

**AGREEMENT REGARDING ROUGE VALLEY SEWAGE DISPOSAL SYSTEM  
BETWEEN  
GREAT LAKES WATER AUTHORITY  
AND  
COUNTY OF WAYNE**

This Agreement Regarding Rouge Valley Sewage Disposal System ("Agreement") is made between the Great Lakes Water Authority, a Michigan municipal authority ("GLWA"), and the County of Wayne, a municipal corporation ("County"). GLWA and the County may be referred to individually as a "Party" or collectively as the "Parties."

Recitals

A. The City of Detroit Water and Sewerage Department ("DWSD") previously owned, operated and maintained a public sewage disposal system by which it supplied sewage disposal services to numerous governmental entities throughout southeastern Michigan; and

B. DWSD assigned its wholesale sewage disposal services contracts to GLWA effective January 1, 2016, pursuant to the Regional Sewage Disposal System Lease between DWSD and GLWA dated June 12, 2015; and

C. Effective January 1, 2016, GLWA leases, operates and maintains the public sewage disposal system and supplies sewage disposal services to numerous governmental entities throughout southeastern Michigan; and

D. The County receives sewage disposal services from GLWA for its Rouge Valley Sewage Disposal System ("RVSDS") which relationship has been governed by a contract dated August 15, 1961, as amended (collectively, the "1961 Contract" and attached as Exhibit C), which expired on August 14, 2011; and

E. The Parties have continued to govern their relationship as though the 1961 Contract was still in full force and effect; and

F. The 1961 Contract requires the County to install and maintain all sewage meters and to replace or repair any meter found to be inaccurate; and

G. The 1961 Contract may be renewed as mutually agreed between the Parties; and

H. At some point in time, DWSD took over the operation, maintenance and repair of the County's sewage flow meters referred to as WC-S-1, WC-S- 2, and WC-S-3 (collectively, the "Meters"); and

I. It is to the collective benefit of the Parties to ensure the accuracy of the Meters; and

J. The Parties have engaged in good faith negotiations on the terms of a new wastewater disposal services contract to replace the 1961 Contract which contract would, as applicable, address the operation, maintenance, repair, replacement and/or relocation of the Meters; and

K. The Parties seek to amend the 1961 Contract to extend *nunc pro tunc* its terms and conditions from August 14, 2011, to July 1, 2021, as though it had never expired; and

L. It is the intent of the Parties to complete negotiations on a new contract to replace the 1961 Contract by July 1, 2021; and

M. The purpose of this Agreement is to provide for (i) the extension of the 1961 Contract, (ii) amendments to the RVSDS service area, and (iii) the operation, maintenance, repair, replacement and/or relocation of the Meters, as applicable, by and at the expense of GLWA in accordance with its charge-making policies, notwithstanding the provisions of the 1961 Contract and otherwise subject to the terms and conditions of this Agreement; and now

Accordingly, the Parties agree as follows:

1. The effective date of this Agreement shall be the last date upon which both Parties have approved this Agreement ("Effective Date") and shall terminate upon the earlier of execution of a new wastewater disposal services contract between the Parties or July 1, 2021.
2. The 1961 Contract is extended *nunc pro tunc* from August 14, 2011, until July 1, 2021, and the related service area map is amended by (i) Exhibit A, which depicts the updated service area resulting in part from the withdrawal of some portions of the RVSDS service area to the Western Townships Utilities Authority, and (ii) Exhibit B, which depicts the location of the WC-S-1 meter and the downstream end of the RVSDS service area.
3. GLWA will, at its expense and in accordance with its charge-making policies, continue to operate, maintain and repair and, upon the Effective Date, undertake the replacement and/or relocation of the Meters, as applicable.
4. On or before July 1, 2021, GLWA will relocate the County's metering point for the WC-S-1 meter to a mutually agreeable location on the Rouge Valley Interceptor upstream of County structure "S-6" and GLWA structure "B097", as each are designated on Exhibit B. Once the County's metering point is agreed upon, the equipment and associated appurtenances from the retired location may be removed by GLWA in its discretion. For the avoidance of doubt, the relocation of the WC-S-1 meter shall not in any way affect the County's continued ownership, operation and maintenance responsibilities of the RVSDS existing as of the Effective Date and depicted on Exhibits A and B.
5. GLWA will obtain and maintain a permit from the County to access the County's property to allow GLWA to perform operation and maintenance functions on the Meters.
6. In the event a new wastewater disposal services contract between the Parties is not executed on or before July 1, 2021, all costs incurred by GLWA related to the replacement and/or relocation of the Meters (including the removal of any equipment and appurtenances as provided in paragraph 4) after the Effective Date shall thereafter be charged back to the County in full via the County's monthly GLWA wastewater bill. The County shall reimburse GLWA in full within 180 days of any charge-back. Reimbursement may be made in up to 6 equal installments.
7. All notices, consents, approvals, requests and other communications (collectively, "Notices") required or permitted under this Agreement shall be given in writing and mailed by first class mail to the addresses identified below. All Notices shall be deemed given on the day of post-marked mailing and must be signed by an authorized representative of a Party.

If to the GLWA:	If to the County:
Chief Executive Officer	Deputy Director DPS/ESG
Great Lakes Water Authority	Wayne County Department of Public Services
735 Randolph, Suite 1900	400 Monroe, Suite 400
Detroit, Michigan 48226	Detroit, Michigan 48226

8. If any provision of this Agreement or its application to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement shall not be affected and shall remain valid and enforceable to the fullest extent permitted by law.
9. This Agreement contains the entire agreement between the Parties and all prior negotiations and agreements are merged into this Agreement. Neither Party has made any representations except those expressly set forth in this Agreement.
10. There are no third-party beneficiaries to this Agreement and this Agreement shall not be construed to benefit any persons other than GLWA and the County.
11. The rights and remedies set forth in this Agreement are not exclusive and are in addition to any of the rights or remedies provided by law or equity. This Agreement and all actions arising under it shall be governed by, subject to, and construed according to the law of the State of Michigan.
12. The rights and benefits under this Agreement shall inure to the benefit of and be binding upon the respective Parties, their agents, successors, and assigns.
13. This Agreement may be executed in any number of counterparts, each of which shall be deemed an accurate representation of this Agreement.
14. Each Party shall be permitted to assign this Agreement to any successor in interest upon prior written notice to and approval of the other Party, such approval not to be unreasonably withheld.
15. All Exhibits to this Agreement are fully incorporated by reference.
16. This Agreement may be amended by written agreement of the Parties, which agreement shall be authorized by each Party's respective governing body.

*(Signatures appear on next page)*

Accordingly, GLWA and the County, by and through their duly authorized officers and representatives, have executed this Agreement.

**County of Wayne:**

By: \_\_\_\_\_  
Warren C. Evans  
Its: Chief Executive Officer  
Date: \_\_\_\_\_

APPROVED BY WAYNE COUNTY  
COMMISSION ON: \_\_\_\_\_

APPROVED AS TO FORM BY  
WAYNE COUNTY CORPORATION COUNSEL:

\_\_\_\_\_  
Signature Date

**Great Lakes Water Authority:**

By: \_\_\_\_\_  
Sue F. McCormick  
Its: Chief Executive Officer  
Date: \_\_\_\_\_

APPROVED BY GLWA  
BOARD OF DIRECTORS ON: \_\_\_\_\_

APPROVED AS TO FORM BY  
GLWA GENERAL COUNSEL:

\_\_\_\_\_  
Signature Date

Exhibit A  
Amended Service Area Map

This Exhibit A consists of three (3) documents entitled:

Exhibit A1, "Rouge Valley Sewage Disposal System Service Area";

Exhibit A2, "Rouge Valley Sewage Disposal System Service Area – Detail for City of Northville and Northville Township"; and

Exhibit A3, "Rouge Valley Sewage Disposal System Service Area – Detail for City of Plymouth, Plymouth Township & Canton Township".

Exhibit B  
Amended Service Area Map Depicting Existing Location of WC-S-1 Meter; County Structure "S-6";  
and GLWA Structure "B097"

This Exhibit B consists of one (1) document entitled, "Rouge Valley Sewage Disposal System - Interceptor System Schematic – Downstream End of System".

Exhibit C  
1961 Contract and Associated Amendments

This Exhibit C consists of four (4) documents including:

The 1961 Contract;

Amendment No. 1 to Sewage Service Agreement, dated June 13, 1983;

Amendment No. 2 to Sewage Disposal Agreement, dated August 29, 1984; and

Amendment No. 3 to Sewage Disposal Agreement dated March 1, 1988.