

Rik Kowall, Supervisor
Anthony L. Noble, Clerk
Mike Roman, Treasurer



Trustees
Scott Ruggles
Steve Anderson
Andrea C. Voorheis
Liz Fessler Smith

WHITE LAKE TOWNSHIP DEPARTMENT OF PUBLIC SERVICES

7525 Highland Road, White Lake, Michigan 48383-2900, (248) 698-7700, www.whitelaketwp.com

December 4, 2025

Honorable Board of Trustees
Charter Township of White Lake
7525 Highland Road
White Lake, MI 48386

RE: OCWRC Sewer System Operation and Maintenance Agreement

Honorable Board of Trustees,

In August DPS began working with OCWRC on an update to the 1998 Sewer System Operating Agreement following notification from OCWRC that they were no longer going to be under contract to operate the Commerce Twp. sewer system or treatment plant. As of December 15th, Commerce has elected to contract with another company. They are still negotiating some services through OCWRC during a transitional period.

White Lake has also been negotiating with Commerce Twp. on our agreements for Sewage Treatment and Disposal. These negotiations have also recently stalled.

The DPS Advisory committee has been working with RSJA Law Attorney Steve Joppich throughout the negotiations with Commerce Township and Oakland County regarding the sewer agreements. Steve has reviewed the contract and found it to be consistent with operating agreements that he has negotiated with OCWRC for other Townships.

We will continue to negotiate with Commerce and investigate all options for contractors. I do not want to have a contractual gap in operations on a critical asset. We have had a very good working relationship with OCWRC over the last 5 years or more and are very happy with the work that they have completed for our community. The termination clause in the agreement is very flexible for either party should we elect to make a change in the future for any reason.

DPS requests to approve the attached draft of Charter Township of White Lake Sewer System Operating Agreement pending the review of RSJA Law Attorney Steve Joppich and to be executed by the Township Supervisor and the Township Clerk.

Please feel free to contact me if you have any questions.

DPS Director
Charter Township of White Lake

**CHARTER TOWNSHIP OF WHITE LAKE
SEWER SYSTEM
OPERATION AND MAINTENANCE AGREEMENT**

THIS AGREEMENT is made and entered into as of the _____ day of _____, 2025, by and between the CHARTER TOWNSHIP OF WHITE LAKE, a Michigan municipal corporation (the "Township"), whose address is 7525 Highland Road, White Lake, Michigan 48383-2900 and the COUNTY OF OAKLAND, a Michigan constitutional corporation (the "County"), whose address is 1200 N. Telegraph, Pontiac, Michigan 48341. In this Agreement, either the County and/or the Township may also be referred to individually as a "Party" or jointly as "Parties."

Recitals:

WHEREAS, the Township owns a sewer system that is further described in **Exhibit A**, which is known as the Township of White Lake Sewer System, and as it may be expanded or altered from time to time (the "System"); and,

WHEREAS the Township desires to engage the County to operate and maintain the System on behalf of the Township on a non-profit basis and in accordance with the terms and conditions set forth in this Agreement; and,

WHEREAS, the County, by and through the Office of the Oakland County Water Resources Commissioner (the "WRC"), has qualified personnel capable of providing sewer operations and maintenance services; and,

WHEREAS, the Michigan Constitution of 1963, Article 7, § 28, and the Urban Cooperation Act of 1967, being MCL 124.501, *et seq.* (the "Act 7"), authorizes a political subdivision to exercise jointly with any other political subdivision any power, privilege or authority which such political subdivisions share in common with which each might exercise separately; and,

WHEREAS, pursuant to resolutions adopted by their respective legislative bodies, the Parties each have been authorized to execute this Agreement for the Services according to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of these premises and the mutual promises, representations, and agreements set forth in this Agreement, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the County and the Township mutually agree as follows:

Article I. Statement of Authority and Purpose.

- 1.1 Authority. Pursuant to Act 7 of 1967, and any other applicable laws of the State of Michigan, the County and the Township enter into this Agreement to establish terms and conditions for the operation and maintenance of the System. Each Party agrees to take all actions reasonably necessary to effectuate the objectives set forth in this Agreement.
- 1.2 Purpose. The purpose of this Agreement is to authorize the County to operate and maintain the System on behalf of the Township on a non-profit basis and in accordance with the Services detailed in **Exhibit B** attached hereto. In exchange for the Services, the County shall be reimbursed for its Costs and Overhead from the Revenue collected and deposited in the System Enterprise Fund maintained by the County on behalf of and for the benefit of the Township.

Article II. Definitions.

In addition to the above defined terms (i.e., "County," "Township," "WRC," "Party," and "Parties") and any terms defined in other sections of this Agreement (e.g., "Services"), the Parties agree that the following words and expressions, whether used in the singular or plural, possessive or non-possessive, and/or either within or without quotation marks, shall be defined and interpreted as follows:

- 2.1 "Agreement" shall mean each of the various provisions and parts of this document, including all attached Exhibits and any amendments thereto, as may be executed and approved by the Parties.
- 2.2 "Cost(s)" shall be defined as the labor, including statutory and customary fringe benefits, overtime, material and supplies, power and utility services, building/facility and vehicle/equipment rental and subcontractor services devoted to the Services as defined in this Agreement.
- 2.3 "Contractor" shall be defined as an independent contractor engaged by the County to perform the Services and responsibilities necessary to carry out the objectives under this Agreement.
- 2.4 "County Agent" or "County Agents" shall be defined as any and all Oakland County elected officials, appointed officials, directors, board members, commissioners, authorities, other boards, committees, commissions, employees, managers, departments, divisions, volunteers, agents, representatives, and/or any such persons' successors or predecessors (whether such persons act or acted in their personal representative or official capacities), and/or any persons acting by, through, under, or in concert with any of them, excluding the Township and/or any Township Agents, as defined herein.

- 2.5 "WRC Personnel" as used in this Agreement shall be defined as a specific subset of, and included as part of the larger group of County Agents as defined above, and assigned by the County to work in the Office of the Oakland County Water Resources Commissioner as shown in the County budget and/or personnel records of the County.
- 2.6 "Township Agent" or "Township Agents" shall be defined to include any and all Township officers, elected officials, appointed officials, directors, board members, council members, authorities, boards, committees, commissions, employees, managers, departments, divisions, volunteers, agents, representatives, consultants, and/or any such persons' successors or predecessors (whether such persons act or acted in their personal, representative, or official capacities), and/or any persons acting by, through, under, or in concert with any of them, excluding the County and/or any County Agents, as defined herein.
- 2.7 "Claim(s)" shall be defined to include any and all alleged claims, complaints, demands for relief or damages, lawsuits, and causes of action, whether in law or equity, tort, contract, or otherwise, by third parties, arising out of the ownership, operation, maintenance of the System, but does not include claims between the Parties.
- 2.8 "Overhead" shall be defined to include the following: all allocation of the labor cost, including statutory and customary fringe benefits, of personnel responsible for administering this contract or supervising the work performed in connection with this Agreement; an allocation of expenses of the WRC; and an allocation of indirect costs of Oakland County charged to the WRC for the use of buildings and facilities for support services, such as (but not limited to) legal, personnel, accounting, computer support, and insurance/risk management. The Overhead expense allocations and methodology are set forth in **Exhibit C**.
- 2.9 "Service Charge" shall be defined as the quarterly fee charged to the Township for the operations and maintenance of the system. The fee is reviewed on an annual basis and modified from time to time as mutually agreed upon and as periodically established by resolution of the Township.
- 2.10 "Revenue" shall be defined as the funds derived from the service charge and other sources such as grants.
- 2.11 "State" shall be defined as the "State of Michigan," a sovereign governmental entity of the United States, and also shall include within its definition any and all departments or agencies of State government.
- 2.12 "System Enterprise Fund" shall be defined as the account for the System established and maintained by the County on behalf of the Township.

Article III. County Responsibilities; WRC Operation and Maintenance Services.

- 3.1 Services. The County agrees to perform the operation and maintenance services for the System (all of the following being referred to in this Agreement as the "WRC Services" or "Services") as set forth in **Exhibit B** attached to this Agreement.

- (a) The Services to be provided by the County to the Township under this Agreement shall be performed by the County's "WRC Personnel" and/or Contractor. The County will maintain and designate a sufficient number of County Agents and WRC Personnel, having sufficient qualifications, in order to carry out and provide the Services under and in accordance with this Agreement. However, the County will give due consideration to any input received from the Township concerning the number and charges of Contractors and WRC Personnel assigned to provide Services for the System.
 - (b) The County shall be responsible for furnishing all WRC Personnel and Contractors with all job instructions, job descriptions and job specifications and shall in all circumstances control, supervise, train or direct all WRC Personnel in the performance of any and all Services under this Agreement. The County shall remain the sole and exclusive employer of all County Agents and WRC Personnel.
 - (c) This Agreement is neither intended, nor shall it be interpreted, to create, change, or otherwise affect or control, in any manner any employment right, privilege, benefit, or any other term or condition of employment, of any kind or nature whatsoever, in, upon, or for any County Agent or WRC Personnel. Except as expressly provided for under the terms of this Agreement and/or laws of this State, no County Agent or WRC Personnel, while such person is currently and/or actively employed by the County shall be employed or utilized to perform any other services by or for the Township during the term of this Agreement. This section shall not prohibit the Township from employing any person who was a former County Agent but is no longer employed in that capacity by the County.
- 3.2 System Capital Replacement Expenditures. Except in cases of emergencies, the County shall not expend funds from the System Enterprise Fund for capital replacement or improvement projects in excess of \$25,000 without prior approval from the Township.
- 3.3 Establish Reserves. The County may establish a reserve for system emergencies, system replacement, or other purposes with the consent of the Township.
- 3.4 Independent Contractor. At all times and for all purposes under the terms of this Agreement, the County and/or any and all County Agents' legal status and relationship to the Township shall be that of an Independent Contractor.
- 3.5 Insurance - County. The County will obtain and maintain for the duration of this Agreement the following insurance coverages with insurance companies licensed to do business in the State of Michigan, but only if such insurance coverage is commercially available. It is understood and agreed, that all costs, including the premium, self-insured retention or deductible, shall be included as a System Cost:
- (a) Professional Liability or Errors and Omissions with limits of \$10,000,000 per occurrence and \$15,000,000 aggregate.
 - (b) Commercial General Liability with limits of \$10,000,000 per occurrence and \$15,000,000 aggregate.
 - (c) Certificates of Insurance.

- i. So long as the Township maintains current on its annual premium for the coverage outlined herein, it shall be a Named Insured under the policy.
- (d) **Non-Exclusivity and Limitations of Insurance Coverage.** It is understood by the Township, that the insurance coverages set forth herein and obtained and maintained by the County is not exclusive to this Agreement. Meaning, that the County may purchase and maintain the insurance coverages to insure the County (its respective elected officials, officers, employees, and agents) against such Claims arising from the County Services provided under this Agreement, as well as similar Services the County provides to other municipal public corporations. As such, the Township, along with other participating municipal corporations, will share in the cost of the insurance premium paid by the County. To this end, the County agrees to reasonably allocate the premium paid for the insurance to the various water and sewer systems operated and maintained by the County, including the Township's System, and provide reasonable justification for the allocation of said cost to the Township. In addition, it is understood and agreed, that the purchase of insurance and payment of the premium (as a System Cost), does not guarantee insurance coverage for any Claim. All policies set forth herein are subject to the terms, conditions, and limitations set forth in the insurance policies. As such, uninsured Claims shall be and remain a System Cost. Moreover, insured Claims arising from the County's Services to a municipal water and sewer system, other than the Township's System, may limit or possibly eliminate coverage of a Claim arising from the County's Services under this Agreement. In the event of such an occurrence, it is understood that an otherwise insured Claim that is in excess of any valid and collectible insurance rights/policies, shall be and remain a System Cost.

- 3.6 **Permit Assistance.** The County will assist the Township in the procurement of all permits, guarantees, warranties, easements, licenses, and other similar approvals and consents necessary to operate and maintain the System received by or granted to the Township as the owner of the System.
- 3.7 **Regulatory Compliance.** The County will supervise all regulatory compliance and financial transactions, except for the enforcement of the Township's ordinances or regulations.
- 3.8 **Disbursing Funds.** Upon request from the Township for the disbursement of funds from the System Enterprise Fund, the County shall promptly disburse funds to the Township in the amount and manner requested, provided that the balance remaining in the System Enterprise Fund is adequate for the operation and maintenance of the System.

Article IV. Township's Responsibilities.

- 4.1 **Ordinance – Rates and Charges.** The Township will adopt Rates and Charges sufficient to provide the Revenue necessary to reimburse the County for its Costs and Overhead related to the Services provided by the Agreement; and provide for the billing and collection of the Rates and Charges pertaining to the System.
- 4.2 **Ordinance – Enforcement.** The Township is responsible for enforcement of the Township's ordinances and regulations. The Township has adopted or shall hereafter adopt one or

more ordinances regulating or prohibiting the discharge of fats, oils and grease, or industrial waste to the System, including those pertaining to user pretreatment standards; and, the billing and collection of Costs related thereto.

- 4.3 Capital Replacement of System. The Township shall be responsible for expenditures for all capital replacement of System components. This includes all assets of the sewer system owned by the Township (sewer lines, sewer laterals, manholes, pump stations, etc.). In accordance with section 3.3, and at the direction of the Township, the County may establish a Capital Replacement Reserve, funded by uses of the system, to be used for replacement of capital assets.
- 4.4 Testing and Sampling Fees; Consultant Fees. The Township agrees that the term "Costs" includes, but is not limited to, fees for testing, sampling, engineering services or studies, master planning, capital improvements, as well as all of the costs related to procurement of the same, are a Cost which may be accounted for in the Rates and Charges.
- 4.5 Permits - Township. The Township will be responsible for procuring, and in accordance with their respective terms, all permits, guarantees, warranties, easements, licenses, and other similar approvals and consents necessary to operate and maintain the System received by or granted to the Township as the owner of the System.
- 4.6 Township - Insurance.
- (a) It shall be the responsibility of the Township to determine and obtain real and personal property insurance with limits that the Township, in its discretion, deems necessary and appropriate for the System and components of the System.
 - (b) It shall be the responsibility of the Township to determine and obtain General Liability Insurance or self-insurance to protect against the Township's liabilities and exposures set forth in Article VI.
- 4.7 Property Access. The Township will be responsible for and will secure the right of access necessary for WRC Personnel or Contractors to perform the Services under this Agreement. The Township will be responsible for all costs or Claims associated with securing rights of access.
- 4.8 Compliance with State and Federal Law and Regulations. The Township will be and remain responsible for Costs associated with compliance with all federal, state, and local laws, ordinances, regulations, and requirements in any manner affecting any work or performance of this Agreement or with any Township duty or obligation under any applicable state or federal laws and/or regulations.
- 4.9 System Ownership. Notwithstanding any other term or condition in this Agreement, no provision in this Agreement is intended, nor shall it be construed, as constituting a divestiture or forfeiture of the Township's absolute ownership of and authority over the System.

Article V. Compensation for Services.

- 5.1 Compensation from System Revenue. The County's Costs and Overhead incurred for the Services shall be compensated from the Revenue from the System. In the event that the

Costs and Overhead exceed the Revenue in any one year, then any deficiency may be recovered by adjusting the Service Charge or from the general fund of the Township. In the event that annual Costs and Overhead are less than the annual Revenue, then upon the sole discretion and direction of the Township, future Service Charges may be adjusted to balance the account.

- 5.2 County Services Performed Non-Profit Basis. The Township acknowledges and agrees that the County will assist the Township in the operations and maintenance of the System on a non-profit basis for the benefit of the users of the system and therefore the County is without funds to finance, operate and maintain the System except for the Revenue derived from the System users. Therefore, it is understood and agreed that in no event shall the County or its general fund be charged with or liable for the cost of operating, maintaining, repairing, replacing, or administering the System. All Costs and Overhead associated with the Services under this Agreement will be the responsibility of the Township.

Article VI. Standard of Care; Warranty Waiver; Consequential Damages; Liability; and PA 222 Liability.

- 6.1 Standard of Care; Waiver of Warranty and Consequential Damages. The County will perform the Services under this Agreement in accordance with the standard of care and diligence normally provided by other professional firms providing similar Services. However, the County makes no warranty, express or implied, with respect to any Services provided. SPECIFICALLY, NO WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER WARRANTY IS MADE OR IMPLIED BY THE COUNTY WITH RESPECT TO SERVICES PROVIDED UNDER THIS AGREEMENT. NOTWITHSTANDING ANY PROVISION CONTAINED IN THIS AGREEMENT, IN NO EVENT SHALL THE COUNTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES WHATSOEVER UNDER CONTRACT, TORT OR OTHERWISE.
- 6.2 Liability for Claims. Except as otherwise provided in this Agreement, it is understood that each Party shall be responsible for any Claims made against that Party and for the acts or omissions of its respective employees or Township/County Agents. With respect to Claims that arise from the performance of this Agreement, each Party shall seek its own legal representation and bear the costs associated with such representation including attorney fees. Except as otherwise provided in this Agreement, neither Party shall have any right under any legal principle to be indemnified by the other Party or any of its employees or Agents in connection with any Claim. This Agreement does not, and is not intended to, impair, divest, delegate or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty or immunity of the Parties. Nothing in this Agreement shall be construed as a waiver of the privileges and immunities as provided by law afforded to the Parties. The Parties expressly reserve all privileges and immunities as provided by law.
- 6.3 PA 222 Liability for Third-Party Claims Caused by Defects or Infiltration and Inflow of System. To the extent permitted by law, the Township agrees to pay any and all Claims, including the defense of and claims asserted against the County, for sewage disposal system events as defined in Section 16 of Act 170 or the Public Acts of 1964, as amended (by Public Act 222 of the Public Acts of 2001), MCL 691.1416, arising from design or construction defects, or from the infiltration and/or inflow of stormwater to the System.

- 6.4 Force Majeure; System Malfunction; Misuse or Vandalism of System. The Township will be responsible for damage and liability to the System or components thereof caused by flood, fire, Acts of God or other force majeure, civil disturbance, Acts of War, terrorism or misuse of property. In addition, the Township will be responsible for all Claims, damages and liability caused by design and/or construction defects, malfunction or failure of the System or any component thereof, sewer breaks, and vandalism provided the same is not directly caused by the acts or omissions of County Agents.
- 6.5 No Third-Party Beneficiary. This Agreement does not create any rights or benefits to parties other than the Township and the County.

Article VII. Cooperation and Communication; Dispute Resolution.

- 7.1 Cooperation. The County agrees to ensure that all County Agents fully cooperate with the Township and Township Agents in the performance of all Services under this Agreement. The Township agrees to ensure that Township Agents cooperate with WRC Personnel in the performance of the Services under this Agreement.
- 7.2 Communication. There shall be an open and direct line of communication established and maintained between the Parties in order to promote the handling of both routine and emergency situations in a timely and cooperative manner according to the circumstances as they exist or become known. Each Party will designate one or more liaison for such purposes, and will notify the other Party of such designee(s). The liaison also shall be used for purposes of communicating and coordinating specific needs, plans, instructions, issues, concerns and other matters relating to the System or Services.
- 7.3 Dispute Resolution. The Parties agree that any and all claims alleging a breach of this Agreement, or with respect to the Services provided under this Agreement, shall first be submitted to an alternative dispute resolution process. Such an alternative dispute resolution process may include, but is not limited to, facilitation, binding arbitration, or non-binding arbitration. The Parties shall agree upon the form and procedures for the agreed upon alternative dispute resolution process. If the matter is not resolved through an alternative dispute resolution process, or if the Parties cannot agree upon the form and procedures for the alternative dispute resolution process, the Parties may seek legal recourse in the appropriate District Court or Circuit Court of Oakland County, Michigan. For claims requiring immediate relief to prevent irreparable harm, either Party may seek relief directly from these courts without submitting the matter to the alternative dispute resolution process.

Article VIII. Term; and Termination.

- 8.1 Term. The Parties agree that the term of this Agreement shall begin on the Effective Date of this Agreement. This Agreement shall be effective for an initial term of ten (10) years from the effective date, and shall be automatically extended for additional ten (10) year terms, unless terminated as provided herein, or otherwise agreed to in writing by the Parties.
- 8.2 Termination. Notwithstanding any other term or provision in any other section of this Agreement, either Party, upon a minimum of One Hundred and Eighty (180) calendar days written notice to the other Party, may terminate this Agreement for any reason, including

convenience, without incurring any penalty, expense, or liability to the other Party. The effective date for any such termination shall be clearly stated in the notice.

- 8.3 Survival of Certain Terms and Conditions Following Termination or Expiration of Agreement. The Parties agree that record-keeping and audit requirements, any payment obligations to the other Party, and/or any other related obligations provided for in this Agreement with regard to any acts, occurrences, events, transactions, or Claim(s) either occurring or having their basis in any events or transactions that occurred during the term of this Agreement, shall survive the termination or expiration of this Agreement.
- 8.4 Cooperation Following Termination of Agreement. In the event the Agreement is terminated as provided herein, the Parties agree to cooperate in all respects and assist in the wind down from the County's operation and maintenance of the System. The Township will be responsible for all Costs and Overhead incurred by the County through the date of termination, including the Costs and Overhead incurred by the County during the termination notice period referenced above to wind down and end the County's involvement in the provision of the Services.

Article IX. Agreement Approval; Effective Date; and Amendments; Changes to Scope of Services.

- 9.1 Agreement Approval; Amendments; and Effective Date. Except as otherwise provided herein, this Agreement, and/or any subsequent amendments thereto, shall not become effective prior to the approval by resolutions of both the Township and the County. The Effective Date of this Agreement, and any amendments hereto, shall be the date as reflected in the opening paragraph of this Agreement.
- 9.2 Amendment to Scope of Services. During the term of this Agreement, the Scope of Services attached hereto as Exhibit B, may be amended by the WRC and approved by resolution of the Township during the term of this Agreement without requiring a resolution from the County Board of Commissioners.

Article X. General Provisions.

- 10.1 Governing Law. This Agreement is made and entered into in the State of Michigan and shall in all respects be interpreted, enforced and governed under the laws of the State of Michigan. The language of all parts of this Agreement is intended to and, in all cases, shall be construed as a whole according to its fair meaning, and not construed strictly for or against any party. As used in this Agreement, the singular or plural number, possessive or non-possessive shall be deemed to include the other whenever the context so suggests or requires.
- 10.2 Reservation of Rights; Governmental Function. This Agreement does not, and is not intended to impair, divest, delegate, or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, or immunity of the Parties. In addition, the Parties maintain that the obligations set forth in this Agreement will be in the exercise or discharge of a governmental function.
- 10.3 Severability. If any provision of this Agreement or the application to any person or circumstance is, to any extent, judicially determined to be invalid or unenforceable, the remainder of the Agreement, or the application of the provision of persons or

circumstances other than those as to which it is invalid or unenforceable, is not affected and is enforceable, provided the invalid provision does not substantially alter the Agreement or make execution impractical.

- 10.4 Binding Contract; Assignment; and Amendments. This Agreement will be binding upon and for the benefit of the Parties hereto and their respective successors and assigns, subject to any assignment requiring the prior written consent of the non-assigning Party by an amendment to this Agreement signed by all Parties, and the assignee binding the assignee to the terms and provisions of this Agreement.
- 10.5 Captions. The section headings or titles and/or all section numbers contained in this Agreement are intended for the convenience of the reader and not intended to have any substantive meaning and are not to be interpreted as part of this Agreement.
- 10.6 Notices. Except as otherwise expressly provided for herein, any and all correspondence, invoices, and/or any other written notices required, permitted or provided for under this Agreement to be delivered to the following:

COUNTY OF OAKLAND:

OAKLAND COUNTY WATER
RESOURCES COMMISSIONER
1 Public Works Drive
Waterford, Michigan 48328-1907

CHARTER TOWNSHIP OF WHITE LAKE:

WHITE LAKE TOWNSHIP SUPERVISOR
7525 Highland Road
White Lake, Michigan 48383-2900

- 10.7 Notice Delivery. Except with respect to notices of termination, all correspondence and written notices shall be considered delivered to a Party as of the date that such notice is deposited with sufficient postage with the U.S. Postal Service. Notices of termination shall be personally delivered or sent by certified mail, return receipt requested, and shall be considered delivered to a party on the date of receipt as represented by the return receipt or by a proof of personal service.
- 10.8 Entire Agreement. This Agreement sets forth the entire agreement between the County and the Township and fully supersedes any and all prior agreements or understandings between them in any way related to the subject matter hereof. It is further understood and agreed that the terms and conditions herein are contractual and are not a mere recital and that there are no other agreements, understandings, contracts, or representations between the County and the Township in any way related to the subject matter hereof, except as expressly stated herein. This Agreement shall not be changed or supplemented orally and may be amended only as otherwise provided herein.
- 10.9 Recitals. The recitals shall be considered an integral part of the Agreement.

IN WITNESS WHEREOF, this Agreement is executed by the Parties on the date hereafter set forth in the opening paragraph of this Agreement.

COUNTY OF OAKLAND

By: _____
David T. Woodward, Chairperson
Oakland County Board of Commissioners

CHARTER TOWNSHIP OF WHITE LAKE

By: _____
Rik Kowall, Supervisor
Charter Township of White Lake

By: _____
Anthony L. Noble, Clerk
Charter Township of White Lake

**EXHIBIT A
WHITE LAKE TOWNSHIP
SERVICE AREA**

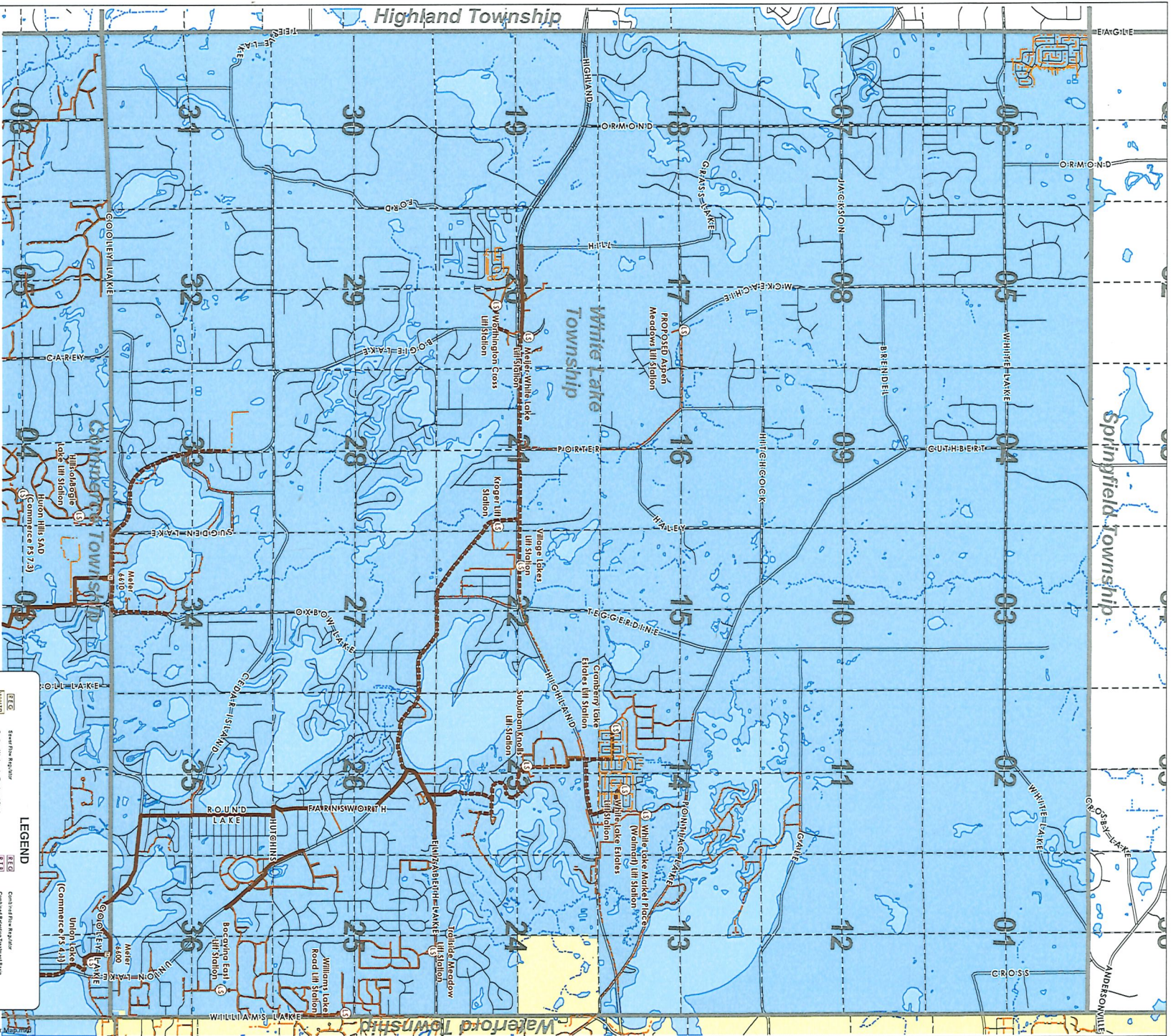


Exhibit B
Scope of Services
Sewer System Operation and Maintenance

The County agrees to perform the following operation and maintenance services of the White Lake Township Sewer System (the "System") (all of the following being referred as the "WRC Services" or "Services") on behalf of the Township:

1. Operation and maintenance of pump stations and appurtenances, including the payment of power costs and lawn and landscape maintenance.
2. Operation and maintenance of the System, including all System force mains, manholes, meters, grinder pumps and all other facilities, equipment and appurtenances that are part of the System. The sewer service lead from the public sewer system to the building including the sewer lead connection at the public sewer system is the responsibility of the property owner and will not be maintained by the WRC as it is not part of the System.
3. Compute and bill quarterly, charges for the Services rendered to each user connected to the System in accordance with the Rates and Charges established by the Township. The charges will be payable thirty (30) days after the date of each quarterly billing or such other time period as may be set by the Township by ordinance or resolution and shall bear such penalties and late charges, as the Township by ordinance shall provide. Past due amounts may also be certified to the tax roll for collection.
4. Provide grinder pump installation inspections in accordance with Township-issued permits.
5. Respond to requests from customers and Township for maintenance, inspections and repairs, both emergency and routine.
6. Establish, maintain, manage, and administer a System Enterprise Fund. Revenue collected by the County shall be deposited and maintained in the System Enterprise Fund. On a quarterly basis, the County shall determine the costs and overhead incurred during said quarter in performing the Services under this Contract and deduct such amount from the System Enterprise Fund as payment for such Services.
7. Keep all necessary records and books of account pertaining to its dealings with the users of the System within the Township and the System Enterprise Fund, and make same available to the Township upon request.
8. Comply with applicable laws and governmental accounting standards in the keeping, management, administration, use and auditing of the System Enterprise Fund. Upon request of the Township, provide the Township with a quarterly accounting statement, a quarterly operation and maintenance activity report and annual report for the Township's review in accordance with the County's fiscal year. Upon request, allow the Township or Township agents to audit the System Enterprise Fund accounts, books and statements, and provide Township with supporting documentation and copies of such materials if requested.

9. The County will provide, maintain and monitor a Supervisory Control and Data Acquisition System (SCADA) to provide alarms on System facilities operated and maintained by the County.
10. The County will provide a 24-hour, 7-day per week dispatch center to receive alarms from the Supervisory Control and Data Acquisition (SCADA) system and any other reports of System emergencies, and will dispatch emergency service crews to respond to such alarms and reports.
11. All Services provided by the County under this Contract will be performed in accordance with all applicable County, State and Federal permits and regulations, all applicable state and federal laws and all applicable Township ordinances.
12. The County shall establish, provide and implement sewer system operation and maintenance-related programs, studies, reports, testing, sampling, inspections and surveys in accordance with Township, State, and Federal mandates.
13. The County will replace or repair existing components of the System, excluding private sewer leads, which are identified by the County or Township to be in need of repair or replacement. Upon completion of such repairs and replacements, if the System has been altered in any material way the County will provide to the Township as-builts and update the Geographic Information System (GIS) infrastructure mapping and database. Unless otherwise agreed in writing by the Parties, the County's obligation to repair or replace shall be limited to the fund balance contained in the System Enterprise Fund.
14. The County will maintain, and update as necessary, the GIS infrastructure mapping and database of the System. The County also will provide the Township hard copies and digital copies of the mapping, and updates as requested, in a manner compatible with Township's GIS system, and will provide interconnectivity between the Township and County GIS systems when in place. The County will update the GIS mapping and database of the System upon being provided as-builts or other information from the Township identifying corrections and/or modifications of the System and upon the County performing Services that result in modifications of the System. The Township is responsible for providing accurate "as-built" information.
15. MISS DIG. The County will conduct MISS DIG operations, in accordance with Public Act 53 of the Public Acts of 1974, as amended, (MCLA 460.701 *et seq.*) on behalf of the Township as they pertain to the operations and maintenance of the Sewer System.
16. PA 222 Notification. In the event that either the Township or the County receives notice from a user of the Sewer System of a possible claim and such notice is governed by the provisions of Public Act 222 of 2001, then the party receiving the notice agrees to: (i) provide the potential claimant with the information required by Act 222, (ii) notify the other party to this Agreement of the potential claim, and (iii) fully comply with the requirements of Act 222.

17. In the event that System repairs or replacement is deemed attributable to outside parties, (i.e., Contractor damage or customer negligence), consistent with applicable Township ordinances, the WRC will bill the responsible party at the Township's direction. If any portion or the entire bill is deemed uncollectible, the uncollected amount will be charged directly to the System Enterprise Fund.

Exhibit C
OVERHEAD EXPENSE

WRC Overhead charges are expenses not included in the direct hourly system labor and equipment costs. Overhead is allocated to all the systems that WRC services. Overhead expense includes, but is not limited to:

Safety Program

Labor, equipment and training needed to meet or exceed all required safety standards.

Training

Training and certification costs for field and engineering staff required to keep them up-to-date on industry standards and innovations.

WRC Administration

Labor, equipment and training required to oversee the daily WRC operations. This includes Permitting, Mapping, GIS, Asset Management and Miss Dig.

Building Use and Maintenance

Use of the various WRC buildings (includes Water Maintenance, Pump Maintenance, Billing Services and Public Works buildings) and labor equipment, insurance, utilities, supplies and other related costs needed to operate and maintain such buildings.

Miscellaneous Supplies

Supplies which are not inventoried and not purchased for a specific system are allocated to the benefiting systems. This category includes uniforms, gloves, boots and repair parts.

Oakland County Support

Various Oakland County departments support the staff and work performed at the WRC. These departments include Human Resources, Purchasing, Information Technology, and Fiscal Services. The portion of their costs which is charged to the WRC is then allocated to the funds operated by this division.

Aaron Potter

From: Sandahl, M. Drew <sandahlm@oakgov.com>
Sent: Monday, October 13, 2025 11:25 AM
To: Aaron Potter
Cc: Nigro, Gary
Subject: Estimated White Lake Sewer Operating Charge
Attachments: FY2025 Work Orders.xls; White Lk FY 2026.xlsx

Follow Up Flag: Flag for follow up
Flag Status: Completed

Aaron,

We reviewed the estimated sewer charges for the White Lake system. The estimated annual expense for operations is approximately \$750,000. About 16% of that estimated expense is related to overhead expenditures as described in "Exhibit C" of the draft O&M agreement. Please see the attached "White Lk FY 2026" spreadsheet for further information. Please note that I included cleaning and CCTV for approximately 11,000 LF in "major maintenance". Also, this does not include sewage disposal charges that would be paid to Commerce Township. Please let me know if you'd like to set up a meeting to go through this spreadsheet.

As you're aware much of the operating expenses are related to grinder pumps. I attached an export of the fiscal year 2025 work orders (October 2024 to September 2025). I ran a couple of pivot tables on separate tabs in the attachments that shows the cost by asset type and work order description. These work orders are for operations only and do not include any capital or major maintenance work.

Please let me know if I can provide you with any further details to aide moving the O&M agreement forward.

Sincerely,
Drew

M. Drew Sandahl, P.E.

Chief Engineer

Oakland County Water Resources Commissioner



Jim Nash

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Waterford, MI 48328-1907
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