



CITY OF PONTIAC
OFFICE OF THE EMERGENCY MANAGER
LOUIS H. SCHIMMEL

47450 Woodward Avenue
Pontiac, Michigan 48342
Telephone: (248) 758-3133
Fax: (248) 758-3292

Dated: April 19, 2012

ORDER NO. S-186

RE: Approval of City of Pontiac Sewage Disposal System Contract

TO: Sherikia Hawkins, City Clerk
John Naglick, Acting Finance Director
Carl Johnson, Controller (Plante & Moran)

The Local Government and School District Fiscal Accountability Act (Public Act 4 of 2011) in Section 17(1) empowers an Emergency Manager to issue the orders the Manager considers necessary to accomplish the purposes of the Act and any such orders are binding on the local officials or employees to whom they are issued. Section 19(1) provides that an Emergency Manager may take on one or more additional actions with respect to a local government in receivership: (f) Examine all records and books of account, and require under the procedures of the uniform budgeting and accounting act, 1968 PA 2, MCL 141.421 to 141.440a, or 1919 PA 71, MCL 21.41 to 21.55, or both, the attendance of witnesses and the production of books, papers, contracts, and other documents relevant to an analysis of the financial condition of the unit of local government; (g) Make, approve or disapprove any appropriation, contract, expenditure...; (u) Authorize the borrowing of money by the local government as provided by law; (v) Approve or disapprove of the issuance of obligations of the local government on behalf of the local government under this subdivision; (dd) Exercise solely, for and on behalf of the local government, all other authority and responsibilities of the local government of the chief administrative officer and governing body concerning the adoption, amendment and enforcement of ordinances or resolutions of the local government...; and 19(2) ...the authority of the chief administrative officer and governing body to exercise power for and on behalf of the local government under law, charter, and ordinance shall be suspended and vested in the Emergency Manager.

Based upon the presentations made by the Oakland County Water Resources Commissioner the Emergency Manager has concluded that it is in the best interest of the City of Pontiac to request the creation of a County sewage disposal system within the corporate limits of the City of Pontiac, which will permit the financing of the acquisition of wastewater collection, treatment and transmission facilities, construction of repairs and improvements of said facilities, and the operation and maintenance of said facilities to serve lands located in the corporate limits

of the City of Pontiac to provide for the public health and safety of the City for the reasons set forth in the Resolution set forth below.

Accordingly, the City will approve the execution of a City of Pontiac Sewage Disposal System Contract in the form attached to the Resolution set forth below.

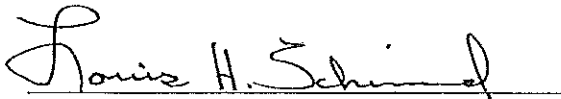
It is hereby ordered:

- (1) The Resolution attached is hereby adopted. (see ATTACHMENT A).
- (2) The City Clerk take all steps necessary to reflect the above Resolution on the City books and records, including publication of the Resolution.

The Order shall have immediate effect.

Copies of the documents referenced in this Order are to be maintained in the offices of the City Clerk and the Law Department and may be reviewed and/or copies may be obtained upon submission of a written request consistent with the requirements of the Michigan Freedom of Information Act and subject to any exemptions contained in that state statute and subject to any exemptions allowed under that statute (Public Act 442 of 1976, MCL 15.231, et. seq.).

This Order is necessary in order to carry out the duties and responsibilities required of the Emergency Manager as set forth in the Local Government and School District Fiscal Accountability Act (Public Act 4 of 2011) and the contract between the Local Emergency Financial Assistance Loan Board and the Emergency Manager.



Louis H. Schimmel 10:14 A. M.
City of Pontiac
Emergency Manager

cc: State of Michigan Department of Treasury
Mayor Leon B. Jukowski
Pontiac City Council

Jra.BFM-73-B.Order

ATTACHMENT A

RESOLUTION NO.

WHEREAS, Section 15(4) of Act 4 of the Public Acts of 2011 ("Act 4") authorizes the Emergency Manager to "act for and in the place and stead of the governing body and the office of the chief administrative officer" for the City of Pontiac, and "shall have broad powers ... to rectify the financial emergency ... and to provide or cause to be provided necessary governmental services essential to the public health, safety and welfare"; and

WHEREAS, based upon the presentations made by the Oakland County Water Resources Commissioner the Emergency Manager has concluded that it is in the best interest of the City of Pontiac to request the creation of a County sewage disposal system within the corporate limits of the City of Pontiac, which will permit the financing of the acquisition of wastewater collection, treatment and transmission facilities, construction of repairs and improvements of said facilities, and the operation and maintenance of said facilities to serve lands located in the corporate limits of the City of Pontiac to provide for the public health and safety of the City,

NOW THEREFORE, IT IS HEREBY RESOLVED by the City of Pontiac, as follows:

1. The Emergency Manager of the City of Pontiac shall execute and deliver the City of Pontiac Sewage Disposal System Contract set forth in Appendix 1 attached hereto.
2. All other resolutions and parts of resolutions adopted by the City of Pontiac or its City Council inconsistent herewith are rescinded.

JRA.EFM-73-B.ORDER

APPENDIX I

CITY OF PONTIAC SEWAGE DISPOSAL SYSTEM CONTRACT

THIS CONTRACT, made and entered into as of the ___ day of _____, 2012, by and between the COUNTY OF OAKLAND, a county corporation in the State of Michigan (hereinafter sometimes referred to as the "County"), by and through its Water Resources Commissioner, County Agency, and the CITY OF PONTIAC, a home rule city located in the County (hereinafter sometimes referred to as the "City"). In this Contract, the County and the City may also be referred to individually as a "Party" or jointly as "Parties."

WITNESSETH:

WHEREAS, pursuant to Act No. 342, Public Acts of Michigan, 1939, as amended (hereinafter sometimes referred to as "Act 342"), the Board of Commissioners of the County, by majority vote of its members-elect, has authorized and directed that there be established a county system of sewage disposal system improvements and services to serve the City, said system to be known as the "City of Pontiac Sewage Disposal System" (hereinafter sometimes referred to as the "System"), and has designated the Oakland County Water Resources Commissioner as the county agency for the System with all powers and duties with respect thereto as are provided by Act 342 (said Water Resources Commissioner being hereinafter sometimes referred to as the "County Agency"); and

WHEREAS, under and subject to the terms of Act 342, the County is authorized, through the County Agency, to acquire the sewage disposal system improvements and facilities hereinafter described as constituting part of the System (the "Facilities"), and the County and the City are authorized to enter into a contract, as hereinafter provided, for the acquisition of the Facilities by the County, and

WHEREAS, there is an urgent need of such sewage disposal system improvements to provide sewage disposal services to the City in order to promote the health and welfare of the residents thereof, which facilities would likewise benefit the County and its residents, and the parties hereto have concluded that such facilities can be provided most economically and efficiently by the County through the exercise of the powers conferred by Act 342, and especially section 5 thereof; and

WHEREAS, plans, maps and specifications for the Facilities have been obtained by the County Agency, all of which have been submitted to and approved by the Board of Commissioners of the County and the Emergency Manager of the City in the place and stead of the governing body of the City and placed on file with said Board of Commissioners in the office of the County Agency, and all of which are attached hereto as Exhibit A and made a part hereof; and

WHEREAS, the Facilities are subject to certain debt obligations related thereto, as evidenced by the obligations of the City described in Exhibit B attached hereto and made a part hereof (the "Obligations)", and the parties intend that the County will assume the Obligations as part of its acquisition of the Facilities; and

WHEREAS, in order to provide for the acquisition of the Facilities by the County and for other related matters, it is necessary for the parties hereto to enter into this contract.

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

1. The parties hereto approve and agree to the acquisition of the Facilities as part of the System, as herein provided, under and pursuant to Act 342 and approve the designation of

"City of Pontiac Sewage Disposal System Facilities" as the name of the Facilities. The City by way of compliance with Section 29, Article VII, Michigan Constitution of 1963, consents and agrees to the establishment and location of the Facilities within its corporate boundaries and to the use by the County of its streets, highways, alleys, lands, rights-of-way or other public places for the purposes and improvements of the Facilities and any improvements, enlargements or extensions thereof, and the City further agrees that, in order to evidence and effectuate the foregoing agreement and consent, it will execute and deliver to the County such grants of easements, rights-of-way, licenses, permits or consents as may be requested by the County at the City's expense. In the event that the City does not possess all necessary, permanent, perpetual and transferable property rights of the Facilities, the County Agency may obtain by purchase, condemnation or otherwise such easements, rights of way, licenses or other agreements on terms reasonably acceptable to the County and in any case sufficient to entitle the County to use and operate the Facilities in the same manner as used and operated by the City. The County shall use good faith efforts to minimize the cost of obtaining such easements, rights of way, licenses or other agreements. The City, at its sole cost and expense, shall cooperate in taking all actions requested by the County to assist the County in obtaining such easements and other interests in property. Within 60 days of demand, as may be made from time to time by the County, the City shall reimburse the County in an amount equal to any and all costs incurred by the County to obtain such easements and other interests in property including, but not limited to, costs of acquisition or condemnation awards (including the condemnation defendant's attorneys fees and costs) and all legal, expert and professional fees and costs incurred by the County and any Losses (as defined in paragraph 8 of this contract) actually incurred by the County arising out of Claims (as defined in paragraph 8 of this contract) asserted against the County by third parties based on the failure to have an easement, right of way, license or other agreement for real property necessary for the use and operation of the Facilities. These reimbursable costs include all costs incurred by the County to ascertain the location of any improvements constituting any part of the Facilities. Further, within 60 days of demand, as may be made from time to time by the County,

the City shall reimburse the County for all Losses actually incurred by the County arising out of Claims asserted against the County arising out of any obligation occurring under any easement, right of way, license or other agreement for real property necessary for the use and operation of the Facilities.

2. The Facilities shall consist of the sewage disposal system improvements as described and specified in the plans, maps and specifications set forth in Exhibit A, which plans, maps and specifications are on file with the County Agency and are approved and adopted. The City hereby conveys the Facilities to the County. The City agrees to execute and deliver such documents and to take such other action as requested by the County Agency to evidence the conveyance of the Facilities. In addition, the City agrees to transfer to the County Agency, and the County Agency agrees to retain and use on behalf of the Facilities, any and all reserve funds for the System previously collected and maintained by the City on behalf of the System. The reserve fund for the Facilities is estimated to be \$3,200,000. In addition, the City will transfer an additional \$5,000,000 to the County Agency to be held in the reserve and used on behalf of the System. While the Obligations or any subsequent debt incurred with respect to the System remains outstanding, the County shall be the owner of the Facilities. At such time as all Obligations and any such subsequent debt are paid in full and this contract is terminated, ownership of the Facilities shall revert to the City as provided in paragraph 13 of this contract. The County shall be responsible for the operation, maintenance and administration of the Facilities as part of the System and may contract with the current operator of the Facilities or such other entity or entities as determined by the County Agency for such purposes. The scope of services for the operation, maintenance and administration of the Facilities as part of the System are set forth in Exhibit C attached hereto and made a part hereof.

3. The City shall pay to the County the entire cost of the Facilities as hereinafter described in cash on the date or dates as specified by the County Agency. The City hereby

acknowledges that, other than in connection with its assumption of the Obligations, no County general funds shall be appropriated or pledged pursuant to this contract or for the Facilities. The County's role in the Facilities is strictly limited to that set forth in Act 342, and the City shall be solely responsible for all administration and acquisition costs (including attorney fees and all dispute resolution costs), all costs of operation and maintenance of the Facilities, all amounts necessary for the County to make timely payment of the debt service due on the Obligations, all costs and expenses relating to lawsuits as described in paragraph 10 hereof, and all items of costs described in paragraph 5 hereof. The City understands and agrees that if there is any amount due and owing to the County under this Contract, which is still unpaid at the time the County distributes funds to the City from the Delinquent Tax Revolving Fund (DTRF), the County shall be entitled to reduce, set-off, and permanently retain any amount due to the City from Delinquent Tax Revolving Fund (DTRF) by any such amount then still due and owing the County pursuant to this Contract.

4. Pursuant to section 5 of Act 342, the City may raise the amounts required to be paid to the County under this contract from rates, charges, or assessments from the users and beneficiaries of the Facilities and services within the City, or by levy upon the taxable property of the City. So long as the City timely makes all payments to the County required by this contract, the City may establish, with the consent of the County Agency, the rates, charges and assessments for the services provided by the System. The City acknowledges, however, that the County Agency shall have all rights provided by Act 342, particularly sections 3, 4 and 5, to establish such rates, charges and assessments and to enforce the collection thereof.

5. The County Agency is hereby authorized, but not required, to utilize County personnel for the administration of the Facilities. The City agrees that the Costs (as hereinafter defined) of, and Overhead (as hereinafter defined) for, contract administration, auditing and financial services shall be part of the cost of the Facilities for purposes of paragraph 3 hereof,

whether such services are provided by County personnel or third parties. "Costs" shall be defined in this paragraph to include but not be limited to the cost of labor, including statutory and customary fringe benefits, overtime, Pontiac retiree medical, optical and hearing insurance, Pontiac retiree life insurance, material and supplies, power and utility services, vehicle/equipment rental and subcontractor services devoted specifically to the Facilities, and any other costs that may be deemed appropriate. "Overhead" shall be defined in this paragraph to include but not be limited to 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 contract; an allocation of expenses of the County Agency; and an allocation of the indirect cost of the County charged to the County Agency for support services, such as (but not limited to) legal, personnel, accounting, computer support, and insurance/risk management.

6. It is understood and agreed by the parties hereto that the Facilities are to serve the City and not the individual property owners and users thereof, unless by special arrangement between the County Agency and the City. The responsibility of providing additional facilities as may be needed for the use of the City shall be that of the City, which shall cause to be constructed and maintained, directly or through the County, any such necessary additional facilities. The County shall not be obligated to acquire or construct any facilities other than those designated in paragraph 2 hereof.

7. The County shall have no obligation or responsibility for providing facilities except as herein expressly provided with respect to the acquisition of the Facilities or as otherwise provided by contract. The City shall have the authority and the responsibility to provide such other facilities and shall have the right to expand the facilities of the System by constructing or extending water main or related facilities, connecting the same to the System, and otherwise improving the System. It is expressly agreed, nevertheless, that no such connection

shall be made to the System and no improvements, enlargements or extensions thereof shall be made without first securing a permit therefor from the County. Any such permit may be made conditional upon inspection and approval of new construction by the County.

8. To the fullest extent permitted by law, the City shall indemnify and hold harmless the County and the County Agency, and agents and employees of each of them, from and against Claims, Losses or Liabilities (as hereinafter defined) arising out of or resulting from the Facilities, excluding, however, any Claims resulting from the County's or the County Agency's sole negligence. "Claims" as used in this contract shall be defined to include any and all alleged Losses, claims, complaints, demands for relief or damages, suits, causes of action, proceedings, judgments, deficiencies, Liability, penalties, fines, litigation costs and expenses, including, but not limited to, any reimbursement for reasonable attorney fees, witness fees, court costs, investigation and/or litigation expenses, any amounts paid in settlement, and/or any other amounts, liabilities or Claim(s) of any kind whatsoever which are imposed on, incurred by, or asserted against the County and/or the County Agency by the City or its agents, or any third party or any Claim(s) for which the County and/or the County Agency may become legally and/or contractually obligated to pay or defend against, or any other liabilities of any kind whatsoever, whether direct, indirect or consequential, whether based upon any alleged violation of the constitution (federal or state), any permit, any statute, rule, regulation or the common law, whether in law or contract. "Loss" or "Losses" as used in this Contract means any damages (excluding consequential), deficiencies, dues, principal, interest, penalties, fines, costs, amounts paid in settlement, liabilities, obligations, taxes, liens, losses, expenses, and fees, including court costs and reasonable attorneys' fees and expenses related to or arising out of the condition, operation, maintenance and repair of the Facilities or out of the breach of any representation, warranty or covenant of this Contract. "Liability" as used in this Contract means any responsibility, liability, obligation, expense, Claim, Loss, damage, indebtedness (other than Obligations set forth in Exhibit B), principal, interest, penalty, guaranty or endorsement of or by

any Person, asserted, absolute or contingent, known or unknown, accrued or unaccrued, due or to become due, liquidated or unliquidated, which is related to or arising out of the ownership condition, operation, maintenance and repair of the Facilities.

9. The City has issued the City of Pontiac Sewage Disposal System Revenue Bonds as described in Exhibit B attached hereto (the "Sewage Disposal Revenue Bonds"). The City is obligated to repay the Sewage Disposal Revenue Bonds from the net revenues of the Facilities. The City shall remain obligated to the County to establish rates and charges to its sewage disposal customers to permit the County to generate sufficient net revenues from the Facilities to make all payments due on the Sewage Disposal Revenue Bonds. The County agrees to covenant to the holders of the Sewage Disposal Revenue Bonds to make semiannual payments to the holders of the such debt in the event amounts paid by the City are not sufficient to meet such payments. The City understands and agrees that if there is any amount due and owing to the County (or assignees) under this Agreement, which is still unpaid at the time the County distributes funds to the City from the Delinquent Tax Revolving Fund of Oakland County ("DTRF"), the County (or assignees) shall be entitled to reduce, set-off, and permanently retain any amount due to the City from the DTRF by any such amount then still due and owing the County pursuant to this contract.

10. The parties hereto agree that the costs and expenses of any lawsuits arising directly or indirectly out of this contract or relating to the Facilities, to the extent that such costs and expenses are chargeable against the County or the County Agency, shall be deemed to constitute a part of the cost of the Facilities and shall be paid by the City in the same manner as herein provided with respect to other costs of the Facilities. In the event of such litigation, the County Agency shall consult with the City and shall retain legal counsel agreeable to the County and the City to represent the County; provided that if the County and the City cannot agree as to such representation within a reasonable time, the County Agency shall exercise its discretion as

to the retention of such counsel. This paragraph shall not apply to a lawsuit instituted by the City to enforce its rights under this contract.

11. All powers, duties and functions vested by this contract in the County shall be exercised and performed by the County Agency, for and on behalf of the County, unless otherwise provided by law or in this contract.

12. In the event that any one or more of the provisions of this contract for any reason shall be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions hereof, but this contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

13. This contract shall become effective after its execution by each party hereto. This contract shall remain in full force and effect for a period of forty (40) years from the effective date hereof or until such time all Obligations and any future debt with respect to the System are paid in full, unless terminated earlier by mutual agreement of the parties hereto in writing. At such time as all Obligations and any future debt are paid in full, this contract shall be terminated and ownership of the Facilities shall be transferred to the City unless at that time there are other contractual arrangements between the County and the City. In the event that the Obligations and any future debt have not been paid in full at the end of the 40-year term of this contract, then before the Facilities are transferred to the City, the City shall pay such debt in full and the County shall have no further obligation or responsibility with respect the Obligations or future debt previously incurred.

14. This contract shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. This contract may be executed in any number of counterparts.

15. In the event that a dispute arises among the Parties, the disputing party shall provide the other Party with written notice of the dispute and within twenty (20) days after receipt of said notice, the receiving Party shall submit to the other a written response. The notice and response shall include a statement of each Party's position and a summary of the evidence and arguments supporting its position. Each Party shall designate a high level executive or officer to work together in good faith to resolve the dispute; the name and title of said executive shall also be included in the notice and response. The executives shall meet at a mutually acceptable time and place within thirty (30) days of the date of the disputing Party's notice and thereafter as they reasonably deem necessary to resolve the dispute. If the executives have not resolved the dispute through good faith efforts within sixty (60) days, then, before resorting to taking the case to court, the Parties shall try in good faith to resolve the dispute by mediation administered by the American Arbitration Association ("AAA") under its Commercial Mediation Rules. All costs attributed to mediation shall be borne equally by both Parties. If either Party is unsatisfied with the outcome of the mediation, either Party may file suit.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed and delivered by their duly authorized officers, all as of the day and year first above written.

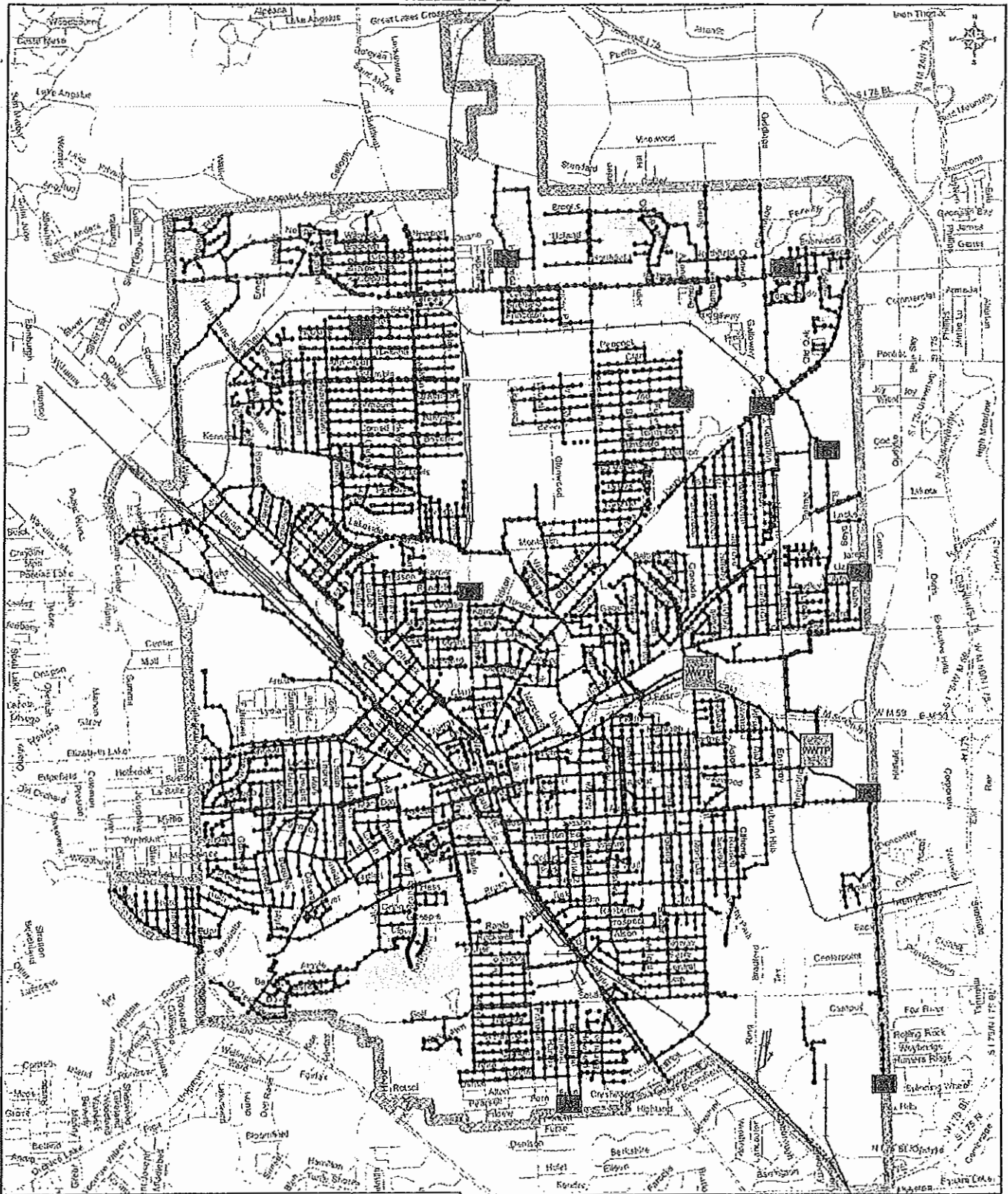
COUNTY OF OAKLAND







By: _____
County Water Resources Commissioner
(County Agency)

CITY OF PONTIAC

By: _____
Its: Emergency Manager

EXHIBIT A



- | | | | |
|---|----------------------------|---|-------------------|
|  | Wastewater Treatment Plant |  | Sanitary Sewer |
|  | Lift Station |  | Street Centerline |
|  | Sanitary Manhole |  | Stream |

Pontiac Sanitary Sewer System

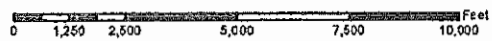


EXHIBIT B

Existing City of Pontiac Sanitary Sewer System Revenue Bonds

I. Publicly Sold Revenue Bond Issues

<u>Issue</u>	<u>Principal Due After July 1, 2012</u>
City of Pontiac Sewage Disposal System Revenue Bonds Series 2002	\$3,060,000.00

II. State Revolving Fund Revenue Bond Issues

<u>Issue</u>	<u>Maximum Principal Due After July 1, 2012</u>
City of Pontiac Sewage Disposal System Revenue Bonds, Series 2010	\$9,315,000
City of Pontiac Sewage Disposal System Revenue Bonds, Series 2011	\$9,230,000
City of Pontiac Sewage Disposal System Revenue Bonds, Series 2011A	\$495,000
City of Pontiac Sewage Disposal System Revenue Bonds, Series 2011B	<u>\$1,060,000</u>
	<u><u>\$20,100,000</u></u>

dmh/EFM Debt Savings

EXHIBIT C
SCOPE OF SERVICES
SEWAGE DISPOSAL SYSTEM OPERATION AND MAINTENANCE

The County agrees to perform the following operation and maintenance services of the Sewage Disposal System (all of the following being referred as the "WRC Services" or "Services") on behalf of the City:

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 Sewage Disposal System, including all Sewage Disposal System force mains, meters, valves, and all other facilities, equipment and appurtenances that are part of the Sewage Disposal System.
3. Compute and bill quarterly, charges for Sewage Disposal System services rendered in accordance with the rates approved by the City and/or County Agency. The Sewage Disposal System service charges will be payable thirty (30) days after the date of each quarterly billing.
4. Provide house lead connection inspections in accordance with City issued permits.
5. Respond to requests from customers and City for maintenance, inspections and repairs, both emergency and routine.
6. Establish, maintain, manage, and administer a Sewage Disposal System Enterprise Fund. Revenue collected by the County shall be deposited and maintained in the Sewage Disposal 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 Sewage Disposal System Enterprise Fund as payment for such Services. The County may establish a reserve for system emergencies or system replacement.
7. Keep all necessary records and books of account pertaining to its dealings with the users of the Sewage Disposal System within the City and the Sewage Disposal System Enterprise Fund, and make same available to the City upon request.
8. Comply with applicable laws and governmental accounting standards in the keeping, management, administration, use and auditing of the Sewage Disposal System Enterprise Fund. Upon request of the City, provide City a quarterly accounting statement, a quarterly operation and maintenance activity report and annual report for the City's review in accordance with the County's fiscal year. Upon request, allow the City or City's agents to audit the Sewage Disposal System Enterprise Fund accounts, books and statements, and provide City with supporting documentation and copies of such materials if requested.

9. Upon request from the City, and in accordance with all applicable laws and ordinances and proper notice to the user, the County shall terminate any sewer service to a sewer customer that has failed to pay sewer charges for a period of ninety (90) days following the date on which the quarterly billing is due for such water service.
10. The County will provide, maintain and monitor a Supervisory Control and Data Acquisition System (SCADA) to provide alarms on Sewage Disposal System facilities operated and maintained by the County.
11. The County will provide a 24-hour, 7-day per week dispatch center to receive alarms from the SCADA system and any other reports of Sewage Disposal System emergencies, and will dispatch emergency service crews to respond to such alarms and reports.
12. The County will, replace or repair existing components of the Sewage Disposal System, which are identified by the County or City to be in need of repair or replacement. Upon completion of such repairs and replacements, the County will provide as-builts and update the GIS infrastructure mapping and database, if the Sewage Disposal System has been altered in any material way. 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 Sewage Disposal System Enterprise Fund.
13. 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 City ordinances.
14. The County shall establish, provide and implement sewer system operation and maintenance related programs, studies, reports, testing, sampling, inspections and surveys in accordance with City, State, and Federal mandates..
15. The County will maintain, and update as necessary, GIS infrastructure mapping and database of the Sewage Disposal System. The County will also provide the City hard and digital copies of the mapping, and updates as requested, in a manner compatible with the City's GIS system, and will provide interconnectivity between the City and County GIS systems when in place. The County will update the GIS mapping and database of the Sewage Disposal System upon being provided as-builts or other information from the City identifying corrections and/or modifications of the Sewage Disposal System and upon the County performing Services that result in modifications of the Sewage Disposal System. The City is responsible for providing accurate "as-built" information.
16. 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)

City of Pontiac Sewage Disposal System
Operation & Maintenance

on behalf of the City as they pertain to the operations and maintenance of the Sewer System.

17. In the event that either the City 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 Act 222 of 2002, 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.
18. In the event System repairs or replacement is deemed attributable to outside parties, (i.e. Contractor damage or customer negligence), WRC shall bill the responsible party at the City's direction. If any, or the entire bill is deemed uncollectible, the uncollected amount will be charged directly to the Sewage Disposal System Enterprise Fund.

