

- 14.13 Approval of Agreement. This Agreement shall become binding on the Parties hereto and of full force and effect upon: a) the signing thereof by the duly authorized officials for each Community and for the DUWA; and b) upon the adoption of a resolution approving this Agreement and authorizing the signatures thereto of the respective officials of the Communities and DUWA. Certified copies of the resolutions of each Party shall be attached to this Agreement.
- 14.14 Effective Date. The Effective Date of this Agreement shall be the date on which the final Party adopts a resolution approving this Agreement.
- 14.15 Limitation of Liability. Nothing in this Agreement shall modify, limit, waive or otherwise impair the DUWA's liability protection afforded it as a governmental entity in its acquisition, financing and operation of the System. Furthermore, the DUWA shall not be responsible to any Party in any circumstance for exemplary, punitive and/or consequential damages arising out of or related to its acquisition, financing and operation of the System.

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

[SIGNATURES APPEAR ON FOLLOWING PAGES]

CITY OF BELLEVILLE

By: _____

Title:

By: _____

Title:

**DOWNRIVER UTILITY WASTEWATER
AUTHORITY**

By: _____

Title:

CITY OF ECORSE

By: _____

Title:

By: _____

Title:

CITY OF LINCOLN PARK

By: _____

Title:

CITY OF RIVER ROUGE

By: _____

Title:

By: _____

Title:

CITY OF SOUTHGATE

By: _____

Title:

By: _____

Title:

CITY OF WYANDOTTE

By: _____

Title:

By: _____

Title:

CITY OF TAYLOR

By: _____

Title:

By: _____

Title:

CITY OF ROMULUS

By: _____

Title:

By: _____

Title:

CITY OF ALLEN PARK

By: _____

Title:

By: _____

Title:

CITY OF DEARBORN HEIGHTS

By: _____

Title:

By: _____

Title:

CITY OF RIVERVIEW

By: _____

Title:

By: _____

Title:

CHARTER TOWNSHIP OF VAN BUREN

By: _____

Title:

By: _____

Title:

**CHARTER TOWNSHIP OF
BROWNSTOWN**

By: _____

Title:

By: _____

Title:

LIST OF EXHIBITS

- A. Maximum Allowable Dry Weather Flow by Community
- B. Maximum Allowable Wet Weather Flow by Community
- C. Service Area Map
- D. Existing Wet Weather Storage Facilities in the Service Area
- E. List of DUWA Duties and Responsibilities
- F. Articles of Incorporation for the Downriver Utility Wastewater Authority
- G. Pre-Agreement Debt Obligation of Each Community
- H. Dispute Resolution Procedures

EXHIBIT A

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

A-1. Non-Controlled Flow Communities

Community	Meter District	Maximum Dry Weather Flow Rate (MGD)
Allen Park	PC-1	0.28
	PF-2	1.02
	Total	1.30
Belleville	PA-4	0.85
Brownstown Twp	P-2	2.53
	PA-2	0.04
	Total	2.57
Dearborn Heights	TB-1	5.31
Riverview	RV-1	2.33
Romulus	DMA-1	1.77
	PA-3	2.36
	PD-2	5.83
	Total	9.96
Southgate	P-1	0.81
	PA-1	0.89
	PB-1	0.92
	PF-2	0.66
	TPS+IPS	0.04
	Total	3.33

Taylor	P-2	0.05
	PA-2	1.55
	PB-2	1.39
	TB-1	1.48
	PC-1	7.13
	PD-1	2.59
	Total	14.21
Van Buren Twp	PA-4	1.53
Total	--	41.39

Note: Non-Controlled Flow Communities may shift their flows from one Meter District to another Meter District if the requesting Non-Controlled Flow Community presents evidence to the DUWA that the shift will not overload the system district, and that the total flow from the requesting community is still within the cumulative maximum value for the Community.

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

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

MGD = Million Gallons per Day

EXHIBIT B

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

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

MG = Million Gallons

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

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

MGD = Million Gallons per Day

**EXHIBIT C
SERVICE AREA MAP**

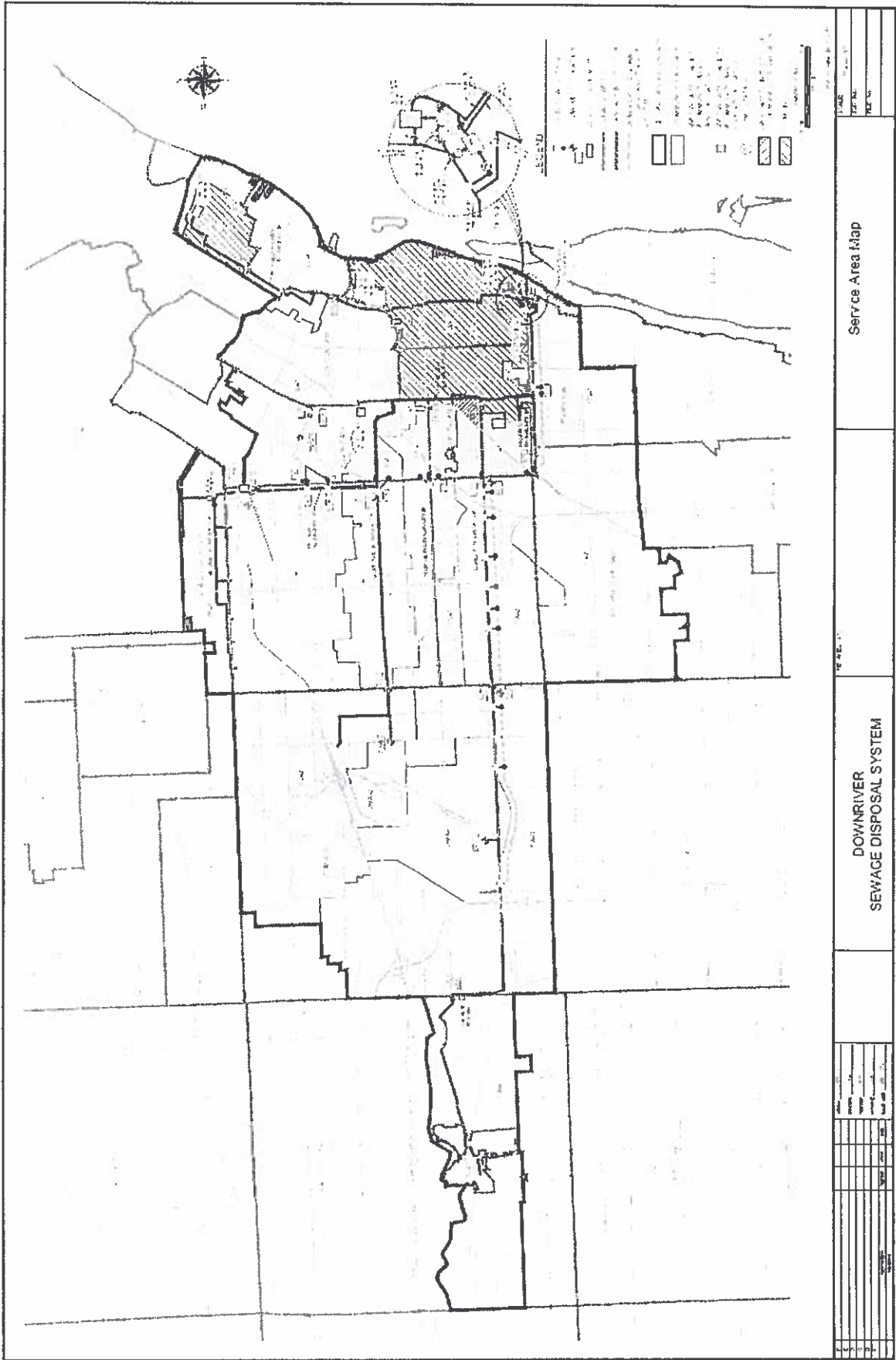


EXHIBIT D

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

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

EXHIBIT E

LIST OF DUWA DUTIES AND RESPONSIBILITIES

In addition to the specific items listed in Section 5.01 1. and 2. and Sections 4.01 and 4.02, the DUWA shall also be responsible for the following activities for the Downriver System:

1. Provide qualified staff to operate and maintain the System, including licensed wastewater treatment plant operators with Michigan certification sufficient to satisfy the NPDES Permit requirements;
2. Perform all laboratory sampling, testing and analyses as may be required by the NPDES Permit and provide an approved QA/QC program for the System;
3. Prepare and submit all required NPDES permit reports in a timely manner;
4. Perform all Predictive, Preventative, and Routine Maintenance for the System;
5. Perform Corrective Maintenance and repairs on system equipment in a timely manner;
6. Purchase and maintain an adequate inventory of chemicals, fuels, parts and supplies;
7. Administer the Industrial Pretreatment Program pursuant to state and federal regulations;
8. Pursue financial assistance as may be available in the form of loans or grants including preparation of forms and applications or other documents as may be necessary to obtain financial aid.

EXHIBIT F
DUWA ARTICLES OF INCORPORATION

**AMENDED
ARTICLES OF INCORPORATION
OF THE
DOWNRIVER UTILITY WASTEWATER AUTHORITY**

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

ARTICLE I

The name of this Authority is "Downriver Utility Wastewater Authority." The principal office of the Authority will be located at 25605 Northline, Taylor, MI, Wayne County, Michigan 48180.

ARTICLE II

The names of the municipal corporations creating this Authority are: The City of Allen Park, The City of Belleville, The Charter Township of Brownstown, The City of Dearborn Heights, The City of Ecorse, The City of Lincoln Park, The City of River Rouge, The City of Riverview, The City of Romulus, The City of Southgate, The City of Taylor, The Charter Township of Van Buren and the City of Wyandotte, which are hereby designated as the constituent municipalities. Lincoln Park was added as a constituent municipality in June of 2015 by the adoption of these amended Articles of Incorporation.

ARTICLE III

The purpose of this Authority will be to acquire, construct, finance, purchase, manage, administer, own, improve, enlarge, extend and operate or negotiate an agreement with Wayne County or a private entity for the operation of a sewage disposal system, particularly the Downriver Wastewater Treatment System (the "System") in accordance with the authorization of Act 233, Public Acts of Michigan, 1955, as amended, and in addition to all other powers granted by any charter or other statute. 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 wastewater collection and 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 the territory embraced within the corporate boundaries of its constituent municipalities as set forth in Exhibit 2. 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 that same year.

ARTICLE VII

The governing body of the Authority shall be a Commission consisting of thirteen (13) members, which shall be made up of the Mayors or Supervisors of each constituent municipality or their designees. Each constituent municipality shall also designate a member of its legislative body or other designee as an alternate Commissioner, who shall exercise all powers of that municipality's Commissioner in his or her absence or disability. Provided, however, that any designee must be either an elected official or municipal employee for the community to be represented. Each Commissioner shall qualify by taking the constitutional oath of office and filing it with his or her respective City or Township Clerk. The alternate Commissioner shall be designated by the legislative bodies of the constituent municipalities at the time of the adoption of these Articles of

Incorporation and shall thereafter also take the constitutional oath of office. 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.

Each Commissioner shall qualify by taking the constitutional oath of office. and shall meet for the annual organizational meeting held on the first business day of January of each year or as otherwise set by the Commission. 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 may but need not be members of the Commission. Such officers shall serve until the organizational meeting of the following 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.

ARTICLE VIII

In the case of temporary absence or disability of any Commissioner, the alternate 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 and shall be open to the public. 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, by e-mail 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 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.

ARTICLE X

A majority of the Commission (seven (7) members) shall be required for a quorum. The Commission shall act by motion, resolution or ordinance. The Commission shall, whenever possible, arrive at a consensus position on any matter coming before it, without the need for a formal vote. Each Commissioner

shall be entitled to one (1) vote on all matters coming before the Authority except as provided below and provided further that in the event a constituent Municipality fails to timely pay its allocated share of any financial obligation owed to the Authority or Wayne County (a "default"), the Commissioner representing that constituent municipality shall lose the right to vote on any issue coming before the Authority until the default is cured by payment in full of the financial obligation. Provided, however, that if the constituent municipality has a good faith dispute as to the amount of its financial obligation, has paid the undisputed amount and has initiated the dispute resolution process adopted by the Authority, as to the disputed amount, then it shall continue to be entitled to vote during the proceeding of the dispute resolution process. Each matter coming before the Commission shall be decided by a majority vote of the Commissioners except as provided below.

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

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

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

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

ARTICLE XI

The Commission shall have the right to adopt rules and regulations for the use of any facility used by it, adopt bylaws for the regulation of its affairs and the conduct of its business which are not in conflict with the terms of any statute or of these Articles. The Commission shall keep a journal of its proceedings. The Commission shall also adopt an alternative dispute resolution procedure. The journal of its proceedings 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 matters in which he or she has a personal or financial interest.

ARTICLE XII

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, if any, of the Authority and shall give to it a bond conditioned upon the faithful performance of the duties of his or 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 Commission, and all checks or other forms of withdrawal therefrom shall be signed by the Treasurer and either the Chair or Vice-Chair of the Authority. The officers of the Commission shall have such other powers and duties as may be conferred upon them by the Commission.

In the event the Authority assumes exclusive control over management, administration, ownership and operation of the System, the Commission shall prepare, adopt, and submit to each commissioner of the constituent municipalities an annual budget covering the proposed expenditures to be made for the organizing and operation of the Authority, and for the next fiscal year beginning January 1st, such budget to be submitted on or before December 1st of the preceding fiscal year.

ARTICLE XIII

The Authority shall possess all the powers necessary to carry out the purposes thereof and those incident thereto. It may acquire 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 hereinafter amended, or any other appropriate statute.

ARTICLE XIV

The Authority and/or its constituent municipalities may enter into a contract or contracts providing for the acquisition, purchase, construction, improvement, enlargement, extension, operation, management, administration and financing of a sewage disposal 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 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 (40) years.

ARTICLE XV

For the purpose of obtaining funds for the acquisition, construction, improving, enlarging or extending of a sewage disposal system, the Authority and/or its constituent municipalities 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 XVI

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. 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 (40) years.

ARTICLE XVII

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

ARTICLE XVIII

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 (7) copies thereof to each constituent municipality.

ARTICLE XIX

These Articles shall be published once in the following newspapers: The Eagle, The Sunday Press and Guide and The News Herald, 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 (30) days after the execution thereof has been completed.

The Commission Secretary 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 the Attorney for the Commission shall act in his stead.

ARTICLE XX

This Authority, its Articles of Incorporation and any Amendment to the Articles of Incorporation shall become effective upon the filing of certified copies of these documents, as provided in the preceding Article.

ARTICLE XXI

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 unanimous vote of the municipalities of which the Authority is composed. Other amendments may be made to these Articles of Incorporation at any time if adopted by the unanimous vote of the legislative bodies of the constituent municipalities 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 and the Supervisor and Clerk in the respective Townships, have endorsed thereon this statement of such adoption.

The foregoing Amended Articles of Incorporation were adopted by the City Council of the City of Allen Park, Wayne County, Michigan at a regular meeting duly held on the 11 day of August, 2015.

THE CITY OF ALLEN PARK

By: William B. Melatos
Mayor

By: James B. Howe
City Clerk

The foregoing Amended Articles of Incorporation were adopted by the City Council of the City of Belleville, Wayne County, Michigan at a regular meeting duly held on the 6th day of July, 2015.

THE CITY BELLEVILLE

By: 
Mayor

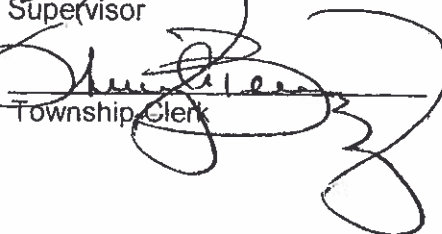
By: 
City Clerk

The foregoing Amended 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 6th day of July, 2015.

THE CHARTER TOWNSHIP OF BROWNSTOWN

By: 

Supervisor

By: 

Township Clerk

The foregoing Amended Articles of Incorporation were adopted by the City Council of the City of Dearborn Heights, Wayne County, Michigan at a regular meeting duly held on the 28 day of July, 2015.

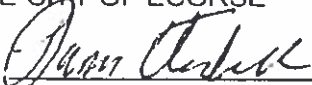
THE CITY OF DEARBORN HEIGHTS

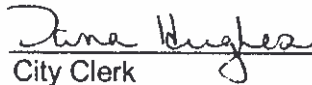
By: Daniel S. Paletho
Mayor

By: Walter J. Perry
City Clerk

The foregoing Amended Articles of Incorporation were adopted by the City Council of the City of Ecorse, Wayne County, Michigan at a regular meeting duly held on the 7th day of July, 2015.

THE CITY OF ECORSE

By: 
Mayor

By: 
City Clerk

The foregoing Amended Articles of Incorporation were adopted by the City Council of the City of Lincoln Park, Wayne County, Michigan at a regular meeting duly held on the 7th day of AUGUST, 2015.

THE CITY OF LINCOLN PARK

By:  _____

BRAD COULTER, EMERGENCY MANAGER

The foregoing Amended Articles of Incorporation were adopted by the City Council of the City of River Rouge, Wayne County, Michigan at a regular meeting duly held on the 7 day of July, 2015.

THE CITY OF RIVER ROUGE

By: 

Mayor

By: 

City Clerk

The foregoing Amended Articles of Incorporation were adopted by the City Council of the City of Riverview, Wayne County, Michigan at a regular meeting duly held on the ____ day of _____, 2015.

THE CITY OF RIVERVIEW

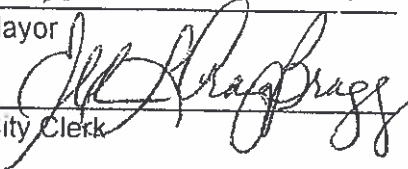
By: 
Mayor

By: _____
City Clerk

The foregoing Amended 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 6th day of JULY, 2015.

THE CITY OF ROMULUS

By: 
Mayor LeRoy D. Burcroff
Mayor

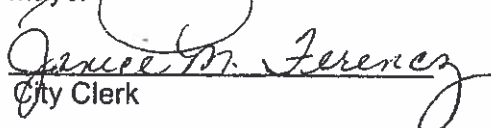
By: 
Clerk Ellen L. Craig-Bragg
City Clerk

The foregoing Amended Articles of Incorporation were adopted by the City Council of the City of Southgate, Wayne County, Michigan at a regular meeting duly held on the 1 day of JULY, 2015.

THE CITY OF SOUTHGATE

By: 

Mayor

By: 

City Clerk

The foregoing Amended Articles of Incorporation were adopted by the City Council of the City of Taylor, Wayne County, Michigan at a regular meeting duly held on the 21st day of July, 2015.

THE CITY OF TAYLOR

By: _____

Mayor

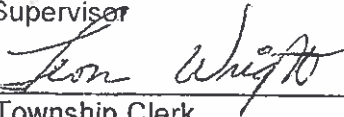
By: _____

City Clerk

The foregoing Amended 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 7 day of JULY, 2015.

THE CHARTER TOWNSHIP OF
VAN BUREN

By: 
Supervisor

By: 
Township Clerk

The foregoing Amended Articles of Incorporation were adopted by the City Council of the City of Wyandotte, Wayne County, Michigan at a regular meeting duly held on the 13th day of July, 2015.

THE CITY OF WYANDOTTE

By: [Signature]
Mayor

By: [Signature]
City Clerk

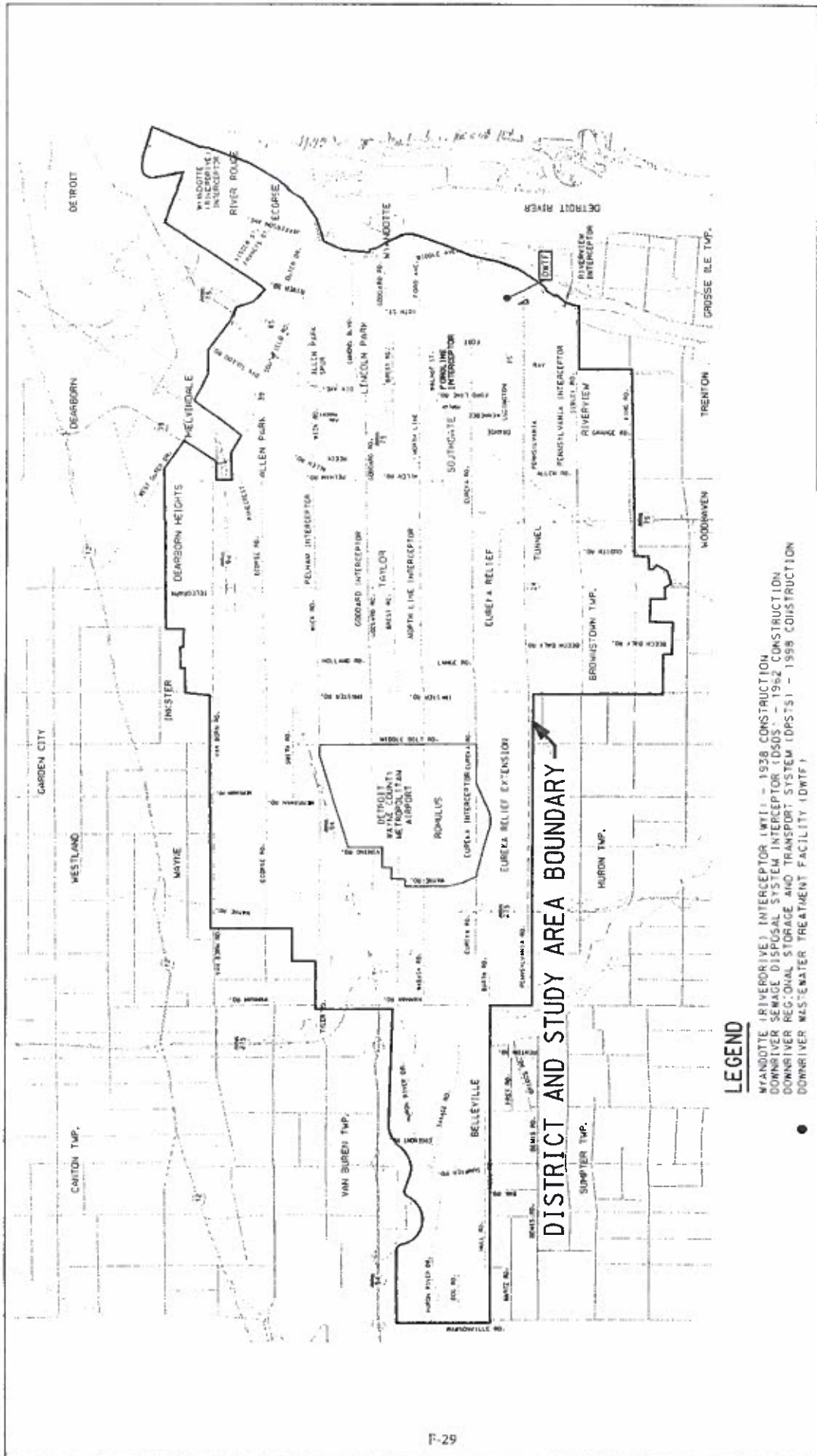
EXHIBIT 1

EXHIBIT 1 – WEIGHTED VOTE

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

*Based on Judge Feikens' 1994 Financing Order

EXHIBIT 2 – SERVICE AREA MAP



DOWNRIVER SYSTEM SERVICE AREA		FIGURE NO.
PROJECT NO.	HUBBELL, ROTH & CLARK, INC.	FIGURE NO.
DATE	CONSULTING ENGINEERS	1-1
APRIL, 2009		DATE
		200 BAKER
		DETROIT, MICH.

LEGEND

WYANDOTTE (RIVERVIEW) INTERCEPTOR (WY1) - 1928 CONSTRUCTION
 DOWNRIVER SEWAGE DISPOSAL SYSTEM INTERCEPTOR (DSOS) - 1982 CONSTRUCTION
 DOWNRIVER REGIONAL STORAGE AND TRANSPORT SYSTEM (DRPTS) - 1998 CONSTRUCTION
 DOWNRIVER WASTEWATER TREATMENT FACILITY (DRTF)

THIS INCLUDES FOR THIS PROJECT AND RELATED BY THE FOLLOWING: HUBBELL, ROTH & CLARK, INC. CONSULTING ENGINEERS 200 BAKER DETROIT, MICH. 48206



EXIHIBIT G

Pre - Agreement Debt Obligation of Each Community Downriver Sewage Disposal System

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

EXHIBIT H
DISPUTE RESOLUTION PROCEDURES

1. General Dispute Resolution Policy

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

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

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

2. Informal Negotiations

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

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

3. Invocation for Formal Procedures

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

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

4. Formal Procedures -- Mediation

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

(1) Selection of Mediator

The mediator of the dispute must be neutral and impartial, with no conflict of interest with any Party, and no financial or personal interest in the outcome of the mediation. The mediator shall be selected within thirty (30) days following the conclusion of informal negotiations by the Parties. The mediator shall be selected by agreement of the DUWA Board, the Community initiating the dispute resolution process, and at least one of the other Community affected by the subject matter in dispute. If no mutually acceptable mediator is identified and selected within the thirty (30) day period, then the dispute resolution process under this Section 4 shall be terminated.

(2) Costs

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

(3) Conduct of Mediation

Each Community involved in the dispute and the DUWA 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 DUWA and to settle the dispute or, if required, recommend settlement to the governing body of the Community and/or DUWA. Each Community and/or the DUWA 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 DUWA.

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 written rules of evidence and procedure will not apply to materials presented and discussed.

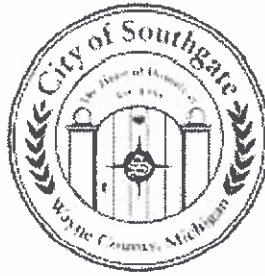
The mediation process may be terminated by the mediator at any time if the mediator determines that one or more Parties is not acting in good faith, or if the mediator concludes that further dispute resolution efforts would not be useful in achieving a settlement. The mediation process will automatically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

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

JOSEPH G. KUSPA
Mayor

JANICE M. FERENCZ
City Clerk

JAMES E. DALLOS
Treasurer



City of Southgate
NORMA J. WURLINGER
MUNICIPAL BUILDING

- CITY COUNCIL -

JOHN GRAZIANI
Council President

KAREN E. GEORGE

MARK FARRAH

BILL COLOVOS

DALE W. ZAMECKI

PHILLIP J. RAUCH

CHRISTOPHER P. ROLLET

MEMORANDUM

TO: John Zech, City Administrator

FROM: Esther Graves, Deputy City Assessor *EW*

DATE: February 10, 2017

RE: March Board of Review – 2017

This communication is to request that City Council approve the following dates for the 2017 March Board of Review:

Tuesday, March 7th from 9 AM until 7 PM
Tuesday, March 14th from 12 PM until 9 PM
Tuesday, March 21st from 9 AM until 7 PM

The following date may be utilized if necessary:

Thursday, March 23rd from 9 AM until 7 PM

The Board of Review will meet each day for up to ten hours per day with a one hour and 30 min break, if possible. Appointments will be scheduled 5-10 people per hour. Additionally, petitioners will be given the opportunity to appeal by mail if they are unable to appeal in person.

In 2002, Council set compensation for each Board of Review member at \$150.00 per day, with \$75.00 per half day. This office requests that additional expenses again be set at \$75.00 per day.

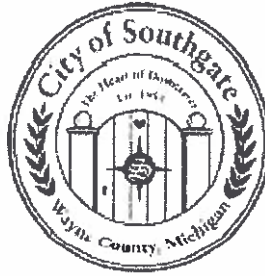
Thank you for your immediate attention to this request.

cc: D. Angileri, Finance Director

JOSEPH G. KUSPA
Mayor

JANICE M. FERENCZ
City Clerk

JAMES E. DALLOS
Treasurer



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Memorandum

To: Honorable City Council Members

From: John J. Zech, City Administrator

Re: Market Center Park

Date: February 10, 2017

The Administration and Southgate business Parkside Gardens, LLC have been working together to prepare a calendar of events for Market Center Park for 2017. In doing so, Mr. Roger Roels of Parkside Gardens has decided, with the full support of the Administration, to pursue a permanent Class C Liquor License in his name for the park. Until that can be arranged, which will take several months, the City will need to obtain temporary Class C Licenses for events at the park similar to the Food Truck Rally of last September. The following is a list of dates beginning in March in which the Administration is seeking the approval of the City Council for temporary liquor licenses:

- March 17, 2017 St. Patrick's Day Celebration
- April 7, 2017 Opening Day Celebration
- May 5, 2017 Cinco de Mayo Celebration

Mr. Roels will attend your February 15th meeting to answer any questions you may have.

The Administration respectfully requests your approval concerning this matter.

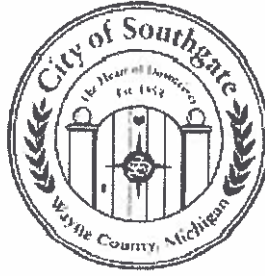
If you have any questions for Dustin Lent, Brandon Fournier, David Angileri or me, please give us a call.

Cc: Mayor Joseph G. Kuspa
David Angileri
Dustin Lent
Brandon Fournier
Roger Roels

JOSEPH G. KUSPA
Mayor

JANICE M. FERENCZ
City Clerk

JAMES E. DALLOS
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CHRISTOPHER P. ROLLET

Memorandum

To: Honorable City Council Members

From: John J. Zech, City Administrator

Re: Chapter 1422 International Property Maintenance Code

Date: February 7, 2017

Based on our discussion at your February 1, 2017 meeting, we respectfully request that you approve through a first reading our recommendations to amend the following sections to Ordinance 1422:

- 1422.01
- 1422.02 Section 103.5
- 1422.02 Section 112.4
- 1422.02 Section 302.4
- 1422.02 Section 304.14

Please contact me with any questions you may have.

Cc: Mayor Joseph G. Kuspa
Robert Casanova

CHAPTER 1422
International Property Maintenance Code

1422.01 ADOPTION BY REFERENCE; FILE COPIES.

The "International Property Maintenance Code, 2015 as published by the International Code Council, Inc. is hereby adopted as the Property Maintenance Code of the City of Southgate, County of Wayne, State of Michigan; for the control of buildings and structures as herein provided; and each and all of the regulations, provisions, penalties, conditions and terms of said Property Maintenance Code are herein referred to, adopted, and made a part hereof, as if fully set out in this chapter, with the additions, insertions, deletions and changes, if any, prescribed in Section 1422.02. A copy of the International Property Maintenance Code, 2015 edition, and the provisions thereof, shall be filed in the Building Department.

1422.02 AMENDMENTS.

The International Property Maintenance Code adopted in Section 1422.01 is hereby amended and revised in the following respects:

Section 101.1

Insert: "City of Southgate" for "[NAME OF JURISDICTION]";

Section 103.5

Insert: "See Chapter 1444 of the Southgate City Code, Fee Schedule" for "[APPROPRIATE SCHEDULE]";

Section 112.4

Insert: "\$1.00" for the first reference to "[DOLLAR AMOUNT]"; and "\$500.00" for the second reference to "[DOLLAR AMOUNT]";

Section 302.4

Insert: " 8 inches" for "[HEIGHT IN INCHES]";

Section 304.14

Insert: "April 1" for the first reference to "[DATE]" and "November 30" for the second reference to "[DATE]";

Section 602.3

Insert: "September 15" for the first reference to "[DATE]" and "May 15" for the second reference to "[DATE]";

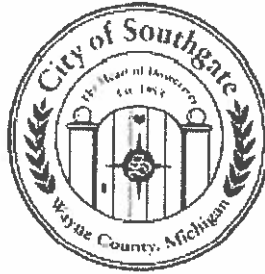
Section 602.4

Insert: "September 15" for the first reference to "[DATE]" and "May 15" for the second reference to "[DATE]";

JOSEPH G. KUSPA
Mayor

JANICE M. FERENCZ
City Clerk

JAMES E. DALLOS
Treasurer



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CHRISTOPHER P. ROLLET

Memorandum

To: Honorable City Council Members

From: John J. Zech, City Administrator

Re: Chapter 1046 Water and Sewer Rates

Date: February 8, 2017

As a result of our discussion at your February 1, 2017 meeting, we respectfully request that your approve through a first reading the Administrations recommendation to Section 1046.09 of Ordinance 1046 which is as follows:

..... There shall be a water turn on charge **as determined by City Council Resolution.**

At the point of your second reading, we respectfully request that you approve by resolution the following fees:

- Water turn on charge \$25.00
- Water turn off charge \$25.00
- No show for appointment during regular business hours \$25.00
- No show for an appointment not during regular business hours \$100.00
- Water service disconnect for a 1" line or less and a concrete replacement charge \$500.00
- Water service disconnect for a line larger than 1" and a concrete replacement charge \$750.00

If you have any questions, please contact me.

Cc: Mayor Joseph G. Kuspa
David Angileri
Robert Tarabula

the entire account balance on the next tax roll of the City. The City Treasurer shall add to that balance a processing fee of 8% of said balance. Such charges so assessed shall be collected in the same manner as general City taxes. In cases where the City is properly notified, in accordance with M.C.L.A. 141.121, that a tenant is responsible for water or sewage disposal service charges, no such service shall be commenced or continued to such premises until there has been deposited with the Water Department a sum sufficient to cover three times the average quarterly bill for such premises as estimated by the Director. Such deposit shall be, in no case, less than nine dollars (\$9.00). Where the water service to any premises is turned off to enforce the payment of water service charges or sewage disposal service charges, the water service shall not be recommenced until all delinquent charges have been paid and a deposit as in the case of tenants is made. There shall be a water turn-on charge as determined by City Council Resolution. In any other case where, in the discretion of the Director, the collection of charges for water or sewage disposal service may be difficult or uncertain, the Director may require a similar deposit. Such deposits may be applied against any delinquent water or sewage disposal service charges, and the application thereof shall not affect the right of the Water Department to turn off the water service and/or sewer service to any premises for any delinquency thereby satisfied. No such deposit shall bear interest and such deposit, or any remaining balance thereof, shall be returned to the customer making the same when he or she discontinues receiving water and sewage disposal service or, except as to tenants as to whom notice of responsibility for such charges has been filed with the City, when any eight successive quarterly bills have been paid by such customer with no delinquency.

(Ord. 711. Passed 2-14-01; Ord. 879. Passed 1-21-09.)

1046.10 REVENUE BOND ORDINANCE.

Nothing contained in this chapter shall be deemed to alter or repeal any of the provisions of Ordinance 1 of Ecorse Township, being an ordinance providing for the issuance of water supply system revenue bonds, with respect to the obligations of the City and the security of the bondholders thereunder. This chapter is intended to be in conformity with Ordinance 1, and if there is any conflict whereby the security of the bondholders or the obligations of such bonds are impaired, then with respect to such conflict, Ordinance 1 shall prevail.

(1974 Code Sec. 2.97)

1046.11 USER CHARGES FOR SOUTHGATE-WYANDOTTE RELIEF DRAIN DRAINAGE DISTRICT.

(a) Annual charges for the City's apportioned cost of operating, maintaining and replacing facilities constructed by the Southgate-Wyandotte Relief Drain Drainage District shall be paid by each user of such relief drain pursuant to the formula adopted by resolution of Council.

1/10/2017
 Fee Proposal

<u>City</u>	<u>Final</u>	<u>Turn On</u>	<u>Turn Off</u>	<u>No Show</u>	<u>After Hours</u>	<u>Service Disconnect</u>
Southgate(current)	\$0	\$20	\$0	\$0	\$0	\$0
Southgate(proposed)	\$0	\$25	\$25	\$25	\$100	\$500 1" or less \$750 above 1"
Cost Comparison						
Taylor	\$20	\$25	\$25	\$50	\$100	\$600
Lincoln Park	\$0	\$0	\$0	\$0	\$0	\$695
Allen Park	\$20	\$20	\$20.00	\$0	\$90.00	n/a
Riverview	\$0	\$55.81	\$55.81	n/a	\$55.81	n/a
Brownstown	\$20	\$20	\$20	\$35	\$85	\$100
Romulus	\$20	\$0	\$20	1st warning \$40 2nd \$20 3rd+ \$40	\$40	\$1,000
Dearborn	\$0	\$0	\$50	\$25	\$100	\$500/Pavement break \$945
Huron Township	\$0	\$35	\$35	\$20	\$210	\$500
Dearborn Heights	\$0	\$15	\$15	\$25	\$100	\$500 + concrete

*n/a = cities are currently working on setting up rates



City of Southgate

DEPARTMENT OF PUBLIC SERVICES
14719 Schafer Court Southgate, Michigan 48195
Phone: (734) 258-3079 Fax: (734) 246-1333

RESOLUTION

At a Regular Meeting of the Southgate Water Board called to order by Gerald Dusik on January 10, 2017 at 4:30 p.m., the following resolution was offered:

Moved by Brooks, supported by Slankster,

RESOLVED, that the Southgate Water Board hereby supports the proposed Water Service Calls and Service Disconnect fees, as presented by DPS Director Robert Tarabula and Water Systems Supervisor Brian Pearson.

Vote on motion: Yeas – Dusik, Brooks, Wolff, Slankster
 Nays – None
 Absent - Tank

Motion carried.

I, Gerald Dusik, Chairman of the Southgate Water Board, do hereby certify that the foregoing is a true, correct, and complete copy of a resolution adopted by the Southgate Water Board on January 10, 2017.


Gerald Dusik, Chairman

cc: Mayor, DPS Director, Finance Director