

CONTRACT BETWEEN  
THE COUNTY OF WASHTENAW,  
THE TOWNSHIP OF SYLVAN,  
AND  
THE TOWNSHIP OF LYNDON

LYNDON TOWNSHIP AND SYLVAN TOWNSHIP SANITARY SEWER SYSTEM  
EXPANSION PROJECT

WASHTENAW COUNTY, MICHIGAN

DATED AS OF NOVEMBER 1, 2003

## CONTRACT

THIS CONTRACT (the "Contract") is dated as of November 1, 2003, by and between the COUNTY OF WASHTENAW, a Michigan county (the "County"), the TOWNSHIP OF SYLVAN ("Sylvan") a Township located in the County of Washtenaw, and the TOWNSHIP OF LYNDON ("Lyndon"), a Township located in the County of Washtenaw (together the "Townships").

### W I T N E S S E T H:

WHEREAS, the County has preliminary approved the construction of the Lyndon Township and Sylvan Township Sanitary Sewer System Expansion Project (the "Project") pursuant to Act No. 185, Public Acts of Michigan, 1957, as amended ("Act 185"), to provide for a sanitary sewer system serving the Townships; and

WHEREAS, the Department of Public Works of the County (the "DPW") under the control and direction of the Board of Public Works (the "Board") has been established to administer the powers conferred upon the County by Act 185; and

WHEREAS, it is necessary for reasons of public health and welfare that the Project be undertaken which includes improving the sanitary sewer system and appurtenances described in Appendix A all of which is hereafter referred to as the "Project"; and

WHEREAS, by the terms of Act 185, the County and the Townships are authorized to enter in to a contract for the acquisition, construction and financing of the Project and for the payment of all or a part of the cost of the Project by the Townships with interest, over a period not exceeding 25 years, and the County is then authorized, pursuant to a resolution of its Board of Commissioners and approval by the Board of Public Works, to issue its bonds to be secured by the full faith and credit of the Townships and the full faith and credit of the County; and

WHEREAS, the parties have concluded that the Project, which is urgently needed to provide the means of treating sewage originating within the Townships and thus to promote the health and welfare of the residents of the Townships, can be most economically and efficiently provided and financed by the County acting through the DPW pursuant to the provisions of Act 185; and

WHEREAS, Jones & Henry Engineers, Ltd. (the "Consulting Engineers") have prepared preliminary plans for the Project and also estimates of the cost and period of usefulness of the Project (such preliminary plans as time to time revised or the final plans, as the context may dictate, are referred to in this Contract as the "Plans"), all of which have been submitted to the Board of Commissioners of the County and the governing bodies of the Townships and placed on file with the Board of Commissioners in the office of the DPW; and

WHEREAS, in order to provide for the acquisition and construction of the Project by the County and its financing through the issuance of County Bonds, and for other related matters, it is necessary for the parties to enter into this Contract; and

WHEREAS, it is necessary to adopt a Contract to provide for the Project; and

NOW, THEREFORE, in consideration of the premises and the covenants of each other, the County and the Townships agree as follows:

1. Approval of Project. The County and the Townships approve and agree to the acquisition, construction and financing of the Project under and pursuant to Act 185. The parties approve the designation of "Lyndon Township and Sylvan Township Sanitary Sewer System Expansion" as the name of the Project. The Townships, by way of compliance with Section 29, Article VII, Michigan Constitution of 1963, consent and agree to the establishment and location of the Project and any extension, improvement or enlargement of it within its corporate boundaries in accordance with the terms of this Contract or on land presently owned by and located in the Townships, and to the use by the County of the streets, highways, alleys, lands, rights-of-way or other public places in the Townships for the purpose and facilities of the Project and any improvements, enlargement or extension of it. The Townships further agree that, in order to evidence and effectuate this agreement and consent, they will obtain or assist the County in obtaining all easements, licenses, rights-of-way and/or title to property necessary for completion of the Project and will execute and deliver to the County such easements, rights-of-way, licenses, permits or consents as may be requested by the County. The Cost of obtaining necessary easements, licenses, rights-of-way and/or title to property in connection with the Project shall be Costs of the Project payable from the proceeds of the Bonds as set forth below. The Townships further agree that they will comply with all applicable State and Federal regulations related to this Project.

2. Project Description. The Project shall consist of the public improvements described and specified in Appendix A and as are more particularly set forth in the Plans, which Plans are on file with the DPW and are hereby approved and adopted. The Project shall be acquired and constructed substantially in accordance with the Plans and in accordance with final plans and specifications prepared and submitted by Jones & Henry, Engineering, Inc., but variations from the Plans which do not materially change the location, capacity or overall design of the Project, and which do not require an increase in the total estimated Cost of the Project, may be permitted on the authority of the DPW. Other variations or changes may be made if approved by the DPW and by resolution of the governing bodies of the

Townships and if provisions required by paragraph 5 below are made for payment or financing of any resulting increase in the total estimated cost. The estimates of the Cost of the Project, \$7,000,000, and the period of usefulness of the Project, in excess of 25 years, are likewise approved and adopted.

3. Issuance of Bonds. The County and the DPW shall take or cause to be taken all actions required or necessary, in accordance with Act 185, to procure the issuance and sale of bonds by the County (the "Bonds"), in one or more series, in whatever aggregate principal amount is necessary to defray the Cost of the Project. The Bonds shall be issued in anticipation of, and be payable from, the payments to be made by the Townships to the County as provided in this Contract, shall be secured by the full faith and credit and limited taxing power of the Townships, independently and severally, and the County, and shall be payable in annual maturities, the last of which shall be not more than 25 years from the date thereof.

4. Construction. The construction of the Project will be governed by the contracts to be awarded by the DPW after recommendation by Jones & Henry Engineers, Ltd., Lansing, Michigan.

5. Increase in Bonds. If, after the sale of the Bonds, it becomes necessary to increase the estimated Cost of the Project for any reason, or if the actual Cost of the Project shall exceed the estimated Cost, whether as the result of variations or changes made in the approved Plans or otherwise, then (without the execution of any further contracts or amendment of this Contract) additional bonds, after approval of an authorizing resolution by the Board of Public Works and upon the adoption of such authorizing resolution by the Board of Commissioners, shall be issued to defray such increased or excess Cost to the extent that funds for the same are not available from other sources; provided, however, that no such increase or excess shall be approved and no such additional bonds shall be authorized to be issued, nor shall the County enter into any contract for the acquisition or construction of the Project or any part thereof or incur any obligation for or pay any item of cost therefor, where the effect thereof would be to cause the total Cost of the Project to exceed by more than 5% the total estimated cost as hereinbefore approved, unless the governing bodies of the Townships shall have previously adopted a resolution approving such increase or excess and agreeing that the same (or such part thereof as is not available from other sources) shall be defrayed by the issuance of additional bonds in anticipation of increased or additional payments agreed to be made by the Townships to the County in the manner hereinafter provided; provided, further, that the adoption of such approving resolution by the governing bodies of the Townships shall not be required prior to or as a condition precedent to the issuance of additional bonds by the County, if the County has previously issued or contracted to sell bonds to pay all or part of the Cost of the Project, and the

issuance of the additional bonds is necessary (as determined by the County) to pay such increased, additional or excess costs as are essential to completion of the Project according to the plans as last approved prior to the time when the previous Bonds were issued or contracted to be sold.

6a. Payments by Townships. The Cost of the Project will be defrayed by the issuance of Bonds as provided in paragraphs 3 and 5 above. The Townships independently and severally covenant and agree to pay the principal of, premium, if any, and interest on the expenses and charges (including the DPW's administrative expenses) which are payable on account of the Bonds (such fees, expenses and charges being called "Bond Service Charges"). Payments shall be made to the County in semiannual installments which shall be due and payable 10 days prior to the day specified in the Bonds as the interest payment dates with respect to the Bonds, in amounts at least sufficient to pay all principal, premium, and/or interest falling due on such interest payment dates and all Bond Service Charges then due and payable.

The DPW shall, within 30 days after delivery of the Bonds, supply the County and the Townships with a complete schedule of the payments of principal of and interest on the Bonds, and the DPW shall also, at least 30 days before each payment is due to be made by the Townships, advise the Treasurer of the Townships of the amount payable to the County on such date. If the Townships fail to make any payment to the County when due, the same shall be subject to a penalty of 1% of the amount due for each month or fraction of a month that such amount remains unpaid after it is due. Failure of the DPW to furnish the schedule or give notice as above required shall not excuse the Townships from the obligation to make payment when due. Payments shall be made by the Townships when due whether or not the Project has then been completed or placed in operation. The foregoing obligations shall apply to all Bonds issued by the County to defray the Cost of the Project.

In the event the County is required to pay any amounts to the United States Department of Treasury (the "Treasury") because of regulations issued by the Treasury or the Internal Revenue Service, the Townships shall independently and severally reimburse the County for their portions of such amounts.

6b. Townships' Proportional Share. The parties agree that the Townships' obligations, liabilities, covenants, agreements and undertakings under this contract shall be independent and several, not joint in nature. The Townships shall make their payments in proportion to their share of the overall project as follows:

The Township of Lyndon	57.67%
The Township of Sylvan	43.33%

The shares of the Project set forth above are based on current estimates of the maximum usage of the Project by each of the Townships. It is recognized that there may be differences in amount of special assessment pre-payments and payments from state agencies prior to the sale of bonds that may affect the debt retirement liabilities of each Township. After the Contract is executed but before the Bonds are issued the Townships by resolution may reduce and/or re-allocate the shares of the bond costs in a manner different from the Project costs. The Resolution to be adopted by both of the Townships shall be in the form attached as Appendix C. Once these Resolutions are adopted, a certified copy of each resolution shall be attached to each executed copy of this Contract and thereafter the shares of the Project and respective Townships and their obligations to make payments to the County shall be as set forth in these Resolutions.

7. Advance Payments. If the Townships pay the Cost of the Project or any portion of it prior to the issuance of the Bonds, then the obligations of the Townships shall be adjusted accordingly. The Townships may pay in advance of maturity all or any part of a semiannual installment due to the County on the Bonds by surrendering to the County bonds issued hereunder of a like principal amount maturing in the same calendar year or by paying cash to the County and requesting the County to purchase any Bonds or call any Bonds in accordance with their terms.

8. Use of Excess Bond Proceeds. The proceeds of the sale of the Bonds shall be used solely and only to pay the Cost of the Project. After completion of the Project and payment of all Project Costs, any surplus remaining for the sale of the Bonds shall, at the option of the Townships, be (a) used, with the review and approval of the DPW (which review and approval shall be in accordance with the same planning standards employed to review the Project originally, subject to all applicable laws, regulations and governmental standards then in effect), to extend, enlarge or improve the Project or any other project which has been constructed and/or maintained by the County for the benefit of the Townships, (b) retained by the DPW for the payment of principal of and interest on the Bonds or (c) used to purchase the Bonds on the open market. In the event such surplus is used for principal and interest or used to purchase Bonds, the contract obligations of the Townships with respect to such Bonds or maturities shall be reduced accordingly.

9. Full Faith and Credit. The Townships, pursuant to the authorization of Section 12(2) of Act 185, hereby independently and severally pledge their full faith and credit for the prompt and timely payment of their obligations expressed in this Contract. Each year the Townships shall levy a tax in an amount which, taking into consideration estimated delinquencies in tax collections, will be sufficient to pay its obligations under this Contract coming due before the time of the following year's tax collections, provided, however, that if at the time of making its

annual tax levy, the Townships shall have on hand in cash other funds or reasonably expects to receive other funds (from special assessments (including received or anticipated prepayments thereof), user charges, connection fees or otherwise) which have been or will be set aside and pledged or are otherwise available for the payment of such contractual obligations falling due prior to the time of the next collection, then the annual tax levy may be reduced by such amount. In the event amounts pledged to or otherwise earmarked for payment of the Bonds are received in amounts so great as to jeopardize the status of the County's Bond Payment Fund as a bona fide debt service fund for purposes of federal tax regulations, the County shall, within 30 days prior to the next scheduled payment of principal on the Bonds, devote such excess sum toward the purchase of Bonds on the open market. Any taxes levied by the Townships shall be subject to the applicable statutory and constitutional tax limitations.

10. Failure to Pay; Remedies. In the event that the Townships fail for any reason to pay to the DPW the amounts required to be paid under this Contract when due the County shall have the rights as by provided in and governed by Section 17 of Act 185. In addition to the foregoing, the County shall have all other rights and remedies provided by law to enforce the independent and several obligations of the Townships to make payments to the County under this Contract.

11. Change in Townships. No change in the jurisdiction over territory in the Townships shall in any manner impair the obligations of this Contract. In the event all or any part of the territory of the Townships are incorporated as a new city or is annexed to or becomes a part of the territory of another municipality, the municipality into which such territory is incorporated or to which such territory is annexed shall assume the proper proportionate share of the contractual obligations and right to capacity in the Project of the Townships from which such territory is taken in accordance with law.

12. a. Additions to or Extensions of Project. The County shall not be obligated to acquire or construct any facilities other than those described in paragraph 2 above. The responsibility for providing such additional facilities as may be needed shall be that of the Townships who shall have the right to cause to be constructed and maintained, either directly or through the County, such necessary additional facilities. No extensions of the Project shall be made without DPW approval, which approval shall not be unreasonably withheld or conditioned.

b. Refunding and Advance Refunding. The Bonds may be refunded in the event it appears advantageous in the opinion of the County's Financial Consultant to issue bonds to refund any series of bonds issued by the County pursuant to this Contract (including advance refunding bonds) and the Townships consent to such refunding.

13. Ownership of Project.

(a) The County hereby leases the Project to the Townships and the Townships hereby lease the Project from the County for operation, maintenance and administration for a term commencing upon the completion of the Project or any substantial part of it and ending upon the expiration of this Contract. The Townships shall be responsible for the operation, maintenance and administration of the Project. The County shall have the right to take over operation of the Project and serve individual customers in the event of any default under this Contract by the Townships as provided in paragraph 13(c) below.

(b) So long as not in default hereunder, the Townships shall have the exclusive right and option to establish, maintain, revise and collect rates and charges for sanitary sewer system service to its inhabitants or other persons using any facilities of the Project, and the Townships shall have the exclusive right to determine how the funds derived from the collection of such rates and charges shall be expended. The Townships shall operate and maintain the Project in compliance with all applicable rules and regulations of the Environmental Protection Agency and other authorities.

(c) (i) In the event of any default under this Contract by the Townships, after thirty (30) days written notice to the Townships, the County shall have the right to set a date (the "Transfer Date") on and after which the County will have the right to take over operation of the entire sanitary sewer system which uses any of the facilities acquired by the Project (the "Sanitary Sewer System") within the Townships.

(ii) The Transfer Date set by the County shall be on the first of any month not more than ten months after the date of the notice and not less than sixty days after the notice provided for in subparagraph 13(c) (i) above.

(iii) Unless the default is cured 15 days before the Transfer Date, the County shall have the right, but not the duty, to take over operation of the sanitary sewer system on the Transfer Date, to establish, maintain, revise and collect rates and charges for sanitary sewer system service to all inhabitants connected to or to be connected to the sanitary sewer system in the Townships.

(d) The parties agree that the Project shall be acquired, constructed, operated, maintained and administered for the sole use and benefit of the Townships and its various sanitary sewer system users, and the Townships shall pay all costs in connection with the same, the County remaining the titular owner of the Project only to comply with the provisions of Act 185. So long as no default exists hereunder, the Townships shall have the exclusive right and discretion, subject only to review by the



County on the basis of sound public utility operational procedures and the other terms of this Contract, to determine policy for the use, expansion, improvement, operation, maintenance and administration of the Project.

14. Costs and Expenses. The parties agree that the costs and expenses of any lawsuits arising directly or indirectly out of this Contract or the construction or financing of the Project, to the extent that such costs and expenses are chargeable against the County or the DPW, shall be deemed to constitute a part of the Cost of the Project and shall be paid by the Townships in the same manner as provided in this Contract with respect to other Costs of the Project. In the event of such litigation, the DPW shall consult with the Townships and shall retain legal counsel agreeable to the County and the Townships to represent the County. If the County and the Townships cannot agree as to such representation within a reasonable time, the DPW shall exercise its discretion as to the retention of such counsel.

15. Township Indemnification. The parties hereto hereby expressly agree that the County shall not be liable for and the Townships shall separately and in the proportions stated in paragraph 6b, pay, indemnify and save the County harmless of, from and against all liability of any nature whatever regardless of the nature in which such liability may arise, for any and all claims, actions, demands, expenses, damages, and losses of every conceivable kind, whatsoever (including, but not limited to, liability for injuries to or death of persons and damages to or loss of property) asserted by or on behalf of any person, firm, corporation or governmental authority arising out of, resulting from, or in any way connected with the ownership, acquisition, construction, operation, maintenance and repair of the System, this contract, or the issuance, sale and delivery of the bonds herein described. It is the intent of the parties that the County be held harmless by the Townships from liability for such claims, actions, demands, expenses, damages, and losses, however caused or however arising including, but not limited to, to the extent not prohibited by law, such claims, actions, demands, expenses, damages, and losses even though caused, occasioned or contributed to by the negligence, sole or concurrent, of the County or by negligence for which the County may be held liable. In any action or proceeding brought about by reason of any such claim or demand, the Townships will also pay, indemnify and save the County harmless from and against, all costs, reasonable attorneys' fees, and disbursements of any kind or nature incidental to or incurred in said defense, and will likewise pay all sums required to be paid by reason of said claims, demands or any of them, in the event it is determined that there is any liability on the part of the County. Upon the entry of any final judgment by a court of competent jurisdiction or a final award by an arbitration panel against the County on any claim, action, demand, expense, damage or loss contemplated by this Section and notwithstanding that the County has not paid the same, the Townships shall be obligated to pay to the County upon written

demand therefor, the amount thereof not more than sixty (60) days after such demand is made. Notwithstanding the foregoing, nothing contained in this Section 15 shall be construed to indemnify or release the County against or from any liability which it would otherwise have arising from the wrongful or negligent actions or failure to act on the part of the County's employees, agents or representatives with respect to matters not related to the ownership, acquisition, construction, operation, maintenance or repair of the System, this contract or the issuance, sale or delivery of the bonds herein described.

16. DPW Authority. All powers, duties and functions vested by this Contract in the County shall be exercised and performed by the DPW, for and on behalf of the County, unless otherwise provided by law or in this Contract.

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

18. No Impairment of Bondholder's Interests. The County and the Townships each recognize and declare that the holders from time to time of the Bonds issued by the County under the provisions of Act 185, and secured by the full faith and credit limited tax pledge of the Townships to the payment of the principal of and interest on the Bonds as set forth in this Contract, will have contractual rights in this Contract and it is therefore covenanted and agreed by each of the parties that so long as any of the Bonds remain outstanding and unpaid, the provisions of this Contract shall not be subject to any alteration of or revision which would in any manner adversely affect either the security of the Bonds or the prompt payment of principal of or interest on the Bonds. The right to make changes in this Contract, by amendment, supplemental contract or otherwise, is nevertheless reserved insofar as the same do not have such adverse affect. The Townships and the DPW further covenant and agree that they will each comply with their respective duties and obligations under the terms of this Contract at the times and in the manner set forth in this Contract, and will not suffer to be done any act which would in any way impair the Bonds, the security for them, or the prompt payment of principal of and interest on the Bonds.

19. County Treasurer. It is understood that the County Treasurer may act as the Treasurer of the DPW and that the County Treasurer will have the responsibility to invest all funds coming into the County's possession in connection with the Project. The Treasurer is accordingly authorized to invest any such surplus funds in any obligations permitted by law and credit investment

earnings for the benefit of the Townships to the fund earning the same.

20. Undertaking to Provide Continuing Disclosure. The County and the Townships hereby covenant and agree, for the benefit of the beneficial owners of the Bonds, to enter into a written undertaking (the "Undertaking") required by SEC Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934 (the "Rule") to provide continuing disclosure of certain financial information and operating data and timely notices of the occurrence of certain events in accordance with the Rule. The undertaking shall be substantially in the form attached hereto as Appendix B. This Undertaking shall be enforceable by the beneficial owners of the Bonds or by the Purchaser(s) on behalf of such beneficial owners (provided that the right of the Purchasers and beneficial owners to enforce the provisions of this Undertaking shall be limited to a right to obtain specific enforcement of the obligations hereunder and any failure by the County and the Townships to comply with the provision of this Undertaking shall not be an event of default with respect to the Bonds).

The County Treasurer or Clerk, and the Township Treasurers or Clerks, or other officer of the County or Townships charged with the responsibility for issuing the Bonds, shall provide a Continuing Disclosure Certificate for inclusion in the transcript of proceedings, setting forth the details and terms of the County and Townships' Undertaking.

21. Miscellaneous.

a. Effective Date. This Contract shall become effective after approval by the legislative bodies of the Townships and by the Board of Commissioners of the County, and execution by the authorized officials of the parties. It shall terminate upon the earlier payment in full of all principal of, premium, if any, and interest on the Bonds, at which time the full right, title and ownership to the Project shall revert to the Townships. The County shall take any and all necessary actions to fully transfer ownership of the Project to the Townships, at no cost to the Townships, upon the termination of this Contract.

b. Counterparts. This Contract may be executed in several counterparts each of which shall be deemed one and the same agreement. It shall be binding upon and inure to the benefit of the parties to it and their respective successors and assigns.

c. Contingency. This Contract is contingent upon the County issuing its Bonds to defray the cost of acquiring and constructing the Project, and nothing contained in this Contract shall require the County to acquire or construct the Project if

it is unable, after use of its best efforts, to sell the Bonds to finance the same.

d. Governing Law. This Contract shall be interpreted under the laws of the State of Michigan.

e. Authority. Each party warrants and represents that the execution and performance of this Contract have been duly authorized by all necessary action and do not contravene any policy, resolution or controlling rule.

f. Entire Agreement. This Agreement sets forth the entire agreement between the County and the Townships with respect to the subject matter of this Contract.

g. Captions and Bylines. The captions and bylines used in this Contract are for the convenience of reference only and in no way define, limit or describe the scope of intent of any provision of this Agreement.

h. Use of the Singular. The use in this Contract of the singular shall be deemed to be and include the plural (and vice versa) where applicable.

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

TOWNSHIP OF LYNDON

By: Margann Noah  
Its: Supervisor

By: Linda Reilly  
Its: Clerk

TOWNSHIP OF SYLVAN

By: Charles S. Senger  
Its: Supervisor

By: Luane S. Koch  
Its: Clerk

COUNTY OF WASHTENAW

By: Its Board of Public Works

By: Eugene A. Syson  
Its: Chairman

By: Dee. Seli  
Its: Secretary

## APPENDIX A

### PROJECT DESCRIPTION

The extension of sanitary sewers into Sylvan and Lyndon Townships will provide sanitary service to the following areas;

- Cedar Lake
- Cavanaugh Lake
- Crooked Lake
- Sugarloaf Lake
- Sugarloaf Campground
- Cassidy Lake Tech Center

The system will include construction of a pressure sewer collection system and transmission mains to transport the wastewater from the referenced areas to an existing force main system at the corner of Cavanaugh Lake and Pierce Roads in Sylvan Township. A total of approximately 60,000 lineal feet of 3-inch through 6-inch force mains will be installed along with 324 grinder pump stations and several primary pumping stations. All waste will ultimately be transported to the regional wastewater treatment facility in Leoni Township for final treatment.

The maximum amount of bonded indebtedness for this project is \$7,000,000.

## APPENDIX B

### CONTINUING DISCLOSURE CERTIFICATE

This Continuing Disclosure Certificate (the "Disclosure Certificate") is executed and delivered by the \_\_\_\_\_ (the "Issuer") [\_\_\_\_\_] (the "Obligated Municipality") in connection with the issuance of \$ \_\_\_\_\_ [Name of Issue] (the "Securities"). The Securities are being issued pursuant to a \_\_\_\_\_ Resolution adopted by the Governing Body of the Issuer on \_\_\_\_\_, \_\_\_\_\_; a \_\_\_\_\_ Resolution adopted by the governing body of the Issuer [Obligated Municipality]; and an Award Resolution adopted by the Governing Body of the Issuer on \_\_\_\_\_, \_\_\_\_\_ (collectively the "Resolution") and delivered to \_\_\_\_\_ (the "Purchaser") on the date hereof. Pursuant to the Resolution, the Issuer [Obligated Municipality] has covenanted and agreed to provide continuing disclosure of certain financial information and operating data and timely notices of the occurrence of certain events. In addition, the Issuer [Obligated Municipality] hereby specifically covenants and agrees as follows:

Section 1. Purpose of the Disclosure Certificate. This Disclosure Certificate is being executed and delivered by the Issuer [Obligated Municipality] for the benefit of the holders of the Securities in order to assist the Participating Underwriters within the meaning of the Rule (defined herein) in complying with SEC Rule 15c2-12(b)(5). This Disclosure Certificate constitutes the written Undertaking required by the Rule.

Section 2. Definitions. In addition to the defined terms set forth in the Resolution, which apply to any capitalized term used in this Disclosure Certificate unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

"Annual Report" means any annual report provided by the Issuer [Obligated Municipality] pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

"Audited Financial Statements" means the Issuer's [Obligated Municipality's] annual financial statements, which are currently prepared in accordance with generally accepted accounting principles [GAAP for governmental units as prescribed by GASB] and which the Issuer [Obligated Municipality] intends to continue to prepare in substantially the same form.

"Fiscal Year" means the fiscal year of the Issuer [Obligated Municipality].

"Final Official Statement" means the final official statement dated \_\_\_\_\_, \_\_\_\_\_ delivered in connection with the Securities, which is available from the MSRB.

"Governing Body" means the \_\_\_\_\_ of the Issuer [Obligated Municipality] or such other body as may hereafter be the chief legislative body of the Issuer.

"Issuer" means \_\_\_\_\_ which is the obligated person with respect to the Securities.

["Obligated Municipality" means \_\_\_\_\_ which is an obligated person with respect to the Securities.]

"Issuer Contact" means the [Clerk, or \_\_\_\_\_] of the Issuer who can be contacted at \_\_\_\_\_.

["Obligated Municipality Contact" means the [Clerk, or \_\_\_\_\_] of the Obligated Municipality who can be contacted at \_\_\_\_\_.]

"Material Event" means any of the events listed in Section 5(a) of this Disclosure Certificate.

"MSRB" means the Municipal Securities Rulemaking Board located at 1150 18th Street, N.W., Suite 400, Washington, D.C. 20036.

"NRMSIR" means any nationally recognized municipal securities information repository as recognized from time to time by the SEC for purposes of the Rule.

"Participating Underwriter" means any of the original underwriter(s) of the Securities (including the Purchaser) required to comply with the Rule in connection with the offering of the Securities.

"Repository" means each NRMSIR and each SID, if any.

"Rule" means SEC Rule 15c2-12(b)(5) promulgated by the SEC under the Securities Exchange Act of 1934, as the same may be amended from time to time.

"SEC" means the Securities and Exchange Commission.

"SID" means any public or private repository or entity designated by the State of Michigan as a state information depository for the purpose of the Rule.

Section 3. Provision of Annual Financial Information and Audited Financial Statements.

(a) The Issuer [Obligated Municipality] shall, not later than two hundred seventy (270) days after the end of the Fiscal Year, commencing with the year that ends \_\_\_\_\_, \_\_\_\_\_, provide each Repository with annual financial information which is consistent with the requirements of Section 4 of this Disclosure Certificate. The annual financial information may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 4 of this Disclosure Certificate; provided that the Audited Financial Statements of the Issuer [Obligated Municipality] may be submitted separately from the balance of the annual financial information; and provided further that unaudited financial statements will be included with the other financial information, if audited statements have not already been furnished.

(b) If the Issuer [Obligated Municipality] is unable or fails to provide to the Repositories an Annual Report by the date required in subsection (a), the Issuer [Obligated Municipality] shall send a notice of that fact in a timely manner to the NRMSIRs, the MSRB and any SID.

(c) The Issuer [Obligated Municipality] shall determine each year prior to the date for providing the Annual Report the name and address of each NRMSIR and each SID, if any.

Section 4. Content of Annual Reports. The Issuer's [Obligated Municipality's] Annual Report shall contain or incorporate by reference the following:

Updates of the "State Equalized Valuation", "Taxable Valuation", "County and Townships Tax Rates and Levies", "Tax Collection Record", "General Fund Revenues and Expenditures", and "Debt Statement (Direct and Overlapping Debt)" contained in the Final Official Statement and the current Audited Financial Statements.

Any or all of the items listed above may be incorporated by reference from other documents, including official statements of debt issues of the Issuer [Obligated Municipality] or related public entities, which have been submitted to each of the Repositories or the SEC. If the document incorporated by reference is a final official statement, it must be available from the MSRB. The Issuer [Obligated Municipality] shall clearly identify each such other document so incorporated by reference.

Section 5. Reporting of Material Events.

(a) This Section 5 shall govern the giving of notices of the occurrence of any of the following events in a timely manner if material with respect to the Securities:



1. Principal and interest payment delinquencies;
2. Non-payment related defaults;
3. Unscheduled draws on debt service reserves reflecting financial difficulties;
4. Unscheduled draws on credit enhancements reflecting financial difficulties;
5. Substitution of credit or liquidity providers, or their failure to perform;
6. Adverse tax opinions or events affecting the tax-exempt status of the Securities;
7. Modification to rights of holders of the Securities;
8. Securities calls;
9. Defeasances;
10. Release, substitution or sale of property securing repayment of the Securities; and
11. Rating changes.

(b) Whenever a Material Event occurs, the Issuer [Obligated Municipality] shall promptly file a notice of such occurrence with either all NRMSIRs or with the MSRB and with any SID. Notwithstanding the foregoing, notice of Material Events described in subsections (a) (8) and (9) need not be given under this subsection any earlier than the notice (if any) of the underlying event is required to be given to holders of affected Securities pursuant to the Resolution.

(c) Unless otherwise required by law and subject to technical and economic feasibility, the Issuer [Obligated Municipality] shall employ such methods of information transmission as shall be requested or recommended by the designated recipients of the Issuer's [Obligated Municipality's] information.

Section 6. Termination of Reporting Obligation. The Issuer's [Obligated Municipality's] obligations under the Resolution and this Disclosure Certificate shall terminate upon the defeasance, prior redemption or payment in full of all the Securities.

Section 7. Issuer [Obligated Municipality] Contact; Agent. Information may be obtained from the Issuer [Obligated Municipality] Contact. Additionally, the Issuer [Obligated Municipality] may, from time to time, appoint or engage a

dissemination agent to assist it in carrying out its obligations under the Resolution and this Disclosure Certificate, and may discharge any such agent, with or without appointing a successor dissemination agent. The initial dissemination agent shall be the Municipal Advisory Council of Michigan, 1445 First National Building, Detroit, Michigan 48226.

Section 8. Amendment; Waiver. Notwithstanding any other provision of the Resolution or this Disclosure Certificate, as provided in this Section 8, and any provision of this Disclosure Certificate may be waived, if such amendment or waiver is supported by an opinion of nationally recognized bond counsel to the effect that such amendment or waiver would not, if and of itself, cause the undertakings to violate the Rule. The provisions of this Disclosure Certificate constituting the Undertaking or any provision hereof, shall be null and void in the event that the Issuer [Obligated Municipality] delivers to each then existing NRMSIR and the SID, if any, an opinion of nationally recognized bond counsel to the effect that those portions of the Rule which require this Disclosure Certificate are invalid, have been repealed retroactively or otherwise do not apply to the Securities. The provisions of this Disclosure Certificate constituting the Undertaking may be amended without the consent of the holders of the Securities, but only upon the delivery by the Issuer [Obligated Municipality] to each then existing NRMSIR and the SID, if any, of the proposed amendment and an opinion of nationally recognized bond counsel to the effect that such amendment, and giving effect thereto, will not adversely affect the compliance of this Disclosure Certificate and by the Issuer [Obligated Municipality] with the Rule. Any such amendment may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature, or status of the Issuer [Obligated Municipality] for other obligated person, as defined in the Rule), or type of business conducted. No such amendment may be made unless the Undertaking, as amended, would have complied with the requirements of the Rule at the time of the primary offering of the Securities, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances. No such amendment shall be made unless it does not materially impair the interests of holders of the Securities, as determined by nationally recognized bond counsel. The annual financial information containing any amended operating data or amended financial information will explain, in narrative form, the reasons for the amendment and the impact of the change in the type of operating data or financial information being provided.

If an amendment is made to the Undertaking specifying the accounting principles to be followed in preparing financial statements, the annual financial information for the year in which the change is made will present a comparison between the financial statements or information prepared on the basis of the new account principles and those prepared on the basis of the

former accounting principles. The comparison will include a qualitative discussion of the differences in the accounting principles and the impact of the change in the account principles on the presentation of the financial information , in order to provide information to investors to enable them to evaluate the ability of the Issuer [Obligated Municipality] or any obligated person to meet its obligations. To the extent reasonably feasible, the comparison will also be quantitative. A notice of the change in the accounting principles will be sent to each then existing NRMSIR or the MSRB, and to the SID, if any.

Section 9. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the Issuer [Obligated Municipality] from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Material Event, in addition to that which is required by this Disclosure Certificate. If the Issuer [Obligated Municipality] chooses to include any information in any Annual Report or notice of occurrence of a Material Event in addition to that which is specifically required by this Disclosure Certificate, the Issuer [Obligated Municipality] shall have no obligation under this Disclosure Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Material Event.

Section 10. Default. In the event of a failure of the Issuer [Obligated Municipality] to comply with any provision of this Disclosure Certificate any holder of the Securities may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the Issuer [Obligated Municipality] to comply with its obligations under the Resolution and this Disclosure Certificate. A default under this Disclosure Certificate shall not be deemed an event of default with respect to the Securities and the sole remedy under this Disclosure Certificate in the event of any failure of the Issuer [Obligated Municipality] to comply with this Disclosure Certificate shall be an action to compel performance.

Section 11. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the Issuer [Obligated Municipality], the Participating Underwriters and holders from time to time of the Securities, and shall create no rights in any other person or entity.

IN WITNESS WHEREOF, I have executed this Certificate in my  
official capacity effective the \_\_\_\_\_ day of \_\_\_\_\_,  
\_\_\_\_\_.

\_\_\_\_\_  
[Executive Officer]

\_\_\_\_\_  
Clerk/Secretary

[SEAL]

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APPENDIX C

[FORM OF RESOLUTION]

TOWNSHIP OF \_\_\_\_\_

At a \_\_\_\_\_ meeting of the Township Board of the Township of \_\_\_\_\_, Washtenaw County, Michigan, held at the Township Hall on \_\_\_\_\_, 200\_, at \_\_\_\_:\_\_\_\_ p.m. Eastern \_\_\_\_\_ Time, there were:

PRESENT: \_\_\_\_\_

ABSENT: \_\_\_\_\_

The following resolution was offered by \_\_\_\_\_ and supported by \_\_\_\_\_:

**RESOLUTION TO REALLOCATE THE SHARES  
OF THE LYNDON TOWNSHIP AND SYLVAN TOWNSHIP  
SANITARY SEWER SYSTEM EXPANSION PROJECT  
THROUGH THE WASHTENAW COUNTY BOARD OF PUBLIC WORKS**

WHEREAS, the Township of Lyndon and the Township of Sylvan, both located in Washtenaw County, Michigan (the "Townships") have determined that it is necessary for the public health, safety and welfare of the Townships to construct the sanitary sewer expansion project to service the Townships (the "Project"); and

WHEREAS, the County of Washtenaw (the "County") has entered into a Contract dated as of November 1, 2003 among the County and the Townships (the "Contract") to construct the Project as described in Appendix A thereto, for the Townships; and

WHEREAS, Section 6b of the Contract provides for a re-allocation of the share of each of the Townships of the bond costs after construction bids are received and before bonds are issued to finance the Project.

NOW, THEREFORE, BE IT RESOLVED as follows:

1. Pursuant to Section 6b of the Contract the share of the bond costs of each of the Townships is amended to be as follows:

The Township of Lyndon	_____ %
The Township of Sylvan	_____ %

2. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution be and the same hereby are rescinded.

A vote on the foregoing resolution was taken and was as follows:

YES: \_\_\_\_\_

\_\_\_\_\_

NO: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

THE RESOLUTION WAS THEREUPON ADOPTED.

**TOWNSHIP CLERK'S CERTIFICATE**

The undersigned, being the duly qualified and acting Clerk of the Township of \_\_\_\_\_, Washtenaw County, Michigan, hereby certifies that (1) the foregoing is a true and complete copy of a resolution duly adopted by the Township at a \_\_\_\_\_ meeting held on \_\_\_\_\_, 200\_, at which meeting a quorum was present and remained throughout, (2) the original thereof is on file in the records of the proceedings of the Township Board in my office; (3) the meeting was conducted, and public notice thereof was given, pursuant to and in full compliance with the Open Meetings Act (Act No. 267, Public Acts of Michigan, 1976, as amended); and (4) minutes of such meeting were kept and will be or have been made available as required thereby.

\_\_\_\_\_  
Township Clerk

[SEAL]

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