

MONROE COUNTY SEWAGE DISPOSAL SYSTEM
(IDA-RAISINVILLE SEWAGE DISPOSAL SYSTEM)
SERIES 2021 CONTRACT

THIS CONTRACT, made and entered into as of the 1st day of January, 2021, by and among the COUNTY OF MONROE, a county corporation in the State of Michigan (the "County"), its Drain Commissioner, as County Agency under Act No. 342, Public Acts of Michigan, 1939, as amended, and the TOWNSHIP OF IDA and TOWNSHIP OF RAISINVILLE, each municipal corporations located within the County (each a "Local Unit" and together, the "Local Units").

W I T N E S S E T H:

WHEREAS, by resolution previously adopted by the Board of Commissioners of the County, the Monroe County Drain Commissioner (the "County Agency") was authorized to be established as County Agency pursuant to Act No. 342, Public Acts of Michigan, 1939, as amended ("Act 342"); and

WHEREAS, the duly qualified and acting County Agency has been established with all the rights, powers and duties as specified in Act 342; and

WHEREAS, pursuant to Act 342, the Local Units have acquired and constructed, and the County is now operating, the Ida-Raisinville Sewage Disposal System (the "System") to provide wastewater treatment and sewage disposal service to the Local Units; and

WHEREAS, it is immediately necessary for the public health and welfare of the present and future residents of the Local Units that the County undertake improvements to the System consisting of acquiring, constructing, furnishing and equipping pump station improvements for the Ida-Raisinville Sewage Disposal System, together with all related site improvements, appurtenances and attachments (the "Project") to serve the Local Units; and

WHEREAS, Act 342 authorizes a county to acquire sewage disposal systems and to improve, enlarge, extend and operate such systems; and

WHEREAS, by the terms of Act 342, the County and the Local Units are authorized to enter into a contract for the acquisition, improvement, enlargement or extension of the System and the payment of the cost thereof by the Local Units, with interest, over a period of not exceeding forty (40) years, and the County is then authorized, pursuant to appropriate action of its Board of Commissioners, to issue bonds of the County to provide the funds therefor, secured by the contractual obligations of the Local Units as set forth herein; and

WHEREAS, Act 342 provides the only practicable method and means for acquiring and financing the Project so vitally necessary for the public health and welfare of the residents of the County residing in the Local Units to be served, and will result in the lowest cost for the money necessary to be borrowed for such purpose; and

WHEREAS, plans and an estimate of cost of the Project have been prepared by Spicer Group, consulting engineers of Dundee, Michigan (the “engineers”), which estimate of cost totals \$850,000; and

WHEREAS, it is proposed that a portion of the cost of the Project be financed by the issuance of County bonds in one or more series; and

WHEREAS, each or any series of bonds herein referred to may be sold at a competitive or negotiated sale to a private underwriter or purchaser; and

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

WHEREAS, each Local Unit has or will shortly publish the requisite notice informing its citizens and taxpayers of their referendum rights with respect to this Contract.

THEREFORE, IN CONSIDERATION OF THE PREMISES AND THE COVENANTS OF EACH OTHER, THE PARTIES AGREE AS FOLLOWS:

1. Approval of Acquisition, Construction and Financing of Project. The parties approve and agree to the acquisition, construction and financing of the Project under and pursuant to Act 342.

2. Approval of Plans. The Project shall consist of the improvements to the System, as are more particularly set forth in the preliminary plans which have been prepared and submitted by the consulting engineers, which plans are on file with the County Agency and are hereby approved and adopted.

3. Local Unit Consent to Establishment and Location of Project. Each Local Unit by way of compliance with Section 29, Article VII, Michigan Constitution of 1963, hereby consents and agrees to the establishment and location of the Project within their corporate boundaries and to the use by the County of their streets, highways, alleys, lands, rights-of-way or other public places for the purpose of constructing, operating and maintaining the Project as part of the System, and any improvements, enlargements and extensions thereto.

4. Local Unit Consent to Service. The Project is designed to service those areas in and around the Local Units in need of wastewater treatment service and is immediately necessary to protect and preserve the public health, and each Local Unit does hereby consent to such service being furnished by the Project as a part of the System to the individual users in these areas.

5. Approval of Plans and Cost. The County Agency and the Local Units hereby approve and confirm the preliminary plans for the Project prepared by the engineers and the estimated costs thereof in the amount of \$850,000. The estimated costs includes all surveys, plans, specifications, acquisition of property for rights-of-way, physical construction necessary to acquire and construct the Project, the acquisition of all materials, machinery and necessary equipment, contingency allowance, and engineering, engineering supervision, capitalized

interest, administrative, legal and financing expenses necessary in connection with the acquisition and construction of the Project and the financing thereof.

6. County Agency Acquisition, Construction and Bidding Responsibilities; Requirements for Increased Costs. The County Agency will acquire and construct the Project and for that purpose will take bids for the acquisition and construction thereof prior to the time that any bonds are issued for the purpose of financing costs of the Project. The County Agency shall in no event enter into any final contract or contracts for the acquisition and construction of the Project if such contract price or prices will be such as to cause the actual cost of the Project to the Local Units to exceed the estimated total cost of the Project as approved in this Contract, unless the Local Units, by resolutions of their legislative bodies, (a) approve the increased cost and (b) agree to pay the excess over the estimated cost, either in cash or by specifically authorizing the maximum principal amount of bonds to be issued, as provided in Sections 9 and 10 of this Contract, to be increased to an amount which will provide sufficient funds to meet the increased cost and a similar increase to the installment obligations of the Local Units pledged under the terms of this Contract to the payment of such bonds.

7. Acquisition and Construction in Accordance with Plans and Specifications. The Project shall be acquired and constructed by the County Agency in accordance with the plans and specifications therefor based upon plans approved by this Contract, except that minor variations from the plans and specifications may be made without the approval of the Local Units if such variations shall not materially affect such plans and specifications. All matters relating to engineering plans and specifications, together with the making and letting of final construction contracts for the Project, the approval of work and materials thereunder, and construction supervision, shall be in the exclusive control of the County Agency.

8. County Responsible for Operation, Maintenance, and Administration of System. The County shall be responsible for the operation, maintenance and administration of the Project and the System for the use of residents in the Local Units in the service area of the System.

The County will establish rates and charges for services to persons using the System, upon advice from the Local Units as to amounts necessary to operate and maintain the System and pay debt service on the bonds. Revenues derived from any such rates or charges shall be first used and applied to pay any operation and maintenance costs of the System and thereafter may be applied to pay obligations to the County hereunder or to any costs or expenses of the Local Units reasonably related to sewage disposal system purposes.

The Local Units covenant that should it appear, upon notice from the County, that additional funds will be needed to pay the expenses of operation, maintenance and administration of the System and/or debt service on the bonds when due, the Local Units will promptly increase rates and charges for the use of the System facilities of the Local Unit or provide such moneys from general funds, so that sufficient revenues will be available for such purposes. The County shall have the right to examine the books and records of the Local Units relative to the System and, after conferring with the Local Units, shall have the authority to direct the Local Unit to raise such additional funds, should it appear to the County that additional funds will be needed for such purposes.

The County shall operate, maintain and administer the Project, bill and collect rates and charges established by it, account for such collections and from such collections only pay all costs of the Project, so as to keep all facilities thereof in proper repair and working order. If the County in its sole discretion shall determine that repairs to the Project are necessary, or that some other operation, maintenance or administrative action is necessary, it shall have the right to order the Local Units to raise funds to pay the costs thereof, and the County shall have the authority to make the necessary repairs or take the necessary action itself and charge the same to the Local Units, using any of the methods provided herein for collection of such charges. As a part of its obligation to operate, maintain and administer the System properly, the County shall provide and from rate collections pay for insurance on the Project as well as liability insurance protecting the Local Units, the Project, the County, the County Agency and all officers and employees thereof, such insurance to be in amounts and coverage as is generally carried for public utilities similar to the Project.

The parties hereto agree that the Project shall be acquired, constructed, operated, administered and maintained for the sole use and benefit of the Local Units and its various system users, and the Local Units shall pay all costs in connection therewith. The Local Units shall have the exclusive right and discretion, subject only to review by the County Agency on the basis of sound public utility operational procedure, to determine policy for the use, expansion and improvement of the System.

9. County Agency Actions. To provide for the construction and financing of the Project in accordance with the provisions of Act 342 the County Agency shall take the following steps:

(a) The County Agency will submit to the Board of Commissioners of the County a resolution or resolutions providing for the issuance of bonds in the aggregate principal amount of not to exceed Eight Hundred Fifty Thousand Dollars (\$850,000) (except as authorized pursuant to Section 6 of this Contract), in one or more series, to finance costs of the Project. The bonds shall mature serially as hereinafter provided and shall be secured primarily by the contractual obligations of each Local Unit to pay its installments due, plus interest, as hereinafter provided in this Contract, and secondarily, if approved by a majority of the members-elect of the Board of Commissioners, by the full faith and credit of the County. After due adoption of any such resolution, the County Agency will take all necessary legal procedures and steps necessary to effectuate the sale and delivery of the bonds.

(b) The County Agency shall take all steps necessary to take bids for and enter into and execute final construction contracts for the acquisition and construction of the Project as specified and approved earlier in this Contract, in accordance with the plans and specifications therefor based on the plans as approved by this Contract. The contracts shall specify a completion date agreeable to the Local Units and the County Agency.

(c) The County Agency will require and procure from the contractor or contractors undertaking the actual construction and acquisition of the Project all necessary and proper bonds to guarantee the performance of the contract or contracts, and

such labor and material bonds as may be required by law, in such amount and such forms as may be approved by the County Agency.

(d) The County Agency, upon receipt of the proceeds of sale of any bonds referred to in this Contract, will comply with all provisions and requirements provided for in the resolution authorizing the issuance of such bonds and this Contract relative to the disposition and use of the proceeds of sale of such bonds.

(e) The County may temporarily invest any bond proceeds or other funds held by it for the benefit of the Local Units as permitted by law, and investment income shall accrue to and following the fund producing such income. Neither the County nor the Local Units shall invest, reinvest, or accumulate any moneys deemed to be proceeds of the bonds pursuant to applicable federal law and regulations, in such a manner as to cause the bonds to be “arbitrage bonds” within the meaning of the law and regulations, nor shall either take or fail to take any actions which would cause the interest on the bonds to be included in gross income for federal income taxation purposes.

10. Payments by Local Units. The cost of the Project to be financed by the issuance of the bonds shall be charged to and paid by the Local Units to the County in the manner and at the times herein set forth. The principal amount of the bonds shall be paid to the County in annual principal installments, plus interest and other expenses as hereinafter provided, on May 1st of each year, as set forth in the schedule attached hereto as Exhibit A.

The percentage share of payments under this Contract allocated to each Local Unit (each Local Unit’s “Local Unit Share”) shall be based on the following allocation:

Township of Ida	71.80%
<u>Township of Raisinville</u>	<u>28.20%</u>
	100.00%

It is understood and agreed that the bonds of the County previously referred to will be issued in anticipation of the above contractual obligation, with principal maturities on May 1 of each year, corresponding to the principal amount of the above-described installments, and the Local Units shall also pay to the County in addition to the principal installments, on May 1st and November 1st of each year, commencing November 1, 2021, or such other date as required to meet the debt service on the bonds, as accrued interest on the principal amount remaining unpaid, an amount sufficient to pay all interest due on the succeeding interest payment dates (May 1st and November 1st) on the County bonds from time to time outstanding. From time to time as the County Agency is billed by the paying agent for the bonds to be issued for its services as paying agent/transfer agent/registrar for the bonds, and as other costs and expenses accrue to the County Agency from handling of the payments made by the Local Units, or from other actions taken in connection with the Project, the County Agency shall promptly notify the Local Units of the amount of such paying agent fees and other costs and expenses, and the Local Units shall promptly remit to the County Agency sufficient funds to meet such fees and other costs and expenses.

It is understood and agreed that the payments described in the previous paragraph are required to be made for the purpose of paying principal and interest on the bonds to be issued by the County for the Local Units and for costs related to the issuance and servicing of the bonds and therefore the Local Units will make the payments to the County not less than three (3) business days prior to the payment date.

It is further understood that each Local Unit may determine to use available cash to pay all or part of its share of the cost of the Project not less than thirty (30) days prior to the sale of the bonds. In such event, the Local Unit shall notify the County Agency in writing of the amount of its cash contribution towards the cost of the Project and such contribution shall be used to reduce the amount of bonds issued for the Project. The allocation of debt service on the bonds and contractual obligations under this Contract for each Local Unit shall then be adjusted by the County Agency to take into account the Local Unit's cash contribution based on the Local Unit Share set forth above.

Should cash payments be required from the Local Units in addition to the amounts specified in the preceding paragraphs of this Section 10 to meet costs of constructing the Project, the Local Units shall, upon written request by the County Agency, furnish to the County Agency satisfactory written evidence of their agreement and ability to make such additional cash payments, and the County Agency may elect not to proceed with the acquisition or financing of the Project until the County Agency receives such written evidence. The Local Units shall pay to the County Agency such additional cash payments within thirty (30) days after written request for such payment has been delivered by the County Agency to the Local Units.

It is further understood that in the event that principal amount of the bonds is reduced as provided in Section 16 of the Contract, then the annual principal installments shall be adjusted by the County acting through the County Agency and the County Agency shall notify the Local Units of such adjustments as provided in the following paragraph.

The County Agency shall, within thirty (30) days after the delivery of any bonds of the County previously referred to (including delivery to MFA as provided in the SRF program, if applicable), furnish the Local Units with a complete schedule of maturities of principal and interest thereon, and the Board shall also, at least thirty (30) days prior to each principal and/or interest installment due date, advise the Local Units, in writing, of the exact amount of principal and/or interest due on the County bonds on the next succeeding bond principal and/or interest due date, and payable by the Local Units on the first day of the month immediately preceding, as previously provided. Failure of the Board to notify the Local Units of any such payment shall not relieve the Local Units of the obligation to make such payment.

If any principal installment or interest is not paid when due, the amount not so paid shall be subject to a penalty, in addition to interest, of one percent (1%) thereof for each month or fraction thereof that the same remains unpaid after the due date.

11. Limited Tax Full Faith and Credit Pledge of Each Local Unit. Each Local Unit, pursuant to specific authorization of Section 5a of Act 342, hereby irrevocably pledges its full faith and credit for the prompt and timely payment of its obligations pledged for bond payments as expressed in this Contract. Pursuant to such pledge, if other funds are not available, the Local

Units shall be required to pay such amounts from any of its general funds as a first budget obligation, and shall each year, commencing with the year 2021, levy an ad valorem tax on all the taxable property in the Local Units in an amount which, taking into consideration estimated delinquencies in tax collections, will be sufficient to pay such obligations under this Contract becoming due before the time of the following year's tax collections, such annual levy, however, to be subject to applicable constitutional and statutory limitations, unless this Contract is approved by vote of the electors of the Local Units. The foregoing commitments of the Local Units are expressly recognized as being for the purpose of providing funds to meet its contractual obligations in anticipation of which the County bonds previously referred to are issued. Nothing herein contained shall be construed to prevent the Local Units from using any, or any combination of, the means and methods provided in Act 342, for the purpose of providing funds to meet its obligations under this Contract, and if at the time of making the annual tax levy there shall be other funds on hand earmarked and set aside for the payment of the contractual obligations due prior to the next tax collection period, then such annual tax levy may be reduced by such amount. It is the intent of each Local Unit to generate sufficient revenue from the rates and charges from users of the System to meet its debt service obligations under this Contract, and such funds may be taken into account when determining a Local Unit's obligation to levy taxes to the extent such moneys are available to pay the obligations incurred by the Local Unit pursuant to this Contract.

12. Prepayment. Each Local Unit may pay in advance any of its payments required to be made by this Contract, in which event the County Agency shall credit the Local Unit with such advance payment on future-due payments to the extent of such advance payment.

13. Additional Payments Applied to Call of Refunding Bonds. If any bonds referred to in this Contract are callable, each Local Unit may pay additional moneys over and above any of the payments specified in this Contract, with the written request that the additional funds be used to call bonds for redemption prior to maturity, in which event the County Agency shall be obligated to apply and use the moneys for such purpose to the fullest extent possible. Such moneys shall not then be credited as advance payments under the provisions of Section 12 of this Contract.

14. Default by Local Unit. In the event that a Local Unit shall fail for any reason to pay to the County Agency at the times specified the amounts required to be paid by the provisions of this Contract, the County Agency shall immediately give notice of such default and the amount thereof, in writing, to the Local Unit's Treasurer, the County Treasurer, the Treasurer of the State of Michigan and such other official charged with the disbursement to the Local Unit of funds returned by the State and now or hereafter under Act 342 available for pledge, as provided in this Section, and if such default is not corrected within ten (10) days after such notification, such official charged with disbursement to the Local Unit of the funds, is specifically authorized by each Local Unit to withhold from the funds the maximum amount permitted by law necessary to cure the deficiency, and to pay the sums so withheld to the County Agency, to apply on the obligations of the Local Unit as herein set forth. Any such moneys so withheld and paid shall be considered to have been paid to the Local Unit within the meaning of the Michigan Constitution of 1963, the purpose of this provision being solely to voluntarily authorize and pledge the use of the funds in such amounts as may be permitted by law owing to the Local Unit to meet any past-due obligations of the Local Unit due under the provisions of

this Contract. In addition to the foregoing, the County Agency shall have all other rights and remedies provided by law to enforce the obligations of the Local Units to make its payment in the manner and at the times required by this Contract, including the right of the County to direct the Local Units to make a tax levy or rate increase to reimburse the County for any funds advanced. The Local Units will not take any action to reduce the right of the County to receive the state-returned moneys in the event of default.

15. Payments to be Pledged for Debt Service on Bonds. It is specifically recognized by each Local Unit that the debt service payments required to be made by it pursuant to the terms of Section 10 of this Contract are to be pledged for and used to pay the principal of and interest on the bonds to be issued by the County, as provided by this Contract and authorized by law, and each Local Unit covenants and agrees that it will make all required payments to the County Agency promptly and at the times herein specified without regard to whether the Project is actually completed or placed in operation.

16. Reduction in Amount of Bonds Issued; Insufficiency of Bond Proceeds. If after construction bids are received it is determined that the estimated cost of the Project shall be less than approved in Section 5 of this Contract and that the amount of bonds of the County authorized in this Contract may be reduced, then the County Agency shall be automatically authorized to reduce the amount of bonds sold and the annual principal installments specified in Section 10 of this Contract and Exhibit A to this Contract (including Exhibit A as amended pursuant to Section 10 of this Contract) shall be automatically revised according to the new debt service schedule for the bonds, without the necessity of publication of notice of such revision.

If, after construction bids for the Project are let, the proceeds of the sale of the bonds to be issued by the County are for any reason insufficient to complete any component of the Project, the County shall be automatically authorized to issue additional bonds in an aggregate principal amount sufficient to complete such portions of the Project, and the annual payments required to be made hereunder by the Local Units shall also be increased in an amount so that the total payments required to be made as increased will be sufficient to meet the annual principal and interest requirements on the bonds herein authorized, plus the additional bonds to be issued. It is expressly agreed between the parties hereto that the County shall issue pursuant to this Contract and the Local Units shall be committed to retire such amount of bonds as may be necessary to pay all costs of the Project, whether or not in excess of those presently estimated herein. Any such additional bonds shall comply with the requirements of Act 342, and any increase in the annual payments shall be made in the manner and at the times specified in this Contract. In lieu of the additional bonds, the Local Units may pay over to the County in cash sufficient moneys to complete the Project.

17. Additional Bonds. After completion of the Project and payment of all costs thereof, any surplus remaining from the proceeds of sale of bonds shall be used by the County Agency for either of the following purposes, at the option of and upon request made by resolution of each of the Local Units, to wit: (a) for additional System improvements, subject to approval of the County Agency, or (b) for credit by the County Agency toward the next payments due the County Agency by the Local Units hereunder.

18. Connection Contracts. All contracts for connection to the System made during construction of the Project shall be made by the County Agency with the cooperation of the Local Units. The actual costs of such connections shall be paid by those premises in the Local Units connecting to the System except to the extent that the costs of such connections are included in the cost of the Project.

19. Obligations and Undertakings Conditioned Upon Issuance of Bonds. The obligations and undertakings of each of the parties to this Contract shall be conditioned on the successful issuance and sale of bonds pursuant to Act 342, and if for any reason whatsoever the bonds are not issued and sold within three (3) years from the date of this Contract, then this Contract, except for payment of preliminary expenses and ownership of engineering data, shall be considered void and of no force and effect. In the event that the bonds are not issued and sold, all preliminary legal and engineering costs shall be paid by the Local Units, and the Local Units shall have ownership, possession and use of all plans and specifications, surveys and other engineering data and materials prepared.

20. Rights of Bondholders. The County Agency and the Local Units each recognize that the holders from time to time of the bonds issued by the County under the provisions of Act 342 to finance costs of the Project will have contractual rights in this Contract, and it is therefore covenanted and agreed by each of them that so long as any of the bonds shall remain outstanding and unpaid, the provisions of this Contract shall not be subject to any alteration or revision which would in any manner materially affect either the security of the bonds or the prompt payment of principal or interest thereon. The Local Units and the County Agency further covenant and agree that they will each comply with their respective duties and obligations under the terms of this Contract promptly at the times and in the manner herein set forth, and will not suffer to be done any act which would in any way impair the bonds, the security therefor, or the prompt payment of principal and interest thereon. It is hereby declared that the terms of this Contract, insofar as they pertain to the security of any such bonds, shall be deemed to be for the benefit of the holders of the bonds.

21. Term. This Contract shall remain in full force and effect for a period of forty (40) years from the date hereof; provided that, at such time within the forty-year term as all of the bonds are paid, this Contract shall be terminated, and full right, title and interest in the Project shall be transferred to the Local Units, with such right, title and interest to be allocated among the Local Units in accordance with the parties' interests in the Project, which may be governed by any then existing or new agreements between the Local Units and the County. In any event, the obligation of the Local Units to make debt service payments required by Section 10 of this Contract shall be terminated at such time as all of its debt service installments are paid in full, together with any deficiency or penalty thereon.

22. Local Unit Payment of Costs; Indemnification. In accordance with the established policy of the County of Monroe, as promulgated by the Board of Commissioners and its predecessor, the Board of Supervisors, all Act 342 contracts (including this contract) provide that the total cost (less funds, if any, which may become available from other sources) of each project shall be paid by the contracting local unit or units of government, in this instance the Local Units.

The parties hereto hereby expressly agree that the County shall not be liable for and the Local Units shall 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 Project, 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 Local Units from liability for such claim, 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, legal and expert witness fees, 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 Local Units will also pay, indemnify and save the County harmless from and against all costs, attorneys' fees and disbursements of any kind or nature incidental to or incurred in the defense, and will likewise pay all sums required to be paid by reason of the 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 Local Units 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. In the event that any action or proceeding is brought against the County by reason of any such claims or demands, whether the claims or demands are groundless or not, the Local Units shall, upon written notice and demand from the County, resist and defend such action or proceeding on behalf of the County, but will not settle any such action in the proceeding without written consent of the County.

In the event of such litigation, mediation or arbitration, the County Agency shall consult with each Local Unit and shall retain legal counsel agreeable to both the County and the Local Units to represent the County; provided that if the County and the Local Units cannot agree as to such representation within a reasonable time, the County Agency shall exercise his discretion as to the retention of such counsel.

Notwithstanding the foregoing, nothing contained in this Section 22 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 Project, the System, this Contract or the issuance, sale or delivery of the bonds herein described.

As used in this Section the term "County" shall include the County Agency.

The County will require or procure from the contractor or contractors undertaking the actual construction of the Project insurance protecting both the Local Units and the County

(including the County Agency) from liability in connection with such construction. The cost of such insurance shall be considered to be a part of the cost of the Project.

23. [Reserved.]

24. Successors and Assigns. This Contract shall inure to the benefit of and be binding upon respective parties hereto, their successors and assigns.

25. Effectiveness and Execution of Contract. This Contract shall become effective upon the latest of the following: (a) approval of this Contract by the legislative bodies of each of the Local Units, by the County Agency and by the Board of Commissioners of the County; (b) execution by the Supervisor and Clerk of each of the Local Units, by the Drain Commissioner as the County Agency, and by the Chairman of the Board of Commissioners of the County and the County Clerk for and on behalf of the County; and (c) the expiration of 45 days after the date of publication by each of the Local Units of a notice of entry into this contract as provided in Section 5b of Act 342 unless the effectiveness of this Contract is stayed by reason of the filing of a petition for referendum thereon, in which case upon approval by a majority of the electors of such Local Unit voting thereupon at an election called and held for that purpose. This Contract may be executed in several counterparts.

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

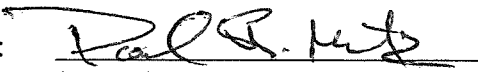
COUNTY OF MONROE

By: _____
Chairman of the Board
of Commissioners

By: _____
County Clerk

By: _____
County Drain Commissioner
County Agency

TOWNSHIP OF IDA

By:  _____
Supervisor

By:  _____
Township Clerk

TOWNSHIP OF RAISINVILLE

By: _____
Supervisor

By: _____
Township Clerk

EXHIBIT A

Based on a bond amount of \$850,000, installments due the County on May 1 in the years and amounts as follows:

<u>Year</u>	<u>Amount</u>
2022	\$25,000
2023	30,000
2024	30,000
2025	30,000
2026	35,000
2027	35,000
2028	35,000
2029	40,000
2030	40,000
2031	40,000
2032	40,000
2033	40,000
2034	40,000
2035	60,000
2036	65,000
2037	65,000
2038	65,000
2039	65,000
2040	70,000

