

**WASTEWATER TREATMENT CAPACITY AND SERVICES AGREEMENT**  
**BETWEEN**  
**SCIO TOWNSHIP**  
**AND**  
**THE CITY OF ANN ARBOR**

This Wastewater Treatment Capacity and Services Agreement dated effective \_\_\_\_\_, 2014 (“Agreement”) between the City of Ann Arbor, a Michigan municipal corporation (hereinafter “City”), and the Scio Township, a Michigan municipal corporation (hereinafter “Township”), is evidence of the following:

The City is the owner and operator of the Ann Arbor Area Waste Water Treatment Plant (“Plant”), which was constructed in part with Grant funds, and the owner and operator of a sewage collection system (“Sewage Collection System”) in the County of Washtenaw, State of Michigan. Together the Plant and Sewage Collection System are referred to in this Agreement to as “City System”.

The Township is the owner and operator of a sewage collection system (“Township System”) in Washtenaw County, Michigan.

The Township currently purchases sewage treatment capacity and services from the City and the City provides sewage treatment capacity and services to the Township in accordance with a Wastewater Treatment Contract dated September 18, 1984, as amended in or around January 1999 and again on October 12, 2000, and in accordance with a Supplemental Sewage Treatment Agreement dated September 15, 1986.

The Township and the City are desirous of continuing an arrangement whereby a portion of the output of sanitary sewage from the Township will be transported to and treated in the City System, subject to the terms, conditions and limitations set forth below, which are different than the terms, conditions and limitations of the Wastewater Treatment Contract dated September 18, 1984, as amended, and the Supplemental Sewage Treatment Agreement dated September 15, 1986.

DEFINITIONS

**Delivery Points:** “Delivery Points” means the points where the Township System connects with the City System and the City System receives flow from the Township System. The Delivery Points are shown on Exhibits A through C, where each is identified as “Sanitary Sewer Connection Point,” and are more specifically described as follows:

Exhibit A: Arborview Boulevard at Revena Place, specifically manhole ID 71-67526

Exhibit B: West Liberty Street, east of I-94, specifically manhole ID 71-67596

Exhibit C: Riverwood Drive, approximately 141 feet south of the center line of Timber Trail, specifically manhole ID 71-68482

**Service Connection:** “Service Connection” means the connection of an individual customer to the City System.

**Connection Charge:** “Connection Charge” means a fee for a Service Connection that recovers a portion of the common assets of the system such as wastewater treatment plant, trunk lines and pump stations.

## TERMS AND CONDITIONS

Based upon the mutual promises contained below, the City and Township agree as follows:

1. Termination of Prior Contract and Supplemental Agreement The City and Township agree that the September 18, 1984, Wastewater Treatment Contract, as amended in or around January 1999 and again on October 12, 2000, and the September 15, 1986, Supplemental Sewage Treatment Agreement are terminated as of the effective date of this Agreement and this Agreement supersedes both the September 18, 1984, Wastewater Treatment Contract, as amended, and the September 15, 1986, Supplemental Sewage Treatment Agreement.

2. Acceptance of Sanitary Sewage from Certain Areas for Treatment The City agrees to take sewage into the City System for treatment from Township areas specified in 2(b) below under the following stipulation:

(a) Guaranteed Plant Capacity Except as limited by Sections 2(b), 4 and 9, the City guarantees to the Township that the City will take from the Township sewage flow that is equal to the Township’s share of the total Plant capacity as designed in the May 1976 Washtenaw County Final Facilities Plan (“Plan”) pursuant to the application for Wastewater Treatment Grant (C262539) (“Grant”), which share is 2.05/28.5 (“Township Share”). More specifically, the City will take sewage flow from the Township, and the Township shall limit (not exceed) the sewage flow from the Township to the City, as follows (“Guaranteed Capacity”):

- i) 2.05MGD (million gallons per day, on a monthly basis); and
- ii) No sewage flow other than as explicitly provided in this Agreement.

(b) Limits on New Connections If the number of new connections to the City System, the flow to, or the design capacity of the Plant is limited as the result of a mandate or permit condition of the U.S. Environmental Protection Agency, the Michigan Department of Environmental Quality (“MDEQ”), or a successor agency of either, future flow from new connections to the City System from the Township System may be limited by the City in the same manner and proportion as limitations imposed on all other municipalities served by the Plant, including the City, but only as follows:

- i) Limits on Plant Capacity If the limit is imposed on Plant capacity, in no event shall the proportionate reduction in the Plant capacity allocated to the Township be greater than the proportion of the Township Share to the total capacity of the Plant, as stated in Section 2(a) above. The City will provide the Township with reasonable prior written notice before instituting such a policy and allow the Township and other municipalities served by the Plant an opportunity to comment upon the limitations.
- ii) The City shall not limit flow or connections from the Township System unless the Township exceeds its Guaranteed Capacity, as may be modified by any proportional limitation as provided above, and such limitation shall only be as to new connections to those parts of the Township System. (this sentence appears to conflict with the previous sentence, one limiting capacity and the other saying it won't be limited)
- iii) Limits on Collection Capacity If the limit is imposed on flow as the result of lack of capacity of the Sanitary Sewer Mains that transport wastewater flow from new connections to the Township System, the City will provide the Township with reasonable prior written notice before instituting a policy limiting such flow and allow the Township and other municipalities served by the Plant an opportunity to comment upon the limitations. Any reduction in the Township's new allowable sewer connections shall be in the same proportion as the Township Share of the total capacity of the Plant as set forth in Section 2(a) above.

Any mitigation procedures required by the MDEQ for new connections shall be applied to the Township in the same manner as applied to the City and other municipalities served by the Plant. Any Sanitary Sewer Improvements required for new connections that may be otherwise limited by this Subsection 2(b)(iii) shall be in accordance with Section 9 below.

- (c) Service Area and Capacity Allocation The areas of the Township from which the City will receive the sewage flow are shown in Exhibit D.
  - i) Capacity at each delivery point shall be:
    - Arborview Boulevard at Revena Place – 1.44 mgd
    - West Liberty Street, east of I-94 – 0.57 mgd
    - Riverwood Drive, approximately 141 feet south of the centerline of Timber Trail – 0.04 mgd

New connections contributing flow to the Delivery Point at West Liberty Street, east of I-94, will require offset mitigation. The offset mitigation for the new flow shall follow the then current

offset mitigation program, if any, being applied within the City's Sewage Collection System.

- (d) Changes in Capacity The City is not required to agree to a request from the Township for a change in the Guaranteed Capacity beyond what is set forth herein. Any future change in the Guaranteed Capacity will require the written consent of both parties.
- (e) Changes in Service Area Any changes to the Service Area will require the prior written consent of both parties. Any change in the boundaries of such areas that may increase the Township's Guaranteed Capacity to the Plant shall be made only to the extent that both the Sewage Collection System and the Plant have the capacity to accept and treat such flow, and further provided that any such change in the boundaries shall not increase the Guaranteed Capacity except as otherwise provided in Section 2(c) above. If the change to the Service Area changes the Guaranteed Capacity as set forth in Section 2(a), then the change must be approved by the Ann Arbor City Council. If the change to the Service Area changes the allocation as provided for in Section 2(c) but does not change the Guaranteed Capacity as set forth in Section 2(a), the change may be approved by the City Administrator, upon the recommendation of the Public Services Area Administrator.

3. Compliance with City Ordinance, Rules, Regulations and Policies

- (a) The Township agrees to abide by the Ordinances, Rules, Regulation and Policies of the City relating to connections between the Township System and the City System at the Delivery Points, and relating to Service Connections to the City System. The Township further agrees to adopt and enforce in the Township equivalent Ordinances, Rules, Regulations and Policies. The Township will be allowed a reasonable time to review and comment upon proposed changes to the City Ordinances, Rules, Regulations and Policies affecting connections at Delivery Points and Service Connections to the City System prior to final action by City Council.

4. Limits on New Connections The City may limit new connections that flow to the city system in accordance with Section 2(b), above.

5. Restrictions on Sewage Deposited into City System: Industrial Pretreatment Program The Township understands and agrees that it must abide by certain terms and conditions in order to implement the Industrial Pretreatment Program described in the most current and applicable NPDES Permit issued to the City of Ann Arbor ("NPDES Permit") and understands that the City has, by its NPDES Permit, been delegated the responsibility under the federal Industrial Pretreatment Program to insure that nondomestic wastewater discharge from the Township will not harm the City's

Wastewater Treatment Plant and Sewage Collection System. The City will provide the Township with a copy of the current and all new NPDES Permits. Accordingly, the City and Township agree that:

- (a) The Township shall prohibit the emptying into the City System of substances other than normal residential, commercial and industrial types of sanitary sewage that do not require special treatment, and that are not harmful to or untreatable by the City System. The Township shall prohibit by ordinance uses of the Township System in accordance with Chapter 28 of the City Code and in accordance with regulations of the Michigan Department of Environmental Quality, the U.S. Environmental Protection Agency, or a successor agency of either as they may be amended from time to time, except as otherwise provided in Section 12 below. The City agrees to notify the Township of proposed amendments to applicable City Ordinances and provide the Township with a reasonable opportunity to review and comment on the changes prior to final adoption. The Township shall monitor discharges into the Township System from individual customers. In the event sewage is emptied into the Township System contrary to the provisions of this section, the Township shall notify the City and the Township shall diligently cause such flow to cease. In the event the City discovers that sewage originating in the Township is emptied into the City System contrary to the provisions of this section, the City shall notify the Township and the Township shall diligently cause such flow to cease. In the event such flow threatens immediate harm to the City System or the public health, safety and welfare, the City, upon prior notice to the Township may temporarily cut off flow until the threat of immediate harm to the City System or to the public health, safety and welfare is rectified.
- (b) The Township shall administer the Industrial Pretreatment Program in the Township in compliance with the NPDES Permit and applicable state and federal regulations.
- (c) In administering the Industrial Pretreatment Program, the Township shall insure that discharges to the Township System shall consist only of normal residential, commercial, institutional or industrial types of wastewater and not any wastewater that will require special handling beyond the capabilities of the City System, that may be harmful to the City System or untreatable by it, or that may be harmful to the public health and/or safety or to the environment.
- (d) The Township shall maintain comprehensive records and data concerning its Industrial Pretreatment Program as required by Chapter 28 of the City Code and applicable regulations of the MDEQ and United States Environmental Protection Agency. Additionally, the Township shall maintain records and data as requested by the City, the MDEQ and the

United States EPA and as necessary to demonstrate compliance with applicable laws and regulations.

- (e) The Township shall allow designated City personnel access to all records, data and files concerning the Industrial Pretreatment Program in the Township.
- (f) When deemed necessary by the City, the Township shall allow designated City personnel, accompanied by Township personnel if the Township wishes, access to nondomestic user facilities in the Township in accordance with Township ordinances.
- (g) The Township shall notify the Manager of the City Wastewater Treatment Plant of any new introductions of wastewater constituents or substantial change in volume or character of the wastewater constituents being discharged into the Township System. Whenever possible, the Township shall provide notice of thirty (30) or more days.
- (h) The Township shall be responsible for and shall immediately, upon the Township becoming aware, notify the City supervising Wastewater Treatment Plant operator of any slug discharges of wastewater into either the Township System or into the City System from the Township System.
- (i) The Township shall immediately upon the Township becoming aware, notify the City supervising Wastewater Treatment Plant operator of any accidental spills into either the Township System or the City System from the Township System which could require special handling or which could be harmful to the City System or untreatable by it or which may be harmful to health, safety or the environment.
- (j) The Township shall pay all fines properly assessed to the City, the reasonable actual cost of any damage to the City System, the reasonable actual additional treatment costs, and the reasonable actual cost of environmental damage attributable to any accidental spill discharged to the Township System that adversely affects the City System.
- (k) The City shall pay all fines properly assessed to the Township, the reasonable actual cost of damage to the Township System, the reasonable actual additional treatment costs, and the reasonable actual cost of environmental damage attributable to any accidental spill discharged to the City System that adversely affects the Township System.
- (l) If any facility in the Township is discharging wastewater in excess of the accepted concentrations as defined in Chapter 28 of Title II of the Code of the City, the City shall impose a surcharge as determined by Chapter 29 of Title II of the Code of the City. The Township shall pay that surcharge and shall be responsible for any collection from the facility causing the discharge.

- (m) If it is found that prohibited sewage, as delineated in Chapter 28 of Title II of the Code of the City, discharged to the Township's collection system is being deposited into either the Township System or the City System, the Township and City shall cooperate in taking immediate and forthright action to prohibit the prohibited flow. The City and Township agree that in the event of serious, imminent harm to the Township System, to the City System, or to the health, safety and welfare of the community or environment, the Township shall temporarily cut off the flow of prohibited sewage from the offending contributor for the minimum time needed to resolve the problem flow. If the Township does not act promptly, then the City may terminate such flow for the minimum time needed to resolve the problem.
- (n) The Township may, from time to time, request the City to provide assistance in the administration of the Township Industrial Pretreatment Program. If in the City's sole discretion the City has the capacity to provide the assistance, it may agree to provide such services. The Township shall pay the actual cost of all City services when the Township requests the services.

6. Term of Agreement The City shall receive into the City System and shall treat sewage from the Township at levels not exceeding the level set in Section 2(a) and from the Service Area and Delivery Points as set and allocated by Section 2(c) and Exhibits A through D, or as amended in accordance with Sections 2(d) and 2(e), and the Township shall pay for such sewage treatment in accordance with the terms of this Agreement through December 31, 2024, unless otherwise agreed in writing by both the Township and the City. Unless either the City or the Township gives written notice to the other of intent to terminate this Agreement received on or before December 31, 2023, then this Agreement shall be automatically extended and renewed for 10 years through December 31, 2034, and shall be deemed a new contract on the same terms as this Agreement. Unless the City or the Township gives written notice to the other of intent to terminate that Agreement received before December 31, 2033, then the Agreement shall be automatically extended and renewed for 10 years through December 31, 2044, and shall be deemed a new contract on the same terms and conditions as this Agreement. After December 31, 2044, or in the event the City gives notices of termination of this or subsequent Agreements as provided in the prior sentences, the Agreement shall be automatically extended and renewed for consecutive one (1) year periods, unless otherwise agreed in writing by the Township and the City, while the City and the Township negotiate the terms for a new agreement. The City acknowledges its obligation to provide sewer service to the Township as provided in the Grant and this Agreement. The City agrees not to terminate or give notice of intent to terminate this Agreement or fail to negotiate in good faith the terms of a new agreement except in the event of the Township's ongoing default or other legitimate business reason preventing the City from providing sewer service such as Plant closure. In the event of termination of this Agreement (for any reason other than the Township's ongoing default for failure to pay charges to the City required by this Agreement), the City guarantees to the Township the availability of sewer service in the amount of the Guaranteed Capacity as described in Section 2(a) above. The City agrees not to terminate this Agreement or give notice of intent to terminate this Agreement for the purpose of forcing annexation of Township properties to the City.

During the term of this Agreement, and all renewals, extensions or subsequent agreements, the City guarantees that the City will treat a flow of sewage from the Township in a quantity not less than the Guaranteed Capacity as specified in Section 2(a) above, or as adjusted, and as allocated by Section 2(b) and Attachment D, or as adjusted.

7. Design and Construction Standards; Delivery Point Connections and Location  
The Township shall be responsible for the cost and construction of all sanitary sewer lines within the Township and all new connections at Delivery Points. The City shall have the right to review all new design plans and inspect new construction of sanitary sewer lines and connections at Delivery Points through the City office of the Manager, Project Management Unit, and require appropriate changes if the design or construction do not meet the design and construction standards described below.

Design and construction standards for new sanitary sewer system improvements built by the Township and connected to the City System, either directly or indirectly, shall follow the latest edition of "Recommended Standards for Wastewater Works" as published by the Great Lakes Upper Mississippi River Board of State Public Health and Environmental Managers. Construction plans for new Township sanitary sewer mains shall be submitted to the Michigan Department of Environmental Quality or its successor agency. Simultaneous with the Michigan Department of Environmental Quality submission, a set of the construction plans shall be submitted to the City's Manager Project Management Unit.

Any relocation of existing Delivery Points and any new Delivery Points, shall be mutually agreed upon by the Township and the City Administrator upon recommendation of the City's Public Services Area Administrator. Subject to the provisions of Section 2(e) requiring approval by the Ann Arbor City Council in certain circumstances, the Township and the City Administrator shall mutually agree upon any reallocation of capacity pursuant to the foregoing at the same time and in the same manner. The Township shall reimburse the City for the City's reasonable, actual costs incurred in an inspection of any relocated or new Delivery Point.

The City, at its expense, on reasonable notice to the Township, and in the presence of Township representatives if the Township wishes, shall have the right to inspect the Township System to ascertain compliance with this Section 7.

8. Township Maintenance Costs All maintenance costs associated with the Township System shall be borne by the Township.

9. Sanitary Sewer Main Construction Costs The actual construction cost of future sanitary sewer main improvements for City owned sewers designed to serve the City and the Township ("Sewer Main Improvements") shall be apportioned, in accordance with the new design capacity of such Sewer Main Improvements, based on the pro rata design flow to serve the City and Township. The Township will provide the City with notice of development proposals as required by Section 13 below, and the City will notify the Township if the proposed project will require Sewer Main Improvements as described in Section 13 below.



10. Rates and Charges The rate charged to the Township for sewer service (“Sewer Service Charges”) shall be equal to 103% of the then current Average Unit Cost Recovery charged to City property owners who are City customers. “Average Unit Cost Recovery” means the City’s total projected rate revenue requirement for a coming year divided by the total projected sanitary sewer system unit sales. The City shall provide the Township each year with documentation demonstrating the proposed Average Unit Cost Recovery for the coming year. The Connection Charge for a Service Connection shall be equal to the then current Connection Charge for a Service Connection levied on City property owners who are City customers. Rates shall be based on the actual cost of service as required by MCL 123.141. These rates and charges shall change only when and in the same proportion as rates and charges are changed for City property owners. The Township will be allowed a reasonable time to review and comment upon proposed changes in these rates and charges prior to enactment, in the same manner as City property owners who are customers of the City System. New rates and charges will go into effect for the Township on the same day as such rates and charges become effective for City residents who are City customers.

All discounts, charges and payment procedures in effect for City customers of the City System shall apply to the Township.

11. Calculation of Flow for Sewer Service Charges The Sewer Service Charge to the Township shall be calculated by the following methods:

- (a) Where there are sanitary sewer master meters, the City shall read the sanitary sewer master meters, which shall be the Sewer Service Charge for such customers.
- (b) If there are no sanitary sewer master meters the Sewer Service Charge shall be based upon the Townships master water meter reading less any applicable credits under the City’s rate structure, and less amounts for water passing through the water only meters that is used only for irrigation. The master water meters shall be read by the City. Where would this apply?
- (c) In the event a Township customer is not served through the master water meter, the individual water meter(s) for the customer shall be read by the Township and included in the Sewer Service Charge calculation, less any applicable credits under the City’s rate structure and less amounts for water passing through the customer’s water only meter that is used only for irrigation.
- (d) In the event a Township domestic customer does not have water service, the Sewer Service Charge shall be based on a calculation of a number of units, to be calculated in the same manner as for similarly situated customers located within the City.

- (e) All nondomestic discharges to the Township System must be metered to determine the amount of the flow, including cooling tower blow downs and return flow from water passing through water only meters.

The City reserves the right to verify consumption figures.

12. Prohibition Against Discharge from Non-Contact Cooling-Water Systems The Township shall, by ordinance, prohibit discharge into either the Township's system or the City System of non-contact cooling water from any cooling water system not in existence on the date of the Agreement.

13. Notice of Development Proposals At the time of preliminary site plan submission for a commercial, industrial or a residential project consisting of two or more homes, which requires a site plan under the Township ordinance, and which is proposed to be served by public sewers which discharge into the City Sanitary Sewer System, the Township agrees to notify the City Administrator (or the Administrator's designee designated pursuant to Section 20 below) of such development proposal under consideration by the Township and provide an estimate of new sewage flows from such development proposal.

In accordance with Section 2(b), The City's review of the development proposal and site plan will include a determination as to whether or not the City System has sufficient Plant capacity and sufficient collection capacity. The City will notify the Township within 30 days of receipt of the Township's submission if there are any limits on new connections pursuant to Section 2(b) and will notify the Township if Sewer Main Improvements to the City System must be made as set forth in Section 9 above to allow for the increased flow.

14. Use of Township Rights-of-Way The Township shall grant the City permission to use streets, highways, alleys and any other rights-of-way within the Township under its control for the purpose of constructing, maintaining and operating City System facilities upon review and approval of such construction plans by the Township which shall not be unreasonably withheld. Such plans shall be sealed by a registered engineer. The City shall restore all existing structures or improvements lying in said rights-of-way to as good a condition as before the construction took place. Any such facilities constructed by the City shall remain the property of the City and shall be maintained and operated by the City.

15. Use of City Rights-of-Way The City shall grant the Township permission to use streets, highways, alleys and any other rights-of-way within the City under its control for the purpose of constructing, maintaining and operating Township sewage lines and related facilities upon review and approval of such construction plans by the City which shall not be unreasonably withheld. Such plans shall be sealed by a registered engineer. The Township shall restore all existing structures or improvements lying in said rights-of-way to as good a condition as before the construction took place. Any such facilities constructed by the Township shall remain the property of the Township and shall be maintained and operated by the Township.

16. Joint Use Agreement The City and the Township have agreed that in certain circumstances it will be beneficial and cost effective to connect their respective customers to one or more of the other's municipal sewer lines under the terms of a separate Joint Use Sewer

Agreement. Both parties agree to work toward developing a Joint Use Agreement to govern the terms of such use.

17. Events Excusing Possible Nonperformance No failure or delay in performance of this Agreement by either party shall be deemed to be a breach thereof when such failure or delay is occasioned by or due to any act of God, strikes, lockouts, wars, riots, epidemics, explosions, sabotage, breakage, or accident to machinery or lines of pipe, the binding order of any court or governmental authority to any other cause, whether of the kind herein enumerated or otherwise not within the control of the party claiming suspension, provided that no cause or contingency shall relieve the Township of its obligation to make payment for wastewater treatment capacity and services provided by the City, provided such capacity and services meet the standards of the Michigan Department of Environmental Quality, or its successor agency, and of the United States Environmental Protection Agency.

18. Indemnification

- (a) The Township agrees to save harmless the City against and from any and all claims, costs, charges and expenses (including, without limitation, fees and expenses of attorneys, expert witnesses and other consultants) which may be imposed against the City by reason of any of the following occurring during the term of this Agreement:
  - i) Any negligent or tortious act, error or omission of the Township or any of its personnel, employees, subcontractors, or consultants in the construction, operation, or maintenance of the Township's sewer system lines and facilities, notwithstanding any prior approval of the City of the plans and specifications relating to the construction of such lines and facilities and inspections conducted thereof by the City; except to the extent caused by the act or omission of the City or its agents or contractors; and
  - ii) Any failure by the Township or any of its personnel, employees, consultants, or subcontractors, to perform its obligations, either express or implied, under this Agreement, or any negligent or tortious act, error or omission of the Township, its personnel, employees, consultants or subcontractors related to this Agreement.
  - iii) Provided, however, nothing in this Agreement shall constitute or be construed as a waiver of the governmental immunity of the Township.
- (b) The City agrees to save harmless the Township against and from any and all claims, costs, charges and expenses (including, without limitation, fees and expenses of attorneys, expert witnesses and other consultants) which may be imposed against the Township by reason of any of the following occurring during the term of this Agreement;

- i) Any negligent or tortious act, error or omission of the City or any of its personnel, employees, subcontractors or consultants in the construction, operation or maintenance of the City's sewer system, mains and facilities, notwithstanding any prior approval of the Township of the plans or specifications relating to the construction of such lines and facilities and inspections conducted thereof by the Township, except to the extent caused by the act or omission by the Township or its agents or contractors; and
- ii) Any failure by the City or its personnel, employees, consultants, or subcontractors to perform its obligations, either expressed or implied, under this Agreement, or any negligent or tortious act, error or omission of the City, its personnel, employees, consultants, or subcontractors related to this Agreement.
- iii) Provided, however, nothing in this Agreement shall constitute or be construed as a waiver of the governmental immunity of the City.

19. Amendments This Agreement may be modified only by a writing executed by both parties hereto.

20. Notices Unless otherwise provided in this agreement, any notice which, by the terms of this Agreement, is required to be given to either party shall be deemed to be so given if sent by certified mail, return receipt requested, postage prepaid, addressed as follows:

If to the Township:

Scio Township  
827 N. Zeeb Rd.  
Ann Arbor, MI 48103  
Attention: Township Supervisor

If to the City:

City of Ann Arbor  
City Hall  
P.O. Box 8647  
Ann Arbor, MI 48107  
Attention: Public Services Unit

Any party to this Agreement may at any time change the address or recipient for notices to that party by giving notice in the manner and to the recipient set forth above.

21. Successors and Assigns Neither party has the right to assign this Agreement or the rights or obligations under this Agreement without the prior written consent of the other. Subject to the foregoing, the provisions of this Agreement apply to and bind the successors and assigns of the parties. All amounts due and owing for Sewer Service Charges at the time of assignment must be paid prior to assignment.

22. Merger This Agreement contains the entire agreement and understanding of the parties pertaining to the subject matter. Neither party relies upon any other statement or representations.

23. Applicable Law This agreement shall be governed by and construed in accordance with the laws of the State of Michigan.

24. Severability If one or more provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, that invalidity, illegality or unenforceability shall not affect any other provision of this Agreement and this Agreement shall be construed as if the invalid, illegal or unenforceable provision had never been contained within the body of this Agreement.

25. Counterparts This Agreement may be executed in multiple counterparts each of which shall be deemed an original and all of which shall constitute to one Agreement. The signature of any party to any counterpart shall be deemed to be a signature to and may be appended to any other counterpart.

26. Reservation of Rights The omission by either the Township or the City at any time to enforce any default or right reserved to it, or to require performance of any of the terms, covenants or provisions hereof, at any time designated, shall not be a waiver of any such default or right to which the Township or the City is entitled, nor shall it in any way affect the right of the Township or the City to enforce such provisions.

27. No Third Party Beneficiary This Agreement is not intended to, and shall not be deemed or interpreted to; confer upon any person other than the parties hereto any rights or remedies hereunder.

28. Consent Whenever a party's consent is required under this Agreement, it shall not be unreasonably withheld.

In witness whereof, the parties hereto have set their hands and seals the day and year first above written.

FOR SCIO TOWNSHIP

FOR CITY OF ANN ARBOR

By \_\_\_\_\_  
E. Spaulding Clark, Township Supervisor

By \_\_\_\_\_  
\_\_\_\_\_, Mayor

By \_\_\_\_\_  
Nancy J. C. Hedberg, Township Clerk

By \_\_\_\_\_  
Jacqueline Beaudry, City Clerk

Approved as to form:

Approved as to substance:

By \_\_\_\_\_  
\_\_\_\_\_ Township Attorney




By \_\_\_\_\_  
Steven D. Powers, City Administrator

By \_\_\_\_\_  
Craig Hupy, Public Services Administrator

Approved as to form and content:

By \_\_\_\_\_  
Stephen K. Postema, City Attorney

# Exhibit A

-  Sanitary Manhole
-  City Sanitary Sewer
-  Scio Township Sanitary Sewer

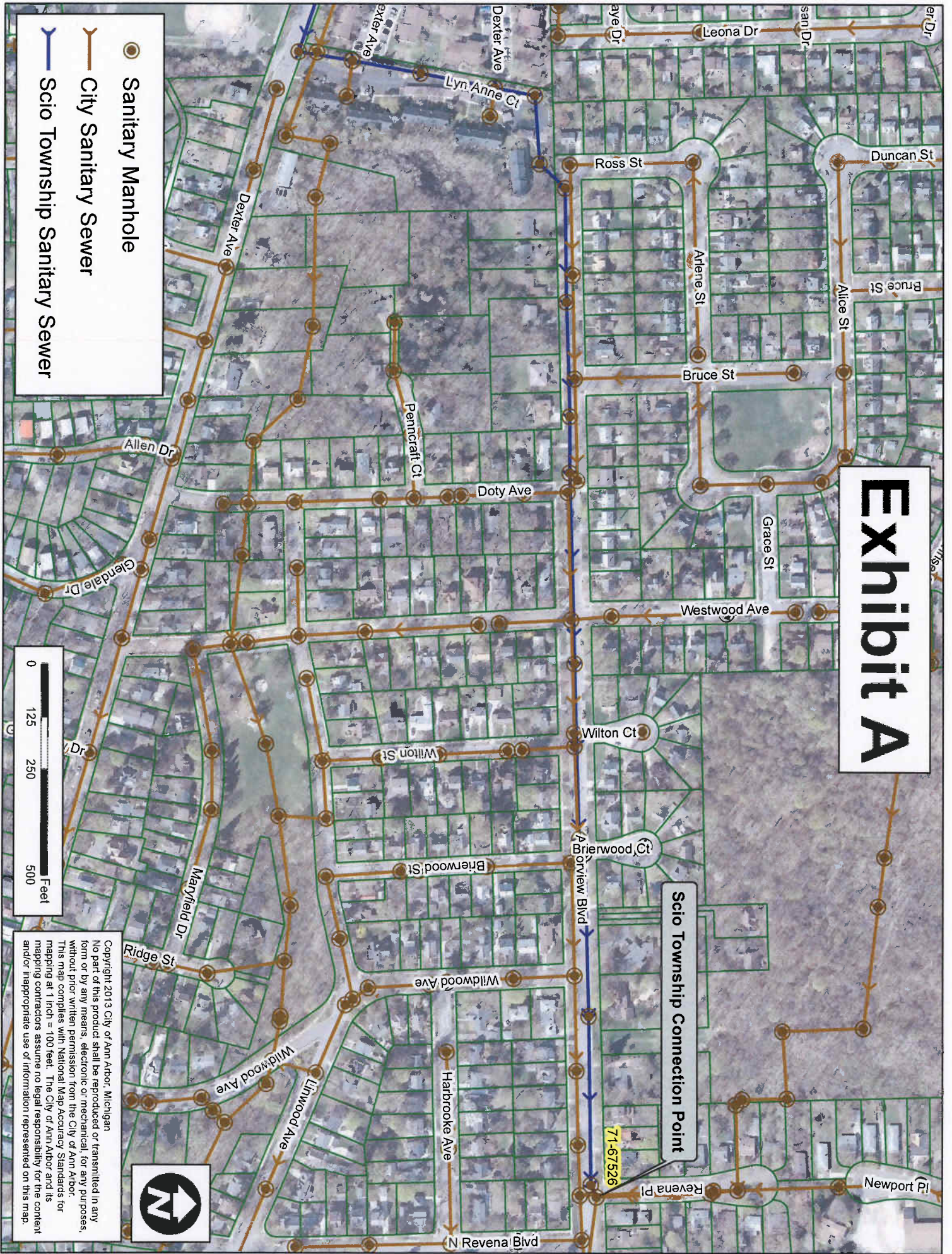


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Scio Township Connection Point

71-67526



# Exhibit B

-  Sanitary Manhole
-  City Sanitary Sewer
-  Scio Township Sanitary Force Main
-  Scio Township Sanitary Sewer



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Scio Township Connection Point

71-67596





# Exhibit C

-  Sanitary Manhole
-  City Sanitary Sewer
-  Scio Township Sanitary Force Main
-  Scio Township Sanitary Sewer

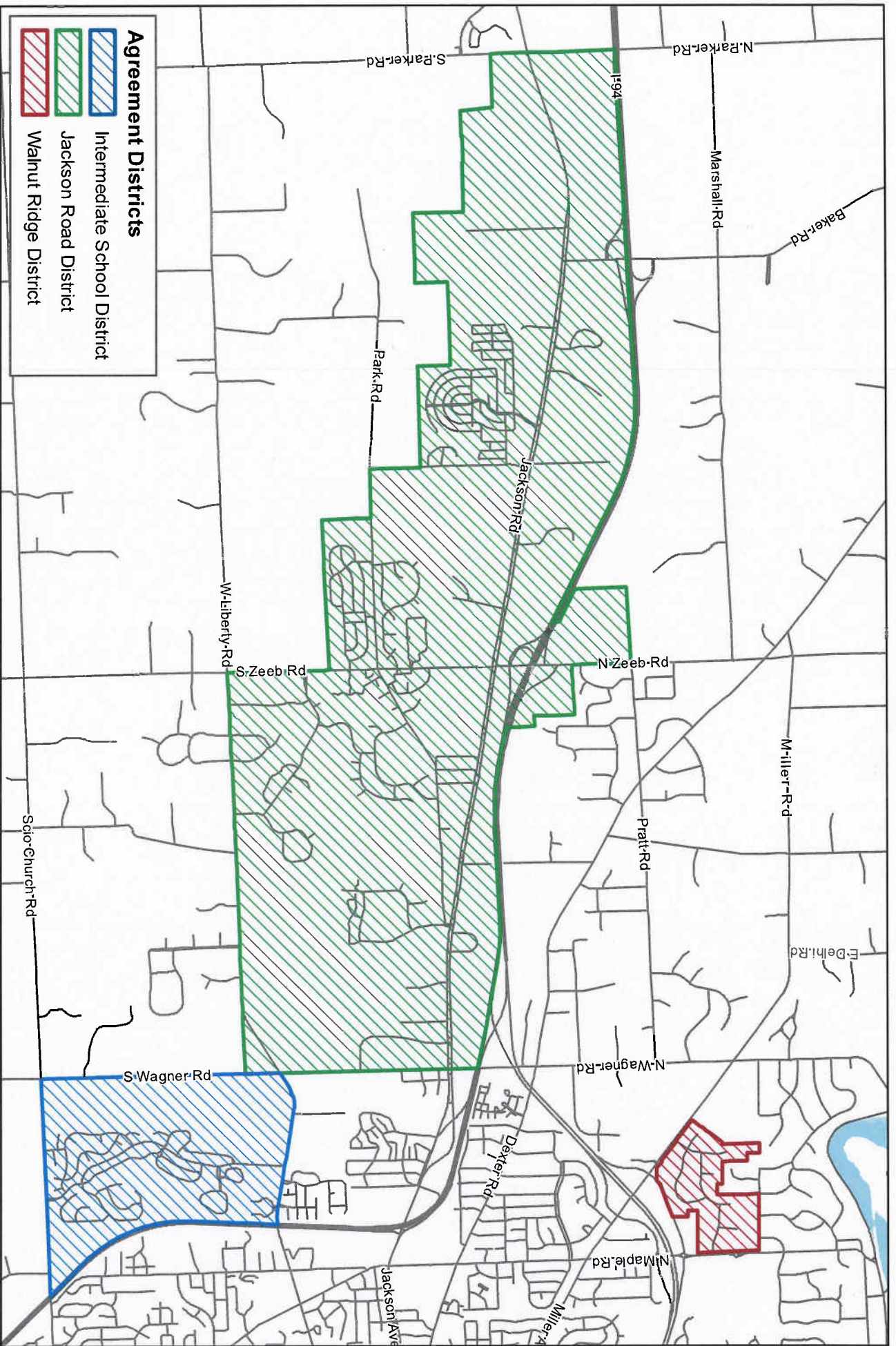


Scio Township Connection Point

71-68482



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**City of Ann Arbor - Scio Township  
 Sanitary Sewer Agreement, November 2014  
 Exhibit D**

N  
 No Scale