

**SOUTH HURON VALLEY
UTILITY AUTHORITY**



**CONSOLIDATED
SERVICE
AGREEMENT**

December 3, 2014

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“Final” Document for Approval by SHVUA

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EXHIBIT A	Service Area Map
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EXHIBIT C	SHVUA/Huron Township MOU dated 6/20/12 re: "Orphan Pipes"
EXHIBIT D	Romulus Non-Constituent Municipality Agreement
EXHIBIT E	SHVUA Capitalization Policy
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EXHIBIT L	O & M Billing Methodology Agreement dated 8/26/98
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EXHIBIT N	Articles of Incorporation as Amended June 3, 2011
EXHIBIT O	Bylaws adopted September, 1992
EXHIBIT P	Dispute Resolution Procedure

Resolutions of Approval from SHVUA and each Local Unit

SOUTH HURON VALLEY UTILITY AUTHORITY

SERVICE AGREEMENT

THIS AGREEMENT, made and entered into as of the 14th day of January, 2015, by and between the South Huron Valley Utility Authority, a public body corporate organized and existing under and pursuant to Act No. 233, Michigan Public Acts of 1955, as amended (hereinafter sometimes referred to as the “Authority”), and the City of Flat Rock, the City of Gibraltar, the City of Woodhaven, the Charter Township of Brownstown, the Charter Township of Huron, the Charter Township of Van Buren, and the Village of South Rockwood, all public bodies corporate in the State of Michigan (hereinafter sometimes each singularly referred to as a “Local Unit” or collectively as the “Local Units”). The Authority and each of the aforementioned Local Units constitute the “Parties” to this Agreement.

WITNESSETH:

- A. WHEREAS, the County of Wayne, a Michigan Charter County Corporation (hereinafter referred to as “Wayne”) entered into a contract with the Local Units in 1983 (hereinafter referred to as the “1983 Contract”) for purposes of establishing a wastewater disposal system in Wayne known as the South Huron Valley Wastewater Control System (hereinafter referred to as the “System”) to serve the Local Units; and
- B. WHEREAS, the 1983 contract, as amended in 1984 (hereinafter referred to as the “1984 Contract”) and amended again in 1990 (hereinafter referred to as the “1990 Contract”) provided for, among other things, the acquisition, construction and financing of a sewage disposal system; and

- C. WHEREAS, in 1988 the Local Units caused the Authority to be incorporated under and pursuant to Act No. 233, Michigan Public Acts of 1955, as amended (hereinafter sometimes referred to as "Act No. 233" or the "Act"), for the purpose of acquiring, constructing, financing, purchasing, owning, improving, enlarging, extending and operating a sewage disposal system, a solid waste management system and/or a water supply system, and further adopted Articles of Incorporation (hereinafter referred as "Articles") and Rules and Bylaws (hereinafter referred to as "Bylaws") to govern the operation of the Authority; and
- D. WHEREAS in August, 1998, the Authority and Local Units entered into an Agreement (hereinafter the "August 1998 Agreement") related to, among other things, operation and maintenance charges; and
- E. WHEREAS in September, 1998, the Authority and Local Units entered into the South Huron Valley Wastewater Control System Contract (hereinafter the "September 1998 Contract") related to the financing of improvements to the System; and
- F. WHEREAS in 1999, the Authority and Wayne entered into the South Huron Valley Wastewater Control System Transfer Agreement (hereinafter referred to as the "1999 Agreement") relating to the transfer of the System from Wayne to the Authority; and
- G. WHEREAS in 2004, the Authority and certain Local Units entered into the South Huron Valley Wastewater Control System Contract (hereinafter referred to as the "2004 Contract") related to the financing of further improvements to the System; and

- H. WHEREAS the Authority has financed improvements to the System through bond issues and cash payments received from the Local Units which financial obligations remain in force and effect; and
- I. WHEREAS the Authority is subject to the terms and conditions of an NPDES Permit and Administrative Consent Order enforced by the Michigan Department of Environmental Quality as to the operation of the System; and
- J. WHEREAS the Authority has also adopted rules and regulations applicable to users of the System (hereinafter referred to as "Rules and Regulations") which include local discharge limitations; and
- K. WHEREAS the Authority and Local Units desire to collect, codify and merge the above referenced 1983 Contract, 1984 Contract, 1990 Contract, August 1998 Agreement, September 1998 Contract, 1999 Agreement and the 2004 Contract into this new Service Agreement, to recognize various customs and practices developed and implemented by the Authority and Local Units over the years as to the System and to address other issues not referenced in the above Contracts and Agreements.

NOW, THEREFORE, in consideration of the premises and the covenant of each other, and the mutual benefits to be derived by each of the respective parties hereto, the parties hereto agree as follows:

I. Description of System

1. System Establishment and Service Area. The parties hereto acknowledge that a wastewater disposal system has been established in the County of Wayne, known as the South Huron Valley Wastewater Control System. The System shall serve an area (the “Service Area”) in Wayne and Monroe Counties, including all of the area located within the political boundaries of the City of Flat Rock, the City of Gibraltar, the City of Woodhaven, the Charter Township of Huron and the Village of South Rockwood, and a portion of the area within the political boundaries of the Charter Township of Brownstown, and the Charter Township of Van Buren. For the Charter Township of Brownstown, the Service Area for the System is the entire Township with the exception of the area in the northern end of Brownstown Township which is served by the Downriver System. For the Charter Township of Van Buren, the Service Area is the entire Township with the exception of the area in the northern end of Van Buren Township which is served by the North Huron Valley/Rouge Valley Sewer District. The Service Area for the System is shown in Exhibit A attached hereto and made a part of hereof. In accordance with the provisions of Paragraph III.4, any land annexed by a Local Unit shall be deemed to be within the Service Area.

2. System Facilities. The System is generally defined as those facilities which are designed for and used by more than one community and/or is not located entirely in one community, plus those facilities known as the “Woodhaven – Brownstown Interceptor” and the “Flat Rock Huron Interceptor” acquired by the Authority and incorporated into the System at the time of its creation in accordance with the 1984 contract. The System also includes certain interceptors located in Huron Township

known as Sections II. and III. of the 1968 Wayne County Flat Rock-Huron Township sewer system whose ownership was determined in 2012 through the execution of a Memorandum of Understanding between the South Huron Valley Utility Authority and Huron Township dated May, 2012. The interceptor known as Section IV. of the 1968 Wayne County-Flat Rock-Huron Township sewer system is owned and operated by Huron Township and is not a part of the System. The System facilities are listed in Exhibit B and the Contract between the South Huron Valley Utility Authority and Huron Township is attached as Exhibit C.

3. Usage of the System by Romulus. In accordance with the authority as set forth in Paragraph II.9 “Contracts”, the Authority has entered into an Agreement with the City of Romulus as a non-constituent municipality to allow for the utilization of a portion of the South Huron Valley interceptor system. The Romulus Non-Constituent Municipality Agreement is attached hereto as Exhibit D. The City of Romulus retains the right to utilize a portion of the Hannan Arm Interceptor to transport up to 1.02 cfs from a connection point at Chase Road and Hannan Road (MH 27 Contract 10A) through the South Huron Valley System to a downstream point located at Wabash Road and Hannan Road (MH 10 Contract 10A) whereupon an equivalent flow quantity is to be removed from the South Huron Valley interceptor system. The City of Romulus shall receive no treatment capacity at the South Huron Valley Wastewater Treatment Plant, nor have any wastewater delivery and transport rights other than as set forth in the non-constituent municipality agreement between the Authority and Romulus.

II. Authority Powers, Duties and Responsibilities:

The Authority is a municipal authority and a public body corporate comprised of all of the territory embraced within the corporate boundaries of its constituent municipalities. The Authority shall have the following general powers, duties and responsibilities including those set forth in Act 233, Public Acts of Michigan 1955 (MCL 124.281, et seq.) (the "Act"), as amended:

1. Bylaws. Adopt Bylaws for the regulation of its affairs and the conduct of its business.
2. Official Seal. Adopt an official seal and alter the seal at pleasure.
3. Office. Maintain an office at such place or places within the State as it may designate.
4. Lawsuits. Sue and be sued in its own name, plead and be impleaded in any court of this State.
5. Project Design and Construction. Determine the location of any project constructed by it under the provisions of the Act and to determine, in its discretion and without reference to any other provisions of the Act or any other law, the design, standards and the materials of construction, and construct, maintain, repair and operate the project. However, the functions, powers, and duties of the Michigan Department of Environmental Quality in connection with any such public improvements shall remain unaffected by the Act.
6. Bonds. Issue bonds of the Authority for any of its corporate purposes under such means as may be provided in the Act. If revenue bonds are issued under the provisions of Section 12 or Section 12(b) and 12(c) of the Act, the revenue bonds

shall be payable solely from the revenues pledged for their payment as provided in the Act. For the purposes of obtaining funds for the acquisition, construction, improving, enlarging or extending of a sewage disposal system, solid waste management system, and/or a water supply system, the Authority may, upon ordinance or resolution duly adopted by it, issue its negotiable bonds, secured by the contractual full faith and credit pledges of each contracting municipality, in accordance with and subject to the provisions of the Act. The Authority may issue self-liquidating revenue bonds in accordance with the provisions of Act 94, Public Acts of Michigan, 1933, as amended, being Sections 141.101 to 141.139, inclusive, of the Compiled Laws of 1948, or any other act providing for the issuance of revenue bonds, which bonds shall be payable solely from the revenues of the sewage disposal, solid waste management, and/or water supply system. The charges specified in any contract or contracts securing said bonds shall be subject to increase by the Authority at any time if necessary in order to provide funds to meet its obligations. Any contract authorized herein shall be for a period of not exceeding 40 years. Pursuant to the provisions of Paragraph IV.10, any bond issuance must be approved by unanimous agreement of all seven Board Members.

7. Rules and Regulations. Adopt and promulgate rules and regulations for the use of any project constructed by it under the provisions of the Act.

8. Property. Acquire, hold and dispose of real and personal property in the exercise of its powers and the performance of its duties under the Act. The Authority may acquire private property by purchase, construction, lease, gift, devise or condemnation, either within or without its corporate limits, and may hold, manage,

control, sell, exchange or lease such property. For the purpose of condemnation, it may proceed under the provisions of Act 149, Public Acts of Michigan, 1911, as now or hereafter amended, or any other appropriate statute.

9. Contracts. The Authority and its constituent municipalities may enter into a contract or contracts providing for the acquisition, purchase, construction, improvement, enlargement, extension, operation and financing of a sewage disposal system, a solid waste management system, and/or a water supply system, as authorized and provided in the Act. The Authority may enter into contracts with any non-constituent municipality, as authorized and provided in said Act, for the furnishing of sewer, solid waste, or water service from any facilities owned or operated by the Authority, which contract shall provide for reasonable charges or rates for such service furnished. No contract shall be for a period exceeding 40 years.

The Board shall not enter into any contract for professional services where the contract would, in the opinion of a majority of the Board, result in a conflict of interest, provided, however, that any consultant, either as a firm or individual, engaged by the Authority to provide professional services relating to financial, technical and/or legal issues may also provide professional services to a Local Unit if the professional services provided to the Authority and the Local Unit do not result in a conflict of interest as to any issue before the Board and, provided further, that the ethical rules of the consultants' profession do not require the consultant to cease providing professional services to the Authority. Prior to awarding any professional services contract, the Board shall obtain from the firm a document which discloses all existing or pending contracts with any Local Unit. In addition, any firm or individual providing professional

services to the Board shall inform the Board of any new work to be undertaken for a Local Unit which new work could reasonably be viewed as possibly resulting in a conflict of interest with work being performed on behalf of the Authority, prior to initiating such new work. In the event that the Board determines that a conflict of interest has arisen or may arise on an issue, the Board may require the consultant firm or individual to abstain from participating on behalf of the Authority as to that particular issue. The provisions of this Paragraph shall not apply to professional services provided by a Local Unit to the System on a fee reimbursement basis, such as the accounting services which may be provided by a Local Unit.

10. Personnel. The Authority may employ such personnel and employees as it may consider desirable, and may retain from time to time the services of attorneys and engineers, and fix the compensation therefore.

11. Rates and Charges. The Authority through its Board shall establish fees, charges, costs and the payment thereof as follows:

(a) Flow Based Billing. A rate or charge for the utilization of the System shall be established, based upon the sewage flow that each community delivers for treatment to the System. The sewage flow shall be determined by meters installed or to be installed for this purpose. In the event of a failure of the meters or in their absence, the sewage flow shall be estimated on an equitable formula to be approved by the Board. The formula shall include credits as may be approved by the Board to subtract the estimated quantity of Infiltration and Inflow (I/I) into the SHV interceptors from the total flow measured by the billing meters. On an annual basis, the Authority shall adjust the charges to each community through an end-of-year Look Back

Adjustment. The Look Back Adjustment shall be prepared by utilizing actual metered billable flows for each Local Unit to develop the percentage of costs to be allocated to each Local Unit. These percentages shall then be applied to the actual expenses budgeted in the O&M cost category including O&M, depreciation and budgeted capital outlay to determine the amount due from each Local Unit. The difference between the calculated amount and the amount paid by each Local Unit shall be determined as the annual Look Back Adjustment. Any Local Unit who is determined, as a result of the Look Back Adjustment, to have overpaid shall be issued a refund or credit in the amount of the overpayment. Any Local Unit who is determined, as a result of the Look Back Adjustment, to have underpaid shall be invoiced for the amount of the underpayment, and shall reimburse the Authority for the full amount of the underpayment. Such reimbursement shall be made either as a single lump sum payment to the Authority or as a series of monthly installment payments for a period not to exceed 12 months unless the Board approves a longer period of time for the reimbursement based on a determination that the collection of funds within a 12 month period would create a financial hardship to the Local Unit. Any extension of the reimbursement period beyond 12 months shall be at the Board's sole discretion, and the reimbursement period shall not exceed 24 months.

Approval of the rate shall be by majority vote of the Board consistent with the provisions of Paragraph IV.10, and the Board shall, when establishing the rate, take into consideration the cost of operation of the System, (including administrative costs) maintenance, repairs and any capital improvements required to be made by the Authority. For purposes of this Agreement, the term "capital improvement" means any

fixed asset with a value in excess of the threshold established in the Capitalization Policy approved by the Board for a project which increases the capacity or efficiency of infrastructure needs or which extends their useful life, and is capitalized by the System's accountant. The SHVUA Capitalization Policy is included as Exhibit E. The Capitalization Policy and the threshold for capitalizing projects may be modified from time to time by majority vote of the Board.

(b) O&M Responsibility. The Board shall be responsible for the operation, maintenance and repair of the System.

(c) Capital Improvements. Any capital improvements to the System, including expansion of the plant, shall be the primary responsibility of the Authority. The cost thereof and the method of payment shall be determined by the Authority, but to the extent possible capital improvements with a cost of \$500,000 or less shall be paid out of the revenues of the System. The apportionment of costs for any capital improvement with a cost greater than \$500,000 to be undertaken by the Authority shall be consistent with the following provisions, and shall be approved by a majority vote of the Board consistent with the provisions of Paragraph IV.10.

(i) Capital improvements to upgrade, augment, renovate or replace existing SHV facilities as defined in Paragraph I.2, but with no increase in capacity, shall be apportioned to all Local Units based on their proportionate usage of the plant as determined by the billable flows from the billing meters. The determination of usage by the Local Units shall be established using the average flows over the three most recent complete calendar years unless the Board, by unanimous vote, approves an alternative period of time to be used for this purpose. The usage values shall be the basis for

allocating the capital cost, and may be used to establish bond payment amounts if bonds are to be sold to finance the capital improvement. Usage values shall remain in effect until the debt obligation of the project being financed is retired even if the billable flow volumes change over that time period;

(ii) Capital improvements to provide additional interceptor transport capacity to one or more Local Units or to provide additional treatment capacity to one or more Local Units shall be apportioned to the Local Unit or Local Units whose capacity is being increased;

(iii) Capital improvements to provide transport or treatment capacity to a non-constituent community: costs to be apportioned to the non-constituent community.

(d) Sanctions. The Board shall also provide for appropriate sanctions in the event any community exceeds its purchased capacity, including corrective actions or other sanctions as set forth in Paragraph V.2.c.

12. Surplus Funds. The Board shall make provisions for the reimbursement of any surplus monies derived by the Authority from the participating municipalities after payment of all required expenses, including needed reserve accounts, to the participating municipalities in the same ratio as the same have been collected from said participating municipalities except for special receipts such as special assessments, which are not apportionable to any participating municipality other than the municipality from which the same was collected.

13. Annual Audit. The Authority shall cause an annual audit to be made of its financial transactions by an independent certified public accountant and shall furnish copies thereof to the Authority and each constituent municipality.

14. Insurance. The Authority shall maintain adequate insurance coverage on all equipment and property of the Authority and against any loss or damages resulting from the negligent operation, the cost thereof to be included in the annual budget. The Authority shall provide or cause to be provided adequate insurance of such types including property and equipment in such amounts on the System as would ordinarily be carried by private companies engaged in a similar enterprise, which insurance shall include sufficient liability insurance protecting all parties hereto against loss on account of damage or injury to persons or property imposed by reason of the ownership or operation of the System or resulting from any act or omission or commission on the part of any party hereto, their agents, officers or employees, in connection with the operation, maintenance or repair of the System. The cost of such insurance shall be deemed to be an operating expense of the Local Units and if incurred may be included in the annual budget and/or may be added to any contractual payments due and be secured in the same fashion.

15. State and Federal Aid. The Authority may apply for any state or federal aid in the construction, support, maintenance and operation of the public sanitary sewer system on either its own behalf or as agent for a participating municipality or municipalities.

16. Capital Improvements. The Authority may make any capital improvements to the System, including expansion of the System facilities and determine

the cost thereof and the method of payment, provided the payment shall be made out of the revenues to the System to the extent possible.

17. Powers – Articles of Incorporation and Bylaws. Those powers granted by the Authority's Articles of Incorporation and Bylaws and those incident thereto.

18. Powers – Statutory. All powers necessary to carry out the purposes of the Authority's incorporation and those incident thereto. All powers granted by any charter or other statute now in effect or hereafter adopted or amended. The enumeration of any powers of the Act shall not be construed as a limitation upon the Authority's general powers.

19. System Management. The Authority will be responsible to operate, maintain and administer the System on behalf of the Local Units and not individual users. The Authority will cause the System to be operated, maintained, and administered on the basis of sound public utility operational procedure and in compliance with contractual and legal obligations applicable thereto. A description of the general approach for operating the System during various conditions including dry weather, wet weather, and post wet weather transitional periods is included in the SHVUA System Management Plan, a copy of which is included in Exhibit F. The Authority will use its best efforts to keep all facilities of the System in proper repair and working order and make or cause to be made any repairs or replacements and do any further acts which in the judgment of the Authority may be necessary in order to maintain the System in good condition and repair. However, the Authority shall not be liable to any Local Unit or any individual user therein for any interruption in service. The Authority will comply with all applicable federal, state, and local regulations relative to

the System's construction, operation and maintenance. The Authority shall have title to and possession of the System, as agent for its constituent members, and shall have responsibility for operation, maintenance and repair thereof, but shall have the right by contract to delegate such responsibility in whole or in part to an agent or agents on such terms as the Authority may deem fair and proper. Such delegation may be to the Local Units, or any other designated agent or agents. The Authority (or in the event of such delegations, the agent or agents of the Authority) shall have the right to exercise such functions of operation, maintenance and repair within its corporate boundaries. However the Authority shall retain and shall not transfer title to and possession of the System so long as bonds are outstanding which prohibit such transfer.

20. Connections. The Authority shall require the Local Units to connect to available sewer facilities and to the extent permitted by law, to prohibit the acquisition or maintenance of any public sanitary sewer or public or private sewage disposal facilities within the Service Area which do not connect to the facilities of the System, except by specific written approval of the Authority. The Authority shall require the Local Units to collect waste water and deliver the same to the System and to cause the collector facilities to be constructed and maintained, in accordance with the Rules and Regulations of the Authority.

21. Service Area Flows. The Authority shall not be obligated to serve areas outside of the Service Area or to construct other facilities, but the Authority may contract to serve areas outside of the Service Area so long as the rights of the Local Units are not infringed upon, any revenues from such service outside of the Service Area inure to the benefit of the System and appropriate buy-in payment to the System is arranged.

The Authority is authorized to serve and shall serve only the Local Units and only as governmental units and is not authorized to serve and shall not serve any premises, customers or users within such governmental units. All premises connected to or served by the System within the Local Units shall be and remain customers of the respective Local Units. The Authority shall have no obligation or responsibility to provide sewage disposal system facilities to serve the Local Units except as herein or otherwise provided by this Agreement.

22. Storm Water Prohibition. The Authority shall prohibit the connection either directly or indirectly of storm water sewers to the System and shall further prohibit and prevent as nearly as is practicable the introduction of storm water into the System. The Authority shall monitor the System to carry out the prohibition and prevention of the entry of storm waters into the System.

23. Delinquency and Remedies. In the event that a Local Unit is delinquent for a period of 90 days or more in payment of any of the charges due from it to the Authority hereunder and where those charges have not been disputed, the Authority shall have the right to impose penalties and/or other sanctions including, but not limited to: a) Late fees at 1% per month or fraction thereof for each month for which the charges are unpaid; b) prohibition on new connections to the System or the issuance of permits for new sanitary sewers within the Service Area. However, penalties and sanctions shall not be imposed for delinquent payments if the charges are being disputed until the dispute resolution process as set forth in Paragraph VI.12 of the Agreement has been completed. The payment of any penalties and late fees shall be a

general obligation of the Local Unit and the Authority shall have the right to utilize any method permitted by law to collect such charges.

24. Wayne County Indemnification. The Authority shall provide the following indemnification to the County of Wayne pursuant to Paragraphs 6(c), (d) and (e) of the 1999 Agreement, a copy of which is included as Exhibit G.

III. Local Unit Powers, Duties and Responsibilities

The Local Units shall have the following duties and responsibilities.

1. General. All duties and responsibilities set forth in the Authority's Articles of Incorporation, Bylaws and Rules and Regulations in addition to those specifically set forth herein.

2. Local Facilities O&M. Primary responsibility for the repairs and maintenance of the local facilities defined as those facilities which are designed for and used by one community and located entirely within that community as compared to Authority facilities as defined in Paragraph I.2 and Exhibit B.

3. Responsibilities. Each Local Unit shall:

(a) Payments. Pay to the Authority all sums allocated by the Authority to be paid by the participating municipality under the terms hereof monthly and establish adequate rates and charges for sewer service within such municipality to the extent such municipality determines to be economically feasible, to satisfy such obligation.

(b) Ordinances. Pass all ordinances and regulations necessary for the proper and efficient operation of the system and necessary to enforce collection of the rates or charges and millages from all residents and property owners within the particular municipality serviced by the public sanitary sewer system therein and to promptly transmit copies thereof to all participating municipalities and to the Authority after the adoption of the same.

4. Boundary Changes. No change in the jurisdiction over any territory in the Local Units shall in any manner impair the obligations of the Local Units as set forth in this Agreement. In the event of any such change in jurisdiction over territory, this

Agreement shall be carried out insofar as such territory is concerned by the Authority and the municipality or governmental unit having jurisdiction to furnish sewage disposal system facilities to such territory, unless the foregoing would operate to impair the obligations of the Local Units under this Agreement, in which event the Local Units shall retain jurisdiction over such territory for the purpose of carrying out their said contractual obligations. No change in municipal jurisdiction over any territory within the Authority shall in any manner affect the Authority or its boundaries. Any annexation of land by a Local Unit shall constitute an expansion of the Service Area as set forth in Paragraph I.1 and Exhibit A to include the annexed area as part of the Service Area, provided that the annexing Local Unit shall be responsible to provide service to the annexed area from its purchased capacity as set forth in Paragraphs III.12 and III.13, and Exhibits H and I. Pursuant and subject to the foregoing provisions of this Paragraph which paraphrase the provisions of Section 11 of the Act, and in order to avoid any impairment of the obligations of the Local Units under this Agreement, the Local Units shall remain liable for full payment of their contractual obligations to the Authority, notwithstanding any transfer of territory therefrom, and the territory so transferred shall remain liable to the respective Local Unit for contribution of its proportionate share of such obligations. The ways and means of enforcing such continuing liability of such territory, including the imposition, collection and application of any permitted taxes or rates or charges required to be imposed in such territory, and also including any appropriate arrangements with respect to transfer of capacity rights and compensatory payments therefore, may be effected in such manner as may be mutually agreed between the Local Unit from which

such territory is transferred and the municipality or governmental unit to which it is transferred or as may be otherwise provided by law.

5. Easements and Access. The Local Units consent and agree to the location, construction and operation of the System within their corporate boundaries and to the free use by the Authority of its streets, highways, alleys, lands, rights of way and other public places for the purpose of location, construction and operation and for the purpose of similar location, construction and operations of any improvements, enlargements or extensions of the System, and further agree that, in order to evidence and effectuate the foregoing consent and agreement, they will (upon agreement as to location) execute and deliver to the Authority such grants of easement, right of way, license, permit or consent as may be requested by the Authority and further hereby authorize and designate the Authority as their agent to contract for the construction of the System.

6. Local Rates. The Local Units each reserve the right to establish, and shall establish, such service, connection and other rates and charges applicable to their respective customers as in its judgment are just and proper, but such rates and charges shall in any event be high enough to produce net revenues sufficient to meet all obligations for the payment of which such net revenues are now or hereafter pledged and also to make all payments required by this Agreement. The constituent members shall continue to perform such obligations as are required in connection with the operation and maintenance and administration and funding of the sewage system.

7. Connections and Permits. The Local Units shall have the right to provide or construct any additional sewage disposal system to connect the same to the System,

and to receive sewage treatment from the Authority (within its capacity rights as hereinafter stated); provided, however, that the Authority may require that a permit be secured from the Authority for the connection of any such additional sewage disposal system facilities to the System. The Authority may establish, and the Local Units shall in such case comply with, general rules and regulations governing the construction of sewage disposal system facilities to be connected to the System, the connection thereof to the System, and the receipt of sewage treatment from the Authority. Any permit issued by the Authority may be made conditional upon approval of plans and specifications and upon inspection and approval of construction by the Authority.

8. Delivery of Flow from Service Area. For the term of this Agreement, the Local Units hereby agree to transmit to the System all wastewater collected within their boundaries in the Service Area, except as provided in Paragraphs III.9 and 10, at reception points in the System designated by the Authority, and that the System shall accept, treat and dispose of such wastewater. All Local Units shall retain the right to deliver wastewater in amounts as hereinafter provided to the System for the term of this contract, including any extension thereof, so long as said Local Units shall continue to pay amounts specified herein for such service. No Local Unit shall have the right unilaterally to terminate or reduce such payments, but if such parties hereto shall breach such obligation, the Authority shall be authorized to terminate or reduce such delivery rights or to transfer such delivery rights to other public corporations whether a party hereto or not, subject to the provisions of this Agreement.

9. Delivery of Flow to Other Systems. The parties hereto recognize the existing rights to deliver wastewater to the Rouge Valley or the Downriver Sewage

Control Systems which certain Local Units own with respect to either all or a part of the territory within their boundaries or with respect to territory within their boundaries either within or without the Service Area, which rights, all parties hereto agree, are as described in Exhibit J attached hereto. The parties hereto recognize the right of the Authority to negotiate with any one or more of such Local Units for the redistribution or reallocation of such existing delivery rights.

10. Acceptance of Flow from Outside the Service Area. Notwithstanding the limitations set forth in Paragraph III. 8., the Authority may authorize the acceptance of flows from outside the Service Area if it determines that this is in the best interest of the System, and that all other requirements of this Agreement are met. All future flow transfers into the System shall require approval by a majority vote of the Board as set forth in Paragraph IV.10. Van Buren is authorized to deliver flows from its Equalization Basin to the System from all of the territory within Van Buren's corporate boundaries up to Van Buren's contracted capacity flows, provided that all operation & maintenance procedures are followed, consistent with the provisions established in the Board's resolution adopted July 18, 2007, a copy of which is included as Exhibit K.

11. Rules and Regulations; Surcharges. Each Local Unit shall be responsible for the character of the wastewater originating within its boundaries, and shall comply with the Authority's standards, Rules and Regulations controlling discharge of wastewater to the System, specifically industrial; and/or commercial wastes. Each Local Unit, by contract or by the adoption of appropriate ordinances, shall enforce such Rules and Regulations and shall provide for and collect appropriate surcharges. If the character of wastewater transmitted from any Local Unit shall be such that it imposes an

unreasonable additional burden upon the System, then a surcharge over and above the regular rates shall be established by the Authority for the receipt of such discharge, or if such discharge cannot be received by the System, the Authority may require that such discharge be pretreated before transmission to the System. If necessary, the Authority shall have the right for the protection of the System and the public health or safety, to deny discharge of wastewater to the System, and the Authority may take all steps necessary to accomplish such denial.

12. Interceptor Purchased Capacity. The facilities of the System are designed to accept a maximum rate of flow as specified in Exhibit H attached hereto, and each Local Unit shall be limited in its right to deliver wastewater to the System and the various sections thereof, as specified in said Exhibit H, and the Authority shall be responsible to monitor the use of the System by each Local Unit, using sewage meters or other methods as necessary to do so. The capacities specified in Exhibit H constitute the maximum amount of flow which may be delivered to the System by any Local Unit as the maximum hourly peak flow rate.

13. Treatment Plant Purchased Capacity. The Local Units shall continue to have such capacity rights in the treatment plant as set forth in Exhibit I, which itemizes the Local Units' capacity rights in the System. The capacities specified in Exhibit I constitute the maximum amount of flow which may be delivered to the System by any Local Unit over a one day period.

14. Right of First Refusal. Regardless of any provisions in this Agreement to the contrary, no Local Unit shall directly or indirectly assign any part of its rights hereunder to any other Local Unit or any other municipality, person or entity without (1)

according to all other Local Units a right of first refusal to take the rights proposed to be assigned, and (2) receiving the Authority's consent to such assignment. Notice of such proposed assignment, together with all relevant details thereof, shall be sent to the Authority and all Local Units by certified mail. The assigning Local Unit may make such assignment after forty-five (45) days unless the Authority issues a written refusal of consent, or unless a Local Unit issues a written offer to take such assignment in accordance with the provisions as hereinafter provided. If any Local Unit desires to secure the rights proposed to be assigned, then in that event, the terms of such assignment shall be mutually agreed upon by the assigning party, the requesting party and the Authority. If more than one Local Unit elects to take up such proposed assignment, the assigning Local Unit may negotiate with each Local Unit so electing. This provision shall not prevent any Local Unit from providing wastewater disposal service to users within its boundaries in the Service Area as retail customers.

IV. Organization

As more particularly stated in the Articles of Incorporation, which are attached as Exhibit N to this Agreement, the provisions listed in Subsections IV.1 – IV.13 remain in effect.

1. Legal Basis. The Authority is created under the provisions of Act 233, Public Acts of Michigan 1955, as amended.

2. Name. The name of this Authority is “South Huron Valley Utility Authority.” The principal office of the Authority is located at 21313 Telegraph, Brownstown, Wayne County, Michigan 48183.

3. Constituent Municipalities. The names of the municipal corporations creating this Authority are: The City of Gibraltar, The City of Flat Rock, The City of Woodhaven, The Charter Township of Brownstown, The Charter Township of Huron, The Charter Township of Van Buren, and The Village of South Rockwood, which are hereby designated as the constituent municipalities.

4. Non-Constituent Municipalities. The South Huron Valley Utility Authority has entered into a Non-Constituent Municipality Agreement with the City of Romulus as set forth in Exhibit D attached. Other non-constituent municipality agreements may be entered into by the Board in accordance with the authority set forth in Paragraph II.9 “Contracts”.

5. Purpose. The purpose of this Authority is to acquire, construct, finance, purchase, own, improve, enlarge, extend and operate a sewage collection and disposal system in accordance with the authorization of Act 233, Public Acts of Michigan, 1955, as amended in order to serve residents of the Townships and Cities efficiently, economically, and to reduce costs where reasonably possible, with a good quality and

uniform system for wastewater collection and treatment that will adequately serve their needs. For purposes of this Agreement, the term "Townships and Cities" shall be construed to include Villages.

6. Dissolution. This Authority shall continue in existence perpetually or until dissolved by act of the parties or by law: Provided, however, that it shall not be dissolved if such dissolution would or could operate as an impairment of its bonds or of any of its contracts.

7. Fiscal Year. The fiscal year of the Authority shall commence on the 1st day of January in each year and end on the 31st day of December of the same year.

8. Governance. The governing body of the Authority shall be a Board of seven members, which shall be made up of the Mayors, Supervisors and Village President of each constituent municipality or his or her designee. Each constituent municipality shall also designate an alternate Board Member, who shall exercise all powers of that municipality's Board Member in his or her absence or disability. Board members and Alternate Board Members must either be an elected official or an employee of the municipality they represent. The designation of Board Members and alternate Board Members shall be updated by the legislative bodies of the constituent municipalities annually prior to the first Board meeting each year. The Board shall select a Chair and Vice Chair, who shall be members of the Board, and a Secretary and a Treasurer, who need not be members of the Board. The Board may, at its discretion, consolidate the responsibility of the Secretary and Treasurer and appoint a single officer to serve in this capacity. Such officers shall be selected annually on the first meeting of the Authority Board each year, and shall serve until their respective successors shall be

selected and qualify. No appointment to the Board and no selection of an officer of the Board shall be deemed to be invalid because it was not made within or at the time specified in these Articles. The Board Members shall serve without compensation except that each Board Member shall be entitled to reimbursement for all expenditures made in carrying out official duties, including a reasonable allowance for traveling expenses.

9. Temporary Absence. In the case of temporary absence or disability of any Board Member, the alternative Board Member from that municipality shall act in his or her stead. In the event of a vacancy in any office of the Board, such vacancy shall be filled by the Board for the unexpired term. In case of the temporary absence or disability of any officer, the Board may appoint some person temporarily to act in his or her stead except that in the event of the temporary absence or disability of the Chair, the Vice Chair shall so act.

10. Meetings. Meetings of the Board shall be held at such time and place as shall be prescribed by resolution of the Board. Special meetings of the Board may be called by the Chair or any two Board Members, by serving written notice of the time, place and purpose thereof, upon each Board Member, personally, or by leaving it at his or her place of residence, at least twenty-four hours prior to the time of such meeting, or by depositing the same in a United States Post Office or mail box within the geographic limits of the Authority, at least seventy-two hours prior to the time of such meeting, enclosed in a sealed envelope properly addressed to him or her at his or her home or office address, with postage fully prepaid. Special meetings of the Board at which all members are present, or which all absent members receive notice, shall be deemed to

be valid even though no written notice thereof may be given as above specified. Five Board Members shall be required for a quorum. The Board shall act by motion, resolution or ordinance. For the passage of any resolution or ordinance providing for services to non-constituent municipalities, the issuance of bonds, the execution of any contract wherein contractual payments are to be pledged as security for bonds, or the amendment of these Articles, or the approval of any contract for construction or repair which exceeds Five Hundred Thousand Dollars (\$500,000.00), there shall be required a favorable vote of all seven Board Members. For all other matters a vote of a majority of the Board Members present shall be sufficient for passage. The Board shall have the right to adopt rules and Bylaws governing its procedure which are not in conflict with the terms of any statute or of these Articles. The Board shall keep a journal of its proceedings, which are not in conflict with the terms of any statute or of these Articles. The Board shall keep a journal of its proceedings, which shall be signed by the Chair. All votes shall be "yeas" or "nays", except that where the vote is unanimous it shall only be necessary to so state. Each member shall be required to vote on all matters unless he or she shall be disqualified therefrom. No member may vote on any matter in which he or she has a personal interest.

11. Officer Duties. The Chair of the Board shall be the presiding officer thereof. Except as herein otherwise provided, he or she shall not have any executive or administrative functions other than as a member of said Board. In the absence or disability of the Chair, the Vice Chair shall perform the duties of the Chair. The Secretary shall be the recording officer of the Board. The Treasurer shall be custodian of the funds of the Authority and shall give to it a bond conditioned upon the faithful

performance of the duties of his/her office. The cost of said bond shall be paid by the Authority. All monies shall be deposited in a bank or banks, to be designated by the Board, and all checks or other forms of withdrawal therefrom shall be signed by the Treasurer and one other officer of the Authority. The officers of the Board shall have such other powers and duties as may be conferred upon them by the Board. The Board shall prepare, adopt, and submit to the legislative bodies of the constituent municipalities an annual budget covering the proposed expenditures to be made for the operation of such Authority, and for the next fiscal year beginning January 1st, such budget to be submitted on or before December 1st of the preceding year.

12. Board Duties. The Board shall perform the following additional administrative functions:

(a) Personnel. Provide administrative services where necessary to operate and administer the System, which shall include the hiring of necessary personnel and staff, and provide for the training, employment, replacement, removal, compensation and fringe benefits thereof.

(b) Professional Services. Contract for any professional or other services needed to fulfill its duties and responsibilities.

(c) Accounting. Maintain books of account and proper accounting records of all funds received and disbursed with proportionate allocation of income and costs to each participating municipality in accordance with the guidelines herein contained and to submit to each participating municipality an accounting report of receipts and disbursements and the status of each such municipality's account with the Authority not less frequently than quarterly.

(d) Bank Account. Open and administer bank accounts for the receipt and disbursement of funds paid to it by the participating municipalities pursuant to budget allocations hereinafter described.

(e) Equipment and Tools. Acquire and maintain equipment, tools, and supplies which are necessary to perform its functions and to provide for reserve funds for future acquisitions, repairs, maintenance and replacements of the same.

(f) State and Federal Law. Comply with all local, state, and federal laws and regulations pertaining to the System and its operation and maintenance.

(g) Treasurer's Bond. Bond its treasurer and any person having control of any funds in such amounts as will be equivalent to the largest anticipated sum which said person or persons will have within his or her control or possession at any one time, and in accordance with Article X of the Articles of Incorporation.

(h) Facility. Obtain a facility for conducting its operations under such terms and conditions as the Board shall approve.

(i) Operating Procedures. Adopt and maintain an operating procedures manual for the operation of the plant and facilities.

(j) Contractual Obligations. Perform all obligations and duties required to be performed under any other contracts which might hereafter be executed.

13. Amendments. The Articles of Incorporation of the Authority may be amended at any time so as to permit any other municipality to become a constituent municipality of this Authority, if such amendment to and the Articles of Incorporation are adopted by the legislative body of such other municipality, and if such amendment is adopted by the legislative body of each constituent municipality of which the authority is

composed. Other amendments may be made to these Articles of Incorporation at any time if adopted by the legislative body of each constituent municipality of which the Authority is composed. Any such amendment shall be endorsed, published, and certified, and printed copies thereof filed in the same manner as the original Articles of Incorporation, except that the filed and printed copies shall be certified by the recording officer of the Authority.

V. Technical Provisions

1. O&M Allocation Methodology. The Operation and Maintenance (O&M) charges for the System shall separately accumulate the O&M costs for the two Pump Stations and major Interceptor segments in accordance with the provisions of the O & M Billing Methodology Agreement which is included as Exhibit L. The O&M costs for each sub-account are to be assessed to those Local Units whose flow is tributary to the Pump Stations and major Interceptor segments, as set forth in Exhibit L. The actual O&M charges to be assessed to each Local Unit will be based on the relative percentage of flow contributed by each community as determined from the sewage flow billing meters as set forth in Paragraph II.11.a as part of the end-of-year Look Back Adjustment, provided however, that the Authority may choose to adjust the annual Interceptor O & M charges in any given year based on the projected Five (5) Year Average cost in order to minimize the year-to-year fluctuations in the Interceptor O & M billing amount. If the Authority elects to adjust the annual Interceptor O & M charges based on the projected Five (5) Year Average cost, the end of year Look Back process shall be used to ensure that the charges to any Local Units for Interceptor O & M in the prior year are adjusted to reflect the actual Interceptor O & M costs incurred that year rather than the estimated Interceptor O & M costs.

The Operation and Maintenance charges for the Wastewater Treatment Plant (including the influent Pump Station, all treatment processes, sludge handling and disposal, wet

weather Equalization Basin and effluent discharge) shall be assessed to all Local Units based on actual usage rates.

2. Exceedance of Purchased Capacity.

a. Flow Monitoring. The Authority shall monitor the flows generated by each Local Unit and prepare a monthly report which summarizes the current month flows. On an annual basis, the Authority shall prepare a report summarizing the cumulative flow contributed by each Local Unit for the year;

b. Identify Exceedances. The monthly flow monitoring reports shall identify situations where a Local Unit has exceeded its purchase capacity for the Interceptor System as set forth in Exhibit H, or its purchase capacity at the Wastewater Treatment Plant as set forth in Exhibit I. The identification of exceedances of purchase capacity shall be performed using the Criteria for Determining an Exceedance of Purchase Capacity, which is included as Exhibit M. Written notification shall be issued to any Local Unit whose flows are identified as having exceeded its purchase capacity as determined by applying the criteria set forth in Exhibit M. The written notice issued to the Local Unit may include a request that the Local Unit identify the corrective actions that will be undertaken to prevent a future exceedance, and the timetable for completing corrective actions;

c. Corrective Actions/Sanctions. The Board may impose appropriate sanctions against any Local Unit whose flow rate exceeds its purchase capacity. Sanctions may include any or all of the following: 1) restrictions on sewer construction, 2) limitations on sewer taps for new industrial, commercial or residential customers, 3) requirements to implement corrective action programs to decrease flow contributions

from the Service Areas, 4) financial penalties, and 5) legal or administrative action as may be necessary to enforce the provisions of this Agreement.

VI. Miscellaneous

1. No Third-Party Beneficiaries. This Agreement shall not confer any rights or remedies upon any Person other than the Parties and their respective successors and permitted assigns.

2. Entire Agreement. This Agreement (including the documents referred to herein) constitutes the entire agreement between the Parties and supersedes any prior understandings, agreements, or representations by or between the Parties, written or oral, to the extent they relate in any way to the subject matter hereof; provided, however, that the bond obligations associated with financing system improvements, including any obligations relating to the payment of debt services, security provisions, and financing covenants are hereby ratified and confirmed, and the Parties agree that they shall remain in full force and effect pursuant to the terms thereof.

3. Succession and Assignment. This Agreement shall be binding upon and inure to the benefit of the Parties named herein and their respective successors and permitted assigns. No Party may assign either this Agreement or any of its rights, interests, or obligations herein without the prior written approval of the other Parties.

4. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.

5. Headings. The Paragraph headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

6. Notices. All notices, requests, demands, claims and other communications hereunder shall be in writing. Any notice, request, demand, claim, or other communication hereunder shall be deemed duly given if (and then two business days after) it is sent by registered or certified mail, return receipt requested, postage prepaid, and addressed to the intended recipient as set forth below:

If to the Authority:

South Huron Valley Utility Authority
34001 W. Jefferson
Brownstown, MI 48173
Attention: Chairman

If to a Local Unit:

Brownstown Township Clerk
21313 Telegraph Road
Brownstown, MI 48183

Flat Rock City Clerk
25500 Gibraltar Road
Flat Rock, MI 48134

Gibraltar City Clerk
29450 Munro
Gibraltar, MI 48173

Huron Township Clerk
22950 Huron River Dr.
New Boston, MI 48164

South Rockwood Village Clerk
5676 Carleton Rockwood Road
South Rockwood, MI 48179

Van Buren Township Clerk
46425 Tyler Road
Belleville, MI 48111

Woodhaven City Clerk
21869 West Road
Woodhaven, MI 48183

A copy of any notice, request, demand, claim or other communication sent to a Local Unit pursuant to this paragraph shall also be sent to the Board Member from that Local Unit as designated pursuant to Paragraph IV. 8.

Any Party may send any notice, request, demand, claim, or other communication hereunder to the intended recipient at the address set forth above using any other means (including personal delivery, expedited courier messenger service, telecopy, telex, ordinary mail, or electronic mail), but no such notice, request, demand, claim, or other communication shall be deemed to have been duly given unless and until it actually is received by the intended recipient. Any Party may change the address to which notices, requests, demands, claims, and other communications hereunder are to be delivered by giving the other Party notice in the manner herein set forth.

7. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan without giving effect to any choice or conflict of law provision or rule (whether of the State of Michigan or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Michigan.

8. Amendments and Waivers. No amendment of any provision of this Agreement shall be valid unless the same shall be in writing and signed by all of the Parties. No waiver by any Party of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, shall be deemed to extend

to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any such prior or subsequent occurrence.

9. Supplement to Articles of Incorporation. In the event of a conflict, the Articles of Incorporation shall prevail. A copy of the Articles of Incorporation is included as Exhibit N. A copy of the Bylaws adopted by the Authority in September, 1992 is included as Exhibit O.

10. Severability. Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction.

11. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement. Any reference to any federal, state, local, or foreign statute or law shall be deemed also to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise. The word "including" shall mean including without limitation.

12. Dispute Resolution. The Authority encourages the use of alternative dispute resolution as a process which may allow for faster resolution of problems and reduced expenses for attorneys, fees and costs. However, any alternative dispute

resolution procedure established by the Authority shall not apply to disputes arising among or between Local Units on issues which do not involve the System, the Authority or its Board. An Alternative Dispute Resolution process may, with the consent of all Parties, be utilized in an attempt to settle any dispute which involves the System. The Dispute Resolution Procedure included as Exhibit P is recommended for use by the Authority subject to the consent of all of the Parties.

13. Incorporation of Exhibits. The Exhibits identified in this Agreement are incorporated herein by reference and made a part hereof.

a. The following Exhibits are subject to change from time to time upon approved by a majority vote of the Local Units:

- Exhibit C SHVUA/Huron Township MOU regarding "Orphan Pipes"
- Exhibit E SHVUA Capitalization Policy
- Exhibit F SHVUA System Management Plan
- Exhibit J Capacity in Other Systems
- Exhibit K SHVUA Board Resolution dated 7/18/07 re: Van Buren Twp. EQ Basin
- Exhibit P Dispute Resolution Procedure

b. The following Exhibit is subject to change from time to time upon approval of a Two-Thirds (2/3) majority of the Local Units, which is five (5) favorable votes:

- Exhibit O Bylaws

c. The following Exhibit is subject to change from time to time upon approval by a Super Majority vote. Approval by a Super Majority means that at least six Local Units vote to approve the revision:

Exhibit M Criteria for Determining an Exceedance of Purchase Capacity

d. The following Exhibits may only be changed by amending the Service Agreement consistent with the provisions of Article VI. 8, requiring unanimous approval of the Local Units:

Exhibit A Service Area Map

Exhibit B Description of SHV Facilities

Exhibit D Romulus Non-Constituent Municipality Agreement

Exhibit G Wayne County Indemnification Provisions

Exhibit H Maximum Allowable Rate of Delivery to System

Exhibit I Wastewater Treatment Plant Purchased Capacity

Exhibit L O&M Billing Methodology Agreement dated 8/26/98

Exhibit N Articles of Incorporation as Amended June 3, 2011

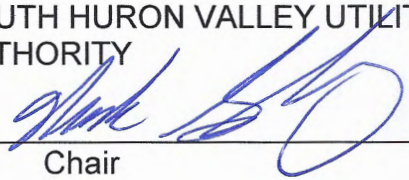
14. Term. This Agreement shall remain in full force and effect until the Authority is dissolved in accordance with the provisions of Paragraph IV.6 or until amended by agreement of all parties. The effective date of this Agreement shall be the date upon which all parties hereto have received approval of their respective legislative bodies and when duly executed by the appropriate officer of each party.

15. Finality of Board Action. Actions of the Board shall be deemed to be final and binding upon the Authority and the Local Units unless a timely motion for reconsideration is made or the dispute resolution procedure set forth in Exhibit P is

invoked. For purposes of this Paragraph, the term “timely” refers to the next regular meeting of the Board in the case of a motion for reconsideration, or the time specified in Exhibit P for those matters enumerated therein. Nothing herein shall preclude the Board from revisiting issues upon which action has been taken by the Board provided, however, that any such action shall be given only prospective application; or if the Board, by unanimous vote of those present at a regular meeting determine to waive this section.

IN WITNESS WHEREOF, the parties hereto have caused this Service Agreement to be executed by their duly authorized officials as of the date first above written.

SOUTH HURON VALLEY UTILITY
AUTHORITY

By 
Chair

By Sherry A. Buckle
Secretary

CITY OF FLAT ROCK

By _____
Mayor

By _____
City Clerk

CITY OF GIBRALTAR

By _____
Mayor

By _____
City Clerk

CITY OF WOODHAVEN

By _____
Mayor

By _____
City Clerk

CHARTER TOWNSHIP OF
BROWNSTOWN

By _____
Supervisor

By _____
Township Clerk

IN WITNESS WHEREOF, the parties hereto have caused this Service Agreement to be executed by their duly authorized officials as of the date first above written.

SOUTH HURON VALLEY UTILITY
AUTHORITY

By _____
Chair

By _____
Secretary

CITY OF FLAT ROCK

By *Spencer D. White*
Mayor

By *Madhonn W. Beckman*
City Clerk

CITY OF GIBRALTAR

By _____
Mayor

By _____
City Clerk

CITY OF WOODHAVEN

By _____
Mayor

By _____
City Clerk

CHARTER TOWNSHIP OF
BROWNSTOWN

By _____
Supervisor

IN WITNESS WHEREOF, the parties hereto have caused this Service Agreement to be executed by their duly authorized officials as of the date first above written.

SOUTH HURON VALLEY UTILITY
AUTHORITY

By _____
Chair

By _____
Secretary

CITY OF FLAT ROCK

By _____
Mayor

By _____
City Clerk

CITY OF GIBRALTAR

By *James J. Jones* 12/23/14
Mayor

By *Cynthia Lehr* 12/23/14
City Clerk

CITY OF WOODHAVEN

By _____
Mayor

By _____
City Clerk

CHARTER TOWNSHIP OF
BROWNSTOWN

By _____
Supervisor

IN WITNESS WHEREOF, the parties hereto have caused this Service Agreement to be executed by their duly authorized officials as of the date first above written.

SOUTH HURON VALLEY UTILITY
AUTHORITY

By _____
Chair

By _____
Secretary

CITY OF FLAT ROCK

By _____
Mayor

By _____
City Clerk

CITY OF GIBRALTAR

By _____
Mayor

By _____
City Clerk

CITY OF WOODHAVEN

By *Alan Hoff*
Mayor

By *Kristy Keene*
City Clerk

CHARTER TOWNSHIP OF
BROWNSTOWN

By _____
Supervisor

IN WITNESS WHEREOF, the parties hereto have caused this Service Agreement to be executed by their duly authorized officials as of the date first above written.

SOUTH HURON VALLEY UTILITY
AUTHORITY

By _____
Chair

By _____
Secretary

CITY OF FLAT ROCK

By _____
Mayor

By _____
City Clerk

CITY OF GIBRALTAR

By _____
Mayor

By _____
City Clerk

CITY OF WOODHAVEN

By _____
Mayor

By _____
City Clerk

CHARTER TOWNSHIP OF
BROWNSTOWN

By _____
Supervisor

By _____
Township Clerk

CHARTER TOWNSHIP OF HURON

By *[Signature]*
Supervisor

By *Katrina Skwasznowa*
Township Clerk

CHARTER TOWNSHIP OF VAN
BUREN

By _____
Supervisor

By _____
Township Clerk

VILLAGE OF SOUTH ROCKWOOD

By _____
President

By _____
Village Clerk

By _____
Township Clerk

CHARTER TOWNSHIP OF HURON

By _____
Supervisor

By _____
Township Clerk

CHARTER TOWNSHIP OF VAN
BUREN

By *Mombs*
Supervisor

By *Ken Wright*
Township Clerk

VILLAGE OF SOUTH ROCKWOOD

By _____
President

By _____
Village Clerk

By _____
Township Clerk

CHARTER TOWNSHIP OF HURON

By _____
Supervisor

By _____
Township Clerk

CHARTER TOWNSHIP OF VAN
BUREN

By _____
Supervisor

By _____
Township Clerk

VILLAGE OF SOUTH ROCKWOOD

By *Daniel Teller*
President

By *Shelene Harold*
Village Clerk

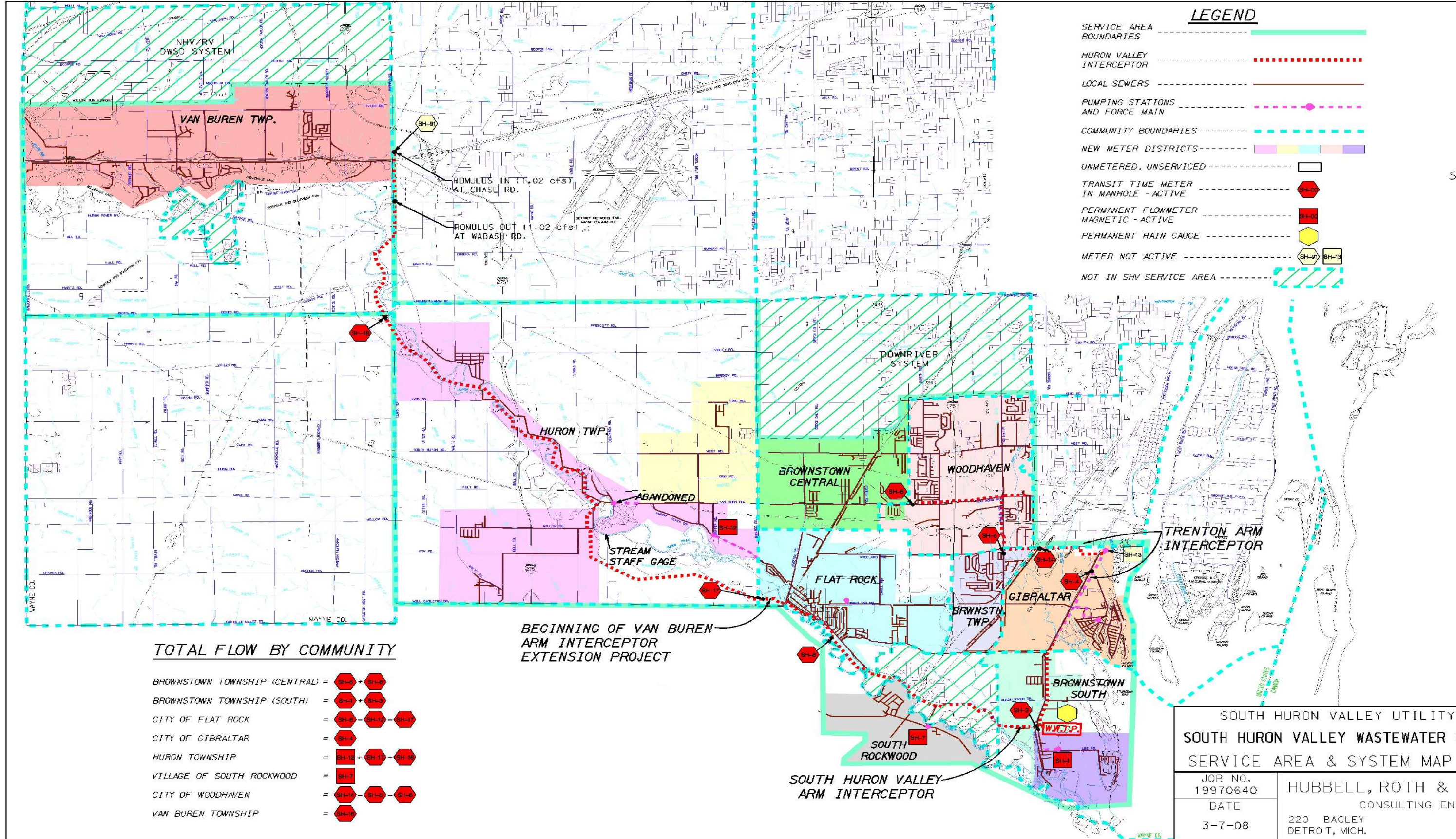
EXHIBIT A SOUTH HURON VALLEY SYSTEM SERVICE AREA

STROKE TIME - 07 MAR 2008 10:01

PLOT NAME -

DESIGN FILE - F:\1997\199706\19970640\cadd\civil\RevMeterDist11x17.dgn

USER NAME - epstades



TOTAL FLOW BY COMMUNITY

- BROWNSTOWN TOWNSHIP (CENTRAL) = SH-3 + SH-4
- BROWNSTOWN TOWNSHIP (SOUTH) = SH-2 + SH-3
- CITY OF FLAT ROCK = SH-5 + SH-12 + SH-17
- CITY OF GIBRALTAR = SH-1
- HURON TOWNSHIP = SH-12 + SH-17 + SH-18
- VILLAGE OF SOUTH ROCKWOOD = SH-1
- CITY OF WOODHAVEN = SH-14 + SH-15 + SH-16
- VAN BUREN TOWNSHIP = SH-18

BEGINNING OF VAN BUREN
ARM INTERCEPTOR
EXTENSION PROJECT

SOUTH HURON VALLEY UTILITY SOUTH HURON VALLEY WASTEWATER C SERVICE AREA & SYSTEM MAP	
JOB NO. 19970640	HUBBELL, ROTH & CONSULTING ENG
DATE 3-7-08	220 BAGLEY DETROIT, MICH.

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All Rights Reserved

EXHIBIT B

SOUTH HURON VALLEY WASTEWATER CONTROL SYSTEM DESCRIPTION OF SHV FACILITIES

WASTEWATER TREATMENT PLANT AND APPURTENANCES

A 24 MGD, Liquid Phase, secondary wastewater treatment facility, located north of Lee Road and east of Jefferson Avenue, Brownstown Township, and including:

Administration and Maintenance Building, influent pump station, grit removal facilities, primary tanks, biological treatment tanks, final clarifiers, chemical building, blower building, disinfection tank, sludge storage tanks, thickening and lime system, wet weather equalization basin, vector disposal facility, dechlorination facilities, and effluent meter.

INTERCEPTORS

Treatment Plant Outfall:

An interceptor, designed as Contract 3A and 3B (part of), commencing at the wastewater treatment plant in Brownstown Township, thence south to Lee Road approximately 1600 feet east of Jefferson Avenue thence east and terminating at a point in the Detroit River approximately 2000 feet east of the west shore line. An interceptor, designed as Contract 3B (part of), commencing at a point in the Detroit River approximately 2,000 feet east of the west shore line and terminating at a point not further than 6,800 feet east of the west shore line.

Treatment Plant Interceptor:

An interceptor, designed as Contract 5A, commencing at the proposed wastewater treatment plant in Brownstown Township, thence west in Jefferson Avenue, and west in Streicher Road, and terminating at a point in Streicher Avenue approximately 500 feet west of Jefferson Avenue.

Trenton Arm Interceptors and Pumping Station:

A pumping station, designed as Contract 4A, located in Jefferson Avenue south of Vreeland Road.

An interceptor, designed as Contract 4B, commencing at a point in Streicher Road approximately 500 feet west of Jefferson Avenue (Cont. 5A), thence north in Jefferson Avenue and terminating at the pumping station (Contr. 4A) located in Jefferson Avenue south of Vreeland Road.

An interceptor designed as Contract 4C, commencing at the pumping station (Contr. 4A). Thence north in Jefferson Avenue to Vreeland Road, thence west in Vreeland Road to Allen Road, then north and south, south in Allen Road approximately 1500 feet

to an existing pumping station, and north in Allen Road to Van Horn Road, thence east in Van Horn Road and terminating at an existing pumping station located in Van Horn Road approximately 2500 feet east of Allen Road.

West Van Horn Interceptor:

An interceptor, designed as Contract 4D, commencing at Van Horn and Allen Roads, (Cont. 4C) thence west along Van Horn Road to the westerly boundary of Brownstown Township.

Huron River Interceptors (Phase II):

An interceptor designed as Contract 5B and 6A, commencing at a point in Streicher Road approximately 400 feet west of Jefferson Avenue (Cont. 5A), thence west and northwest in Streicher Road to Huron River Drive, thence west and northwest in Huron River Drive and easements and terminating at a point which is approximately 300 feet south of Huron River Drive and 500 feet east of Mill Street. This interceptor includes a connection to the existing Flat Rock Treatment Plant at a point in Huron River Drive approximately 100 feet west of Van Riper and a connection to the existing South Rockwood sewer by interceptor in Swallow Drive to the sewer.

Huron River Interceptor (Phase III):

An interceptor, designed as Contracts 6B, 7, 8 and 9, commencing at a point 200 feet south of Huron River Drive and 500 feet east of Mill Street (Cont. 6A), thence northwest, west, north and northwest and terminating at the northwest corner of Huron Township.

Hannan Arm Interceptor:

An interceptor, designed as Contract 10A, commencing at the northwest corner of Huron Township (Cont. 9), thence north along Hannan Road and terminating in Hannan Road at Chase Road.

Van Buren Interceptor:

An interceptor approximately 15.1 miles in length extending from just west of the former City of Flat Rock Wastewater Treatment Plant to a point along Hannan Road near Chase Road in Van Buren Township. The Interceptor ranges in size from 42" diameter at the southern end to 12" diameter at the terminus, constructed in five separate contracts (6B, 7, 8, 9, and 10A) as follows:

Contract No. 6B. The contract begins at the west end of Contract 6A and continues through the City of Flat Rock to a point just west of the Huron River west of Telegraph Road. The contract is a 42" diameter sewer with a total length of approximately 0.72 miles.

Contract No. 7. Contract 7 continues from the western end of Contract 6B through Huron Township with most of the work located in the Huron Clinton Metropolitan

Authority's Oakwoods Metropark. The Contract is 42" diameter sewer with the exception of a 24" diameter sewer at the upper end which picks up all flow from the existing Wayne County Interceptor Willow Pumping Station. The Willow Pumping Station has been taken out of service to reduce flow to the Odette Pumping Station. The total length of sewer is approximately 4.56 miles.

Contract No. 8. Contract No. 8 continues from the northern end of Contract No. 7 through Huron Township within the Huron Clinton Metropolitan Authority's Oakwoods Metropark. The Contract includes 1.60 miles of 42" diameter sewer; 2.37 miles of 36" diameter sewer and 0.08 miles of 30" diameter sewer.

Contract No. 9. This Contract continues from the terminus of Contract No. 8 through the Huron Clinton Metropolitan Authority's Lower Huron Metropark where it exits the park south of the intersection of Wade Avenue and Hannan Road in Van Buren Township. The Contract includes approximately 3.52 miles of 30" diameter sewer.

Contract No. 10A. Contract No. 10A continues in the Hannan Road right-of-way from the end of Contract 9 to the intersection of Chase Road and Hannan Road in Van Buren Township. The Contract includes approximately 1.74 miles of 30" diameter sewer and 0.21 miles of 12" diameter sewer along Hannan Road. Also included is a connection to the west from the interceptor to the existing Van Buren Township Trunk Sewer of approximately 0.30 miles of 30" sewer along Northline Road.

EXISTING FACILITIES

Existing facilities as of 1984 which became a part of the Huron Valley South Service Area Wastewater Control System.

WOODHAVEN-BROWNSTOWN INTERCEPTOR: VAN HORN ROAD 24" SANITARY SEWER (3)

A sanitary sewer, constructed as a part of the Wayne County Metropolitan Sewerage and Sewage Disposal System, and constructed as Project S-56-C3, located in the City of Woodhaven, beginning at a point northwest of the intersection of Van Horn and Allen Roads (S-56-C1), thence west in Van Horn Road approximately 8,200 feet to the Woodhaven City boundary together with manholes and appurtenances.

FLAT ROCK-HURON INTERCEPTOR: FLAT ROCK GRAVITY SECTION (I)

A sanitary sewer, constructed as a part of the Flat Rock-Huron Sewage Disposal System, and constructed as Project S-226-Section I, located in the City of Flat Rock, beginning at a point in Huron River Drive adjacent to the Wayne County Flat Rock Sewage Treatment Plant and proceeding thence westerly in Huron River Drive approximately 800 feet; thence southwesterly in private easements approximately 600 feet to a point 10 feet south and 5 feet east of the S.E. corner of Lot No. 15 of the Flat Rock Land Company's Subdivision; thence westerly in private easements and Church Street right-of-way, approximately 1,400 feet to the intersection of Atwater and Church Streets; thence northwesterly in Atwater Street approximately 800 feet to Arsenal Road;

thence northerly in Arsenal Road approximately 1,300 feet to Huron River Drive; thence westerly in Huron River Drive approximately 4,200 feet to Inkster Road together with manholes and other appurtenances.

FLAT ROCK - HURON INTERCEPTOR: HURON TOWNSHIP SECTION II

A sanitary sewer, constructed under two separate contracts, the first being part of the Flat Rock-Huron Sewage Disposal System, and constructed as Project S-226-Section II, and the second built separately connecting the middle portion of the sanitary sewer system constructed under Section II, located in Huron Township beginning near the intersection of Huron River Drive at Merriman Road and proceeding easterly in Huron River Drive approximately 1,350 feet; thence easterly in Van Horn Road approximately 5,500 feet; thence southerly in Odette Road approximately 3,400 feet to the Odette Pumping Station; thence easterly in Huron River Drive approximately 4,650 feet in force main to Inkster Road together with manholes and other appurtenances.

The original construction of Section II included 2,200 feet of 12" force main from Pump Station No. 3 located at near the intersection of Willow Road and Huron River Drive and proceeding easterly in Huron River Drive to Merriman Road, and discharging into sanitary sewer described above. However, Pump Station No. 3 and its force main were abandoned as part of the Van Buren Interceptor Contract No. 7.

FLAT ROCK - HURON INTERCEPTOR: HURON TOWNSHIP SECTION III

A sanitary sewer, constructed as part of the Flat Rock-Huron Sewage Disposal System, and constructed as Project S-226-Section III, located in Huron Township beginning at Pump Station No. 3 located near the intersection of Huron River Drive at Willow Road and proceeding generally westerly and northwesterly through easement along the Huron River approximately 20,000 feet to the intersection of Huron River Drive and Shook Road together with manholes and other appurtenances.

Pump Station No. 3 and approximately 1,000 feet of old interceptor sewer were abandoned as part of the Van Buren Interceptor Contract No. 7.

METERS

Fifteen sanitary flow meters used for billing and system operations, including power supplies and telemetering equipment at the following sites:

Meter Site ID	Community	Location	Description
SH-01	Brownstown Township	Lee Rd. Pump Station	Magmeter and meter vault
SH-02	Brownstown Township	Recycle Manhole #1 adjacent to WWTP Raw Sewage P.S.	Transit time meter in manhole
SH-03	Brownstown Township	Manhole adjacent to the interceptor junction chamber at the WWTP entrance on W. Jefferson	Transit time meter in manhole
SH-04	Gibraltar	Manhole at SE intersection of Jefferson and former N. Gibraltar Road – across from steel plant	Transit time meter in manhole
SH-05	Brownstown Township	Manhole at SW intersection of Steven Drive and Allen Road	Transit time meter in manhole
SH-06	Brownstown Township	Manhole at Van Horn Road approximately 425 feet east of Gregory Drive	Transit time meter in manhole
SH-07	South Rockwood	Labo Park Pump Station	Magmeter and meter vault
SH-08	Flat Rock	Backyard area along Huron River between addresses 25303 and 25317 Huron River Drive	Transit time meter in manhole
SH-09	NA	Identification reserved for future use	None
SH-10	Brownstown Township	WWTP Influent Meter at Raw Sewage P.S.	Parshall flume & level sensor
SH-11	NA	Identification reserved for future use	None
SH-12	Huron Township	Odette Pump Station	Magmeter and meter vault
SH-13	Gibraltar	Trenton Arm Pump Station	4 magmeters with signal integrator
SH-14	Gibraltar	Manhole at SE intersection of Fort Street and Vreeland Road	Transit time meter in manhole
SH-15	Van Buren Township	Gravel drive off Hannan Road north of I-94 overpass	Battery powered Doppler meter
SH-16	Huron Township	Lower Huron Metro Park – South Metropolitan Parkway at Park Office Road	Transit time meter in manhole
SH-17	Flat Rock	Backyard area behind residential address 26730 Will Carleton Road	Transit time meter in manhole

EXHIBIT C

SHVUA/HURON TOWNSHIP MOU RE: "ORPHAN PIPES"

ORPHAN PIPE AGREEMENT

This Orphan Pipe Agreement entered into on this 20th day of June, 2012, by and between the South Huron Valley Utility Authority, a public body corporate organized and existing under and pursuant to Act No. 233, Michigan Public Acts of 1955, as amended, (hereinafter "Authority") and the Charter Township of Huron, a Charter Township organized and existing under the laws of the State of Michigan (hereinafter "Huron Twp.").

RECITALS:

A. Whereas there exists approximately 44,251 feet of underground pipes and manholes which were constructed by Wayne County as part of the "1968 Flat Rock - Huron Sewage Disposal System" and which are described and incorporated herein by reference as shown in the attached Exhibit A. The underground pipes include manholes and are sometimes referred to as the Orphan Pipes of the 1968 Wayne County Interceptor pipes (hereinafter "Orphan Pipes").

B. Whereas the Orphan Pipes have been divided into three sections, commonly referred to as Section II which is approximately 10,243 feet in length, Section III which is approximately 20,593 feet in length and Section IV which is approximately 13,415 feet in length and such sections are further described and incorporated herein by reference in the attached Exhibit B.

C. Whereas the Parties to this Agreement desire to allocate possession, control and maintenance of the Orphan Pipes in accordance with the terms and conditions set forth below.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and agreements contained herein, the Parties agree as follows:

1. The Authority shall take possession and control of Sections II and III. Huron Twp. shall take possession and control of Section IV.

2. Except as stated in paragraph 3 below, the Authority shall make or cause to be made to Sections II and III of the Orphan Pipes any maintenance, repairs or replacements which

in the judgment of the Authority is necessary to maintain the Orphan Pipes in good condition and repair. Huron Twp. similarly shall make or cause to be made to Section IV of the Orphan Pipes any maintenance, repairs or replacements which in the judgment of the Township is necessary to maintain the Orphan Pipes in good conditions and repair.

3. The Authority agrees to make improvements to certain manholes located within Sections II, III, and IV of the Orphan Pipes and to clean Sections II, III and IV of the Orphan Pipes. The improvements and cleaning will be conducted in accordance with what is referred to as Option B in the February 8, 2012 memorandum from Hinshon Environmental Consulting included as "Exhibit D" which is attached and incorporated herein by reference. The cleaning and improvements shall be undertaken as a System-Wide expense over a multiple year program as determined by the Board of Commissioners of the Authority, however, category 4 and 5 manholes will be rehabbed and cleaned this year.

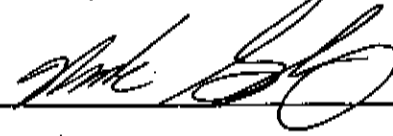
4. In the event that any one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any of the provisions hereof, but this Agreement shall be construed as of such invalid, illegal or unenforceable provision had never been contained herein.

5. The parties acknowledge that irreparable injury will result from the failure of either party to comply with the terms of this Agreement. In the event of any actual or threatened default or breach of any of the provisions of this Agreement, the aggrieved party will have the right to specific performance or injunctive relief and any other appropriate relief.

6. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective representatives, successors and assigns and shall run with the land.

Dated this 20th day of JUNE, 2012.

SOUTH HURON VALLEY UTILITY AUTHORITY

By: 

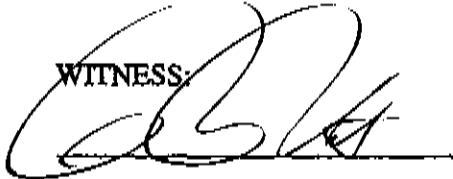
Its: Chairman

And:

By: Sharry A. Budd

Its: Secretary / Treasurer

WITNESS:


Randall A. Pentuk

CHARTER TOWNSHIP OF HURON

By: Elbe Doorn

Its: Supervisor

WITNESS:

Kathleen Whuoshon
Clerk

DRAFTED BY :

Randall A. Pentuk, Esq.
Pentuk, Couvreur & Kobiljak, P.C.
2915 Biddle Avenue, Suite 200
Wyandotte, Michigan 48192
(734) 281-7100

EXHIBIT
1968 WAYNE COUNTY FLAT ROCK - HURON SEWAGE DISPOSAL SYSTEM

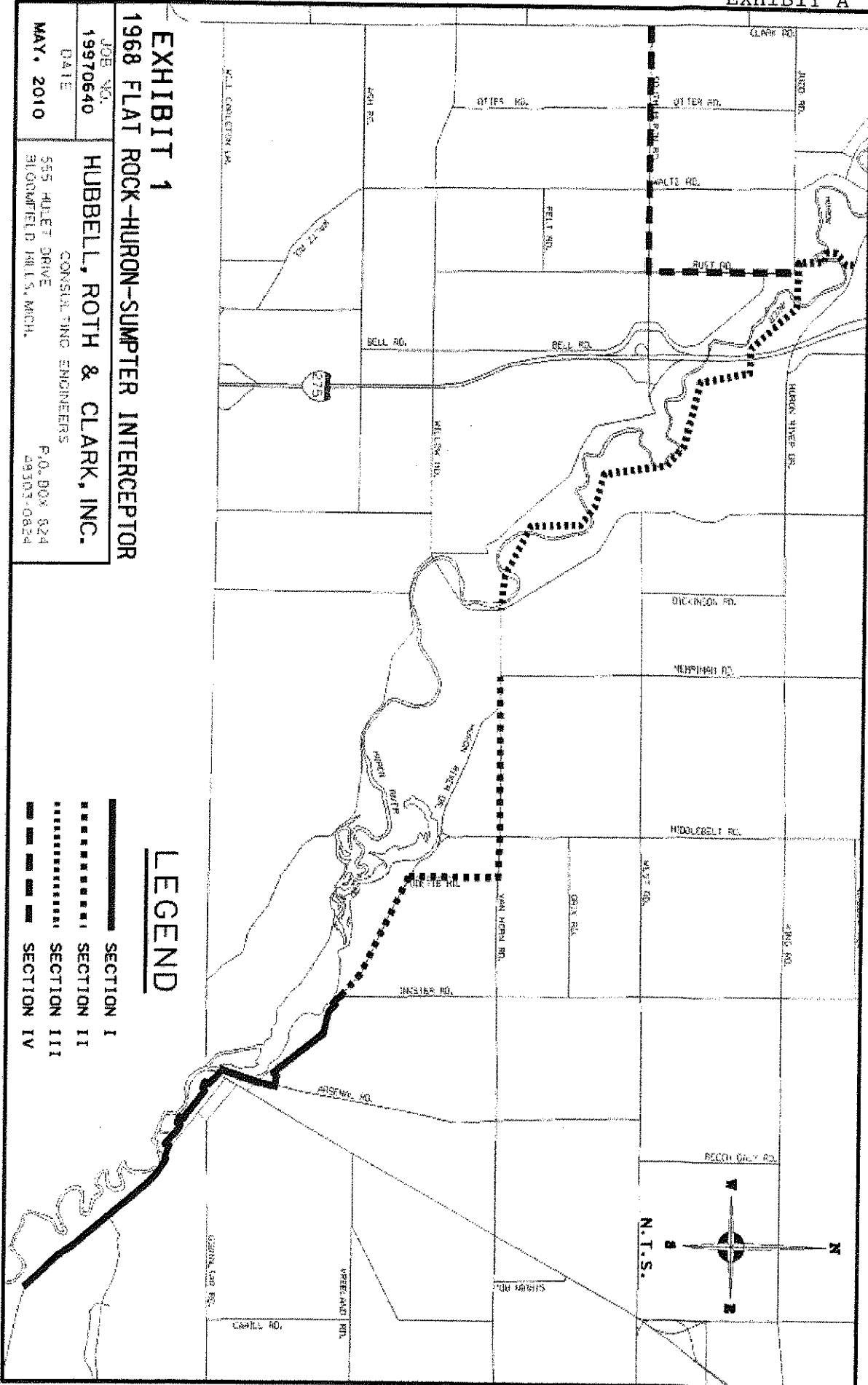


EXHIBIT 1

1968 FLAT ROCK-HURON-SUMPTER INTERCEPTOR

JOE W.G. 19970640	HUBBELL, ROTH & CLARK, INC.
DATE	CONSULTING ENGINEERS
MAY, 2010	555 HULET DRIVE BIRMINGHAM HILLS, MICH. P.O. BOX 824 48307-0824

LEGEND

- SECTION I
- SECTION II
- SECTION III
- SECTION IV

**EXHIBIT
HURON TOWNSHIP I/I CREDIT FOR 1968 SEWER SYSTEM**

New (Post-MOU) I/I Credits

EXHIBIT B

Section	Location	Length (ft.)	Diameter (in.)	Inch-Mile	I/I Credit (MG/month)
Section II, 1968 Sewer System	Huron River Dr. at Merriam to Van Horn Rd. to Odette to N. Huron River Dr. at Inkster Rd.	10,243	18" - 48"	53.22	1.996
Section III, 1968 Sewer System	Shook Rd. at Huron River Dr. to Willow Rd.	20,593	16" - 24"	91.50	3.431
Section IV, 1968 Sewer System	Rust Rd. and S. Huron Rd. to the Huron/Sumpter border	13,415	24"	60.98	0
TOTAL					5.427¹

SHV.mou exhibit 2 huron twp i-i credit.doc

¹ Huron Township also receives an additional 7.182 MG/month as the I/I credit for the new SHV Interceptor, which is not affected by the revised I/I credit for the 1968 Sewer System. The total Huron Township monthly I/I credit after approval of the MOU will be 12.609 MG/month.

ATTACHMENT 2

**SUMMARY OF MOU RECOMMENDATIONS
RELATING TO THE "ORPHAN PIPES"**

The draft Memorandum of Understanding (MOU) prepared in May, 2010 included several recommendations relating to the Orphan Pipes (see attached map). These are summarized below:

1. **Ownership:** SHVUA to assume ownership of Sections II and III; Huron Township to assume ownership of Section IV. [Note – SHVUA already owns Section I];
2. **Future O&M Expenditures:** SHVUA to be responsible for O&M costs of Sections II and III (plus Section I which SHVUA already owns), with expenses to be charged to User Communities per 1995 O&M Agreement. This means that Huron Township and Van Buren Township would pay the O&M cost for Section III, and Huron Township would pay for Section II. This O&M work should be done as an additional service under the United Water contract. Huron Township would be responsible for Section IV O&M costs, which could either be done directly by Huron Township or by separate agreement with United Water;
3. **I/I Billing Credit:** Revise the Huron Township I/I credit to include an assumed 1,250 gallons/day/inch-mile for Sections II and III on a "going forward" basis, with no retroactive adjustment for past billing calculations (i.e. the period prior to SHVUA's ownership determination);
4. **Future Capital Improvements:** SHVUA to be solely responsible for decision making on any future capital improvements for Sections II and III, with the cost allocation to be decided by SHVUA. SHVUA may, at its discretion, elect to abandon all or parts of Sections II or III if it determines that this is in the best interest of the System.

Exhibit 1: Map of Orphan Pipes Showing Sections I – IV
 Exhibit 2: Table Showing Proposed I/I Adjustment

A representative from Advanced Underground made a presentation on the recommended approach to rehabilitating the Orphan Pipe manholes so as to effectively control I/I. Several options were presented to the Committee for consideration with varying cost impacts as shown in the following table.

Cost Summary of Orphan Pipe Manhole Rehab and Cleaning Alternatives

Section	Description			Estimated Rehab/Cleaning Cost				Annual O&M Cost (Additional United Water Work)
	Length	# of Manholes	Cat. 4 or 5 Manholes	Option A all MHs	Option B 4&5 MHs	Option C Cat 5 MHs	Cleaning Cost	
II	10,243'	30	11	\$84,350	\$48,600	\$25,550	\$41,580	\$53,040
III	20,593'	59	2	\$133,500	\$35,100	\$29,100	\$83,397	(Sections II + III)
IV	13,415'	30	17	\$112,500	\$51,600	\$28,500	\$53,062	Huron Twp cost
Total	44,251'	119	30	\$330,350	\$135,300	\$83,150	\$178,039	

The Technical Committee agreed that it was appropriate to move forward with manhole rehabilitation and cleaning of the Orphan Pipes, but recognized that the costs are considerably higher than expected. It was suggested that the Options be presented to the SHVUA Board for consideration and it was recommended that the Financial Advisor and Accountant provide input on the financial capability of the System to take on this expense. The Technical Committee believes that it would be prudent to, as a minimum, proceed with an immediate authorization to rehabilitate the Category 5 and 4 Manholes and to also raise selected other low lying Manholes which are subject to major inflow when submerged during large rain events. This scope of work is expected to have a cost of about \$150,000 which may be more manageable at this time.

The remainder of the manholes (Categories 1, 2 and 3) and the overall cleaning of the pipes should also be undertaken, but this work can presumably be phased over a number of years to spread out the cost and reduce the burden on the system. The Committee was also supportive of increasing the annual allowance for manhole rehabilitation as recommended by United Water from \$100,000 per year to \$160,000 to provide ongoing funding for repairs of Category 1, 2 and 3 manholes. Currently, the annual allowance is typically fully utilized on Category 4 and 5 manholes, and because the system is on a 5 Year rotational cycle, the unrepaired manholes continue to deteriorate and the I/I contribution from these sources is not being addressed. The annual Interceptor Cleaning Allowance is also recommended to be increased from \$100,000 per year to \$135,000 per year.

Dick Hinshon presented a table summarizing the impact of increasing Huron Township's I/I credit due to the assumption of ownership by SHVUA for Sections II and III (see Attachment 3). Using the 2011 billable flows as the baseline for the calculation, Huron Township's increased I/I credit amounts to about \$37,000 per year, and the other six communities would absorb a prorata portion of that amount as shown on the table. There was some discussion about possibly revising the I/I credit that is awarded to "old pipe" which has been rehabilitated, but it was noted that it is difficult and costly to determine a more accurate I/I allowance.

EXHIBIT D

**ROMULUS/SOUTH HURON VALLEY UTILITY AUTHORITY
"NON-CONSTITUENT MUNICIPALITY" AGREEMENT**

THIS AGREEMENT, made and entered into as of the 13 day of September, 2010, by and between the South Huron Valley Utility Authority, a public body corporate organized and existing under and pursuant to Act 233, Michigan Public Acts of 1955, as amended (hereinafter sometimes referred to as the "Authority"), and the City of Romulus, a public body corporate in the State of Michigan (hereinafter sometimes referred to as "Romulus").

WITNESSETH:

A. WHEREAS, the South Huron Valley Utility Authority was created in 1988 when the eight constituent municipalities, including the City of Gibraltar, the City of Flat Rock, the City of Woodhaven, the Charter Township of Brownstown, the Charter Township of Huron, the Charter Township of Van Buren, the Village of South Rockwood, and the City of Romulus approved the Articles of Incorporation with the express purpose of establishing a wastewater disposal system known as the South Huron Valley Wastewater Control System (hereinafter referred to as the "System"); and

B. WHEREAS, the Articles of Incorporation include a provision in Article VII which establishes the governing body for the System as a Commission consisting of representatives of the eight constituent municipalities; and

C. WHEREAS, the Articles of Incorporation include a provision in Article XII allowing the Authority to enter into contracts with any non-constituent municipality for the furnishing of sewer service; and

D. WHEREAS, the Articles of Incorporation include a provision in Article XIX whereby the Articles of Incorporation may be amended with the approval of the legislative body of each constituent municipality; and

E. WHEREAS, the City of Romulus is authorized to utilize a portion of the System to convey wastewater up to a specified flow rate to a downstream point where an equivalent flow quantity is then required to be removed from the System for conveyance to a treatment facility other than the South Huron Valley wastewater treatment plant; and

F. WHEREAS, the City of Romulus receives no service for treatment of its wastewater at the South Huron Valley wastewater treatment plant, nor has the City of Romulus purchased any capacity in the South Huron Valley wastewater treatment plant; and

G. WHEREAS, the other seven constituent municipalities which comprise the South Huron Valley Utility Authority wish to amend the Articles of Incorporation pursuant to Section XIX to designate the City of Romulus as a "Non-Constituent Municipality" pursuant to Article XII in recognition of the limited service provided to Romulus and to facilitate governance of

the System since certain actions taken by the Authority pursuant to Article IX require unanimous agreement from all constituent municipalities; and

H. WHEREAS, the South Huron Valley Utility Authority has prepared and is adopting a new Service Agreement which will consolidate all prior contracts and agreements into a single comprehensive document which, when placed into effect, will provide the basis for management and operation of the System in the future; and

I. WHEREAS, that new Service Agreement includes a provision preserving and maintaining Romulus' existing rights to use the System for wastewater conveyance pursuant to this "Non-Constituent Municipality" Agreement between the Authority and the City of Romulus; and

J. WHEREAS, the Authority and Romulus agree that it is in their mutual best interest to amend the Articles of Incorporation and to enter into a "Non-Constituent Municipality" Agreement.

NOW, THEREFORE, in consideration of the premises and the covenant of each other, and the mutual benefits to be derived by both Parties hereto, the Parties agree as follows:

1. "Non-Constituent Municipality" Definition:

For purposes of this Agreement the term "Non-Constituent Municipality" means a local unit of government which is authorized to utilize the System for conveyance and/or treatment of wastewater pursuant to a contractual agreement with the Authority, but which is not a member of the Utility Authority Board which serves as the governing body for the Authority pursuant to Article VII of the Articles of Incorporation.

2. Use of the South Huron Valley System by Romulus:

The City of Romulus retains the right to utilize a portion of the Hannon Arm Interceptor to transport up to 1.02 cubic feet per second (cfs) from a connection point located at Chase Road and Hannan Road (Manhole 27, Contract 10A) through the South Huron Valley System to a downstream point located at Wabash Road and Hannan Road (Manhole 10, Contract 10A), where an equivalent quantity of flow is to be removed from the South Huron Valley Interceptor System as shown in Exhibit A. The City of Romulus shall own no treatment capacity at the South Huron Valley wastewater treatment plant, nor have any right to convey wastewater through the System except as set forth in this Agreement. Romulus shall bear no cost for operating and maintaining the System, other than for the portion of the Interceptor which it uses for flow conveyance as set forth in Section 7 of this Agreement. The service area within the City of Romulus from which wastewater is generated for transport through the South Huron Valley System shall be determined by Romulus provided, however, that the flow rate shall not exceed 1.02 cfs as a maximum hourly flow rate.

3. Conformance with Authority Rules and Regulations:

The City of Romulus shall be responsible for the character of the wastewater originating within its boundary which is conveyed through the System, and shall comply with the Authority's standards, and Rules and Regulations as may be amended from time to time to control the discharge of wastewater to the System, including industrial, and/or commercial wastes. The City of Romulus shall adopt appropriate ordinances and shall enforce such Rules and Regulations to provide for and collect appropriate surcharges. If the character of wastewater transmitted from the City of Romulus shall be such that it imposes an unreasonable additional burden upon the System's sewers or treatment plant, then the Authority may invoice Romulus for the additional costs of operating and maintaining the affected sewers and/or additional treatment costs attributable to Romulus' discharge. Or if such discharge cannot be received by the System, the Authority may require that such discharge be pretreated before transmission to the System. If necessary, the Authority shall have the right for the protection of the System and the public health or safety, to deny discharge of wastewater to the System, and the Authority may take all steps necessary to accomplish such denial. In the event of an exceedance of the purchased capacity, the Authority may impose appropriate sanctions including restrictions on new sewer construction, limitations on sewer taps for new industrial, commercial or residential customers, requirements to implement corrective action programs to decrease flow contributions from the service area, financial penalties, and/or legal or administrative actions as may be necessary to enforce the provisions of this Agreement.

4. Connections and Permits:

Romulus shall have the right to provide or construct any additional sewage disposal system to connect the same to the System, and to receive sewage treatment from the Authority (within its capacity rights as hereinafter stated); provided, however, that the Authority may require that a permit be secured from the Authority for the connection of any such additional sewage disposal system facilities to the System. The Authority may establish, and Romulus shall in such case comply with, general rules and regulations governing the construction of sewage disposal system facilities to be connected to the System, the connection thereof to the System, and the receipt of sewage treatment from the Authority. Any permit issued by the Authority may be made conditional upon approval of plans and specifications and upon inspection and approval of construction by the Authority.

5. System Expansion and Right of First Refusal:

In the event that the System is proposed to be expanded such that additional interceptor capacity will be provided downstream from Romulus' point of connection into the System, or in the event that an expansion in the capacity will be undertaken at the wastewater treatment plant, the Authority shall provide written notice of such expansion to Romulus and request a response from Romulus as to whether it wishes to exercise its option to purchase additional capacity for conveyance and/or treatment of additional wastewater flows from the System.

Upon receipt of such notice from the Utility Authority, Romulus shall have 45 days to respond, and if no response is received within this time period the Utility Authority may proceed with the proposed capital improvement project with no additional capacity being made available to Romulus. If Romulus provides the Authority with written notification as to its interest in acquiring additional capacity for conveyance and/or treatment of wastewater it shall specify the additional capacity which it proposes to purchase. Upon receipt of such notice from Romulus, the Authority shall determine the cost of acquiring such additional capacity, including as may be appropriate, any charges for the utilization of existing facilities which were constructed without financial contribution from Romulus, and shall so advise Romulus within 45 days. Upon receipt of the Authority's cost estimate, Romulus shall then have 30 days to exercise its option to acquire additional capacity and shall notify the Authority. If Romulus opts to acquire additional capacity, the Authority shall take appropriate steps to then modify the proposed capital improvement project to provide the additional capacity for Romulus. The final amount charged to Romulus may subsequently be adjusted upward or downward to reflect actual construction costs for the project if they are different from the estimated costs provided by the Authority. In the event that Romulus exercises its rights and conveys wastewater to the Authority's wastewater plant for treatment, the parties agree that the Articles of Incorporation shall be modified to reinstate Romulus as a Board Member.

6. Financial Responsibility for Future Capital Improvements:

The City of Romulus shall have no financial liability for any future capital improvements to the System, except with respect to the portion of the Hannan Arm Interceptor used by Romulus as specified in Section 2 of this Agreement, unless the City of Romulus acquires additional capacity of conveyance and/or treatment pursuant to Section 5 of this Agreement. If the Authority undertakes a capital improvement for the portion of the Hannan Arm Interceptor used by Romulus to convey its wastewater with no increase in the conveyance capacity of the Interceptor, the cost to be assessed to Romulus for such capital improvement project shall be 11.09% based on Romulus' purchased capacity of 1.02 cfs as compared to the total purchased capacity of 9.22 cfs for that Interceptor. If the Authority undertakes a capital improvement to provide increased conveyance capacity for Romulus, or if the Authority undertakes a capital improvement to provide treatment capacity for flow from Romulus, the cost to be assessed to Romulus for such capital improvement project shall be calculated based on Romulus' capacity increase as a percentage of the total capacity increase for all communities whose capacity is being increased.

7. Operation and Maintenance of SHV Interceptor System and Regulators:

Operation and maintenance costs billed to Romulus by the Authority shall be limited to the expenses associated with the portion of the System that is used by Romulus. Regulator devices which allow flow from the City of Romulus to enter the System and which remove flow from the System to Romulus are owned by the Authority and are to be operated and maintained by the Authority. Any operation and maintenance costs associated with the

regulators used for Romulus' connection or removal of flow from Romulus are to be assessed to and paid by Romulus. Any operation and maintenance costs for the portion of the Hannan Arm Interceptor used by Romulus to convey flow shall be proportionately distributed to Romulus and the other communities whose flow is being conveyed in the Interceptor based on the relative amount of flow contributed by each community.

8. Payments, Delinquency and Remedies:

Romulus shall pay monthly to the Authority all sums allocated by the Authority for operation and maintenance expenses incurred pursuant to Paragraph 7 of this Agreement, and shall establish rates and charges for sewer service to satisfy such obligation. In the event that Romulus is delinquent for a period of 90 days or more in payment of any of the charges due from it to the Authority hereunder and where those charges have not been disputed, the Authority shall have the right to impose penalties and/or other sanctions including, but not limited to: a) Late fees at 1% per month or fraction thereof for each month for which the charges are unpaid; b) prohibition on new connections to the System or the issuance of permits for new sanitary sewers within the Service Area. However, penalties and sanctions shall not be imposed for delinquent payments if the charges are being disputed until the dispute resolution process as set forth in Paragraph 13 of this Agreement has been completed. The payment of any penalties and late fees shall be a general obligation of Romulus and the Authority shall have the right to utilize any method permitted by law to collect such charges.

9. Ordinances:

Romulus shall pass all ordinances and regulations necessary for the proper and efficient operation of the System and necessary to enforce collection of the rates or charges and millages from all residents and property owners within the area served by the System, and to promptly transmit copies thereof to the Authority after the adoption of the same.

10. Billing and Flow Metering:

The quantity of flow delivered by Romulus to the System shall be determined by estimates based on factors such as the number of connections, water usage and other information as deemed appropriate by the Parties. Measurement of flow from the City of Romulus into and out of the System by metering devices shall not be used except by written agreement of the Parties as an amendment to this Agreement.

11. Easements and Access:

Romulus consents in principle and agrees in principle to the location, construction and operation of the System within its corporate boundary and to the free use by the Authority of its streets, highways, alleys, lands, rights of way and other public places for the purpose of

location, construction and operation and for the purpose of similar location, construction and operations of any improvements, enlargements or extensions of the System serving the City of Romulus, and further agrees that, in order to evidence and effectuate the foregoing consent and agreement, it will, upon final agreement as to location, time of construction, permitting requirements, and all terms and conditions of construction, execute and deliver to the Authority such grants of easement, right of way, license, permit or consent as may be requested by the Authority and further hereby authorize and designate the Authority as their agent to contract for the construction of any System improvements in or along Hannan Road between Chase Street and Wade Road.

12. Liability and Indemnification:

Romulus shall be responsible for any costs of improvements and repairs to its portion of the pipe it uses up to its allowable percentage, being 11.09% as of the date of execution of this Agreement. Additionally, Romulus, as a customer, will indemnify the Authority for any and all damages, claims, costs and/or attorney fees resulting from any misuse attributable to its discharge into the pipe used by it.

13. No Waiver of Immunity

Nothing in this Agreement shall be construed as a waiver by Romulus of any immunity to which it may be entitled as to third parties' tort claims. No party to this Agreement waives its governmental immunity. As used in this section, the term "Authority" shall include the Authority's Board.

14. Dispute Resolution:

Any dispute arising with respect to this Agreement shall be handled in accordance with the Dispute Resolution Procedure included as Exhibit B.

15. No Third Beneficiaries:

This Agreement shall not confer any rights or remedies upon any Person other than the Parties and their respective successors and permitted assigns.

16. Entire Agreement:

This Agreement (including the documents referred to herein) constitutes the entire agreement between the Parties and supersedes any prior understandings, agreements, or representations by or between the Parties, written or oral, to the extent they relate in any way to the subject matter hereof.

17. Succession and Assignment:

This Agreement shall be binding upon and inure to the benefit of the Parties named herein and their respective successors and permitted assigns. No Party may assign either this Agreement or any of its rights, interests, or obligations herein without the prior written approval of the other Party.

18. Counterparts:

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but which together will constitute one and the same instrument.

19. Headings:

The section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

20. Notices:

All notices, requests, demands, claims and other communications hereunder shall be in writing. Any notice, request, demand, claim, or other communication hereunder shall be deemed duly given if (and then two business days after) it is sent by registered or certified mail, return receipt requested, postage prepaid, and addressed to the intended recipient as set forth below:

If to the Authority: Mark Gahry, Chairman
SHV WWTP
34001 W Jefferson
Rockwood, MI 48173

If to Romulus: Mayor Alan R. Lambert
City of Romulus
12600 Wayne Road
Romulus, MI 48174

Either Party may send any notice, request, demand, claim, or other communication hereunder to the other Party at the address set forth above using any other means (including personal delivery, expedited courier messenger service, telecopy, telex, ordinary mail, or electronic mail), but no such notice, request, demand, claim, or other communication shall be deemed to have been duly given unless and until it actually is received by the intended recipient. Any Party may change the address to which notices, requests, demands, claims, and other communications hereunder are to be delivered by giving the other Party notice in the manner herein set forth.

21. Governing Law:

This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan without giving effect to any choice or conflict of law provision or rule (whether of the State of Michigan or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Michigan.

22. Amendments and Waivers:

No amendment of any provision of this Agreement shall be valid unless the same shall be in writing and signed by the Parties. No waiver by either Party of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, shall be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any such prior or subsequent occurrence.

23. Articles of Incorporation:

This Agreement is contingent upon an amendment to the 1988 Articles of Incorporation of the Authority to change the designation of Romulus from that of "constituent municipality" to "non-constituent municipality".

24. Severability:

Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction.

25. Construction:

The Parties have participated jointly in the preparation of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring either Party by virtue of the authorship of any of the provisions of this Agreement. Any reference to any federal, state, local, or foreign statute or law shall be deemed also to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise. The word "including" shall mean including without limitation.

26. Incorporation of Exhibits:

The Exhibits identified in this Agreement are incorporated herein by reference and made a part hereof.

27. Term:

This Agreement shall remain in full force and effect for a period of 40 years from the date upon which the Parties have received approval of their respective legislative bodies and when duly executed by the appropriate officer of both Parties or until it is dissolved by mutual written agreement of both Parties. This Agreement shall automatically be renewed at its expiration date, unless it is terminated in writing by either party. A written Notice of Intent to Terminate shall be issued at least 60 days prior to the termination by the party terminating the Agreement to the other party.

IN WITNESS WHEREOF, the Parties hereto have caused this "Non-Constituent Municipality" Agreement to be executed by their duly authorized officials as of the date first above written.

SOUTH HURON VALLEY UTILITY
AUTHORITY

By 

Chair

By 

Secretary

CITY OF ROMULUS

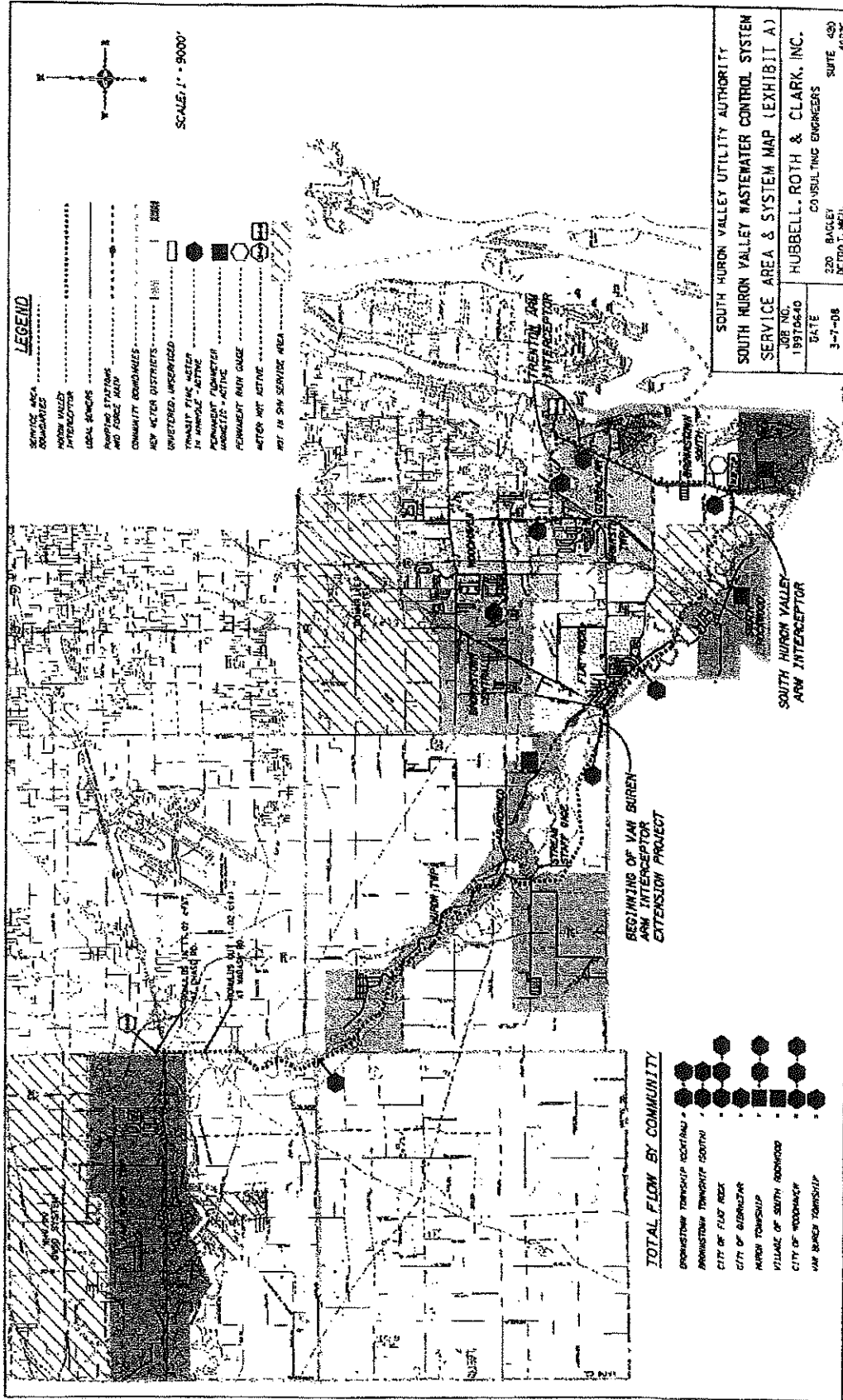
By 

Mayor, Alan R. Lambert

By 

City Clerk, Ellen L. Craig-Bragg

EXHIBIT A SOUTH HURON VALLEY SYSTEM SERVICE AREA



USDR NAME - 020885 (1997)19970640.DWG PLOT NAME - 020885 (1997)19970640.DWG STRIKE TIME - 02 MAR 2008 10:21

- TOTAL FLOW BY COMMUNITY**
- BROWNSTONE TOWNSHIP (SOUTH)
 - BROWNSTONE TOWNSHIP (NORTH)
 - CITY OF FLAT ROCK
 - CITY OF BIRMINGHAM
 - HAWTHORNE TOWNSHIP
 - VILLAGE OF SOUTH BIRMINGHAM
 - CITY OF WOODBRIDGE
 - VAN BUREN TOWNSHIP

SOUTH HURON VALLEY UTILITY AUTHORITY
SOUTH HURON VALLEY WASTEWATER CONTROL SYSTEM
SERVICE AREA & SYSTEM MAP (EXHIBIT A)
 JOB NO. 19970640
 DATE 3-7-08
 HUBBELL, ROTH & CLARK, INC.
 CONSULTING ENGINEERS
 SUITE 450
 230 S. BACLEY
 BIRMINGHAM, AL 35203

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EXHIBIT B

DISPUTE RESOLUTION POLICY OCTOBER 18, 2006

SOUTH HURON VALLEY UTILITY AUTHORITY PROPOSED DISPUTE RESOLUTION PROCEDURE

Introduction/Purpose

The member communities of the South Huron Valley Utility Authority (SHVUA) agree that it is in their collective best interest to establish a dispute resolution procedure to allow for faster resolution of problems, reduced expenses for attorneys, fees and costs, and improved working relationships among the members.

Applicability Topics

The procedures outlined in this procedure shall be utilized in the event that a dispute arises between two or more member communities, or between the SHVUA and one or more member communities with respect to any of the following topics provided that all parties to the dispute mutually agree on the use of these procedures:

1. Development, establishment, utilization or implementation of billing procedures, methodologies, and cost allocations, including, but not limited to, utilization of flow meter data and the end-of-year look back adjustments;
2. The allocation of capacity and the assessment of costs for capital improvements including, but not limited to, the question of whether one or more communities have exceeded, or are likely to exceed their purchase capacity in the interceptor system or at the wastewater treatment plant; and
3. Other issues which may impact on the cost or efficiency of or which arise out of the operation of the System, provided that the SHVUA Board authorizes the utilization of this Dispute Resolution procedure by majority vote.

For purposes of this procedure, the term "System" refers to the wastewater facilities owned and operated by the South Huron Valley Utility Authority, including the wastewater treatment plant structures, equalization basin, land, outfall and equipment; the interceptor system; the flow meters and ancillary equipment; and the Trenton Arm and Odette Pump Stations.

This Dispute Resolution procedure does not apply to disputes arising between two or more member communities which do not involve the SHVUA, the System or its Board.

Procedures

The Dispute Resolution Procedure shall occur in various steps as set forth below.

- STEP 1 – Initiation/Notification

If, in the opinion of any member community or the SHVUA, a dispute arises with respect to any of the above named Applicability Topics, that community or the SHVUA shall issue written notice to the member communities initiating the dispute resolution process. The written notice shall be submitted within 45 days of a community or the SHVUA first having knowledge of any facts giving rise to the dispute and shall contain specific factual allegations necessary to reasonably advise of the exact nature of the dispute and the relief requested. The written notice shall be distributed by First Class Mail to each member community's Board representative, and copies of the notice shall also be distributed at the next SHVUA Board meeting.

- STEP 2 – Informal Negotiations

Upon issuance of such written notice in Step 1, the parties shall first engage in good faith informal negotiations among themselves to attempt to develop a mutually acceptable resolution to the dispute. The timeframe for conducting informal negotiations shall not exceed 45 days from the date of issuance of the written notice, unless all parties agree to a longer informal negotiation timeframe. During the period of informal negotiations, the dispute may be referred to the technical committee or such other applicable committee to evaluate the bases of the disputed claim and, where possible, make a recommendation as to the proposed resolution.

- STEP 3 – Mediation

If informal negotiation among the parties is not successful in resolving the dispute, the matter shall be referred for mediation. Mediation is defined to be a non-binding dispute resolution process in which an impartial neutral facilitates negotiations among the parties in an attempt to help reach a settlement. The mediator shall be selected within ten (10) days following the conclusion of informal negotiations by the parties provided that the mediator is acceptable to the community initiating the dispute resolution process, and a majority of the other SHVUA communities. If no mutually acceptable mediator is identified and selected within ten (10) days, a majority of the SHVUA member communities shall select the mediator within the next ten (10) days. The costs for the mediator's expenses shall be paid by the SHVUA as an operating expense, unless it is mutually agreed that some alternative cost apportionment for the mediator's expenses is acceptable. The mediator of the dispute must be "neutral" and impartial, with no conflict of interest with any party, and no financial or personal interest in the outcome of the mediation.

Each member community and/or the SHVUA involved in the dispute shall designate a decision-maker to serve as their representative to participate in the mediation, and that person shall be vested with authority to negotiate on behalf of the community and/or the SHVUA, and to settle the dispute or, if required, recommend settlement to the governing board of the community. Each community and/or the SHVUA who is party to the dispute may also be represented during the process by an attorney and/or technical consultants if it so chooses, provided that the costs of any such participation are borne solely by that community and/or the SHVUA. Member communities who do not have a stake in the issue being disputed, or who do not wish to incur the expense of having a representative participate in the mediation, may request in writing to be excused from the mediation, and the community shall be allowed to be absent if the request is approved by a majority of the SHVUA members. Participation in the mediation shall otherwise be mandatory. A period of not more than 90 days shall be used for the mediation process with the time period commencing on the date when the mediator is retained.

The dispute resolution proceedings will be private and confidential, and any written or oral communications to the mediator will similarly be deemed to be confidential, and may not be disclosed by the mediator unless the parties and mediator agree otherwise. Documents created by the parties for use in the mediation process shall not be filed with any court or made available as evidence in any court proceeding. However, evidence or information which is otherwise admissible or subject to discovery does not become inadmissible or protected from discovery solely by reason of its disclosure to the mediator or its use in mediation. The mediator shall not testify regarding matters disclosed during the mediation process, but may testify as to the final outcome of the mediation process.

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

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

- STEP 4A – Settlement Through Mediation

If a settlement is reached, a preliminary Memorandum of Understanding will be prepared and signed or initialed before the parties separate. Thereafter, either the mediator or the parties themselves will promptly and not later than ten (10) days following the execution of the Memorandum of Understanding draft a written settlement document incorporating the terms of any such settlement. This draft document will be circulated, amended as necessary, and then formally executed. It is anticipated that in some cases, formal execution of any settlement

agreement may be deferred pending review and consideration of the document by the governing bodies of the member communities and/or the SHVUA.

- STEP 4B – No Settlement Through Mediation/Arbitration or Litigation

If resolution is not reached in the mediation process, the mediator may discuss with the parties the possibility of proceeding with voluntary binding arbitration as a supplemental form of dispute resolution in lieu of litigation. If voluntary binding arbitration is acceptable to all parties, the mediator may offer to assist in structuring a procedure to generate a prompt and economical decision; for example, by use of the Commercial Rules of the American Arbitration Association. The mediator shall not serve as arbitrator unless all parties agree.

If no settlement is reached through the mediation process, and if the parties decide not to pursue voluntary binding arbitration as discussed above, any party may then exercise its right to pursue resolution of the matter in a court of appropriate jurisdiction.

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EXHIBIT E

SHVUA CAPITALIZATION POLICY

August 20, 2012

FIXED ASSETS

DEFINITION OF CAPITAL ASSETS - SHVUA defines capital assets as land, improvements to land, easements, buildings, building improvements, vehicles, machinery, equipment, infrastructure (sewer handling and disposal), and all other tangible property used in operations and that have initial useful lives extending beyond a single reporting period.

USEFUL LIFE THRESHOLD - Items should only be capitalized if they have estimated useful lives of at least two years following the date of acquisition.

MINIMUM THRESHOLD - The minimum capitalization threshold will be

- a. \$250,000 for capital improvement projects related to the Sewage Collection or Treatment Systems
- b. \$5,000 for any individual item.
- c. \$10,000 for a group of like items

FUNDING OF ASSETS - The acquisition of assets, through the CIP, is requested, approved and funded through the legislation of the capital budget. In exception, office and technical equipment and vehicles, while capitalized, are requested, approved and funded through the operating budget.

DEPRECIATION METHODS - SHUVA will utilize straight line depreciation method over the useful lives of the assets. Throughout the life of the asset, the remaining useful life will be evaluated and adjusted accordingly.

CAPITALIZATION OF COSTS - SHVUA shall capitalize the following costs:

- a. DIRECT COSTS - Costs directly related to the acquisition and installation of a specific asset and directly charged to that project.
- b. INTERNAL COSTS - Internal costs directly related to the acquisition and installation of a specific asset or clearly related to the acquisition of capital assets charged to a specific project (e.g., internal labor costs).
- c. EXTERNAL COSTS - External costs directly related to the acquisition and installation of a specific asset or clearly related to the acquisition of capital assets charged to a specific project (e.g., design and construction contracts).
- d. INDIRECT COSTS - Costs that are related to the acquisition of assets but not specific projects will be allocated to projects as long as they clearly relate to projects under development or construction (i.e. program management costs). In general, indirect costs will be allocated annually across all active projects weighted by level of expenditures. Exceptions will be handled by specific procedures.

DEFINITION OF CONTROLLED CAPITAL-TYPE ITEMS (NON-CAPITALIZED ASSETS - SHUVA defines controlled capital-type items as:

- a. Items that require special attention to ensure legal compliance.
- b. Items that require special attention to protect public safety and avoid potential liability (e.g., ID badges);
- c. Items that require special attention to compensate for a heightened risk of theft (e.g., power tools).

PERIODIC INVENTORY - SHVUA will periodically inventory its tangible capital assets so that all such assets are accounted for, at least on a test basis, no less often than once every five years.

DISPOSITION OF DEPRECIABLE ASSETS

APPROVAL – The Treasurer will approve any assets that are to be disposed.

SALVAGE - Any gain or loss arising from the disposal of capital assets will be credited or charged to income.

EXHIBIT F

SHVUA SYSTEM MANAGEMENT PLAN

October 9, 2012

1. Introduction/Purpose

This document describes the general approach used to operate the South Huron Valley Utility Authority (SHVUA) System during various conditions including dry weather periods, wet weather periods, and the period after the end of a wet weather event when the System is transitioning back to a dry weather condition. The procedures described in this document are intended to provide an understanding of the general approach that is to be used to operate the System. However, the actual day-to-day operational decisions will be made by the Plant Superintendent based on weather conditions, the operational status of various equipment and treatment units, staffing and other factors. The protocols described in this document serve as general operational guidance, but do not constitute a mandatory process which would be adhered to in every instance.

2. System Description

Collection System

The interceptor sewer system operated by the South Huron Valley Utility Authority includes more than 190,000 feet of sanitary sewer interceptors ranging in size from 12 inches to 84 inches in diameter and more than 360 manholes, plus 9,610 feet of 36" force main, along with an inverted siphon, multiple river crossings and several special structures.

The collection system contains six appropriately located rain gauges throughout the Service Area. Precipitation is recorded daily from each location and compared to flow data to assess the impact of a rain event on the System.

Meters are located throughout the system to provide each community's flow contribution so that fair billing may be conducted. The meters also identify areas which may be contributing unexpectedly high quantities of inflow/infiltration.

The SHVUA collection system also includes two pumping stations. The Trenton Arm Pumping Station is located between Gibraltar Road and Vreeland Road on the east side of Jefferson Road. The Odette Pumping Station is located at the intersection of Huron River Road and Odette Road. Each of these pumping stations is equipped with remote monitoring of critical functions and with permanent, automatic switch-over, back-up generators for use during loss of power. Both the Trenton Arm and Odette Pumping Stations are capable of transmitting station status and alarms to the South Huron Valley Wastewater Treatment Plant.

Van Buren Township operates an Equalization Basin that may contribute flow to the SHVUA system after a wet weather event. Prior to dewatering to the SHVUA System, Van Buren

Township officials contact the SHVUA WWTP operator to ensure that conditions at the WWTP are such that any additional flow will not create a bypass, EQ Basin usage, or sewer backups.

Wastewater Treatment Plant

All wastewater collected by the SHVUA collection and interceptor system flows into the treatment plant wet well through an 84-inch diameter influent sewer and is treated at the SHVUA Wastewater Treatment Plant (WWTP). The SHVUA WWTP utilizes a preliminary treatment system, a primary treatment system, a secondary treatment system, final settling tanks and a disinfection system for both chlorination/dechlorination, with discharge via an 84-inch diameter gravity outfall to the Detroit River. The WWTP also has an equalization basin system to dampen daily flow fluctuations and to store peak wet weather flows in excess of the WWTP full treatment capacity. The WWTP has a sludge handling system for the dewatering, storage and treatment of sludge removed in the primary and paragraph

ondary settling tanks prior to hauling by truck for land application.

The WWTP has a treatment capacity for full treatment of 24 MGD and has demonstrated the ability to treat wet weather flows up to 34 MGD for short periods of time. The facility has a 6 million gallon flow equalization basin for storage of peak wet weather flows in excess of 24 MGD.

Preliminary Treatment consists of:

- Mechanically cleaned bar screens, two (2) – 60 MGD total capacity
- Raw sewage pumps, six (6) – 55 MGD firm capacity;

Three (3) of the pumps have mechanical, variable speed drives.

- Aerated Grit Tanks, two (2)
- Influent Flow Meter – Parshall Flume

Primary Treatment consists of:

- Primary Clarifiers, rectangular, four (4) – 100'x48' each, for a total of 55 MGD peak rated firm capacity
- Primary sludge pumps

Secondary Treatment consists of:

- Activated sludge aeration tanks, rectangular, four (4), multi-zone
- Type: Biological Phosphorus Removal, A/O Process
- Each tank 235'x45', with anoxic and aerobic zones
- Each tank with turbine and draft tube mixers, and aeration blowers.
- Final clarifiers, circular, four (4) – 110' diameter, 0.995 MG each.
- Return Sludge Pumps
- Waste Sludge Pumps

Disinfection System consists of:

- Chlorine contact tank, one (1) – 150'x60' with 60 minutes of contact time at 24 MGD
- Submersible pump mixers, three (3) – in mixing/inlet zone of tank
- Sodium hypochlorite fed at mixing/inlet zone

- Dechlorination accomplished by addition of sodium bisulfite at end of last pass in chlorine contact chamber.

Sludge Handling System consists of:

- Sludge Thickening Tanks, four (4) – gravity type, each 60’ diameter – primary and secondary clarifier sludges are pumped into these tanks.
- Sludge Storage Tanks, two (2), each 60’ diameter
- Lime is added in sludge storage tanks to raise pH for stabilization of sludge
- Sludge Storage Facility – a four (4) compartment, underground storage tank. Sludge is stored in this facility until pumping into trucks for hauling and land application at various farm fields.

Other Wastewater Plant Components include:

- Sampling equipment and laboratory analysis
- SCADA System and instrumentation/control devices

3. Operational Goals

The following goals serve as the guiding principles for operating the System:

- Operate the System in the best interest of the service area and the environment at an affordable cost;
- Operate the System to transport and treat the flow that is generated in the service area and meet NPDES Permit limits for the treated effluent;
- Operate the System to prevent basement flooding in the service area, surcharging of the interceptors and/or Sanitary Sewer Overflows (SSOs);
- Utilize the EQ Basin to minimize the discharge of partially treated wastewater;
- Coordinate with Van Buren Township to accommodate prompt dewatering of stored wet weather flows after the end of a wet weather event;
- Respond to emergencies promptly with priority given to resolving problems which are or may become a threat to public health or the discharge of pollutants.

4. Dry Weather Operating Protocol

Under normal dry weather flows (~6 to 9 MGD), only half of the SHVUA WWTP’s main components are in operation. One variable pump (4 to 10 MGD) is operated to maintain a wet well at a normal elevation (typically between 10 and 12 feet). Solids throughout the plant are maintained at a level that would allow the plant to be ramped up to 18 MGD for up to 24 hours if needed. If the wet well climbs to an elevation above the normal range (i.e. above 12 feet), a second manual speed pump is started while the first pump remains in auto.

Operators utilize web-based weather forecasts in an effort to anticipate potential increases in flow. Also, in the case of actual precipitation, the real time rain gauges are monitored in an effort to assess the likelihood and magnitude of flow increases at the WWTP.

5. Wet Weather Operating Protocol

Engineering studies have concluded that at a Wet Well level above 16' the interceptor feeding the SHVUA WWTP will become surcharged which could result in a Sanitary Sewer Overflow (SSO) within the interceptor or local sewers, or basement flooding. Therefore, maintaining the wet well level at or below 16' at all times is a major priority. As discussed below, the efforts to maintain the wet well elevation necessitate the initiation of various activities when the level in the wet well begins to rise above 14'. The interceptor junction box located at the northwest corner of the WWTP is monitored and its levels recorded during high flow events. All Operational measures within the control of the plant staff will be taken to ensure the interceptor does not become surcharged.

Operational Information

PARAMETER	VALUE	UNITS
Design Flow per Biodeck	6	MGD
Maximum Flow per Biodeck	9	MGD

Under normal Dry Weather conditions, the Wet Well level is maintained between 10 and 12 feet, and two Biodecks are typically in service. If the Wet Well cannot be kept below 14 feet with a steady flow of less than or equal to 18 MGD, then a series of operational actions will be taken to place more biodecks in service. These include the following:

1. Turn the Bar Screens and Grit removal systems into manual mode to prevent a bottleneck in the flow into the treatment plant and remove excess grit that may be washed into the plant.
2. Set the Equalization Basin control Set point to 18 MGD.
3. Monitor Wet Well level closely to ensure it stays at or below 14', increase pumping as needed to stay at or below 14'. This will include increasing the percent speed of variable speed pumps and placing additional pumps in service as needed to maintain target wet well levels.
4. If the Equalization basin reaches 50% of its capacity and flows are not subsiding, further actions may need to be initiated as discussed below.
5. If the online Biodecks are becoming hydraulically and or organically overloaded based on an assessment of several factors including secondary clarifier blanket depths, effluent quality, etc., additional Biodecks will be placed into service following detailed procedures and a pre-established sequence established by the plant superintendent.
6. Additional staff will be mobilized to assist in preparing additional Biodecks to be placed in service and to perform additional monitoring of effluent conditions and interceptor junction box elevations.
7. If a third Biodeck does not alleviate the rising EQ Basin level (reaching 75% of its capacity) and flows continue to be above normal, an additional (4th) Biodeck will be placed in service by following the same procedure described above.
8. Once the 4th Biodeck is placed into service, increase the set point to the Equalization Basin to 28 MGD to reduce the amount of flow being diverted to the EQ Basin and increase the flow going through the plant.

ADDITIONAL STEPS & MONITORING

If the addition of treatment units and the above mentioned operational changes do not satisfactorily accommodate the additional flow, more aggressive actions will be taken to attempt to minimize the flow *entering* the plant, thus attempting to prevent secondary treatment bypass. The trigger for beginning this process will be:

- Flows continuing to increase
- Equalization Basin at 95% of capacity
- Treatment plant flows reaching 33 MGD (this is what is being fed to the treatment plant, not including what is being diverted to the EQ Basin).

Monitor the main interceptor junction box at the northwest corner of the property of the WWTP to ensure it is not becoming surcharged. If it is (and the wet well level is at or below 14') the cause is likely too high of flows coming from the interceptor system for the junction box or influent pipe to the WWTP to handle, in this event proceed as follows:

1. Additional staff will be mobilized to monitor and control wet well elevations at the Trenton Arm lift station.
2. The additional staff member will be assigned to go to the Trenton Arm Pump Station to observe and record the wet well level, normal operating range is 7-14'.
3. Before any further action, it must be determined if the upstream collection system is surcharged or has available volume to store flow. To do this, staff will check the level of the interceptor on the southwest corner of the intersection of Vreeland and Fort St. Normal operating level is 34' from the manhole ring down to the water level. It should also be observed what portion of the pipe is full (i.e. $\frac{1}{4}$, $\frac{1}{2}$, $\frac{3}{4}$). If the pipe is not at least $\frac{3}{4}$ full, there is available space within the interceptor to store flow, if there is not available space no further actions can be taken.

TO MINIMIZE FLOW FROM TRENTON ARM TO WWTP AND STORE FLOW IN INTERCEPTOR – THIS STEP WILL ONLY BE PERFORMED UNDER THE DIRECT SUPERVISION OF MANAGEMENT

1. At the Trenton Arm lift station, take all pumps out of the “Automatic” mode and place one pump into manual at the equal speed it was running at prior to switching positions.
2. Monitor the wet well level and adjust pump speed until the wet well level is stabilized at the level prior to switching positions; place an additional pump in service if nec.
3. Depending on the intensity, location of rain within the service area, and specific conditions of the rain event, a wet well level as high as 24' may be maintained. However, it will be necessary to continuously monitor the interceptor at the Vreeland / Fort intersection to ensure the pipe does NOT become full, otherwise Sanitary Sewer Overflows and or local sewer surcharging could exist.
4. It will be necessary to lower the pump speed at Trenton Arm, allow the wet well level to rise 2' and then revisit the interceptor to monitor its percent full. All

- adjustment, wet well levels, and interceptor levels will be recorded.
5. Upon each adjustment in pump speed (and corresponding increase in wet well level) the interceptor will be inspected to ensure upstream surcharging is not taking place.

6. Post Wet Weather Operating Protocol

The EQ Basin will be dewatered as quickly as possible without adversely affecting the collection system or WWTP discharge quality. Once flows are 30 MGD or lower as plant conditions may dictate, and the wet well level is less than 14', the EQ Basin discharge valve will be opened. The dewatering rate will be gradually increased as conditions allow. Once the EQ Basin is emptied, treatment units will be gradually taken down until normal dry weather flow operations are achieved.

Prior to dewatering to the SHVUA System, Van Buren Township officials will contact the SHVUA WWTP operator by telephone to ensure that conditions at the WWTP are such that any additional flow will not create a bypass, EQ Basin usage, or sewer backups.

7. Other Operational Factors

Synagro provides Biosolids removal for the SHVUA WWTP via a contract with United Water. All Biosolids are applied to agricultural lands for beneficial reuse. The SHVUA WWTP may have Biosolids removed year round as conditions allow provided proper notification is made to the MDEQ.

Prepared by: United Water and Hinshon Environmental Consulting

EXHIBIT G

WAYNE COUNTY INDEMNIFICATION PROCEDURES

**FROM THE 1999 AGREEMENT
BETWEEN WAYNE COUNTY AND
THE SOUTH HURON VALLEY UTILITY AUTHORITY**

6. Remedies for Breaches of this Agreement

* * * *

(c) Indemnification Provisions for Benefit of the County of Wayne.

(i) In the event the Authority breaches any of its representations, warranties, and covenants contained in this Agreement, then the Authority agrees to indemnify the County of Wayne from and against the entirety of any Losses the County of Wayne shall suffer through and after the date of the claim for indemnification caused by the breach.

(ii) The Authority agrees to indemnify the County of Wayne from and against the entirety of any Losses the County of Wayne shall suffer caused by (A) any liability of the county of Wayne which is an Assumed Liability, (B) the failure of any Local Unit's governing body to duly pass a resolution ratifying, approving and consenting to this Contract, or (C) the ownership and/or operation of the System by the Authority, including, without limitation, any failure of the Authority, in connection with its ownership and/or operation of the System, to maintain and comply with all applicable laws, regulations, requirements, permits and licenses, including, without limitation, NPDES permits and MDEQ requirements.

(d) Matters 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 Section 6, then the Indemnified Party shall promptly (and in any event within five business days after receiving notice of the Third Party Claim) notify each Indemnifying Party thereof in writing.

(ii) To the extent permitted by applicable law, any Indemnifying Party will have the right at any time 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 Section 6(d)(ii) above, 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) Environmental Remedies. The Authority hereby 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 of Wayne, and hereby releases the County of Wayne, from any claim, demand or liability, other than any Excluded Liabilities, with respect to any environmental, health, or safety matter relating to the past, current or future facilities, properties or operations of the System and all of its predecessors or affiliates, including without limitation any such matter arising under any Environmental, Health, and Safety Requirements and including, without limitation, any arising under the Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA"), any analogous state law, or the common law. The Authority hereby unconditionally agrees to indemnify, defend, and hold harmless the County of Wayne from any and all liability, loss, cost or expense with respect to any such environmental, health, or safety matter, other than any Excluded Liabilities (including any arising under any Environmental, Health, and Safety Requirements and including, without limitation, CERCLA, any analogous state law, or the common law).

EXHIBIT H

**SOUTH HURON VALLEY
WASTEWATER CONTROL SYSTEM
MAXIMUM ALLOWABLE RATE OF DELIVERY TO SYSTEM**

<u>INTERCEPTOR DISCHARGE CAPACITY – CFS (CUBIC FEET PER SECOND)</u>								
Communities	Treatment Plant Outfall	Treatment Plant Interceptor	Huron River Interceptor		Hannan Arm	Trenton Arm		B'town So. Conn.
			Trt. Plant to Flat Rock Plant	Flat Rock Plant to NW Huron	NW Huron to Chase	Trt. Plt. to Van Horn & Allen	Van Horn & Allen to w/Allen	PS 4-1 to Trt. Plant Wet Well
Proposed Construction Contract Numbers	3A, B	5A	5B & 6A	6B, 7, 8, 9	10A	4A (PS), 4B&C	4D	
Van Buren Township	8.20	8.20	8.20	8.20	8.20			
Romulus					1.02			
Huron Township	12.33	12.33	12.33	12.33				
Flat Rock	14.93	14.93	14.93	14.93				
South Rockwood	1.28	1.28	1.28					
Brownstown Central	17.03	17.03				17.03	10.07	
Brownstown South	4.55	2.76						1.79
Woodhaven	27.03	27.03				27.03	12.94	
Gibraltar	11.00	11.00				11.00		
TOTAL FLOW – CFS	96.35	94.56	36.74	35.46	9.22	55.06	23.01	1.79

Design Capacity:	3A: 7'0"	5A: 7'0"	5B: 5'0"	6A:5'0"	9: 30"	4B: 54"	4C: 48"
	3B: 6'6"	@ 0.020%	@0.023%	@0.023%	@ 0.050%	@ 0.100%	@ 0.060%
	4.34' Hd.	n = .012	n = .013	n = .013	n = .013	n = .013	n = .013
	99.0 CFS	97.9 CFS	39.5 CFS	39.5 CFS	9.5 CFS	60.2 CFS	35.9 CFS

EXHIBIT I

WASTEWATER TREATMENT PLANT PURCHASED CAPACITY

Community	Purchased Capacity MGD	Purchased Capacity %
Brownstown	6.664	27.767%
Flat Rock	3.471	14.463%
Gibraltar	1.969	8.204%
Huron Township	3.666	15.275%
Romulus	0.000	0%
South Rockwood	0.398	1.658%
Van Buren Township	5.434	22.642%
Woodhaven	2.398	9.992%
TOTAL	24.000	100.000%

NOTE: 0.65 MGD = 1 CFS

EXHIBIT J
SOUTH HURON VALLEY WASTEWATER CONTROL SYSTEM
CAPACITY IN OTHER SYSTEMS

Community	System	Interceptors	Purchased Capacity MGD
Van Buren Township	DR	ERI	3.40
Van Buren Township	RV	LRI	2.08
Brownstown Township	DR	PA	9.30

Key: DR = Downriver
ERI = Eureka Road Interceptor
LRI = Lower Rouge Interceptor
PA = Pennsylvania Arm
RV = Rouge Valley (Wayne Co./DWSD System)



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Since 1988*

34001 W. Jefferson ♦ Brownstown Township, Michigan 48173

**Regular Meeting
Minutes – July 18, 2007**

Meeting called to order by Chairperson David Flaten at 10:00 a.m. at the Brownstown Township Hall.

Roll Call: Brownstown - Mark Gahry Flat Rock – Richard Jones
 Gibraltar – Jim Gorris Huron – Melvin Sheats
 Romulus – Absent S. Rockwood – Mat Van Wassehnova
 Van Buren – Sharry Budd Woodhaven – David Flaten

Also present: Gerald Knapp, HRC Patrick McCauley, Attorney
 Gordon Krater, Plante & Moran Mark Gaworecki, Hennessey
 Sean Bellingham, VBT Bruce Hammond, Flat Rock
 Jacob Rushlow, OHM David Nummer, Wade Trim
 Mark Kibby, Gibraltar Douglas Dail, Wade Trim
 Cindy King, Supervisor, VBT Todd Knepper, VBT
 David Riser, Gibraltar

Agenda: As presented.

Minutes:

Motion Brownstown, second Gibraltar to approve the Regular Meeting Minutes of June 20, 2007. Motion carried unanimously.

Earth Tech Report:

The June 2007 Summary of Operations was sent to each community but Earth Tech had no representative present to review.

Approval of Expenditures:

Motion Van Buren, second Brownstown to approve the General Operating Fund Expenditures [in the amount of \$268,619.67] as presented and SRF Funding [in the amount of \$7,101.13] as presented. Roll call. Ayes: Brownstown, Gibraltar, Huron. S. Rockwood, Van Buren and Woodhaven. Nays: Flat Rock. Absent: Romulus. Motion carried.

MEMBER COMMUNITIES

Brownstown Township ♦ City of Flat Rock ♦ City of Gibraltar ♦ Huron Township ♦ City of Romulus ♦ Village of South Rockwood ♦ Van Buren Charter Township ♦ City of Woodhaven

Look-back Adjustments:

Motion Gibraltar, second Brownstown to bring back to the August meeting the 2005-2006 look-back adjustments. Motion carried unanimously.

CDM Proposal for Look-Back Adjustment (partial 2002, 2003 & 2004):

Motion Van Buren, second Brownstown to not request CDM to do look-back adjustments for partial 2002 through 2004 and to move forward. Roll call. Ayes: Brownstown, Gibraltar, Huron. S. Rockwood, Van Buren and Woodhaven. Nays: Flat Rock. Absent: Romulus. Motion carried

Van Buren EQ Basin:

David Nummer, Wade Trim, did a presentation on the Van Buren Township EQ Basin. (Attached)

Motion Van Buren, second Brownstown that given the facts that Article IV of the SHVUA Articles of Incorporation states that "the Authority shall be comprised of all the territory embrace within the corporate boundaries of its constituent municipalities, "that Van Buren's equalization basin will serve to control wastewater discharged into the SHVUA System and provide local and System wide benefits, that Van Buren has the right to deliver its contract capacity flows, and that Van Buren has received approvals and permits from the Board through the System administrator, Earth Tech, MDEQ and Wayne County, that the Board ratify and approve all aspects of the Van Buren Equalization Basin including allowing Van Buren to deliver flows to the SHVUA System from its equalization basin collected from all the territory within Van Buren's corporate boundaries, in accordance with Van Buren's contracted capacity flows and that all operation & maintenance procedures and manuals be followed. Roll call. Ayes: Brownstown, Gibraltar, Huron. S. Rockwood, Van Buren and Woodhaven. Nays: Flat Rock. Absent: Romulus. Motion carried.

It was discussed that Attorney McCauley should draft an amendment to the 1983 Contract.

Attorney Comments:

Nothing has come back on the Flat Rock appeals.

Also nothing to update on the DeMaria lawsuit claiming that the SHVUA prevented extension on the contract for the construction of the EQ Basin, thereby resulting in a loss on the project of \$768,000.

It was discussed again and Attorney McCauley has been requested to look at all the previous contracts including the 1983 contract and present a draft agreement as one document.

Other Business:

Letter was received from the City of Gibraltar appointing Administrator Mark Kibby as an alternate to the SHVUA Board. (Attached)

Mark Knepper was introduced as the DPS Director for Van Buren Township and the alternate to the SHVUA Board.

Brownstown discussed a budget item in next year's budget to include landscaping at the entrance to the wastewater treatment plant on Jefferson.

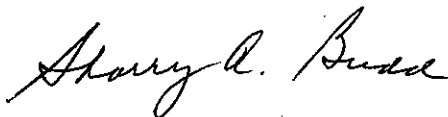
Statement was made by a Board member objecting to the tenor of a letter from the Mayor of Flat Rock (included in the packet) which had been sent to the Van Buren Township Supervisor regarding the township's equalization basin. Member expressed his opinion that the tone of the letter was not reflective of other members of the SHVUA Board.

Adjournment:

There being no further business to come before the Authority, motion Brownstown, second S. Rockwood to adjourn the meeting at 11:08 a.m. Motion carried unanimously.

The next regular meeting will be August 15, 2007 at 10:00 a.m. at Brownstown Township Hall.

Respectfully submitted,



Sharry A. Budd, CPFA
Treasurer/Secretary
South Huron Valley Utility Authority

SHVUA Presentation on the
Van Buren Equalization Basin
July 18, 2007

Presentation notes and outline

Introduction – project background and basics. The project includes the construction of a 1.3 million gallon equalization basin, a pump station and approximately 4 miles of force main. The total cost of the improvements is \$12 million. The project is being funded through a State Revolving Fund (SRF) low interest loan administered through the MDEQ.

Project Approvals – Van Buren Township has gone through an extensive approval process for this project including permits from all three sanitary sewer districts, two MDEQ permits, Wayne County, MDOT, and various utility companies. The approval process included several presentations to technical committees and an exhaustive review by the Department of Environmental Quality with an emphasis on public health, safety and welfare. The sanitary sewer permits for the equalization basin are summarized below.

- NHV/RV
Approved by Wayne County on June 9, 2006
- Downriver System
Technical Committee presentation on April 18, 2006
approved by Wayne County on June 9, 2006
- SHVUA
Technical Committee presentation on February 9, 2006
Board status update on February 15, 2006
Approved by the SHVUA System operator, Earth Tech on June 14, 2006
- Michigan Department of Environmental Quality
Sanitary sewer permit approved on June 16, 2006

Project Benefits – This project has many benefits to Van Buren Township. The project provides many benefits to the SHVUA system with no negative aspects including:

- Van Buren Township is the only local unit in the SHVUA that will be able to physically restrict flows to at or below contract capacity during a wet weather event.
- The basin allows Van Buren Township the flexibility to respond to issues at the SHVUA plant. For example, should the plant be experiencing heavy

flows or need to take a treatment train out of service, the Township has the ability to work cooperatively with plant operators to reduce or redirect its flow away from the plant.

- Dewatering of the basin can be to either the SHVUA or to the Downriver System. Dewatering flow sent to the SHVUA is metered and billed to the Township, thus generating revenue for the system and allocating a larger portion of O/M costs to Van Buren.
- The basin design exceeds MDEQ requirements and provides storage capacity for rainfall events that cover all three systems to which the Township is connected. For a storm occurring in one or two of the systems the basin could provide even more protection by possibly directing flows to systems not experiencing severe wet weather conditions after conferring with the operators of the effected system.

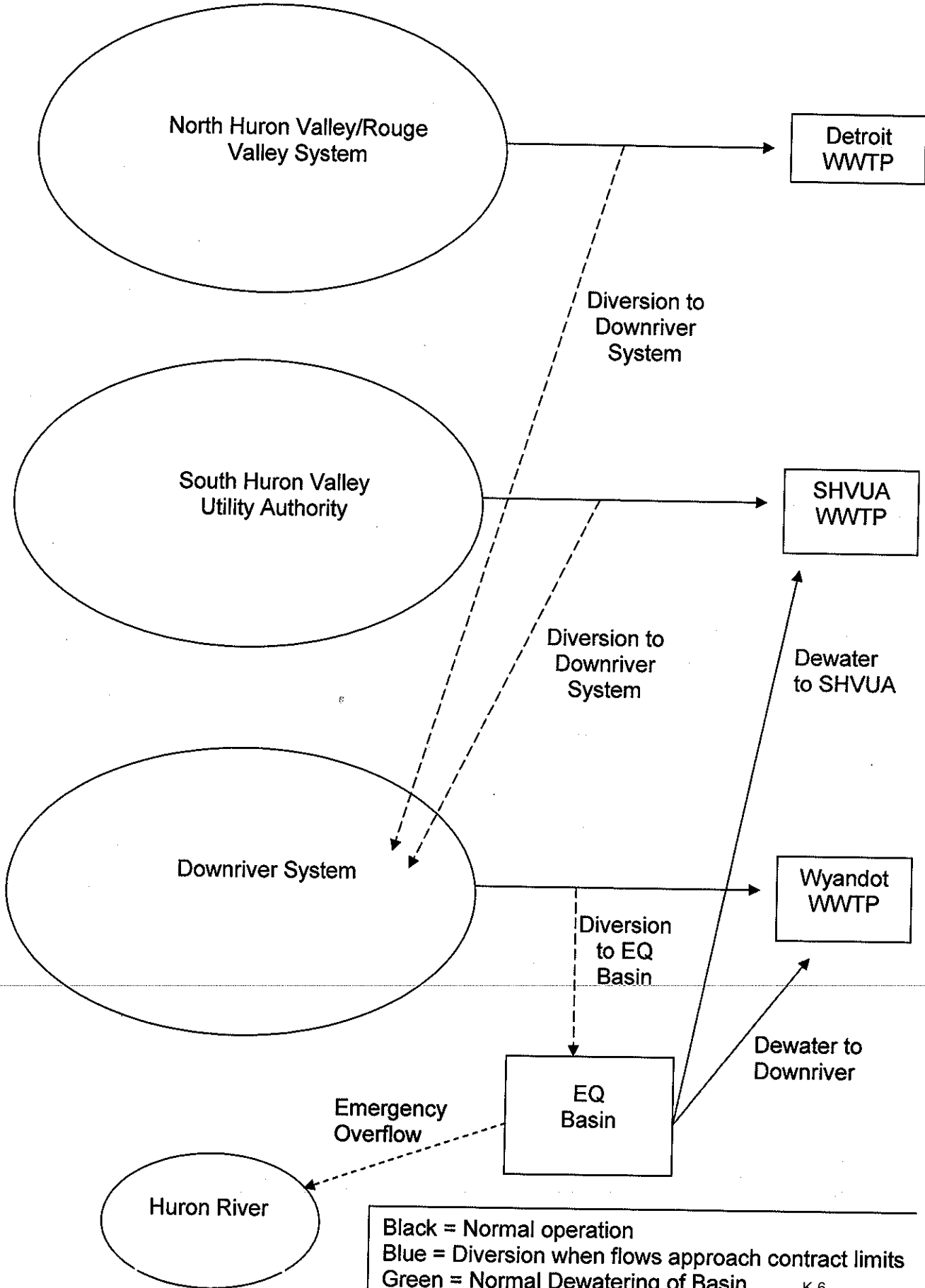
Operations and Design of the Basin – The Authority's consultant, Mr. Richard Hinshon, has indicated that the basin will have no adverse impacts on downstream communities. It is the design and the operation of the system that allows him to come to this conclusion.

See attached Van Buren EQ Basin Flow Schematic. Details of the design and operation will be provided at the Board Presentation.

Conclusion – The basin is approximately 70% complete. The anticipated service date is October 2007. The basin is providing flood protection that does not exist today and does not have any negative impacts for any of the SHVUA communities and provides added benefits and necessary flexibility to the system.

Questions and Answers

Van Buren EQ Basin Flow Schematic



Black = Normal operation
 Blue = Diversion when flows approach contract limits
 Green = Normal Dewatering of Basin
 Red = EMERGENCY dewatering of basin

EXHIBIT L
O & M BILLING METHODOLOGY AGREEMENT

AGREEMENT

THIS AGREEMENT entered into the 26th day of August, AD, 1998, between the South Huron Valley Utility Authority (Authority) and the Cities of Woodhaven, Gibraltar and Flat Rock, and the Charter Townships of Van Buren, Brownstown and Huron and the Village of South Rockwood (Local Communities);

Recitals:

WHEREAS, the Local Communities constitute the constituent members of the Authority, and

WHEREAS, the Authority is presently in the process of obtaining the transfer of the operational control of the South Huron Valley Sewage Treatment System from the County of Wayne to the Authority, and

WHEREAS, the Authority is also in the process of expanding the Sewage Treatment Plant from its present capacity of 12 MGD to 24 MGD which is necessitated as a result of the plant having reached its present capacity, and

WHEREAS, the Local Communities have agreed to address certain issues which are of immediate concern, and

WHEREAS, the Local Communities and the Authority agree to set forth those issues in this Agreement.

NOW THEREFORE, in consideration of the mutual covenants herein contained

IT IS HEREBY AGREED:

- A. An independent expert will be hired to examine the accuracy of sewage meters and the resulting bills to the communities. The expert will review existing meter data, collect additional data as may be needed to calibrate the sewage meters, review water consumption rates as compared to billed sewage flow, and identify any disparity between actual and billed flows to the extent this can be determined. This study shall be initiated by October 1, 1998 and completed by April 1, 1999 unless the expert requires additional time to complete a thorough analysis and the Authority approves the extension;
- B. The Operation and Maintenance (O & M) charges for the South Huron Valley Wastewater System shall be revised to separately accumulate the O & M costs for the two Pump Stations and major Interceptor segments as set forth in the attached Exhibit, or as may otherwise be approved by the Utility Authority. The O & M costs for each sub-account are to be assessed to those communities whose flow is tributary to the Pump Stations and major Interceptor segments (see attached Exhibit). The

actual O & M charges to be assessed to each community will be based on the relative percentage of flow contributed by each community as determined from the sewage flow billing meters. The Operation and Maintenance charges for the Wastewater Treatment Plant (including the influent Pump Station, all treatment processes, sludge handling and disposal, and effluent discharge) shall continue to be assessed to all communities based on actual usage rates. The revised O & M allocation method shall be adopted and implemented in fiscal year 1999.

C. Each community using the Duane Egeland Treatment Plant shall be required to stay within its expanded purchased capacity. In order to assure compliance with this provision, a System Management Program shall be developed and implemented by the Utility Authority to achieve the following:

- (1) Monitor the flows generated by each community and prepare a monthly report which summarizes the current month flows, the average flow rate for each community over the last three months, and the average flow rate from each community over the last twelve months;
- (2) Establish a process for identifying situations where a community is likely to exceed its purchased capacity in the future, based on an analysis of past flow rates. Provide written notification to the affected community, along with a request to identify the corrective actions to be undertaken to prevent a future exceedance;
- (3) Impose appropriate sanctions against any community whose flow rate over a three month period are in excess of its purchased capacity. In accordance with the approved System Management Plan such sanctions may include any or all of the following: 1) restrictions on sewer construction, 2) limitations on sewer taps for new industrial, commercial or residential customers, 3) requirements to implement corrective action programs to decrease flow contributions from the service area, 4) financial penalties, and 5) legal or administrative action as may be necessary to enforce the provisions of this Agreement.

This Agreement shall be implemented upon the approval of all the named communities and the Authority.

IN WITNESS WHEREOF, the Authority and the respective Local Communities have approved this Agreement on the dates indicated above the signatures of each entity.

The foregoing Agreement was approved by the South Huron Valley Utility

Authority at is meeting duly held on the 26 day of AUGUST, 1998.

WC Bolter
Chairman

David W. FLL
Secretary

The foregoing Agreement was approved by the City of Flat Rock at is meeting duly held on the 24 day of AUGUST, 1998.

Richard C. Jones
Mayor

Clerk

The foregoing Agreement was approved by the City of Gibraltar at is meeting duly held on the 24 day of AUGUST, 1998.

Gibraltar Scott Dennis
Mayor

Clerk

The foregoing Agreement was approved by the City of Woodhaven at is meeting duly held on the 15 day of SEPT., 1998.

Richard P. ...
Mayor

Sheryl L. McGlynn
Clerk

The foregoing Agreement was approved by the Charter Township of Brownstown at its meeting duly held on the 8th day of September 1998.

WC Boller

W. Curt Boller, Supervisor

Linda L. Smith

Linda L. Smith, Clerk

The foregoing Agreement was approved by the Charter Township of Huron at its meeting duly held on the _____ day of _____, 1998.

Supervisor

Clerk

The foregoing Agreement was approved by the Charter Township of Van Buren at its meeting duly held on the _____ day of _____, 1998.

Supervisor

Clerk

The foregoing Agreement was approved by the Village of South Rockwood at its meeting duly held on the _____ day of _____, 1998.

President

Village Clerk

The foregoing Agreement was approved by the Charter Township of Brownstown at its meeting duly held on the _____ day of _____, 1998.

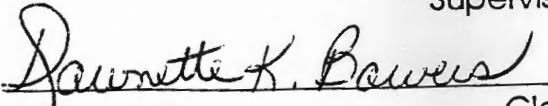
Supervisor

Clerk

The foregoing Agreement was approved by the Charter Township of Huron at its meeting duly held on the 26th day of August, 1998.



Supervisor



Clerk

The foregoing Agreement was approved by the Charter Township of Van Buren at its meeting duly held on the _____ day of _____, 1998.

Supervisor

Clerk

The foregoing Agreement was approved by the Village of South Rockwood at its meeting duly held on the _____ day of _____, 1998.

President

Village Clerk

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The foregoing Agreement was approved by the Charter Township of Brownstown at its meeting duly held on the _____ day of _____ 1998.

Supervisor

Clerk

The foregoing Agreement was approved by the Charter Township of Huron at its meeting duly held on the _____ day of _____, 1998.

Supervisor

Clerk

The foregoing Agreement was approved by the Charter Township of Van Buren at its meeting duly held on the 1 day of SEPTEMBER, 1998.

Alan Foster

Supervisor

Cindy C. Kelly

Clerk

The foregoing Agreement was approved by the Village of South Rockwood at its meeting duly held on the _____ day of _____, 1998.

President

Village Clerk

LAW OFFICES
EBIASI & ASSOCIATES, P.C.
24825 EUREKA ROAD
TAYLOR, MI 48180-5154
(734) 946-7430

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The foregoing Agreement was approved by the Charter Township of Brownstown at its meeting duly held on the _____ day of _____, 1998.

Supervisor

Clerk

The foregoing Agreement was approved by the Charter Township of Huron at its meeting duly held on the _____ day of _____, 1998.

Supervisor

Clerk

The foregoing Agreement was approved by the Charter Township of Van Buren at its meeting duly held on the _____ day of _____, 1998.

Supervisor

Clerk

The foregoing Agreement was approved by the Village of South Rockwood at its meeting duly held on the 08 day of SEPTEMBER, 1998.

Cliff Forest
President

Wilene Harold
Village Clerk

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EXHIBIT ON O & M METHODOLOGY

August 10, 1998

INTRODUCTION

The South Huron Valley Wastewater system currently assesses the Operation and Maintenance (O & M) costs for both the wastewater treatment plant and the Interceptor system based on relative flow volume from each community. It is proposed that this system be revised by establishing separate O & M sub-accounts for portions of the collection system so that these expenses can be assessed to those communities whose flow is handled by that portion of the system. O & M charges for the wastewater plant will continue to be assessed to all communities based on their relative flow contributions.

SUB-ACCOUNTS

The following sub-accounts are proposed to be established for purposes of assessing O & M costs in the South Huron Valley collection system:

	SUB-ACCOUNT	ASSESSED TO:
1.	B-G-W Pump Station (Trenton Arm P. Sta.)	Brownstown Township Gibraltar Woodhaven
2.	Odette Pump Station	Huron Township
3.	Trenton Arm Interceptor	Brownstown Township Gibraltar Woodhaven
4.	Huron River Interceptor (from the WWTP to the old Flat Rock plant)	South Rockwood Flat Rock Huron Township Van Buren Township
5.	Huron River Interceptor (above Flat Rock plant)	Huron Township Romulus Van Buren Township

METHODOLOGY

The actual O & M costs incurred for each sub-account listed above shall be accumulated separately. Each community listed as a contributor shall be assessed its proportionate share of the O & M costs for that sub-account based on its relative flow volume as determined from the sewage billing meters. At the start of each fiscal year, an estimate of the annual O & M charges anticipated for each sub-account shall be made, and a tentative apportionment of these projected costs will be

OFFICES

BLISS ASSOCIATES, P.C.

24825 EUREKA ROAD

TAYLOR, MI 48180-5154

(734) 946-7430

assessed based on the prior years flows. At the end of each fiscal year an appropriate adjustment will be made to reflect the actual O & M costs incurred and the actual flow contribution of each tributary community.

Prepared by: Richard Hinshon, P.E.
Hinshon Environmental Consulting, Inc.

EXHIBIT M

CRITERIA FOR DETERMINING EXCEEDANCE OF PURCHASE CAPACITY

July 10, 2012

The original 1984 Service Agreement for the System established two separate “Purchase Capacities” for each Community. Exhibit H lists each Community’s Interceptor Capacity in cubic feet per second (cfs), and Exhibit I lists each Community’s Treatment Plant Capacity in million gallons per day (MGD). These capacities are as follows:

<u>Community</u>	<u>Interceptor Capacity (cfs)</u>	<u>Treatment Capacity (mgd)</u>
Brownstown Twp	21.58	6.664
Flat Rock	14.93	3.471
Gibraltar	11.00	1.969
Huron Twp	12.33	3.666
South Rockwood	1.28	0.398
Van Buren Twp	8.20	5.434
Woodhaven	27.03	2.398
TOTAL	96.35	24.000

A community will be considered to have exceeded the allowable flow contribution if it is determined that the actual flows contributed to the System meet any of the following criteria:

1. Interceptor Capacity Exceedance:
 - a. The actual flow exceeds the Purchase Capacity by 20% or more for at least 1 hour;
 - b. The actual flow exceeds the Purchase Capacity by 10% or more for at least 4 hours.

2. Treatment Capacity Exceedance:
 - a. The actual flow exceeds the Purchase Capacity by at least 20% for 24 hours or more;
 - b. The actual flow exceeds the Purchase Capacity by at least 10% for a 72 hour period.

NOTE: The determination of “actual flow” is to be based on billing meter and the plant meter data. However, a community deemed to have exceeded its purchase capacity may present information and supporting documentation regarding the accuracy of the measured flows, and may challenge the determination using the dispute resolution procedure if it so chooses.

Enforcement actions and/or the imposition of sanctions in response to an exceedance shall be at the discretion of the Authority, and the response should be tailored to reflect the severity of the exceedance and the impact to the System and other communities.

EXHIBIT N

ARTICLES OF INCORPORATION AS
AMENDED JUNE 3, 2011

ARTICLES OF INCORPORATION

OF

SOUTH HURON VALLEY UTILITY AUTHORITY

These Articles of Incorporation are adopted by the incorporating municipal corporations for the purpose of creating an Authority under the provisions of Act 233, Public Acts of Michigan, 1955, as amended.

ARTICLE I

The name of this Authority is "South Huron Valley Utility Authority". The principal office of the Authority will be located at 21313 Telegraph, Brownstown, Wayne County, Michigan 48183.

ARTICLE II

The names of the municipal corporations creating this Authority are: The City of Gibraltar, The City of Flat Rock, The City of Woodhaven, The Charter Township of Brownstown, The Charter Township of Huron, The Charter Township of Van Buren, and the Village of South Rockwood, The City of Romulus, which are hereby designated as the constituent municipalities.

ARTICLE III

The purpose of this Authority is to acquire, construct, finance, purchase, own, improve, enlarge, extend and operate a sewage disposal system, a solid waste management system, and/or a water supply system in accordance with the authorization of Act 233, Public Acts of Michigan, 1955, as amended. Further, that it is the foremost purpose of this Authority to serve residents of the Townships and Cities efficiently, economically, and to reduce costs where reasonably possible, with a good quality and uniform system for water, solid waste and wastewater treatment that will adequately serve their needs.

ARTICLE IV

This authority is a body corporate with power to sue or to be sued in any court of this State. It shall be comprised of all of the territory embraced within the corporate boundaries of its constituent municipalities. It shall possess all of the powers granted by statute now in effect or hereafter adopted or amended, and by these Articles, and those incident thereto. The enumeration of any powers herein shall not be construed as a limitation upon its general powers unless the context shall clearly indicate otherwise. It shall have a corporate seal.

ARTICLE V

This Authority shall continue in existence perpetually or until dissolved by act of the parties or by law: Provided, however, that it shall not be dissolved if such dissolution would or could operate as an impairment of its bonds or of any of its contracts.

ARTICLE VI

The fiscal year of the Authority shall commence on the 1st day of January in each year and end on the 31st day of December of the following year.

ARTICLE VII

The governing body of the Authority shall be a Commission of eight members, which shall be made up of the Mayors, Supervisors and Village President of each constituent municipality. Each constituent municipality shall also designate a member of its legislative body as an alternate Commissioner, who shall exercise all powers of that municipality's Commissioner in his or her absence or disability. Each Commissioner shall qualify by taking the constitutional oath of office and filing it with his or her respective City, Township or Village Clerk. The alternate

Commissioners of the first Commission shall be designated by the legislative bodies of the constituent municipalities within twenty days after the effective date of the incorporation of this Authority. Successor alternate Commissioners shall be designated by the legislative bodies of the respective constituent municipalities before the first day of January after the election of the legislative body.

Within thirty days after the effective date of the incorporation of the Authority, the members of the first Commission shall qualify by taking the constitutional oath of office and shall meet for the purpose of organization. At such organizational meeting the Commission shall select a Chair and Vice Chair, who shall be members of the Commission, and a Secretary and a Treasurer, who need not be members of the Commission. Such officers shall serve until the organizational meeting of the following year, which shall be held annually on the first business day of January of each year, or until their respective successors shall be selected and qualify. No appointment to the Commission and no selection of an officer of the Commission shall be deemed to be invalid because it was not made within or at the time specified in these Articles.

The Commissioners shall serve without compensation except that each Commissioner shall be entitled to reimbursement for all expenditures made in carrying out official duties, including a reasonable allowance for traveling expenses.

ARTICLE VIII

In the case of temporary absence or disability of any Commissioner, the alternative Commissioner from that municipality shall act in his or her stead. In the event of a vacancy in any office of the Commission, such vacancy shall be filled by the Commission for the unexpired

term. In case of the temporary absence or disability of any officer, the Commission may appoint some person temporarily to act in his or her stead except that in the event of the temporary absence or disability of the Chair, the Vice Chair shall so act.

ARTICLE IX

Meetings of the Commission shall be held at such time and place as shall be prescribed by resolution of the Commission. Special meetings of the Commission may be called by the Chair or any two Commissioners, by serving written notice of the time, place and purpose thereof, upon each Commissioner, personally, or by leaving it at his or her place of residence, at least twenty-four hours prior to the time of such meeting, or by depositing the same in a United States Post Office or mail box within the geographic limits of the Authority, at least seventy-two hours prior to the time of such meeting, enclosed in a sealed envelope properly addressed to him or her at his or her home or office address, with postage fully prepaid. Special meetings of the Commission at which all members are present, or which all absent members receive notice, shall be deemed to be valid even though no written notice thereof may be given as above specified. A majority of the Commission, (five members) shall be required for a quorum. The Commission shall act by motion, resolution or ordinance. For the passage of any resolution or ordinance providing for services to non-constituent municipalities, the issuance of bonds, the execution of any contract wherein contractual payments are to be pledged as security for bonds, or the amendment of these Articles, or the approval of any contract for construction or repair which exceeds Five Hundred Thousand Dollars (\$500,000.00), there shall be required a favorable vote of all eight Commissioners. For all other matters a vote of a majority of the

Commissioners present shall be sufficient for passage. The Commission shall have the right to adopt rules and by-laws governing its procedure which are not in conflict with the terms of any statute or of these Articles. The Commission shall keep a journal of its proceedings, which are not in conflict with the terms of any statute or of these Articles. The Commission shall keep a journal of its proceedings, which shall be signed by the Chair. All votes shall be "yeas" and "nays", except that where the vote is unanimous it shall only be necessary to so state. Each member shall be required to vote on all matters unless he or she shall be disqualified therefrom. No member may vote on any matter in which he or she has a personal interest.

ARTICLE X

The Chair of the Commission shall be the presiding officer thereof. Except as herein otherwise provided, he or she shall not have any executive or administrative functions other than as a member of said Commission. In the absence or disability of the Chair, the Vice Chair shall perform the duties of the Chair. The Secretary shall be the recording officer of the Commission. The Treasurer shall be custodian of the funds of the Authority and shall give to it a bond conditioned upon the faithful performance of the duties of his office. The cost of said bond shall be paid by the Authority. All monies shall be deposited in a bank or banks, to be designated by the Commission, and all checks or other forms of withdrawal therefrom shall be signed by the Treasurer and one other officer of the Authority. The officers of the Commission shall have such other powers and duties as may be conferred upon them by the Commission.

The Commission shall prepare, adopt, and submit to the legislative bodies of the constituent municipalities an annual budget covering the

proposed expenditures to be made for the organizing and operation of such Authority, and for the next fiscal year beginning January 1st, such budget to be submitted on or before December 1st of the preceding year.

ARTICLE XI

The Authority shall possess all the powers necessary to carry out the purposes thereof and those incident thereto. It may acquire private property by purchase, construction, lease, gift, devise or condemnation, either within or without its corporate limits, and may hold, manage, control, sell, exchange or lease such property. For the purpose of condemnation it may proceed under the provisions of Act 149, Public Acts of Michigan, 1911, as now or hereafter amended, or any other appropriate statute.

ARTICLE XII

The Authority and its constituent municipalities may enter into a contract or contracts providing for the acquisition, purchase, construction, improvement, enlargement, extension, operation and financing of a sewage disposal system, a solid waste management system, and/or a water supply system, as authorized and provided in Act 233, Public Acts of Michigan, 1955, as amended. The Authority may enter into contracts with any non-constituent municipality, as authorized and provided in said Act, for the furnishing of sewer, solid waste, or water service from any facilities owned or operated by the Authority, which contract shall provide for reasonable charges or rates for such service furnished. No contracts shall be for a period exceeding forty years.

ARTICLE XIII

For the purpose of obtaining funds for the acquisition, construction, improving, enlarging or extending of a sewage disposal system,

solid waste management system, and/or a water supply system, the Authority may, upon ordinance or resolution duly adopted by it, issue its negotiable bonds, secured by the contractual full faith and credit pledges of each contracting municipality, in accordance with and subject to the provisions of Act 233, Public Acts of Michigan, 1955, as amended.

ARTICLE XIV

The Authority may issue self-liquidating revenue bonds in accordance with the provisions of Act 94, Public Acts of Michigan, 1933, as amended, being Sections 141.101 to 141.139, inclusive, of the Compiled Laws of 1948, or any other act providing for the issuance of revenue bonds, which bonds shall be payable solely from the revenues of the sewage disposal, solid waste management, and/or water supply system. The charges specified in any contract or contracts securing said bonds shall be subject to increase by the Authority at any time if necessary in order to provide funds to meet its obligations. Any contract authorized herein shall be for a period of not exceeding forty years.

ARTICLE XV

The Authority may employ such personnel and employees as it may consider desirable, and may retain from time to time the services of attorneys and engineers, and fix the compensation therefor.

ARTICLE XVI

The Authority shall cause an annual audit to be made of its financial transactions by a certified public accountant and shall furnish at least seven copies thereof to each constituent municipality.

ARTICLE XVII

These Articles shall be published once in The Associated News-The Romulus Roman, Huron Valley News Herald, The News Herald, and the Belleville

Enterprise, which newspapers have general circulation within the limits of the Authority. One printed copy of such Articles of Incorporation, certified as a true copy thereof, with the date and place of publication shall be filed with both the Secretary of State and the County Clerk of the County of Wayne within thirty days after the execution thereof has been completed.

William J. DeBiasi, is hereby designated as the person to cause these Articles to be published, certified and filed as aforesaid. In the event he shall be unable to act or shall neglect to act, then Charles E. Wycoff shall act in his stead.

ARTICLE XVIII

This Authority shall become effective upon the filing of certified copies of these Articles, as provided in the preceding Article.

ARTICLE XIX

These Articles of Incorporation may be amended at any time so as to permit any other municipality to become a constituent municipality of this Authority, if such amendment to and the Articles of Incorporation are adopted by the legislative body of such other municipality, and if such amendment is adopted by the legislative body of each constituent municipality of which the authority is composed. Other amendments may be made to these Articles of Incorporation at any time if adopted by the legislative body of each constituent municipality of which the Authority is composed. Any such amendment shall be endorsed, published, and certified, and printed copies thereof filed in the same manner as the original Articles of Incorporation, except that the filed and printed copies shall be certified by the recording officer of the Authority.

These Articles have been adopted by the several incorporating municipalities, as hereinafter set forth in the following endorsements, and in witness whereof the Mayor and Clerk in the respective Cities, the Supervisor and Clerk in the respective Townships, and the President and Clerk in the Village have endorsed thereon the statement of such adoption.

The foregoing Articles of Incorporation were adopted by the City Council of the City of Gibraltar, Wayne County, Michigan at a regular meeting duly held on the 8th day of February, 1988.

THE CITY OF GIBRALTAR

By: Scott L. Dennis
Mayor

By: Mary W. Beck
City Clerk

The foregoing Articles of Incorporation were adopted by the City Council of the City of Flat Rock, Wayne County, Michigan at a regular meeting duly held on the 17th day of October, 1988.

THE CITY OF FLAT ROCK

By: Richard C. Jones
Mayor

By: Harrison F. Krzycki
City Clerk

The foregoing Articles of Incorporation were adopted by the City Council of the City of Woodhaven, Wayne County, Michigan at a regular meeting duly held on the 18th day of October, 1988.

THE CITY OF WOODHAVEN

By: James L. Lambert
Mayor

By: Karen M. Mayo
City Clerk

The foregoing Articles of Incorporation were adopted by the Township Board of the Charter Township of Brownstown, Wayne County, Michigan at a regular meeting duly held on the 7th day of March, 1988.

THE CHARTER TOWNSHIP OF BROWNSTOWN

By: Shoche A. Stramp
Supervisor

By: Patricia J. Gave
Township Clerk

The foregoing Articles of Incorporation were adopted by the Township Board of the Charter Township of Huron, Wayne County, Michigan at a regular meeting duly held on the 16th day of November, 1988.

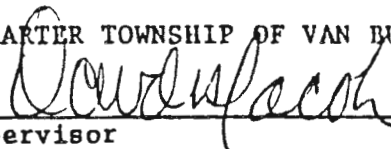
THE CHARTER TOWNSHIP OF HURON

By: Christine J. Gamber
Supervisor

By: Vicki S. Lyons
Township Clerk

The foregoing Articles of Incorporation were adopted by the Township Board of the Charter Township of Van Buren, Wayne County, Michigan at a regular meeting duly held on the 4th day of October, 1988.

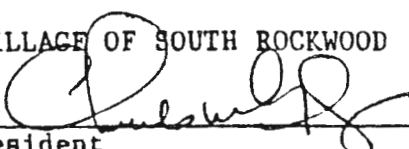
THE CHARTER TOWNSHIP OF VAN BUREN

By: 
Supervisor

By: Cheryl R. Jain
Township Clerk

The foregoing Articles of Incorporation were adopted by the Village Council of the Village of South Rockwood, Monroe County, Michigan at a regular meeting duly held on the 17TH day of OCTOBER, 1988.

THE VILLAGE OF SOUTH ROCKWOOD

By: 
President

By: Joseph C. Sterling
Village Clerk

The foregoing Articles of Incorporation were adopted by the City Council of the City of Romulus, Wayne County, Michigan, at a regular meeting duly held on the 25th day of April, 1988.

THE CITY OF ROMULUS

By: *James R. Dually*
Mayor

By: *Linda S. Choate*
City Clerk

**FIRST AMENDMENT TO
THE ARTICLES OF INCORPORATION
OF THE SOUTH HURON VALLEY UTILITY AUTHORITY**

WHEREAS, the South Huron Valley Utility Authority was created by the following communities on December 28, 1988 to wit: The City of Romulus, The City of Gibraltar, The City of Flat Rock, The City of Woodhaven, The Charter Township of Brownstown, The Charter Township of Huron, The Charter Township of Van Buren and the Village of South Rockwood.

WHEREAS, the member communities are desirous of amending Article VII of the Articles of Incorporation, so as to provided greater flexibility in the operation and management of the Authority,

NOW THEREFORE BE IT RESOLVED that Article VII of the Articles of Incorporation of the South Huron Valley Utility Authority be and is hereby amended to provide as follows:

REVISED ARTICLE VII

The governing body of the Authority shall be a Commission of eight members, one from each constituent municipality. The Commissioners shall be appointed by each municipality in accordance with its respective Charter, Statutory or Ordinance procedure governing the appointment of representatives. Each municipality shall also designate an alternate representative who shall exercise all powers of that municipality's Commissioner in his or her absence or disability. Each Commissioner shall qualify by taking the constitutional oath of office and filing it with his or her respective City, Township or Village Clerk. The alternate commissioners of the first Commission shall be designated by the legislative bodies of the constituent municipalities within twenty days after the effective date of the incorporation of this Authority. Successor alternate Commissioners shall be designated by the legislative bodies of the respective constituent municipalities before the first day of January after the election of the legislative body.

Within thirty days after the effective date of the incorporation of the

Authority, the members of the first Commission shall qualify by taking the constitutional oath of office and shall meet for the purpose of organization. At such organizational meeting the Commission shall select a Chair and Vice Chair, who shall be members of the Commission, and a Secretary and a Treasurer, who need not be members of the Commission. Such officers shall serve until the organizational meeting of the following year, which shall be held annually on the first business day of January of each year, or until their respective successors shall be selected and qualify. No appointment to the Commission and no selection of an officer of the Commission shall be deemed to be invalid because it was not made within or at the time specified in these Articles.

The Commissioners shall serve without compensation except that each Commissioner shall be entitled to reimbursement for all expenditures made in carrying out official duties, including a reasonable allowance for traveling expenses.

BE IT FURTHER RESOLVED that this First Amendment shall become effective upon the filing of Certified Copies of said Amendment with the Secretary of State of the State of Michigan, and the County Clerk of the County of Wayne within sixty (60) days after the execution thereof has been completed.

BE IT FURTHER RESOLVED that this First Amendment shall be published once in the Associated News, The Romulus Roman, The Huron Valley News Herald, The News Herald, The Belleville Enterprise and the Monroe Evening News, which newspapers have general circulation within the limits of the Authority. One printed copy, certified as a true copy, thereof, with the date of publication shall be filed with both the Secretary of State of the State of Michigan, and the County Clerk of the County of Wayne within sixty (60) days after publication has been completed.

This First Amendment of the Articles of Incorporation adopted by the several constituent municipalities, as hereinafter set forth in the following endorsements and in witness whereof the Mayor and Clerk in the respective Cities, the Supervisor and

Clerk for the respective Townships, and the President and Clerk in the Village have endorsed thereon the statement of such adoption.

The foregoing First Amendment of the Articles of Incorporation were adopted by the City Council of the City of Gibraltar, Wayne County, Michigan at a regular meeting duly held on the 22nd day of July, 1996.

THE CITY OF GIBRALTAR

By: Scott L. Denison
Mayor

By: Cynthia Ward
City Clerk

The foregoing First Amendment of the Articles of Incorporation were adopted by the City Council of the City of Flat Rock, Wayne County, Michigan at a regular meeting duly held on the 5th day of October, 1998

THE CITY OF FLAT ROCK

By: Richard C. Jones
Mayor

By: Dennis R. Mowbry
City Clerk

The foregoing First Amendment of the Articles of Incorporation were adopted by the City Council of the City of Woodhaven, Wayne County, Michigan at a regular meeting duly held on the 28th day of July, 1998.

THE CITY OF WOODHAVEN

By: Richard M. Truskowski
Mayor

By: Sheryl L. McGlynn
City Clerk

The foregoing First Amendment of the Articles of Incorporation were adopted by the Township Board of the Charter Township of Brownstown, Wayne County, Michigan at a regular meeting duly held on the 3rd day of August, 1996.

THE CHARTER TOWNSHIP OF BROWNSTOWN

By: W. C. Boller
Supervisor

By: Linda L. Smith
Township Clerk

The foregoing First Amendment of the Articles of Incorporation were adopted by the Township Board of the Charter Township of Huron, Wayne County, Michigan at a regular meeting duly held on the 28th day of August, 1996.

THE CHARTER TOWNSHIP OF HURON

By: Christine J. Gamber
Supervisor

By: Vicki L. Lyon
Township Clerk

AW OFFICES
& ASSOCIATES, P.C.
25 EUREKA ROAD
1 48180-5154

113) 946-7430

The foregoing First Amendment of the Articles of Incorporation were adopted by the Township Board of the Charter Township of Van Buren, Wayne County, Michigan at a regular meeting duly held on the 24th day of July, 1996.

THE CHARTER TOWNSHIP OF VAN BUREN

By: David Jacokes
Supervisor

By: Cindy C. King
Township Clerk

The foregoing First Amendment of the Articles of Incorporation were adopted by the Village Council of the Village of South Rockwood, Monroe County, Michigan at a regular meeting duly held on the 5th day of August, 1996.

THE VILLAGE OF SOUTH ROCKWOOD

By: Clive Forrest
President

By: Willene Harold
Village Clerk

The foregoing First Amendment of the Articles of Incorporation were adopted by the City Council of the City of Romulus, Wayne County, Michigan at a regular meeting duly held on the 12th day of August, 1996.

THE CITY OF ROMULUS

By: William M. Oakley
Mayor

By: Linda Choate
City Clerk

**SECOND AMENDMENT TO
THE ARTICLES OF INCORPORATION
OF THE SOUTH HURON VALLEY UTILITY AUTHORITY**

WHEREAS, the South Huron Valley Utility Authority was created by the following communities on December 28, 1988 to wit: the City of Gibraltar, the City of Flat Rock, the City of Woodhaven, the Charter Township of Brownstown, the Charter Township of Huron, the Charter Township of Van Buren, the Village of South Rockwood, and the City of Romulus.

WHEREAS, the member communities are desirous of amending Articles II, VII, and IX to designate the City of Romulus as a "Non-Constituent Municipality;" and

WHEREAS, the Articles of Incorporation include a provision in Article VII which establishes the governing body for the System as a Commission consisting of representatives of the eight constituent municipalities; and

WHEREAS, the Articles of Incorporation include a provision in Article XII allowing the Authority to enter into contracts with any non-constituent municipality for the furnishing of sewer service; and

WHEREAS, the Articles of Incorporation include a provision in Article XIX whereby the Articles of Incorporation may be amended with the approval of the legislative body of each constituent municipality; and

WHEREAS, the City of Romulus is authorized to utilize a portion of the System to convey wastewater up to a specified flow rate to a downstream point where an equivalent flow quantity is then required to be removed from the System for conveyance to a treatment facility other than the South Huron Valley wastewater treatment plant; and

FILED WITH SECRETARY OF STATE

ON 6/3/11 AT _____

**SECOND AMENDMENT TO
THE ARTICLES OF INCORPORATION
OF THE SOUTH HURON VALLEY UTILITY AUTHORITY**

FILED
CATHY M. GARRETT
WAYNE COUNTY CLERK
2011 MAR 22 P 1:29

WHEREAS, the South Huron Valley Utility Authority was created by the following communities on December 28, 1988 to wit: the City of Gibraltar, the City of Flat Rock, the City of Woodhaven, the Charter Township of Brownstown, the Charter Township of Huron, the Charter Township of Van Buren, the Village of South Rockwood, and the City of Romulus.

WHEREAS, the member communities are desirous of amending Articles II, VII, and IX to designate the City of Romulus as a "Non-Constituent Municipality;" and

WHEREAS, the Articles of Incorporation include a provision in Article VII which establishes the governing body for the System as a Commission consisting of representatives of the eight constituent municipalities; and

WHEREAS, the Articles of Incorporation include a provision in Article XII allowing the Authority to enter into contracts with any non-constituent municipality for the furnishing of sewer service; and

WHEREAS, the Articles of Incorporation include a provision in Article XIX whereby the Articles of Incorporation may be amended with the approval of the legislative body of each constituent municipality; and

WHEREAS, the City of Romulus is authorized to utilize a portion of the System to convey wastewater up to a specified flow rate to a downstream point where an equivalent flow quantity is then required to be removed from the System for conveyance to a treatment facility other than the South Huron Valley wastewater treatment plant; and

WHEREAS, the City of Romulus receives no service for treatment of its wastewater at the South Huron Valley wastewater treatment plant, nor has the City of Romulus purchased any capacity in the South Huron Valley wastewater treatment plant; and

WHEREAS, the other seven constituent municipalities which comprise the South Huron Valley Utility Authority wish to amend the Articles of Incorporation pursuant to Section XIX to designate the City of Romulus as a "Non-Constituent Municipality" pursuant to Article XII in recognition of the limited service provided to Romulus and to facilitate governance of the System since certain actions taken by the Authority pursuant to Article IX require unanimous agreement from all constituent municipalities; and

WHEREAS, the South Huron Valley Utility Authority has prepared and is adopting a new Service Agreement which will consolidate all prior contracts and agreements into a single comprehensive document which, when placed into effect, will provide the basis for management and operation of the System in the future; and

WHEREAS, that new Service Agreement includes a provision preserving and maintaining Romulus' existing rights to use the System for wastewater conveyance pursuant to this "Non-Constituent Municipality" Agreement between the Authority and the City of Romulus; and

WHEREAS, the Authority and Romulus agree that it is in their mutual best interest to amend the Articles of Incorporation and to enter into a "Non-Constituent Municipality" Agreement.

NOW THEREFORE BE IT RESOLVED that pursuant to Article XIX of the Articles of Incorporation of the South Huron Valley Utility Authority and Sections 2 and

6 of Act 233, Public Acts of Michigan, 1955, as amended, Articles II, VII, and IX of the Articles of Incorporation are hereby amended as follows:

REVISED ARTICLE II

The names of the municipal corporations comprising this Authority are: The City of Gibraltar, The City of Flat Rock, The City of Woodhaven, The Charter Township of Brownstown, The Charter Township of Huron, The Charter Township of Van Buren, and The Village of South Rockwood, which are hereby designated as constituent municipalities.

REVISED ARTICLE VII

The governing body of the Authority shall be a Commission of seven members, which shall be made up of the Mayors, Supervisors, and Village President of each constituent municipality or his or her designee. Each constituent municipality shall also designate an alternative Commissioner, who shall exercise all powers of that municipality's Commissioner in his or her absence or disability. Commissioners must either be an elected official or an employee of the municipality they represent. Each Commissioners shall qualify by taking the constitutional oath of office and filing it with his or her respective, City, Township, or Village Clerk.

The designation of Commissioners and alternate Commissioners shall be updated by the legislative bodies of the constituent municipalities annually prior to the first Commission meeting each year. The Commission shall select a Chair and Vice Chair, who shall be members of the Commission. The Commission may, at its discretion, consolidate the responsibility of the Secretary and Treasurer and appoint a single officer to serve in this capacity.

Such officers shall be selected annually on the first meeting of the Authority Commission each year, and shall serve until their respective successors shall be selected and qualify. No appointment to the Commission and no selection of an officer of the Commission shall be deemed to be invalid because it was not made within or at the time specified in these Articles.

The Commissioners shall serve without compensation except that each Commissioner shall be entitled to reimbursement for all expenditures made in carrying out official duties, including a reasonable allowance for traveling expenses.

REVISED ARTICLE IX

Meetings of the Commission shall be held at such time and place as shall be prescribed by resolution of the Commission. Special meetings of the Commission may be called by the Chair or any two Commissioners, by serving written notice of the time, place, and purpose thereof, upon each Commissioner, personally, or by leaving it at his or her place of residence, at least twenty-four hours prior to the time of such meeting, or by depositing the same in a United States Post Office or mailbox within the geographic limits of the Authority, at least seventy-two hours prior to the time of such meeting, enclosed in a sealed envelope properly addressed to him or her at his or her home or office address, with postage fully prepaid.

Special meetings of the Commission at which all members are present, or which all absent members receive notice, shall be deemed to be valid even though no written notice thereof may be given as above specified. Five members of the Commission shall be required for a quorum. The Commission shall act by motion, resolution, or ordinance. For the passage of any resolution or ordinance providing for services to non-constituent

municipalities, the issuance of bonds, the execution of any contract wherein contractual payments are to be pledged as security for bonds, or the amendment of these Articles, or the approval of any contract for construction or repair which exceeds Five Hundred Thousand (\$500,000.00) Dollars, there shall be required a favorable vote of all seven Commissioners.

For all other matters, a vote of a majority of the Commissioners present shall be sufficient for passage. The Commission shall have the right to adopt rules and by-laws governing its procedure which are not in conflict with the terms of any statute or of these Articles. The Commission shall keep a journal of its proceedings, which shall be signed by the Chair. All votes shall be "0s" or "nays," except that, where the vote is unanimous, it shall only be necessary to so state. Each member shall be required to vote on all matters unless he or she shall be disqualified therefrom. No member may vote on any matter in which he or she has a personal interest.

BE IT FUTHER RESOLVED that pursuant to Article XIX, this amendment shall be endorsed, published, and certified, and printed copies thereof filed in the same manner as the original Articles of Incorporation, except that the filed and printed copies shall be certified by the recording officer of the Authority.

BE IT FURTHER RESOLVED that this Second Amendment shall become effective upon the filing of Certified Copies of said Amendment with the Secretary of State of the State of Michigan, and the County Clerk of the County of Wayne within sixty (60) days after the execution thereof has been completed.

BE IT FURTHER RESOLVED that this Second Amendment shall be published once in the Associated News, The Romulus Roman, The Huron Valley News Herald, The

News Herald, The Belleville Enterprise, and the Monroe Evening News, which newspaper have general circulation within the limits of the Authority. One printed copy, certified as a true copy, thereof, with the date of publication shall be filed with both the Secretary of State of the State of Michigan, and the County Clerk of the County of Wayne within sixty (60) days after publication has been completed.

The Second Amendment of the Articles of Incorporation has been adopted by the several constituent municipalities, as hereinafter set forth in the following endorsements, and in witness whereof the Mayor and Clerk in the respective Cities, the Supervisor and Clerk in the respective Townships, and the President and Clerk in the Village have endorsed thereon the statement of such adoption.

The foregoing Second Amendment of the Articles of Incorporation was adopted by the City Council of the City of Gibraltar, Wayne County, Michigan at a regular meeting duly held on the 28th day of July, 2008.

THE CITY OF GIBRLATAR

By Jim Beaubien
Mayor

By Cynthia Ward
City Clerk

The foregoing Second Amendment of the Articles of Incorporation was adopted by the City Council of the City of Flat Rock, Wayne County, Michigan at a regular meeting duly held on the 22nd day of July, 2008.

THE CITY OF FLAT ROCK

By Richard C. Jones
Mayor

By Lorene Butski
City Clerk

The foregoing Second Amendment of the Articles of Incorporation was adopted by the City Council of the City of Woodhaven, Wayne County, Michigan at a regular meeting duly held on the 5th day of August, 2008.

THE CITY OF WOODHAVEN

By Karen M. Mazo
Mayor

By Sheryl L. McGlynn
City Clerk

The foregoing Second Amendment of the Articles of Incorporation was adopted by the Township Board of the Charter Township of Brownstown, Wayne County, Michigan at a regular meeting duly held on the 21st day of July, 2008.

THE CHARTER TOWNSHIP OF
BROWNSTOWN

By Arthur F. Wright
Supervisor

By Sherry A. Bereez-Burton
Township Clerk

The foregoing Second Amendment of the Articles of Incorporation was adopted by the Township Board of the Charter Township of Huron, Wayne County, Michigan at a regular meeting duly held on the 24th day of September, 2010.

THE CHARTER TOWNSHIP OF HURON

By Elke Doom
Supervisor

By Deborah A. Bowman
Township Clerk

The foregoing Second Amendment of the Articles of Incorporation was adopted by the Township Board of the Charter Township of Van Buren, Wayne County, Michigan at a regular meeting duly held on the 19th day of August, 2008.

THE CHARTER TOWNSHIP OF
VAN BUREN

By Cindy King
Supervisor

By Joannie D. Payne
Township Clerk

The foregoing Second Amendment of the Articles of Incorporation was adopted by the Village Council of the Village of South Rockwood, Wayne County, Michigan at a regular meeting duly held on the 2nd day of September, 2008.

THE VILLAGE OF SOUTH ROCKWOOD

By John Beaudrie
President

By Willene Harold
Village Clerk

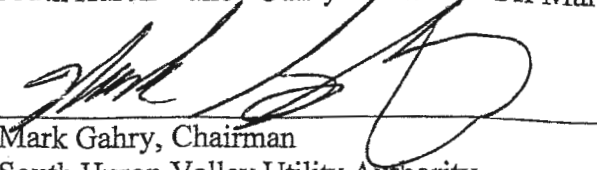
The foregoing Second Amendment of the Articles of Incorporation was adopted by the City Council of the City of Romulus, Wayne County, Michigan at a regular meeting duly held on the 3rd day of January, 2011.

THE CITY OF ROMULUS

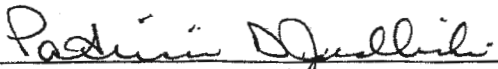
By Alan R. Lambert
Mayor

By Ellen Craig-Bragg
City Clerk

I hereby certify that the above Second Amendment to the Articles of Incorporation was approved and adopted by the South Huron Valley Utility Authority on March 16, 2011.


Mark Gahry, Chairman
South Huron Valley Utility Authority

Subscribed and sworn to before me
this 16th day of **March, 2011.**


Patricia D. Jedlicki, Notary Public
Wayne County, State of Michigan
My Commission Expires:

PATRICIA D. JEDLICKI
Notary Public, State of Michigan
County of Wayne
My Commission Expires Apr. 22, 2011
Acting in the County of Wayne

ATTACHMENT 6

RULES AND BY LAWS OF THE
SOUTH HURON VALLEY UTILITY AUTHORITY

PREAMBLE:

WHEREAS, on or about Sept. 16, 1992, the South Huron Valley Utility Authority, was established pursuant to Act 233 of the P.A. of 1955, as amended, by the following communities, to wit: the City of Gibraltar, the City of Flat Rock, the City of Romulus, the City of Woodhaven, the Charter Township of Brownstown, the Charter Township of Huron, the Charter Township of Van Buren and the Village of South Rockwood; and

WHEREAS, the Authority was established for the primary purpose of operating the Sanitary Sewage Treatment Facility which presently serves these communities or portions thereof; and

WHEREAS, the County of Wayne, through its Department of Public Services presently operates said facility on behalf of the municipalities; and

WHEREAS, the Authority desires to assume ownership and control of said sewage system; and

WHEREAS, prior to acquiring said system, it is desirable that the Authority establish rules for the purpose of operating the system; and

WHEREAS, Article IX of the Articles of Incorporation of the Authority provides for the adoption of Rules and By Laws of the Authority.

NOW THEREFORE, BE IT RESOLVED, pursuant to Article IX of the Articles of Incorporation, the following shall constitute the Rules and By Laws of the Authority.

(1) THE COMMISSION SHALL PERFORM THE FOLLOWING

ADMINISTRATIVE FUNCTIONS:

(a) Provide administrative services where necessary to operate and administer the said public sewer system, which shall include the hiring of necessary personnel and staff, and provide for the training, employment, replacement, removal, compensation and fringe benefits thereof.

(b) Contract for any professional or other services needed to fulfill its duties and responsibilities.

(c) Maintain books of account and proper accounting records of all funds received and disbursed with proportionate allocation of income and costs to each participating municipality in accordance with the guidelines herein contained and to submit to each participating municipality an accounting report of receipts and disbursements and the status of each such municipality's account with the Authority not less frequently than quarterly.

(d) Open and administer bank accounts for the receipt and disbursement of funds paid to it by the participating municipalities pursuant to budget allocations hereinafter described.

(e) Prepare an annual budget for the anticipated cost of its operation with proportionate allocation of expenses and the funding of the same by each such municipality covering the succeeding calendar year, January 1, to December 31 in accordance with the guidelines herein contained and to submit the same to each participating municipality for its approval on or before

November 1, of each year.

(f) Acquire and maintain equipment, tools, and supplies which are necessary to perform its functions and to provide for reserve funds for future acquisitions, repairs, maintenance and replacements of the same.

(g) Comply with all local, state, and federal laws and regulations pertaining to said sewer system and its operation and maintenance.

(h) Bond its treasurer and any person having control of any funds in such amounts as will be equivalent to the largest anticipated sum which said person or persons will have within his or her control or possession at any one time, and in accordance with Article X of the Articles of Incorporation.

(i) Obtain a facility for conducting its operations under such terms and conditions as the Commission shall approve.

(j) Adopt and maintain an operating procedures manual for the operation of the plant and facilities.

(k) Perform all obligations and duties required to be performed by the County of Wayne, State of Michigan under existing contracts with the constituent Municipalities, the Authority, or under any other contracts which might hereafter be executed.

(2) THE COMMISSION SHALL ESTABLISH FEES, CHARGES, COSTS AND THE PAYMENT THEREOF AS FOLLOWS:

(a) A rate or charge for the utilization of the system shall be established, based upon the sewage flow that each community delivers for treatment to the system. The sewage flow

shall be determined by meters installed or to be installed for this purpose. In the event of a failure of the meters or in their absence, the sewage flow shall be estimated on an equitable formula to be approved by the Commission.

In establishing the rate, the Commission shall take into consideration the cost of operation of the system, (including administrative costs) maintenance, repairs and any capital improvements required to be made by the Authority.

(b) The Commission shall be responsible for the operation, maintenance and repair of the Authority Sewerage and Sewage System.

(i) The Authority Sewerage and Sewage System shall consist of (a) the Sewage Treatment Plant, and its appurtenances; and, (b) the transmission facilities and its appurtenances as set forth in Exhibit A (identified as the map designed by Hubbell, Roth and Clark, Inc. Consulting Engineers for Wayne County Department of Public Services).

(ii) The constituent communities shall be primarily responsible for the repairs and maintenance of the local facilities as set forth in Exhibit A.

(iii) For the purposes of these By Laws AUTHORITY FACILITIES shall be defined as those facilities which are designed for and used by more than one community and/or is not located entirely in one community.

LOCAL FACILITIES are defined as those facilities which are designed for and used by one community and located entirely

within that community.

(c) Any capital improvements to the system, including expansion of the plant shall be the primary responsibility of the Authority. The cost thereof and the method of payment shall be determined by the Authority, but to the extent possible shall be paid out of the revenues of the system.

(d) The commission shall also provide for appropriate sanctions in the event any community exceeds its purchased capacity.

Miscellaneous:

(1) Each constituent community shall:

(a) Pay to the Authority all sums allocated by the Authority to be paid by the participating Municipality under the terms hereof monthly and establish adequate rates and charges for sewer service within such Municipality to the extent such Municipality determines to be economically feasible, to satisfy such obligation.

(b) Pass all ordinances and regulations necessary for the property and efficient operation of the system and necessary to enforce collection of the rates or charges and millages from all residents and property owners within the particular Municipality serviced by the public sanitary sewer system therein and to promptly transmit copies thereof to all participating Municipalities and to the Authority after the adoption of the same.

(2) The Commission shall make provision for the

reimbursement of any surplus monies derived by the Authority from the participating Municipalities after payment of all require. expenses, including needed reserve accounts, to the participating Municipalities in the same ratio as the same have been collected from said participating Municipalities except for special receipts such as special assessments, which are not apportionable to any participating Municipality other than the municipality from which the same was collected.

(3) The Authority shall maintain adequate insurance coverage on all equipment and property of the Authority and against any loss or damages resulting from the negligent operation the cost thereof to be included in the annual budget.

(4) The Authority shall be responsible for application for any state or federal aid for the construction, support maintenance and operation of the public sanitary sewer system on either its own behalf or as agent for a participating Municipality or Municipalities.

(5) The Authority shall be audited annually by an independent auditor who shall prepare a written report of the audit and submit the same to the Authority and all participating Municipalities.

(6) These rules and by laws are deemed to be supplemental and in addition to the Articles of Incorporation, and in the event of a conflict, the Articles of Incorporation shall prevail.

(7) These Rules may be modified from time to time by a

favorable vote of 2/3rds of the entire Commission. Provided further, these Rules shall not be amended at the same meeting in which the proposed amendment is introduced, nor in a subsequent meeting which is called less than 30 days from the said meeting, unless this provision is waived by all constituent communities.

Robert A. Jones

Phoebe A. Stomp
PHOEBE A. STROMP, Chairperson

Judith A. Nauane

I, _____,
_____, of the _____, Wayne County,
Michigan, do hereby certify that the foregoing is a true copy of
the Rules and By Laws of the South Huron Valley Utility Authority
adopted by the _____, at a _____
meeting on _____, 1992.

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EXHIBIT P DISPUTE RESOLUTION PROCEDURE

Introduction/Purpose

The member communities of the South Huron Valley Utility Authority (“SHVUA” or “the Authority”) agree that it is in their collective best interest to establish a dispute resolution procedure to allow for faster resolution of problems, reduced expenses for attorneys, fees and costs, and improved working relationships among the members.

Applicability

The procedures outlined in this document may be utilized in the event that a dispute arises between two or more member communities, or between the Authority and one or more member communities with respect to any and all issues, provided that all parties to the dispute mutually agree on the use of these procedures.

For purposes of this procedure, the term “System” refers to the wastewater facilities owned and operated by the South Huron Valley Utility Authority, including the wastewater treatment plant structures, equalization basin, land, outfall and equipment; the interceptor system; the flow meters and ancillary equipment; and the Trenton Arm and Odette Pump Stations.

This Dispute Resolution procedure does not apply to disputes arising between two or more member communities which do not involve the Authority, the System or its Board.

Procedures

The Dispute Resolution Procedure shall occur in various steps as set forth below.

- **STEP 1 – Initiation/Notification**

If, in the opinion of any member community or the Authority, a dispute arises as discussed in the above Applicability paragraph, that community or the Authority shall issue written notice to all member communities initiating the dispute resolution process. The written notice shall be submitted within 45 days of a community or the Authority first having knowledge of any facts giving rise to the dispute and shall contain specific factual allegations necessary to reasonably advise of the exact nature of the dispute and the relief requested. The written notice shall be distributed by First Class Mail to each member community’s Board representative, and copies of the notice shall also be distributed at the next Authority Board meeting. If no regular Board meeting will occur within the 45 day period, the Board shall call a special meeting to attempt to resolve any issue(s) arising from the Dispute Resolution Procedure if deemed necessary by a majority vote of the Board. If the written notice is not submitted within 45 days as required herein, the member community or the Authority shall be precluded from raising the issue except upon a majority vote of the Board.

- **STEP 2 – Informal Negotiations**

Upon issuance of the written notice in Step 1, any interested party wishing to participate, including the Authority, shall, within 10 days of the written notice, first engage in good faith informal negotiations among themselves to attempt to develop a mutually acceptable resolution to the

dispute. The timeframe for conducting informal negotiations shall not exceed 45 days from the date of issuance of the written notice unless the affected parties agree to a longer informal negotiation timeframe. During the period of informal negotiations, the dispute may be referred to the technical committee or such other applicable committee to evaluate the basis of the disputed claim and, where possible, make an expedited recommendation as to a proposed resolution.

- STEP 3 – Mediation

If informal negotiations among the parties are not successful in resolving the dispute, the matter shall be referred for mediation. Mediation is defined to be a non-binding dispute resolution process in which an impartial neutral mediator facilitates negotiations among the parties in an attempt to help reach a settlement. The mediator shall be selected within ten (10) days following the conclusion of informal negotiations by the parties provided that the mediator is acceptable to the community initiating the dispute resolution process, and a majority of the other SHVUA communities. If no mutually acceptable mediator is identified, the parties may opt to terminate the dispute resolution process and pursue a resolution of the matter from the Wayne County Circuit Court or other forum of competent jurisdiction.

If the Authority is a party to the dispute, the costs for the mediator's expenses shall be paid by the Authority as an operating expense, unless it is mutually agreed that some alternative cost apportionment for the mediator's expenses is acceptable. If the dispute is between two or more Local Units, the costs for the mediator's expenses shall be paid by those Local Units, unless it is mutually agreed that some alternative cost apportionment for the mediator's expenses is acceptable. The mediator of the dispute must be "neutral" and impartial, with no conflict of interest with any party, and no financial or personal interest in the outcome of the mediation.

Any mediator appointed to resolve a dispute pursuant to this Procedure shall possess the following qualifications:

1. Possess training in matters of alternative dispute resolution, including mediation of disputes;
2. Possess knowledge and experience in wastewater treatment including the operation, maintenance, regulation, financing and oversight of a system;
3. The parties should give the greatest consideration to the knowledge and experience of the proposed mediator in the subject matter of the dispute;
4. It should also be a condition of appointment that the mediator shall not recommend a settlement the acceptance of which would require a modification of the consolidated Service Agreement of the Parties;
5. It shall also be the right of any constituent member of the South Huron Valley Utility Authority (SHVUA), whether as a Party to the dispute or not, to intervene in the proceedings as a matter of right and to be heard by the mediator. The mediator shall consider all such information in arriving at the ultimate recommendation.

Each member community and/or the Authority involved in the dispute shall designate a decision-maker to serve as its representative to participate in the mediation, and that person shall be vested with authority to negotiate on behalf of the community and/or the Authority, and to settle the dispute if possible, or, if required, recommend settlement to the governing board of the community.

Each community and/or the Authority who is party to the dispute may also be represented during the process by an attorney and/or technical consultants if it so chooses, provided that the costs of any such participation are borne solely by that community and/or the Authority. Member communities who deem they do not have a stake in the issue being disputed, or who do not wish to incur the expense of having a representative participate in the mediation, may request in writing to be excused from the mediation, and the community shall be allowed to be absent if the request is approved by a majority of the SHVUA members. Participation in the mediation shall otherwise be mandatory. The mediation shall begin within 10 days of the selection of the mediator. A period of not more than 60 days shall be used for the mediation process with the time period commencing on the date when the mediator is retained.

The dispute resolution proceedings will be governed by MCR 2.411 and MRE 408 and considered private and confidential, and any written or oral communications to the mediator will similarly be deemed to be confidential, and may not be disclosed by the mediator unless the parties and mediator agree otherwise. Documents created by the parties for use in the mediation process shall not be filed with any court or made available as evidence in any court proceeding. However, evidence or information which is otherwise admissible or subject to discovery does not become inadmissible or protected from discovery solely by reason of its disclosure to the mediator or its use in mediation.

In any proceeding subsequent to the mediation process established by this agreement, the mediator shall not testify regarding matters disclosed during the mediation process, the mediator's expressions as to how the dispute should be resolved, or the mediator's impression as to the claims or disputes advanced by a party. The mediator shall be limited to the disclosure of the following information to any third party or in any subsequent proceeding between the parties or the parties and any third persons:

1. That a mediation proceeding has taken place and may include the date, place and time.
2. The identity of the parties, the respective addresses, the name of the designated representative;
3. The date that the mediation was completed.

In any subsequent proceedings, participation in the mediation process shall not cause any restriction to be placed on the admission of evidence, either through testimony or documentary materials. The Consolidated Service Agreement and all of its attached Exhibits shall be admitted as evidence in the proceeding. This provision shall not be construed as a limitation on the limitation of other evidence properly admissible pursuant to the Michigan Rules of Evidence (MRE).

The mediation process may be terminated by the mediator at any time if the mediator determines that one or more parties is not acting in good faith, or if the mediator concludes that further dispute resolution efforts would not be useful in achieving a settlement. The mediation process will automatically terminate after 60 days from the date the mediator is retained, unless the time period is extended by agreement of the parties participating.

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

- STEP 4A – Settlement Through Mediation

If a settlement is reached, a preliminary Memorandum of Understanding will be prepared and signed or initialed before the parties separate. Therefore, either the mediator or the parties themselves will promptly and not later than ten (10) days following the execution of the Memorandum of Understanding, draft a written statement document incorporating the terms of any such settlement. This draft document will be circulated, amended as necessary, and then formally executed. It is anticipated that in some cases, formal execution of any settlement agreement may be deferred pending review and consideration of the document by the governing bodies of the member communities and/or the Authority.

- STEP 4B – No Settlement Through Mediation/Arbitration or Litigation

If resolution is not reached in the mediation process, the mediator may discuss with the parties the possibility of proceeding with voluntary binding arbitration as a supplemental form of dispute resolution in lieu of litigation. If voluntary binding arbitration is acceptable to all parties, the mediator may offer to assist in structuring a procedure to generate a prompt and economical decision; for example, by use of the Commercial Rules of the American Arbitration Association. The mediator shall not serve as arbitrator unless all parties agree.

If no settlement is reached through the mediation process, and if the parties decide not to pursue voluntary binding arbitration as discussed above, any party may then exercise its right to pursue resolution of the matter in the Wayne Circuit Court or other forum of competent jurisdiction.

RESOLUTIONS OF APPROVAL



**Regular Meeting
Minutes – December 17, 2014**

Meeting called to order by Chairman Mark Gahry at 10:00 a.m. at the Brownstown Township Hall.

Roll Call:	Brownstown – Mark Gahry	Flat Rock – Matt Sype
	Gibraltar – Jim Gorris	Huron – Bruce Wood
	S. Rockwood – Art Wenzel	Van Buren – Sharry Budd
	Woodhaven – Tim Neighbors	

Also present:	Sean Bellingham, VBT	Randy Pentiuk, Attorney
	Richard Hinshon, HEC	Trevor Hamilton, United Water
	David Carter, United Water	Mark Houle, United Water
	Gary Timmer, United Water	Stacey Reeves, Plante & Moran
	Derek Thiel, Gibraltar	Jim Hollandsworth, Hennessey Engr.
	Mark Gaworecki, Hennessey Engr.	

Agenda: As presented.

Minutes:
Motion by South Rockwood, second Huron to approve the Meeting Minutes from the November 19, 2014 Monthly Board Meeting. Motion carried unanimously.

Expenditures:
Motion by Flat Rock, second Gibraltar to approve expenditures in the amount of \$1,011,701.69 as set forth in the Board Packet. Motion carried unanimously.

United Water Comments:
Mark Houle presented the Operations Report for November, 2014. He noted that the plant was in compliance for the month and that there was only about 1.2” of rainfall recorded for the month. However, most of that rain fell on November 23 and 24, so it was necessary to send about 3.9 MG to the EQ Basin for storage during the event. About 1.2 MG of biosolids was removed in November, and sufficient space is available in the sludge storage tank to retain solids until late winter or early Spring. Synagro will be processing sludge as needed using either land application (if available) or pressing with landfill disposal as needed to manage biosolids levels through the winter.

SHVUA Meeting Minutes 12-17-14

Trevor Hamilton reported that the capital improvements at the wastewater plant have now been completed. Mark Houle noted that the newly installed stairwell in the Disinfection Building has been a major improvement for the operational staff. In response to a question from Mark Gahry, Trevor Hamilton confirmed that the \$15,432 for Interceptor Maintenance performed in November was for work on the Allen Road area.

System Manager's Report:

Dick Hinshon presented the System Manager's monthly report for November, and presented the report from Hubbell Roth & Clark to update the Board on the status of construction of the Trenton Arm Pump Rebuild Project and the WWTP Sludge Thickener Tank Renovation Project.

The repairs on Pump No 3 have been completed and start up is scheduled to occur in early January. The new solenoid valves are on-site awaiting installation by the contractor (PP&E). These valves will reduce the amount of water used to flush the valves as discussed at the November SHVUA Board Meeting.

The Sludge Tank Contractor (Cavanaugh) has completed work on refurbishing Tank #1, and the unit has been turned back over to United Water for use. Work is proceeding on Tank #2, and the project is expected to finish up in March, 2015.

Consolidated Service Agreement:

Dick Hinshon presented the "final" version of the Consolidated Service Agreement dated December 3, 2014 which includes several changes arising from the review by the Local Attorneys over the last two months. He noted that the Board Packets also include an Executive Summary explaining the intent of the new Agreement and the history of its development, as well as a bullet point summary of key items.

Flat Rock Mayor Jonathan Dropiewski reported that the Flat Rock City Council had engaged in a vigorous discussion of the draft Agreement at its December 15 Council Meeting, and the Council then voted to approve the new Agreement. Time Neighbors reported that the Woodhaven City Council has also voted to approve the new Agreement.

Several Board Members expressed appreciation to Mayor Dropiewski for his effort and leadership in this matter, and noted that the new Consolidated Service Agreement is intended to serve as a mechanism to avoid future controversy and litigation on the issues that have been problematic in the past.

Motion by Van Buren, support by Brownstown that the South Huron Valley Utility Authority approve the Consolidated Service Agreement dated December 3, 2014 and authorize the Chairman to execute the document on behalf of the Authority. Motion passed unanimously after a Roll Call vote.

The Board directed the System Manager to forward the Consolidated Service Agreement to the Communities along with a proposed Resolution of Approval prepared by the SHVUA Attorney with a request that each of the remaining five Communities similarly approve the Agreement. Mr. Hinshon indicated that he would be distributing a slightly revised version of the Resolution

SHVUA Meeting Minutes 12-17-14

of Approval with updated dates. Mr. Hinshon also indicated that Exhibit C of the Consolidated Service Agreement (the SHVUA/Huron Township Agreement on the Orphan Pipes) will be expanded to include 4 attachments that are referenced in that Agreement, but which were inadvertently omitted when the Exhibit was inserted into the document.

Attorney Comments:

Randy Pentuik complimented the Board for its diligence and commitment to the development of the Consolidated Service Agreement, and indicated that he had nothing further to report.

Proposed SHVUA Board 2015 Meeting Schedule:

Dick Hinshon presented the proposed 2015 Meeting Schedule for the SHVUA Board. The proposed schedule maintains the past practice of conducting Board Meetings on the 3rd Wednesday of each month at 10:00 AM in the Brownstown Township Hall. The Board accepted the proposed schedule and Chairman Gahry indicated he would ensure that the schedule is properly posted to satisfy the Open Meetings Act requirements.

Other Business:

Stacey reeves reported that Nick Tochman has left Plante & Moran, and Alisha Davis has been named as his replacement. Alisha will be conducting the Pre-Audit work with the Communities for Plante & Moran.

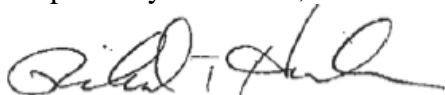
Jim Gorris reported that he had recently received an email from Doug Early at MDEQ reminding him that Gibraltar must prepare and submit its annual O & M Work Plan pursuant to the Final Order of Abatement (FOA) by January 15, 2015. Other Community Representatives indicated that they received the same email message from MDEQ. Dick Hinshon summarized the history leading up to the issuance of the FOA, and noted that the annual submittal is typically a fairly perfunctory document describing the work that has been done and the work anticipated to be undertaken in the coming year. Most Communities have the O & M Work Plan prepared by their consulting engineers as a standard part of their scope of work for the Community.

No other business matters were put forth for discussion.

Adjournment:

There being no further business to come before the Authority, motion South Rockwood, second Gibraltar to adjourn the meeting at 10:35 a.m. Motion carried unanimously.

Respectfully submitted,



Richard Hinshon
System Manager

SHVUA Meeting Minutes 12-17-14

Attachments:

- a. Expenditures for December 17, 2014
- b. United Water Monthly Operation Report for November, 2014
- c. CDM Smith monthly report on Billable Flows for November, 2014
- d. System Manager's Report for November, 2014
- e. HRC Construction Project Status Update Memo dated 12/10/14
- f. Consolidated Service Agreement dated December 3, 2014 with Executive Summary
- g. 2015 SHVUA Board Meeting Schedule

RESOLUTION 2015-04
CHARTER TOWNSHIP OF BROWNSTOWN
SOUTH HURON VALLEY UTILITY AUTHORITY
CONSOLIDATED SERVICE AGREEMENT

Whereas; The Charter Township of Brownstown (hereinafter referred to as a “Local Unit”) is a member of the South Huron Valley Utility Authority; and,

Whereas; the County of Wayne, a Michigan Charter County Corporation (hereinafter referred to as “Wayne”) entered into a contract with the Local Units in 1983 (hereinafter referred to as the “1983 Contract”) for purposes of establishing a wastewater disposal system in Wayne known as the South Huron Valley Wastewater Control System (hereinafter referred to as the “System”) to serve the Local Units; and

Whereas; the 1983 contract, as amended in 1984 (hereinafter referred to as the “1984 Contract”) and amended again in 1990 (hereinafter referred to as the “1990 Contract”) provided for, among other things, the acquisition, construction and financing of a sewage disposal system; and

Whereas; in 1988 the Local Units caused the Authority to be incorporated under and pursuant to Act No. 233, Michigan Public Acts of 1955, as amended (hereinafter sometimes referred to as “Act No. 233” or the “Act”), for the purpose of acquiring, constructing, financing, purchasing, owning, improving, enlarging, extending and operating a sewage disposal system, a solid waste management system and/or a water supply system, and further adopted Articles of Incorporation (hereinafter referred to as “Articles”) and Rules and Bylaws (hereinafter referred to as “Bylaws”) to govern the operation of the Authority; and

Whereas; in August, 1998, the Authority and Local Units entered into an Agreement (hereinafter the “August, 1998 Agreement”) related to, among other things, operation and maintenance charges; and

Whereas; in September, 1998, the Authority and Local Units entered into the South Huron Valley Wastewater Control System Contract (hereinafter the “September 1998 Contract”) related to the financing of improvements to the System; and

Whereas; in 1999, the Authority and Wayne entered into the South Huron Valley Wastewater Control System Transfer Agreement (hereinafter referred to as the “1999 Agreement”) relating to the transfer of the System from Wayne to the Authority; and

Whereas; in 2004 the Authority and certain Local Units entered into the South Huron Valley Wastewater Control System Contract (hereinafter referred to as the “2004 Contract”) related to the financing of further improvements to the System; and

Whereas; the Authority has also adopted rules and regulations applicable to users of the System (hereinafter referred to as “Rules and Regulations”) which include local discharge limitations; and

Whereas; the Authority and Local Units desire to collect, codify and merge the above referenced 1983 Contract, 1984 Contract, 1990 Contract, August 1998 Agreement, September 1998 Contract, 1999 Agreement, 2004 Contract, and the Rules and Regulations into this new Consolidated Service Agreement, to recognize various customs and practices developed and implemented by the Authority and Local Units over the years as to the System and to address other issues not referenced in the above Contracts and Agreements; and

Whereas; on December 17, 2014, the Board for the South Huron Valley Utility Authority passed a resolution in which it approved the Consolidated Service Agreement; and requested that the Local Units to adopt the Consolidated Service Agreement by companion resolutions;

Now, therefore, be it resolved; that the Charter Township of Brownstown Board of Trustees hereby adopts the South Huron Valley Utility Authority Consolidated Service Agreement, and that a true copy of this Resolution shall be forwarded to the South Huron Valley Utility Authority Board signifying its concurrence.

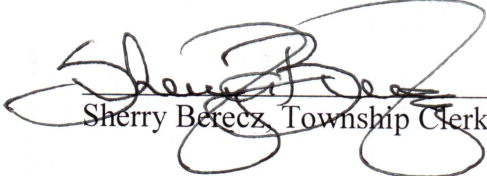
Motion by: Warren Supported by: Walters

Ayes: Supervisor Linko, Clerk Berecz, Treasurer Warren, and Trustees: Cronin, Peters, and Walters.

Nays: None

Absent: Trustee Eberth

The foregoing resolution was adopted at a duly convened regular meeting of the Charter Township of Brownstown Board of Trustees held in the Township Board Room on January 5, 2015 at 7:00 PM.


Sherry Berecz, Township Clerk



CITY OF FLAT ROCK
WAYNE COUNTY, MICHIGAN

RESOLUTION TO APPROVE SOUTH HURON VALLEY
UTILITY AUTHORITY CONSOLIDATED SERVICE AGREEMENT

At a regular meeting of the City Council of the City of Flat Rock, Wayne County, Michigan, held in the Municipal Building of said City, on the 15th day of December, 2014, at 7:30 p.m.

PRESENT: Mayor Dropiewski, Councilmembers: Beller, Bergeron, Martin, Thomas, and Wrobel

ABSENT: Councilmember Tefend
c

MOTION BY: Councilmember Martin

SUPPORTED BY: Councilmember Beller

BE IT RESOLVED that the Council of the City of Flat Rock hereby adopts the South Huron Valley Utility Authority Consolidated Service Agreement and authorizes the Mayor and Clerk to execute the Agreement as approved by the City Attorney.

AYES: Mayor Dropiewski, Councilmembers Beller, Martin, and Wrobel

NAYS: Councilmembers Bergeron and Thomas

STATE OF MICHIGAN)
)ss.
COUNTY OF WAYNE)

I, the undersigned, the duly qualified and acting City Clerk of the City of Flat Rock, Wayne County, Michigan, do hereby certify that the foregoing is a true and complete copy of proceedings taken by the City Council of the City of Flat Rock, at a regular meeting held on the 15th day of December, 2014.

IN WITNESS WHEREOF, I have hereunto set my official signature, this 19th day of December, 2014.



Meghan K. Bachman, City Clerk

CITY OF GIBRALTAR

A RESOLUTION TO APPROVE THE SOUTH HURON VALLEY UTILITY AUTHORITY CONSOLIDATED SERVICE AGREEMENT

Resolution No. 14-005

Whereas, THE City of Gibraltar (hereinafter referred to as a "Local Unit") is a member of the South Huron Valley Utility Authority; and,

Whereas, the County of Wayne, a Michigan Charter County Corporation (hereinafter referred to as "Wayne") entered into a contract with the Local Units in 1983 (hereinafter referred to as the "1983 Contract") for purposes of establishing a wastewater disposal system in Wayne known as the South Huron Valley Wastewater Control System (hereinafter referred to as the "System") to serve the Local Units; and

Whereas, the 1983 contract, as amended in 1984 (hereinafter referred to as the "1984 Contract") and amended again in 1990 (hereinafter referred to as the "1990 Contract") provided for, among other things, the acquisition, construction and financing of a sewage disposal system; and

Whereas, in 1988 the Local Units caused the Authority to be incorporated under and pursuant to Act No. 233, Michigan Public Acts of 1955, as amended (hereinafter sometimes referred to as "Act No. 233" or the "Act"), for the purpose of acquiring, constructing, financing, purchasing, owning, improving, enlarging, extending and operating a sewage disposal system, a solid waste management system and/or a water supply system, and further adopted Articles of Incorporation (hereinafter referred to as "Articles") and Rules and Bylaws (hereinafter referred to as "Bylaws") to govern the operation of the Authority; and

Whereas in August, 1998, the Authority and Local Units entered into an Agreement (hereinafter the "August, 1998 Agreement") related to, among other things, operation and maintenance charges; and

Whereas in September, 1998, the Authority and Local Units entered into the South Huron Valley Wastewater Control System Contract (hereinafter the "September 1998 Contract") related to the financing of improvements to the System; and

Whereas in 1999, the Authority and Wayne entered into the South Huron Valley Wastewater Control System Transfer Agreement (hereinafter referred to as the "1999 Agreement") relating to the transfer of the System from Wayne to the Authority; and

Whereas in 2004 the Authority and certain Local Units entered into the South Huron Valley Wastewater Control System Contract (hereinafter referred to as the "2004 Contract") related to the financing of further improvements to the System; and

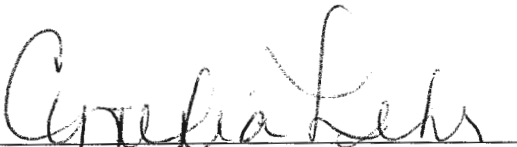
Whereas the Authority has also adopted rules and regulations applicable to users of the System (hereinafter referred to as "Rules and Regulations") which include local discharge limitations; and

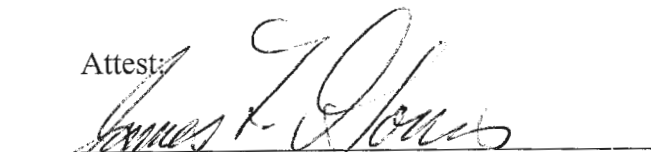
Whereas the Authority and Local Units desire to collect, codify and merge the above referenced 1983 Contract, 1984 Contract, 1990 Contract, August 1998 Agreement, September 1998 Contract, 1999 Agreement, 2004 Contract, and the Rules and Regulations into this new Consolidated Service Agreement, to recognize various customs and practices developed and implemented by the Authority and Local Units over the years as to the System and to address other issues not referenced in the above Contracts and Agreements; and

Whereas, on December 17, 2014, the Board for the South Huron Valley Utility Authority passed a resolution in which it approved the Consolidated Service Agreement; and requested that the Local Units to adopt the Consolidated Service Agreement by companion resolutions;

Now, therefore, be it resolved that the council/board of the City of Gibraltar hereby adopts the South Huron Valley Utility Authority Consolidated Service Agreement, and that a true copy of this Resolution shall be forwarded to the South Huron Valley Utility Authority Board signifying its concurrence.

The foregoing resolution was adopted at a duly convened meeting of the city council of the City of Gibraltar held on December 22, 2014.


Cynthia Lehr, City Clerk

Attest:

James F. Gorris, Mayor

STATE OF MICHIGAN
COUNTY OF WAYNE
CHARTER TOWNSHIP OF HURON

RESOLUTION NUMBER 15-01-14-01

RESOLUTION TO APPROVE THE
SOUTH HURON VALLEY UTILITY AUTHORITY
CONSOLIDATED SERVICE AGREEMENT

Whereas, the Charter Township of Huron (hereinafter referred to as a "Local Unit") is a member of the South Huron Valley Utility Authority; and,

Whereas, the County of Wayne, a Michigan Charter County Corporation (hereinafter referred to as "Wayne") entered into a contract with the Local Units in 1983 (hereinafter referred to as the "1983 Contract") for purposes of establishing a wastewater disposal system in Wayne known as the South Huron Valley Wastewater Control System (hereinafter referred to as the "System") to serve the Local Units; and

Whereas, the 1983 contract, as amended in 1984 (hereinafter referred to as the "1984 Contract") and amended again in 1990 (hereinafter referred to as the "1990 Contract") provided for, among other things, the acquisition, construction and financing of a sewage disposal system; and

Whereas, in 1988 the Local Units caused the Authority to be incorporated under and pursuant to Act No. 233, Michigan Public Acts of 1955, as amended (hereinafter sometimes referred to as "Act No. 233" or the "Act"), for the purpose of acquiring, constructing, financing, purchasing, owning, improving, enlarging, extending and operating a sewage disposal system, a solid waste management system and/or a water supply system, and further adopted Articles of Incorporation (hereinafter referred to as "Articles") and Rules and Bylaws (hereinafter referred to as "Bylaws") to govern the operation of the Authority; and

Whereas, in August 1998, the Authority and Local Units entered into an Agreement (hereinafter the "August, 1998 Agreement") related to, among other things, operation and maintenance charges; and

Whereas, in September 1998, the Authority and Local Units entered into the South Huron Valley Wastewater Control System Contract (hereinafter the "September 1998 Contract") related to the financing of improvements to the System; and

Whereas, in 1999 the Authority and Wayne entered into the South Huron Valley Wastewater Control System Transfer Agreement (hereinafter referred to as the "1999 Agreement") relating to the transfer of the System from Wayne to the Authority; and

**STATE OF MICHIGAN
COUNTY OF WAYNE
CHARTER TOWNSHIP OF HURON**

RESOLUTION NUMBER 15-01-14-01

**RESOLUTION TO APPROVE THE
SOUTH HURON VALLEY UTILITY AUTHORITY
CONSOLIDATED SERVICE AGREEMENT**

Whereas, in 2004 the Authority and certain Local Units entered into the South Huron Valley Wastewater Control System Contract (hereinafter referred to as the "2004 Contract") related to the financing of further improvements to the System; and

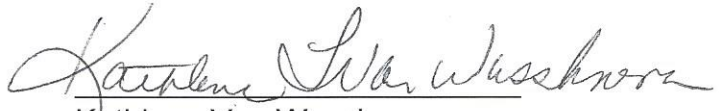
Whereas, the Authority has also adopted rules and regulations applicable to users of the System (hereinafter referred to as "Rules and Regulations") which include local discharge limitations; and

Whereas, the Authority and Local Units desire to collect, codify and merge the above referenced 1983 Contract, 1984 Contract, 1990 Contract, August 1998 Agreement, September 1998 Contract, 1999 Agreement, 2004 Contract, and the Rules and Regulations into this new Consolidated Service Agreement, to recognize various customs and practices developed and implemented by the Authority and Local Units over the years as to the System and to address other issues not referenced in the above Contracts and Agreements; and

Whereas, on December 17, 2014, the Board for the South Huron Valley Utility Authority passed a resolution in which it approved the Consolidated Service Agreement; and requested that the Local Units to adopt the Consolidated Service Agreement by companion resolutions;

Now, therefore, be it resolved, that the Board of Trustees of the Charter Township of Huron hereby adopts the South Huron Valley Utility Authority Consolidated Service Agreement, and that a true copy of this Resolution shall be forwarded to the South Huron Valley Utility Authority Board signifying its concurrence.

The foregoing resolution was adopted at a duly convened meeting of the Board of Trustees of the Charter Township of Huron held on January 14, 2015.


Kathlene Van Wasshova
Township Clerk

Whereas the Authority has also adopted rules and regulations applicable to users of the System (hereinafter referred to as "Rules and Regulations") which include local discharge limitations; and

Whereas the Authority and Local Units desire to collect, codify and merge the above referenced 1983 Contract, 1984 Contract, 1990 Contract, August 1998 Agreement, September 1998 Contract, 1999 Agreement, 2004 Contract, and the Rules and Regulations into this new Consolidated Service Agreement, to recognize various customs and practices developed and implemented by the Authority and Local Units over the years as to the System and to address other issues not referenced in the above Contracts and Agreements; and

Whereas, on December 17, 2014, the Board for the South Huron Valley Utility Authority passed a resolution in which it approved the Consolidated Service Agreement; and requested that the Local Units to adopt the Consolidated Service Agreement by companion resolutions;

Now, therefore, be it resolved that the council/board of (Municipality) South Rockwood hereby adopts the South Huron Valley Utility Authority Consolidated Service Agreement, and that a true copy of this Resolution shall be forwarded to the South Huron Valley Utility Authority Board signifying its concurrence.

The foregoing resolution was adopted at a duly convened meeting of the board/city council of (Municipality) So. Rockwood held on January 05, 2015.

Willene Harold
Clerk

Attest:

David Telley

MUNICIPALITY: Village of South Rockwood

**A RESOLUTION TO APPROVE THE
SOUTH HURON VALLEY UTILITY AUTHORITY
CONSOLIDATED SERVICE AGREEMENT**

(Municipal) Resolution No. 15-001

Whereas, (Municipality) Village of S. Rockwood (hereinafter referred to as a "Local Unit") is a member of the South Huron Valley Utility Authority; and,

Whereas, the County of Wayne, a Michigan Charter County Corporation (hereinafter referred to as "Wayne") entered into a contract with the Local Units in 1983 (hereinafter referred to as the "1983 Contract") for purposes of establishing a wastewater disposal system in Wayne known as the South Huron Valley Wastewater Control System (hereinafter referred to as the "System") to serve the Local Units; and

Whereas, the 1983 contract, as amended in 1984 (hereinafter referred to as the "1984 Contract") and amended again in 1990 (hereinafter referred to as the "1990 Contract") provided for, among other things, the acquisition, construction and financing of a sewage disposal system; and

Whereas, in 1988 the Local Units caused the Authority to be incorporated under and pursuant to Act No. 233, Michigan Public Acts of 1955, as amended (hereinafter sometimes referred to as "Act No. 233" or the "Act"), for the purpose of acquiring, constructing, financing, purchasing, owning, improving, enlarging, extending and operating a sewage disposal system, a solid waste management system and/or a water supply system, and further adopted Articles of Incorporation (hereinafter referred to as "Articles") and Rules and Bylaws (hereinafter referred to as "Bylaws") to govern the operation of the Authority; and

Whereas in August, 1998, the Authority and Local Units entered into an Agreement (hereinafter the "August, 1998 Agreement") related to, among other things, operation and maintenance charges; and

Whereas in September, 1998, the Authority and Local Units entered into the South Huron Valley Wastewater Control System Contract (hereinafter the "September 1998 Contract") related to the financing of improvements to the System; and

Whereas in 1999, the Authority and Wayne entered into the South Huron Valley Wastewater Control System Transfer Agreement (hereinafter referred to as the "1999 Agreement") relating to the transfer of the System from Wayne to the Authority; and

Whereas in 2004 the Authority and certain Local Units entered into the South Huron Valley Wastewater Control System Contract (hereinafter referred to as the "2004 Contract") related to the financing of further improvements to the System; and

Whereas the Authority has also adopted rules and regulations applicable to users of the System (hereinafter referred to as "Rules and Regulations") which include local discharge limitations; and

Whereas the Authority and Local Units desire to collect, codify and merge the above referenced 1983 Contract, 1984 Contract, 1990 Contract, August 1998 Agreement, September 1998 Contract, 1999 Agreement, 2004 Contract, and the Rules and Regulations into this new Consolidated Service Agreement, to recognize various customs and practices developed and implemented by the Authority and Local Units over the years as to the System and to address other issues not referenced in the above Contracts and Agreements; and

Whereas, on December 17, 2014, the Board for the South Huron Valley Utility Authority passed a resolution in which it approved the Consolidated Service Agreement; and requested that the Local Units to adopt the Consolidated Service Agreement by companion resolutions;

Now, therefore, be it resolved that the council/board of (Municipality) South Rockwood hereby adopts the South Huron Valley Utility Authority Consolidated Service Agreement, and that a true copy of this Resolution shall be forwarded to the South Huron Valley Utility Authority Board signifying its concurrence.

The foregoing resolution was adopted at a duly convened meeting of the board/city council of (Municipality) So. Rockwood held on January 05, 2015.

Willene Harold
Clerk

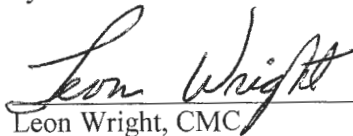
Attest:
David Kelly

RESOLUTION
2015-04

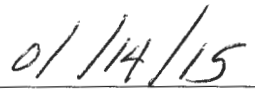
THE SOUTH HURON VALLEY UTILITY AUTHORITY CONSOLIDATED SERVICES
AGREEMENT

YEAS: Combs, Budd, Wright, Hart, Jahr, McClanahan, Miller
NAYS: None
ABSENT: None

I hereby certify that the foregoing is a true and correct copy of a resolution adopted by the Board of Trustees of the Charter Township of Van Buren, County of Wayne, Michigan, at a meeting held on January 13, 2015 and that the said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976; and that the minutes of said meeting were kept and will be or have been made available as required by said Act.



Leon Wright, CMC
Township Clerk



Date

MUNICIPALITY: Charter Township of Van Buren

**A RESOLUTION TO APPROVE THE
SOUTH HURON VALLEY UTILITY AUTHORITY
CONSOLIDATED SERVICE AGREEMENT**

Resolution No. 2015 - 04

Whereas, the Charter Township of Van Buren (hereinafter referred to as a "Local Unit") is a member of the South Huron Valley Utility Authority; and,

Whereas, the County of Wayne, a Michigan Charter County Corporation (hereinafter referred to as "Wayne") entered into a contract with the Local Units in 1983 (hereinafter referred to as the "1983 Contract") for purposes of establishing a wastewater disposal system in Wayne known as the South Huron Valley Wastewater Control System (hereinafter referred to as the "System") to serve the Local Units; and

Whereas, the 1983 contract, as amended in 1984 (hereinafter referred to as the "1984 Contract") and amended again in 1990 (hereinafter referred to as the "1990 Contract") provided for, among other things, the acquisition, construction and financing of a sewage disposal system; and

Whereas, in 1988 the Local Units caused the Authority to be incorporated under and pursuant to Act No. 233, Michigan Public Acts of 1955, as amended (hereinafter sometimes referred to as "Act No. 233" or the "Act"), for the purpose of acquiring, constructing, financing, purchasing, owning, improving, enlarging, extending and operating a sewage disposal system, a solid waste management system and/or a water supply system, and further adopted Articles of Incorporation (hereinafter referred to as "Articles") and Rules and Bylaws (hereinafter referred to as "Bylaws") to govern the operation of the Authority; and

Whereas in August, 1998, the Authority and Local Units entered into an Agreement (hereinafter the "August, 1998 Agreement") related to, among other things, operation and maintenance charges; and

Whereas in September, 1998, the Authority and Local Units entered into the South Huron Valley Wastewater Control System Contract (hereinafter the "September 1998 Contract") related to the financing of improvements to the System; and

Whereas in 1999, the Authority and Wayne entered into the South Huron Valley Wastewater Control System Transfer Agreement (hereinafter referred to as the "1999 Agreement") relating to the transfer of the System from Wayne to the Authority; and

Whereas in 2004 the Authority and certain Local Units entered into the South Huron Valley Wastewater Control System Contract (hereinafter referred to as the "2004 Contract") related to the financing of further improvements to the System; and

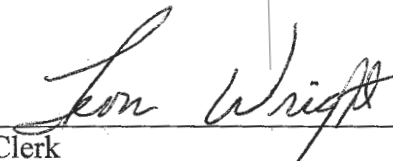
Whereas the Authority has also adopted rules and regulations applicable to users of the System (hereinafter referred to as "Rules and Regulations") which include local discharge limitations; and

Whereas the Authority and Local Units desire to collect, codify and merge the above referenced 1983 Contract, 1984 Contract, 1990 Contract, August 1998 Agreement, September 1998 Contract, 1999 Agreement, 2004 Contract, and the Rules and Regulations into this new Consolidated Service Agreement, to recognize various customs and practices developed and implemented by the Authority and Local Units over the years as to the System and to address other issues not referenced in the above Contracts and Agreements; and


Whereas, on December 17, 2014, the Board for the South Huron Valley Utility Authority passed a resolution in which it approved the Consolidated Service Agreement; and requested that the Local Units to adopt the Consolidated Service Agreement by companion resolutions;

Now, therefore, be it resolved that the Charter Township of Van Buren Board of Trustees hereby adopts the South Huron Valley Utility Authority Consolidated Service Agreement, and that a true copy of this Resolution shall be forwarded to the South Huron Valley Utility Authority Board signifying its concurrence.

The foregoing resolution was adopted at a duly convened meeting of the Charter Township of Van Buren Board of Trustees held on January 13, 2015.



Clerk



Supervisor

MOTION

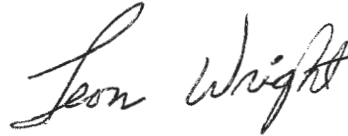
Hart moved, McClanahan seconded to adopt Resolution 2015-04 the South Huron Valley Utility Authority Consolidated Service Agreement. Motion Carried.

Yeas: Combs, Budd, Wright, Hart, Jahr, McClanahan, Miller

Nays: None

Excused/Absent: None

I hereby certify the foregoing is a true and correct copy of a motion adopted by the Board of Trustees of the Charter Township of Van Buren at a regular meeting held January 13, 2015.

A handwritten signature in black ink that reads "Leon Wright". The signature is written in a cursive style with a large initial "L" and "W".

Leon Wright
Township Clerk, CMC

CITY OF WOODHAVEN
COUNTY OF WAYNE, STATE OF MICHIGAN
CITY COUNCIL MEETING OF DECEMBER 16, 2014

Regular City Council Meeting of December 16, 2014, held at Woodhaven City Hall, 21869 West Road, Woodhaven, Michigan. The meeting was called to order at 7:00 p.m. by Mayor Patricia Odette

PRESENT: Mayor Patricia Odette, Mayor Pro-tem, Sharon Bono-Beaton, Council Members, Chris Papineau, Randy Odette, Dan Duderstadt, Jeffrey Harris, Darrel Penix

ALSO PRESENT: Kristie Keene, City Clerk, Mark Kibby, City Administrator, Pat Kruse, City Attorney, J.P. Cacciaglia, DDA & Economic Development Director, Tim Rooney, Interim Recreation Director, Tim Neighbors, Director of Public Service and Water, John Enos, Director of Building and Planning, John Hennessey, Hennessey Engineers

14-126 Moved by Papineau, seconded by Harris, to approve the Consent Calendar as presented:

- A. City Council Members Excused Absences.
- B. Approval of Council Meeting minutes of December 2, 2014.
- C. General Fund Obligations in the amount of \$221,506.30 be approved for payment.
- D. Major Street Fund Obligations in the amount of \$169,869.99 be approved for payment.
- E. Local Highway Fund Obligations in the amount of \$202,213.89 be approved for payment.
- F. Building Department Fund Obligations in the amount of \$5,308.50 be approved for payment.
- G. Police Department Forfeiture Fund Obligations in the amount of \$1,504.64 be approved for payment.
- H. Water and Sewer Fund Obligations in the amount of \$132,919.74 be approved for payment.
- I. Motor Pool Fund Obligations in the amount of \$10,558.65 be approved for payment.

MOTION CARRIED UNANIMOUSLY.

John Hennessey from Hennessey Engineers discussed the Westwood Road Extension and the possibilities it would have on the City's growth.

14-127 Moved by Councilman Randy Odette, seconded by Papineau, to authorize John Hennessey to proceed with an Alignment Plan not to exceed \$20,000 for the Westwood Road extension. MOTION CARRIED UNANIMOUSLY.

14-128 Moved by Bono-Beaton, seconded by Penix, to approve the South Huron Valley Utility Authority Consolidated Service Agreement. MOTION CARRIED UNANIMOUSLY.

14-129 Moved by Papineau, seconded by Councilman Randy Odette, to approve the iCompass Services Agreement subject to Attorney approval. MOTION CARRIED UNANIMOUSLY.

14-130 Moved by Mayor Patricia Odette, seconded by Harris, to notify Wayne County CDBG of the City's interest in serving on the 2015 CDBG Advisory Council and to appoint Council Member Sharon Bono-Beaton (Delegate) and Council Member Chris Papineau (Alternate) to Community Development Block Grant (CDBG) Advisory Council. MOTION CARRIED UNANIMOUSLY.