

CLINTON RIVER WATER RESOURCE RECOVERY FACILITY

INTERJURISDICTIONAL AGREEMENT

*Entered into between the CRWRRFDD, the COPWTFDD, and
the Charter Township of Waterford*

THIS AGREEMENT, made and entered into as of the ___ day of _____, 2018, by and between the CLINTON RIVER WATER RESOURCE RECOVERY FACILITY DRAINAGE DISTRICT (“CRWRRFDD”), a drainage district organized pursuant to Chapter 20 of Act 40 of the Public Acts of Michigan, 1956, as amended, the CITY OF PONTIAC WASTEWATER TREATMENT FACILITY DRAINAGE DISTRICT (“COPWTFDD”), a drainage district organized pursuant to Chapter 20 of Act 40 of the Public Acts of Michigan, 1956, as amended, and the CHARTER TOWNSHIP OF WATERFORD, a Michigan charter township (the “Township”)] located in the County of Oakland, State of Michigan, (collectively, the “Parties”).

WITNESSETH:

WHEREAS,

The Clinton River Water Resource Recovery Facility Drainage District (“CRWRRFDD”) was established on February 28, 2017, pursuant to Chapter 20 of Act 40 of the Public Acts of Michigan of 1956, to acquire and construct the Clinton River Water Resource Recovery Facility (the “CRWRRF”) as improvements to the wastewater treatment plant formerly known as the City of Pontiac Wastewater Treatment Plant. The plant as improved is now known as the CRWRRF.

The CRWRRF currently provides wastewater treatment service for wastewater discharges that are conveyed, in whole or in part, from users and premises located within the Township to the CRWRRF (“Covered Discharges”).

The Township’s discharges to the CRWRRF are made pursuant and subject to an agreement entitled the “Clinton-Oakland Sewage Disposal System, 2013 Inter-Municipal Contract,” as amended or restated (the “2013 COSDS Inter-Municipal Contract”).

The 2013 COSDS Inter-Municipal Contract requires the Township to comply with all local, State, and Federal laws, ordinances, rules, regulations, and orders applicable to the service area with reference to wastewater characteristics, collection and disposal, and water pollution control (2013 COSDS Inter-Municipal Contract, Paragraph 15, “Compliance with Laws and Regulations.”)

The 2013 COSDS Inter-Municipal Contract also requires the Township to adopt and enforce an ordinance pertaining to the use, design, and construction of sewers, and the discharge of commercial and industrial wastes into sewers, where such sewers are tributary to the CRWRRF. The Township’s ordinance must be consistent with and at least as stringent as all applicable provisions of the pertinent ordinance adopted by the City of Pontiac, as may be amended from

time to time, to comply with State and Federal regulations concerning sewerage. (2013 COSDS Inter-Municipal Contract, Paragraph 16, “Industrial Wastewater Control.”)

The City of Pontiac Wastewater Treatment Facility Drainage District (“COPWTFDD”) is the current NPDES permittee and “Control Authority” for the CRWRRF as provided by the COPWTFDD’s NPDES Permit and other Applicable Pretreatment Laws and Regulations. It is expected that the NPDES permit will subsequently be issued to the CRWRRFDD and the CRWRRFDD will thereafter be the Control Authority for the CRWRRF. All references below in this Agreement to “Drainage District” shall mean (singly or collectively and as applicable depending on the context in which the term is used) the COPWTFDD and/or the CRWRRFDD. References below in this Agreement to “Drainage District” shall also include all successor drainage districts that may exist now or in the future and all future assignments.

The Drainage District’s NPDES Permit and Michigan Administrative Code, Rule 323.2306(a) require the Drainage District to have the legal authority and interjurisdictional agreements (such as this Agreement) with all governmental jurisdictions that are tributary to the CRWRRF (such as the Township). The legal authority and interjurisdictional agreement must provide the basis for, and identify the agency responsible for, the implementation and enforcement of the Drainage District’s approved Industrial Pretreatment Program (“IPP”) throughout the CRWRRF’s service area and within the tributary governmental jurisdiction’s boundaries. At a minimum, the legal authority and necessary interjurisdictional agreements must include the authority to carry out the activities specified in Michigan Administrative Code, Rule 323.2306(a). The legal authority and interjurisdictional agreements must be enforceable in State and Federal Courts.

In November 2015, the Michigan Department of Environmental Quality (“MDEQ”) issued a Violation Notice to the Drainage District. The MDEQ Violation Notice was based in part on Drainage District’s failure to provide adequate legal authority to implement and enforce the approved IPP throughout the CRWRRF service area in violation of Michigan Administrative Code, Rule 323.2306 and Drainage District’s NPDES Permit.

The November 2015 MDEQ Violation Notice found that although the 2013 COSDS Inter-Municipal Contract required tributary governmental jurisdictions to adopt IPP-related ordinance provisions at least as stringent as the Pontiac ordinance, the 2013 COSDS Inter-Municipal Contract did not delegate the authority to enforce those provisions in each of the tributary governmental jurisdictions as required by Michigan Administrative Code, Rule 323.2306 and Drainage District’s NPDES Permit. The November 2015 MDEQ Violation Notice also found deficiencies in the correlation between the City of Pontiac IPP-related ordinance provisions and the City of Pontiac’s Code of Ordinances. The November 2015 MDEQ Violation Notice ordered the Drainage District to take appropriate action to secure the legal authority to implement and enforce the approved IPP in the tributary governmental jurisdictions.

In December 2017, the City of Pontiac enacted a new Article III (“Sewer Use and Pretreatment”) of Chapter 118 (“Utilities”) of the Pontiac Municipal Code (the “Clinton River Water Resources Recovery Facility Sewer Use Ordinance” or “CRWRRF SUO”). The new CRWRRF SUO was enacted to enable the Drainage District to meet its legal obligations for the CRWRRF under its

NPDES Permit, Michigan Administrative Code, Rule 323.2306, and other Applicable Pretreatment Laws and Regulations.

The new CRWWRF SUO provides that any local units of government such as the Township that are tributary to and discharge wastewater to the CRWRRF (“Covered Discharges”) must, as a condition to discharge, adopt and keep in force and up-to-date a sewer use ordinance that is essentially identical to the CRWWRF SUO with respect to IPP-related standards and requirements (referred to in this Agreement as the “Interjurisdictional Agreement Sewer Use Ordinance” or “IJA SUO”); and enter into an interjurisdictional agreement, such as this Agreement, that allows the Drainage District, as the designated control authority for the CRWRRF, to implement and enforce its IPP with regard to users throughout the CRWRRF’s service area and regardless of jurisdictional or political boundaries.

Both the IJA SUO and this Agreement expressly designate, empower, and authorize the Drainage District to act as the agent and representative of tributary local units of government like the Township for purposes of administering and enforcing the IJA SUO and associated IPP within each such local unit of government with respect to Covered Discharges.

This Agreement is necessary for the Drainage District to meet its obligations under its NPDES Permit, Michigan Administrative Code, Rule 323.2306, and other Applicable Pretreatment Laws and Regulations; and to ensure that the Drainage District has the proper legal authority to administer, implement, and enforce the CRWRRF SUO and the IJA SUO and associated IPP regulations with regard to users throughout the CRWRRF’s service area and regardless of jurisdictional or political boundaries.

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

1. Definitions. The following terms as used in this Agreement shall be given the meanings as set forth below.

“Applicable Pretreatment Laws and Regulations” means all applicable local, state, and federal laws, regulations, and rules applicable to wastewater characteristics, collection and disposal, pretreatment and control including, but not limited to, the CRWRRF SUO; the IJA SUO; the terms, conditions, and requirements of any notice, order, permit, decision or determination promulgated, issued or made thereunder; the Drainage District’s NPDES Permit; the Federal Water Pollution Control Act (the “Clean Water Act”), as amended, 33 USC 1251, et seq.; the General Pretreatment Regulations (40 CFR Part 403); Part 31 of Act 451 of the Public Acts of Michigan of 1994, MCL §§ 324.3101 et seq., as amended (“Water Resources Protection”); and the rules, Michigan Administrative Code, R 323.2301 et seq., as amended, promulgated pursuant to Sections 3103, 3106, and 3109 of Part 31 of Act 451 of the Public Acts of Michigan of 1994, as amended (“Pretreatment”); final orders of any state or federal courts of competent jurisdiction; and final orders or determinations of local, state, or federal agencies or officials of competent jurisdiction.

“As amended” means as amended from time to time.

“City of Detroit” means the City of Detroit, Michigan, a Michigan home rule city, located in Wayne County, Michigan. References in this Agreement to wastewater system facilities owned or operated by the City of Detroit mean and include such facilities, if any, that may now be leased and/or operated by the Great Lakes Water Authority (“GLWA”), a regional water and sewer authority created in January 2016 under the authority of Act 233, Public Acts of Michigan, 955. Similarly, references in this Agreement to wastewater treatment related contracts where the City of Detroit was one of the original parties mean and include such contracts, if any, where the GLWA may since have assumed the City of Detroit’s obligations or become a party under those contracts or where the GLWA may otherwise be the City of Detroit’s successor in interest or assignee of such contracts.

“Covered Discharge” means any discharge from the Township (including discharges from Users and Premises located within the Township) that is conveyed or transported by any means, in whole or in part, directly or indirectly, to the CRWRRF.

“COPWTFDD” or “City of Pontiac Wastewater Treatment Facility Drainage District” means the drainage district organized pursuant to Chapter 20 of Act 40 of the Public Acts of Michigan of 1956, as amended, and includes the COPWTFDD’s designated agents and authorized representatives. The COPWTFDD includes any and all successor drainage districts that may exist now or in the future and any future assignments.

“CRWRRF” or “Clinton River Water Resource Recovery Facility” means the Clinton River Water Resource Recovery Facility that is located within the City of Pontiac and that is owned by the CRWRRFDD (formerly known as the City of Pontiac Wastewater Treatment Plant). The CRWRRF includes the facilities known as the Auburn Plant and the East Boulevard Plant, and all devices, processes and systems used in the storage, treatment, recycling or reclamation of wastewater, sewage or sludge, as now or hereafter added to, extended, or improved.

“CRWRRF SUO” or “Clinton River Water Resources Recovery Facility Sewer Use Ordinance” means Article III (“Sewer Use and Pretreatment”) of Chapter 118 (“Utilities”) of the Pontiac Municipal Code, as amended.

“CRWRRFDD” or “Clinton River Water Resource Recovery Facility Drainage District” means the drainage district organized pursuant to Chapter 20 of Act 40 of the Public Acts of Michigan of 1956, as amended, and includes the CRWRRFDD’s designated agents and authorized representatives. The CRWRRFDD includes any and all successor drainage districts that may exist now or in the future and any future assignments.

“Discharge” means the discharge or introduction of waste, wastewater, effluent or pollutants to the CRWRRF, whether intentional or unintentional, and whether directly (such as through a sewer, pipe, collection system, approved sewer connection, or other discharge point) or indirectly (including, but not limited to, sources such as inflow and infiltration).

“Drainage District” means the City of Pontiac Wastewater Treatment Facility Drainage District (“COPWTFDD”) and/or the Clinton River Water Resource Recovery Facility Drainage District (“CRWRRFDD”), as applicable and appropriate to the context used. Drainage District includes the Drainage District’s designated agents and authorized representatives, and all successor drainage districts that may exist now or in the future and all future assignments.

“GLWA” or “Great Lakes Water Authority” means the regional water and sewer authority created in January 2016 under the authority of Act 233 of the Public Acts of Michigan of 1955 and includes GLWA’s successors and assigns.

“IJA SUO” or “Interjurisdictional Agreement Sewer Use Ordinance” means the ordinance adopted by the Township as required by Paragraph 2 of this Agreement.

“IPP” or “Industrial Pretreatment Program” means an industrial pretreatment program as required by Part 23 (“Pretreatment”), Michigan Administrative Code, R 323.2301 et seq., as amended, (the “Michigan Pretreatment Rules”), and the equivalent federal provisions under the Federal Water Pollution Control Act (also known as the “Clean Water Act”), as amended, 33 USC 1251, et seq.; and the General Pretreatment Regulations (40 CFR part 403). References in this Agreement to “IPP-related” requirements or provisions shall mean requirements or provisions that are a part of the CRWRRF’s Industrial Pretreatment Program as submitted to and approved by MDEQ from time to time and that, if changed, would require further approval by MDEQ as a modification (either substantial or insubstantial) of the CRWRRF’s approved program under the Michigan Pretreatment Rules.

“MDEQ” means the Michigan Department of Environmental Quality (or the MDEQ’s successor agency).

“NPDES Permit” means a National Pollutant Discharge Elimination System permit issued from time to time pursuant to Section 402 of the Act.

“OMID System” means the Oakland-Macomb Interceptor Drain System as it now exists or as it may be hereafter added to, extended, or improved.

“OMIDDD” or “Oakland-Macomb Interceptor Drain Drainage District” means the drainage district organized pursuant to Chapter 21 of Act 40 of the Public Acts of Michigan of 1956, as amended. The OMIDDD includes any and all successor drainage districts that may exist now or in the future and any future assignments.

“Person” means any individual, partnership, co-partnership, firm, company, association, society, corporation, joint stock company, trust, estate, governmental entity, school district, or any other legal entity or its legal representatives, agents or assigns.

“Premises” means a lot, tract, parcel or plot of land, or a building, structure, facility, or installation, or any part thereof, having any connection, directly or indirectly, to the CRWRRF, or from which there is a discharge of “Covered Discharges.”

“User” means any person who contributes, causes or permits the contribution, introduction or discharge of Covered Discharges, whether intentional or unintentional, and whether directly or indirectly. User includes any local unit of government that discharges “Covered Discharges” to the CRWRRF, as well as the individual Users and Premises located within the local unit of government.

“Water Resources Commissioner” or “WRC” means the Oakland County Water Resources Commissioner. All references in this Agreement to the WRC mean the WRC acting in the WRC’s capacity as the agent for the Drainage District. “Water Resources Commissioner” or “WRC” includes the Commissioner’s designated agents and authorized representatives, including, but not limited to, the WRRF Superintendent.

“WRRF Superintendent” means the person designated by the WRC, to perform on behalf of the WRC, such actions as provided by the IJA SUO and/or the CRWRRF SUO, including, but not limited to, the implementation of those ordinances and the supervision, management, and operation of the CRWRRF. References to “WRRF Superintendent” include the WRRF Superintendent’s designated agents and authorized representatives.

2. Adoption of IJA Sewer Use Ordinance. The Township agrees that it shall adopt, and keep continually in force and up-to-date, an Interjurisdictional Agreement Sewer Use Ordinance as provided by this Paragraph 2 (hereinafter referred to as the Township’s “IJA SUO”).

A. The IJA SUO adopted by the Township shall apply only to Covered Discharges and any sewers, pipes, and related equipment and facilities (public or private) that collect, convey, transport, or discharge, in whole or in part, directly or indirectly, Covered Discharges to the CRWRRF.

B. To ensure the uniformity and consistency of the IPP-related standards and requirements of the IJA SUOs adopted by each of the local units of government tributary to the CRWRRF, the Drainage District will provide a template IJA SUO for use by the Township to meet the requirements of this Paragraph 2. The requirements and provisions of the template IJA SUO shall be adopted by the Township as written and without change except changes approved in advance by the WRC that are necessary to reflect that the IJA SUO ordinance is being adopted as an ordinance of the Township.

C. The Township shall proceed to adopt the IJA SUO in the form approved by the WRC as provided by Paragraph 2(B) to become fully effective as an ordinance of the Township no later than 180 days after the effective date of this Agreement. The Township shall notify the WRC upon final enactment of the IJA SUO and shall send a copy of the ordinance as enacted to the WRC.

D. The Township shall keep its IJA SUO continually up-to-date through amendments as required by the WRC from time to time, as required by the CRWRRF SUO and in accordance with Applicable Pretreatment Laws and Regulations. The WRC shall notify the Township in writing of any amendments made by the WRC to the CRWRRF SUO for which similar

amendments are required to be made by the Township to the IJA SUO. Upon receipt of notice from the WRC, the Township shall proceed to adopt the amendments to the IJA SUO in a prompt manner; provided that the Township hereby states its intent that any such ordinance amendments shall become fully effective as a law of the Township no later than 180 days after the date of receipt by the Township of the notice from the WRC. The Township shall notify the WRC upon final enactment of all such amendments to the Township's IJA SUO and shall send a copy of the ordinance as amended to the WRC.

E. Except as provided by Paragraph 2(D), the Township shall not amend any provisions of the Township's IJA SUO without prior review and approval of the proposed amendment by the WRC to ensure that such amendment would not be inconsistent with the purposes and requirements of this Agreement and Applicable Pretreatment Laws and Regulations. The Township shall notify the WRC in writing of any proposed amendments that the Township is considering.

F. Adoption (and subsequent amendment) of the IJA SUO as provided by this Paragraph by the Township shall be deemed to satisfy the provisions of Paragraph 16 ("Industrial Wastewater Control") of the 2013 COSDS Inter-Municipal Contract that require each tributary local unit of government to adopt and enforce an ordinance pertaining to the discharge of nondomestic wastes into sewers that is consistent with and at least as stringent the IPP-related requirements in the CRWRRF SUO, as amended from time to time.

3. Designation of WRC as Agent; Authorized Local Official. The Township hereby designates, authorizes, and empowers the WRC to act in the WRC's capacity as agent for the Drainage District as the Township's principal agent and representative for purposes of administering and enforcing the IJA SUO within the Township with respect to Covered Discharges and any sewers, pipes, or related equipment and facilities that collect, convey, transport, or discharge, in whole or in part, directly or indirectly, Covered Discharges to the CRWRRF.

A. This designation includes the minimum legal authority of the WRC acting in the WRC's capacity as agent for the Drainage District to develop, implement, and administer an IPP within the Township with respect to Covered Discharges consistent with the provisions and requirements of the IJA SUO, the CRWRRF SUO, and as provided by Applicable Pretreatment Laws and Regulations, including, but not limited to, the authority of the WRC to do all of the following:

- (1) Identify and locate all Users or Premises in the Township that may be discharging to the CRWRRF and may be subject to pretreatment standards or requirements under the IJA SUO, the CRWRRF SUO, or other Applicable Pretreatment Laws and Regulations; identify the character and volume of the discharges from those Users or Premises; notify those Users or Premises of applicable pretreatment standards and requirements; and receive and analyze reports and other notifications submitted by those Users or Premises in accordance with the IJA SUO, the CRWRRF SUO, and other Applicable Pretreatment Laws and Regulations.

- (2) Deny or impose conditions on discharges from each User or Premises to the CRWRRF that do not meet the standards and requirements of the IJA SUO, the CRWRRF SUO, or other Applicable Pretreatment Laws and Regulations, or that may cause the Drainage District to violate its NPDES Permit.
- (3) Require Users and Premises to comply with all applicable standards and requirements under the IJA SUO, the CRWRRF SUO, or other Applicable Pretreatment Laws and Regulations.
- (4) Take random samples, conduct inspections and surveillance activities and monitoring of each User or Premises, and take such other actions to independently assess and ensure compliance with the IJA SUO, the CRWRRF SUO, or other Applicable Pretreatment Laws and Regulations.
- (5) Enter any property or Premises from which there may be a source of discharges to the CRWRRF for the purposes authorized by the IJA SUO, the CRWRRF SUO, or other Applicable Pretreatment Laws and Regulations.
- (6) Immediately and effectively halt or prevent any discharge that might present an imminent endangerment to public health or welfare; and also to halt or prevent any discharge that might endanger the environment, pass-through, or interfere with CRWRRF treatment processes, or cause the Drainage District to violate its NPDES Permit, consistent with the requirements and procedures applicable to halting or preventing any such discharge as provided by the IJA SUO, the CRWRRF SUO, or other Applicable Pretreatment Laws and Regulations. If the WRC determines that it can do so consistent with Applicable Pretreatment Laws and Regulations and the Drainage District's NPDES Permit, the WRC shall, to the extent reasonably possible under the circumstances, attempt to limit its action to halt or prevent any such discharge to the known specific source or sources of the discharge.
- (7) Control discharges to the CRWRRF from each User or Premises through User Permits issued by the WRC.
- (8) Take enforcement action against any User or Premises under the IJA SUO, the CRWRRF SUO, or other Applicable Pretreatment Laws and Regulations, including the authority to immediately and independently investigate, enforce, and prosecute (administratively or judicially, and civilly or criminally) any violation of the IJA SUO or the CRWRRF SUO, or of any notice, order, permit, decision or determination promulgated, issued or made thereunder, and to otherwise implement the requirements of the IJA SUO, the CRWRRF SUO, and other Applicable Pretreatment Laws and Regulations. In all cases, the WRC shall have principal responsibility for matters regarding discharges of wastewater to the CRWRRF Users and Premises regulated under the IJA SUO, the CRWRRF SUO, or other Applicable Pretreatment Laws and Regulations; and the WRC shall have

the ability to act independently of the Township regarding such matters and without the Township's approval.

B. The Township also hereby designates, authorizes, and empowers the WRC acting in the WRC's capacity as agent for the Drainage District, the WRRF Superintendent, any sworn law enforcement officer, and any other persons so designated by the WRC or the Township as being among the officials authorized to issue municipal civil infraction notices and citations to Users or Premises for violations of the IJA SUO or the CRWRRF SUO, as applicable.

C. The Township agrees that it will take all other actions required by law if and as necessary to implement the provisions of this Agreement.

4. Acceptance, Treatment, and Disposal of Covered Discharges. The CRWRRF will accept, provide treatment, and dispose of Covered Discharges as provided by the terms, conditions, and requirements of the 2013 COSDS Inter-Municipal Contract and consistent with the terms, conditions, and requirements of this Agreement, provided that if there is a conflict between the terms, conditions, and requirements of the 2013 COSDS Inter-Municipal Contract and this Agreement with respect to the matters addressed by this Agreement, the terms, conditions, and requirements of this Agreement shall control.

A. All discharges from the Township, including from any User or Premises located within the Township, to the CRWRRF shall be subject to and fully comply with the requirements of the IJA SUO, the CRWRRF SUO, the terms, conditions, and requirements of any notice, order, permit, decision or determination promulgated, issued or made thereunder, and the requirements of other Applicable Pretreatment Laws and Regulations.

B. The Township agrees that it will comply with all Applicable Pretreatment Laws and Regulations; and that it shall take all such steps that are necessary to ensure that all requirements of Applicable Pretreatment Laws and Regulations are met by Users or Premises located within the Municipality before allowing any connection to be made to a public sewer that conveys Covered Discharges.

C. Nothing in this Agreement (or any other agreement between the Parties, or between any of the Parties and any other person or entity) shall be construed: (1) to nullify or conflict with any provision of this Agreement regarding the application and binding regulatory effect of the IJA SUO, the CRWRRF SUO, the terms, conditions, and requirements of any notice, order, permit, decision or determination promulgated, issued or made thereunder, or other Applicable Pretreatment Laws and Regulations, on discharges to the CRWRRF; or (2) to limit in any way the WRC's power, authority and discretion acting in the WRC's capacity as agent for the Drainage District to administer and enforce Applicable Pretreatment Laws and Regulations with respect to such discharges, either on behalf of the Drainage District or as the agent and representative of the Township for the purposes as provided by this Agreement.

D. The failure or refusal by the Township to fully and timely comply with any of the terms, conditions, or requirements of this Agreement constitutes sufficient cause for the WRC to refuse or terminate discharges from the Township to the CRWRRF; provided that nothing in this

Agreement shall be construed to limit the WRC's power, authority, and discretion acting in the WRC's capacity as agent for the Drainage District to refuse or terminate such discharges under Applicable Pretreatment Laws and Regulations. If the WRC takes action to refuse or terminate discharges based on a Township's failure or refusal to comply with this Agreement, the WRC shall provide notice to the Township of its decision prior to or concurrent with the action taken. Further, if the WRC subsequently determines that the Township has returned to full compliance with the requirements of this Agreement, the WRC shall take such actions as are reasonably necessary to allow the Township to recommence discharges to the CRWRRF as otherwise provided by this Agreement. The WRC may bill the Township for all costs incurred by the WRC in terminating discharges or allowing discharges to recommence for the Township's failure to comply with the requirements of this Agreement.

E. If the Township fails or refuses to fully and timely comply with any of the terms, conditions, or requirements of this Agreement, the Drainage District shall have the authority to pursue in a court of competent jurisdiction all available legal and equitable relief or remedies against the Township (and/or Users or Premises located in the Township) as may be appropriate under the circumstances. The relief and remedies may include, but shall not be limited to, asking the court to issue and enforce any judgment, writ, or order, including temporary or permanent injunctive relief, damages, penalties, costs, and any other relief, at law or equity, that a court may order, including termination of the Township's contractual right to discharge to the CRWRRF. The prevailing party in any lawsuit shall be entitled to recover its costs, including without limitation, expert expenses, filing fees, discovery costs, attorneys' fees and other costs its incurs to investigate, bring, maintain, and defend any action from its first accrual or first notice thereof though all appellate and collection proceedings.

5. Most Stringent or Restrictive Pretreatment Standards or Requirements Apply. Wastewater from the Township that is discharged in whole or in part to sewers that are also tributary to the OMID System and are treated by treatment facilities other than the CRWRRF may be subject to laws, ordinances, rules, and regulations that are different than the IJA SUO, the CRWRRF SUO, and related regulations established by the WRC. In all cases, however, and notwithstanding any provision of this Agreement to the contrary (or of any other agreement between the Parties, or between any of the Parties and any other person or entity), the most stringent or restrictive discharge standards and requirements applicable to the Township's discharges shall control, whether established by the IJA SUO, the CRWRRF SUO, and other Applicable Pretreatment Laws and Regulations, or by the laws, ordinances, rules, and regulations applicable to the OMID System or the GLWA.

6. Change in Territory. No change in the jurisdiction over any territory in the Township shall impair in any manner the Township's obligations under this Agreement. If all or any part of the territory of the Township becomes a part of the territory of another local governmental unit, the other local governmental unit shall assume the obligations under this Agreement with respect to Covered Discharges that originally applied to that territory when it was a part of the Township.

7. Entire Agreement. This Agreement contains the final, entire, and exclusive agreement between the Parties with respect to the subject matter addressed by this Agreement,

and all prior negotiations and agreements are merged into this Agreement. Neither party to this Agreement has made any representations except those expressly set forth in this Agreement, and no rights or remedies are, or shall be, acquired by either party by implication or otherwise unless expressly set forth in this Agreement.

8. Amendments. Nothing in this Agreement shall limit the ability of the Parties to negotiate amendments to this Agreement. No amendment or waiver of this Agreement shall be binding unless executed in writing executed by persons with legal authority to bind the respective Parties to this Agreement. No waiver of any provision of this Agreement shall constitute a waiver of any other provision nor shall any waiver of any provision of this Agreement constitute a continuing waiver unless otherwise expressly provided.

9. Enforceability. If any part of this Agreement is held by a Court of competent jurisdiction to be illegal or unenforceable or rendered invalid or unenforceable by state or federal law, such event shall not be deemed to affect the validity of any other portion hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

10. Governing Law. 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. Each party to this Agreement agrees, consents and submits to the personal jurisdiction of any state or federal court of competent jurisdiction in Michigan, for any action arising out of this Agreement.

11. Construction. This Agreement has been prepared and negotiations have occurred in connection with said preparation pursuant to the joint efforts of the parties. This Agreement therefore shall not be construed against any party to this Agreement. The headings of the paragraphs of this Agreement are for convenience only and shall not be used to construe or interpret the scope or intent of this Agreement or in any way affect the same.

12. Effective Date; Term; Renewal; Cessation of Discharge upon Termination. This Agreement shall terminate on October 22, 2039, unless automatically renewed as provided by this Paragraph or until such time that there are no further discharges of “Covered Discharges” from within the Township, whichever is later.

A. This Agreement shall automatically renew at the conclusion of the initial term ending on October 22, 2039 for an additional ten (10) year term unless the Township provides written notification to the WRC on or before October 22, 2033 stating its intent not to renew this Agreement. Thereafter, this Agreement shall automatically renew every ten (10) years for an additional ten (10) year term, unless the Township provides written notification to the WRC on or before the conclusion of the fourth year of the then current ten (10) year term stating its intent not to renew this Agreement. The automatic renewals of this Agreement shall not preclude a review of its terms and the Parties are encouraged to reaffirm or amend its terms as necessary. The Parties may, in writing, mutually agree upon a longer renewal term.

B. If this Agreement terminates at the conclusion of the initial term or is not renewed for additional successive periods as provided by this Paragraph, or is for any reason at any time otherwise terminated, effective as of the date of such termination, all discharges from within the Township to the CRWRRF shall immediately cease upon direction of the WRC and the Township shall not thereafter recommence discharge to the CRWRRF without written authorization from the WRC; and provided further that if the discharges are not immediately ceased as directed by the WRC, the WRC may take such action as it determines necessary to physically block the sewer connections and may bill the Township for the costs incurred by the WRC in taking such action.

13. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

14. Execution. This Agreement may be executed in any number of counterparts.

15. Relationship of Parties. Nothing in this Agreement and no action taken pursuant hereto shall cause the Parties to be treated as a partnership, joint venture, association, authority, or other common entity.

16. Third-Party Beneficiaries. This Agreement is not intended to be a third-party beneficiary contract and confers no rights on anyone other than the Parties hereto.

17. Notices. Notices of a legal nature shall be sent by certified first-class mail, postage prepaid, return receipt requested, as follows:

If to the Drainage District or WRC:

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

If to the Township:

Charter Township of Waterford
Department of Public Works
Attn: Director
5240 Civic Center Drive
Waterford, MI 48329

Charter Township of Waterford
Attn: Township Supervisor
5200 Civic Center Drive
Waterford, MI 48329

All Notices shall be deemed given on the day of post-marked mailing. Any Notice given by a party hereunder must be signed by an authorized representative of such party.

[The rest of this page is intentionally left blank.]

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

CITY OF PONTIAC WASTEWATER
TREATMENT FACILITY DRAINAGE
DISTRICT

Executed on _____, 2018

By: _____
Jim Nash, Chairperson

Approved at a meeting of the drainage board on: _____

CLINTON RIVER WATER RESOURCE
RECOVERY FACILITY DRAINAGE DISTRICT

By: _____
Jim Nash, Chairperson

Approved at a meeting of the drainage board on: _____

CHARTER TOWNSHIP OF WATERFORD

Executed on _____, 2018

By: _____
Gary D. Wall, Township Supervisor