



500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

Date: August 3, 2021

To: Honorable Mayor and Troy City Council Members

From: Mark F. Miller, City Manager
Lori Grigg Bluhm, City Attorney
Robert J. Bruner, Assistant City Manager
William Huotari, City Engineer
Kurt Bovensiepe, Public Works Director

Subject: Evergreen- Farmington Drain District Agreement



The City of Troy has been one of fifteen communities in the Evergreen-Farmington Sanitary Sewer System since September 2, 1976. Approximately thirteen years later, each community entered into a new 40-year agreement, under 1939 Public Act 342 for this sewer system, and this agreement expires September 30, 2029. However, prior to this expiration date, there are regional improvements planned for the immediate future to reduce the frequency and the volume of sanitary sewer flow overflows. These improvements are necessitated by Administrative Consent Orders issued by the State of Michigan, Department of Environment, Great Lakes, and Energy Department.

Because of the significant cost of these mandated improvements, two of the participating communities, Southfield and West Bloomfield, submitted a petition to convert the agreement into a Chapter 20 Drain. With such a conversion, the newly formed Drain Board can issue bonds to finance the project, which is desired by several of the participating communities. The City of Troy has budgeted for our portion of the project, and will not need to bond for it. The cost of the financing, as well as the cost of future operations and maintenance, will be charged back to the communities based on the allocated share each community bears.

Oakland County has several Chapter 20 Drain Boards, including but not limited to the George W. Kuhn Drain District, which includes Troy. Under Chapter 20, the Drain Board is comprised of the Water Resources Commissioner for Oakland County, the Chair of the Oakland County Board of Commissioners, and the Finance Chair. The Board meets regularly to conduct its business, and is required to comply with the Open Meetings Act, providing for even greater transparency.

In order to complete the conversion to a Chapter 20 Drain, all participating communities are required to approve the attached 471 Agreement. This Agreement is the culmination of many meetings with the municipal attorneys, engineers, public works directors, and management. It has already been approved by some of the participating municipalities and Oakland County.

Under the terms of this Agreement, Troy's allocation of the expenses is 3.15%, and the estimated cost of the mandated improvements is \$2,290,050. The approval of this Agreement is not going to result in any modification to Troy's current practices. City Administration recommends approval of the attached 471 Agreement, converting the Evergreen-Farmington Sanitary Sewer System into the Evergreen-Farmington Drain District.



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Troy, MI 48084
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CITY COUNCIL AGENDA ITEM



July 8, 2021

To: The Officials and Representatives of the 15 Municipalities Served
by the Evergreen-Farmington Sanitary Drain

Re: Evergreen-Farmington Sanitary Drain Chapter 20 Section 471 Agreement

The Evergreen-Farmington Sanitary Drain is under an Administrative Consent Order, issued by the Michigan Department of the Environment, Great Lakes, and Energy (EGLE). The Evergreen-Farmington Sanitary Drain serves 15 Oakland County municipalities. On behalf of these communities, as the Oakland County Water Resources Commissioner, I submitted a Corrective Action Plan to EGLE on April 1, 2020. The Administrative Consent Order requires execution of this plan by November 1, 2022. The plan includes purchasing additional outlet capacity from the Great Lakes Water Authority (GLWA) and the construction of projects along 8 Mile and Evergreen Roads. This allows peak wet weather flow from the apportioned communities to reach the outlet that discharges to GLWA.

In order to facilitate the Corrective Action Plan projects, two communities petitioned the County to form the Evergreen-Farmington Sanitary Drain under Chapter 20 of the drain code. As part of the transition to a drain a new service agreement between the customer communities and the Evergreen-Farmington Sanitary Drain, often called a 471 Agreement named after section 471 of the Drain code, is needed. The Evergreen-Farmington Sanitary Drain 471 agreement:

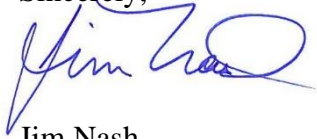
- Provides the system authority for establishing regional operations
- Replaces the 1989 intermunicipal agreement, effectively extending the contract beyond the bond period (the current agreement expires in 2029)
- Requires approval of all communities served by the Evergreen-Farmington Sanitary Drain
- Establishes new community capacities
- Includes apportionment assessments
- Includes the preliminary improvement plan and cost estimates
- Describes rate methodology approach (current methodology is not anticipated to change)

My office has worked on the agreement with the Evergreen-Farmington Sanitary Drain communities over the past several months. The last outreach meeting was held on June 28, 2021. No additional customer comments were received. Therefore, the provided agreement is amenable to all parties. Approval of the 471 Agreement moves the Evergreen-Farmington Sanitary Drain one step closer to the goal of getting out of the Administrative Consent Order by reducing the frequency and volume of sanitary sewer overflows. The Evergreen-Farmington Sanitary Drain Chapter 20 Section 471 Agreement will be on the drain board meeting agenda for approval on July 27, 2021.

In order to maintain the Corrective Action Plan project schedule, I am seeking your approval and signature on the attached Evergreen-Farmington Sanitary Drain Chapter 20 Section 471 Agreement by August 20, 2021. If you have questions or need support to obtain approval, my team and I are here to assist you. We welcome the opportunity to attend a board or council meeting to discuss. If you need assistance in seeking approval, please contact Carrie Ricker Cox, P.E., at coxc@oakgov.com or 248-470-1314.

Thank you for helping us move this project forward and partnering with my office to work towards eliminating both the Evergreen-Farmington Sanitary Drain and customer community Administrative Consent Orders to reduce the frequency and volume of sanitary sewer overflows.

Sincerely,

A handwritten signature in blue ink, appearing to read "Jim Nash", with a stylized flourish at the end.

Jim Nash

EVERGREEN-FARMINGTON SANITARY DRAIN DRAINAGE DISTRICT
CHAPTER 20 SECTION 471 AGREEMENT

This Agreement, dated the _____ day of _____, 2021, by and among the Drainage Board for the Evergreen Farmington Sanitary Drain Drainage District (the “Drainage Board”), the City of Auburn Hills, the Village of Beverly Hills, the Village of Bingham Farms, the City of Birmingham, the Charter Township of Bloomfield, the City of Bloomfield Hills, the City of Farmington, the City of Farmington Hills, the Village of Franklin, the City of Keego Harbor, the City of Lathrup Village, the City of Orchard Lake Village, the City of Southfield, the City of Troy and the Charter Township of West Bloomfield (each, a “Public Corporation” and collectively, the “Public Corporations”). The Drainage Board and the Public Corporations are sometimes referred to each as a “Party” and collectively as the “Parties.”

WHEREAS, by Resolution No. 7674, adopted September 2, 1976, and pursuant to the provisions of Act No. 342 of the Public Acts of Michigan of 1939, as amended (“Act 342”), the County of Oakland (the “County”) established the Evergreen-Farmington Sewage Disposal System (the “EFSDS” or the “System”) and designated and appointed the Oakland County Drain Commissioner, now the Oakland County Water Resources Commissioner, as the “county agency” for the System pursuant to Act 342 (the “County Agency”), with all the powers and duties with respect to the acquisition, construction and financing of facilities for the System as are provided by law especially Act 342; and

WHEREAS, Section 3 of Act 342 authorizes the County Agency to make and execute proposed alterations, changes, and extensions of the improvements, facilities, or services authorized herein; to locate, acquire, purchase, construct, alter, repair, maintain, and operate the improvements, facilities, and services authorized herein and enter into and execute contracts therefor; and

WHEREAS, the County Agency and the Public Corporations serviced by the EFSDS entered into the Evergreen and Farmington Sewage Disposal Systems Intermunicipal Contract Concerning Wastewater Treatment and Pollution Control Projects, dated September 30, 1989 (the “342 Agreement”); and

WHEREAS, certain of the Public Corporations petitioned for the location, establishment and construction of an intra-county drain project consisting of the sewage disposal system previously known as the EFSDS and all improvements necessary or prudent to bring the EFSDS into compliance with Administrative Consent Order 04995 entered by the State of Michigan Department of the Environment, Great Lakes, and Energy on August 14, 2019 (the “ACO”); and

WHEREAS, the Drainage Board named said drain project the Evergreen-Farmington Sanitary Drain (the “Drain”, and the improvements to be undertaken to comply with the ACO also referred to herein as the “Project”) and named the drainage district composed of the Public Corporations the Evergreen-Farmington Sanitary Drain Drainage District (the “Drainage District”) composed of the Public Corporations to be assessed for the Drain, pursuant to Chapter 20 of the Michigan Drain Code, Act No. 40 of the Public Acts of Michigan of 1956, as amended (the “Drain Code”) and issued its Final Order of Determination as executed by the Chairperson of the Drainage Board on November 17, 2020 (the “Final Order of Determination”); and

WHEREAS, as provided in the petitions, the issuance of bonds to finance the Project is contingent upon the Public Corporations and the Drainage District entering into an agreement as provided by law setting forth the services and operations of the Drainage District and to provide for methods of addressing and apportioning future improvements to the Drainage District; and

WHEREAS, Section 471 of the Drain Code authorizes the Drainage Board to contract with any public corporation including any agency thereof, including the Public Corporations and the County Agency; and

WHEREAS, the Drainage Board and the Public Corporations acknowledge that the underlying purpose of this Agreement, entered into pursuant to the authority provided in Section 471 of the Drain Code, is to fully satisfy the terms of the petitions and allow for the issuance of bonds to finance the Project; supersede and replace the Act 342 Agreement; provide for the operations, maintenance, and administration of the Project and the Drainage District by the Drainage Board; acknowledge responsibilities with respect to outstanding debt obligations issued to finance EFSDS improvements; and promote communication by and among the Drainage Board and the Public Corporations; and

WHEREAS, it is understood and agreed that the entire cost of the Project and the entire cost for the operations, maintenance, and administration of the Drainage District is to be assessed against the Public Corporations pursuant to Chapter 20 of the Drain Code.

NOW, THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS.

AGREEMENT

1. **Evergreen-Farmington Sanitary Drain Drainage District.** The Parties acknowledge the legal establishment of the Drain and the Drainage District pursuant to the Final Order of Determination and in accordance with applicable law including, but not limited to Chapter 20 of the Drain Code. The Parties acknowledge that the Project is to provide improvements necessary or prudent to bring the EFSDS, now the Drainage District, into compliance with the ACO.

2. **Town Outlet Capacity.** The Parties acknowledge that each Public Corporation's respective ability to discharge to the Drain is limited to that provided in the Town Outlet Capacities attached as **Exhibit 1 (Town Outlet Capacities)**. The Town Outlet Capacities provided herein will not be available until after the full completion of the project described in this Agreement. After a Public Corporation reaches its Town Outlet Capacity, that Public Corporation shall have the right to contract for any additional needed capacity outside of the Drain, but it shall retain its obligation to deliver its Town Outlet Capacity to the Drain. The Drainage District agrees that each Public Corporation shall retain the right to deliver wastewater in the amount as set forth for its respective Town Outlet Capacity, to the Drain subject to the terms and conditions of this Agreement, including any extension thereof, so long as each Public Corporation shall continue to pay the amount specified herein for its respective assessment of the cost of the Project, the operation, maintenance and improvement, and administration of the Drainage District, and any additional facilities of the Drainage District as provided herein. No Public Corporation shall have the right unilaterally to terminate or reduce such payments, but if any such Public Corporation

shall breach such obligation, the Drainage District 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. The discharge of wastewater into the Drain from any Public Corporation whether a Party or not, shall not exceed the Town Outlet Capacity of such public corporation. Responsibility and authority will be vested with the Drainage District to oversee and regulate the discharge of wastewater from each Public Corporation and take appropriate actions to protect the rights of the Drainage District to promote each Public Corporations to discharge up to but not in excess of its respective Town Outlet Capacity. The Drainage District acknowledges that exceedances may occur from time to time. If a Public Corporation exceeds their respective Town Outlet Capacity, all Public Corporations tributary to that location will meet with the Drainage District to discuss the reasons for non-compliance. Public Corporations found by the Drainage District to be in exceedance of their respective Town Outlet Capacity can be required by the Drainage District to develop and implement a written corrective action plan acceptable to the Drainage District within 90 days of the Drainage District's finding or as otherwise agreed. A written corrective action plan shall be consistent with the Evergreen-Farmington Sanitary Drain Cohesive Operating Protocol or successor protocol, plan, or document. In the event it becomes necessary or prudent to install meters to monitor the flow of wastewater into the Drain, the costs for installation and operation of such meters shall be borne by all Public Corporations as a general system cost and shall be assessed or otherwise be obligated to be paid in accordance with Chapter 20 of the Drain Code.

3. **EFSDS Transfer And Legal Title.** The Parties acknowledge that the EFSDS is hereby transferred to and established as the Drain in accordance with law and the ACO notice provisions. The Drainage Board shall be responsible for the operations, maintenance, and administration of the Drainage District in accordance with Chapter 20 of the Drain Code.

4. **EFSDS Outstanding Debt Obligations.** The Parties acknowledge that there are outstanding debt obligations issued by the County for improvements to the EFSDS, attached as **Exhibit 2 (Index of Outstanding EFSDS Bonds)**. The Parties hereby covenant and agree that, so long as any such bonds or other debt obligations remain outstanding and unpaid, the provisions of this Agreement shall not impair the security for the bonds or other obligations or the prompt payment of principal or interest thereon. The Public Corporations, the Drainage Board, and the County Agency further covenant and agree that they will comply with their respective duties and obligations under the terms of this Agreement promptly, and will not suffer to be done any act which would in any way impair bonds or other debt obligations, the security therefor, or the prompt payment of interest thereon. The Parties acknowledge that such outstanding debt obligations will continue to be serviced in the manner that they are currently being serviced, and that the County Agency shall continue to pay the County of Oakland the amounts necessary to meet all such bond payments, debt service, and obligations until and unless otherwise agreed between the Drainage District and the County. The Parties further acknowledge that with respect to any debt issued pursuant to Act 342, the Oakland County Water Resources Commissioner will continue in the capacity as County Agency, as designated and appointed by the County for the EFSDS for carrying out the purposes of and exercising the powers and duties vested in any contract entered into by and among the County and any of the Public Corporations pursuant to Act 342 (any such contract referred to herein as an "Act 342 Contract"). Any Party that is party to an Act 342 Contract ratifies and confirms its obligations under any such Act 342 Contract and agrees to continue to carry out its obligations under such Act 342 Contract, including the payment of amounts required to be paid by any Public Corporation to the County Agency for the payment of debt service and any County

Agency administrative expenses, as provided in the Act 342 Contract. To the extent there is any inconsistency between an Act 342 Contract and this Agreement, the terms of the Act 342 Contract will prevail.

5. **Drainage District Operations.** The Drainage District shall operate in accordance with accepted public utility operational procedures. The Drainage District shall not be liable to any Public Corporation, or any individual user therein, for any interruption in service. The Public Corporations agree to comply with their respective administrative consent orders. A list of the Public Corporation's Administrative Consent Orders is provided in **Exhibit 3 (Public Corporation Administrative Consent Orders)**.

6. **Public Corporation Consent To Location of Drainage District.** The Public Corporations, by way of compliance with Section 29, Article VII, Michigan Constitution of 1963, consent and agree to the establishment and location of the Drain and of other extension, improvement or enlargement thereof, within their corporate boundaries and to the use by the Drainage District of their streets, highways, alleys, lands, rights-of-way or other public places for the purpose and facilities of the Drain and any improvement, enlargement or extension thereof. The Public Corporations further agree that in order to evidence and effectuate the foregoing agreement and consent, they will execute and deliver to the Drainage District such grants of easement, right-of-way, permit or consent as may be requested by the Drainage District. Each Public Corporation agrees to transmit to the Drainage District wastewater collected within its respective boundary or otherwise provided by contract up to its Town Outlet Capacity, at reception points designated by the Drainage District, and the Drainage District agrees that the Drainage District shall accept and dispose of such wastewater for treatment.

7. **Public Corporation Wastewater.** Each Public Corporation shall be responsible at its own expense to properly operate and maintain its respective sewer system to collect and deliver wastewater flow to the Drain. The Drainage District shall have no responsibility for the Public Corporations' sewer systems. The Public Corporations shall be responsible for the character of their respective wastewater flows and shall comply with standards, rules, and regulations controlling the transportation and discharge of wastewater to the Drain. Each Public Corporation by the adoption of appropriate ordinances or rules or regulations shall enforce all legal requirements and Drainage District requirements including those relating to industrial pretreatment. Each Public Corporation shall not deliver wastewater to the Drain in violation of applicable standards, rules, and regulations, causes physical damage to the Drain, or contributes to an event of noncompliance to the Drainage District's permit or other regulatory requirements.

8. **Service Area.** The service area of the Drain is depicted in **Exhibit 4 (Service Area Map)** which service area consists of the EFSDS interceptor system as configured as of the date of establishment of the Drain and Drainage District by execution of the Final Order of Determination, and includes areas served pursuant to existing service agreements of certain Public Corporations with other municipalities outside of the Drainage District as listed in **Exhibit 5 (Index of Public Corporation Agreements to Accept Wastewater From Other Municipalities)**. The Parties understand that the Drainage District is currently subject to the contract between the EFSDS (and as anticipated to be transferred and assigned to the Drainage District) and the Detroit Water And Sewerage Department (as has been assigned to the Great Lakes Water Authority). The Parties also understand that the Drainage District is currently negotiating a new contract with the Great Lakes

Water Authority. No Public Corporation that is a party to this contract shall divert flow that is presently tributary to the Drain to another sewage treatment plant or facility or construct or permit the construction of any new sewage treatment plant or facility within the Drainage District without the approval of the Drainage Board.

9. **Assessments of Public Corporations For the Payment Of Project Costs.** The Parties acknowledge and approve the Project and the preliminary plans and cost estimates for the Project attached as **Exhibit 6 (Project Preliminary Plans And Cost Estimates)**. The Project is limited to those improvements described in the petitions of the Charter Township of West Bloomfield dated July 13, 2020 and the City of Southfield dated July 20, 2020 and the Final Order of Determination of the Drainage Board dated November 17, 2020. The Public Corporations acknowledge and agree to pay the Drainage District for all Project costs, including the acquisition, construction, and financing of the Project in accordance with the approved Final Order of Apportionment, executed by the Chairperson of the Drainage Board on June 22, 2021, establishing the assessment percentages as described in **Exhibit 7 (Final Order of Apportionment Assessment Percentages)**. All matters relating to engineering plans and specifications, together with the making and letting of final contracts for acquisition and construction of the Project, the approval of the work and materials therefor, and construction supervision, shall be under the exclusive control of the Drainage Board. The Drainage Board shall maintain appropriate insurance coverage for the Project. The insurance premiums for policies secured by the Drainage Board for the Project shall become a Project cost. In the event the amount of any judgment, arbitration award or settlement, including litigation costs, are payable by the Drainage Board, such amount shall be a Project cost. It is specifically recognized by all Public Corporations that the Drainage Board may issue bonds on behalf of the Drainage District in anticipation of the collection of assessments or other payments required to be made by the Public Corporations under the provisions of Chapter 20 of the Drain Code and as described in this Agreement, and the Public Corporations covenant and agree that they will make all required payments to the Drainage Board promptly and at the times specified herein.

10. **Assessments and Charges to Public Corporations For The Payment Of Drainage District Operations, Maintenance, and Administration Costs.** The Public Corporations shall pay the Drainage Board for the operation, maintenance, and administration of the Drain and related wastewater services at such amounts as the Drainage Board may establish from time to time based on the aggregate quantity of wastewater on a multi-year rolling average method entering the Drain attributable from the Public Corporations or any other method as determined by the Drainage Board, based on the benefits that accrue to each Public Corporation and the extent to which each Public Corporation contributes to the conditions that make the Drainage District necessary. At least annually, representatives of the Drainage Board shall offer to meet with the Public Corporations and discuss the method of assessment of operation, maintenance, and administration of the Drain. The Parties acknowledge that amounts charged by the Drainage Board to each Public Corporation will include all applicable costs and expenses associated with financing, administration, operation and maintenance, sewage disposal charges or other applicable expenses as determined by the Drainage Board, and will include an allocable share of debt service owed on outstanding bonds and other obligations issued by the County for improvements to the EFSDS. In the event that the Drainage District is billed directly by the Great Lakes Water Authority for charges associated with high strength and industrial wastewater flows, such charges may be invoiced directly to the responsible Public Corporation(s) as determined by

the Drainage Board. Each of the Public Corporations reserves the right to establish the manner in which it assesses and charge properties within the Public Corporation benefiting especially from the Drain or otherwise provide for the amounts needed to pay for the Drainage District assessments, in accordance with the Drain Code and other applicable law. Operation, maintenance, and administrative expenses shall include, but not be limited to, such amounts as in the judgment of the Drainage Board to pay for any losses or legal expenses arising from the operation, maintenance and improvement, and administration of the Drain and the repair and replacement of the Drainage District's administrative facilities, equipment, accessories, or appurtenances as may be reasonably necessary or prudent. If the character of wastewater transmitted from any Public Corporation is in violation of applicable standards, rules, and regulations, causes physical damage to the Drain, or contributes to an event of noncompliance to the Drainage District's permit or other regulatory requirements, the Drainage Board may apply an additional assessment to the respective Public Corporation and, if necessary or prudent, the Drainage Board shall have the right for the protection of the Drainage System and the public health or safety, to deny discharge of wastewater to the Drainage District.

11. **Administration, Auditing, Financial Services, and Other Overhead Expenses.**

The Drainage Board is authorized, but not required, to use the Oakland County Water Resources Commissioner, the County of Oakland, or third party personnel, equipment, or services for the operations, maintenance, or administration of the Drain. The Public Corporations agree that the costs of contract, administration, auditing, financial services, and other overhead expenses are part of the Drain costs whether provided by County personnel or third parties. This includes allocable share of reasonable personnel cost, salary, and fringe benefits as determined by the Drainage Board.

12. **Billing.** The assessments and charges as herein provided shall be billed on either a monthly or quarterly basis by the Drainage Board to the Public Corporations. It is understood and agreed, that the payment of charges for services as provided herein for each Public Corporation shall be the general obligation of such Public Corporation, and the Drainage Board shall have the right to utilize any method permitted by law for the collection of such charges due to the Drainage Board under this contract.

13. **Nonassignment.** A Public Corporation shall not assign any claim, right, or privilege it may have under this Agreement or under law from or against the Drainage District to any other Public Corporation, person, or entity whatsoever without the prior written approval of the Drainage Board.

14. **Drainage District Rules And Regulations.** The Drainage Board may establish general rules and regulations for the Drainage District consistent with applicable law, rules, and regulations controlling the quantity and quality of the discharge of the users to the Drain. Nothing herein shall prohibit the Drainage Board from establishing rules and regulations more stringent than those required by applicable law, rules, and regulations, if, in the judgment of the Drainage Board stricter rules and regulations are necessary or prudent to protect the integrity of the Drainage District. Further, each Public Corporation agrees to enforce such rules and regulations as the Drainage Board adopts from time to time.

15. **No Territorial Change of Public Corporation.** No change in the jurisdiction over territory in any Public Corporation shall in any manner impair the obligations of this Agreement, supplement or amendment. In the event all or any part of the territory of a Public Corporation is incorporated as a new city or is annexed to or becomes a part of the territory of another Public Corporation or another public corporation, the Public Corporation or public corporation into which such territory is incorporated or to which such territory is annexed, shall assume the proper proportionate share of the contractual obligations and rights in the Drainage District of the Public Corporation from which territory is taken and such a Public Corporation shall become a Public Corporation in this Agreement, based upon a division determined by the Drainage Board in its sole discretion.

16. **Term.** This Agreement shall remain in full force and effect for an initial term of thirty (30) years from the Effective Date as provided in Section 26, and shall be automatically extended for an addition ten (10) year term beyond the initial term and thereafter automatically extended for ten (10) year intervals unless terminated by the Parties as provided herein; provided that, in no event shall this Agreement be terminated if any bonds, notes or other debt of the Drainage District remain outstanding. It is understood that this Agreement shall automatically and without further action of the Parties, be extended to such date beyond the initial term and any extension thereto to coincide with the date on which all of the principal of and interest on any such bonds, notes or other debt have been fully paid. Expiration or termination of this Agreement shall not impact in any way the Parties rights, duties and obligations and the Drainage Board's rights and obligations to the continued operation, maintenance and improvement, and administration of the Drain under Chapter 20 of the Drain Code.

17. **Termination.** Following the initial term or the full payment of the principal of, and interest on, any and all bonds, notes or other debt of the Drainage District, whichever is later, this Agreement may be terminated by any Party upon a minimum of 365 calendar days written notice to each of the other Parties to this Agreement. The written notice shall state the effective date of the termination.

18. **Governing Law.** This Agreement is made and entered into in the state of Michigan and shall be interpreted, enforced, and governed under the laws of the state of Michigan. The language of this Agreement is intended to be construed as a whole according to its fair meaning and not construed strictly for or against any Party.

19. **Lawsuits or Claims.** The Parties agree that the costs and expenses of any lawsuits, disputes, or claims of any kind arising directly or indirectly out of this Agreement to the extent such costs and expenses are chargeable against the Drainage District shall be deemed to constitute part of the cost of the Drain and shall be paid by the Public Corporations in the same manner as other costs of the Drain.

20. **Third Party Beneficiaries.** There are no intended third party beneficiaries to this Agreement.

21. **Government Function.** This Agreement does not, and is not intended to, impair, divest, delegate, or contravene any constitutional, statutory, or other legal right, privilege power,

obligation, duty, or immunity of the Parties. The obligations in this Agreement are in the exercise or discharge of a governmental function.

22. **Notices.** Notice of a legal nature shall be sent by certified first class mail, return receipt requested or by personal delivery as follows:

Drainage District:

Oakland County Water Resources Commissioner
One Public Works Drive, Building 95-West
Waterford, Michigan 48328

Public Corporation:

Authorized representative for such Public Corporation

All Notices shall be considered delivered to a Party on the date of receipt as represented by the return receipt or by proof of personal service. Any Notice given must be signed by an authorized representative.

23. **Entire Agreement, Amendment, Counterparts, and Enforceability.** This Agreement sets forth the entire understanding of the Parties concerning its subject matter and specifically supersedes and replaces the Act 342 Agreement. The terms and conditions are contractual and not mere recital. This Agreement may be amended by a writing executed by all Parties with persons with legal authority to bind the respective Party. This Agreement may be executed in several counterparts, each of which shall be considered an original, but all of which shall constitute one and the same instrument. The recital and whereas provisions of this Agreement are considered an integral part of this Agreement. If any provision of this Agreement is judicially determined to be invalid or unenforceable, the remainder of this Agreement (other than those found to be invalid or unenforceable) is not affected and is enforceable, provided that the invalid or unenforceable provision does not substantially alter the Agreement or make execution impractical.

24. **Public Purpose.** The Drainage Board and the Public Corporations enter this Agreement to serve the public health and welfare of the people of the state of Michigan, especially in the Drainage District.

25. **Successor and Assigns.** This Agreement is binding on, and for the benefit of, the Parties and their respective their successors and assigns, subject to the provisions of this Agreement precluding assignment.

26. **Existing Rights.** Nothing in this Agreement shall impact the existing rights or obligations of any Party.

27. **Effective Date.** This Agreement shall become effective as of the date first written above.

[Signatures on next page]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed effective as of the date and year first above written.

**EVERGREEN-FARMINGTON SANITARY
DRAIN DRAINAGE DISTRICT**

By:_____

Its:_____

COUNTY OF OAKLAND

By:_____

Its: County Agency, pursuant to Act No. 342 of the
Public Acts of Michigan, 1939, as amended

CITY OF AUBURN HILLS

By:_____

Its:_____

And:_____

Its:_____

VILLAGE OF BEVERLY HILLS

By:_____

Its:_____

And:_____

Its:_____

VILLAGE OF BINGHAM FARMS

By: _____

Its: _____

And: _____

Its: _____

CITY OF BIRMINGHAM

By: _____

Its: _____

And: _____

Its: _____

TOWNSHIP OF BLOOMFIELD

By: _____

Its: _____

And: _____

Its: _____

CITY OF BLOOMFIELD HILLS

By: _____

Its: _____

And: _____

Its: _____

CITY OF FARMINGTON

By:_____

Its:_____

And:_____

Its:_____

CITY OF FARMINGTON HILLS

By:_____

Its:_____

And:_____

Its:_____

VILLAGE OF FRANKLIN

By:_____

Its:_____

And:_____

Its:_____

CITY OF KEEGO HARBOR

By: _____

Its: _____

And: _____

Its: _____

CITY OF LATHRUP VILLAGE

By: _____

Its: _____

And: _____

Its: _____

CITY OF ORCHARD LAKE VILLAGE

By: _____

Its: _____

And: _____

Its: _____

CITY OF SOUTHFIELD

By: _____

Its: _____

And: _____

Its: _____

CITY OF TROY

By:_____

Its:_____

And:_____

Its:_____

**CHARTER TOWNSHIP OF WEST
BLOOMFIELD**

By:_____

Its:_____

And:_____

Its:_____

INDEX OF EXHIBITS

1. Exhibit 1 (Town Outlet Capacities). Para 2.
2. Exhibit 2 (Index of Outstanding EFSDS Bonds). Para 4.
3. Exhibit 3 (Public Corporation Administrative Consent Orders). Para 5
4. Exhibit 4 (Service Area Map). Para 8.
5. Exhibit 5 (Index of Public Corporation Agreements to Accept Wastewater From Other Municipalities). Para 8.
6. Exhibit 6 (Project Preliminary Plans And Cost Estimates). Para 9.
7. Exhibit 7 (Final Order of Apportionment Assessment Percentages). Para 9.

EXHIBIT 1

TOWN OUTLET CAPACITIES

Exhibit 1
Evergreen-Farmington Sanitary Drain
Town Outlet Capacities

Meter	Most Downstream Public Corporation	Town Outlet Capacity* (cfs)	Tributary Public Corporations																		
			AHC	BFV	BHC	BHV	BIC	BLT	FAC	FHC	FRV	KHC	LVC	OLC	SOC	TRC	WBT	AP	BV	Birm	EFSD
3460	AHC	2.72	✓					✓													✓
3707	BFV	2.63		✓							✓										✓
3390	BHC	15.19	✓		✓			✓													✓
3510	BHC	0.29			✓																✓
3240	BHV	54.08	✓	✓	✓	✓	✓	✓						✓		✓	✓	✓	✓	✓	✓
3230	BHV	2.26																			✓
3340	BLI	6.67		✓		✓		✓		✓						✓					✓
3320	BLT	26.34	✓		✓		✓	✓							✓					✓	✓
3500	BLT	11.48			✓			✓							✓						✓
3530	BLT	0.17						✓													✓
3450	BLT	0.18						✓													✓
3440	BLT	4.19	✓		✓			✓													✓
3430	BLT	2.30			✓			✓													✓
3420	BLT	1.91						✓													✓
3640	BLT	2.89			✓			✓								✓					✓
3630	BLT	0.91			✓			✓													✓
3610	BLT	0.33			✓			✓													✓
3470	BLT	0.49						✓													✓
4840	BLT	6.88						✓								✓					✓
4810	BLT	8.67						✓								✓					✓
4920	FAC	7.30							✓	✓											✓
4930	FHC	2.23								✓											✓
4940	FHC	4.09								✓											✓
4000	FHC	76.16						✓	✓	✓		✓		✓		✓					✓
3910	FHC	8.07						✓		✓		✓		✓		✓					✓
4050	FHC	32.00						✓		✓		✓		✓							✓
4500	FHC	23.97								✓						✓					✓
3753	FRV	0.51									✓										✓
3763	FRV	0.15									✓										✓
4130	KHC	3.48										✓		✓		✓					✓
3100	LVC	2.66											✓								✓
3130	LVC	6.05											✓								✓
4110	OLC	0.49												✓		✓					✓
4121	OLC	4.93												✓							✓
4125	OLC	0.51												✓							✓
3003	SOC	195.51	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
3260	SOC	2.34												✓							✓
3700	SOC	18.26		✓							✓			✓							✓
3800	SOC	9.88						✓		✓		✓		✓		✓					✓
3900	SOC	9.69						✓		✓		✓		✓		✓					✓
3520	TRC	7.86						✓								✓					✓
3540	TRC	1.02						✓								✓					✓
4541	WBT	3.07								✓							✓				✓
4560	WBT	2.08															✓				✓
4580	WBT	2.82															✓				✓
4600	WBT	4.33															✓				✓
4140	WBT	1.55															✓				✓
4100	WBT	13.19										✓		✓			✓				✓
4801	WBT	2.98						✓									✓				✓
4820	WBT	0.74						✓									✓				✓
4850	WBT	2.96															✓				✓
4860	WBT	1.00															✓				✓
4870	WBT	0.82						✓									✓				✓
4804+4806	WBT	12.63						✓		✓							✓				✓

Each Public Corporation's Town Outlet Capacity is limited to the particular flow from the respective meter, irrespective of whether the flow rates listed were derived from flow generated from multiple Public Corporations including tributary portion(s) of each Public Corporation. Corrective action by a Public Corporation may be required by the Drainage District because of flow generated from a tributary Public Corporation contributing to a flow rate that is greater than a Town Outlet Capacity.

* As measured on a rolling hourly average as defined as the average of uniform time step data across any 60 minute period where each 60 minute average shifts one time step.

EXHIBIT 2

INDEX OF OUTSTANDING EFSDS BONDS

<u>Name of Bonds</u>	<u>Original Principal Amount</u>	<u>Issue Date</u>	<u>Maturity Dates</u>
Evergreen-Farmington Sewage Disposal System 8 Mile Road Pumping Station Bonds, Series 2012	\$2,415,000	4/10/2012	10/1/2013-2032
Evergreen and Farmington Sewage Disposal Systems Middlebelt Transport and Storage Tunnel Bonds, Series 2014	\$36,855,000	9/17/2014	10/1/2017-2036
Evergreen and Farmington Sewage Disposal Systems North Evergreen Interceptor Bonds, Series 2015	\$3,700,000	10/13/2015	10/1/2016-2027, 2029, 2031, 2033, 2035
Evergreen and Farmington Sewage Disposal Systems North Evergreen Interceptor Bonds, Series 2017	\$4,805,000	5/31/2017	3/1/2018-2037
Evergreen and Farmington Sewage Disposal Systems Middlebelt Transport and Storage Tunnel Bonds. Series 2017	\$995,000	9/28/2017	Mandatory redemption 9/1/2018-2027
Evergreen-Farmington Sewage Disposal System Refunding Bonds. Series 2018	\$3,065,000	2/28/2018	4/1/2019-2031

<u>Name of Bonds</u>	<u>Original Principal Amount</u>	<u>Issue Date</u>	<u>Maturity Dates</u>
Evergreen and Farmington Sewage Disposal System Capital Improvement Bonds. Series 2018A	\$8,300,000	9/20/2018	4/1/2019-2033
Evergreen and Farmington Sewage Disposal System Capital Improvement Bonds. Series 2020A	\$3,910,000	3/26/2020	7/1/21-2029

EXHIBIT 3

PUBLIC CORPORATION ADMINISTRATIVE CONSENT ORDERS

Community	ACO #
Beverly Hills	AFO-SW-09-002
Bloomfield Hills	AFO-SW-09-004
Bloomfield Township	AFO-SW-09-003
Farmington	ACO-SW-05-005
Farmington Hills	ACO-SW-05-006
Lathrup Village	AFO-SW-09-007
Troy	AFO-SW-09-006
West Bloomfield Township	AFO-SW-09-005

EXHIBIT 4

SERVICE AREA MAP

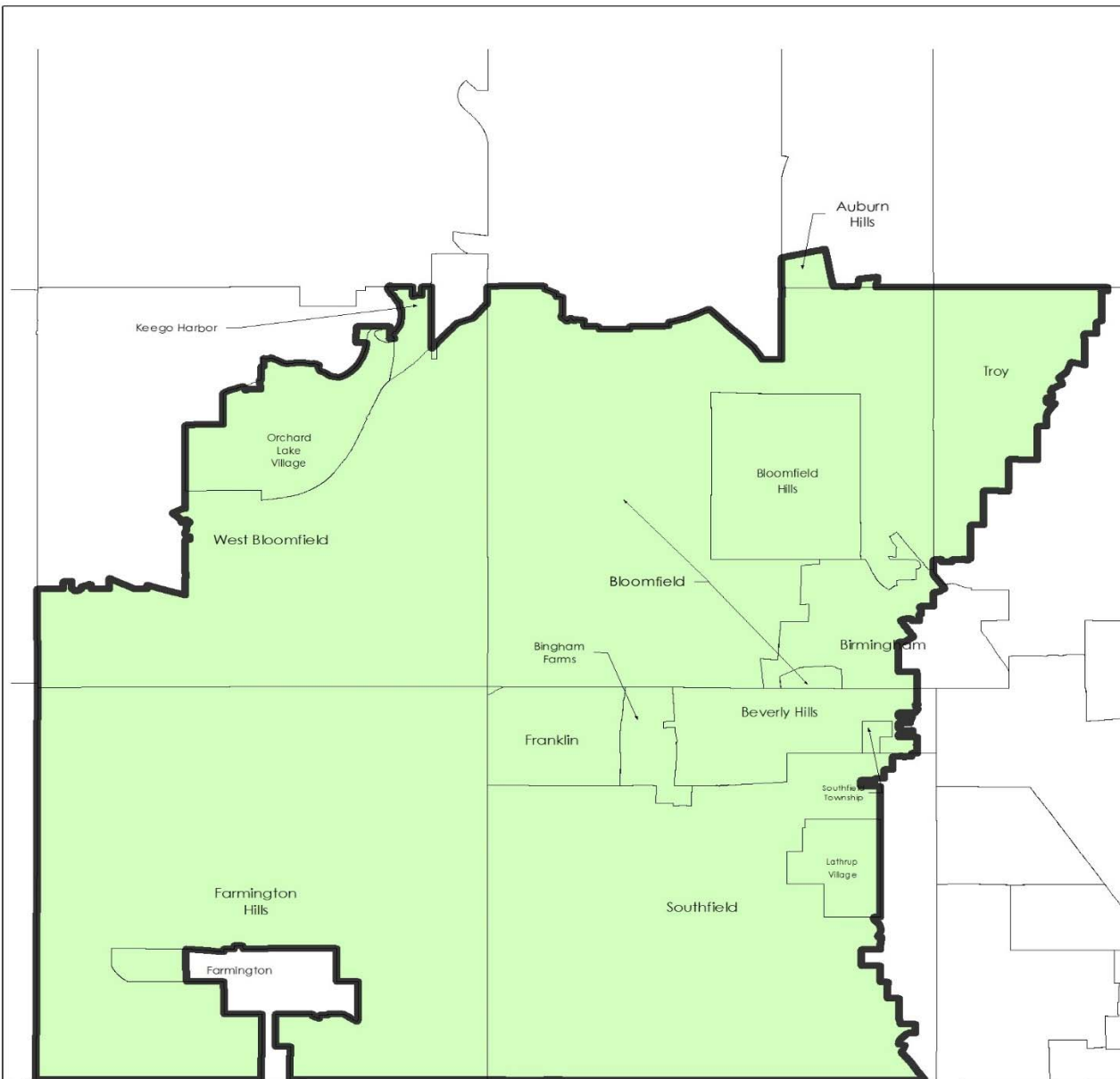


EXHIBIT B EVERGREEN-FARMINGTON AREA TO BE SERVED

Legend

- Municipal District
- Evergreen Farmington Sanitary Drain

Disclaimer: The information provided in this system has been compiled from recorded deeds, plats, tax maps, surveys and other public records and data. It is not a legally recorded map or survey and is not intended to be used as one. Users of this data are hereby notified that the information sources mentioned above should be consulted for verification of the information.

Not To Scale

WRC
WATER RESOURCES COMMISSIONER
Jim Nash

Revised: June, 2022
City of Farmington and Oakland County (CWA#1020) and Farmington (CWA#1020) are not responsible for the content of this map.

EXHIBIT 5

**INDEX OF PUBLIC CORPORATION AGREEMENTS TO ACCEPT
WASTEWATER FROM OTHER MUNICIPALITIES**

1. That certain Letter Agreement between the Township of West Bloomfield and the City of Sylvan Lake dated circa December 24, 1963 and countersigned on January 8, 1964 respecting the Sylvan Manor Arm.

EXHIBIT 6

PROJECT PRELIMINARY PLANS AND COST ESTIMATES

Overall Project Preliminary Plans and Cost Estimates

Total Estimated Project Cost: \$72,700,000

The Total Estimated Project Cost is \$72,700,000.00. This includes the 4 component projects described below including the following: (1) Great lakes Water Authority (“GLWA”) Capacity Purchase Project; (2) 8 Mile Road Outlet Conveyance Project; (3) Evergreen Road Conveyance, Walnut Lake Pump Station #1 Project; and (4) Lathrup Village Sanitary Retention Tank Improvements. The preliminary plans including the basis of design and other projects documents are on file with the Water Resources Commissioner’s office and have been the subject of monthly meetings of the Corrective Action Plan Steering Committee of the EFSD since 2019 and presented and discussed at the public meetings of the EFSD.

Project Name: GLWA Capacity Purchase

Owner: Evergreen-Farmington Sanitary Drain

Location: Various

Engineer of Record: Applied Science, Inc.,

Estimated Purchase Capacity: \$33,000,000

Total Estimated Project Cost: \$34,130,000

Tentative Purchase Date: December 2021-January 2022

The existing contractual outlet capacity pursuant to the August 29, 1984 Detroit-Oakland Agreement for the Use of Certain Detroit Sewers for the Evergreen – Farmington District is a maximum rate of discharge of 170 cubic feet per second (cfs). The contractual agreement includes provision for increasing the maximum rate of discharge as may be agreed to by the parties. A proposed increase in the EFSD maximum rate of discharge of 57 cfs, for a revised total contractual capacity of 227 cfs is tentatively agreed to among parties. In order to accept this additional flow, GLWA must remove offsetting flow from the system. Two projects are requested for GLWA to meet these EGLE requirements, the DWSD West Warren Sewer Separation Project and the GLWA West Warren Outfall project. The purchase capacity cost is guided by but not tied directly to the anticipated project costs from these two projects. The engineer for the GLWA Purchase Capacity is Applied Science, Inc. The anticipated negotiated purchase capacity is \$33,000,000. The cost for the corrective action plan and coordination with EGLE, GLWA and DWSD is anticipated to be \$1,250,000. Evergreen-Farmington Sanitary Drain anticipates purchasing the capacity in the last part of 2021 or early 2022.

Project Name: 8 Mile Road Outlet Conveyance

Owner: Evergreen Farmington Sanitary Drain

Location: 8 Mile Pump Station and along 8 Mile Road in Southfield, Michigan

Engineer of Record: Fishbeck

Engineer’s Estimate of Construction Cost: \$18,610,000

Total Estimated Project Cost: \$32,060,000

Tentative Bid Date: Spring of 2022

The project to allow more flow to be conveyed involves modifications to the 8 Mile Pump Station and existing discharge piping by slip lining approximately 3,800 feet of the downstream 60-inch I.D. South Evergreen Interceptor to a 54-inch diameter sewer. In addition, modifications will be made to the pump station pumping capacity to help control the water levels upstream of the 8 Mile Pump Station. A new tributary collector sewer will be constructed to capture and convey flows from areas disconnected from the newly lined section of the South Evergreen Interceptor. In addition, the 8 Mile Drain at the Evergreen Emergency SSO Chamber will be modified.

Project Name: Lathrup Village Sanitary Retention Tank Improvements

Owner: Lathrup Village

Location: 19600 Sunnybrook Avenue, Lathrup Village, Michigan

Engineer of Record: Hubbell, Roth & Clark, Inc.

Engineer's Estimate of Construction Cost: \$520,000

Total Estimated Project Cost: \$1,030,000

Tentative Bid Date: Spring of 2022

The project involves improvements and modifications to the Lathrup Sanitary Retention Basin. The major work items include electrical and mechanical improvements to the SRT heating, influent pumping and dewatering systems; structural restoration to the roof and walls; upgraded instrumentation and controls; SCADA improvements; piping and valve system changes; and revised operational controls. The improvements will allow Lathrup Village to discharge its town outlet capacity during wet weather when the Evergreen Interceptor levels are elevated. A cost sharing agreement for the design and construction will be utilized on this project between Lathrup Village and the Evergreen Farmington Sanitary Drain.

Project Name: Evergreen Road Conveyance Project – Walnut Lake Pump Station #1 Corrective Action Plan

Owner: Evergreen-Farmington Sanitary Drain

Location: Evergreen Road 8 Mile to 14 Mile

Engineer of Record: Applied Science, Inc.

Engineer's Estimate of Construction Cost: \$2,900,000

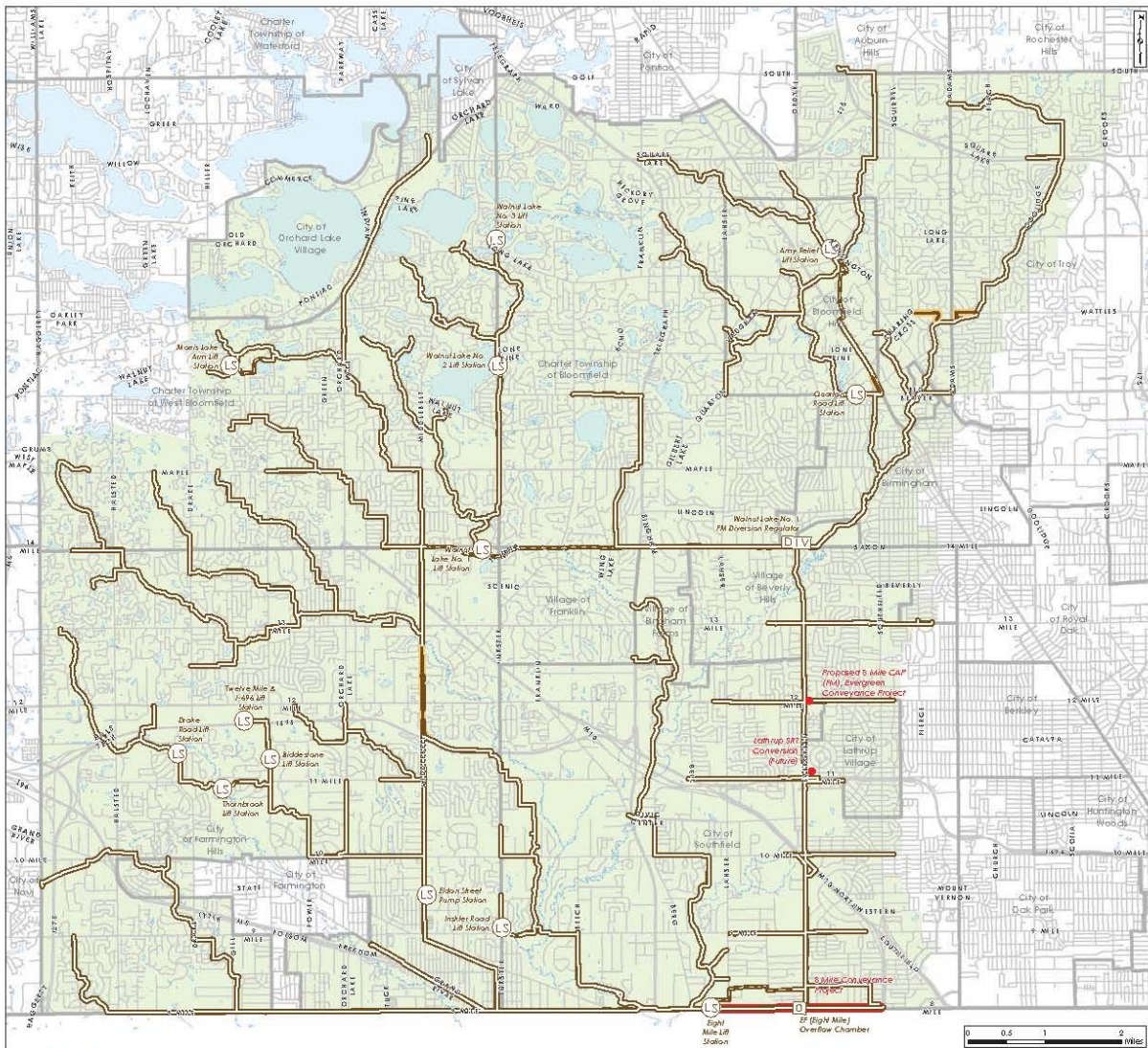
Total Estimated Project Cost: \$5,480,000

Tentative Bid Date: January-February 2022

The project will increase Evergreen Interceptor operating levels and coordinated operations of facilities in the EFSDS and customer communities to avoid SSOs through certain modifications to Walnut Lake Pump Station #1 for continued operations during wet weather. This may include grade separation stations, sealed manholes, and other system improvements.

Below is a chart of the estimated cost for the respective Public Corporation.

Public Corporation	Peak Share			Total Estimated Cost
Auburn Hills	0.460%			334,420
Bingham Farms	0.690%			501,630
Bloomfield Hills	1.440%			1,046,880
Beverly Hills	5.750%			4,180,250
Birmingham	0.110%			79,970
Bloomfield Twp	9.540%			6,935,580
Farmington	0.340%			247,180
Farmington Hills	28.290%			20,566,830
Franklin	0.210%			152,670
Keego Harbor	0.320%			232,640
Lathrup Village	3.060%			2,224,620
Orchard Lake Village	0.370%			268,990
Southfield	38.170%			27,749,590
Troy	3.150%			2,290,050
West Bloomfield Twp	8.100%			5,888,700
Total	100.000%			72,700,000



WRC
 WATER RESOURCES COMMISSION
 Jim Nash

DISCLAIMER:
 The information displayed on this map is compiled from various data sources. While every effort has been made to ensure the accuracy of the information, it is not intended to be used as a substitute for professional engineering or other specialized services. The information is provided for informational purposes only and should not be used for any other purpose without the express written consent of the Water Resources Commission.

Date: 4/1/2021

Evergreen-Farmington Route and Course

- Overflow Chamber
- EDES County Inflow
- Division Regulator
- EDES Inflow Storage
- Up Station
- EDES Non-County Inflow
- EDES Outflow

Part 1: 1.1, 1.2, 1.3, 1.4, 1.5, 1.6, 1.7, 1.8, 1.9, 2.0, 2.1, 2.2, 2.3, 2.4, 2.5, 2.6, 2.7, 2.8, 2.9, 3.0, 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.7, 3.8, 3.9, 4.0, 4.1, 4.2, 4.3, 4.4, 4.5, 4.6, 4.7, 4.8, 4.9, 5.0, 5.1, 5.2, 5.3, 5.4, 5.5, 5.6, 5.7, 5.8, 5.9, 6.0, 6.1, 6.2, 6.3, 6.4, 6.5, 6.6, 6.7, 6.8, 6.9, 7.0, 7.1, 7.2, 7.3, 7.4, 7.5, 7.6, 7.7, 7.8, 7.9, 8.0, 8.1, 8.2, 8.3, 8.4, 8.5, 8.6, 8.7, 8.8, 8.9, 9.0, 9.1, 9.2, 9.3, 9.4, 9.5, 9.6, 9.7, 9.8, 9.9, 10.0, 10.1, 10.2, 10.3, 10.4, 10.5, 10.6, 10.7, 10.8, 10.9, 11.0, 11.1, 11.2, 11.3, 11.4, 11.5, 11.6, 11.7, 11.8, 11.9, 12.0, 12.1, 12.2, 12.3, 12.4, 12.5, 12.6, 12.7, 12.8, 12.9, 13.0, 13.1, 13.2, 13.3, 13.4, 13.5, 13.6, 13.7, 13.8, 13.9, 14.0, 14.1, 14.2, 14.3, 14.4, 14.5, 14.6, 14.7, 14.8, 14.9, 15.0, 15.1, 15.2, 15.3, 15.4, 15.5, 15.6, 15.7, 15.8, 15.9, 16.0, 16.1, 16.2, 16.3, 16.4, 16.5, 16.6, 16.7, 16.8, 16.9, 17.0, 17.1, 17.2, 17.3, 17.4, 17.5, 17.6, 17.7, 17.8, 17.9, 18.0, 18.1, 18.2, 18.3, 18.4, 18.5, 18.6, 18.7, 18.8, 18.9, 19.0, 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52.3, 52.4, 52.5, 52.6, 52.7, 52.8, 52.9, 53.0, 53.1, 53.2, 53.3, 53.4, 53.5, 53.6, 53.7, 53.8, 53.9, 54.0, 54.1, 54.2, 54.3, 54.4, 54.5, 54.6, 54.7, 54.8, 54.9, 55.0, 55.1, 55.2, 55.3, 55.4, 55.5, 55.6, 55.7, 55.8, 55.9, 56.0, 56.1, 56.2, 56.3, 56.4, 56.5, 56.6, 56.7, 56.8, 56.9, 57.0, 57.1, 57.2, 57.3, 57.4, 57.5, 57.6, 57.7, 57.8, 57.9, 58.0, 58.1, 58.2, 58.3, 58.4, 58.5, 58.6, 58.7, 58.8, 58.9, 59.0, 59.1, 59.2, 59.3, 59.4, 59.5, 59.6, 59.7, 59.8, 59.9, 60.0, 60.1, 60.2, 60.3, 60.4, 60.5, 60.6, 60.7, 60.8, 60.9, 61.0, 61.1, 61.2, 61.3, 61.4, 61.5, 61.6, 61.7, 61.8, 61.9, 62.0, 62.1, 62.2, 62.3, 62.4, 62.5, 62.6, 62.7, 62.8, 62.9, 63.0, 63.1, 63.2, 63.3, 63.4, 63.5, 63.6, 63.7, 63.8, 63.9, 64.0, 64.1, 64.2, 64.3, 64.4, 64.5, 64.6, 64.7, 64.8, 64.9, 65.0, 65.1, 65.2, 65.3, 65.4, 65.5, 65.6, 65.7, 65.8, 65.9, 66.0, 66.1, 66.2, 66.3, 66.4, 66.5, 66.6, 66.7, 66.8, 66.9, 67.0, 67.1, 67.2, 67.3, 67.4, 67.5, 67.6, 67.7, 67.8, 67.9, 68.0, 68.1, 68.2, 68.3, 68.4, 68.5, 68.6, 68.7, 68.8, 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173.3, 173.4, 173.5, 173.6, 173.7, 173.8, 173.9, 174.0, 174.1, 174.2, 174.3, 174.4, 174.5, 174.6, 174.7, 174.8, 174.9, 175.0, 175.1, 175.2, 175.3, 175.4, 175.5, 175.6, 175.7, 175.8, 175.9, 176.0, 176.1, 176.2, 176.3, 176.4, 176.5, 176.6, 176.7, 176.8, 176.9, 177.0, 177.1, 177.2, 177.3, 177.4, 177.5, 177.6, 177.7, 177.8, 177.9, 178.0, 178.1, 178.2, 178.3, 178.4, 178.5, 178.6, 178.7, 178.8, 178.9, 179.0, 179.1, 179.2, 179.3, 179.4, 179.5, 179.6, 179.7, 179.8, 179.9, 180.0, 180.1, 180.2, 180.3, 180.4, 180.5, 180.6, 180.7, 180.8, 180.9, 181.0, 181.1, 181.2, 181.3, 181.4, 181.5, 1

EXHIBIT 7

FINAL ORDER OF APPORTIONMENT ASSESSMENT PERCENTAGES

City of Auburn Hills	0.46%
Village of Beverly Hills	5.75%
Village of Bingham Farms	0.69%
City of Birmingham	0.11%
Charter Township of Bloomfield	9.54%
City of Bloomfield Hills	1.44%
City of Farmington	0.34%
City of Farmington Hills	28.29%
Village of Franklin	0.21%
City of Keego Harbor	0.32%
City of Lathrup Village	3.06%
City of Orchard Lake Village	0.37%
City of Southfield	38.17%
City of Troy	3.15%
Charter Township of West Bloomfield	<u>8.10%</u>
	100%