

**HIGGINS LAKE UTILITIES AUTHORITY**  
**SEWAGE DISPOSAL AND COLLECTION SYSTEM CONTRACT**

**THIS CONTRACT** (the "Contract"), made and entered into as of the 1st day of September, 2007, by and among: (A) the Higgins Lake Utilities Authority (the "Utilities Authority"), an authority organized and existing under and pursuant to the Municipal Sewage and Water Supply Systems Act, Act No. 233, Public Acts of Michigan, 1955, as amended ("Act 233"); (B) the Township of Lyon, Roscommon County, Michigan ("Lyon Township"), a Michigan general law township organized and operating under and pursuant to the laws of the State of Michigan; and (C) the Township of Beaver Creek, Crawford County, Michigan ("Beaver Creek Township"), a Michigan general law township organized and operating under the laws of the State of Michigan (Lyon Township and Beaver Creek Township are each referred to herein individually as a "Local Unit", and collectively as the "Local Units").

**WHEREAS**, the Local Units have caused the Utilities Authority to be incorporated and organized under and pursuant to Act 233, for the purpose of acquiring, owning, improving, enlarging, extending, and operating sewage disposal systems, water supply systems, solid waste management systems, or a combination of such systems, and the parties to this Contract are authorized by Act 233 and the Articles of Incorporation of the Utilities Authority to enter into contracts for the acquisition of such systems by the Utilities Authority to serve benefitting properties located within the Local Units, and for the financing of the cost of such systems by the issuance of bonds by the Utilities Authority (the "Authority Bonds") secured by the pledges of the full faith and credit of the Local Units for the payment of their respective shares of such costs; and

**WHEREAS**, the Local Units are in immediate need of a sewage disposal and collection system to serve certain parcels of property located within Lyon Township and Beaver Creek Township, record title to which property is presently held by the Camp Curnalia Cottage Owner's Association, and which property is commonly known as "Camp Curnalia" (the "Property"); and

**WHEREAS**, C2AE of Gaylord, Michigan (the "Engineer"), has been retained as project engineers to perform all necessary engineering services with respect to the acquisition and construction of the sewage disposal and collection system; and

**WHEREAS**, in order to provide for the acquisition and construction of the Project, and the financing thereof, and for other related matters, it is necessary for the parties hereto to enter into this Contract, which has been approved and its execution authorized by the respective governing body of each Local Unit, and all other necessary actions have been taken and all necessary conditions have been satisfied and performed in order to permit such execution.

**NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES AND THE MUTUAL UNDERTAKINGS AND OBLIGATIONS OF EACH OF THE PARTIES TO THIS CONTRACT, THE PARTIES HERETO AGREE AS FOLLOWS:**

1. (A) The Utilities Authority shall acquire and finance the acquisition and construction of the Project in accordance with the terms and conditions of Act 233, and as hereinafter provided, and any and all related appurtenances, equipment and rights in land for the sewage disposal and collection system (the "System") to service the Property, all as more particularly described in **Exhibit A**. The Project shall be acquired by the Utilities Authority and constructed substantially in accordance with the preliminary plans (which are hereby approved and adopted) and the final plans and specifications to be submitted by the Engineer. Thereafter, variations and changes in such final plans and specifications which do not materially alter or change the location, nature, design or capacity of the Project, and which do not require any increase in the total estimated cost of the Project, maybe permitted on the authorization of the Chairman of the Utilities Authority. Other variations or changes to the Project may be made by the Board of Directors of the Utilities Authority only if approved by resolutions of the governing bodies of the Local Units, and only if provision is made as provided in **Section 6** of this Contract for the payment and/or financing of any resulting increase in the total estimated cost for the Project.

(B) The total estimated cost of the Project in the amount of not to exceed Five Million Six Hundred Thousand Dollars (\$5,600,000) (the "Estimated Cost"), and the estimate of thirty (30) years and upwards as the period of the useful life for the Project, are hereby approved and adopted by the parties.

2. The Local Units consent and agree to the location, construction and operation of the Project and the System within their corporate boundaries and to the free use, if necessary, by the Utilities Authority of their streets, highways, alleys, lands, rights-of-way and other public places for the purpose of the location, construction, and operation of the Project, and for the purpose of similar location, construction and operation of any improvements, enlargements of or extensions to the Project and System. The Local Units further agree that, in order to evidence and effectuate the foregoing consent and agreement, they will (upon agreement with the Utilities Authority as to location) execute and deliver to the Utilities Authority such grant of easement, right-of-way, license, permit or consent as may be reasonably requested by the Utilities Authority and further hereby authorize and designate the Utilities Authority as their agent to contract for the construction and acquisition of the Project. The location of the Project as set forth in the plans and specifications, primarily within the Township of Lyon and the Township of Beaver Creek, is specifically ratified and approved hereby.

3. (A) The Utilities Authority shall proceed to take or cause to be taken all actions required, in accordance with Act 233, to procure the issuance of its negotiable bonds, in one or more series, in whatever aggregate principal amount is necessary, not to exceed Five Million Dollars (\$5,000,000), to pay the capital costs of the Project. The capital costs of the Project shall for such purposes include, but not be limited to, the costs of all land, labor, equipment and other materials and property, all engineering, legal, financial, administrative and other fees and expenses, and such amounts for capitalized interest and contingencies which are necessary or incidental to the acquisition and construction of the Project, and the financing thereof by the issuance of Utilities

Authority Bonds or otherwise, in such discounts as may be necessary to market and sell the Utilities Authority Bonds.

(B) The Utilities Authority Bonds shall be so issued by the Utilities Authority in accordance with the terms of Act 233, shall be secured by the full faith and credit pledge of the Local Units, subject to applicable constitutional and statutory tax rate limitations, for the payment of the total cost of the Project in annual installments as hereinafter provided, and shall be serial bonds with annual principal maturities, the first of which shall not be for more than three (3) years and the last of which shall not be more than twenty-three (23) years from the date thereof. Utilities Authority Bonds may be issued to the Michigan Municipal Bond Authority as a part of the State of Michigan's State Revolving Fund ("SRF") program, and such requirements as may be imposed by the Utilities Authority are hereby authorized, including serial delivery of proceeds during the construction period. The Chairperson or Treasurer of the Utilities Authority are hereby authorized to modify the proposed maturity schedules for the Utilities Authority Bonds, or to conform the Utilities Authority Bond maturities to the requirements of the purchaser thereof.

4. Upon the sale and delivery of the Utilities Authority Bonds, the Utilities Authority and/or its agents shall proceed to acquire any necessary lands and interest in lands for the Project, take construction bids for the Project, enter into construction contracts with the lowest responsible bidder or bidders, procure from the contractors all necessary and proper bonds and insurance policies, cause the Project to be constructed within a reasonable time, and do all of the things required by the laws of the State of Michigan and by this Contract with respect to the Project.

5. (A) The total cost of the Project is hereby allocated to be paid by the Local Units in accordance with the recommended cost allocation schedule attached hereto and made a part hereof as **Exhibit B**. The total cost of the Project for this purpose shall include not only be items of capital cost as described in **Section 3(A)**, but also all interest payable by the Utilities Authority on its Utilities Authority Bonds issued as herein provided and all paying agent fees and other expenses and charges (including the administrative expenses of the Utilities Authority and/or its agents) which are attributable to the issuance and payment of said Utilities Authority Bonds (such fees, expenses and charges being sometimes referred to herein as the "Utilities Authority Bond service charges").

(B) The Local Units shall pay such total cost to the Utilities Authority in cash on the date of issuance of the bonds, or in annual principal installments and semiannual interest installments, which shall be due and payable to the Utilities Authority in each year at least 30 days before the date specified in the Utilities Authority Bond as the annual principal and semiannual interest payment maturity date thereof. The aggregate amount of each installment so payable by the Local Units shall be the total amount required by the Utilities Authority to pay all Utilities Authority Bond principal and interest and all Utilities Authority Bond service charges which become due and payable on such principal or interest payment date. Any Local Unit electing to pay its pro rata share in cash shall so elect by furnishing a certified copy of a resolution of the governing body appropriating sufficient funds for that purpose.

(C) The Utilities Authority shall, within 30 days after the delivery of the Utilities Authority Bonds to the purchaser thereof, furnish the respective treasurer of each Local Unit with a complete schedule of the principal and interest maturities thereon, and the Utilities Authority shall also, at least 30 days before each installment is due and payable, give written notice to each treasurer as to the amount payable to the Utilities Authority on such due date. Failure to furnish schedules or to give the written notice shall not excuse the Local Units from their obligation to make payment when due.

(D) In the event that it shall become necessary for the Utilities Authority to issue its Utilities Authority Bonds in addition to the Utilities Authority Bonds originally contemplated by this Contract to pay a portion of the cost of the Project, the foregoing obligations shall apply to such additional portion of the cost and to such additional bonds insofar as appropriate thereto, which additional portion of the cost and which additional bonds (with interest and bond service charges) shall be paid as hereinbefore provided.

(E) The Local Units may pay in advance any amounts payable by the Local Units to the Utilities Authority pursuant to this Contract and in that event shall be credited therefore on future due amounts as may be agreed with the Utilities Authority.

(F) In the event that any of the Local Units shall fail to make any of the payments required under this Contract, the unpaid amount shall continue to be an obligation of the respective Local Unit until such amount shall be fully paid, and the respective Local Unit agrees to pay the same with interest thereon at a rate of ten percent (10%) per annum from the date when due until paid in full.

(G) The Local Units shall not be jointly and severally liable for the payment of the Utilities Authority's costs as provided in this section. The liability of each Local Unit shall be limited to its apportionment of the Utilities Authority's total costs as provided in **Exhibit B**, and no Local Unit shall be liable for the payment of the share of another Local Unit.

6. (A) In the event that for any reason it is found and determined by the Utilities Authority that: (1) the Estimated Cost of the Project must be and is increased by the Engineer, or (2) the actual cost of the Project exceeds or will exceed the Estimated Cost, with the result that such estimated or actual cost exceeds or will exceed the principal amount of the Utilities Authority Bonds which the Utilities Authority has issued or has authorized to be issued, then, in any such event, the Utilities Authority shall (without the necessity of the execution of any further contract for the amendment of this Contract, but pursuant to an authorizing resolution adopted therefore by its Board of Directors) issue its additional Utilities Authority Bonds in such increased or additional amount as shall be necessary to defray such increased additional or excess cost, to the extent that funds therefor are not provided or agreed to be provided upon demand and in cash by the Local Units or are not available from other sources, and the Local Units agree that, in the event of the issuance of such increased or additional bonds, they will pay to the Utilities Authority such increased, additional or excess costs as is represented by the principal amount of said additional bonds, together with the

interest thereon in the bond service charges pertaining thereto, in semiannual installments and upon the same terms and conditions as provided in **Section 5** hereof with respect to its other obligations.

(B) It is nevertheless agreed, notwithstanding Section 6(A) above, that no such increased, additional or excess costs shall be approved, and no such increased or additional Utilities Authority Bonds shall be authorized to be issued, nor shall the Utilities Authority enter into any contract for the acquisition or construction of the Project or any part thereof or incur any obligation or pay any item of cost, where the effect thereof would be to cause the total cost of the Project to exceed by more than 5% the Estimated Cost as provided in **Section 1(B)**, unless the respective governing body of each Local Unit shall have previously adopted a resolution approving such increased, additional or excess costs and providing for the payment thereof (or such part thereof as is not available from other sources) by the Local Unit in cash or by the issuance of increased or additional bonds of the Utilities Authority on the security of increased or additional payments agreed to be made by the Local Units, and semiannual installments as set forth in **Section 5**.

7. In the event that the actual total cost of the Project is less than the Estimated Cost [as provided in **Section 1(B)** or subsequently revised], then any surplus available to the Utilities Authority from the sale of the Utilities Authority Bonds shall be used to call Utilities Authority Bonds for redemption or, prior to the first call date, to purchase the bonds on the open market, or if authorized by resolutions of the respective governing body of each Local Unit, to apply to future payments due to the Utilities Authority from the respective Local Units, or to improve, enlarge, or extend the Project and System. Any such surplus may, for the purpose of improving, enlarging or extending the Project, be supplemented by cash payments made by the Local Units, providing that the aggregate amount of such cash payments made under this Contract may not exceed 5% of the principal amount of the Utilities Authority Bonds issued by the Utilities Authority. Where any such surplus is used to redeem or purchase Utilities Authority Bonds, the same shall be canceled and the payments otherwise required to be made thereafter by the Local Units to the Utilities Authority pursuant to **Section 5** shall be reduced accordingly.

8. The Local Units do hereby pledge their individual full faith and credit, subject to applicable constitutional and statutory tax rate limitations, pursuant to the authorization of Section 7 of Act 233, for the prompt and timely payment of their obligations to the Utilities Authority in the manner and at the times specified in this Contract in accordance with their allocated share, and (except as hereinafter otherwise provided) shall for such purpose each year include in their respective annual general fund budgets and tax levies an amount sufficient so that the estimated collections therefrom, taking into consideration estimated delinquencies in tax collections, will be sufficient to promptly pay when due their obligations under this Contract falling due before the time of the following year's tax collection. It is nevertheless hereby agreed and provided, notwithstanding the foregoing provisions of this section, that if the Local Units, at the time of making their respective annual tax levies for any year, shall have on hand other funds which are set aside and earmarked for the payment of their respective contractual obligations falling due prior to the time of the following year's tax collection, then credit may be taken therefore upon their general fund operating tax levy for such purpose, and such tax levy may be reduced or reallocated by the amount of such other funds

so set aside and earmarked (or, if for payment in full of the contractual obligations falling due prior to the following year's tax collection, then no provision need be made for such purpose in the then current year). Such other funds may be raised by the Local Units by the use of any or all, or any combination, of the additional methods specified in Section 7 of Act 233. The obligations of the Local Units to make such payments as are specified in **Section 5** of this Contract shall exist and be performed whether or not the Project is completed or is completed in a timely fashion, and regardless of any defects and construction, catastrophe, calamity, or legal or practical causes rendering the Project wholly or partially unusable.

9. The Local Units do hereby irrevocably pledge to the payment of their respective obligations to the Utilities Authority as provided in **Section 5** of this Contract and as additional security therefore, not to exceed 25% of the moneys derived from the state sales tax levied pursuant to law and from time to time returned or returnable to them under the provisions of Section 10 of Article IX of the State Constitution of 1963 and its implementing statutes, and the Treasurer of the State of Michigan or other appropriate official charged with the disbursement of such moneys is hereby authorized and directed, as and when notified to do so as hereinafter provided, to withhold and pay over to the Utilities Authority sufficient of such moneys so pledged to make up any deficiency in funds to meet the said respective contractual obligations of the Local Units. Should the Treasurer of the Utilities Authority at any time have reasonable cause to believe that any Local Unit will not have sufficient funds on hand with which to make any required payments to the Utilities Authority when due, or if any Local Unit should default in making any such required payment when due, s/he shall immediately notify in writing both the State Treasurer (or other appropriate official charged with disbursement of sales tax moneys) and the governing body of that Local Unit to such effect, stating the amount of the anticipated deficit or the default, and directing the State Treasurer or other appropriate official to withhold and pay over to the Treasurer of the Utilities Authority such amount or as much thereof as legally permitted, and upon receipt of such notice the State Treasurer or other appropriate officials shall withhold and pay over to the Treasurer of the Utilities Authority, from sales tax moneys so pledged and thereafter returnable to that Local Unit, an amount sufficient to make up the anticipated deficit or the default or as much thereof as legally permitted, and that Local Unit shall thereupon be credited with such amount upon its obligations to the Utilities Authority with respect to which such anticipated deficit or such default existed. Any and all moneys so pledged, as provided above, shall be deemed to be released from that pledge unless the aforementioned written notice has been given to the State Treasurer or other appropriate official before the time when such moneys would, in the regular course of business, be returned to that Local Unit. Any such moneys so withheld and paid to the Utilities Authority shall be considered to have been returned to that Local Unit within the meaning of the Michigan Constitution and related statutes. The Utilities Authority shall also have all other rights and remedies allowed by law to enforce the payment of the obligations of the Local Units as provided in this Contract.

10. No change in the jurisdiction over any territory in the Local Units shall in any manner impair the obligations of the Local Units as set forth in this Contract. In the event of any such change in jurisdiction over territory, this Contract shall be carried out insofar as such territory is

concerned by the Utilities Authority and the municipality or governmental unit having jurisdiction to furnish sewage disposal system facilities to such territory, unless the foregoing would operate to impair the obligations of the Local Units under this Contract, in which event the Local Units shall retain jurisdiction over such territory for the purpose of carrying out their contractual obligations. No change in municipal jurisdiction over any territory within the Utilities Authority shall in any manner affect the Utilities Authority or its boundaries. Pursuant and subject to the foregoing provisions of this section, which paraphrase the provisions of Section 11 of Act 233, and in order to avoid any impairment of the obligations of the Local Units under this Contract, it is hereby agreed that the Local Units shall remain liable for full payment of the contractual obligations to the Utilities Authority as provided in this Contract, notwithstanding any transfer of territory therefrom, and the territory so transferred shall remain liable to their respective Local Unit for contribution of its proportionate share of such contractual obligations. The ways and means of enforcing such continuing liability of such territory, including the imposition, collection of any permitted taxes or rates or charges is required to be imposed in such territory, and also including any appropriate arrangements with respect to the transfer of compensatory payments therefore, may be affected in such manner as may be mutually agreed between the Local Unit from which any such territory is transferred and the municipality or governmental unit to which it is transferred or as may be otherwise provided by law.

11. The Utilities Authority shall have title to and possession of the Project and System, as agent for its constituent members and the Local Units, and shall have responsibility for the operation, maintenance and repair thereof, but shall have the right by contract to delegate such responsibility in whole or in part to an agent or agents on such terms as the Utilities Authority may deem fair and proper. Such delegation may be to the Local Units, or any other designated agent or agents. The Local Units agree that the Utilities Authority (or, in the event of such delegations, the agent or agents of the Utilities Authority) shall have the right to exercise such functions of operation, maintenance and repair within their respective corporate boundaries. However, the Utilities Authority shall retain and shall not transfer title to and possession of the Project so long as any of the Utilities Authority Bonds heretofore described remain outstanding.

12. The Utilities Authority and the Local Units hereby covenant to maintain sufficient rates and charges to meet their obligations hereunder. Upon default by any of the Local Units, the books and records of the defaulting Local Unit shall be open to inspection by officials of the Utilities Authority at any reasonable time.

13. The Utilities Authority shall maintain the Project and System, and make or cause to be made any repairs or replacements and to do any further acts which in the judgment of the Utilities Authority may be necessary in order to maintain the Project and System in good condition and repair. The Utilities Authority shall provide or cause to be provided insurance of such types and such amounts on the System as would ordinarily be carried by private companies engaged in a similar enterprise, which insurance shall include sufficient liability insurance protecting all parties hereto against loss on account of damage or injury to persons or property imposed by reason of the ownership or operation of the Project or System, or resulting from any act of omission or

commission on the part of any party hereto, or agents, officers or employees, in connection with the operation and maintenance or repair of the System. The cost of such insurance shall be deemed to be an operating expense of the Local Units, and if incurred may be added to the contractual payments due hereunder and be secured in the same fashion.

14. The Utilities Authority shall have no obligation or responsibility to provide sewage disposal system facilities to serve the Local Units except as herein or otherwise provided by the Contract. The Utilities Authority may establish, and the Local Units shall in such case comply with, general rules and regulations governing the receipt of sewage treatment service from the Utilities Authority.

15. The parties hereto recognize that the holders from time to time of the Utilities Authority Bonds to be issued by the Utilities Authority under the provisions of Act 233, and secured by the limited full faith and credit pledge of the Local Units to the making of its payments as set forth in this Contract will have contractual rights in this Contract, and it is therefore covenanted and agreed that so long as any of the Utilities Authority 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 adversely affect either the security for the Utilities Authority Bonds or the prompt payment of principal or interest thereon. The parties hereto 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 set forth, and will not suffer to be done any act which would in any way impair the Contract or the Utilities Authority Bonds, the security therefor, or the prompt payment of the principal and interest thereon. It is hereby declared that the terms of this Contract and any other contract entered into by the parties pursuant hereto shall be deemed to be for the benefit of the holders of the Utilities Authority Bonds.

16. The effectiveness of this contract is contingent upon the issuance of the Utilities Authority Bonds of the Utilities Authority, as herein provided, to defray the cost of acquiring and constructing the Project. In the event that such Utilities Authority Bonds are not issued within one (1) year from the date of this Contract, it shall become null and void, except that the Local Units shall pay all costs and expenses theretofore incurred for the acquisition or construction of the Project (including engineering, legal and other costs and expenses) and shall be entitled to all plans, specifications and other engineering data and materials.

17. 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 an unenforceability shall not affect any other provisions hereof, and this Contract shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein.

18. This Contract shall become effective upon its approval by the governing bodies of the Local Units and the Utilities Authority and when duly executed by their authorized officers, and shall terminate twenty-five (25) years from the date hereof or in such earlier date as the Utilities Authority Bonds to be issued hereunder are fully paid as to principal and interest. Provided, however,



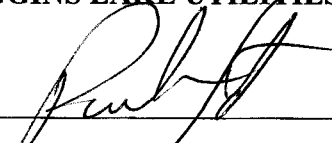
that the Contract shall not be terminated at any time prior to the payment in full of the principal of and interest on all Utilities Authority Bonds issued by the Utilities Authority to finance all or a portion of the cost of the Project, together with all bonds service charges pertaining to said bonds. This Contract may be executed in several counterparts. The provisions of this Contract shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.


19. The parties hereto hereby expressly agree that the Utilities Authority shall not be liable for, and the Local Units shall pay, indemnify and save the Utilities Authority harmless of, from and against all liability of any nature whatsoever, 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 and/or System, this Contract, or the issuance, sale and delivery of the Utilities Authority Bonds described herein. It is the intent of the parties that the Utilities Authority be held harmless by the Local Units from liability for such claims, actions, demands, expenses, damages and losses, however caused or however arising, including but not limited to, to the extent permitted by law, such claims, actions, demands, expenses, the damages and losses even though caused, occasioned or contributed to by the negligence, sole or concurrent, of the Utilities Authority or by negligence for which the Utilities Authority may be held liable with respect to this Project. In any action or proceedings brought about by reason of any such claim or demand, the Local Units will also pay, indemnify and save the Utilities Authority 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 such claims, demands, or any of them, in the event it is determined that there is any liability on the part of the Utilities Authority. Upon the entry of any final judgment by a court of competent jurisdiction or a final award by an arbitration panel against the Utilities Authority on any claim, action, demand, expense, damage or loss contemplated by this section, and notwithstanding that the Utilities Authority has not paid the same, the Local Units shall be obligated to pay to the Utilities Authority, upon written demand therefore, the amount thereof not later than 60 days after such demand is made. In the event of any action or proceeding involving the Utilities Authority, no Local Units shall unilaterally settle any such action or proceeding without the written consent of the Utilities Authority. Notwithstanding the foregoing, nothing contained in this section shall be construed to indemnify or release the Utilities Authority 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 Authorities employees, agents or representatives with respect to matters not related to the ownership, acquisition, construction, operation, maintenance or repair of the Project, this Contract or the issuance, sale or delivery of the Utilities Authority Bonds described herein. As used in this section, the term "Utilities Authority" shall include the Board of Directors of the Utilities Authority.

20. This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same Agreement.

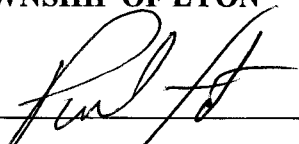
IN WITNESS WHEREOF, the parties hereto have caused this Contract be executed by their duly authorized officials as of the date first above written.

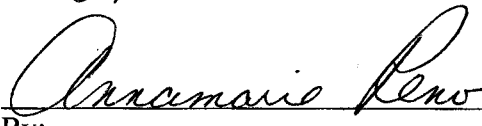
**HIGGINS LAKE UTILITIES AUTHORITY**

  
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By:  
Its: Chairperson

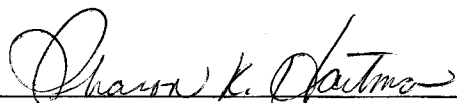
  
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By:  
Its: Secretary

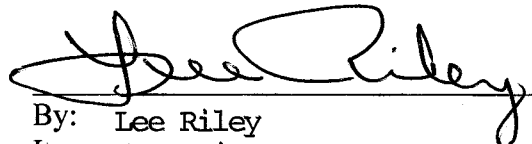
**TOWNSHIP OF LYON**

  
\_\_\_\_\_  
By:  
Its: Supervisor

  
\_\_\_\_\_  
By:  
Its: Clerk

**TOWNSHIP OF BEAVER CREEK**

  
\_\_\_\_\_  
By: Sharon K. Hartman  
Its: Clerk

  
\_\_\_\_\_  
By: Lee Riley  
Its: Supervisor

## **EXHIBIT A**

The construction of a wastewater collection and treatment facility for the Camp Curnalia area within Lyon Township and Beaver Creek Township, in general conformance with the State Revolving Fund Project Plan Amendment adopted May 16, 2007, and as further described as follows:

1. The construction of a sanitary sewer collection system within the Camp Curnalia area to serve the existing 405 dwelling units, including submersible packaged sewage grinder pumping stations, sanitary sewer service leads, pressure sewer mains, pump station electrical services, connection to existing house leads and miscellaneous appurtenant work; and
  
2. The construction of a wastewater treatment facility to be located north of N. Higgins Lake Drive, west of Old US-27 and east of US-127, consisting of a main sewage pumping station, two aerated lagoon cells, two storage lagoon cells, interconnecting piping and structures, an irrigation system main pumping station, a crop irrigation system and miscellaneous appurtenant work.

**EXHIBIT B**

**Allocation of Costs/Share**

<u>Local Unit</u>	<u>Percentage</u>
Lyon Township	91.36%
Beaver Creek Township	8.64%