cost. The estimate of the cost of the Project and the estimate of the period of usefulness thereof as set forth in Exhibit B are approved and adopted.

3. The County Agency shall take or cause to be taken all actions required or necessary, in accordance with Act 342, to procure the issuance and sale of bonds by the County, in one or more series, in whatever aggregate principal amount is necessary to finance the cost of the Project not paid from other sources. Such bonds shall be issued in anticipation of, and be payable primarily from, the payments to be made by the Municipalities to the County as provided in this contract, and shall be secured secondarily, if so voted by the Board of Commissioners of the County, by a pledge of the full faith and credit of the County, and the said bonds shall be payable in annual maturities the last of which shall be not more than forty years from the date thereof.

4. The County Agency shall proceed to take construction bids for the Project and, subject to the sale and delivery of bonds, enter into construction contracts with the lowest responsible bidder or bidders, procure from the contractors all necessary and proper bonds, cause the Project to be constructed within a reasonable time, and do all other things required by this contract and the laws of the State of Michigan. The County Agency may, in its sole discretion, retain the services of a third-party engineering firm to perform contract administration of the Project, and payment for such services shall be the responsibility of the Municipalities as part of the cost of the Project as described in paragraph 6 hereof. All certificates for required payments to contractors shall be approved by the consulting engineers before presentation to the County Agency and the latter shall be entitled to rely on such approval in making payments.

5. In the event that it shall become necessary to increase the estimated cost of the Project for any reason, or if the actual cost of the Project shall exceed the estimated cost, whether as the result of variations or changes made in the approved plans or otherwise, then the County Agency shall not be obligated to pay such increased or excess cost unless the governing body of each Municipality shall have adopted a resolution approving such increase or excess and agreeing that the same (or such part thereof as is not available from other sources) shall be defrayed by the issuance of increased or additional bonds in anticipation of increased or additional payments agreed to be made by the Municipalities to the County in the manner hereinafter provided; provided, however, that the adoption of such resolutions by the governing bodies of the Municipalities shall not be required prior to or as a condition precedent to the issuance of additional bonds by the County if the County previously has issued or contracted to sell bonds to pay all or part of the cost of the Project and the issuance of the additional bonds is necessary (as determined by the County) to pay such increased, additional or excess costs as are essential to completion of the Project according to the plans as last approved prior to the time when the previous bonds were issued or contracted to be sold.

6. The Municipalities shall pay to the County their respective shares of the entire cost of the Project not defrayed by grants and funds available from other sources. The Municipalities hereby acknowledge that, except as may be pledged by the County for payment of bonds as described in paragraph 3 hereof or as may be advanced by the County pursuant to paragraph 13 hereof, no County general funds shall be appropriated or pledged pursuant to this contract or for the Project. The County's role in the Project is strictly limited to that set forth in Act 342, and the Municipalities shall be solely responsible for all administration, finance and construction costs (including attorney fees and all dispute resolution costs), and all costs of operation and maintenance of the Project. Without limiting the general nature of the preceding sentence, the cost to be paid by the Municipalities shall include, in addition to the items of the nature set forth in Exhibit B (represented by the principal amount of the bonds to be issued by

the County), all interest payable by the County on said bonds, all paying agent fees and other expenses and charges (including the County Agency's administrative expenses) that are payable on account of said bonds (such fees, expenses and charges being herein called "bond service charges"), all costs and expenses relating to lawsuits as described in paragraph 19 hereof and all items of cost described in paragraph 7 hereof. The cost of the Project is hereby allocated to the Municipalities in accordance with the percentages and amounts set forth in Exhibit B. Such payments of each Municipality shall be made to the County in annual installments, which shall be due and payable at least thirty days prior to each interest payment date specified in the County bonds. Such annual installments shall commence on the date that interest (other than capitalized interest) or principal first becomes payable on the bonds, and the aggregate amount of the installments shall be at least sufficient to pay, when added to the amount of the installments of the other Municipalities due and payable, all principal and interest on the bonds, all bond service charges payable on account of the bonds and all other costs described in this paragraph. The County Agency, within thirty days after delivery of the County bonds to the purchaser, shall furnish the treasurer of each Municipality with a complete schedule of the principal of and interest on the bonds, and the County Agency also, at least thirty days before each payment is due, shall advise the treasurer of each Municipality of the amount payable to the County on such date. If a Municipality fails to make any payment to the County when due, the same shall be subject to a penalty of 1% thereof for each month or fraction thereof that such amount remains unpaid after due. Failure of the County Agency to furnish the schedule or give the notice as above required shall not excuse a Municipality from the obligation to make payments when due. The foregoing obligations shall apply to all bonds issued by the County to defray the cost of the Project. Payments shall be made by each Municipality when due whether or not the Project has then been completed or placed in operation.

7. The County Agency is hereby authorized, but not required, to utilize County personnel for the administration of the Project. The Municipalities agree that the costs of

contract administration, auditing and financial services shall be part of the cost of the Project for purposes of paragraph 6 hereof, whether such services are provided by County personnel or third parties. In the case of County personnel, the costs attributed to the Project shall include the allocable share of such personnel's salary and fringe benefits to the Project as determined by the County Agency.

8. If one or more of the Municipalities shall pay its share of the cost of the Project, or any portion thereof, prior to the issuance of the bonds, the obligations of such Municipality shall be adjusted accordingly so that when applied to the principal, interest and bond service charges, such percentages after taking into consideration such advance payments will result in each Municipality being required to pay its appropriate share of the cost of the Project as set forth in paragraph 6 hereof. A Municipality may pay in advance of maturity all or any part of its installment due the County on the bonds by surrendering to the County bonds issued hereunder of a like principal amount maturing in the same calendar year or by paying to the County in cash the principal amount of any County bonds that are subject to redemption prior to maturity, plus all interest thereon to the first date upon which such bonds may be called for redemption, and plus all applicable call premiums and bond service charges, and in such event the County Agency shall call said bonds for redemption at the earliest possible date. The installments or parts thereof so prepaid shall be deemed to be the installments or parts thereof falling due in the same calendar year as the maturity dates of the bonds surrendered or called for redemption.

9. The proceeds of sale of the bonds shall be used solely and only to pay the cost of the Project, and after completion thereof and payment of all costs in connection therewith, any surplus remaining from the sale of the bonds shall be (i) used to purchase the bonds on the open market or (ii) retained by the County Agency as a reserve for payment of the bond principal and interest maturities next falling due, and in such event the contract obligations of the Municipalities in respect to such bonds or such maturities shall be reduced by the principal

amount of bonds so purchased or of said reserve, said reduction in case of the purchase of bonds to be applied as to year in accordance with the year of the maturity of the bonds so purchased. Any bonds so purchased shall be cancelled. In the alternative, such surplus may be used, on request of a Municipality and approval by the Board of Commissioners of the County, to extend, enlarge or improve the System or to acquire and construct additional sewage disposal system improvements and facilities to serve the Municipality.

10. Each Municipality, pursuant to the authorization of Section 5a of Act 342, hereby pledges its full faith and credit for the prompt and timely payment of its obligations expressed in this contract and, subject to applicable constitutional, statutory and charter tax limitations, each year shall levy a tax on the taxable property located in the Municipality in an amount that, taking into consideration estimated delinquencies in tax collections, will be sufficient to pay its obligations under this contract becoming due before the time of the following year's tax collections; provided, however, that if at the time of making its annual tax levy, a Municipality shall have on hand in cash other funds, including special assessment funds and sewage disposal system revenues, that have been set aside and pledged or are otherwise available for the payment of such contractual obligations falling due prior to the time of the next tax collection, then the annual tax levy may be reduced by such amount. The governing body of each Municipality each year, at least 90 days prior to the final date provided by law or charter for the making of the annual tax levy, shall submit to the County Agency a written statement setting forth the amount of its obligations to the County that become due and payable under this contract prior to the time of the next following year's tax collections, the amount of the funds that the Municipality has or will have on hand or to its credit in the hands of the County that have been set aside and pledged for payment of said obligations to the County and the amount of the taxes next proposed to be levied for the purpose of raising money to meet such obligations. The County Agency promptly shall review such statement and, if it finds that the proposed tax levy is insufficient, it shall so notify the governing body of the Municipality. The County Agency agrees to use any

Municipality's funds on hand with the County Agency, to the extent available, to make such Municipality's payments due on this contract as directed by the Municipality. Each of the Municipalities hereby covenants and agrees that it will thereupon increase its levy to such extent as may be required by the County Agency.

11. In the event that a Municipality shall fail for any reason to pay to the County Agency at the times herein specified the amounts herein required to be paid, the state treasurer or other official charged with the disbursement of unrestricted state funds returnable to the Municipality pursuant to the Michigan constitution is authorized hereby to withhold sufficient funds to make up any default or deficiency in funds. In the event the County is required to advance any money by reason of its pledge of full faith and credit on the bonds to be issued to finance the acquisition and construction of the Project on account of the delinquency of a Municipality, the County Treasurer shall notify the state treasurer to deduct the amount of money so advanced by the County from any unrestricted moneys in the state treasurer's possession belonging to the Municipality and to pay such amount to the County. In addition to the foregoing, the County shall have all other rights and remedies provided by law to enforce the obligations of the Municipalities to make payments in the manner and at the times required by this contract. It is specifically recognized by each of the Municipalities that the payments required to be made by it pursuant to the terms of this contract are to be pledged for the payment of the principal of and interest on bonds to be issued by the County, and each of the Municipalities covenants and agrees that it will make its required payments to the County promptly and at the times herein specified, without regard as to whether the Project herein contemplated is actually completed or placed in operation; provided, however, that nothing herein contained shall limit the obligation of the County to perform in accordance with the covenants contained herein.

12. No change in the jurisdiction over any territory in any of the Municipalities shall impair in any manner the obligations of this contract or affect the obligations of the Municipalities hereunder. In the event that all or any part of the territory of any Municipality is incorporated as a new city or village or is annexed to or becomes a part of the territory of another municipality, the municipality into which such territory is incorporated or to which such territory is annexed shall assume the proper proportionate share of the contractual obligations (including the pledge of full faith and credit) of such Municipality, which proper proportionate share shall be fixed and determined by the County Agency and shall be binding upon all parties concerned unless, within sixty (60) days after such incorporation or annexation becomes effective, the governing body of the municipality into which such territory is incorporated or to which such territory is annexed and the governing body of such Municipality shall by mutual agreement and with the written approval of the County Agency fix and determine such proper proportionate share. The County Agency, prior to making such determination, shall receive a written recommendation as to the proper proportionate share from a committee composed of one representative designated by the governing body of such Municipality, one designated by the governing body of the new municipality or the municipality incorporating or annexing such territory and one independent registered engineer appointed by the County Agency. Each governmental unit shall appoint its representative within fifteen (15) days after being notified to do so by the County Agency and within a like time the County Agency shall appoint the engineer third member. If any such representative (other than the appointee of the County Agency) is not appointed within the time above provided, then the County Agency may proceed without said recommendation. If the committee shall not make the recommendation within forty-five (45) days after its appointment or within any extension thereof by the County Agency, then the County Agency may proceed without such recommendation.

13. The County may advance funds, if approved by resolution adopted by a 2/3 vote of the members-elect of its Board of Commissioners (as required by Section 8 of Act 342) for

administrative expenses, including engineering, legal and consulting expenses, incurred by the County Agency in the performance of its duties and powers authorized by Act 342 and for purposes of obtaining maps, plans, designs, specifications, cost estimates, rights-of-way and permits for the Project. In such event, and to avoid paying interest on the advance, the Municipalities shall, not later than two years after the date of adoption of the resolution of the County Board of Commissioners approving such advance, reimburse the County for their respective shares of the amount of any such advance; provided, however, that (i) the County Board of Commissioners may extend the due date of such reimbursement by resolution adopted by a 2/3 vote of its members-elect and (ii) the respective obligation of each Municipality shall be reduced to the extent that County bonds are issued and the proceeds thereof are used to reimburse the County for such advances. The obligations of the Municipalities to pay the amounts set forth in this paragraph are full faith and credit obligations as described in paragraph 10 hereof. The County shall have all rights and remedies provided by this contract and Act 342 and otherwise pursuant to law to enforce the obligations of the Municipalities described in this paragraph. In the event that any Municipality fails to reimburse the County for an advance made pursuant to this paragraph when due, such Municipality shall pay to the County interest on such unreimbursed amount from the date of such advance to the date of repayment at the interest rate prevailing on six-month United States Treasury Bills on the date of adoption of the resolution of the County Board of Commissioners approving the advance, to be compounded quarterly.

14. If County bonds are not sold to finance the acquisition and construction of any portion of the Project within three years from the date of this contract through no fault of the County or if the Project is abandoned for any reason, the Municipalities shall pay, or reimburse the County for the payment of, all engineering, legal and other costs and expenses incurred by the County Agency in connection with the Project in the percentages set forth in Exhibit B and the Municipalities shall be entitled to all plans, specifications and other engineering data and materials. The provisions of this paragraph may be waived or extended, either before or after the

expiration of the three year period, by resolution of each of the governing bodies of the Municipalities and the Board of Commissioners of the County.

15. After completion of the Project the operation and maintenance of the Project shall be in accordance with applicable agreements between the County and the Municipalities.

16. It is understood and agreed by the parties hereto that the System is to serve the Municipalities and not the individual property owners and users thereof, unless by special arrangement between the County Agency and the Municipalities. The responsibility of requiring connection to and use of the System and/or providing such additional facilities as may be needed shall be that of the Municipality wherein such property is located and such Municipality shall cause to be constructed and maintained, directly or through the County, any such necessary additional facilities. The County shall not be obligated to acquire or construct any facilities other than those designated in paragraph 2 hereof.

17. The County shall have no obligation or responsibility for providing facilities except as herein expressly provided with respect to the acquisition and construction of the Project or as otherwise provided by contract. The Municipalities shall have the authority and the responsibility to provide such other facilities and shall have the right to expand the facilities of the System by constructing or extending sewers or related facilities, connecting the same to the System, and otherwise improving the System. It is expressly agreed, nevertheless, that no such connection shall be made to the System and no improvements, enlargements or extensions thereof shall be made without first securing a permit therefor from the County. Any such permit may be made conditional upon inspection and approval of new construction by the County.

18. To the fullest extent permitted by law, and except as covered by the contractor's liability insurance, the Municipalities shall indemnify and hold harmless the County and the

County Agency, and agents and employees of each of them, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from design or construction work relating to the Project, including, without limitation, claims for damage to public or private property and for injuries to or death of any person or persons, excluding, however, any claims or causes of action resulting from the County's or the County Agency's sole negligence.

19. The parties hereto agree that the costs and expenses of any lawsuits or Claims (as hereinafter defined) arising directly or indirectly out of this contract or the construction or financing of the Project, to the extent that such costs and expenses are chargeable against the County or the County Agency, shall be deemed to constitute a part of the cost of the Project and shall be paid by the Municipalities in the same manner as herein provided with respect to other costs of the Project. In the event of such litigation or claims, the County Agency shall consult with the Municipalities and shall retain legal counsel agreeable to the County and the Municipalities to represent the County; provided that if the County and the Municipalities cannot agree as to such representation within a reasonable time, the County Agency shall exercise its discretion as to the retention of such counsel. In this contract, "Claims" means any alleged losses, claims, complaints, demands for relief or damages, liability, penalties, costs, and expenses, including, but not limited to, reimbursement for reasonable attorney fees, witness fees, court costs, investigation expenses, litigation expenses, amounts paid in settlement, and/or other amounts or liabilities of any kind which are imposed on, incurred by, or assessed against the County, County Agency or Municipalities, or for which the County, County Agency or Municipalities may become legally and/or contractually obligated to pay or defend against, whether direct, indirect or consequential, whether based upon any alleged violation of the federal or the State constitution, any federal or State statute, rule, regulation, or any alleged violation of federal or State common law, whether any such claims are brought in law or equity, tort, contract, or otherwise, and/or whether commenced or threatened. This paragraph shall not apply

to a lawsuit instituted by any of the Municipalities to enforce their respective rights under this contract.

20. All powers, duties and functions vested by this contract in the County shall be exercised and performed by the County Agency, for and on behalf of the County, unless otherwise provided by law or in this contract.

21. The parties hereto recognize that the holders from time to time of the bonds to be issued by the County under the provisions of Act 342, and secured by the full faith and credit pledge of each of the Municipalities to the payment of the principal of and interest on the bonds as set forth in this contract, will have contractual rights in this contract, and it is therefore covenanted and agreed that so long as any of said bonds shall remain outstanding and unpaid, the provisions of this contract shall not be subject to any alteration or revision that would affect adversely either the security of the bonds or the prompt payment of principal or interest thereon. The right to make changes in this contract, by amendment, supplemental contract or otherwise is nevertheless reserved insofar as the same do not have such adverse effect. The parties hereto further covenant and agree that they each will comply with their respective duties and obligations under the terms of this contract promptly, at the times and in the manner herein set forth, and will not suffer to be done any act that would impair in any way the contract of said bonds, the security therefor or the prompt payment of principal and interest thereon. It is declared hereby that the terms of this contract and of any amendatory or supplemental contract and any contract entered into pursuant hereto, insofar as they pertain to said bonds or to the payment of the security thereof, shall be deemed to be for the benefit of the holders of said bonds.

22. In the event that any one or more of the provisions of this contract for any reason shall be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or

unenforceability shall not affect any other provisions hereof, but this contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

23. This contract shall become effective after its execution by each party hereto and the expiration of 45 days after the date of publication of the notice required by Section 5b of Act 342; provided, however, that if, within the 45-day period, a proper petition is filed with the Clerk of any Municipality in accordance with the provisions of Section 5b of Act 342, this contract shall not become effective until approved by the vote of a majority of the electors residing in such Municipality qualified to vote and voting thereon at a general or special election. This contract shall terminate forty (40) years from its date or on such earlier date when the Municipalities are not in default hereunder and the principal, interest and bond service charges on the bonds issued as hereinabove described and all other amounts owed by the Municipalities to the County hereunder are fully paid and discharged. This contract shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Nothing herein contained, however, shall require the County to finance the Project if it is unable to sell the bonds to finance the same. This contract may be executed in any number of counterparts.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed and delivered by the undersigned, being duly authorized by their respective governing bodies.

COUNTY OF OAKLAND

Executed on _____, 2013

By: _____
County Water Resources Commissioner
(County Agency)

CITY OF AUBURN HILLS

Executed on _____, 2013

By: _____
Mayor

And: _____
Clerk

CHARTER TOWNSHIP OF INDEPENDENCE

Executed on _____, 2013

By: _____
Supervisor

And: _____
Clerk

VILLAGE OF LAKE ORION

By: _____
President

Executed on _____, 2013

And: _____
Clerk

CHARTER TOWNSHIP OF OAKLAND

By: _____
Supervisor

Executed on _____, 2013

And: _____
Clerk

CHARTER TOWNSHIP OF ORION

By: _____
Supervisor

Executed on _____, 2013

And: _____
Clerk

CHARTER TOWNSHIP OF OXFORD

By: _____
Supervisor

Executed on _____, 2013

And: _____
Clerk

VILLAGE OF OXFORD

By: _____
President

Executed on _____, 2013

And: _____
Clerk

CITY OF ROCHESTER

By: _____
Mayor

Executed on _____, 2013

And: _____
Clerk

CITY OF ROCHESTER HILLS

By: _____
Mayor

Executed on _____, 2013

And: _____
Clerk

CHARTER TOWNSHIP OF WATERFORD

By: _____
Supervisor

Executed on _____, 2013

And: _____
Clerk

CHARTER TOWNSHIP OF WEST
BLOOMFIELD

By: _____
Supervisor

Executed on _____, 2013

And: _____
Clerk

EXHIBIT "A"
PERRY STREET PUMP STATION AND FORCEMAIN
PROJECT DESCRIPTION

The Clinton Oakland Sewage Disposal System (COSDS) is a regional sewer service district that serves 12 communities in central and northern Oakland County. Wastewater treatment from the district is discharged to the Oakland Macomb Interceptor (OMID) and ultimately discharged through the City of Detroit's combined sewer system to the Detroit Wastewater Treatment plant. The proposed Perry Street Diversion Pumping Station will be constructed to be capable of diverting 30% of the flows from the OMID and to transmit those flows to the recently acquired Pontiac Wastewater Treatment Facilities. A concrete diversion structure constructed around the existing 48" interceptor will allow a portion of interceptor flow to be diverted to the Perry Street Pump Station (PSPS). When flow is diverted, the flow in the downstream reach of the COSDS Interceptor will be reduced. The PSPS construction will include inlet diversion structure, site utilities, including new sewage grinding equipment, hydraulic gates, dry pit submersible pumps with variable speed drives, associated piping, meters and valves, hoisting equipment, standby power generators, HVAC equipment, electrical gear, telemetry, SCADA controls and all necessary site work.

The PSPS will discharge an average flow of 14 cfs and a peak flow of 36 cfs to a 36-inch HDPE forcemain that will bring the sanitary sewage to the Pontiac Auburn WWTP. The route for the forcemain consists of the following five (5) segments:

Segment 1

Galloway Park (COSDS to GTWRR): The project route begins at the proposed junction chamber to be constructed over the existing 48-inch diameter COSDS interceptor sewer located at the City of Pontiac's Galloway Park. This junction chamber and the proposed Perry Pump Station are proposed to be constructed in a grass area between the Ewalt Community Center parking lot, the Galloway Park fenced baseball field, and upland of the Galloway Creek established floodplain. From this location, the proposed forcemain route traverses southwesterly, approximately 1,000 feet, through Galloway Park to the abandoned Grand Trunk Western Railroad right-of-way.

Segment 2

Grand Trunk Western Railroad Right-of-Way (Galloway Park to Silverdome): From Galloway Park, the proposed forcemain route continues southerly, approximately 8,400 feet, within the GTWRR right-of-way (150 feet wide) to the south line of the Pontiac Silverdome property at M-59.

Segment 3

Pontiac Silverdome (GTWRR to M-59): From the Grand Trunk Western Railroad right-of-way, the proposed forcemain route continues easterly, approximately 800 feet, within the Pontiac Silverdome property. The proposed alignment intercepts and parallels the existing Galloway

Creek Sewer that is located 20 feet north of the south property line of the Silverdome. This proposed section of foremain lies within the existing 40 foot wide easement to the City of Pontiac for the Galloway Creek Sewer.

Segment 4

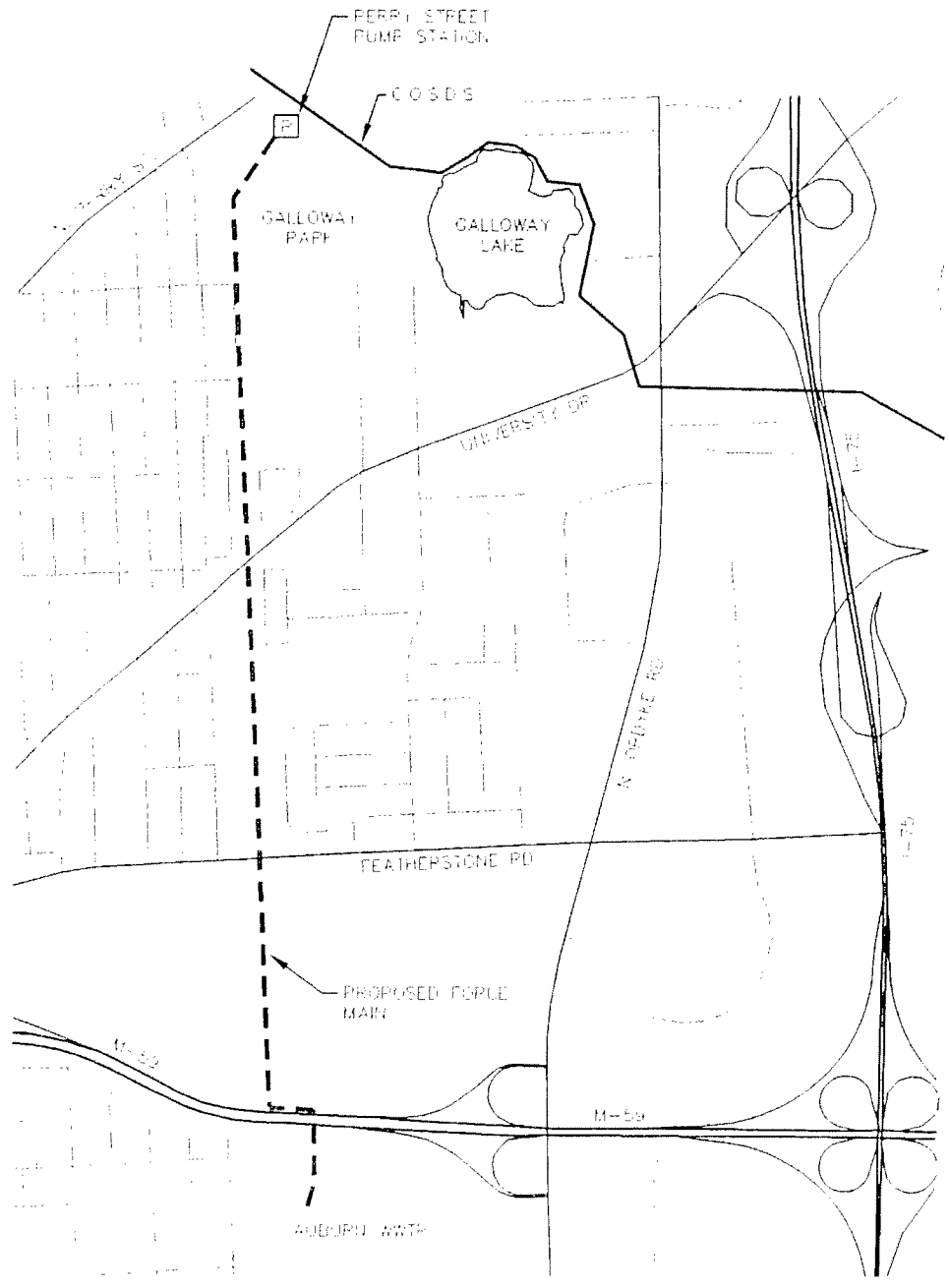
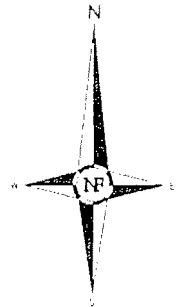
M-59 (Pontiac Silverdome to Auburn WWTP): The foremain will connect to the existing City of Pontiac 36-inch diameter sewer between the Silverdome and the City of Pontiac's Auburn Wastewater Treatment Plant in the M-59 right-of-way. This existing 36-inch diameter sewer crossing of M-59 will be CIPP lined and utilized as part of this project.

Segment 5

Auburn WWTP (M-59 to Junction Chamber): From the existing manhole on the City of Pontiac Auburn WWTP property, just south of M-59; the proposed route continues southerly along the west side of the gravel parking lot to the proposed junction chamber that is located approximately 150 feet north of the Auburn WWTP Grit Tank.

The proposed location of the Project is shown on Figure 1.

EXHIBIT "A"
 FIGURE 1
 PERRY STREET PUMP STATION & FORCE MAIN
 CITY OF PONTIAC, OAKLAND COUNTY, MICHIGAN



Location Map
 N.T.S.

LEGEND	
	PROPOSED FORCE MAIN
	C.O.S.D.'S INTERCEPT
	PROPOSED PUMP STATION

EXHIBIT "B"

PERRY STREET PUMP STATION & F.M. PROJECT
 PRELIMINARY ESTIMATE OF PROJECT COSTS
 REVISED 03-14-13

	Pump Station Project Costs	Force Main & Reg Project Costs	Project Costs
1) Contracted Services: Construction Cost			
a Pump Station	\$ 14,581,153	----	\$ 14,581,153
b Force Main	----	\$ 6,726,560	\$ 6,726,560
Sub Total Construction Cost	\$ 14,581,153	\$ 6,726,560	\$ 21,307,713
2) Engineering Consultants			
a Preliminary Phase	\$ 72,517	\$ 27,552	\$ 100,069
b Design Phase	\$ 193,666	\$ 39,223	\$ 232,889
c Construction Phase	\$ 112,931	\$ 42,907	\$ 155,838
d Resident Project Representative	\$ 254,736	-	\$ 254,736
e Geotechnical Services	\$ 40,511	\$ 18,689	\$ 59,200
f Construction Testing	\$ 125,000	\$ 30,000	\$ 155,000
Sub Total Engineering Consultants	\$ 799,361	\$ 158,371	\$ 957,732
3) Legal & Financial			
a Land Appraisals	\$ -	\$ 12,000	\$ 12,000
b Land Acquisition	\$ -	\$ 27,000	\$ 27,000
c Legal Costs	\$ -	\$ 10,000	\$ 10,000
d Bond Counsel	\$ 71,040	\$ 24,960	\$ 96,000
e Financial Consultant	\$ 25,900	\$ 9,100	\$ 35,000
Sub Total Legal & Financial	\$ 96,940	\$ 83,060	\$ 180,000
4) County Services:			
a Administration & General	\$ 11,193	\$ 8,249	\$ 19,442
b Engineering	\$ 171,966	\$ 82,857	\$ 254,823
c Right-Of-Way	\$ 821	\$ 2,422	\$ 3,243
d Construction Inspection	\$ -	\$ 178,288	\$ 178,288
e Survey Crew	\$ 4,264	\$ 38,376	\$ 42,640
f Indirect Costs	\$ 37,023	\$ 37,023	\$ 74,046
SubTotal County Services	\$ 225,267	\$ 347,214	\$ 572,481
Project Subtotal	\$ 15,702,722	\$ 7,315,205	\$ 23,017,927
5) 6% Contingency of Project Costs SRF Allowable	\$ 942,163	\$ 438,912	\$ 1,381,075
6) Total Project Cost as of 03-14-13	\$ 16,644,885	\$ 7,754,117	\$ 24,399,002

I hereby certify the period of usefulness of these facilities to be forty (40) years and upwards.

By: George P. Nichols
 George P. Nichols, P.E.
 Project Engineer

EXHIBIT "B"
PERRY STREET PUMP STATION AND FORCEMAIN

Auburn Hills.....	12.58%
Independence Township.....	7.86%
Oakland Township.....	2.29%
Village of Lake Orion.....	1.16%
Orion Township.....	9.31%
Village of Oxford.....	1.39%
Oxford Township.....	3.85%
City of Rochester.....	5.83%
City of Rochester Hills.....	23.37%
Waterford Township.....	26.01%
West Bloomfield Township.....	6.35%
TOTAL.....	100.00%