

EVERGREEN-FARMINGTON SANITARY DRAIN DRAINAGE DISTRICT
COUNTY OF OAKLAND, MICHIGAN

\$9,355,000

Evergreen-Farmington Sanitary Drain Bonds, Series 2025

Dated and Closed: September 5, 2025

PROCEEDINGS AND CLOSING TRANSCRIPT

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CHARTER TOWNSHIP OF WEST BLOOMFIELD

RESOLUTION TO PETITION THE DRAINAGE BOARD TO CONVERT THE EVERGREEN-FARMINGTON SEWAGE DISPOSAL SYSTEM TO A CHAPTER 20 DRAIN AND INITIATE THE CORRECTIVE ACTION PLAN SUBMITTED TO THE STATE OF MICHIGAN BY THE WATER RESOURCES COMMISSIONER

At a regular meeting of the Township Board for the Charter Township of West Bloomfield, Oakland County, Michigan, held on July 13, 2020, at Township Hall, 4550 Walnut Lake Road, West Bloomfield, Michigan, the following preamble and resolution were offered by Trustee Rosenberg, and supported by Trustee Manna:

WHEREAS, pursuant to the Final Order of Abatement drafted in June 2020 between the State of Michigan Department of the Environment, Great Lakes and Energy (EGLE), Water Resources Division, and the Charter Township of West Bloomfield, each of the fifteen (15) Oakland County municipalities served by the Evergreen-Farmington Sewage Disposal System (EFSDS), including the Charter Township of West Bloomfield, are required to adopt a Corrective Action Plan; and

WHEREAS, the Fourth Amended Administrative Consent Order, at the request of the Charter Township of West Bloomfield amends Paragraph 3.1 through 3.5 of the Third Amended Administrative Consent Order to reflect that, even though the Township has completed the actions outlined in the Corrective Action Plan submitted to EGLE in December 2007, the Township remains unable to meet certain capacity requirements and, therefore, additional corrective actions are needed to meet the remedial design standard as defined in EGLE's SSO Policy Guidance dated December 27, 2002; and

WHEREAS, pursuant to the Fourth Amended Administrative Consent Order, the Township was required to submit to EGLE an approvable long-term corrective action plan to meet the flow capacity agreement between the parties; and

WHEREAS, the proposed long-term corrective action plan proposes to convert the EFSDS from an Act 342 system to a Chapter 20 drain; and

WHEREAS, for the Water Resource Commission to start the process of such conversion, at least two (2) member communities must petition the Drainage Board; and

WHEREAS, the conversion of the EFSDS to a Chapter 20 drain provides substantial benefit to the Township including:

- Governance composed of three (3) elected officials from the County Board of Commissioner's Office and the Water Resource Commissioner;

- Improved transparency and communication through regularly scheduled open public meetings, formal minutes, and formal approval of invoices and contracts by the Drain Board; and
- The ability to conduct public hearings to solicit comments from the communities and the public for all future bond financed projects; and

WHEREAS, the Fourth Amendment to the Administrative Consent Order requests that the Township Board authorize the Township Supervisor to sign same.

THEREFORE, IT IS RESOLVED that the Township Supervisor is hereby authorized to sign the Fourth Amended Administrative Consent Order attached hereto as Exhibit A; and

IT IS FURTHER RESOLVED that the Township hereby adopts the long-term corrective action plan submitted by the Township to the Water Resources Commission on June 23, 2020.

IT IS FURTHER RESOLVED that the Township Supervisor and Township Clerk shall sign the Petition attached hereto as Exhibit B which Petition will permit the Water Resources Commission to begin the process of converting the EFSDS to a Chapter 20 Drain and to execute an agreement related to the project contemplated by said Petition and to file the same with the Water Resources Commissioner of the County of Oakland.

IT IS FURTHER RESOLVED that the Township Board hereby consents to the assessment of its share of the entire cost of the drain project against the Township.

IT IS FURTHER RESOLVED that the Township agrees that it will pay its share of the costs incurred by the Oakland County Water Resources Commissioner or by the Drainage District in the event the drain or any portion thereof, for any reason, is not constructed.

IT IS FURTHER RESOLVED that the Township acknowledges that the County of Oakland, its Board of Commissioners, and the Oakland County Water Resources Commissioner will not contribute to the cost of the drain project or its operation and maintenance except to the extent that the County of Oakland may be assessed for the cost of the drain project or may agree to contribute to the cost of the drain project in accordance with the provisions of Chapter 20 of Act No. 40 of the Public Acts of Michigan of 1956, as amended.

IT IS FURTHER RESOLVED that all prior resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution are hereby rescinded.

AYES: Binder, Kaplan, Manna, Rosenberg, Swimmer, Warshay, Weingarden

NAYES: None

ABSTENTIONS: None

RESOLUTION DECLARED ADOPTED THIS 13th DAY OF JULY 2020.

CERTIFICATION

STATE OF MICHIGAN)
) SS.
COUNTY OF OAKLAND)

I, Deborah Binder, the duly qualified Clerk of the Charter Township of West Bloomfield, Oakland County, Michigan, do hereby certify that the foregoing is a true and complete copy of a Resolution adopted by the Township Board of the Charter Township of West Bloomfield on the 13th day of July 2020; the original is on file in the Office of the Clerk.

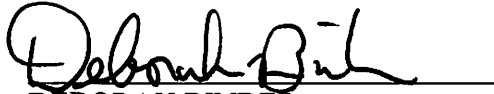

DEBORAH BINDER
TOWNSHIP CLERK

EXHIBIT A

**STATE OF MICHIGAN
DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY
WATER RESOURCES DIVISION**

In the matter of:

ACO-05477

Date Entered: _____

Charter Township of West Bloomfield
2400 Haggerty Road
West Bloomfield, Michigan 48323

Final Order of Abatement No. 2100
AFO-2100A
ACO-SW05-008
AFO-SW09-005,
October 25, 2011, Extension Letter

FOURTH AMENDED ADMINISTRATIVE CONSENT ORDER

The Charter Township of West Bloomfield (Township) owns and operates a separate sanitary sewer system that discharges its sanitary wastewater to the Evergreen-Farmington Sewage Disposal System (EFSDS), which is tributary to the Great Lakes Water Authority (GLWA) and Wastewater Resource Recovery Facility (WRRF). In response to the revised Administrative Consent Order (Consent Order), number ACO-04995, with the County of Oakland, on August 14, 2019, the Township requested an amendment to the Third Amended Consent Order, number AFO-SW09-005, entered on March 24, 2009, between the Township and the Department of Environment, Great Lakes, and Energy (EGLE), Water Resources Division (WRD). AFO-SW09-005, all prior amendments, and all subsequent extension approvals regarding the Township's sanitary sewer system, upon the consent of the parties, and by the authority granted to EGLE by the Natural Resources and Environmental Protection Act, MCL 324.101 *et seq.*, are hereby amended by this Fourth Amended Consent Order as follows:

I. STIPULATIONS

The Township and EGLE stipulate as follows:

- 1.1 Executive Order 2019-06, signed by Governor Gretchen Whitmer on February 20, 2019, renamed the Department of Environmental Quality (DEQ) as EGLE effective April 22, 2019. This Consent Order uses EGLE to refer to DEQ prior to April 22, 2019.

- 1.2 The Township negotiated a Town Outlet Capacity (TOC) with the Oakland County Office of the Water Resources Commissioner (County). The TOC is the maximum amount of sanitary wastewater that the Township can discharge to the EFSDS and is 27.41 cubic feet per second. The TOC was first referenced in Final Order of Abatement Number 2100, that was signed in 1988 by the Township, the Michigan Water Resources Commission, and the Michigan Department of Natural Resources.
- 1.3 The Township and the County anticipate replacing the TOC at some time in the future as will be defined in a future contract between the Township and County. If a new contract is entered to replace the TOC, the Township shall submit a copy of the new contract to EGLE. Upon written notification by EGLE to the Township, the new sewage flow capacity, as detailed in the new contract, will be incorporated into this Consent Order by reference and considered the new Flow Capacity. The sewage Flow Capacity in the potential new contract will replace the TOC in this Consent Order and shall be referred to as the "Flow Capacity Agreement" in this Consent Order.
- 1.4 The intent of this Fourth Amended Consent Order is to provide the framework for the Township to comply with the Flow Capacity Agreement and to design and maintain its sanitary sewer system to prevent sanitary sewage overflows (SSOs) resulting from conditions less than the remedial design standard (RDS) as defined in EGLE's 2002 SSO Policy and EGLE's SSO Clarification Statement dated October 23, 2003, that are both described in Paragraph 3.4, below.

III. COMPLIANCE PROGRAM

Paragraphs 3.1 through 3.5 of AFO-SW09-005 and any prior amended Consent Orders are hereby replaced with the following paragraphs:

- 3.1 The Township completed an evaluation of the feasibility of sanitary sewer projects to remove excess wastewater flow from its sanitary sewer system, and on December 27, 2007, the Township submitted a short-term corrective action plan and schedule to EGLE for approval. The short-term corrective action plan included a detailed description of projects and a schedule for each project to: (a) submit the basis

of design; (b) submit complete plans and specifications; (c) start construction; and (d) complete construction. The Township implemented the approved short-term corrective action plan.

- 3.2 As part of the approved short-term corrective action plan, the Township collected and evaluated flow monitoring data for a period of 12 consecutive months, from January 1, 2012, to December 31, 2012, after it completed the projects specified in the approved plan. Based on its evaluation of the flow monitoring data, the Township determined it cannot meet the TOC and has contributed to downstream SSOs due to capacity issues during events less than the remedial design standard defined in Paragraph 3.4, below. EGLE and the Township have therefore determined that additional corrective actions for the Township's sanitary sewer system are needed.
- 3.3. The Township shall submit an approvable **long-term corrective action plan** to EGLE for review and approval no later than **April 30, 2020**, to meet the Flow Capacity Agreement and meet all applicable state and federal law regulating SSOs using as guidance the remedial design standard defined in Paragraph 3.4, below.
- 3.4. The remedial design standard as defined in EGLE's SSO Policy Guidance dated December 27, 2002, is a 25-year, 24-hour storm using growth conditions and normal soil moisture. This remedial design standard will remain the goal of all projects described in this Fourth Amended Consent Order. A ten-year, one-hour storm under dormant and growth conditions will be considered a comparable alternative remedial design standard, as defined in EGLE's SSO Clarification Statement dated October 23, 2003. All SSO events that result from events that exceed this "comparable alternative remedial design standard" will be considered for enforcement discretion. To document the appropriateness of the use of the "comparable alternative remedial design standard," the County submitted a complete report on February 26, 2007. The report contained hydrologic and hydraulic modeling analyses comparing the system response (at the EFSDS outlet and using representative system locations agreed upon by EGLE and the Township) to both the ten-year, one-hour storm under dormant and growth conditions, and the 25-year, 24-hour storm under growth conditions and normal soil moisture.

- 3.5 On or before **September 1, 2022**, the Township shall submit to EGLE for review and approval, a work plan with implementation schedule for conducting a year-long Project Performance Certification Program (PPC Program) to certify that the **long-term corrective action plan** meets the Flow Capacity Agreement and all applicable state and federal laws regulating SSOs using as guidance the remedial design standard defined in Paragraph 3.4. The Township shall commence and complete the PPC Program work plan in accordance with the EGLE-approved implementation schedule.
- 3.6 The approved **long-term corrective action plan** and the schedules therein shall be incorporated into this Fourth Amended Consent Order by reference and are enforceable hereunder. The Township shall complete all EGLE-approved actions in the long-term corrective action plan by no later than **March 1, 2023**.
- 3.7 On or before **March 31, 2024**, the Township shall submit to EGLE for review and approval the PPC Program report. If the Township does not certify that the **long-term corrective action plan** meets the Flow Capacity Agreement and all applicable state and federal laws regulating SSOs using as guidance the remedial design standard defined in Paragraph 3.4, then the Township shall submit an approvable Corrective Action Program work plan to EGLE on or before **July 31, 2024**.
- 3.8 Progress reports shall be submitted to EGLE beginning upon the entry date of this Fourth Amended Consent Order on an annual basis and shall be due on or before January 15 of each calendar year. The submittal of progress reports shall cease upon termination of this order.
- 3.9 The Township shall submit all reports, work plans, specifications, schedules, or any other writing required by this Section to the WRD, Warren District Office Supervisor, at EGLE, 27700 Donald Court, Warren, Michigan 48092-2793. The cover letter with each submittal shall identify the specific paragraph and requirement of this Fourth Amended Consent Order that the submittal is intended to satisfy.

XII. GENERAL PROVISIONS

All other terms and conditions of AFO-SW09-005 and any previous or subsequent amendments or extensions shall remain in full force and effect and are not altered by this Fourth Amended Consent Order, except as specifically prescribed in this document. The effective date of this Fourth Amended Consent Order shall be the date upon which the Director of the WRD signs this document.

Signatories

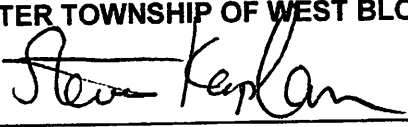
The undersigned CERTIFY they are fully authorized by the party they represent to enter into this Amended Consent Order to comply by consent and to EXECUTE and LEGALLY BIND that party to it.

DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY

Teresa Seidel, Director
Water Resources Division

Date

CHARTER TOWNSHIP OF WEST BLOOMFIELD



By: Steven Kaplan, Township Supervisor

7-14-2020
Date

APPROVED AS TO FORM:

By: Neil D. Gordon, Assistant Attorney General
For: S. Peter Manning, Chief
Environment, Natural Resources, and Agriculture Division
Michigan Department of Attorney General

Date

EXHIBIT B

PETITION

TO THE DRAINAGE BOARD FOR THE HEREINAFTER MENTIONED OAKLAND COUNTY, MICHIGAN DRAIN PROJECT

The Charter Township of West Bloomfield hereby petitions for the location, establishment and construction of an intra-county drain project consisting of the existing Evergreen-Farmington Sewage Disposal System (EFSDS) and all improvements necessary to bring the EFSDS into compliance with Administrative Consent Order 04995 entered by the State of Michigan Department of the Environment, Great Lakes, and Energy (EGLE) on August 14, 2019, which improvements shall include, without limitation, one or more of the following:

1. The provision of additional outlet capacity for the Evergreen-Farmington Sewage Disposal System (EFSDS) by purchasing said capacity from the Great Lakes Water Authority ("GLWA"), which purchase shall enable the GLWA to acquire and construct sewage disposal system improvements to remove downstream wet weather flow to allow for the additional outlet capacity for the EFSDS.
2. The acquisition and construction of improvements to the Walnut Lake Pump Station No. 1 to increase Evergreen Interceptor operating levels and the coordination of operations of facilities in the EFSDS.
3. Improvements at the 8 Mile SSO chamber including, but not limited to the acquisition, construction, and modification of piping, weirs, gates, and meters.
4. The acquisition and construction of other improvements to the EFSDS including sewage retention tanks and associated pumps, piping, and connections.
5. Construction of storage facilities within the geographical limits of the Evergreen-Farmington Sewage Disposal System, including, without limitation, a multi-million gallon sewage retention tank on Eight Mile Road in the City of Southfield.

Said drain project is necessary for the public health, safety and welfare, and will serve property located entirely within the limits of the City of Auburn Hills, the Village of Beverly Hills, the Village of Bingham Farms, the City of Birmingham, the Charter Township of Bloomfield, the City of Bloomfield Hills, the City of Farmington, the City of Farmington Hills, the Village of Franklin, the City of Keego Harbor, the City of Lathrup Village, the City of Orchard Lake Village, the City of Southfield, the City of Troy and the Charter Township of West Bloomfield (collectively, the "Communities"). The EFSDS collects and transports sanitary wastewater originating in the County of Oakland only.

This petition is filed pursuant to the provisions of Chapter 20 of Act No. 40 of the Public Acts of Michigan of 1956, as amended.

It is understood and agreed that the entire cost of the drain project, including litigation costs and the amount of any judgment, arbitration award or settlement, to the extent such costs are

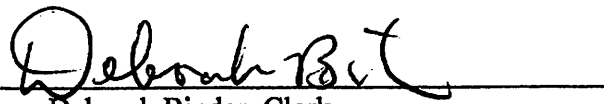
payable by the drainage district, is to be assessed against this petitioner and all other public corporations that benefit from the drain project and contribute to the conditions that make the drain project necessary.

The issuance of bonds to finance the drain project contemplated herein is contingent upon the Communities and the proposed drainage district entering into an agreement as provided by law setting forth the services and operations of the proposed drainage district and to provide for methods of addressing and apportioning future improvements to the proposed drainage district.

A certified copy of the resolution of the Township Board of the Charter Township of West Bloomfield authorizing execution of this petition is attached hereto.

**CHARTER TOWNSHIP OF WEST
BLOOMFIELD**

By: 
Stephen Kaplan, Supervisor

By: 
Deborah Binder, Clerk

PETITION

TO THE DRAINAGE BOARD FOR THE HEREINAFTER MENTIONED OAKLAND COUNTY, MICHIGAN DRAIN PROJECT

The undersigned public corporation hereby petitions for the location, establishment and construction of an intra-county drain project consisting of the existing Evergreen-Farmington Sewage Disposal System and all improvements necessary to bring the Evergreen-Farmington Sewage Disposal System into compliance with Administrative Consent Order 04995 entered by the State of Michigan Department of the Environment, Great Lakes, and Energy on August 14, 2019, which improvements shall include, without limitation, one or more of the following:

1. The provision of additional outlet capacity for the Evergreen-Farmington Sewage Disposal System by purchasing said capacity from the Great Lakes Water Authority ("GLWA"), such purchase to enable GLWA to acquire and construct sewage disposal system improvements to remove downstream wet weather flow to allow for the additional outlet capacity for the Evergreen-Farmington Sewage Disposal System.
2. The acquisition and construction of improvements to the Walnut Lake Pump Station No. 1 to increase Evergreen Interceptor operating levels and the coordination of operations of facilities in the Evergreen-Farmington Sewage Disposal System.
3. Improvements at the 8 Mile SSO chamber, including but not limited to the acquisition, construction, and modification of piping, weirs, gates, and meters.
4. The acquisition and construction of other improvements to the Evergreen-Farmington Sewage Disposal System, including sewage retention tanks and associated pumps, piping, and connections.
5. Construction of storage facilities within the geographical limits of the Evergreen-Farmington Sewage Disposal System, including, without limitation, a multi-million gallon sewage retention tank on Eight Mile Road in the City of Southfield.

Said drain project is necessary for the public health, and will serve property located entirely within the limits of the City of Auburn Hills, the Village of Beverly Hills, the Village of Bingham Farms, the City of Birmingham, the Charter Township of Bloomfield, the City of Bloomfield Hills, the City of Farmington, the City of Farmington Hills, the Village of Franklin, the City of Keego Harbor, the City of Lathrup Village, the City of Orchard Lake Village, the City of Southfield, the City of Troy and the Charter Township of West Bloomfield (collectively, the "Communities"). The Evergreen-Farmington Sewage Disposal System collects and transports sanitary wastewater originating in the County of Oakland only.

This petition is filed pursuant to the provisions of Chapter 20 of Act No. 40 of the Public Acts of Michigan of 1956, as amended.

It is understood and agreed that the entire cost of the drain project, including litigation costs and the amount of any judgment, arbitration award or settlement, to the extent such costs are payable by the Drainage District, is to be assessed against this petitioner and all other public

corporations that benefit from the drain project and contribute to the conditions that make the drain project necessary.

The issuance of bonds to finance the drain project contemplated herein is contingent upon the Communities and the proposed drainage district entering into an agreement as provided by law setting forth the services and operations of the proposed drainage district and to provide for methods of addressing and apportioning future improvements to the proposed drainage district.

A certified copy of the resolution of the governing body of the City of Southfield authorizing execution of this petition is attached hereto.

CITY OF SOUTHFIELD

By: _____

Mayor

By: _____

Clerk

I, Sherikia L. Hawkins, the duly elected and qualified City Clerk of the City of Southfield, County of Oakland, State of Michigan, do hereby certify that the foregoing resolution was adopted by the Southfield City Council at their Regular Council Meeting held on Monday, July 20, 2020, in the Council Chambers of the Municipal Building, 26000 Evergreen Road, Southfield, Michigan.

Dated: July 23, 2020


Sherikia L. Hawkins, City Clerk

CITY OF SOUTHFIELD
RESOLUTION OF SUPPORT

WHEREAS, the Water Resources Commissioner has submitted a Corrective Action Plan to the State of Michigan's Department of the Environment, Great Lakes, and Energy to comply with the Administrative Consent Order issued to the Evergreen-Farmington Sewage Disposal System; and

WHEREAS, the Corrective Action Plan includes outlet capacity projects estimated to cost between \$60-\$80 million of which Southfield's share would be 38.17% or up to \$30.54 million per the agreed upon cost allocation method; and

WHEREAS, a transition of the Evergreen-Farmington Sewage Disposal System to a Chapter 20 Drain provides full transparency through open public meetings with formal minutes as documentation; and

WHEREAS, as a Chapter 20 drainage district, the Water Resources Commissioner commits the community outreach process of quarterly technical meetings will not change.

NOW, THEREFORE, BE IT RESOLVED: That the City Council hereby consents to the assessment of its share of the entire cost of the drain project against the City.

BE IT FURTHER RESOLVED: That the City agrees that it will pay its share of the costs incurred by the Oakland County Water Resources Commissioner or by the Drainage District in the event the drain or any portion thereof, for any reason, is not constructed.

BE IT FURTHER RESOLVED: The City acknowledges that the County of Oakland, its Board of Commissioners, and the Oakland County Water Resources Commissioner will not contribute to the cost of the drain project or its operation and maintenance except to the extent that the County of Oakland may be assessed for the cost of the drain project or may agree to contribute to the cost of the drain project in accordance with the provisions of Chapter 20 of Act No. 40 of the Public Acts of Michigan of 1956, as amended.

BE IT FURTHER RESOLVED: That all prior resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution are hereby rescinded.

NOW BE IT FINALLY RESOLVED: That the Mayor and City Clerk are hereby authorized to sign the petition for and on behalf of the City of Southfield to transition the Evergreen-Farmington Sewage Disposal System to a Drainage District under Chapter 20 of the Michigan Drain Code after review and approval as to form by the City Attorney's Office and to execute an agreement related to the project contemplated by said petition and to file the same with the Water Resources Commissioner of the County of Oakland; said petition in form substantially as follows:

It is understood and agreed that the entire cost of the drain project, including litigation costs and the amount of any judgment, arbitration award or settlement, to the extent such costs are payable by the Drainage District, is to be assessed against this petitioner and all other public corporations that benefit from the drain project and contribute to the conditions that make the drain project necessary.

The issuance of bonds to finance the drain project contemplated herein is contingent upon the Communities and the proposed drainage district entering into an agreement as provided by law setting forth the services and operations of the proposed drainage district and to provide for methods of addressing and apportioning future improvements to the proposed drainage district.

A certified copy of the resolution of the governing body of the City of Southfield authorizing execution of this petition is attached hereto.

CITY OF SOUTHFIELD

By: Kenson J. Siver

Mayor
Kenson J. Siver

By: Sherikia L. Hawkins

Clerk
Sherikia L. Hawkins

FIRST MEETING OF THE DRAINAGE BOARD
EVERGREEN-FARMINGTON SANITARY DRAIN

AUGUST 25, 2020

The first meeting of the Drainage Board for the hereinafter mentioned Oakland County, Michigan drain project was held via GoToMeeting in accordance with the Governor's Executive Order No. 2020-154 on August 25, 2020.

PRESENT: Jim Nash, Oakland County Water Resources Commissioner

Helaine Zack, Chairperson of the Finance Committee, Oakland County Board of Commissioners

ABSENT: David Woodward, Chairperson of the Oakland County Board of Commissioners

The meeting was called to order by the Chairperson. The Chairperson presented to the Drainage Board the petitions referred to in the following resolution, attached to which petitions was a certified copy of each resolution of the respective governing body of the public corporation signing the same, authorizing the execution of the respective petition. The Chairperson stated that the petitions with the attached resolutions were filed in his office on July 13, 2020, by the Charter Township of West Bloomfield and on July 23, 2020, by the City of Southfield. After examination and consideration of the petitions, by unanimous consent, they were ordered filed with the Chairperson.

The following resolution was offered by Commissioner Zack and seconded by Commissioner Nash:

BE IT RESOLVED BY THE DRAINAGE BOARD FOR THE HEREINAFTER MENTIONED OAKLAND COUNTY, MICHIGAN DRAIN PROJECT, as follows:

1. That this Drainage Board has considered the petitions and attached resolutions filed with the Oakland County Water Resources Commissioner on July 13, 2020, by the Charter Township of West Bloomfield and on July 23, 2020, by the City of Southfield, which petitions are as follows:

2. That this Drainage Board determines that the sanitary wastewater to be carried by the proposed drain project originates in the County of Oakland only; and that the drain project is necessary for the public health.

3. That this Drainage Board tentatively determines that the petitions are sufficient; that the drain project proposed therein is practical; and that the following public corporations be assessed to pay the cost of the project to wit:

City of Auburn Hills
Village of Beverly Hills
Village of Bingham Farms
City of Birmingham
Charter Township of Bloomfield
City of Bloomfield Hills
City of Farmington
City of Farmington Hills
Village of Franklin
City of Keego Harbor
City of Lathrup Village
City of Orchard Lake Village
City of Southfield
City of Troy
Charter Township of West Bloomfield

4. That the name “EVERGREEN-FARMINGTON SANITARY DRAIN” is hereby given to the drain project and the name “EVERGREEN-FARMINGTON SANITARY DRAIN DRAINAGE DISTRICT” is hereby given to the drainage district therefor.

5. That this Drainage District shall meet on the 27th day of October, 2020, at 2:00 p.m., prevailing Eastern Time via GoToMeeting for the purpose of hearing any objections to the aforementioned drain project, to the petitions therefor, and to the matter of assessing the cost of the drain project to the public corporations above named.

6. That a notice of said meeting shall be prepared which notice shall contain the information required by the Drain Code and shall be published twice in The Oakland Press, a

newspaper published in the County of Oakland, State of Michigan, the first publication to be not less than twenty (20) days prior to the time of the hearing.

7. That the notice shall be sent by registered or certified mail to the Clerk of the City of Auburn Hills, the Village of Beverly Hills, the Village of Bingham Farms, the City of Birmingham, the Charter Township of Bloomfield, the City of Bloomfield Hills, the City of Farmington, the City of Farmington Hills, the Village of Franklin, the City of Keego Harbor, the City of Lathrup Village, the City of Orchard Lake Village, the City of Southfield, the City of Troy and the Charter Township of West Bloomfield, which mailing shall be made not less than twenty (20) days prior to the time of the hearing.

ADOPTED: Yeas - Zack, Nash.

Nays - None.

It was moved by Commissioner Zack and supported by Commissioner Nash that the following be appointed to act in the following capacities in connection with the proposed drain project:

Fishbeck, as engineers.

Municipal Financial Consultants, Inc., as registered municipal advisor.

Dickinson Wright PLLC, Troy, Michigan, as bond counsel.

ADOPTED: Yeas - Zack, Nash.

Nays - None.



Chairperson

August 25, 2020

STATE OF MICHIGAN)
)SS
COUNTY OF OAKLAND)

I hereby certify that the foregoing is a true and complete copy of the minutes of a meeting of the Drainage Board for the Evergreen-Farmington Drain, Oakland County, Michigan, held on August 25, 2020, and that the minutes are on file in the offices of the Oakland County Water Resources Commissioner and are available to the public.

I further certify that notice of the meeting was given in accordance with the Open Meetings Act and the Governor's Executive Order No. 2020-154, as the same may be amended, supplemented, extended or replaced from time to time.



Chairperson of the Drainage Board

Dated: August 25, 2020

MINUTES OF THE MEETING OF THE DRAINAGE BOARD
FOR THE EVERGREEN-FARMINGTON SANITARY DRAIN

November 17, 2020

A meeting of the Drainage Board for the Evergreen-Farmington Sanitary Drain was held at 2:00 p.m. on the 17th of November, 2020. The meeting was conducted electronically via GoToMeeting in accordance with PA 228 of 2020.

The meeting was called to order by the Chairperson. The Board indicated where they were physically located at the time of the meeting as follows:

PRESENT: Jim Nash, Oakland County Water Resources Commissioner, participating from Farmington Hills, Michigan.

David Woodward, Chairperson of the Oakland County Board of Commissioners, participating from Royal Oak, Michigan.

Helaine Zack, Chairperson of the Finance Committee, Oakland County Board of Commissioners, participating from Huntington Woods, Michigan.

ABSENT: None.

The meeting was called to order by the Chairperson. The minutes of the August 25, 2020 meeting of this Board were presented. It was moved by Commissioner Zack and seconded by Commissioner Woodward and unanimously adopted that the said minutes be approved as presented.

The Chairperson presented proofs of the publication and mailing of the notice of hearing. By unanimous consent the proofs of publication and mailing were placed on file with the Chairperson.

The Chairperson announced that this was the time and place for the meeting of this Board to hear any objections to the proposed drain project, to the petition therefor, and to the matter of assessing the cost of the project to the public corporation heretofore designated by this Board.

There were the following questions and objections: None.

There were the following written objections: None.

The Chairperson declared the hearing closed.

The following resolution was offered by Commissioner Zack and seconded by Commissioner Woodward:

WHEREAS, petitions were filed with the Oakland County Water Resources Commissioner under the provisions of Chapter 20 of Act 40, Public Acts of Michigan, 1956, as

amended, on July 13, 2020, by the Charter Township of West Bloomfield, Oakland County, Michigan, and on July 20, 2020, by the City of Southfield, Oakland County, Michigan, petitioning for the location, establishment and construction of an intra-county drain project, as set forth in the petitions, which proposed drain project is necessary for the public health; and

WHEREAS, the necessary proceedings have been taken in respect to the petition including the holding of a hearing for the purpose of receiving any objections to the proposed drain project, to the petition therefor and to the matter of assessing the cost to the public corporations named in the notice of said hearing.

THEREFORE, BE IT RESOLVED BY THE DRAINAGE BOARD FOR THE EVERGREEN-FARMINGTON SANITARY DRAIN, as follows:

1. That the petition is sufficient in all respects; that the drain project is practicable and should be constructed; that it has become necessary for the public health to construct the drain project; and that the following public corporations should be assessed for the cost thereof, to-wit:

City of Auburn Hills
Village of Beverly Hills
Village of Bingham Farms
City of Birmingham
Charter Township of Bloomfield
City of Bloomfield Hills
City of Farmington
City of Farmington Hills
Village of Franklin
City of Keego Harbor
City of Lathrup Village
City of Orchard Lake Village
City of Southfield
City of Troy
Charter Township of West Bloomfield

2. That the Chairperson of this Board is hereby authorized and directed to issue on behalf of the Board its final order of determination in accordance with the determinations made in this resolution.

ADOPTED: Yeas – Nash, Woodward, Zack.

Nays – None.

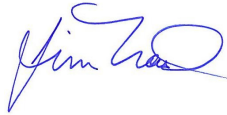
The Chairperson of the Drainage Board proceeded to execute the Final Order of Determination and after doing so, presented the same to the Drainage Board. The order was executed and dated on November 17, 2020.

It was moved by Commissioner Woodward and seconded by Commissioner Zack that the Final Order of Determination, In Re Evergreen-Farmington Sanitary Drain, as this date executed and presented to this Drainage Board by the Chairperson, be and it hereby is confirmed, ratified and approved and ordered filed with the Chairperson on this date.

ADOPTED: Yeas – Nash, Woodward, Zack.

Nays – None.

There being no further business to come before the Board, upon motion by Commissioner Zack, seconded by Commissioner Woodward, and unanimously adopted, the meeting was adjourned.

A handwritten signature in blue ink, appearing to read "Jim Zack", is positioned above a horizontal line.

Chairperson

Dated: November 17, 2020

STATE OF MICHIGAN)
) SS:
COUNTY OF OAKLAND)

I hereby certify that the foregoing is a true and complete copy of the minutes of a meeting of the Drainage Board for the Evergreen-Farmington Sanitary Drain, Oakland County, Michigan, held on November 17, 2020, and that the minutes are on file in the offices of the Oakland County Water Resources Commissioner and are available to the public.

I further certify that notice of the meeting was given in accordance with the Open Meetings Act.

A handwritten signature in blue ink, appearing to read "Jim Traas", is written above a horizontal line.

Chairperson of the Drainage Board

FINAL ORDER OF DETERMINATION

IN RE

EVERGREEN-FARMINGTON SANITARY DRAIN

WHEREAS, pursuant to the provisions of Chapter 20 of Act No. 40, Public Acts of Michigan, 1956, as amended, petitions were filed with the Oakland County Water Resources Commissioner by the Charter Township of West Bloomfield, Oakland County, Michigan, on July 13, 2020, and by the City of Southfield, Oakland County, Michigan, on July 20, 2020, petitioning for the following drain project as necessary for the public health, to-wit:

The location, establishment and construction of an intra-county drain project consisting of the existing Evergreen-Farmington Sewage Disposal System and all improvements necessary to bring the Evergreen-Farmington Sewage Disposal System into compliance with Administrative Consent Order 04995 entered by the State of Michigan Department of the Environment, Great Lakes, and Energy on August 14, 2019, which improvements shall include, without limitation, one or more of the following:

1. The provision of additional outlet capacity for the Evergreen-Farmington Sewage Disposal System by purchasing said capacity from the Great Lakes Water Authority ("GLWA"), such purchase to enable GLWA to acquire and construct sewage disposal system improvements to remove downstream wet weather flow to allow for the additional outlet capacity for the Evergreen-Farmington Sewage Disposal System.
2. The acquisition and construction of improvements to the Walnut Lake Pump Station No. 1 to increase Evergreen Interceptor operating levels and the coordination of operations of facilities in the Evergreen-Farmington Sewage Disposal System.
3. Improvements at the 8 Mile SSO chamber, including but not limited to the acquisition, construction, and modification of piping, weirs, gates, and meters.
4. The acquisition and construction of other improvements to the Evergreen-Farmington Sewage Disposal System, including sewage retention tanks and associated pumps, piping, and connections.
5. Construction of storage facilities within the geographical limits of the Evergreen-Farmington Sewage Disposal System, including, without limitation, a multi-million gallon sewage retention tank on Eight Mile Road in the City of Southfield.

WHEREAS, the necessary proceedings have been taken in respect to the petition, including the holding of a hearing for the purpose of receiving any objections to the proposed drain project, to the petition therefor and to the matter of assessing the cost to the public corporations designated by this Board;

THEREFORE, the Drainage Board for the Evergreen-Farmington Sanitary Drain issues this order making the following determinations in accordance with a resolution adopted by it on August 25, 2020, to-wit:

That the said petitions are sufficient in all respects; that the drain project is practicable and should be constructed; that it has become necessary for the public health to construct the drain project; and that the following public corporations should be assessed for the cost thereof, to-wit:

City of Auburn Hills
Village of Beverly Hills
Village of Bingham Farm
City of Birmingham
Charter Township of Bloomfield
City of Bloomfield Hills
City of Farmington
City of Farmington Hills
Village of Franklin
City of Keego Harbor
City of Lathrup Village
City of Orchard Lake Village
City of Southfield
City of Troy
Charter Township of West Bloomfield

DRAINAGE BOARD FOR THE
EVERGREEN-FARMINGTON SANITARY
DRAIN

A handwritten signature in blue ink, appearing to read "Jim Rao", is written over a horizontal line.

By: _____
Chairperson

Dated: November 17, 2020
Filed: November 17, 2020

MINUTES OF THE MEETING OF THE DRAINAGE BOARD
FOR THE EVERGREEN-FARMINGTON SANITARY DRAIN

April 27, 2021

A meeting of the Drainage Board for the Evergreen-Farmington Sanitary Drain was held at 2:00 p.m. on the 27th day of April, 2021. Due to the COVID-19 pandemic, the meeting was conducted electronically via GoToMeeting in accordance with PA 254 of 2020, as may be amended from time to time and/or as otherwise provided by law.

The meeting was called to order by the Chairperson. The Board indicated where they were physically located at the time of the meeting as follows:

PRESENT: Jim Nash, Oakland County Water Resources Commissioner, participating from Farmington Hills, Michigan.

David Woodward, Chairperson of the Oakland County Board of Commissioners, participating from Royal Oak, Michigan.

Gwen Markham, Chairperson of the Finance Committee, Oakland County Board of Commissioners, participating from Novi, Michigan.

ABSENT: None.

The meeting was called to order by the Chairperson.

The minutes of the December 15, 2020 meeting of this Board were presented. It was moved by Markham and seconded by Woodward and unanimously adopted that the said minutes be approved as presented.

ROLL CALL VOTE:

NASH: AYE

MARKHAM: AYE

WOODWARD: AYE

Chairperson Nash asked if there were any public comments. There were none.

The following resolution was offered by Markham and seconded by Woodward:

The Chairperson presented plans and specifications for the Evergreen-Farmington Sanitary Drain previously prepared by registered professional engineers and on file with the Oakland County Water Resources Commissioner. After examination of said plans and specifications it was, on motion by Woodward, seconded by Markham:

RESOLVED, that said plans and specifications be and they hereby are received, adopted and approved and ordered filed with the Chairperson of this Board.

ROLL CALL VOTE:

NASH: AYE

MARKHAM: AYE
WOODWARD: AYE

The Chairperson presented a route and course of the Evergreen-Farmington Sanitary Drain.

The following resolution was offered by Markham and seconded by Woodward:

RESOLVED, that the following be approved and adopted as the route and course of the Evergreen-Farmington Sanitary Drain:

(See Attached Exhibit A)

ROLL CALL VOTE:

NASH: AYE
MARKHAM: AYE
WOODWARD: AYE

The Chairperson presented a description of the area to be served by the drain project.

The following resolution was offered by Markham and seconded by Woodward:

RESOLVED, that the following be designated as the area to be served by the drain project:

(See Attached Exhibit B)

ROLL CALL VOTE:

NASH: AYE
MARKHAM: AYE
WOODWARD: AYE

The following resolution was offered by Markham and seconded by Woodward:

The Chairperson presented an estimate of the cost of the drain project, which estimate is in the aggregate amount of \$68,000,000.

Upon motion by Markham, seconded by Woodward, it was:

RESOLVED, that the estimate of cost of the drain project, in the amount of \$68,00,000, be and the same hereby is adopted, approved and accepted.

ROLL CALL VOTE:

NASH: AYE
MARKHAM: AYE
WOODWARD: AYE

The following resolution was offered by Markham and seconded by Woodward:

A tentative apportionment of costs was presented to the Board and ordered filed with the Chairperson.

The following resolution was offered by Markham and seconded by Woodward:

BE IT RESOLVED BY THE DRAINAGE BOARD FOR THE EVERGREEN-FARMINGTON SANITARY DRAIN, as follows:

1. That this Board hereby tentatively establishes that the cost of the Evergreen-Farmington Sanitary Drain shall be apportioned against public corporations, as follows:

City of Auburn Hills	0.46%
Village of Beverly Hills	5.75%
Village of Bingham Farms	0.69%
City of Birmingham	0.11%
Charter Township of Bloomfield	9.54%
City of Bloomfield Hills	1.44%
City of Farmington	0.34%
City of Farmington Hills	28.29%
Village of Franklin	0.21%
City of Keego Harbor	0.32%
City of Lathrup Village	3.06%
City of Orchard Lake Village	0.37%
City of Southfield	38.17%
City of Troy	3.15%
Charter Township of West Bloomfield	8.10%

2. That this Drainage Board shall meet on the 22nd day of June, 2021, at 2:00 p.m., prevailing Eastern Time, at the Office of the Oakland County Water Resources Commissioner, One Public Works Drive, Waterford, Michigan and/or electronically via GoToMeeting, as provided by law, for the purpose of hearing any objections to said apportionment.

3. That the notice of such hearing shall be in substantially the following form, to wit:

CITY OF AUBURN HILLS, VILLAGE OF BEVERLY HILLS, VILLAGE OF BINGHAM FARMS, CITY OF BIRMINGHAM, CHARTER TOWNSHIP OF BLOOMFIELD, CITY OF BLOOMFIELD HILLS, CITY OF FARMINGTON, CITY OF FARMINGTON HILLS, VILLAGE OF FRANKLIN, CITY OF KEEGO HARBOR, CITY OF LATHRUP VILLAGE, CITY OF ORCHARD LAKE VILLAGE, CITY OF SOUTHFIELD, CITY OF TROY, CHARTER TOWNSHIP OF WEST BLOOMFIELD
COUNTY OF OAKLAND

EVERGREEN-FARMINGTON SANITARY DRAIN

NOTICE OF MEETING TO HEAR OBJECTIONS
TO APPORTIONMENT OF COST OF ABOVE
INTRA-COUNTY DRAIN PROJECT

NOTICE IS HEREBY GIVEN, that the cost of the Evergreen-Farmington Sanitary Drain which consists of locating, establishing and constructing an intra-county drain project consisting of the existing Evergreen-Farmington Sewage Disposal System and all improvements necessary to bring the Evergreen-Farmington Sewage Disposal System into compliance with Administrative Consent Order 04995 entered by the State of Michigan Department of the Environment, Great Lakes, and Energy on August 14, 2019, in accordance with the provisions of Chapter 20 of Act 40, Public Acts of Michigan, 1956, as amended, all as more fully set forth in the petition filed by the Charter Township of West Bloomfield and the City of Southfield with respect to the drain project, has been tentatively apportioned as follows, to wit:

<u>Public Corporation</u>	<u>Tentative Percentage of Cost</u>
City of Auburn Hills	0.46%
Village of Beverly Hills	5.75%
Village of Bingham Farms	0.69%
City of Birmingham	0.11%
Charter Township of Bloomfield	9.54%
City of Bloomfield Hills	1.44%
City of Farmington	0.34%
City of Farmington Hills	28.29%
Village of Franklin	0.21%
City of Keego Harbor	0.32%
City of Lathrup Village	3.06%
City of Orchard Lake Village	0.37%
City of Southfield	38.17%
City of Troy	3.15%
Charter Township of West Bloomfield	8.10%

NOTICE IS FURTHER GIVEN, that the Drainage Board for the Evergreen-Farmington Sanitary Drain, will meet at 2:00 p.m., prevailing Eastern Time, on the 22nd day of June, 2021, in the Office of the Oakland County Water Resources Commissioner, One Public Works Drive, Waterford, Michigan and/or electronically via GoToMeeting, as provided by law, for the purpose of hearing any objections to said apportionment.

NOTICE IS FURTHER GIVEN, that the plans, specifications, route and course and estimate of cost of the Evergreen-Farmington Sanitary Drain and also a description of the area to be served thereby are on file in the office of the Oakland County Water Resources Commissioner, One Public Works Drive, Waterford, Michigan. The estimated cost of the drain project is \$68,000,000, but the apportionment percentages as finally established by the Drainage Board shall apply to the actual cost of the aforementioned portions of the drain project when finally completed.

NOTICE IS FURTHER GIVEN, that at said hearing the public corporations to be assessed, or any taxpayer thereof, will be entitled to be heard.

NOTICE IS FURTHER GIVEN, that after consideration of all objections to the apportionment the Drainage Board shall determine whether the apportionment fairly reflects the benefits to accrue to each public corporation and the extent to which each public corporation contributes to the conditions which make the drain project necessary. If the Drainage Board determines that the apportionment is

equitable it will enter a Final Order of Apportionment confirming the apportionment. Section 483 of Act 40, Public Acts of Michigan, 1956, as amended, provides that the Final Order of Apportionment shall not be subject to attack in any court, except by proceedings in certiorari brought within 20 days after the order is filed in the office of the Oakland County Water Resources Commissioner, with the Chairperson of the Drainage Board for the Evergreen-Farmington Sanitary Drain, and that if no such proceedings shall be brought within said 20 day period the legality of the assessments for the drain shall not thereafter be questioned in any suit at law or in equity, either on jurisdictional or nonjurisdictional grounds.

NOTICE IS FURTHER GIVEN, that if the Drainage Board enters the Final Order of Apportionment a special assessment roll assessing the estimated cost of the drain project against said public corporations in accordance with the confirmed apportionment will be prepared and presented to the Drainage Board for approval.

This notice is given to and for the benefit of the aforesaid mentioned public corporations and all taxpayers thereof by order of the Drainage Board for the Evergreen-Farmington Sanitary Drain.

Jim Nash
Chairperson of the Drainage Board for the
Evergreen-Farmington Sanitary Drain;
Oakland County Water Resources Commissioner

Dated: April 27, 2021

4. That said notice shall be published twice in The Oakland Press, a newspaper published in the County of Oakland, the first publication to be not less than twenty (20) days prior to the time of said hearing.

5. That said notice shall be sent by registered or certified mail to the Clerk of the City of Auburn Hills, the Village of Beverly Hills, the Village of Bingham Farms, the City of Birmingham, the Charter Township of Bloomfield, the City of Bloomfield Hills, the City of Farmington, the City of Farmington Hills, the Village of Franklin, the City of Keego Harbor, the City of Lathrup Village, City of Orchard Lake Village, the City of Southfield, the City of Troy, the Charter Township of West Bloomfield, the County Clerk of the County of Oakland and the County Road Commission of the County of Oakland, which mailing shall be not less than twenty (20) days prior to the time of said hearing.

6. That all resolutions or parts of resolutions in conflict herewith are hereby rescinded.

ROLL CALL VOTE:

NASH: AYE
MARKHAM: AYE
WOODWARD: AYE

Meadowbrook Insurance Agency insurance provided a proposal for potential insurance policies. It was moved by Markham, supported by Woodward, to approve and bind

the insurance policy recommendation as presented, authorize the Chairperson to execute requisite coverage documents and authorize payment of the premium and related invoices.

ROLL CALL VOTE:

NASH: AYE
MARKHAM: AYE
WOODWARD: AYE

A Memorandum from Jason Say, P.E., dated April 27, 2021, was presented requesting the Board to authorize Oakland County IT and Oakland County WRC to perform internet service upgrades for a monthly recurring cost of \$684.86. It was moved by Markham, supported by Woodward, to approve the Memorandum as presented.

ROLL CALL VOTE:

NASH: AYE
MARKHAM: AYE
WOODWARD: AYE

A Memorandum from Brian Coburn, P.E., Chief Engineer, dated April 27, 2021, was presented requesting the Board approve the operating budget, cost allocation and the Capital Improvement Program for the rate year beginning July 1, 2021. It was moved by Markham, supported by Woodward, to approve the Memorandum as presented.

ROLL CALL VOTE:

NASH: AYE
MARKHAM: AYE
WOODWARD: AYE

A Memorandum from Evans Bantios, P.E., Civil Engineer III, dated April 27, 2021, was presented requesting the Board approve the Engineering Services Agreement between the Drainage District and HRC for the design and bidding phase of the LVSRT Improvements project for an amount not-to-exceed of \$164,000. It was moved by Markham, supported by Woodward, to approve the Memorandum as presented.

ROLL CALL VOTE:

NASH: AYE
MARKHAM: AYE
WOODWARD: AYE

It was moved by Nash, supported by Markham, to certify attendance and authorize pro rata payment of \$25 per day to Ms. Markham and Mr. Woodward.

ROLL CALL VOTE:

NASH: AYE
MARKHAM: AYE
WOODWARD: AYE

There being no further business to come before the meeting, the meeting was adjourned.



Chairperson

April 27, 2021

STATE OF MICHIGAN)
) SS:
COUNTY OF OAKLAND)

I hereby certify that the foregoing is a true and complete copy of the minutes of a meeting of the Drainage Board for the Evergreen-Farmington Sanitary Drain, Oakland County, Michigan, held on April 27, 2021, and that the minutes are on file in the offices of the Oakland County Water Resources Commissioner and are available to the public.

I further certify that notice of the meeting was given in accordance with the Open Meetings Act.

A handwritten signature in blue ink, appearing to read "Jim [unclear]", is written above a horizontal line.

Chairperson of the Drainage Board

MINUTES OF MEETING OF THE DRAINAGE BOARD
FOR THE EVERGREEN-FARMINGTON SANITARY DRAIN

June 22, 2021

A meeting of the Drainage Board for the Evergreen-Farmington Sanitary Drain was held at 2:00 p.m. on the 22nd day of June, 2021. Due to the COVID-19 pandemic, the meeting was conducted electronically via GoToMeeting in accordance with PA 254 of 2020, as may be amended from time to time and/or as otherwise provided by law.

The meeting was called to order by the Chairperson. The Board indicated where they were physically located at the time of the meeting as follows:

PRESENT: Jim Nash, Oakland County Water Resources Commissioner, participating from Farmington Hills, Michigan.

Gwen Markham, Chairperson of the Finance Committee, Oakland County Board of Commissioners, participating from Novi, Michigan.

ABSENT: David Woodward, Chairperson of the Oakland County Board of Commissioners.

The Chairperson presented the minutes of the meeting of this Board held on April 27, 2021. Upon motion by Markham, seconded by Nash and unanimously adopted, the minutes were approved as presented.

The Chairperson announced that this was the time and place set to hear any objections to the apportionment of the cost of the Evergreen-Farmington Sanitary Drain as tentatively adopted by this Drainage Board on April 27, 2021 and as set forth in the notice of this hearing. The Chairperson presented affidavits of the publication and mailing of the notice of this hearing.

The Chairperson inquired if any public corporation to be assessed or any taxpayer thereof desired to object to the tentative apportionment of the cost of the Evergreen-Farmington Sanitary Drain as set forth in the resolution of this Board adopted April 27, 2021 and in the notice of this hearing. There were the following objections or questions: None.

The Chairperson declared the hearing closed.

The following resolution was offered by Markham and seconded by Nash:

WHEREAS, the Drainage Board for the Evergreen-Farmington Sanitary Drain, on the 27th day of April, 2021, tentatively established an apportionment of the cost of the Evergreen-Farmington Sanitary Drain, to be borne by the several public corporations, as follows:

City of Auburn Hills	0.46%
Village of Beverly Hills	5.75%
Village of Bingham Farms	0.69%
City of Birmingham	0.11%
Charter Township of Bloomfield	9.54%
City of Bloomfield Hills	1.44%
City of Farmington	0.34%
City of Farmington Hills	28.29%
Village of Franklin	0.21%
City of Keego Harbor	0.32%
City of Lathrup Village	3.06%
City of Orchard Lake Village	0.37%
City of Southfield	38.17%
City of Troy	3.15%
Charter Township of West Bloomfield	8.10%

; and

WHEREAS, after due notice the Drainage Board met on the 22nd day of June, 2021 to hear any objections to the apportionment; and

WHEREAS, the apportionment of the cost of the Evergreen-Farmington Sanitary Drain has been made by taking into consideration the benefits to accrue to each of the public corporations to be assessed and by taking into consideration the extent to which each such public corporation contributes to the conditions which made the Evergreen-Farmington Sanitary Drain necessary;

WHEREAS, this Drainage Board has given due and full consideration to all objections offered thereto; and

WHEREAS, the Evergreen-Farmington Sanitary Drain are necessary for the public health.

NOW, THEREFORE, BE IT RESOLVED BY THE DRAINAGE BOARD FOR THE EVERGREEN-FARMINGTON SANITARY DRAIN:

1. That the apportionment of cost as above set forth be and the same is fixed and confirmed.

2. That the Chairperson of this Drainage Board is authorized and directed to issue on behalf of the Board its Final Order of Apportionment setting forth the apportionment against the several public corporations as herein fixed and confirmed.

3. That all former resolutions and orders of this Board, insofar as the same may be in conflict with the terms of this resolution, are rescinded.

ADOPTED: Yeas – Markham, Nash.

Nays – None.

The Chairperson proceeded to sign the Final Order of Apportionment as directed in the foregoing resolution, and he then presented the order to the Board. The order was dated June 22, 2021.

It was moved by Markham and seconded by Nash that the Final Order of Apportionment In Re Evergreen-Farmington Sanitary Drain, dated June 22, 2021, be approved and filed with the Chairperson.

ADOPTED: Yeas – Markham, Nash.

Nays – None.

It was moved by Nash and seconded by Markham to certify attendance and authorize pro rata payment of \$25 per day to Ms. Markham.

ADOPTED: Yeas – Markham, Nash.

Nays – None.

There being no further business, the meeting was adjourned.

A handwritten signature in blue ink, appearing to read "Jim Zuo", is positioned above a horizontal line.

Chairperson

June 22, 2021

STATE OF MICHIGAN)
)
COUNTY OF OAKLAND)

I hereby certify that the foregoing is a true and complete copy of the minutes of a meeting of the Drainage Board for the Evergreen-Farmington Sanitary Drain, Oakland County, Michigan, held on June 22, 2021, and that the minutes are on file in the office of the Oakland County Water Resources Commissioner and are available to the public.

I further certify that notice of the meeting was given in accordance with the Michigan Drain Code and the Open Meetings Act.

A handwritten signature in blue ink, appearing to read "Jim Zao", is written over a horizontal line.

Chairperson of the Drainage Board

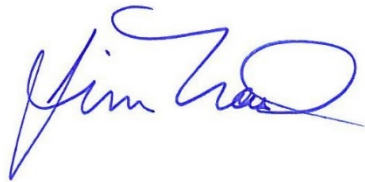
Dated: June 22, 2021

FINAL ORDER OF APPORTIONMENT
IN RE
EVERGREEN-FARMINGTON SANITARY DRAIN

In accordance with a resolution adopted by the Drainage Board for the Evergreen-Farmington Sanitary Drain on the 22nd day of June, 2021, the apportionment of the cost of the Evergreen-Farmington Sanitary Drain to be borne by the several public corporations is as follows:

City of Auburn Hills	0.46%
Village of Beverly Hills	5.75%
Village of Bingham Farms	0.69%
City of Birmingham	0.11%
Charter Township of Bloomfield	9.54%
City of Bloomfield Hills	1.44%
City of Farmington	0.34%
City of Farmington Hills	28.29%
Village of Franklin	0.21%
City of Keego Harbor	0.32%
City of Lathrup Village	3.06%
City of Orchard Lake Village	0.37%
City of Southfield	38.17%
City of Troy	3.15%
Charter Township of West Bloomfield	<u>8.10%</u>
	100%

DRAINAGE BOARD FOR THE EVERGREEN-
FARMINGTON SANITARY DRAIN



By _____
Chairperson

Dated: June 22, 2021

Filed: June 22, 2021



April 10, 2025

RESOLUTION #2025-5058 _ 25-8

Sponsored By: Yolanda Smith Charles

Water Resources Commissioner - Pledging Oakland County's Full Faith and Credit to Issue Bonds for Improvements to the Evergreen-Farmington Sanitary Drain Drainage District

Chair and Members of the Board:

WHEREAS proceedings have been taken by the Drainage Board for the Evergreen-Farmington Sanitary Drain (the "Drainage Board") for the location, establishment and construction of an intra-county drain project consisting of all improvements necessary to bring the previously established Evergreen-Farmington Sewage Disposal System into compliance with Administrative Consent Order 04995 (the "ACO") entered by the State of Michigan Department of the Environment, Great Lakes, and Energy on August 14, 2019, as further described in Exhibit A-1 attached hereto, and that now serve the Evergreen-Farmington Sanitary Drain located in the City of Auburn Hills, the Village of Beverly Hills, the Village of Bingham Farms, the City of Birmingham, the Charter Township of Bloomfield, the City of Bloomfield Hills, the City of Farmington, the City of Farmington Hills, the Village of Franklin, the City of Keego Harbor, the City of Lathrup Village, the City of Orchard Lake Village, the City of Southfield, the City of Troy and the Charter Township of West Bloomfield, in the County of Oakland (the "County"), under the provisions of Chapter 20 of the Drain Code of 1956, as amended, pursuant to a petition filed with the Oakland County Water Resources Commissioner (the "Project"); and

WHEREAS on January 20, 2023, the Drainage Board issued its Evergreen-Farmington Sanitary Drain Bonds, Series 2023 in the principal amount of \$121,070,000 (the "2023 Bonds") for the purpose of financing part of the Project; and

WHEREAS the 2023 Bonds were sold to the Michigan Finance Authority in order to receive a subsidized interest rate of 1.875% through participation in the State Water Pollution Control Revolving Fund Program (the "SRF Program"); and

WHEREAS the Drainage Board is expected to authorize and provide for the issuance by the Evergreen-Farmington Sanitary Drain Drainage District of one or more series of bonds (the "Bonds") in the aggregate principal amount of not to exceed \$14,000,000 to finance all or part of the costs of the second phase of the Project (the "Phase II Project"), as further described in Exhibit A-2 attached hereto, in anticipation of the collection of an equal amount of installments of special assessments against the City of Auburn Hills, the Village of Beverly Hills, the Village of Bingham Farms, the City of Birmingham, the Charter Township of Bloomfield, the City of Bloomfield Hills, the City of Farmington, the City of Farmington Hills, the Village of Franklin, the City of Keego Harbor, the City of Lathrup Village, the City of Orchard Lake Village, the City of Southfield, the City of Troy and the Charter Township of West Bloomfield, said special assessments to be duly confirmed by the Drainage Board; and

WHEREAS the constitutional limit for County debt is \$10,664,998,561 (10% of State Equalized Value). As of March 2, 2025, the total pledged debt is \$627,807,594 or approximately 5.8867% of the constitutional debt limit; and

WHEREAS the Bonds are to be designated “Evergreen-Farmington Sanitary Drain Bonds, Series 2025”, with such other designations, including, without limitation, designations for multiple series, as determined by an officer duly authorized by the Drainage Board; *provided that*, if any series of the Bonds are not issued in calendar year 2025, an officer duly authorized by the Drainage Board may re-designate such series of Bonds to reflect the year in which such series of Bonds are issued; and

WHEREAS the Bonds are expected to be sold to the Michigan Finance Authority in order to receive a subsidized interest rate through participation in the SRF Program; and

WHEREAS Bonds sold to the Michigan Finance Authority through the SRF Program will bear interest at a rate not to exceed 2.75% per annum; and

WHEREAS, the Oakland County Board of Commissioners may, by resolution adopted by a two-thirds vote of its members elect, pledge the full faith and credit of the County for the prompt payment of the principal of and interest on the Bonds pursuant to Section 474 of the Act; and

WHEREAS the Drainage Board deems it advisable and necessary to obtain from this Board a resolution pledging the full faith and credit of the County on the Bonds; and

WHEREAS the Project is necessary to protect and preserve the public health and to achieve compliance with the ACO, and therefore, it is in the best interest of the County of Oakland that the Bonds be sold.

NOW THEREFORE BE IT RESOLVED that pursuant to the authorization provided in Section 476 of the Drain Code of 1956, as amended, provided that the Bonds are issued within the parameters set forth above, the Oakland County Board of Commissioners, by a two-thirds vote of its members elect, does hereby irrevocably pledge the full faith and credit of the County of Oakland for the prompt payment of the principal of and interest on the Bonds, and does agree that in the event that any public corporation assessed shall fail or neglect to account to the County Treasurer of the County of Oakland for the amount of any special assessment installment and interest, when due, then the amount thereof shall be immediately advanced from County funds, and the County Treasurer is directed to immediately make such advancement to the extent necessary.

BE IT FURTHER RESOLVED in the event that, pursuant to said pledge of full faith and credit, the County advances out of County funds, all or any part of said installment and interest, it shall be the duty of the County Treasurer, for and on behalf of the County, to take all actions and proceedings and pursue all remedies permitted or authorized by law for the reimbursement of such sums so paid.

BE IT FURTHER RESOLVED that the County Treasurer is hereby authorized, if necessary, to execute a certificate of the County to comply with the continuing disclosure undertaking of the County with respect to the Bonds pursuant to paragraph (b)(5) of SEC Rule 15c2-12 issued under the Securities Exchange Act of 1934, as amended, and amendments to such certificate from time to time in accordance with the terms of such certificate (the certificate and any amendments thereto are collectively referred to herein as the "Continuing Disclosure Certificate"). The County hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate.

BE IT FURTHER RESOLVED that all resolutions and part of resolutions, insofar as the same may be in conflict with the provisions of this resolution, be and the same hereby are rescinded.

Chair, the following Commissioners are sponsoring the foregoing Resolution: **Yolanda Smith**

Charles.



David Woodward, Commissioner

Date: April 10, 2025



Walt Herzig, Chief Deputy County Executive

Date: April 11, 2025



Lisa Brown, County Clerk / Register of Deeds

Date: April 17, 2025

COMMITTEE TRACKING

2025-04-02 Economic Development & Infrastructure - Forward to Finance

2025-04-02 Finance - Recommend to Board

2025-04-10 Full Board - Adopt

Motioned by Commissioner Linnie Taylor seconded by Commissioner Angela Powell to adopt the attached Bonds: Pledging Oakland County's Full Faith and Credit to Issue Bonds for Improvements to the Evergreen-Farmington Sanitary Drain Drainage District.

Yes: David Woodward, Michael Spisz, Penny Luebs, Karen Joliat, Kristen Nelson, Christine Long, Robert Hoffman, Philip Weipert, Gwen Markham, Angela Powell, Marcia Gershenson, William Miller III, Yolanda Smith Charles, Brendan Johnson, Ann Erickson Gault, Linnie Taylor, Robert Smiley (17)

No: None (0)

Abstain: None (0)

Absent: Michael Gingell, Charles Cavell (2)

Passed

ATTACHMENTS

1. Exhibit A-1
2. Exhibit A-2
3. EFSD SRF SiteMap
4. Walnut Lk No 1 CAP Full Faith and Credit Memo
5. EFSD - Map

STATE OF MICHIGAN)
COUNTY OF OAKLAND)

I, Lisa Brown, Clerk of the County of Oakland, do hereby certify that the foregoing resolution is a true and accurate copy of a resolution adopted by the Oakland County Board of Commissioners on April 10, 2025, with the original record thereof now remaining in my office.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of the Circuit Court at Pontiac, Michigan on Thursday, April 10, 2025.

A handwritten signature in cursive script, appearing to read "Lisa Brown", followed by a horizontal line.

Lisa Brown, Oakland County Clerk / Register of Deeds

Exhibit A-1

Evergreen-Farmington Sanitary Drain Drainage District Project

As set forth in the petition filed with the Oakland County Water Resources Commissioner pursuant to the provisions of Chapter 20 of the Drain Code of 1956, as amended, the intra-county drain project consisting of all improvements necessary to bring the previously established Evergreen-Farmington Sewage Disposal System into compliance with Administrative Consent Order 04995 entered by the State of Michigan Department of the Environment, Great Lakes, and Energy on August 14, 2019, shall include, without limitation, one or more of the following:

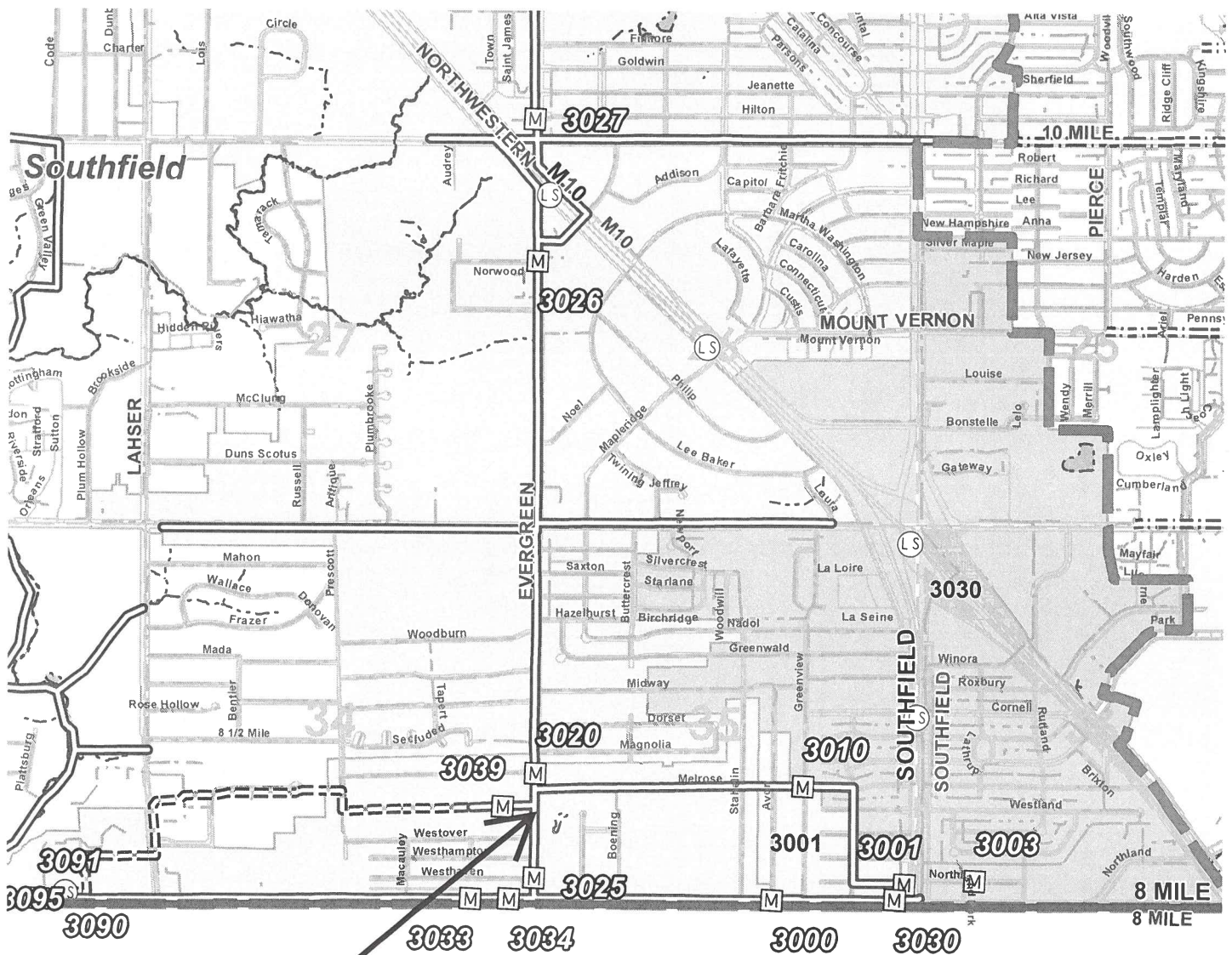
1. The provision of additional outlet capacity for the Evergreen-Farmington Sewage Disposal System by purchasing said capacity from the Great Lakes Water Authority ("GLWA"), such purchase to enable GLWA to acquire and construct sewage disposal system improvements to remove downstream wet weather flow to allow for the additional outlet capacity for the Evergreen-Farmington Sewage Disposal System.
2. The acquisition and construction of improvements to the Walnut Lake Pump Station No. 1 to increase Evergreen Interceptor operating levels and the coordination of operations of facilities in the Evergreen-Farmington Sewage Disposal System.
3. Improvements at the 8 Mile SSO chamber, including but not limited to the acquisition, construction, and modification of piping, weirs, gates, and meters.
4. The acquisition and construction of other improvements to the Evergreen-Farmington Sewage Disposal System, including sewage retention tanks and associated pumps, piping, and connections.
5. Construction of storage facilities within the geographical limits of the Evergreen-Farmington Sewage Disposal System, including, without limitation, a multi-million-gallon sewage retention tank on Eight Mile Road in the City of Southfield.

Exhibit A-2

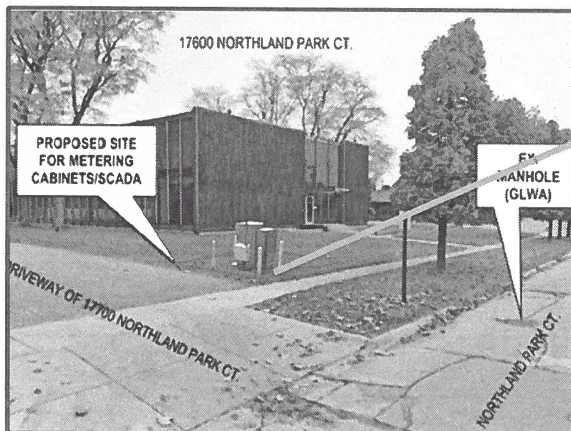
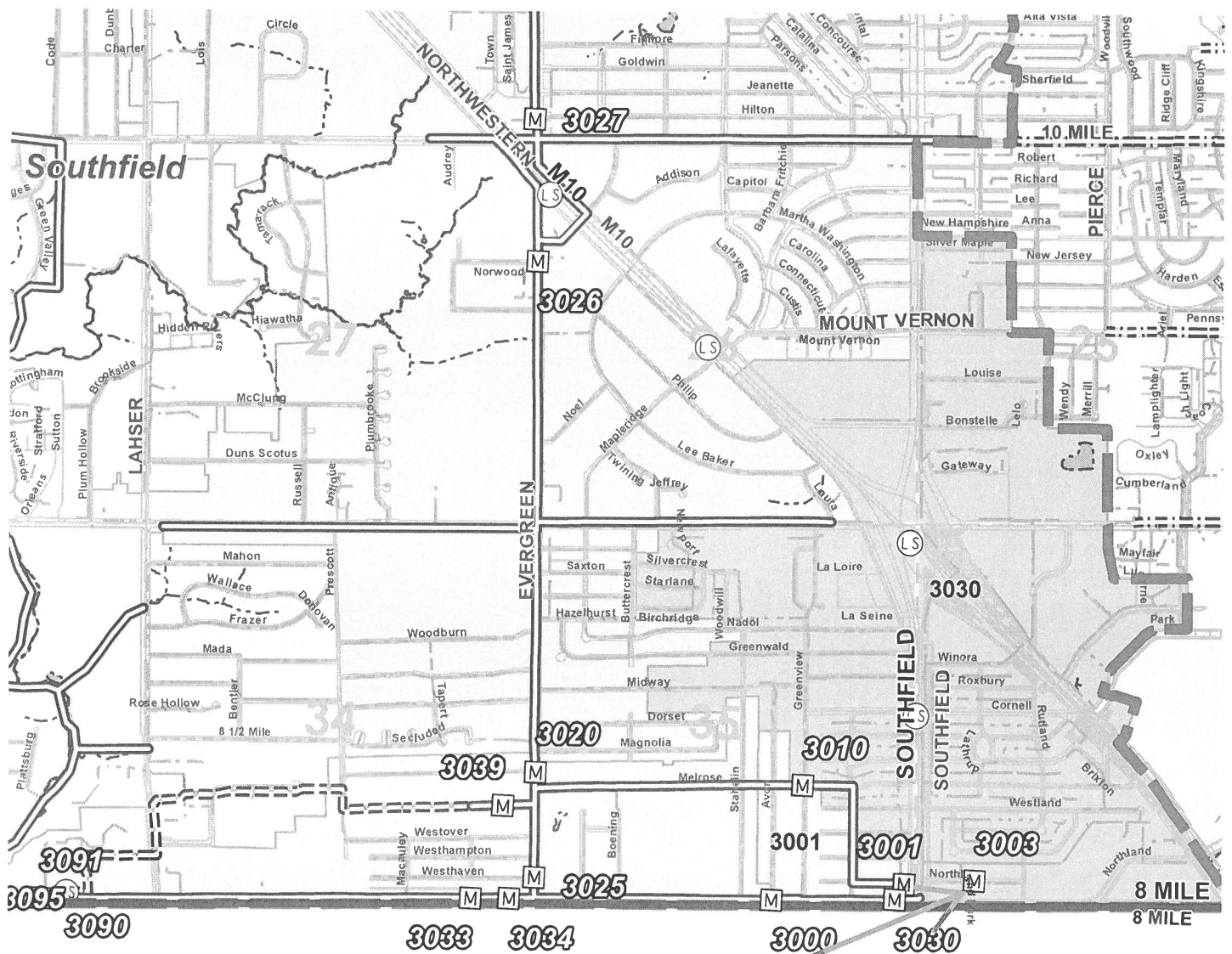
Evergreen-Farmington Sanitary Drain Drainage District Project – Phase II Project

As set forth in the petition filed with the Oakland County Water Resources Commissioner pursuant to the provisions of Chapter 20 of the Drain Code of 1956, as amended, to be located as specified in Schedule 1 hereto, the Phase II Project shall include, without limitation, one or more of the following:

1. The acquisition and construction of improvements to the Walnut Lake Pump Station No. 1 to increase Evergreen Interceptor operating levels and the coordination of operations of facilities in the Evergreen-Farmington Sewage Disposal System.
2. The acquisition and construction of other improvements to the Evergreen-Farmington Sewage Disposal System, including sewage retention tanks and associated pumps, piping, and connections.

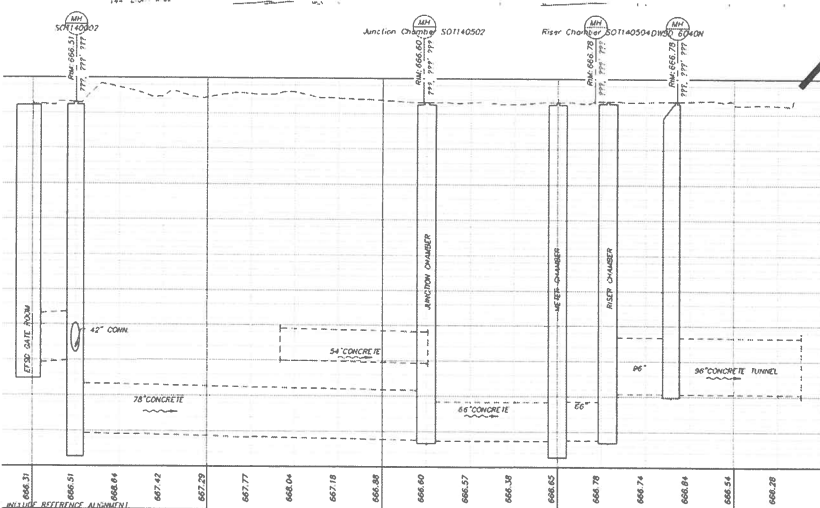
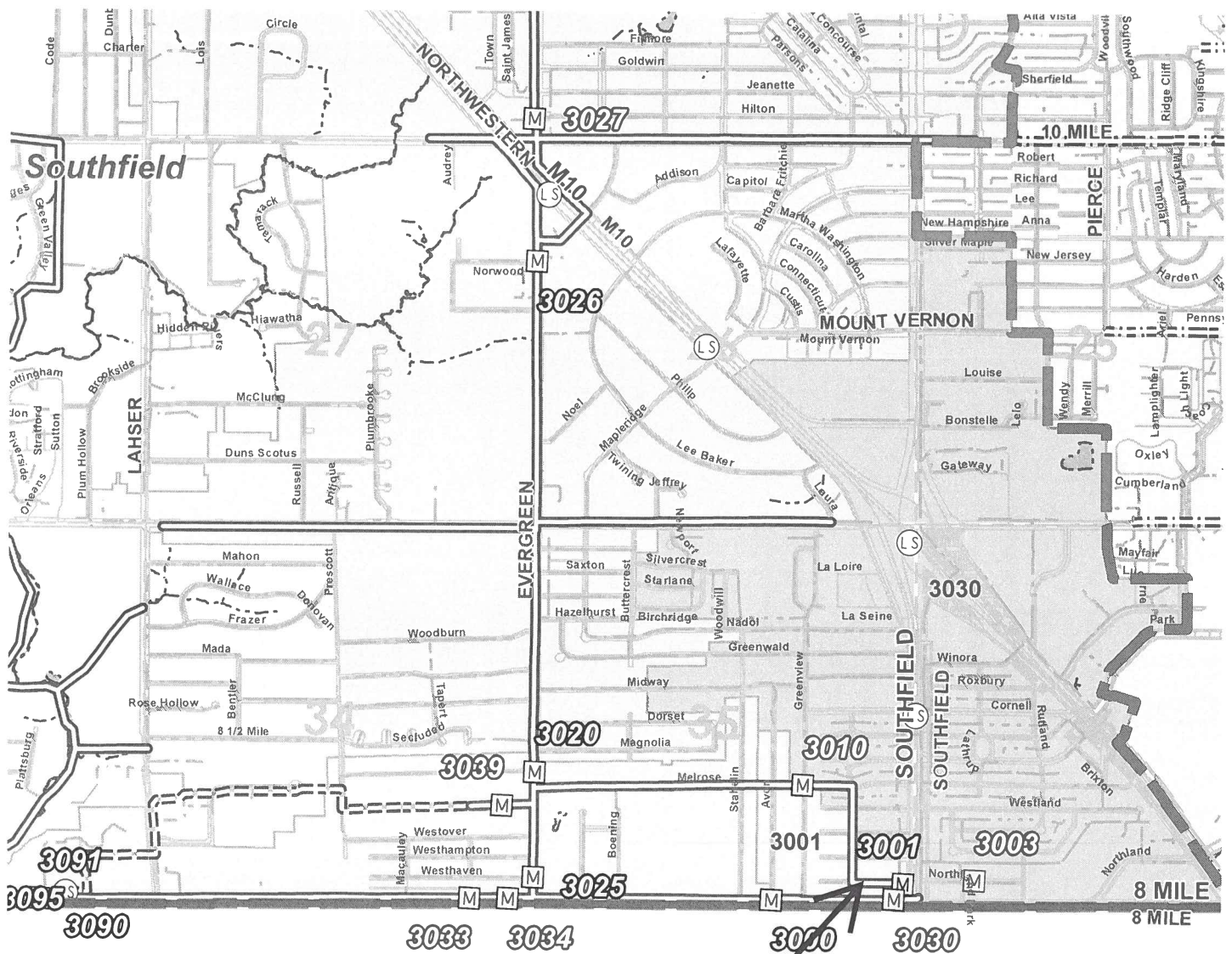


1. Melrose Weir Site (below grade)
Adjust level weir that is located in
existing below-ground structure.



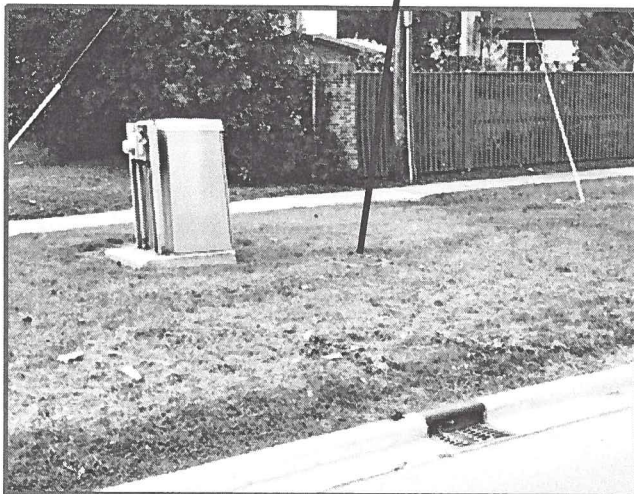
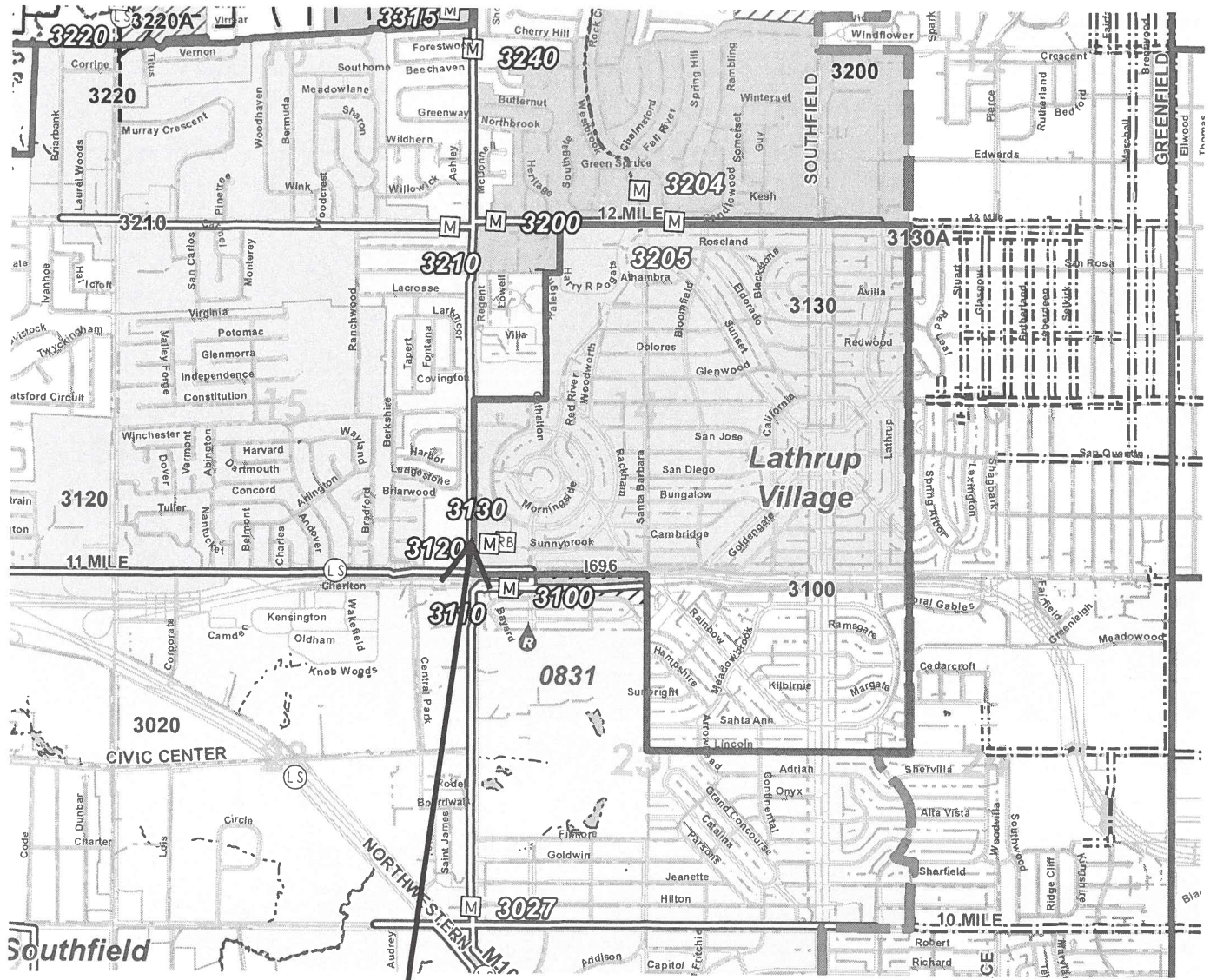
2. GLWA Meter Site

Install new master meter for EF system in existing manhole structure over existing sewer with above-grade control cabinet.



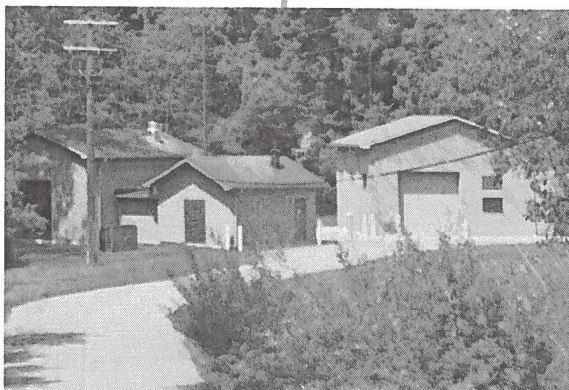
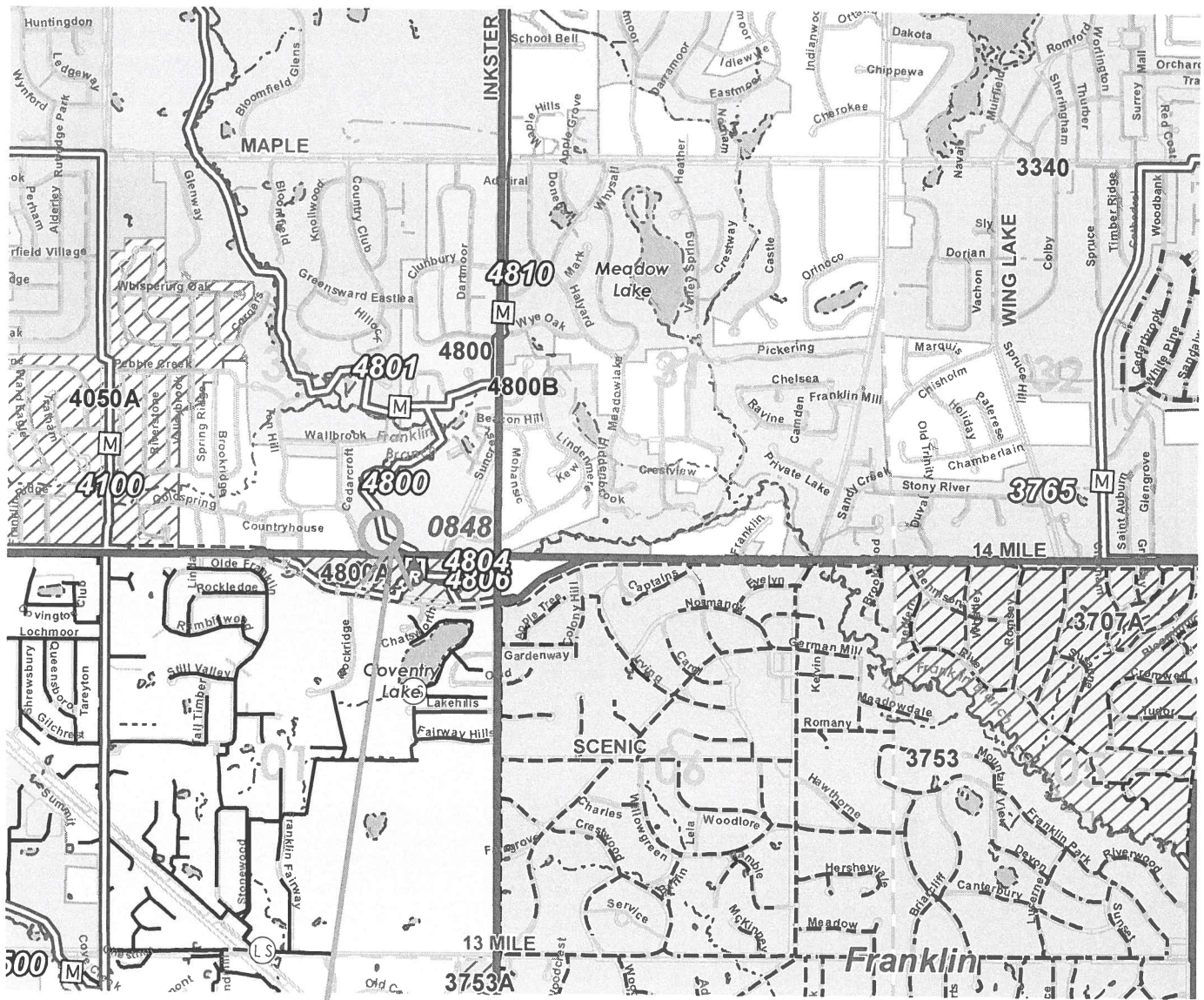
3. Siphon Removal

Remove existing siphon used for existing mag master meter for EF system. The new sewer segment will be at a higher elevation to reduce headloss in system.



4. Lathrup Level Site

The existing level sensor site will be modified to allow the site to read higher levels in the system.



5. Walnut Lake No. 1 Pump Station
 The Walnut Lake No. 1 Pump Station can send flow east or west of of two separate force mains. The plan is to send the flow to the east down 14 Mile Road and down the Evergreen sewer.

At a meeting of the Drainage Board for the Evergreen-Farmington Sanitary Drain (the “Drainage Board”) held on April 22, 2025.

PRESENT: Anne Vaara, Oakland County Water Resources Chief Deputy Commissioner

David Woodward, Chairperson of the Oakland County Board of Commissioners

Gwen Markham, Chairperson of the Finance Committee, Oakland County Board of Commissioners

ABSENT: Jim Nash, Oakland County Water Resources Commissioner

The following resolution was offered by Markham and seconded by Woodward:

RESOLUTION APPROVING SPECIAL ASSESSMENT ROLL AND AUTHORIZING THE
ISSUANCE OF EVERGREEN-FARMINGTON SANITARY DRAIN BONDS, SERIES 2025

WHEREAS, pursuant to petitions filed with the Oakland County Water Resources Commissioner by the Charter Township of West Bloomfield and the City of Southfield, proceedings have been taken under the provisions of Chapter 20 of Act 40, Public Acts of Michigan, 1956, as amended (the “Drain Code”), for the location, establishment and construction of the Evergreen-Farmington Sanitary Drain (the “Petitioned Project”), consisting of all improvements necessary to bring the previously established Evergreen-Farmington Sewage Disposal System into compliance with Administrative Consent Order 04995 entered by the State of Michigan Department of the Environment, Great Lakes, and Energy on August 14, 2019, and that now serve the Evergreen-Farmington Sanitary Drain located in the City of Auburn Hills, the Village of Beverly Hills, the Village of Bingham Farms, the City of Birmingham, the Charter Township of Bloomfield, the City of Bloomfield Hills, the City of Farmington, the City of Farmington Hills, the Village of Franklin, the City of Keego Harbor, the City of Lathrup Village, the City of Orchard Lake Village, the City of Southfield, the City of Troy and the Charter Township of West Bloomfield in the County of Oakland, Michigan; and

WHEREAS, the Drainage Board, on November 17, 2020 approved the Final Order of Determination for the Petitioned Project, and on June 22, 2021 approved a Final Order of Apportionment of the cost of the Petitioned Project to be borne by the several public corporations, as follows:

City of Auburn Hills	0.46%
Village of Beverly Hills	5.75%
Village of Bingham Farms	0.69%
City of Birmingham	0.11%
Charter Township of Bloomfield	9.54%
City of Bloomfield Hills	1.44%
City of Farmington	0.34%
City of Farmington Hills	28.29%
Village of Franklin	0.21%
City of Keego Harbor	0.32%
City of Lathrup Village	3.06%
City of Orchard Lake Village	0.37%
City of Southfield	38.17%
City of Troy	3.15%
Charter Township of West Bloomfield	8.10%
	<u>100.00%</u>

; and

WHEREAS, on January 20, 2023, the Drainage Board issued its Evergreen-Farmington Sanitary Drain Bonds, Series 2023 in the principal amount of \$121,070,000 (the “2023 Bonds”) for the purpose of financing part of the Petitioned Project; and

WHEREAS, the 2023 Bonds were sold to the Michigan Finance Authority (the “Authority”) in order to receive a subsidized interest rate through participation in the State Water Pollution Control Revolving Fund Program (the “SRF Program”); and

WHEREAS, the Drainage Board has determined that it is necessary and desirable to proceed with additional portions of the Petitioned Project (said additional portions referred to herein as the “Phase II Project”) and to finance the Phase II Project as provided herein; and

WHEREAS, the Chairperson of this Drainage Board (the “Chairperson”) presented an estimate of the aggregate cost of the Phase II Project in the amount of \$14,000,000; and

WHEREAS, the Evergreen-Farmington Sanitary Drain Drainage District (the “Drainage District”) proposes to sell bonds in one or more series to defray the cost of all or part of the Phase II Project; and

WHEREAS, the Chairperson has prepared in accordance with the provisions of Chapter 20 of the Drain Code and presented to the Drainage Board a special assessment roll, designated herein as Special Assessment Roll No. 2-A for the Evergreen-Farmington Sanitary Drain, assessing \$14,000,000 of the cost of the Phase II Project against the foregoing public corporations in accordance with the Final Order of Apportionment, and may prepare a subsequent special assessment roll assessing any remaining cost of the Phase II Project against the foregoing public corporations in accordance with the Final Order of Apportionment once actual costs of the Phase II Project are determined, if such actual costs change from those presented herein, in accordance with and subject to the parameters provided by this resolution; and

WHEREAS, one or more series of said bonds may be sold in a negotiated sale to the Authority in order to enable the Authority to provide assistance with respect to the Phase II Project from the SRF Program.

BE IT RESOLVED BY THE DRAINAGE BOARD FOR THE EVERGREEN-FARMINGTON SANITARY DRAIN, as follows:

1. APPROVAL OF SPECIAL ASSESSMENT ROLL. Special Assessment Roll No. 2-A for the Evergreen-Farmington Sanitary Drain (“Roll No. 2-A”), upon which special assessment roll are spread assessments against the City of Auburn Hills, the Village of Beverly Hills, the Village of Bingham Farms, the City of Birmingham, the Charter Township of Bloomfield, the City of Bloomfield Hills, the City of Farmington, the City of Farmington Hills, the Village of Franklin, the City of Keego Harbor, the City of Lathrup Village, the City of Orchard Lake Village, the City of Southfield, the City of Troy and the Charter Township of West Bloomfield (the “Communities”), aggregating the principal sum of \$14,000,000, is approved and ordered filed with the Chairperson. The aggregate amount assessed and the amount assessed against each public corporation shall be adjusted as provided in Section 3, and an additional roll

designated Special Assessment Roll No. 2-B for the Evergreen-Farmington Sanitary Drain (“Roll No. 2-B”; and Roll No. 2-A and Roll No. 2-B each referred to herein as a “Roll” and collectively as the “Rolls”) may be prepared, if necessary, at the time the Phase II Project or any portion of the Phase II Project financed with a series of bonds sold to the Authority through the SRF Program is completed and administratively closed out by the Authority and the Michigan Department of Environment, Great Lakes, and Energy (“EGLE”); provided, however, that any additional roll prepared pursuant to this subsection shall spread assessments against all of the Communities as provided herein.

2. (a) at the time bonds are sold, in accordance with this resolution and as provided in one or more orders of the Chairperson of the Drainage Board, each order corresponding to a series of bonds issued pursuant to this resolution (any such orders referred to collectively herein as the “Supplemental Order”) and (b) in connection with bonds sold to the Authority through the SRF Program, at the time the Phase II Project or any portion of the Phase II Project financed with a series of bonds sold to the Authority through the SRF Program is completed and administratively closed out by the Authority and the Michigan Department of Environment, Great Lakes, and Energy (“EGLE”); provided, however, that any additional roll prepared pursuant to this subsection, subject to any prepayments as provided in Section 2, shall spread assessments against all of the Communities as provided herein.

3. SUPPLEMENTAL ORDERS. The amounts assessed against each public corporation pursuant to Roll No. 2-A and, if applicable, Roll No. 2-B, that are not prepaid shall be divided into annual installments by the Chairperson on behalf of the Drainage Board at the time the bonds issued pursuant to this resolution are sold in an order (such order referred to herein as the “Supplemental Order”) and the aggregate annual installments shall be in amounts not exceeding the annual principal maturities of the bonds by the Drainage District. Any Supplemental Order prepared pursuant to this resolution shall spread assessments against all of the Communities as provided herein.

4. STATEMENT OF APPROVAL OF SPECIAL ASSESSMENT ROLL. The Chairperson shall execute the statement affixed to each Roll setting forth the date of such approval.

5. INSTALLMENTS AND INTEREST. The annual installments of the assessments against the public corporations, as shall be set forth in the Supplemental Order of the Chairperson, unless prepaid prior thereto as provided herein, shall become due each year on the date indicated in the Supplemental Order, and the amounts of the assessments from time to time unpaid shall bear interest, from the date set forth in the Supplemental Order until paid, which is sufficient to pay the interest on the bonds to be issued by the Drainage District which interest shall be payable annually as set forth in the Supplemental Order. Prepayments of assessments against public corporations corresponding to Roll No. 2-A, as they may be adjusted pursuant to a Supplemental Order corresponding to Roll No. 2-B, if applicable, shall be prepaid on or before July 21, 2025.

6. PREPAYMENT OF INSTALLMENTS. Any of the public corporations that have not prepaid its assessment in full on or before July 21, 2025, as provided in Paragraph 5 herein, may pay in advance of maturity all or any part of an annual installment only at such time, in such manner and in such amount as would allow the Drainage District to redeem a like amount of Bonds together with the interest thereon paid by the public corporation to the date of redemption.

7. CERTIFICATION TO ASSESSED PUBLIC CORPORATIONS. The Chairperson of the Drainage Board, within 10 days of the date hereof, shall certify to each public corporation assessed the amount of the total assessment against it and within 10 days of the date of a Supplemental Order shall certify to each public corporation the amount of the adjusted assessment, if any, the amounts of the various installments, the due date of each installment and the interest upon the assessment from time to time unpaid. Also, each year as provided by law, the Chairperson shall notify each public corporation assessed of the amount of the installment and interest next becoming due.

8. DETERMINATION OF NECESSITY. The Phase II Project is necessary for the public health and in order to defray the cost thereof it is necessary to issue bonds as hereinafter provided.

9. AUTHORIZATION OF BONDS – PURPOSE. Bonds of the Drainage District aggregating the principal sum of not to exceed Fourteen Million Dollars (\$14,000,000) (the “Bonds”), as determined by the Chairperson at the time of sale, shall be issued and sold in one or more series pursuant to the provisions of the Drain Code and other applicable statutory provisions, for the purpose of defraying the cost of acquiring and constructing all or part of the Phase II Project.

10. BOND DETAILS. The Bonds shall be designated “Evergreen-Farmington Sanitary Drain Bonds, Series 2025;” with such other designations, including, without limitation, designations for multiple series, as determined by the Chairperson; *provided that*, if any series of the Bonds are not issued in calendar year 2025, the Chairperson may re-designate such series of Bonds to reflect the year in which such series of Bonds are issued; shall be dated as of such date as shall be approved by the Chairperson at the time of sale; shall be numbered from 1 upwards; and shall be fully registered. The Bonds shall be sold to the Authority through the SRF Program and each series of Bonds shall be in the form of a single bond in the denomination of the aggregate principal amount of such series of Bonds, with an exhibit attached thereto which identifies the annual maturities for such series of Bonds, and the references herein to a series of “SRF Bonds” shall mean that single bond registered in the name of the Authority; shall bear interest at a rate expected to be 2.50% per annum, and in any event not to exceed 2.75% per annum, pursuant to the terms of the SRF Program and as approved by the Chairperson at the time of sale, from the date of delivery of the various principal installments as hereinafter described, payable on such dates as shall be determined by the Chairperson at the time of sale, and shall mature on such dates and in such years as shall be determined by the Chairperson at the time of sale. Any series of SRF Bonds is expected to be delivered to the Authority as the initial purchaser thereof in installments equal to the amounts advanced from time to time by the Authority to the Drainage District pursuant to the Purchase Contract and the Supplemental Agreement (each as hereinafter defined) corresponding to that series of SRF Bonds.

11. PAYMENT OF PRINCIPAL AND INTEREST. The principal of and interest on the Bonds shall be payable in lawful money of the United States. So long as SRF Bonds are

registered in the name of the Authority, the SRF Bonds shall be payable as to principal, redemption premium, if any, and interest at such bank or trust company or other place as shall be designated in writing to the Drainage District by the Authority (the "Authority's Depository"). So long as the Authority is the owner of SRF Bonds, the Drainage District agrees that it will deposit with the Authority's Depository payments of the principal of, premium, if any, and interest on the SRF Bonds in immediately available funds at least five business days prior to the date on which any such payment is due, whether by maturity, redemption or otherwise. If SRF Bonds are not registered in the name of the Authority, the principal of and premium, if any, on the SRF Bonds shall be payable upon surrender thereof at the office of the bond registrar and paying agent and the interest shall be payable by check, draft, electronic transfer or other means determined by the bond registrar and paying agent to the registered owner of the SRF Bonds at the address appearing on the registration books of the Drainage District kept by the bond registrar and paying agent as of the 15th day of the month preceding the month in which an interest payment is due.

12. PRIOR REDEMPTION. The Bonds shall be subject to redemption prior to maturity upon the terms and conditions set forth in the forms of bonds contained in Section 16 hereof.

13. BOND REGISTRAR AND PAYING AGENT. The Chairperson shall designate, and may enter into an agreement with, a bond registrar and paying agent for the Bonds which shall be an officer of the Drainage District or a bank or trust company located in the State of Michigan which is qualified to act in such capacity under the laws of the United States of America or the State of Michigan. The Chairperson from time to time as required may designate a similarly qualified successor bond registrar and paying agent.

14. EXECUTION, AUTHENTICATION AND DELIVERY OF BONDS. The Bonds shall be executed in the name of the Drainage District by the manual or facsimile signatures of the Chairperson and at least one other member of the Drainage Board and authenticated by the manual signature of an authorized representative of the bond registrar and paying agent. After the Bonds

have been executed and authenticated for delivery to the original purchaser thereof, they shall be delivered by the Chairperson to the purchaser upon receipt of the purchase price. Additional Bonds bearing the facsimile signatures of the Chairperson and at least one other member of the Drainage Board may be delivered to the bond registrar and paying agent for authentication and delivery in connection with the exchange or transfer of Bonds. The bond registrar and paying agent shall indicate on each Bond the date of its authentication.

15. EXCHANGE AND TRANSFER OF BONDS. Any Bond, upon surrender thereof to the bond registrar and paying agent with a written instrument of transfer satisfactory to the bond registrar and paying agent duly executed by the registered owner or his duly authorized attorney, at the option of the registered owner thereof, may be exchanged for Bonds of any other authorized denominations of the same aggregate principal amount and maturity date and bearing the same rate of interest as the surrendered Bond.

Each Bond shall be transferable only upon the books of the Drainage District, which shall be kept for that purpose by the bond registrar and paying agent, upon surrender of such Bond together with a written instrument of transfer satisfactory to the bond registrar and paying agent duly executed by the registered owner or his duly authorized attorney.

Upon the exchange or transfer of any Bond, the bond registrar and paying agent on behalf of the Drainage District shall cancel the surrendered Bond and shall authenticate and deliver to the transferee a new Bond or Bonds of any authorized denomination of the same aggregate principal amount and maturity date and bearing the same rate of interest as the surrendered Bond. If, at the time the bond registrar and paying agent authenticates and delivers a new Bond pursuant to this section, payment of interest on the Bonds is in default, the bond registrar and paying agent shall endorse upon the new Bond the following: "Payment of interest on this bond is in default. The last date to which interest has been paid is _____, ____."

The Drainage District and the bond registrar and paying agent may deem and treat the person in whose name any Bond shall be registered upon the books of the Drainage District as the absolute owner of such Bond, whether such Bond shall be overdue or not, for the purpose of

receiving payment of the principal of and interest on such Bond and for all other purposes, and all payments made to any such registered owner, or upon his order, in accordance with the provisions of this resolution shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid, and neither the Drainage District nor the bond registrar and paying agent shall be affected by any notice to the contrary. The Drainage District agrees to indemnify and save the bond registrar and paying agent harmless from and against any and all loss, cost, charge, expense, judgment or liability incurred by it, acting in good faith and without negligence hereunder, in so treating such registered owner.

For every exchange or transfer of Bonds, the Drainage District or the bond registrar and paying agent may make a charge sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to such exchange or transfer, which sum or sums shall be paid by the person requesting such exchange or transfer as a condition precedent to the exercise of the privilege of making such exchange or transfer.

16. FORM OF BONDS. The Bonds shall be in substantially the following form, with such adjustments as may be necessary to sell the Bonds through the SRF Program, as shall be determined by the Chairperson at the time of sale of the Bonds:

FORM OF BOND

**UNITED STATES OF AMERICA
STATE OF MICHIGAN
COUNTY OF OAKLAND
EVERGREEN-FARMINGTON SANITARY DRAIN DRAINAGE DISTRICT
EVERGREEN-FARMINGTON SANITARY DRAIN BOND, SERIES 2025[]**

INTEREST RATE

MATURITY DATE

DATE OF ORIGINAL ISSUE

Registered Owner: Michigan Finance Authority

Principal Amount:

The Evergreen-Farmington Sanitary Drain Drainage District (the "Drainage District"), County of Oakland, State of Michigan, acknowledges itself indebted to and for value received hereby promises to pay to the Registered Owner identified above, or registered assigns, the Principal Amount set forth above or so much thereof as shall have been advanced to the Drainage District pursuant to a Purchase Contract between the Drainage District and the Michigan Finance Authority (the "Authority") and a Supplemental Agreement by and among the Drainage District, the Authority and the State of Michigan acting through the Department of Environment, Great Lakes, and Energy on the maturity dates and in the amounts set forth on Exhibit A attached hereto unless redeemed prior thereto as hereinafter provided, the final payment being made upon presentation and surrender of this bond at _____, in _____, Michigan, the bond registrar and paying agent, or at such successor bond registrar and paying agent as may be designated pursuant to the Resolution identified below; and to pay to the Registered Owner, as shown on the registration books at the close of business on the 15th day of the calendar month preceding the month in which an interest payment is due, by check, draft, electronic transfer or other means determined by the bond registrar and paying agent, interest at the rate per annum specified above on such Principal Amount, to the extent advanced to the Drainage District pursuant to the Purchase Contract and the Supplemental Agreement until the Drainage District's obligation with respect to the payment of such Principal Amount is discharged. Interest is payable on the first days of _____ and _____ in each year, commencing on _____ 1, 20___. Principal and interest are payable in lawful money of the United States of America.

In the event of a default in the payment of principal or interest hereon when due, whether at maturity, by redemption or otherwise, the amount of such default shall bear interest (the "additional interest") at a rate equal to the rate of interest that is two percent above the Authority's cost of providing funds (as determined by the Authority) to make payment on the bonds of the Authority issued to provide funds to purchase this bond but in no event in excess of the maximum

rate of interest permitted by law. The additional interest shall continue to accrue until the Authority has been fully reimbursed for all costs incurred by the Authority (as determined by the Authority) as a consequence of the Drainage District's default. Such additional interest shall be payable on the interest payment date following demand of the Authority. In the event that (for reasons other than the default in the payment of any municipal obligation purchased by the Authority) the investment of amounts in the reserve account established by the Authority for the bonds of the Authority issued to provide funds to purchase this bond fails to provide sufficient available funds (together with any other funds that may be made available for such purpose) to pay the interest on outstanding bonds of the Authority issued to fund such account, the Drainage District shall and hereby agrees to pay on demand only the Drainage District's pro rata share (as determined by the Authority) of such deficiency as additional interest on this bond.

During the time funds are being drawn down by the Drainage District under this bond, the Authority will periodically provide the Drainage District a statement showing the amount of principal that has been advanced and the date of each advance, which statement shall constitute prima facie evidence of the reported information; provided that no failure on the part of the Authority to provide such a statement or to reflect a disbursement or the correct amount of a disbursement shall relieve the Drainage District of its obligation to repay the outstanding principal amount actually advanced, all accrued interest thereon, and any other amount payable with respect thereto in accordance with the terms of this bond.

This bond is one of a series of bonds aggregating the principal sum of _____ Dollars (\$_____) issued by the Drainage District under and pursuant to and in full conformity with the Constitution and Statutes of Michigan (especially Act 40, Public Acts of 1956, as amended) and a bond authorizing resolution adopted by the Drainage Board for the Drainage District (the "Resolution") for the purpose of defraying part of the cost of locating, establishing and constructing improvements to the Evergreen-Farmington Sanitary Drain. The bonds of this series are issued in anticipation of the collection of an equal amount of installments of a special assessment assessed against the City of Auburn Hills, the Village of Beverly Hills, the Village of Bingham Farms, the City of Birmingham, the Charter Township of Bloomfield, the City of Bloomfield Hills, the City of Farmington, the City of Farmington Hills, the Village of Franklin, the City of Keego Harbor, the City of Lathrup Village, the City of Orchard Lake Village, the City of Southfield, the City of Troy and the Charter Township of West Bloomfield on a special assessment roll for the Evergreen-Farmington Sanitary Drain, which assessments are the general obligations of said public corporations, and a Supplemental Order of the Chairperson. The full faith and credit of the Drainage District have been pledged for the prompt payment of the principal of and interest on this bond as the same become due and, in addition, the full faith and credit of the County of Oakland have been pledged therefor. Taxes imposed by said public corporations and the County of Oakland are subject to constitutional tax rate limitations.

This bond is transferable, as provided in the Resolution, only upon the books of the Drainage District kept for that purpose by the bond registrar and paying agent, upon the surrender of this bond together with a written instrument of transfer satisfactory to the bond registrar and paying agent duly executed by the Registered Owner or his attorney duly authorized in writing. Upon the exchange or transfer of this bond a new bond or bonds of any authorized denomination, in the same aggregate principal amount and of the same interest rate and maturity, shall be

authenticated and delivered to the transferee in exchange therefor as provided in the Resolution, and upon payment of the charges, if any, therein provided. Bonds so authenticated and delivered shall be in the denomination of \$5,000 or any integral multiple thereof not exceeding the aggregate principal amount for each maturity.

The bond registrar and paying agent shall not be required to transfer or exchange bonds or portions of bonds that have been selected for redemption.

This bond is subject to redemption prior to maturity at the option of the Drainage District and with the prior written consent of the Authority and on such terms as may be required by the Authority, in such order as shall be determined by the Drainage District, on any one or more interest payment dates. This bond may be partially redeemed in the amount of \$5,000 or any integral multiple thereof. If less than the entire principal amount of the bond maturing in any year is to be redeemed, the portion of the bond to be redeemed shall be selected by lot. The redemption price shall be the par value of the bond or portion of the bond called to be redeemed plus interest to the date fixed for redemption.

Not less than thirty days' notice of redemption shall be given to the holder of the bond called to be redeemed by mail to the registered holder at the registered address. That portion of the bond called for redemption shall not bear interest after the date fixed for redemption, provided funds are on hand with the bond registrar and paying agent to redeem the same.

Notwithstanding any other provision of this bond, so long as the Authority is the owner of this bond, (a) this bond is payable as to principal, premium, if any, and interest at U.S. Bank Trust Company, National Association, or at such other place as shall be designated in writing to the Drainage District by the Authority (the "Authority's Depository"); (b) the Drainage District agrees that it will deposit with the Authority's Depository payments of the principal of, premium, if any, and interest on this bond in immediately available funds by 12:00 noon at least five business days prior to the date on which any such payment is due whether by maturity, redemption or otherwise; in the event that the Authority's Depository has not received the Drainage District's deposit by 12:00 noon on the scheduled day, the Drainage District shall immediately pay to the Authority as invoiced by the Authority an amount to recover the Authority's administrative costs and lost investment earnings attributable to that late payment; and (c) written notice of any redemption of this bond shall be given by the Drainage District and received by the Authority's Depository at least 40 days prior to the date on which such redemption is to be made.

It is hereby certified, recited and declared that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of the bonds of this series, existed, have happened and have been performed in due time, form and manner as required by law, and that the total indebtedness of said Drainage District, including the series of bonds of which this bond is one, does not exceed any constitutional or statutory limitation.

IN WITNESS WHEREOF, the Evergreen-Farmington Sanitary Drain Drainage District, County of Oakland, State of Michigan, by its Drainage Board, has caused this bond to be executed in its name by the manual or facsimile signatures of the Chairperson and Secretary of the Drainage Board. This bond shall not be valid unless the Certificate of Authentication has been manually executed by an authorized representative of the bond registrar and paying agent.

EVERGREEN-FARMINGTON SANITARY
DRAIN DRAINAGE DISTRICT

Chairperson of the Drainage Board

Secretary of the Drainage Board

CERTIFICATE OF AUTHENTICATION

This bond is one of the bonds described in the within mentioned Resolution.

Bond Registrar and Paying Agent

By: _____
Authorized Representative

AUTHENTICATION DATE:

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto

(please print or type name, address and taxpayer identification number of transferee) the within
bond and all rights thereunder and hereby irrevocably constitutes and appoints

attorney to transfer the within bond on the books kept for registration thereof, with full power of
substitution in the premises.

Dated: _____

Signature Guaranteed: _____

Signature(s) must be guaranteed by an eligible guarantor institution participating in a Securities Transfer Association recognized signature guarantee program.

EXHIBIT A

Based on the schedule provided below unless revised as provided in this paragraph, repayment of principal of this bond shall be made until the full amount advanced to the Drainage District is repaid. In the event the Order of Approval issued by the Department of Environment, Great Lakes, and Energy (the "Order") approves a principal amount of assistance less than the amount of this bond delivered to the Authority, the Authority shall only disburse principal up to the amount stated in the Order. In the event (1) that the payment schedule approved by the Drainage District and described below provides for payment of a total principal amount greater than the amount of assistance approved by the Order, (2) that less than the principal amount of assistance approved by the Order is disbursed to the Drainage District by the Authority or (3) that any portion of the principal amount of assistance approved by the Order and disbursed to the Drainage District is prepaid or forgiven, the Authority shall prepare a new payment schedule which shall be effective upon receipt by the Drainage District.

MATURITY DATE

[] 1

PRINCIPAL AMOUNT

END OF BOND FORM

17. SECURITY. The Bonds shall be issued in anticipation of, and are payable primarily from, the collection of the several installments of special assessments against the public corporations assessed on the applicable Roll and any Supplemental Order of the Chairperson. The full faith and credit of the Drainage District are pledged for the payment of the principal of and interest on the Bonds as the same become due, and, in addition, the full faith and credit of the County of Oakland have been pledged therefor by a two-thirds vote of the members elect of the Board of Commissioners of the County of Oakland.

18. DEFEASANCE. In the event cash or direct obligations of the United States or obligations the principal of and interest on which are guaranteed by the United States, or a combination thereof, the principal of and interest on which, without reinvestment, come due at times and in amounts sufficient to pay, at maturity or irrevocable call for earlier optional redemption, the principal of, premium if any, and interest on the Bonds or any portion of the Bonds, shall have been deposited in trust, this resolution shall be defeased with respect to such Bonds and the owners of the Bonds shall have no further rights under this resolution except to receive payment of the principal of, premium if any, and interest on the Bonds from the cash or securities deposited in trust and the interest and gains thereon and to transfer and exchange Bonds as provided herein.

19. ESTIMATES OF PERIOD OF USEFULNESS AND COST. The estimated period of usefulness of the Phase II Project is determined to be twenty (20) years and upwards. The estimated cost of the Phase II Project (\$14,000,000), as submitted to this Drainage Board and attached as Exhibit A, is approved and adopted.

20. PRINCIPAL AND INTEREST FUND. There shall be established for the Bonds a Principal and Interest Fund that shall be kept in a separate bank account. From the proceeds of the sale of the Bonds there shall be set aside in the Principal and Interest Fund any premium and accrued interest received from the purchaser of the Bonds at the time of delivery of the same. An amount equal to the interest due on the Bonds which may be capitalized, if any, shall also be placed in the Principal and Interest Fund and shall be used solely to pay the principal of and interest on

the Bonds authorized herein. The Chairperson is authorized to determine what amounts of interest shall be capitalized. All collections of installments of the assessments against the public corporations assessed (including principal and interest) on a Roll (and not prepaid) and the Supplemental Order of the Chairperson shall be placed in the Principal and Interest Fund and shall be used solely to pay the principal of and interest on the Bonds authorized herein.

21. CONSTRUCTION FUND. The remainder of the proceeds of the sale of the Bonds, together with the special assessments that have been prepaid as provided in Paragraphs 4 and 5, shall be set aside in a construction fund and used to pay the expenses of the issuance of the Bonds and the costs of acquiring and constructing the Phase II Project, including any engineering, legal and other expenses incidental thereto. Any unexpended balance of the proceeds of the sale of the Bonds remaining after completion of the construction of the Phase II Project shall be used as provided in Section 497 of the Drain Code.

22. APPROVAL OF MICHIGAN DEPARTMENT OF TREASURY. The issuance and sale of the Bonds are subject to permission being granted therefor by the Department of Treasury of the State of Michigan under Act 34, Public Acts of 2001, as amended, and the Chairperson is hereby authorized and directed, if necessary, to make application to the Department of Treasury for permission to issue and sell the Bonds as provided by the terms of this resolution.

23. SALE, ISSUANCE, DELIVERY, TRANSFER AND EXCHANGE OF BONDS. The Bonds shall be sold at a private, negotiated sale to the Authority, and the Drainage Board hereby determines that such negotiated sale is in the best interests of the Drainage District and is the most cost effective and efficient way to sell the Bonds. The sale of any series of SRF Bonds shall be made pursuant to the terms and conditions to be set forth in a Purchase Contract (the "Purchase Contract") and a Supplemental Agreement (the "Supplemental Agreement") and the Chairperson is authorized to determine the principal amount of such series of SRF Bonds to be sold and to execute and deliver the Purchase Contract and the Supplemental Agreement in such forms as shall be approved by the Chairperson by order executed at the time of sale. In addition, the Chairperson and any member of the Drainage Board are each authorized to execute and deliver

to the Authority such certificates or documents as the Authority or bond counsel shall require and to do all other things necessary to effectuate the sale, issuance, delivery, transfer and exchange of such SRF Bonds in accordance with the provisions of this resolution.

Approval by the Drainage District of the matters delegated in this Section 22 or any other sections may be evidenced by execution of an Order by the Chairperson or the execution or approval of such documents by the Chairperson. The Chairperson, together with the Oakland County Treasurer (the Treasurer for the Drainage District), or any one of them, are authorized to execute any documents or certificates necessary to complete the transaction, including, but not limited to, any certificates, receipts, orders, agreements, instruments, security reports, a blanket letter of representations, and any certificates relating to federal or state securities laws, rules or regulations.

24. REPLACEMENT OF BONDS. Upon receipt by the Chairperson of the Drainage Board of proof of ownership of an unmatured Bond, of satisfactory evidence that the Bond has been lost, apparently destroyed or wrongfully taken and of security or indemnity that complies with applicable law and is satisfactory to the Chairperson, the Chairperson may authorize the bond registrar and paying agent to deliver a new executed Bond to replace the Bond lost, apparently destroyed or wrongfully taken in compliance with applicable law. In the event an outstanding matured Bond is lost, apparently destroyed or wrongfully taken, the Chairperson may authorize the bond registrar and paying agent to pay the Bond without presentation upon the receipt of the same documentation required for the delivery of a replacement Bond. The bond registrar and paying agent, for each new Bond delivered or paid without presentation as provided above, shall require the payment of expenses, including counsel fees, which may be incurred by the bond registrar and paying agent and the Drainage District in the premises. Any Bond delivered pursuant to the provisions of this Section 24 in lieu of any bond lost, apparently destroyed or wrongfully taken shall be of the same form and tenor and be secured in the same manner as the Bond in substitution for which such Bond was delivered.

25. TAX COVENANT. The Drainage District covenants to comply with all requirements of the Internal Revenue Code of 1986, as amended, necessary to assure that the interest on the Bonds will be and will remain excludable from gross income for federal income tax purposes. The Chairperson is authorized to do all things necessary to assure that the interest on the Bonds will be and will remain excludable from gross income for federal income tax purposes.

26. REDUCTION IN PRINCIPAL AMOUNT OF BOND ISSUE. If the Chairperson shall determine that it is not necessary to sell any series of the Bonds in the amount of \$14,000,000 because of prepayments of special assessments, a reduction on the computation of costs, or otherwise, the Chairperson may by order reduce the principal amount of such series of Bonds to be sold to the amount deemed necessary so long as the proceeds of the sale of the Bonds will be sufficient to pay all of the costs of the portion of the Phase II Project intended to be financed by such series of Bonds. In the event the principal amount of any series of Bonds is reduced pursuant to this section, the Chairperson shall reduce the amount of such series of Bonds maturing in any one or more years as necessary and may enter an Order amending the annual installments of the special assessments due on the corresponding Roll.

27. AMENDMENT TO ROLL. Any Roll may be prepared in part based on estimates of the costs of the Phase II Project. In addition to other supplements, amendments or revisions authorized by this resolution, upon receipt of the final costs of the Phase II Project, the Chairperson is authorized to amend any Roll to reduce the amount of the assessments and the annual installments of the special assessments due on such Roll based on the final costs of the Phase II Project; provided, however, the amount of such special assessments and annual installments shall not be less than the amount of principal outstanding on any Bonds corresponding to such Roll and issued pursuant to this resolution.

28. AMENDMENTS AND SUPPLEMENTAL RESOLUTIONS. The Drainage Board may from time to time adopt such amendments to this resolution as are necessary for the

issuance of the Bonds. In addition, the Drainage Board may adopt such supplemental resolutions as are necessary for the issuance of any series of Bonds authorized pursuant to this resolution.

29. CONFLICTING RESOLUTIONS. All resolutions and parts of resolutions insofar as they may be in conflict herewith are hereby rescinded.

YEAS: 3

NAYS: 0

RESOLUTION DECLARED ADOPTED.

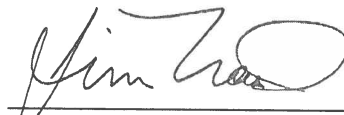
EXHIBIT A
ESTIMATE OF COST
EVERGREEN-FARMINGTON SANITARY DRAIN BONDS

Legal/Financial Services	\$ 23,900.00
Bond Counsel Fee	\$ 45,500.00
<u>Engineering, Construction, Administrative and Other Costs</u>	<u>\$13,138,147.17</u>
<u>Subtotal Prior Contingency</u>	<u>\$13,207,547.17</u>
<u>Plus Contingency 6% (Rounded)</u>	<u>\$ 792,452.83</u>
Total Phase II Project Cost	\$14,000,000.00
Size of Bond Issue	\$14,000,000.00

STATE OF MICHIGAN)
)ss
COUNTY OF OAKLAND)

I hereby certify that the foregoing is a true and complete copy of a resolution adopted at a meeting of the Drainage Board for the Evergreen-Farmington Sanitary Drain, Oakland County, Michigan, held on April 22, 2025, the original of which resolution is on file in the office of the Oakland County Water Resources Commissioner and is available to the public.

I further certify that notice of the meeting was given in accordance with the Open Meetings Act.



Chairperson of the Drainage Board

**SPECIAL ASSESSMENT ROLL NO. 2-A
FOR THE
EVERGREEN-FARMINGTON SANITARY DRAIN
(An Intra-County Drain Project in the County of Oakland, Michigan)**

Project: To construct improvements to the Evergreen-Farmington Sanitary Drain – Phase II
Total Estimated Cost: \$14,000,000
Total Amount to be Assessed: \$14,000,000

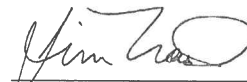
Public Corporations	Percentage of Apportionment	Total Assessment	Amount of Prepaid Assessments Payment Due 21-July-2025	Amount of Assessment to be Paid in Installments	Percentage of Bond Issue
City of Auburn Hills	0.46%	\$ 64,400	\$-0-	\$ 64,400	0.46%
Village of Beverly Hills	5.75%	805,000	\$-0-	805,000	5.75%
Village of Bingham Farms	0.69%	96,600	\$-0-	96,600	0.69%
City of Birmingham	0.11%	15,400	\$-0-	15,400	0.11%
Charter Township of Bloomfield	9.54%	1,335,600	\$-0-	1,335,600	9.54%
City of Bloomfield Hills	1.44%	201,600	\$-0-	201,600	1.44%
City of Farmington	0.34%	47,600	\$-0-	47,600	0.34%
City of Farmington Hills	28.29%	3,960,600	\$-0-	3,960,600	28.29%
Village of Franklin	0.21%	29,400	\$-0-	29,400	0.21%
City of Keego Harbor	0.32%	44,800	\$-0-	44,800	0.32%
City of Lathrup Village	3.06%	428,400	\$-0-	428,400	3.06%
City of Orchard Lake Village	0.37%	51,800	\$-0-	51,800	0.37%
City of Southfield	38.17%	5,343,800	\$-0-	5,343,800	38.17%
City of Troy	3.15%	441,000	\$-0-	441,000	3.15%
Charter Township of West Bloomfield	8.10%	1,134,000	\$-0-	1,134,000	8.10%
Total	100.00%	\$14,000,000	\$-0-	\$14,000,000	100.00%

The amounts assessed against the City of Auburn Hills, the Village of Beverly Hills, the Village of Bingham Farms, the City of Birmingham, the Charter Township of Bloomfield, the City of Bloomfield Hills, the City of Farmington, the City of Farmington Hills, the Village of Franklin, the City of Keego Harbor, the City of Lathrup Village, the City of Orchard Lake Village, the City of Southfield, the City of Troy and the Charter Township of West Bloomfield which are not prepaid shall be payable in installments as follows:

See attached.

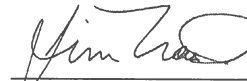
Interest on unpaid installments to begin on August 28, 2025, and installments shall be payable October 1, 2028, and annually thereafter at a rate that will provide amounts sufficient to pay the interest when due on all series of the Evergreen-Farmington Sanitary Drain Drainage District's Drain Bonds, Series 2025 to be issued by the Drainage District.

The foregoing special assessment roll was approved by the Drainage Board for the Evergreen-Farmington Sanitary Drain on April 22, 2025.



Chairperson, Drainage Board

I hereby certify that the foregoing special assessment roll was prepared in accordance with the directions of the Drainage Board for the Evergreen-Farmington Sanitary Drain and the statutory provisions applicable thereto.



Chairperson, Drainage Board

**EVERGREEN-FARMINGTON SANITARY DRAIN
EVERGREEN-FARMINGTON SANITARY DRAIN DRAINAGE DISTRICT
DRAIN BONDS, SERIES 2025**

SEE ATTACHED SCHEDULE

EVERGREEN-FARMINGTON SANITARY DRAIN
Installment Payments for Special Assessment Roll No. 2-A

[Attached]

Evergreen-Farmington Sanitary Drain Drainage District
County of Oakland, State of Michigan
CWSRF 5872-01
Installment Payments for Special Assessment Roll No. 2-A - Original Bond Amount

Public Corporations	Total Installments	City of Auburn Hills	Village of Beverly Hills	Village of Bingham Farms	City of Birmingham	Charter Township of Bloomfield	City of Bloomfield Hills	City of Farmington	City of Farmington Hills	Village of Franklin	City of Keego Harbor	City of Lahtrap Village	City of Orchard Lake Village	City of Southfield ¹	City of Troy	Charter Township of West Bloomfield
Apportionment	100%	0.46%	5.75%	0.69%	0.11%	9.54%	1.44%	0.34%	28.29%	0.21%	0.32%	3.06%	0.57%	38.17%	3.15%	8.10%
Installments Due																
10/01/2028	\$ 545,000	\$ 2,507	\$ 31,332	\$ 3,755	\$ 594	\$ 51,993	\$ 7,848	\$ 1,853	\$ 154,175	\$ 1,139	\$ 1,744	\$ 16,677	\$ 2,011	\$ 208,065	\$ 17,162	\$ 44,145
10/01/2029	\$ 560,000	2,576	32,200	3,864	616	53,424	8,064	1,904	158,424	1,176	1,792	17,136	2,072	213,752	17,640	45,360
10/01/2030	\$ 575,000	2,645	33,063	3,968	633	54,855	8,280	1,955	162,668	1,208	1,840	17,595	2,128	219,474	18,113	46,575
10/01/2031	\$ 590,000	2,714	33,925	4,071	649	56,286	8,496	2,006	166,911	1,239	1,888	18,054	2,183	225,203	18,585	47,790
10/01/2032	\$ 605,000	2,783	34,788	4,175	666	57,717	8,712	2,057	171,155	1,271	1,936	18,513	2,239	230,925	19,058	49,005
10/01/2033	\$ 620,000	2,852	35,650	4,278	682	59,148	8,928	2,108	175,398	1,302	1,984	18,972	2,294	236,654	19,530	50,220
10/01/2034	\$ 635,000	2,921	36,513	4,382	699	60,579	9,144	2,159	179,642	1,334	2,032	19,431	2,350	242,376	20,003	51,435
10/01/2035	\$ 650,000	2,990	37,375	4,485	715	62,010	9,360	2,210	183,885	1,365	2,080	19,890	2,405	248,105	20,475	52,650
10/01/2036	\$ 665,000	3,059	38,238	4,589	732	63,441	9,576	2,261	188,129	1,397	2,128	20,349	2,461	253,827	20,948	53,865
10/01/2037	\$ 685,000	3,151	39,388	4,727	754	65,349	9,864	2,329	193,787	1,439	2,192	20,961	2,535	261,461	21,578	55,485
10/01/2038	\$ 700,000	3,220	40,250	4,830	770	66,780	10,080	2,380	198,030	1,470	2,240	21,430	2,590	267,190	22,050	56,700
10/01/2039	\$ 720,000	3,312	41,400	4,968	792	68,688	10,368	2,448	203,688	1,512	2,304	22,032	2,664	274,824	22,680	58,320
10/01/2040	\$ 740,000	3,404	42,550	5,106	814	70,596	10,656	2,516	209,346	1,554	2,368	22,644	2,738	282,458	23,310	59,940
10/01/2041	\$ 755,000	3,473	43,413	5,210	831	72,027	10,872	2,567	213,590	1,586	2,416	23,103	2,794	288,180	23,783	61,155
10/01/2042	\$ 775,000	3,565	44,363	5,348	853	73,935	11,160	2,635	219,248	1,628	2,480	23,715	2,868	295,814	24,413	62,775
10/01/2043	\$ 795,000	3,657	45,713	5,486	875	75,843	11,448	2,703	224,906	1,670	2,544	24,327	2,942	303,448	25,043	64,395
10/01/2044	\$ 815,000	3,749	46,863	5,624	897	77,751	11,736	2,771	230,564	1,712	2,608	24,939	3,016	311,082	25,673	66,015
10/01/2045	\$ 835,000	3,841	48,013	5,762	919	79,659	12,024	2,839	236,222	1,754	2,672	25,551	3,090	318,716	26,303	67,635
10/01/2046	\$ 855,000	3,933	49,163	5,900	941	81,567	12,312	2,907	241,880	1,796	2,736	26,163	3,164	326,350	26,933	69,255
10/01/2047	\$ 880,000	4,048	50,600	6,072	968	83,952	12,672	2,992	248,952	1,848	2,816	26,928	3,256	335,896	27,720	71,280
	\$ 14,000,000	\$ 64,400	\$ 805,000	\$ 96,600	\$ 15,400	\$ 1,335,600	\$ 201,600	\$ 47,600	\$ 3,960,600	\$ 29,400	\$ 44,800	\$ 428,400	\$ 51,800	\$ 5,343,800	\$ 441,000	\$ 1,134,000

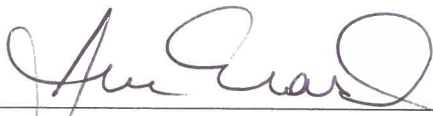
¹ City of Southfield is the balance customer for rounding

ORDER APPROVING SALE OF
EVERGREEN-FARMINGTON SANITARY DRAIN BONDS, SERIES 2025

The following order is entered into by the Chairperson of the Drainage Board for the Evergreen-Farmington Sanitary Drain (the "Board"), pursuant to the authority granted in the resolution adopted by the Board on April 22, 2025 (the "Bond Resolution"), authorizing the issuance of by the Evergreen-Farmington Sanitary Drain Drainage District (the "Drainage District") of its Evergreen-Farmington Sanitary Drain Bonds, Series 2025 (the "Bonds") in the principal amount of not to exceed \$14,000,000 to defray part of the cost of locating, establishing and constructing a second phase of improvements to the Evergreen-Farmington Sanitary Drain (the "Phase II Project"), and further authorizing the Bonds to be sold to the Michigan Finance Authority (the "MFA") in order to enable the MFA to provide assistance with respect to the Phase II Project from the proceeds of the State Revolving Fund. The Phase II Project shall consist of the improvements described in Exhibit B to the Supplemental Agreement dated as of September 5, 2025, among the Drainage District, the MFA and the State of Michigan acting through the Department of Environment, Great Lakes, and Energy.

IT IS HEREBY ORDERED:

1. The Bonds shall be issued in the principal amount of \$9,355,000, shall be dated the date of delivery thereof to the MFA, shall bear interest at the rate of 2.50% per annum, payable on April 1, 2026, and each October 1 and April 1 thereafter, and shall mature on October 1 in the years and principal amounts set forth in attached Exhibit A.
2. The Oakland County Treasurer is hereby designated as the bond registrar and paying agent for the Bonds.
3. The forms of Purchase Contract and Supplemental Agreement submitted to the County by the MFA relating to the Bonds are hereby approved.



Jim Nash, Oakland County Water Resources
Commissioner and Chairperson of the Drainage
Board for the Evergreen-Farmington Sanitary Drain

Dated: August 27, 2025

EXHIBIT A

The principal amounts and maturity dates for the Bonds are as follows:

<u>MATURITY DATE</u> <u>OCTOBER 1</u>	<u>PRINCIPAL AMOUNT</u>
2027	\$365,000
2028	375,000
2029	385,000
2030	395,000
2031	405,000
2032	415,000
2033	425,000
2034	435,000
2035	445,000
2036	455,000
2037	470,000
2038	480,000
2039	490,000
2040	505,000
2041	520,000
2042	530,000
2043	545,000
2044	560,000
2045	570,000
2046	585,000

**SUPPLEMENTAL ORDER NO. 1 RELATING TO
SPECIAL ASSESSMENT ROLL NO. 2-A
FOR THE
EVERGREEN-FARMINGTON SANITARY DRAIN
(An Intra-County Drain Project in the County of Oakland, Michigan)**

Project: To construct improvements to the Evergreen-Farmington
Sanitary Drain – Phase II
Total Estimated Cost: \$14,256,904
Total Amount to be Assessed: \$14,256,904

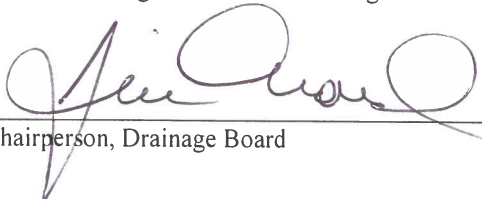
Public Corporations	Percentage of Apportionment	Total Assessment	Amount of Prepaid Assessments Payment Due 21-July-2025	Amount of Assessment to be Paid in Installments	Percentage of Bond Issue
City of Auburn Hills	0.46%	\$ 65,582	\$65,582	\$ -0-	0.000000%
Village of Beverly Hills	5.75%	819,772	\$-0-	819,772	8.758568%
Village of Bingham Farms	0.69%	98,373	\$-0-	98,373	1.051032%
City of Birmingham	0.11%	15,683	\$15,683	-0-	0.000000%
Charter Township of Bloomfield	9.54%	1,360,109	\$-0-	1,360,109	14.531610%
City of Bloomfield Hills	1.44%	205,299	\$205,299	-0-	0.000000%
City of Farmington	0.34%	48,473	\$-0-	48,473	0.517893%
City of Farmington Hills	28.29%	4,033,278	\$4,033,278	-0-	0.000000%
Village of Franklin	0.21%	29,939	\$29,939	-0-	0.000000%
City of Keego Harbor	0.32%	45,622	\$45,622	-0-	0.000000%
City of Lathrup Village	3.06%	436,261	\$-0-	436,261	4.661078%
City of Orchard Lake Village	0.37%	52,751	\$52,751	-0-	0.000000%
City of Southfield	38.17%	5,441,861	\$-0-	5,441,861	58.141665%
City of Troy	3.15%	449,092	\$449,092	-0-	0.000000%
Charter Township of West Bloomfield	8.10%	1,154,809	\$-0-	1,154,809	12.338154%
Total	100.00%	\$14,256,904	\$4,897,246	\$ 9,359,658	100.000000%

The amounts assessed against the foregoing Public Corporations which are not prepaid shall be payable in installments as follows:

See attached.

Interest on unpaid installments to begin on September 5, 2025, and installments shall be payable October 1, 2027, and annually thereafter at a rate that will provide amounts sufficient to pay the interest when due on all series of the Evergreen-Farmington Sanitary Drain Drainage District's Drain Bonds to be issued by the Drainage District.

The foregoing Supplemental Order is hereby entered on August 27, 2025, in accordance with the resolution adopted by the Drainage Board for the Evergreen-Farmington Sanitary Drain on April 22, 2025. I hereby certify that the foregoing special assessment roll was prepared in accordance with the directions of the Drainage Board for the Evergreen-Farmington Sanitary Drain and the statutory provisions applicable thereto.


Chairperson, Drainage Board

EVERGREEN-FARMINGTON SANITARY DRAIN
EVERGREEN-FARMINGTON SANITARY DRAIN DRAINAGE DISTRICT
DRAIN BONDS, SERIES 2025

SEE ATTACHED SCHEDULE

Evergreen-Farmington Sanitary Drain Drainage District
County of Oakland, State of Michigan

Final Drain Assessment Installment Amounts - CWSRF #5872-01
8/11/2025

Public Corporations	Total Installments	City of Auburn Hills	Village of Beverly Hills	Village of Bingham Farms	City of Birmingham	Charter Township of Bloomfield	City of Bloomfield Hills	City of Farmington	City of Farmington Hills	Village of Franklin	City of Keego Harbor	City of Lathrup Village	City of Orchard Lake Village	City of Southfield	City of Troy	Charter Township of West Bloomfield
Bond Apportionment	100.000000%	0.000000%	8.758568%	1.051052%	0.000000%	14.531610%	0.000000%	0.517893%	0.000000%	0.000000%	0.000000%	4.661078%	0.000000%	58.141665%	0.000000%	12.338154%
Installments Due ^{1,2,3}																
10/01/2027	\$ 369,658	\$ -	\$ 32,377	\$ 3,885	\$ -	\$ 53,715	\$ -	\$ 1,914	\$ -	\$ -	\$ -	\$ 17,231	\$ -	\$ 214,927	\$ -	\$ 45,689
10/01/2028	375,000	-	32,845	3,941	-	54,494	-	1,942	-	-	-	17,479	-	218,051	-	46,268
10/01/2029	385,000	-	33,720	4,046	-	55,947	-	1,994	-	-	-	17,945	-	223,846	-	47,502
10/01/2030	395,000	-	34,596	4,152	-	57,400	-	2,046	-	-	-	18,411	-	229,659	-	48,736
10/01/2031	405,000	-	35,472	4,257	-	58,853	-	2,097	-	-	-	18,877	-	235,474	-	49,970
10/01/2032	415,000	-	36,348	4,362	-	60,306	-	2,149	-	-	-	19,343	-	241,289	-	51,203
10/01/2033	425,000	-	37,224	4,467	-	61,759	-	2,201	-	-	-	19,810	-	247,102	-	52,437
10/01/2034	435,000	-	38,100	4,572	-	63,213	-	2,253	-	-	-	20,276	-	252,915	-	53,671
10/01/2035	445,000	-	38,976	4,677	-	64,666	-	2,305	-	-	-	20,742	-	258,729	-	54,905
10/01/2036	455,000	-	39,851	4,782	-	66,119	-	2,356	-	-	-	21,208	-	264,545	-	56,139
10/01/2037	470,000	-	41,165	4,940	-	68,299	-	2,434	-	-	-	21,907	-	273,266	-	57,989
10/01/2038	480,000	-	42,041	5,045	-	69,752	-	2,486	-	-	-	22,373	-	279,080	-	59,223
10/01/2039	490,000	-	42,917	5,150	-	71,205	-	2,538	-	-	-	22,839	-	284,894	-	60,457
10/01/2040	505,000	-	44,231	5,308	-	73,385	-	2,615	-	-	-	23,538	-	293,615	-	62,308
10/01/2041	520,000	-	45,545	5,465	-	75,564	-	2,693	-	-	-	24,238	-	302,337	-	64,158
10/01/2042	530,000	-	46,420	5,570	-	77,018	-	2,745	-	-	-	24,704	-	308,151	-	65,592
10/01/2043	545,000	-	47,734	5,728	-	79,197	-	2,823	-	-	-	25,403	-	316,872	-	67,243
10/01/2044	560,000	-	49,048	5,886	-	81,377	-	2,900	-	-	-	26,102	-	325,593	-	69,094
10/01/2045	570,000	-	49,924	5,991	-	82,830	-	2,952	-	-	-	26,568	-	331,408	-	70,327
10/01/2046	585,000	-	51,238	6,149	-	85,010	-	3,030	-	-	-	27,267	-	340,128	-	72,178
	\$ 9,359,658	\$ -	\$ 819,772	\$ 98,373	\$ -	\$ 1,360,109	\$ -	\$ 48,473	\$ -	\$ -	\$ -	\$ 436,261	\$ -	\$ 5,441,861	\$ -	\$ 1,154,809

1. Installments due have been rounded to the nearest dollar.
2. 2027 is the rounding balance year for each Public Corporation.
3. City of Southfield is the rounding balance Public Corporation for all years.



GRETCHEN WHITMER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF TREASURY
LANSING

RACHAEL EUBANKS
STATE TREASURER

April 07, 2025

Approval

Municipality Code: 637139
Fiscal Year Ended: 9/2024
Report ID Number: 166238

Dear Chief Administrative Officer:

Thank you for submitting a Qualifying Statement for Evergreen-Farmington Sanitary Drain Drainage District to the Michigan Department of Treasury on April 6, 2025. Based upon the information provided in the Qualifying Statement, we have determined that the municipality is in material compliance with the criteria identified in Section 303(3) of Public Act 34 of 2001.

The municipality is now authorized to issue municipal securities under this Act without further approval from Treasury. This authorization will remain in effect for six months plus 30 business days after the end of your next fiscal year, or when Treasury has made a new determination, whichever occurs first.

Within 15 business days after the issuance of a municipal security, you will need to upload with the Department a Treasury Website (Security Report) and the documents required in Michigan Legislature Website (Section 319) of Public Act 34 of 2001.

If you would like to speak with a member of our team, please email our office at Treas_MunicipalFinance@Michigan.gov.

Sincerely,

Cary Jay Vaughn, CPA, Administrator
Local Audit and Finance Division

Clean Water State Revolving Fund
ORDER OF APPROVAL

Applicant/Issuer: Evergreen-Farmington Sanitary Drain Drainage District, Oakland County

Project Number: 5872-01

Assistance Amount: \$9,355,000 (Nine Million Three Hundred Fifty-Five Thousand Dollars)

Rate: 2.50% (Two and One-Half Percent)

Term: Not to exceed Twenty (20) years, with annual principal payments commencing no later than October 1, 2027.

Pursuant to: Part 53, Clean Water Assistance, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended.

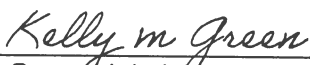
The Director of the Department of Environment, Great Lakes, and Energy of the state of Michigan, acting upon the application submitted by the applicant/issuer for assistance in financing the project pursuant to the referenced Act,

ORDERS that the application is approved based upon the requirements, provisions, and information included in the application and other documents submitted to the Department of Environment, Great Lakes, and Energy, and which are incorporated herein and made part hereof by this reference.

Special conditions of this Order are identified in the attached Exhibits A - C.

This approval is based on the application and other documents currently filed with the Department of Environment, Great Lakes, and Energy. No material change may be made to the application or this approval without the prior written approval of the Department of Environment, Great Lakes, and Energy.

The Department of Environment, Great Lakes, and Energy certifies to the Michigan Finance Authority that the applicant/issuer is eligible to receive assistance as provided by this Order.



Kelly Green, Administrator
Water Infrastructure Funding and Financing Section
Department of Environment, Great Lakes, and Energy

Dated: August 15, 2025
Lansing, Michigan

Clean Water State Revolving Fund
EXHIBIT A

Cost summary identifying design, construction, and administrative costs.

Asset Management Program / Fiscal Sustainability Costs	\$0
Planning Costs	\$0
Rate Methodology Development Costs	\$0
Design Engineering Cost	\$0
Legal/Financial Service Fees	\$23,900
Administrative Costs	\$651,304
Bond Counsel Fees	\$45,500
Bond Advertisement Costs	\$0
Bid Advertisement Costs	\$0
Capitalized Interest	\$0
Land Acquisition/Relocation Costs	\$41,884
Land Purchase Costs	\$0
Construction Engineering Costs	\$0
Construction Costs (bid contracts)	\$11,475,220
Construction Costs (force account)	\$0
Equipment Costs	\$0
Other Project Costs	\$0
Contingencies	\$529,528
LESS Other Sources of Funding	<u>(\$3,412,336)</u> (1)
TOTAL PROJECT COSTS APPROVED (rounded to nearest \$5,000)	\$9,355,000

- (1) Removes \$3,412,336 in "Other Sources of Funding" for community prepayments of drain assessment fees.

Clean Water State Revolving Fund
EXHIBIT B

Project description, referencing the permit required by Part 41, Sewerage Systems, of 1994 PA 451.

Permit Number: P41005373 issued on May 22, 2025

Project Description:

The capital improvements detailed in the Walnut Lake Pump Station No. 1 Conveyance Corrective Action Plan will address Evergreen-Farmington Sanitary Drain Drainage District's Administrative Consent Order. The improvements will reduce the frequency of sanitary sewer overflows (SSOs). The Melrose weir, along 8 Mile Road and Evergreen Road, will be adjusted to better manage hydraulic grade and reduce the potential for SSOs. A new master meter will be installed at 8 Mile Road east of Southfield Road. The existing siphon, located at 8 Mile Road, west of Southfield Road, will be removed and a new sewer segment will be constructed to reduce head loss in the system. The existing level sensor at Lathrup Road, north of 11 Mile, will be modified to address operational issues.

Clean Water State Revolving Fund
EXHIBIT C

Additional special conditions.

1. Financial assistance authorized by this Order of Approval is conditioned upon receipt by the Michigan Finance Authority (the "Authority") by August 27, 2025, or such other date approved by the Authority, all documentation necessary to satisfy the Authority's municipal obligation purchase requirements as set forth in the Shared Credit Rating Act, 1985 PA 227, as amended.
2. Financial assistance authorized by this Order of Approval is conditioned upon issuance, by the applicant or owner, a Notice to Proceed to the successful bidder(s) on the project construction contract(s) on or before November 4, 2025, unless prior approval has been authorized by the Department of Environment, Great Lakes, and Energy to extend this date.
3. The applicant must make the first financial loan draw within 90 days of loan closing and continue making loan draws no less than quarterly throughout the project until initiation of operation. Failure to draw down loan funds timely may result in fines and/or other financial penalties imposed by EGLE.
4. The applicant must comply with the provisions of the Water Resources Reform and Development Act of 2014, which requires all loan recipients, for projects involving the repair, replacement, or expansion of a publicly owned treatment works, develop, and implement a fiscal sustainability plan.
5. As an equivalent project, the applicant must meet all related federal crosscutter and other applicable requirements including the Single Audit Act of 1984. All draws on this project will be considered federal dollars.
6. The applicant must comply with all federal requirements applicable to the assistance received (including those imposed by the Infrastructure Investment and Jobs Act ("IIJA"), Public Law No. 117-58) which the Participant understands includes, but is not limited to, the following requirements: that all of the iron and steel, manufactured products, and construction materials used in the Project are to be produced in the United States ("Build America, Buy America Requirements") unless (i) the Participant has requested and obtained a waiver from the cognizant Agency pertaining to the Project or the Project is otherwise covered by a general applicability waiver; or (ii) all of the contributing Agencies have otherwise advised the Participant in writing that the Build America, Buy America Requirements are not applicable to the Project.

The applicant must comply with all record keeping and reporting requirements under all applicable legal authorities, including any reports required by the funding authority (such as the U.S. Environmental Protection Agency and/or a state), such as performance indicators of program deliverables, information on costs and project progress. The Participant understands that (i) each contract and subcontract related to the Project is subject to audit by appropriate federal and state entities and (ii) failure to comply with the applicable legal requirements and this Agreement may result in a default hereunder that results in a repayment of the assistance agreement in advance of the maturity of the Bonds, termination and/or repayment of grants, cooperative agreements, direct assistance or other types of financial assistance, and/or other remedial actions.

Evergreen-Farmington Sanitary Drain Drainage District
State Revolving Fund
Project No: 5872-01

PURCHASE CONTRACT

The Michigan Finance Authority (the "Authority"), a public body corporate, separate and distinct from the State of Michigan, hereby offers to enter into this Purchase Contract with the Issuer named below (the "Issuer") which, upon the acceptance of this offer by the Issuer and ratification by the Authority, will be binding upon the Authority and the Issuer. This offer is made subject to acceptance on or before August 27, 2025.

Upon the terms and conditions and upon the basis of the representations, warranties, and agreements set forth herein, including those set forth on Schedule I hereto, the Authority hereby agrees to purchase from the Issuer, and the Issuer hereby agrees to sell and deliver to the Authority, bonds (the "Bonds") in the principal amount and with the maturities and interest rate as shown on Schedule I and with redemption provisions acceptable to the Authority. The purchase price for the Bonds shall be 100%. The Authority's obligation to disburse Bond proceeds shall be contingent upon funding of the State Water Pollution Control Revolving Fund created by 1988 PA 316 and 1988 PA 317. The method of payment of Bond proceeds to the Issuer shall be as set forth in the Supplemental Agreement among the Issuer, the Authority, and the State of Michigan acting through the Department of Environment, Great Lakes, and Energy (EGLE).

The Issuer represents and warrants to, and agrees with, the Authority that the Issuer has, and on the Closing Date (specified below) will have, full legal right, power and authority (i) to enter into this Purchase Contract, and (ii) to sell and deliver the Bonds to the Authority as provided herein and in the resolution or ordinance authorizing the Bonds and the Issuer has duly authorized and approved the execution and delivery of and the performance by the Issuer of its obligations contained in this Purchase Contract including those set forth in Schedule I.

On August 27, 2025, the local pre-closing date, the Issuer shall make available for inspection by the Authority at the offices of the Department of Attorney General, Finance Division, Lansing, Michigan, the Bonds, together with such other documents, certificates and closing opinions as the Authority shall require (the "Closing Documents").

On September 5, 2025 (the "Closing Date"), the Authority shall accept delivery of the Bonds and the Closing Documents and pay the purchase price for the Bonds.

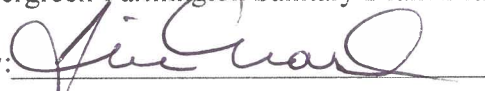
MICHIGAN FINANCE
AUTHORITY

BY 

Authorized Officer

Accepted and Agreed to this
27th day of August 2025

Evergreen-Farmington Sanitary Drain Drainage District ("Issuer")

By: 

Title: Chair

Name of Issuer: EVERGREEN FARMINGTON SANITARY DRAIN DRAINAGE DISTRICT
COUNTY OF OAKLAND
EGLE Project No: 5872-01
EGLE Approved Amount: \$9,355,000 *

SCHEDULE I

Based on the schedule provided below unless revised as provided in this paragraph, repayment of principal of the Bond shall be made until the full amount advanced to the Issuer is repaid. In the event the Order of Approval issued by the Department of Environment, Great Lakes, and Energy (the "Order") approves a principal amount of assistance less than the amount of the Bond delivered to the Authority, the Authority shall only disburse principal up to the amount stated in the Order. In the event (1) that the payment schedule approved by the Issuer and described below provides for payment of a total principal amount greater than the amount of assistance approved by the Order or (2) that less than the principal amount of assistance approved by the Order is disbursed to the Issuer by the Authority.

<u>Due Date</u>	<u>Amount of Principal Installment Due</u>
Oct-1-2027	\$365,000
Oct-1-2028	375,000
Oct-1-2029	385,000
Oct-1-2030	395,000
Oct-1-2031	405,000
Oct-1-2032	415,000
Oct-1-2033	425,000
Oct-1-2034	435,000
Oct-1-2035	445,000
Oct-1-2036	455,000
Oct-1-2037	470,000
Oct-1-2038	480,000
Oct-1-2039	490,000
Oct-1-2040	505,000
Oct-1-2041	520,000
Oct-1-2042	530,000
Oct-1-2043	545,000
Oct-1-2044	560,000
Oct-1-2045	570,000
Oct-1-2046	585,000
	<u>\$9,355,000</u>

Interest on the Bond shall accrue on that portion of principal disbursed by the Authority to the Issuer pursuant to the Order from the date such portion is disbursed, until paid, at the rate of 2.50% per annum, payable April 1, 2026 and semi-annually thereafter.

The Issuer agrees that it will deposit with U.S. Bank Trust Company, National Association, or at such other place as shall be designated in writing to the Issuer by the Authority (the "Authority's Depository") payments of the principal of, premium, if any, and interest on this Bond in immediately available funds by 12:00 noon at least five business days prior to the date on which any such payment is due whether by maturity, redemption or otherwise. In the event that the Authority's Depository has not received the Issuer's deposit by 12:00 noon on the scheduled day, the Issuer shall immediately pay to the Authority as invoiced by the Authority an amount to recover the Authority's administrative costs and lost investment earnings attributable to that late payment.

*Not to exceed amount. Loan reductions at close out will result in a proportional decrease.

State Revolving Fund Program

Supplemental Agreement
Regarding
\$9,355,000
Evergreen-Farmington Sanitary Drain Drainage District
County of Oakland
State of Michigan

Evergreen-Farmington Sanitary Drain Bonds, Series 2025
(the “Bond”)

This Agreement is made as of September 5, 2025 among the Evergreen-Farmington Sanitary Drain Drainage District, County of Oakland, State of Michigan (the “Issuer”), the Michigan Finance Authority (the “Authority”), and the State of Michigan acting through the Department of Environment, Great Lakes and Energy (“EGLE”), in consideration for the purchase of the above-captioned Bond by the Authority. This Agreement shall be in addition to any other contractual undertaking by the Issuer contained in the Ordinance or Resolution authorizing the Bond (the “Resolution”).

PREMISES:

Executive Order No. 2010-2 (the “Executive Order”) created the Authority as an autonomous public body corporate and politic within the Michigan Department of Treasury and transferred powers, duties, obligations, and functions from various entities (including those of the Michigan Municipal Bond Authority established under 1985 PA 227, as amended (“Act 227”)) to the Authority and the Authority is empowered, among other things, to purchase obligations from Governmental Units within the State of Michigan such as the Issuer. Pursuant to the terms of the Resolution, the Issuer intends to issue its Bond and undertake a Project as described in Exhibit B attached to this Supplemental Agreement (the “Project”), which Project is a sewage treatment works or nonpoint source project, or both, as defined in Part 53, Clean Water Assistance of the Natural Resources and Environmental Protection Act, Act 451 of the Public Acts of 1994 (“Part 53”). In order to provide assistance to the Issuer to finance the Project, the Authority has agreed to purchase the Bond upon certain conditions including receipt by the Authority of an order of approval (the “Order”) issued by EGLE pursuant to the provisions of Part 53. All words and terms defined in Act 227 or Part 53 and not otherwise defined in this Agreement shall have the meanings as defined in those Acts.

In consideration of these premises and their mutual agreements, the Issuer, the Authority, and EGLE agree as follows:

Section 1. General Representations. The Issuer represents and warrants to, and agrees with, the Authority and EGLE, as of the date hereof as follows:

a. The Issuer is duly organized and existing under the laws of the State of Michigan and is authorized by the provisions of the Constitution and the laws of the State of Michigan to issue the Bond.

b. The Issuer has full legal right, power and authority to (i) sell and deliver the Bond to the Authority as provided in this Agreement and the Resolution, and (ii) execute this Agreement, and to consummate all transactions contemplated by this Agreement, the Bond, the Resolution, and any and all other agreements relating thereto. The Issuer has duly authorized and approved the execution and delivery of this Agreement, the performance by the Issuer of its obligations contained in this Agreement, and this Agreement is a valid, legally binding action of the Issuer, enforceable in accordance with the terms thereof except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting the rights of creditors generally, and by principles of equity if equitable remedies are sought.

c. The Resolution has been duly adopted by the Issuer, acting through its governing body, is in full force and effect as of the date hereof, is a contract with the Authority as the holder of the Bond and is a valid, legally binding action of the Issuer, enforceable in accordance with the terms thereof except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting the rights of creditors generally, and by principles of equity if equitable remedies are sought.

d. When delivered to the Authority and paid for in accordance with the terms of the Resolution, the Bond (i) will have been duly authorized, executed, issued and delivered by the Issuer, (ii) will constitute a valid, legally binding obligation of the Issuer enforceable in accordance with its terms, and (iii) will not, when taken together with all other obligations of the Issuer, exceed or violate any constitutional, charter or statutory limitation.

e. The information submitted to the Authority and EGLE in connection with the purchase of the Bond by the Authority is as of the date hereof true, accurate and complete and does not contain any untrue statement of a material fact and does not omit to state a material fact necessary in order to make the statements made, in the light of the circumstances under which they were made, not misleading.

f. Except as may have been disclosed in writing to the Authority and EGLE before the date hereof and as set forth in Exhibit D hereto, if applicable, the Issuer has not been served with any litigation (and to the knowledge of the Issuer no litigation has been commenced or is threatened) against the Issuer, in any court (i) to restrain or enjoin the sale, execution or delivery by the Issuer of the Bond, (ii) in any manner questioning the authority of the Issuer to issue, or the issuance or

validity of, the Bond or any other indebtedness of the Issuer, (iii) questioning the constitutionality of any statute, or the validity of any proceedings, authorizing the issuance of the Bond, (iv) questioning the validity or enforceability of the Resolution, (v) to secure a lien on any and all revenues, taxes, fees, or other moneys, securities, funds and property pledged in the Resolution that are a source of payments on the Bond and which would materially impair the ability of the Issuer to repay the Bond, or (vi) which might in any material respect adversely affect the transactions contemplated in this Agreement herein; and no right of any member of the governing body of the Issuer to his or her office is being contested.

g. The execution and delivery of this Agreement by the Issuer, and the fulfillment of the terms and conditions of, and the carrying out of the transactions contemplated by the Resolution and this Agreement do not and will not conflict with or constitute on the part of the Issuer a breach of, or a default under any existing law (including, without limitation, the Michigan Constitution), any court or administrative regulation, decree or order or any agreement, indenture, mortgage, obligation, lease or other instrument to which the Issuer is subject or by which it is bound and which breach or default would materially affect the validity or binding effect of the Bond or the ability of the Issuer to pay the principal of and the interest on the Bond, or result in a default or lien on any assets of the Issuer. No event has occurred or is continuing which with the lapse of time or the giving of notice, or both, would constitute a default by the Issuer under the Resolution or this Agreement.

h. No consent or approval of, or registration or declaration with, or permit from, any federal, state or other governmental body or instrumentality, is or was required in connection with enactment by the Issuer of the Resolution, issuance of the Bond, or execution and delivery by the Issuer of this Agreement which has not already been obtained, except as may be required under blue sky or securities laws of any state (as to which no representation or warranty is given) nor is any further election or referendum of voters required in connection therewith which has not already been held and certified and all applicable referendum periods have expired.

i. Proceeds of the Bond will be applied (i) to the financing of the Project or a portion thereof as set forth in the Resolution or (ii) to reimburse the Issuer for a portion of the cost of the Project which was incurred in anticipation of Bond proceeds and which is eligible for reimbursement in accordance with Treasury Regulations 1.150-2. The Issuer will expend the proceeds of each disbursement of the Bond for the governmental purpose for which the Bond was issued within five banking days of receipt. Proceeds of the Bond shall not be used to refund (as defined in Treasury Regulation 1.150-1 (d)) other outstanding obligations without the prior written consent of the Authority.

j. The attached Exhibit A is a summary of the estimated cost of the Project, which the Issuer certifies is a reasonable and accurate estimate.

k. The Issuer certifies: (i) if it is the owner or operator of an oceangoing vessel or a nonoceangoing vessel that it is in compliance with the requirements of § 3103a of the NREPA, 1994 PA 451, as amended, MCL 324.3103a, and is on an applicable list prepared under MCL 324.3103a(4) and (ii) if it has contracts for the transportation of cargo with an oceangoing or nonoceangoing vessel operator that operator(s) is/are on an applicable list prepared under MCL 324.3103a(4).

Section 2. General Covenants. The Issuer also represents, warrants and covenants to EGLE and the Authority as follows:

a. Rates and charges for the services of the Project will be established, levied or collected in an amount sufficient to pay the expenses of administration, operation and maintenance of the Project and to pay the principal and interest requirements on all bonds payable from revenues of the Project, including the Bond.

b. The Issuer agrees that the Project shall proceed in a timely fashion and will exercise its best efforts to complete the Project in accordance with the estimated Project schedule as set forth in its application and to provide from fiscal resources all moneys in excess of Bond proceeds necessary to complete the Project.

c. The Issuer will not voluntarily sell, lease, abandon, dispose of or transfer its title to the Project or any part thereof, including lands and interest in lands, by sale, mortgage, lease or other encumbrances, without an effective assignment of obligations and the prior written approval of the Authority and EGLE.

d. To the extent permitted by law, the Issuer shall take all actions within its control and shall not fail to take any action as may be necessary to maintain the exclusion of interest on the Bond from gross income for federal income tax purposes, including but not limited to, actions relating to the rebate of arbitrage earnings and the expenditure and investment of Bond proceeds and moneys deemed to be Bond proceeds.

e. The Issuer will take no action which would cause the Bond to be a private activity bond pursuant to Section 141(a) of the Internal Revenue Code of 1986, as amended (the "Code"). The Issuer will make no use of Bond proceeds which would make the Bond federally guaranteed as provided in Section 149(b) of the Code. The Issuer will keep records of the expenditure and investment of Bond proceeds as required under the Code and the regulations thereunder.

f. The Issuer will operate and maintain the Project in good repair, working order and operating condition.

g. The Issuer will maintain complete books and records relating to the construction, operation and financial affairs of the Project in accordance with generally accepted accounting principles (GAAP) and generally accepted government auditing standards (GAGAS). At the conclusion of the Project or upon

notification by EGLE, the Issuer will submit a final Project cost summary with necessary supporting documentation as required by EGLE. The Issuer will include in its contracts for the Project notice that the contractor and any subcontractors may be subject to a financial audit as part of an overall Project audit and requirements that the contractor and subcontractors shall comply with generally accepted auditing standards.

h. The Issuer will have an audit of its entire operations prepared by a recognized independent certified public accountant for each year in which the Issuer expended \$750,000 or more in federal assistance. The audit shall be prepared in conformance with the requirements of 2 CFR 200 (Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards) and Office of Management and Budget Circular No. A-133. The Issuer will mail a copy of such audit and its annual financial audit to the Local Audit and Finance Division of the Michigan Department of Treasury and the Authority. The provision of federal assistance detailed in this Supplemental Agreement can be traced to Catalog of Federal Domestic Assistance (CFDA) Program No. 66.458: Capitalization Grants for Clean Water State Revolving Funds. In addition, the Issuer agrees to provide the Authority in a timely manner with all information and documents regarding the Issuer that the Authority or its bond underwriters need to meet any Securities and Exchange Commission regulation, any industry standard or other federal or state regulation which imposes a disclosure requirement or continuing disclosure requirement relating to any Authority bond issue which was used or is needed to provide monies to the fund used to purchase the Bond or relating to any other Authority bond issue which was used by the Authority to purchase an obligation of the Issuer. In furtherance of the above the Issuer also agrees that upon the request of the Authority it will promptly execute and deliver a continuing disclosure undertaking in form and substance determined by the Authority to be necessary or desirable to assist the Authority or its underwriters in complying with Rule 15c2-12 promulgated by the Securities and Exchange Commission.

i. The Issuer will maintain and carry insurance on all physical properties of the Project, of the kinds and in the amounts normally carried by municipalities engaged in the operation of similar systems. All moneys received for losses under any such insurance policies shall be applied to the replacement and restoration of the property damaged or destroyed or for repayment of the Bond.

j. The Issuer will notify EGLE and the Authority within 30 days of the occurrence of any event which, in the judgment of the Issuer, will cause a material adverse change in the financial condition of the Project, or, if the Issuer has knowledge, of the system of which the Project is a part or which affects the prospects for timely completion of the Project.

k. The Issuer agrees to comply with the disadvantaged business participation provisions of Executive Order 11625 (October 13, 1971) and Executive

Order 12138 (May 18, 1979), as amended by Executive Order 12608 (September 9, 1987), whereby the Issuer will employ the six affirmative steps in its procurement efforts and assure its first tier contractors also employ these steps (40 CFR 33.301), maintain a bidders list (40 CFR 33.501), and report on its efforts to utilize Minority Business Enterprises (MBEs) and Women's Business Enterprises (WBEs) (40 CFR 33.502-503), on the forms and in the manner prescribed by EGLE, all consistent with the provisions set forth in 40 CFR Part 33.

l. The Issuer has the legal, managerial, institutional and financial capability to build, operate and maintain the Project.

m. The Issuer has, or will have prior to the start of construction, all applicable state and federal permits required for construction of the Project and will comply with the conditions set forth in such permits.

n. No undisclosed fact or event, or pending litigation, will materially or adversely affect the Project, the prospects for its completion, or the Issuer's ability to make timely repayments on the Bond.

o. The Issuer will, upon request, provide EGLE, the United States Environmental Protection Agency (the "USEPA") and the Authority with access to the physical plant of the Project and all operational or financial records of the Project, and the Issuer will require similar authorizations from all contractors, consultants, or agents with which the Issuer negotiates an agreement.

p. All pertinent records shall be retained and available to EGLE, the USEPA and the Authority for a minimum of 3 years after actual initiation of the operation of the Project and if litigation, a claim, an appeal, or an audit is begun before the end of the 3 year period, records shall be retained and available until the 3 years have passed or until the action is completed and resolved, whichever is longer.

q. If the Project is segmented as provided in Section 5309 of Part 53, the Issuer agrees that the remaining segments shall be completed with or without additional financial assistance from the Michigan Water Pollution Control Revolving Loan Fund.

r. If the Project involves construction or property acquisition in a special flood hazard area, the Issuer agrees to comply with the flood insurance purchase requirements of the Flood Disaster Protection Act of 1973 (Pub.L. 93-234) whereby the Issuer will purchase flood insurance in conformance with the National Flood Insurance Program (42 USC section 4001-4128).

s. The Issuer will comply with the procurement prohibitions of Section 306 of the Clean Air Act Amendments of 1970 (42 USC section 7606) and Section 508 of the Federal Water Pollution Control Act Amendments of 1972 (33 USC section 1368), as implemented by Executive Order 11738 (September 10, 1973) whereby the

Issuer certifies that goods, services, and materials for the Project will not be procured from a supplier on the List of Violating Facilities published by the U.S. Environmental Protection Agency.

t. The Issuer agrees to comply with the anti-discrimination provisions of Section 602, Title VI of the Civil Rights Act of 1964 (42 USC section 2000d), Section 13 of the Federal Water Pollution Control Act Amendments of 1972 (Pub.L. 92-500), Section 504 of the Rehabilitation Act of 1973 (29 USC section 794), and Section 303, Title III of the Age Discrimination Act of 1975 (42 USC section 6102) whereby the Issuer will not discriminate on the basis of race, color, national origin, sex, handicap, or age in any activity related to the Project.

u. If the Project involves the acquisition of an interest in real property or the displacement of any person, business, or farm operation, the Issuer agrees to comply with the land acquisition and relocation assistance requirements of the Uniform Relocation Assistance and Real Properties Acquisition Policies Act of 1970 (42 USC section 4601 *et seq*) whereby the Issuer will follow procedures set forth in 49 CFR Part 24.

v. The Issuer agrees to comply with the Hatch Act (5 USC section 1501 *et seq*) whereby the Issuer will ensure that employees whose principal employment activities are funded in whole or in part with moneys from the Michigan Water Pollution Control Revolving Loan Fund comply with the prohibitions set forth in 5 CFR Part 151. The Issuer also agrees to comply with provisions of 40 CFR Part 34, New Restrictions on Lobbying, and understands, in accordance with the Byrd Anti-Lobbying Amendment, making a prohibited expenditure under 40 CFR Part 34 or failing to file the required certification or lobbying forms shall subject the Issuer to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure.

w. The Issuer agrees to comply with the Davis-Bacon Act and related Acts (40 USC section 276a; 29 CFR Parts 1, 3, 5, 6 and 7). These Acts apply to contractors and subcontractors performing on federally funded or assisted contracts in excess of \$2,000 for the construction, alteration, or repair (including painting and decorating) of public building or public works.

x. The Issuer agrees to comply with Subpart C of 40 CFR Part 32, entitled "Responsibilities of Participants Regarding Transactions." The Issuer is responsible for ensuring that any lower tier covered transaction, as described in Subpart B of 40 CFR Part 32, entitled "Covered Transactions," includes a term or condition requiring compliance with Subpart C. The Issuer is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. The Issuer acknowledges that failing to disclose the information required under 40 CFR 32.335 may result in the delay or negation of this Agreement, or pursuance of legal remedies, including suspension and debarment.

y. The Issuer agrees to construct and operate the Project in compliance with all other applicable state and federal laws, executive orders, regulations, policies, and procedures and the covenants, assurances and certifications contained in its application for financial assistance relating to the Project. Also, the Issuer will comply with all applicable requirements of all other states and federal laws, executive orders, policies, and regulations governing the program pursuant to which the Order was issued.

z. The Issuer agrees to comply with the equal employment opportunity provisions of Executive Order 11246 (September 24, 1965), as amended by Executive Order 11375 (October 13, 1967), and supplemented by United States Department of Labor regulations (41 CFR Part 60).

aa. If historic or archeological artifacts or remains are discovered during Project construction, the Issuer agrees to immediately contact the State Historic Preservation Officer and EGLE. The Issuer further agrees to discontinue work in the vicinity of the discovery until the State Historic Preservation Officer has determined the general limits and potential significance of the site. If human remains are discovered during Project construction, the Issuer agrees to immediately contact the State Police.

bb. The Issuer will provide written notification to EGLE identifying the actual initiation of operation of the Project within 30 days of its occurrence. The actual initiation of operation is the date when the Project becomes capable of operation for the purposes for which it was planned, designed and built.

cc. The Issuer agrees to comply with Section 436 of the Consolidated Appropriations Act, 2014 (Pub. L. 113-76) which requires that all of the iron and steel products used in the Project be produced in the United States ("Use of American Iron and Steel Requirement"), unless (i) the Issuer has requested and obtained a waiver from the USEPA pertaining to the Project or (ii) EGLE has otherwise advised the Issuer in writing that the American Iron and Steel Requirement is not applicable to the Project.

dd. The Issuer agrees that a fiscal sustainability plan has been developed and implemented that includes the minimum requirements per 33 UCS § 1383 for treatment works by the loan closing.

Section 3. Further Covenants. The Issuer agrees to the covenants, if any, set forth in Exhibit C attached to this Agreement.

Section 4. Statutory Compliance of Project. Based on the information supplied to EGLE by the Issuer, EGLE hereby certifies that the Project complies with the statutory requirements established by Part 53 for a project eligible for assistance.

Section 5. Advancement of Funds to Issuer. Upon receipt by EGLE from the Issuer of a Disbursement Request in the form to be provided by EGLE, EGLE shall, after processing such Disbursement Request, notify the Authority of the amount of the Disbursement Request. The Authority shall withdraw from the State Water Pollution Control Revolving Fund established pursuant to Act 227 moneys necessary to purchase principal installments of the Bond from the Issuer in the amount processed by EGLE.

In the event the Issuer receives disbursements for costs which, at the time of final disbursement or at the submission of final Project cost documentation or at any other time, are determined by EGLE to be ineligible for financing from the Fund, the Issuer agrees to repay the Fund all such amounts. EGLE shall notify the Issuer in writing of any and all such ineligible costs (the "Repayment Amount"). The Issuer agrees to repay the Authority the Repayment Amount within 30 days following the receipt of written notice from EGLE (the "Repayment Date"). If such amount is not received by the Authority by the Repayment Date, the Issuer agrees that the Repayment Amount shall bear interest (the "Additional Interest") from the Repayment Date to the date of payment at the highest rate, as determined by the Authority, equal to (a) the rate of interest then earned by the common cash fund of the State of Michigan on its short term (30 day) investments or (b) the interest rate on the Bond, or (c) the average interest rate at which the Authority's leveraged bond proceeds that funded the purchase of the Bond are invested, or such other rate as shall be determined by resolution of the Board of the Authority but in no event in excess of the maximum rate of interest permitted by law and as set forth in the notice from EGLE to the Issuer. Such Additional Interest is in addition to the interest rate on the Bond. The Additional Interest shall continue to accrue until the Authority has been fully reimbursed for the Repayment Amount. Upon receipt by the Authority of the Repayment Amount, the Authority shall prepare a new payment schedule for the Bond which shall be effective upon receipt by the Issuer.

Section 6. Termination of Assistance. In the event EGLE issues an order under Section 5312 or 5313 of Part 53 recommending that assistance to the Issuer be terminated for the Project, the Authority shall cease to advance funds to the Issuer pursuant to Section 5 of this Agreement. Any termination of assistance under this Agreement shall not excuse or otherwise affect the Issuer's obligation to repay principal installments of the Bond previously disbursed to the Issuer or interest or premiums due thereon. If as a result of termination of assistance, less than the principal amount of assistance approved by EGLE is disbursed, the Authority shall prepare a new payment schedule, which maintains the existing level of principal installments but shortens the term of the Bond, which schedule shall be effective upon receipt by the Issuer. Any termination of assistance under this Agreement shall not relieve the Issuer of any requirements that may exist under state or federal law to construct the Project.

Section 7. Breach of Agreement. In regard to Section 1 through 3 of this Agreement, if any of the representations or warranties are untrue, or if the Issuer shall fail to perform or comply with any of the covenants of these Sections, it shall be a material breach of this Agreement.

No failure by the Authority or EGLE to insist upon strict performance of any covenant, warranty or representation in these Sections, nor any failure on the part of the Authority or EGLE to declare a breach, shall constitute a waiver of any such breach or a relinquishment for the future of the right to insist upon and to enforce by any appropriate legal remedy strict compliance with all of the covenants, warranties or representations, or of the right to exercise any such right or remedies, if any breach of the Issuer continues or is repeated.

Upon any such breach in addition to any other legal remedy EGLE or the Authority may have, EGLE can provide written notice to the Authority of such breach and the Authority shall cease to advance funds to the Issuer pursuant to Section 5 of this Agreement. Any termination of assistance under this Agreement shall not excuse or otherwise affect the Issuer's obligation to repay principal installments of the Bond previously disbursed to the Issuer plus interest and premiums due thereon. If as a result of termination of assistance, less than the principal amount of assistance approved by EGLE is disbursed, the Authority shall prepare a new payment schedule, which maintains the existing level of principal installments but shortens the term of the Bond, which schedule shall be effective upon receipt by the Issuer. Any termination of assistance under this Agreement shall not relieve the Issuer of any requirements that may exist under state or federal law to construct the Project.

Section 8. Applicable Law and Nonassignability. This Agreement shall be governed by the laws of the State of Michigan. This Agreement shall not be assigned by the Issuer.

Section 9. Severability. If any clause, provision or section of this Agreement be ruled invalid or unenforceable by any court of competent jurisdiction, the invalidity or unenforceability of such clause, provision or section shall not affect any of the remaining clauses, provisions or sections.

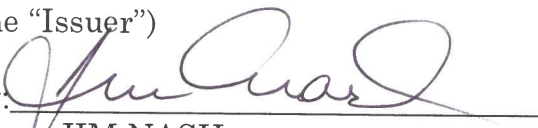
Section 10. Execution of Counterparts. This Agreement may be executed in several counterparts each of which shall be regarded as an original and all of which shall constitute one and the same document.

Section 11. Consent to Execution by Electronic Signature. The parties hereto consent and agree that the Authority and EGLE may execute this Agreement by manual or facsimile signature or by electronic signature via OneSpan Sign, DocuSign, or similar software. The parties agree that electronic signatures shall be valid and binding against the party providing such electronic signature.

This consent is valid only for the execution of this Agreement and will not be used as evidence of consent for any future agreement.

EVERGREEN-FARMINGTON SANITARY
DRAIN DRAINAGE DISTRICT

(the "Issuer")

By: 

JIM NASH

Its: Chairperson of Board

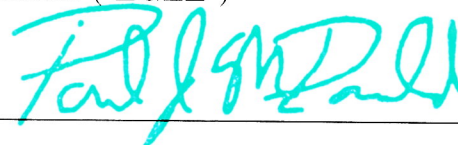
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MICHIGAN FINANCE AUTHORITY
(the "Authority")

By: 

Its: Authorized Officer

DEPARTMENT OF ENVIRONMENT, GREAT
LAKES AND ENERGY OF THE STATE OF
MICHIGAN ("EGLE")

By: 

Its: Authorized Officer

Clean Water State Revolving Fund
EXHIBIT A

Cost summary identifying design, construction, and administrative costs.

Asset Management Program / Fiscal Sustainability Costs	\$0
Planning Costs	\$0
Rate Methodology Development Costs	\$0
Design Engineering Cost	\$0
Legal/Financial Service Fees	\$23,900
Administrative Costs	\$651,304
Bond Counsel Fees	\$45,500
Bond Advertisement Costs	\$0
Bid Advertisement Costs	\$0
Capitalized Interest	\$0
Land Acquisition/Relocation Costs	\$41,884
Land Purchase Costs	\$0
Construction Engineering Costs	\$0
Construction Costs (bid contracts)	\$11,475,220
Construction Costs (force account)	\$0
Equipment Costs	\$0
Other Project Costs	\$0
Contingencies	\$529,528
LESS Other Sources of Funding	<u>(\$3,412,336)</u> (1)
TOTAL PROJECT COSTS APPROVED (rounded to nearest \$5,000)	\$9,355,000

- (1) Removes \$3,412,336 in "Other Sources of Funding" for community prepayments of drain assessment fees.

Clean Water State Revolving Fund
EXHIBIT B

Project description, referencing the permit required by Part 41, Sewerage Systems, of 1994 PA 451.

Permit Number: P41005373 issued on May 22, 2025

Project Description:

The capital improvements detailed in the Walnut Lake Pump Station No. 1 Conveyance Corrective Action Plan will address Evergreen-Farmington Sanitary Drain Drainage District's Administrative Consent Order. The improvements will reduce the frequency of sanitary sewer overflows (SSOs). The Melrose weir, along 8 Mile Road and Evergreen Road, will be adjusted to better manage hydraulic grade and reduce the potential for SSOs. A new master meter will be installed at 8 Mile Road east of Southfield Road. The existing siphon, located at 8 Mile Road, west of Southfield Road, will be removed and a new sewer segment will be constructed to reduce head loss in the system. The existing level sensor at Lathrup Road, north of 11 Mile, will be modified to address operational issues.

Clean Water State Revolving Fund
EXHIBIT C

Additional special conditions.

1. Financial assistance authorized by this Order of Approval is conditioned upon receipt by the Michigan Finance Authority (the "Authority") by August 27, 2025, or such other date approved by the Authority, all documentation necessary to satisfy the Authority's municipal obligation purchase requirements as set forth in the Shared Credit Rating Act, 1985 PA 227, as amended.
2. Financial assistance authorized by this Order of Approval is conditioned upon issuance, by the applicant or owner, a Notice to Proceed to the successful bidder(s) on the project construction contract(s) on or before November 4, 2025, unless prior approval has been authorized by the Department of Environment, Great Lakes, and Energy to extend this date.
3. The applicant must make the first financial loan draw within 90 days of loan closing and continue making loan draws no less than quarterly throughout the project until initiation of operation. Failure to draw down loan funds timely may result in fines and/or other financial penalties imposed by EGLE.
4. The applicant must comply with the provisions of the Water Resources Reform and Development Act of 2014, which requires all loan recipients, for projects involving the repair, replacement, or expansion of a publicly owned treatment works, develop, and implement a fiscal sustainability plan.
5. As an equivalent project, the applicant must meet all related federal crosscutter and other applicable requirements including the Single Audit Act of 1984. All draws on this project will be considered federal dollars.
6. The applicant must comply with all federal requirements applicable to the assistance received (including those imposed by the Infrastructure Investment and Jobs Act ("IIJA"), Public Law No. 117-58) which the Participant understands includes, but is not limited to, the following requirements: that all of the iron and steel, manufactured products, and construction materials used in the Project are to be produced in the United States ("Build America, Buy America Requirements") unless (i) the Participant has requested and obtained a waiver from the cognizant Agency pertaining to the Project or the Project is otherwise covered by a general applicability waiver; or (ii) all of the contributing Agencies have otherwise advised the Participant in writing that the Build America, Buy America Requirements are not applicable to the Project.

The applicant must comply with all record keeping and reporting requirements under all applicable legal authorities, including any reports required by the funding authority (such as the U.S. Environmental Protection Agency and/or a state), such as performance indicators of program deliverables, information on costs and project progress. The Participant understands that (i) each contract and subcontract related to the Project is subject to audit by appropriate federal and state entities and (ii) failure to comply with the applicable legal requirements and this Agreement may result in a default hereunder that results in a repayment of the assistance agreement in advance of the maturity of the Bonds, termination and/or repayment of grants, cooperative agreements, direct assistance or other types of financial assistance, and/or other remedial actions.

EXHIBIT D

Summary of Litigation

None.

State Revolving Fund Program

\$9,355,000
Evergreen-Farmington Sanitary Drain Drainage District
County of Oakland
State of Michigan

Evergreen-Farmington Sanitary Drain Bonds, Series 2025
(the "Bond")

ISSUER'S CERTIFICATE

This Certificate is delivered by the undersigned on behalf of Evergreen-Farmington Sanitary Drain Drainage District (the "Issuer") in connection with the issuance of its above-captioned bond (the "Bond") on even date herewith and the sale of such Bond to the Michigan Finance Authority (the "Authority"). This Certificate is being delivered to the Authority pursuant to a certain Purchase Contract between the Authority and the Issuer (the "Purchase Contract"). The Issuer represents and warrants to, and agrees with, the Authority, as of the date hereof as follows:

1. The undersigned are on the date hereof the duly elected or appointed acting and qualified incumbents of the offices of the Issuer set below their respective names and the signatures appearing are the genuine signatures of said officers. The Bond has been officially signed by the officers of the Issuer having authority to execute and deliver the Bond.
2. The Issuer has full legal right, power and authority to enter into the Purchase Contract, and the Issuer has duly authorized and approved the execution and delivery of and the performance by the Issuer of its obligations contained in the Purchase Contract.
3. No further authorization or approval is required for the execution and delivery of the Purchase Contract on behalf of the Issuer by its governing body, and the Purchase Contract constitutes a legal, valid and binding obligation of the Issuer, enforceable in accordance with its terms except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting the rights of creditors generally, and by principles of equity if

equitable remedies are sought; and, except as may be required under the blue sky or securities laws of any state (as to which no representation or warranty is given) no further authorization or approval is required for the performance by the Issuer of its obligations thereunder.

4. The execution and delivery of the Purchase Contract by the Issuer, and the fulfillment of the terms and conditions of, and the carrying out of the transactions contemplated by the Purchase Contract do not and will not conflict with or constitute on the part of the Issuer a breach of, or a default under any existing law (including, without limitation, the Constitution of the State), any court or administrative regulation, decree or order or any agreement, indenture, mortgage, obligation, lease or other instrument to which the Issuer is subject or by which it is bound and which breach or default would materially affect the validity or binding effect of the Bond or the ability of the Issuer to pay the principal of and the interest on the Bond.

5. Any certificate or copy of any certificate signed by any official of the Issuer and delivered to the Authority pursuant to the Authority's purchase of the Bond shall be deemed a representation by the Issuer to the Authority as to the truth of the statements therein made.

6. The Issuer is not in default in the payment of principal of, or premium, if any, or interest on any bonds, notes, or contract payments pledged for the payment of notes or bonds.

7. The Issuer agrees that it will not purchase bonds from the Authority in an amount related to the principal amount of the Bond.

8. The Issuer is a political subdivision of the State of Michigan which qualifies as a "governmental unit" within the meaning of Sections 141(b)(6)(A) and 141(c)(1) of the Internal Revenue Code of 1986, as amended and any successor provision, act or statute and the regulations from time to time promulgated or proposed thereunder (the "Code").

9. The Issuer hereby covenants and agrees for the benefit of the Authority as the holder of the Bond that it will comply with the applicable requirements of Section 149 of the Code.

10. Except as required by law, the Issuer will at no time take any action or omit to take any action which, by commission or omission, would cause the Bond to be an "arbitrage bond" as defined in Section 148 of the Code including failing to satisfy the arbitrage rebate requirements of such Section.

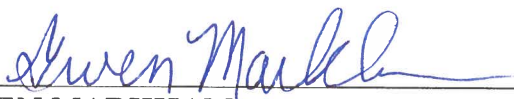
11. The Issuer will not permit at any time or times any of the proceeds of the Bond (or the property financed with the proceeds of the Bonds) or any other funds of the Issuer to be used directly or indirectly in a manner which would result in the exclusion of any bonds of the Issuer from the treatment afforded by Section 103(a) of the Code, as from time to time amended, by reason of the classification of such bonds as "private activity bonds" within the meaning of Section 141(a) of the Code, or as obligations guaranteed by the United States of America, as provided in Section 149(b) of the Code; or cause interest on the Bond to be includable in gross income for federal income tax purposes.

12. The Issuer has executed the standard documents required by the Authority and has included in the Issuer's documents the standard provisions required by the Authority in each case without alteration in any way.

IN WITNESS WHEREOF, we have signed this Certificate on September 5, 2025.

EVERGREEN-FARMINGTON SANITARY
DRAIN DRAINAGE DISTRICT
(the "Issuer")

By: 
JIM NASH
Its: Chairperson of the Drainage Board

By: 
GWEN MARKHAM
Its: Member of the Drainage Board

NONARBITRAGE AND TAX COMPLIANCE CERTIFICATE

EVERGREEN-FARMINGTON SANITARY DRAIN DRAINAGE DISTRICT COUNTY OF OAKLAND, MICHIGAN

\$9,355,000

Evergreen-Farmington Sanitary Drain Bonds, Series 2025

Pursuant to Section 1.148-2(b)(2) of the Treasury Regulations on Income Tax, the undersigned hereby certifies with respect to the Evergreen-Farmington Sanitary Drain Bonds, Series 2025 in the principal amount of \$9,355,000 (the “Bonds”), issued and delivered by the Evergreen-Farmington Sanitary Drain Drainage District, County of Oakland, Michigan (the “Issuer”), pursuant to the bond resolution (the “Bond Resolution”) adopted April 22, 2025, by the Drainage Board of the Issuer, that, on the date hereof, the following exist or are reasonably expected to occur:

1. Due Inquiry. The undersigned is the Chairperson of the Drainage Board of the Issuer, is in general charge of the issuance of the Bonds, has made due inquiry with respect to and is fully informed as to the matters set forth in this Certificate, and makes the certifications herein in good faith. The facts and estimates set forth in this Certificate on which the Issuer’s expectations are based as to the amount and the use of gross proceeds of the Bonds are made to the best knowledge and belief of the undersigned, and the expectations are reasonable. The Issuer is not aware of any facts or circumstances that would cause the Issuer to question the accuracy or reasonableness of any representations or certifications made in this Certificate.

2. Issue Date. The Bonds are being issued and delivered to the original purchaser thereof on the date hereof (the “Issue Date”)

3. Purpose. The Bonds are authorized and issued for the purpose of providing funds to be used (i) to defray part of the cost of locating, establishing and constructing improvements to the Evergreen-Farmington Sanitary Drain (the “Project”), and (ii) to pay the costs of issuing the Bonds.

4. Amount of Proceeds.

(a) The Issuer expects to receive from the Michigan Finance Authority, the original purchaser of the Bonds, the sum of \$9,355,000, representing the principal amount of the Bonds, in periodic advances from the State Revolving Fund (“SRF”).

(b) The \$9,355,000 to be received by the Issuer from the original purchaser of the Bonds and any investment earnings thereon will not exceed the amount required for the purposes described in paragraph 3 above.

5. Use of Proceeds.

(a) The \$9,355,000 amount to be received from the original purchaser of the Bonds will be deposited in the Construction Fund established under the Bond Resolution and together with the investment proceeds thereof and with prepayments of special assessments received from the City of Auburn Hills, the City of Birmingham, the City of Bloomfield Hills, the City of Farmington Hills, the Village of Franklin, the City of Keego Harbor, the City of Orchard Lake Village and the City of Troy in the aggregate amount of \$4,821,685, will be used to pay the cost of the Project eligible to be paid from the SRF and the costs of issuing the Bonds. The investment earnings with respect to investments allocated to the Construction Fund will be deposited upon receipt in the Construction Fund and reinvested until used to pay the foregoing costs. Until expended, the amounts in the Construction Fund will be invested without restriction as to yield, subject, however, to the applicable requirements of the memorandum attached hereto as Exhibit A relating to the rebating of certain excess investment earnings to the United States (the "Rebate Memorandum"); provided, however, that any amounts remaining in the Construction Fund after the third anniversary of the Issue Date (or with respect to investment earnings only, the first anniversary of the date of receipt, if later) will be invested at a yield (computed with regard to any yield reduction payments to the United States pursuant to Treas. Reg. §1.148-5(c)) not exceeding the yield on the Bonds by more than 0.125 percentage points.

(b) Within 6 months of the Issue Date, the Issuer will incur a substantial binding obligation to a third party to expend at least 5 percent of the net sale proceeds of the Bonds on costs of the Project.

(c) Construction of the Project will commence on or about October 27, 2025, and the Project and the allocation of the net sale proceeds of the Bonds to expenditures for costs of the Project will proceed with due diligence to completion, which is expected on or about June 19, 2027.

(d) At least 85 percent of the net sale proceeds of the Bonds will be allocated to expenditures for costs of the Project within three years of the Issue Date.

6. Principal and Interest Fund. Special assessment payments made by the Village of Beverly Hills, the Village of Bingham Farms, the Charter Township of Bloomfield, the City of Farmington, the City of Lathrup Village, the City of Southfield and the Charter Township of West Bloomfield to the Issuer will be immediately deposited upon receipt by the Issuer in the Principal and Interest Fund and will be invested without restriction as to yield and expended within 13 months of the date of deposit to pay principal of and interest on the Bonds. Investment earnings on amounts in the Principal and Interest Fund will be redeposited thereto and used within 13 months of the date of receipt to pay principal of or interest on the Bonds. The Principal and Interest Fund will be primarily used to achieve a proper matching of revenues with principal and interest payments on the Bonds in each bond year, and will be depleted each year except for a reasonable carryover amount not exceeding the greater of (i) the earnings on the Principal and Interest Fund for the immediately preceding bond year or (ii) one-twelfth of the principal and interest payments on the Bonds for the immediately preceding bond year.

7. Issue Price; Yield on the Bonds.

(a) The Bonds are being sold to the Michigan Finance Authority (the “Purchaser”) pursuant to a private placement. In accordance with Treas. Reg. §1.148-1(f)(2)(iv), the issue price for the Bonds was calculated using the price paid by the Purchaser because the Bonds are issued for money in a private placement to the Purchaser. The issue price of the Bonds has been determined in accordance with the general rule for bonds issued for money in a sale to the public of Treas. Reg. §1.148-1(f)(2)(i). As a result, the issue price of the Bonds is \$9,435,219.

(b) The yield on the Bonds calculated in the manner provided in Treas. Reg. §1.148-4(b). As so calculated, the yield on the Bonds is 2.4998768%.

8. Replacement Proceeds.

(a) No funds or accounts other than the Principal and Interest Fund will be pledged directly or indirectly to pay the principal of or interest on the Bonds such that there is a reasonable assurance that amounts deposited therein will be available to pay principal of or interest on the Bonds, even if the Issuer encounters financial difficulties.

(b) The Bonds have a weighted average maturity of 12.392 years, which does not exceed 120 percent of the average reasonably expected economic life of the Project, which is not less than 20 years.

(c) The proceeds of the Bonds will not replace any funds of the Issuer invested at a yield materially higher than the yield on the Bonds, since no funds of the Issuer have been designated for the purposes for which the Bonds are issued such that those amounts would have been used for that governmental purpose if the proceeds of the Bonds were not used or to be used for that governmental purpose.

9. Minor Portion. At no time after the Issue Date and prior to the final payment of the Bonds will the Issuer have on hand in the Construction Fund or in the Principal and Interest Fund, or otherwise, an aggregate amount in excess of \$100,000 invested at a yield materially higher than the yield on the Bonds and comprised of:

(a) Any proceeds of the sale of the Bonds and investment proceeds thereof in the Construction Fund that are not expended within 3 years of the Issue Date (or with respect to investment earnings only, within one year of the date of receipt, if later) to pay costs of the Project and costs of issuing the Bonds) (yield computed with regard to yield reduction payments to the United States pursuant to Treas. Reg. §1.148-5(c)); and

(b) Any amounts in the Principal and Interest Fund not expended to pay principal of or interest on the Bonds within 13 months of the date of receipt, and any amount in the Principal and Interest Fund longer than 30 days that is not expected to be expended to pay principal of or interest on the Bonds within 13 months of the date of receipt (yield computed without regard to yield reduction payments to the United States pursuant to Treas. Reg. §1.148-5(c)).

10. Rebate of Arbitrage Earnings. The Rebate Memorandum sets forth the procedures for rebating arbitrage earnings on the Bonds to the United States. The Issuer agrees to cause such procedures to be followed and such payments to be made on a timely basis pursuant to its covenant in the Bond Resolutoin to establish and maintain the exclusion of interest on the Bonds from gross income for purposes of federal income taxation. Execution of this Nonarbitrage and Tax Compliance Certificate constitutes agreement by the Issuer to comply with the procedures and requirements set forth in the Rebate Memorandum.

11. Additional Tax Compliance Representations.

(a) No Private Activity Bonds. No more than 10 percent of the proceeds of the Bonds will be used directly or indirectly in a trade or business carried on by any person other than a governmental unit (a “private business use”). No more than 5 percent of the proceeds of the Bonds will be used for any private business use that is not related to governmental purposes of the Issuer or that, although related to governmental purposes of the Issuer, exceeds the amount of Bond proceeds used for governmental purposes of the Issuer other than a related private business use. No more than 5 percent of the proceeds of the Bonds will be used directly or indirectly to make or finance loans to persons other than governmental units or loans for purposes other than enabling a borrower to finance any governmental tax or assessment of general application for a specific essential governmental function such as the Project.

(b) No Federally Guaranteed Bonds. The payment of principal or interest with respect to the Bonds is not guaranteed in whole or in part by the United States or any agency or instrumentality thereof. The Bonds are not issued as part of an issue 5 percent or more of the proceeds of which is to be used in making loans the payment of principal or interest with respect to which is to be guaranteed in whole or in part by the United States or any agency or instrumentality thereof, or invested directly or indirectly in federally insured deposits or accounts, other than those proceeds invested during applicable temporary periods or as investments in bona fide debt service funds or investments in permissible reserves or in obligations issued by the United States Treasury. The payment of principal of or interest on the Bonds is not otherwise indirectly guaranteed in whole or in part by the United States or any agency or instrumentality thereof within the meaning of Section 149(b) of the Code.

(c) Reimbursement Allocations.

(1) Except for preliminary expenditures for architectural, engineering, soil testing, bond issuance, and similar costs (not including land acquisition costs, site preparation costs or similar costs incident to the commencement of the acquisition or construction of the Project) that were incurred prior to the commencement of the acquisition or construction of the Project and do not exceed 20 percent of the aggregate issue price of the Bonds and except for other amounts not exceeding \$100,000, no proceeds of the Bonds will be allocated to the reimbursement of an expenditure for costs of the Project paid more than 60 days prior to April 22, 2025, the date on which the Drainage Board of the Issuer declared its official intent to issue the Bonds. Except for preliminary expenditures and other amounts described in the preceding sentence, no proceeds of the Bonds will be allocated to the reimbursement of any expenditure more than 18 months after the later of the date on which the original expenditure is

paid or the Project is placed in service, or, in any event, more than three years after the date on which the original expenditure is paid.

(2) Within one year after the Issue Date, funds corresponding to the proceeds of the Bonds for which a reimbursement allocation is made will not be used in a manner that results in the creation of replacement proceeds of the Bonds or another issue. For this purpose, replacement proceeds are created if amounts are so allocated to an issue or to the governmental purpose of an issue such that those amounts would have been used for that governmental purpose if the proceeds of the issue were not used or to be used for that governmental purpose.

(d) No Hedge Bonds. The Issuer reasonably expects that at least 85 percent of the spendable proceeds of the Bonds will be used to carry out the governmental purpose of the Bonds within the 3-year period beginning on the Issue Date. No more than 50 percent of the proceeds of the Bonds will be invested in nonpurpose investments having a substantially guaranteed yield for 4 years or more.

(e) Capital Purposes. The property to be financed with the proceeds of the Bonds consists of land, buildings, improvements thereon, equipment or other items of a capital nature.

(f) Change of Use. Any change of use of the Project will conform to the requirements of Treas. Reg. § 1.141-12.

(g) Information Reporting. The IRS Form 8038-G with respect to the Bonds is true, accurate and complete.

(h) Amendments. This Certificate sets forth the information, representations, and procedures necessary in order for Bond Counsel to render its opinion regarding the exclusion of interest on the Bonds from gross income for purposes of Federal income taxation and may be amended or supplemented from time to time to maintain such exclusion only with the approval of Bond Counsel.

Notwithstanding any other provision herein, the covenants and obligations contained herein may be and shall be deemed modified to the extent the Issuer secures an opinion of Bond Counsel that any action required hereunder is no longer required or that some further action is required in order to maintain the exclusion of interest on the Bonds from gross income for purposes of Federal income taxation.

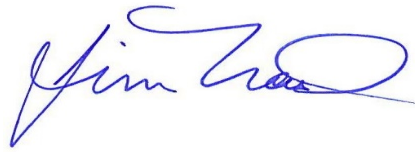
(i) Supplementation of the Certificate. The Issuer understands the need to supplement this Certificate periodically to reflect further developments in the federal income tax laws governing the exclusion from Federal gross income of interest on the Bonds and the Issuer will, periodically, seek the advice of its Bond Counsel as to the propriety of seeking the review of and supplements to this Certificate from Bond Counsel.

12. Matters Relating to Certificate.

(a) To the best of the knowledge and belief of the undersigned, the expectations of the Issuer as set forth in this Certificate are reasonable.

(b) It is intended that this Certificate meet the requirements of Section 148 of the Code and Sections 1.148-0 through -11 of the Treasury Regulations on Income Tax, and the terms used herein shall be construed consistently therewith. Paragraph 11 addresses additional matters under the Code in furtherance of the Issuer's tax compliance covenant in the Bond Resolution.

(c) Capitalized terms used in this Certificate have the meanings specified in this Certificate or in the Bond Resolution.



Jim Nash
Oakland County Water Resources Commissioner
Chairperson, Evergreen-Farmington Sanitary Drain
Drainage Board

Dated: September 5, 2025

*Nonarbitrage and Tax Compliance Certificate – Signature Page
Evergreen-Farmington Sanitary Drain Drainage District
Evergreen-Farmington Sanitary Drain Bonds, Series 2025*

4937-8693-6405 v2 [9007-456]

EXHIBIT A

MEMORANDUM

TO: Evergreen-Farmington Sanitary Drain Drainage District, Oakland County, Michigan (the “Issuer”)

FROM: Dickinson Wright PLLC (“Bond Counsel”)

RE: \$9,355,000 Evergreen-Farmington Sanitary Drain Bonds, Series 2025 (the “Bonds”)

DATE: September 5, 2025

This Memorandum specifies procedures designed to comply with the provisions of Section 148(f) of the Internal Revenue Code of 1986, as amended (the “Code”), relating to the rebating of arbitrage earnings to the United States so as to establish and maintain the exclusion of the interest on the Bonds from gross income for purposes of federal income taxation. Compliance with these procedures by the Issuer is mandated by the Issuer’s tax covenants in Section 24 of the Bond Resolution. All terms and references from the Issuer’s Nonarbitrage and Tax Compliance Certificate dated as of even date herewith relating to the Bonds are hereby incorporated by reference.

1. Rebate Requirements.

An amount equal to the sum of the excess of the aggregate amount earned from the Issue Date on all nonpurpose investments to which gross proceeds of the Bonds are allocated as described herein over the amount that would have been earned if the yield on such nonpurpose investments had been equal to the yield on the Bonds, plus any income attributable to such excess, must be calculated as described in Section 4 of this Memorandum, and must be paid to the United States as described in Section 4 hereof by the Issuer. Nonpurpose investments for this purpose include investments of gross proceeds of the Bonds in the Construction Fund and the Principal and Interest Fund. For purposes of this Memorandum, all amounts in the Construction Fund and the Principal and Interest Fund are treated as gross proceeds of the bonds.

2. Exceptions to Rebate Requirements.

(a) Bona Fide Debt Service Fund. Earnings from the investment of amounts in the Principal and Interest Fund are not subject to the rebate requirements of Section 1 of this Memorandum, unless such amounts set aside in the Principal and Interest Fund do not satisfy the requirements of paragraph 6 of the Nonarbitrage and Tax Compliance Certificate in that Bond Year.

(b) Spending Exceptions.

(1) 6-Month Exception. The rebate requirements of Section 1 will be considered to have been satisfied with respect to the gross proceeds of the Bonds if all gross proceeds of the Bonds are allocated to expenditures for the governmental purposes of the Bonds within the 6-month period beginning on the Issue Date. The 6-month period is extended for an additional 6 months if all gross proceeds are expended within the initial 6-month period except for a failure to spend an amount not exceeding 5 percent of the proceeds of the Bonds. Solely for purposes of determining whether all gross proceeds are allocated to expenditures within the initial 6-month period (as extended, if applicable), the gross proceeds do not include (i) amounts in the Principal and Interest Fund that qualify for the exception described in subparagraph (a) above, and (ii) subsequently arising gross proceeds described in Section 3 of this Memorandum that arise more than 6 months after the Issue Date. The rebate requirements of Section 1 apply to the amounts described in the foregoing clauses (i) and (ii), notwithstanding the 6-month spending exception (subject, however, to the other exceptions described in this Section 2).

(2) 18-Month Exception. The rebate requirements of Section 1 will be considered to have been satisfied with respect to the gross proceeds of the Bonds if all gross proceeds of the Bonds are allocated to expenditures for the governmental purposes of the Bonds in accordance with the following schedule measured from the Issue Date:

- (i) At least 15 percent within 6 months;
- (ii) At least 60 percent within 12 months; and
- (iii) 100 percent within 18 months, except that a reasonable retainage (not to exceed 5 percent of the net sale proceeds of the Bonds) may be allocated to such expenditures within 30 months.

Solely for purposes of determining whether all gross proceeds of the Bonds are allocated to expenditures in accordance with the foregoing schedule, the gross proceeds do not include (i) amounts in the Principal and Interest Fund that qualify for the exception described in subparagraph (a) above and (ii) subsequently arising gross proceeds of the Bonds described in Section 3 of this Memorandum that arise more than 18 months after the Issue Date. The rebate requirements apply to the amounts described in the foregoing clauses (i) and (ii), notwithstanding the 18-month spending exception (subject, however, to the other exceptions described in this Section 2).

(3) 2-Year Exception. The rebate requirements of Section 1 will be considered to have been satisfied with respect the available construction proceeds of the Bonds, if (i) at least 75 percent of the available construction proceeds of the Bonds is used for construction expenditures with respect to property that is to be owned by a state or local governmental unit or 501(c)(3) organization, and (ii) at least 10 percent of the available construction proceeds of the Bonds is spent for the governmental purpose of the Bonds within 6 months of the Issue Date, at least 45 percent within 12 months of the Issue Date, at least 75 percent within 18 months of the Issue Date, 100 percent of the available construction proceeds of

the Bonds, excluding a reasonable retainage not exceeding 5 percent of the available construction proceeds of the Bonds, within 24 months of the Issue Date, and 100 percent of the available construction proceeds of the Bonds, including all retainages, within 36 months of the Issue Date. Payment of interest on the Bonds allocable to Bonds is treated for this purpose as an expenditure for the governmental purpose of the Bonds, and the payment of interest on the Bonds allocable to the Bonds that accrues before the date construction is substantially completed is treated as a construction expenditure, except to the extent properly allocable on a ratable basis to costs of acquiring or equipping, as opposed to constructing or renovating, the Project. The available construction proceeds of the Bonds include investment earnings (the actual investment earnings based on the election in paragraph 10(b) of the Nonarbitrage and Tax Compliance Certificate) with respect to investments in the Construction Fund. The rules with respect to the 2-year exception are set forth in Treas. Reg. §1.148-7(e). The rebate requirements apply to all gross proceeds of the Bonds as described in Section 1 of this Memorandum other than the available construction proceeds of the Bonds, notwithstanding the 2-year spending exception (subject, however, to the other exceptions described in this Section 2); provided, however, that the rebate requirements do not apply to the portion of the proceeds of the Bonds in the Construction Fund that is used to pay issuance costs if that portion is expended within 24 months of the Issue Date.

(4) Effect of Prepayments. In determining whether gross proceeds have been properly allocated to expenditures, a prepayment is treated as an investment, and not as an expenditure, if a principal purpose for prepaying is to receive an investment return from the time the prepayment is made until the time payment otherwise would be made. However, a prepayment is treated as an expenditure, and not as an investment, if (i) prepayments on substantially the same terms are made by a substantial percentage of persons who are similarly situated to the Issuer but who are not beneficiaries of tax-exempt financing, (ii) the prepayment is made within 90 days of the reasonably expected date of delivery of all of the property or services for which the prepayment is made, or (iii) the prepayment meets certain special rules that are applicable only to State and local government natural gas and electric utilities.

(5) Spending Exceptions Not Mandatory. The 6-month, 18-month and 2-year spending exceptions are not mandatory. For example, in computing the rebate requirements with respect to any investments allocable to subsequently arising gross proceeds described in Section 3 of this Memorandum, you may include investments allocable to gross proceeds of the Bonds in the Construction Fund, even if a spending exception applies.

(6) Accounting for Expenditures; 18-Month Rule. For purposes of the spending exceptions, and for purposes of determining the dates of receipts on nonpurpose investments for the purposes described in Section 4(c)(2) of this Memorandum, you may use any reasonable accounting method for allocating funds from different sources to expenditures for the cost of the Project and costs of issuing the Bonds, including any of the following methods, if consistently applied: a specific tracing method; a gross proceeds spent first method; a first-in, first-out method; or a ratable allocation method. However, an allocation of gross proceeds of the Bonds to an expenditure must involve a current outlay of cash occurring not later than 5 banking days after the date as of which the allocation of gross proceeds to the expenditure is made. You must account for the allocation of proceeds to expenditures not later than 18 months after the later of the date the expenditure is paid or the date the Project is placed in service. This

allocation must be made in any event by the date 60 days after the First Required Payment Date (as defined in Section 4(a) of this Memorandum). If you do not maintain books and records sufficient to establish that a particular allocation method was used, you will be deemed to have used a specific tracing method. For example, if you requisition the Construction Fund periodically for reimbursement of the cost of the Project and costs of issuing the Bonds that you have paid since the last requisition, you may treat Bond proceeds as having been expended either on the date on which you paid a contractor (simultaneously “deallocating” a corresponding amount in the Construction Fund from Bond proceeds) or on the date of the reimbursement. However, unless you establish within the 18-month period accounting records indicating that Bond proceeds were allocated to expenditures on the date of each contractor payment, the Bond proceeds will probably not be deemed to have been expended until the requisition date, which is a specific tracing method.

3. Subsequently Arising Gross Proceeds. While it may not be anticipated that amounts other than the amounts described in Section 1 hereof will be deemed gross proceeds of the Bonds, if any amounts do become gross proceeds of the Bonds in the future (for example, upon a receipt of sale or insurance proceeds upon the sale or destruction of the Project and deposit of those proceeds in the Principal and Interest Fund such that the conditions of the exception described in 2(a) of this Memorandum will not be met), the excess of the actual aggregate amount earned on such resulting gross proceeds over the amount that would have been earned if the resulting proceeds of the Bonds had been invested at a yield equal to the yield on the Bonds, plus any income attributable to such excess, must also be rebated to the United States.

4. Rebate Procedures.

(a) Computation Dates.

The procedures for satisfying the statutory rebate requirements under Section 148(f) of the Code described in Section 1 above are set forth in final regulations at Treas. Reg. §§1.148-0 through -11 published in the Federal Register on June 18, 1993, as amended (the “Arbitrage Regulations”). In order to satisfy the minimum procedural requirements of the Arbitrage Regulations, you must compute the amount required to be paid to the United States as of the last day of each fifth Bond Year and as of the date on which the Bonds are finally retired, i.e., assuming that the Bonds remain outstanding to maturity, as of September 30, 2029, September 30, 2034, September 30, 2039, September 30, 2044, and October 1, 2046 (each a “Computation Date”).¹ The period between two successive Computation Dates (or between the Issue Date and the first Computation Date) is referred to in this Memorandum as a “Computation Period”).

¹ A “Bond Year” is any consistently applied annual period designated by you. The first and last Bond Years may be short periods. This Memorandum assumes that you will choose to designate a Bond Year coinciding with the Issuer’s fiscal year. You may also make more frequent provisional computations, e.g., as of the last day of each Bond Year, beginning September 30, 2025, and treat the date of each such computation as an additional “Computation Date.” Annual computations are generally advisable and may be required by accounting standards relating to disclosure of contingent liabilities.

Under the Code and the Arbitrage Regulations, the first rebate installment payment must be made for a Computation Date that is not later than 5 years after the Issue Date (the “First Required Payment Date”). Subsequent rebate installment payments must be made for respective Computation Dates each of which is not later than 5 years after the previous Computation Date for which an installment payment was made (subsequent “Required Payment Dates”). In this case, the First Required Payment Date is September 30, 2029, and the subsequent Required Payment Dates, assuming that the Bonds remain outstanding to maturity, are September 30, 2034, September 30, 2039, September 30, 2044, and October 1, 2046². Each rebate payment must be made no later than 60 days after the Required Payment Date to which it relates, and, if made within that 60-day period, is treated as made on that Required Payment Date.

(b) Yield on the Bonds.

The yield on the Bonds is 2.4998768% per annum, based on semiannual compounding and a 360-day year composed of twelve 30-day months, as shown in paragraph 7 of the Nonarbitrage and Tax Compliance Certificate. That yield applies for all purposes of this Memorandum and may not be recomputed to take into account any subsequent events, including, without limitation, any early redemption or any after-acquired credit enhancement. An exception exists only in the case of a transfer, waiver, modification, or similar transaction with respect to any right that is part of the terms of a bond of the Bonds or is otherwise associated with a bond of the Bonds (e.g., a redemption right), in a transaction that is separate and apart from the original sale of the Bonds. Notwithstanding the foregoing, an interest rate swap or other hedge transaction could cause the Bonds to be treated as a variable yield issue, which would require a redetermination of the yield as of each Computation Date.

(c) Payments and Receipts on Nonpurpose Investments.

You should establish a bookkeeping system for recording all payments and receipts on nonpurpose investments of amounts treated as gross proceeds of the Bonds as described above. The following special rules apply with respect to payments and receipts on nonpurpose investments:

(1) Payments. The following payments are taken into account in the rebate computation: (i) amounts actually or constructively paid to acquire a nonpurpose investment (or treated as paid to a commingled fund); (ii) for a nonpurpose investment that is first allocated to the Bonds on a date after it is actually acquired (e.g., an investment that becomes allocated to the Bonds on the Issue Date), or that becomes subject to the rebate

² You may also treat an earlier Computation Date as the First Required Payment Date. For example, you may treat September 30, 2025 as the first Required Payment Date, in which case the remaining Required Payment Dates, assuming that the Bonds remain outstanding to maturity, would be September 30, 2030, September 30, 2035, September 30, 2040, September 30, 2045, and October 1, 2046.

requirement with respect to the Bonds on a date after it is actually acquired (same example), the fair market value of the investment on that date; (iii) for a nonpurpose investment that was allocated to the Bonds at the end of the preceding Computation Period, an amount equal to the value of that investment at the beginning of the Computation Period; (iv) on the last day of each Bond Year during which there are amounts allocated to the Bonds that are subject to the rebate requirement, and on the final maturity date (including a date on which all of the Bonds are redeemed prior to maturity), a computation credit of \$1,000³; and (v) any yield reduction payments on nonpurpose investments made pursuant to Treas. Reg. §1.148-5(c).⁴

(2) Receipts. The following receipts are taken into account in the rebate computation: (i) amounts actually or constructively received from a nonpurpose investment (including amounts treated as received from a commingled fund), such as earnings and return of principal; (ii) for an investment that ceases to be allocated to the Bonds before its disposition or redemption date (e.g., in the case of a partial refunding of the Bonds) or that ceases to be subject to the rebate requirement on a date earlier than its disposition or redemption date (e.g., an investment transferred to the Principal and Interest Fund), the fair market value of that nonpurpose investment on that date; and (iii) for a nonpurpose investment that is held at the end of a Computation Period, the value of that investment at the end of that Computation Period.

(3) Value of Investments. The value of an investment (including a payment or receipt on the investment) on a date must be determined using one of the following valuation methods:

(i) Outstanding Principal Amount. A “plain par investment” may be valued at its outstanding stated principal amount, plus any accrued unpaid interest. A “plain par investment” is defined with particularity in the Arbitrage Regulations and generally includes any conventional investment not issued with an original issue discount or premium exceeding 2 percent or acquired with a market discount or premium exceeding 2 percent.

(ii) Present Value. A fixed rate investment may be valued at its present value. Yield-restricted investments must be valued at their present value.

(iii) Fair Market Value. Except for yield-restricted investments, any investment may be valued at its fair market value, as more particularly described in Section 5 of this Memorandum (certain other exceptions apply that are not expected to be applicable to the Bonds).

³ Under proposed regulations issued September 26, 2007, the \$1,000 computation credit would increase to \$1,400, further increased by a cost of living adjustment. Issuers may currently apply this proposed change to bond years ending after September 26, 2007.

⁴ Treas. Reg. §1.148-5(c) permits certain yield restriction requirements with respect to gross proceeds of a bond issue to be satisfied by making periodic yield reduction payments, similar to rebate payments, to the United States. Yield reduction payments have the effect of reducing the amount of rebatable arbitrage, as described here.

(4) Qualified Administrative Costs. Qualified administrative costs are taken into account in determining payments and receipts on nonpurpose investments (i.e., as increasing payments or decreasing receipts). Qualified administrative costs are reasonable, direct administrative costs, other than carrying costs, such as separately stated brokerage or selling commissions, but not legal and accounting fees, record keeping, custody, and similar costs. General overhead costs and similar indirect costs such as employee salaries and office expenses are not qualified administrative costs (except in the case of investments in regulated investment companies, which may pass through such indirect costs). Costs associated with computing the rebate amount also are not qualified administrative costs. In general, administrative costs are not reasonable unless they are comparable to administrative costs that would be charged for the same investment or a reasonably comparable investment if acquired with a source of funds other than gross proceeds of tax-exempt bonds. A broker's commission or similar fee with respect to a guaranteed investment contract or investments purchased for a yield restricted defeasance escrow is reasonable to the extent that (i) the amount of the fee that the Issuer treats as a qualified administrative cost does not exceed the lesser of (A) \$30,000 and (B) 0.2% of the computation base or, if more, \$3,000, and (ii) for the Bonds, the Issuer does not treat as qualified administrative costs more than \$85,000 in brokers' commissions or similar fees with respect to all guaranteed investment contracts and investments for yield restricted defeasance escrows purchased with gross proceeds of the Bonds. The "computational base" is (i) for a guaranteed investment contract, the amount of gross proceeds the Issuer reasonably expects, as of the date the contract is acquired, to be deposited in the guaranteed investment contract over the term of the contract, and (ii) for investments (other than guaranteed investment contracts) to be deposited in a yield restricted defeasance escrow, the amount of gross proceeds initially invested in those investments. Certain cost of living adjustments described in Treas. Reg. §1.148-5(e)(2)(iii)(B)(3) apply to the foregoing dollar amounts.

(d) Computation of Rebate Amount.

The rebate amount with respect to the Bonds as of each Computation Date is equal to the excess of the future value, as of that date, of all receipts on nonpurpose investments over the future value, as of that date, of all payments on nonpurpose investments. The future value is determined using the economic accrual method (i.e., compounding interest at the end of each compounding period) and equals the value of the payment or receipt when it is paid or received (or treated as paid or received), plus interest assumed to be earned and compounded over the period at a rate equal to the yield on the Bonds, compounding semiannually and calculating interest consistently with the Bonds.

(e) Payments to the United States.

(1) Amount of Payments. The amount required to be paid to the United States within 60 days after the First Required Payment Date is equal to 90 percent of the rebate amount as of the First Required Payment Date. The amount required to be paid to the United States within 60 days after each succeeding Required Payment Date, except the final Required Payment Date, is equal to the amount that, when added to the future value (determined as described in (d) above, as of that Required Payment Date, of previous rebate payments made for the Bonds (treating such payments as made on the respective Required Payment Dates to which they relate, if the payments were timely), is equal to 90 percent of the rebate amount as of

that Required Payment Date. The amount required to be paid to the United States within 60 days after the final Required Payment Date is equal to the amount that, when added to the future value, as of the final Required Payment Date, of previous rebate payments made for the Bonds, is equal to 100 percent of the rebate amount as of the final Required Payment Date. There is no provision for rounding of payments.

(2) Where and How to Make Payments. Each payment to the United States should be filed with the Internal Revenue Service Center, Ogden, Utah 84201, accompanied by Form 8038-T.

5. Fair Market Value.

(a) In General. The fair market value of an investment is the price at which a willing buyer would purchase the investment from a willing seller in a bona fide, arm's-length transaction. Fair market value generally is determined on the date on which a contract to purchase or sell the nonpurpose investment becomes binding (i.e., the trade date rather than the settlement date). Except as provided below for certificates of deposit and guaranteed investment contracts, an investment that is not of a type that is traded on an established securities market is rebuttably presumed to be acquired or disposed of for a price that is not equal to its fair market value.

(b) Certificates of Deposit. The purchase price of a certificate of deposit that has a fixed interest rate, a fixed payment schedule, and a substantial penalty for early withdrawal is treated as its fair market value on the purchase date if the yield on the certificate of deposit is not less than (i) the yield on reasonably comparable direct obligations of the United States and (ii) the highest yield that is published or posted by the provider to be currently available from the provider on reasonably comparable certificates of deposit offered to the public.

(c) Guaranteed Investment Contracts and Investments Purchased for Yield Restricted Defeasance Escrows. The purchase price of a guaranteed investment contract (which includes any nonpurpose investment that has specifically negotiated withdrawal or reinvestment provisions and a specifically negotiated interest rate, and also includes any agreement to supply investments on two or more future dates, e.g., a forward supply contract) and the purchase price of an investment purchased for a yield restricted defeasance escrow is treated as its fair market value of the investment if all of the following requirements are satisfied:

(1) The Issuer makes a bona fide solicitation for the purchase of the investment. A bona fide solicitation is a solicitation that satisfies all of the following requirements:

(i) The bid specifications are in writing and are timely forwarded to potential providers.

(ii) The bid specifications include all material terms of the bid. A term is material if it may directly or indirectly affect the yield or the cost of the investment.

(iii) The bid specifications include a statement notifying potential providers that submission of a bid is a representation that the potential provider did not con-

sult with any other formal or informal agreement that the potential provider has with the issuer or any other person (whether or not in connection with the bond issue), and that the bid is not being submitted solely as a courtesy to the Issuer or any other person for purposes of satisfying the requirements of paragraph (2)(i) or (ii) below.

(iv) The terms of the bid specifications are commercially reasonable. A term is commercially reasonable if there is a legitimate business purpose for the term other than to increase the purchase price or reduce the yield of the investment. For example, for solicitations of investments for a yield restricted defeasance escrow, the hold firm period must be no longer than the issuer reasonably requires.

(v) For purchases of guaranteed investment contracts only, the terms of the solicitation take into account the Issuer's reasonably expected deposit and draw-down schedule for the amounts to be invested.

(vi) All potential providers have an equal opportunity to bid. For example, no potential provider is given the opportunity to review other bids (i.e., a last look) before providing a bid.

(vii) At least three reasonably competitive providers are solicited for bids. A reasonably competitive provider is a provider that has an established industry reputation as a competitive provider of the type of investments being purchased.

(2) The bids received by the Issuer meet all of the following requirements:

(i) The Issuer receives at least three bids from providers that the Issuer solicited under a bona fide solicitation meeting the requirements of paragraph (1) above and that do not have a material financial interest in the Bonds. The lead underwriter is deemed to have a material financial interest in the Bonds until 15 days after the Issue Date. In addition, any entity acting as a financial advisor with respect to the purchase of the investment at the time the bid specifications are forwarded to potential providers has a material financial interest in the Bonds. A provider that is a related party to a provider that has a material financial interest in the Bonds is deemed to have a material financial interest in the Bonds.

(ii) At least one of the three bids described in subparagraph (i) above is from a reasonably competitive provider, within the meaning of paragraph (1)(vii) above.

(iii) If the Issuer uses an agent to conduct the bidding process, the agent did not bid to provide the investment.

(3) The winning bid meets the following requirements:

(i) Guaranteed Investment Contracts. If the investment is a guaranteed investment contract, the winning bid is the highest yielding bona fide bid (determined net of any broker's fees).

(ii) Other Investments. If the investment is not a guaranteed investment contract, the following requirements are met:

(A) The winning bid is the lowest cost bona fide bid (including any broker's fees). The lowest cost bid is either the lowest cost bid for the portfolio or, if the Issuer compares the bids on an investment-by-investment basis, the aggregate cost of a portfolio comprised of the lowest cost bid for each investment. Any payment received by the Issuer from a provider at the time a guaranteed investment contract is purchased (e.g., an escrow float contract) for a yield restricted defeasance escrow under a bidding procedure meeting the requirements of this subsection (c) is taken into account in determining the lowest cost bid.

(B) The lowest cost bona fide bid (including any broker's fees) is not greater than the cost of the most efficient portfolio comprised exclusively of State and Local Government Series Securities from the United States Department of the Treasury, Bureau of Public Debt. The cost of the most efficient portfolio of State and Local Government Series Securities is to be determined at the time that bids are required to be submitted pursuant to the terms of the bid specifications.

(C) If State and Local Government Series Securities from the United States Department of the Treasury, Bureau of Public Debt are not available for purchase on the day that bids are required to be submitted pursuant to terms of the bid specifications because sales of those securities have been suspended, the cost comparison under (B) above is not required.

(4) The provider of the investments or the obligor on the guaranteed investment contract certifies the administrative costs that it pays (or expects to pay, if any) to third parties in connection with supplying the investment.

(5) The Issuer retains the following records with the bond documents until three years after the last outstanding Bond is redeemed:

(i) For purchases of guaranteed investment contracts, a copy of the contract, and for purchases of investments other than guaranteed investment contracts, the purchase agreement or confirmation.

(ii) The receipt or other record of the amount actually paid by the Issuer for the investments, including a record of any administrative costs paid by the Issuer, and the certification under paragraph (4) above.

(iii) For each bid that is submitted, the name of the person and entity submitting the bid, the time and date of the bid, and the bid results.

(iv) The bid solicitation form and, if the terms of the purchase agreement or the guaranteed investment contract deviated from the bid solicitation form or a submitted bid is modified, a brief statement explaining the deviation and stating the purpose for the deviation. For example, if the Issuer purchases a portfolio of investments for a yield restricted defeasance escrow and, in order to satisfy the yield restriction requirements of Section 148 of

the Code, an investment in the winning bid is replaced with an investment with a lower yield, the Issuer must retain a record of the substitution and how the price of the substitute investment was determined. If the Issuer replaces an investment in the winning bid portfolio with another investment, the purchase price of the new investment is not covered by the safe harbor unless the investment is bid under a bidding procedure meeting the requirements of this subsection (c).

(v) For purchases of investments other than guaranteed investment contracts, the cost of the most efficient portfolio of State and Local Government Series Securities, determined at the time that the bids were required to be submitted pursuant to the terms of the bid specifications.

6. Modification of Requirements. None of the requirements of this Memorandum need be observed if the Issuer receives an opinion or opinions of nationally recognized bond counsel, in form and substance reasonably satisfactory to the Issuer, that the failure to observe the procedures set forth in this Memorandum will not cause the Bonds to become arbitrage bonds under Section 148 of the Code or otherwise adversely affect the exclusion of interest on the Bonds from the gross income of the owners thereof for purposes of federal income taxation. Conversely, it may become necessary in the future to follow additional or modified procedures described in the writing by nationally recognized bond counsel in order to ensure that the interest on the Bonds will not be included in gross income for purposes of federal income taxation.

Please call us from time to time if you have questions relating to arbitrage rebate rules and procedures.

4899-4187-4517 v2 [9007-456]

Certificate of Chairperson of Drainage Board

I hereby certify that:

1. That I am the duly elected Water Resources Commissioner of the County of Oakland in the State of Michigan and that I am the Chairperson of the Drainage Board for the Evergreen-Farmington Sanitary Drain.

2. That the Evergreen-Farmington Sanitary Drain Drainage District (the "Drainage District") has been established as an intra-county drainage district pursuant to the provisions of Chapter 20 of Act No. 40, Public Acts of Michigan, 1956, as amended.

3. That the foregoing is a true and complete transcript of all of the proceedings and records of the Drainage Board for the Evergreen-Farmington Sanitary Drain and the Board of Commissioners of the County of Oakland, relating to the issuance and sale by the Drainage District of \$9,355,000 Evergreen-Farmington Sanitary Drain Bonds, Series 2025 (the "Bonds"), that said proceedings have not been rescinded, amended or modified in any manner whatsoever and that the time for reconsideration of such proceedings or filing notice thereof has expired.

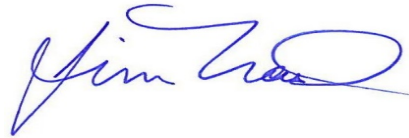
4. At the time of the taking of the various proceedings contained in the foregoing transcript, the persons named therein as being members of the Evergreen-Farmington Sanitary Drain Drainage Board were the duly qualified and acting members of said Board.

5. The signatures of Jim Nash and Gwen Markham appearing on the Bonds are those of the Chairperson and a Member of the Evergreen-Farmington Sanitary Drain Drainage Board.

6. To my knowledge, no litigation of any nature is now pending, or threatened, seeking to restrain or enjoin the issuance and delivery by the Drainage District of the Bonds or the imposition of the special assessments by the Drainage District against the Village of Beverly Hills, the Village of Bingham Farms, the Charter Township of Bloomfield, the City of Farmington, the City of Lathrup Village, the City of Southfield and the Charter Township of West Bloomfield, the imposition and collection of taxes by the public corporations assessed to pay the principal of and interest on the special assessments, or in any manner questioning the proceedings and authority under which the Bonds are issued, or the validity of the Bonds; neither the corporate existence or boundaries of the Drainage District nor the title of the present officers of the Drainage District to their respective offices is being contested; and no authority or proceedings for the issuance of the Bonds has been annulled, repealed, revoked, rescinded or amended.

7. The Bonds, in the aggregate principal amount of \$9,355,000, were delivered to the Michigan Finance Authority (the “Authority”), the purchaser thereof, on this date, and that the Authority has fully complied with its contract for the purchase of the Bonds.

8. I am the Chief Administrative Officer for the Drainage District, am aware of the information included in the filing of the Security Report, Form 3892, to be filed with the Michigan Department of Treasury following issuance of the Bonds and assert that the filing is complete and accurate in all respects.



Jim Nash
Water Resources Commissioner
Chairperson, Evergreen-Farmington Sanitary
Drain Drainage Board

Dated: September 5, 2025

September 5, 2025

Evergreen-Farmington Sanitary
Drain Drainage District
County of Oakland, Michigan

Michigan Finance Authority
Lansing, Michigan

Ladies and Gentlemen:

We have acted as bond counsel to the Evergreen-Farmington Sanitary Drain Drainage District, County of Oakland, Michigan (the "Issuer") in connection with the issuance of its Evergreen-Farmington Sanitary Drain Bonds, Series 2025, in the principal amount of \$9,355,000 (the "Bonds"). In such capacity, we have examined the law and such certified proceedings, certifications, and other documents as we have deemed necessary to render this opinion.

As to questions of fact material to our opinion we have relied upon certified proceedings and other certifications of public officials and others furnished to us without undertaking to verify the same by independent investigation.

Based upon the foregoing, we are of the opinion, under existing law, as follows:

1. The Bonds have been duly authorized, executed and delivered, and are valid and legally binding obligations of the Issuer enforceable in accordance with their terms, payable from collections of the special assessments against the Village of Beverly Hills, the Village of Bingham Farms, the Charter Township of Bloomfield, the City of Farmington, the City of Lathrup Village, the City of Southfield and the Charter Township of West Bloomfield (collectively, the "Public Corporations") on Special Assessment Roll No. 2-A for the Evergreen-Farmington Sanitary Drain.
2. The full faith and credit of the Issuer and the County of Oakland have been pledged for the payment of the principal of and interest on the Bonds when due.
3. Each of the Public Corporations is obligated to levy ad valorem taxes upon all taxable property within its limits in amounts sufficient to pay the assessment against it, with interest, as the same shall become due. In addition, by reason of its pledge of full faith and credit as recited in the Bonds, the County of Oakland is authorized and obligated to levy ad valorem taxes upon all taxable property within its limits in amounts sufficient to provide funds to advance to the Issuer in the event any of the Public Corporations shall fail or neglect to pay any special

Evergreen-Farmington Sanitary Drain Drainage District
Michigan Finance Authority
September 5, 2025
Page 2

assessment installment and interest when due. Taxes levied by each of the Public Corporations are subject to applicable constitutional, statutory and charter tax limitations.

4. The Bonds and the interest thereon are exempt from all taxation by the State of Michigan or a political subdivision thereof, except estate taxes and taxes on gains realized from the sale, payment or other disposition thereof.

5. The interest on the Bonds is excludable from gross income for federal income tax purposes. Interest on the Bonds is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals; however, for tax years beginning after December 31, 2022, interest on the Bonds included in adjusted financial statement income of certain corporations is not excluded from the federal corporate alternative minimum tax. The opinion set forth in the first sentence of this paragraph is subject to the condition that the Issuer comply with all requirements of the Internal Revenue Code of 1986, as amended (the "Code"), that must be satisfied subsequent to the issuance of the Bonds in order that interest thereon be (or continue to be) excludable from gross income for federal income tax purposes. Failure to comply with certain of such requirements could cause the interest on the Bonds to be so included in gross income retroactive to the date of issuance of the Bonds. The Issuer has covenanted to comply with all such requirements.

6. The Purchase Contract dated August 27, 2025, between the Michigan Finance Authority (the "Authority") and the Issuer, and the Supplemental Agreement dated September 5, 2025, among the Issuer, the Authority and the State of Michigan acting through the Department of Environment, Great Lakes, and Energy ("EGLE") have been duly authorized, executed and delivered by the Issuer and (assuming the due authorization, execution and delivery thereof by the Authority and EGLE, as the case may be) are valid and legally binding obligations of the Issuer enforceable in accordance with their respective terms.

7. Based on our examination of the law and our review of the Nonarbitrage and Tax Compliance Certificate of the Issuer of even date herewith (the "Certificate"), the facts, estimates and circumstances in existence on the date of issuance of the Bonds are sufficiently set forth in the Certificate to satisfy the criteria which are necessary under Section 148 of the Code and Treasury Regulations Sections 1.148-0 through -11 to support the conclusion that the Bonds are not an "arbitrage bond." No matters have come to our attention which make unreasonable or incorrect the representations made in the Certificate.

8. The Bonds are not a "private activity bond" within the meaning of Section 141 of the Code. Except as set forth in paragraphs 5, 7 and 8 hereof, we express no opinion regarding other federal tax consequences arising with respect to the Bonds.

Evergreen-Farmington Sanitary Drain Drainage District
Michigan Finance Authority
September 5, 2025
Page 3

It is understood that the rights of the holders of the Bonds and the enforceability thereof and of the Purchase Contract and the Supplemental Agreement may be subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights heretofore or hereafter enacted to the extent constitutionally applicable and that their enforcement also may be subject to the exercise of judicial discretion in appropriate cases.

This opinion is given as of the date hereof, and we assume no obligation to revise or supplement this opinion to reflect any facts or circumstances that may hereafter come to our attention or any changes in law that may hereafter occur.

Respectfully submitted,

Dickinson Wright PLLC

LMB/EAM

4908-9044-1813 v2 [9007-456]

Form **8038-G**

(Rev. October 2021)

Department of the Treasury
Internal Revenue Service**Information Return for Tax-Exempt Governmental Bonds**

► Under Internal Revenue Code section 149(e)

► See separate instructions.

Caution: If the issue price is under \$100,000, use Form 8038-GC.

► Go to www.irs.gov/F8038G for instructions and the latest information.

OMB No. 1545-0047

Part I Reporting AuthorityCheck box if Amended Return ☐

1 Issuer's name		2 Issuer's employer identification number (EIN)
County of Oakland on behalf of Evergreen-Farmington Sanitary Drain Drainage District		38-6004876
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)		3b Telephone number of other person shown on 3a
4 Number and street (or P.O. box if mail is not delivered to street address)		5 Report number (For IRS Use Only)
One Public Works Drive, Building 95 West		3
6 City, town, or post office, state, and ZIP code		7 Date of issue
Waterford, Michigan 48328-1907		09/05/2025
8 Name of issue		9 CUSIP number
Evergreen-Farmington Sanitary Drain Bonds, Series 2025		None
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information		10b Telephone number of officer or other employee shown on 10a
Jim Nash, Water Resources Commissioner and Chairperson of Drainage Board		(248) 858-0958

Part II Type of Issue (Enter the issue price.) See the instructions and attach schedule.

11 Education	11	
12 Health and hospital	12	
13 Transportation	13	
14 Public safety	14	
15 Environment (including sewage bonds)	15	\$9,355,000.00
16 Housing	16	
17 Utilities	17	
18 Other. Describe ►	18	
19a If bonds are TANs or RANs, check only box 19a	☐	
b If bonds are BANs, check only box 19b	☐	
20 If bonds are in the form of a lease or installment sale, check box	☐	

Part III Description of Bonds. Complete for the entire issue for which this form is being filed.

	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	10/01/2046	\$ 9,355,000.00	\$ 9,355,000.00	12.392 years	2.4998768 %

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)

22 Proceeds used for accrued interest	22	-0-
23 Issue price of entire issue (enter amount from line 21, column (b))	23	\$9,355,000.00
24 Proceeds used for bond issuance costs (including underwriters' discount)	24	57,080.00
25 Proceeds used for credit enhancement	25	-0-
26 Proceeds allocated to reasonably required reserve or replacement fund	26	-0-
27 Proceeds used to refund prior tax-exempt bonds. Complete Part V	27	-0-
28 Proceeds used to refund prior taxable bonds. Complete Part V	28	-0-
29 Total (add lines 24 through 28)	29	57,080.00
30 Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30	9,297,920.00

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.

31 Enter the remaining weighted average maturity of the tax-exempt bonds to be refunded	years
32 Enter the remaining weighted average maturity of the taxable bonds to be refunded	years
33 Enter the last date on which the refunded tax-exempt bonds will be called (MM/DD/YYYY)	
34 Enter the date(s) the refunded bonds were issued ► (MM/DD/YYYY)	

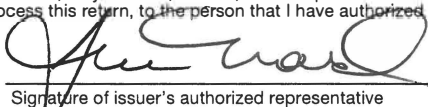
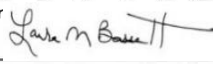
For Paperwork Reduction Act Notice, see separate instructions.

Cat. No. 63773S

Form **8038-G** (Rev. 10-2021)

Part VI Miscellaneous

35	Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)	35	
36a	Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC). See instructions	36a	
b	Enter the final maturity date of the GIC ► (MM/DD/YYYY) _____		
c	Enter the name of the GIC provider ► _____		
37	Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units	37	
38a	If this issue is a loan made from the proceeds of another tax-exempt issue, check box ► ☐ and enter the following information:		
b	Enter the date of the master pool bond ► (MM/DD/YYYY) _____		
c	Enter the EIN of the issuer of the master pool bond ► _____		
d	Enter the name of the issuer of the master pool bond ► _____		
39	If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box		☐
40	If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box		☐
41a	If the issuer has identified a hedge, check here ► ☐ and enter the following information:		
b	Name of hedge provider ► _____		
c	Type of hedge ► _____		
d	Term of hedge ► _____		
42	If the issuer has superintegrated the hedge, check box		☐
43	If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box		☐
44	If the issuer has established written procedures to monitor the requirements of section 148, check box		☒
45a	If some portion of the proceeds was used to reimburse expenditures, check here ► ☐ and enter the amount of reimbursement		
b	Enter the date the official intent was adopted ► (MM/DD/YYYY) _____		

Signature and Consent	Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.				
	 Signature of issuer's authorized representative	8/19/25 Date	Jim Nash, WRC and Chair of Drainage Board Type or print name and title		
Paid Preparer Use Only	Print/Type preparer's name Laura M. Bassett	Preparer's signature 	Date 9.5.2025	Check ☐ if self-employed	PTIN P01341275
	Firm's name ► Dickinson Wright PLLC			Firm's EIN ► 28-1364333	
	Firm's address ► 2600 W. Big Beaver Road, Suite 300, Troy, MI 48084			Phone no. 248-205-5633	

CERTIFICATE OF MAILING – IRS FORM 8038-G

**County of Oakland
Evergreen-Farmington Sanitary Drain Drainage District
Evergreen-Farmington Sanitary Drain Bonds, Series 2025
Date of Issue: September 5, 2025**

The undersigned does hereby certify that on September 19, 2025, she personally mailed the foregoing IRS Form 8038-G (Information Return for Tax-Exempt Governmental Bonds) to Internal Revenue Service, Ogden, Utah 84201, by means of certified mail, return receipt requested, postage paid.

Certified Mail Receipt No.: 9589 1710 5270 0070 3461 11



Kathleen A. Metevier-Rizza

Dated: September 19, 2025

U.S. Postal Service[™] *Protekt*
CERTIFIED MAIL[®] RECEIPT
Domestic Mail Only 8038-635 8-2 9/19

For delivery information, visit our website at www.usps.com[®].

OFFICIAL USE

Certified Mail Fee \$
Extra Services & Fees (check box, add fee as appropriate)
☒ Return Receipt (hardcopy) \$
☐ Return Receipt (electronic) \$
☐ Certified Mail Restricted Delivery \$
☐ Adult Signature Required \$
☐ Adult Signature Restricted Delivery \$
Postage \$
Total Postage and Fees \$
Sent To \$

Postmark Here

Sent To Department of the Treasury
Internal Revenue Service Center
Street and Apt. No. Ogden, UT 84201
City, State, ZIP+4[®]

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

11 194E 0200 0225 0120 6956
11 194E 0200 0225 0120 6956

CERTIFIED MAIL[®]
PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT
OF THE RETURN ADDRESS, FOLD AT DOTTED LINE

9589 9402 7904 2234 0547 78

9589 0710 5270 0070 3461 11

PS Form 3811, July 2020 PSN 7530-02-000-9053

SENDER: COMPLETE THIS SECTION

■ Complete items 1, 2, and 3.
■ Print your name and address on the reverse so that we can return the card to you.
■ Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:
Department of the Treasury
Internal Revenue Service Center
Ogden, UT 84201

2. Article Number (Transfer from service label)
9589 0710 5270 0070 3461 11

3. Service Type
☒ Certified Mail[®]
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☐ Certified Mail[®] Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Priority Mail Express[®]
☐ Registered Mail[™]
☐ Registered Mail Restricted Delivery
☒ Signature Confirmation[™]
☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

COMPLETE THIS SECTION ON DELIVERY

A. Signature ☒ Agent ☐ Addressee

B. Received by (Printed Name) C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes ☐ No
If YES, enter delivery address below:

TO:

Department of the Treasury
Internal Revenue Service Center
Ogden, UT 84201

SS MAIL

UITE 300

County of Oakland

Evergreen-Farmington Sanitary Drain Bonds, Series 2025 - CWSRF 5872-01

\$9,355,000

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I
09/30/2025	-	-	-	-
09/30/2026	-	-	133,828.47	133,828.47
09/30/2027	-	-	233,875.00	233,875.00
09/30/2028	365,000.00	2.500%	229,312.50	594,312.50
09/30/2029	375,000.00	2.500%	220,062.50	595,062.50
09/30/2030	385,000.00	2.500%	210,562.50	595,562.50
09/30/2031	395,000.00	2.500%	200,812.50	595,812.50
09/30/2032	405,000.00	2.500%	190,812.50	595,812.50
09/30/2033	415,000.00	2.500%	180,562.50	595,562.50
09/30/2034	425,000.00	2.500%	170,062.50	595,062.50
09/30/2035	435,000.00	2.500%	159,312.50	594,312.50
09/30/2036	445,000.00	2.500%	148,312.50	593,312.50
09/30/2037	455,000.00	2.500%	137,062.50	592,062.50
09/30/2038	470,000.00	2.500%	125,500.00	595,500.00
09/30/2039	480,000.00	2.500%	113,625.00	593,625.00
09/30/2040	490,000.00	2.500%	101,500.00	591,500.00
09/30/2041	505,000.00	2.500%	89,062.50	594,062.50
09/30/2042	520,000.00	2.500%	76,250.00	596,250.00
09/30/2043	530,000.00	2.500%	63,125.00	593,125.00
09/30/2044	545,000.00	2.500%	49,687.50	594,687.50
09/30/2045	560,000.00	2.500%	35,875.00	595,875.00
09/30/2046	570,000.00	2.500%	21,750.00	591,750.00
09/30/2047	585,000.00	2.500%	7,312.50	592,312.50
Total	\$9,355,000.00	-	\$2,898,265.97	\$12,253,265.97

Yield Statistics

Bond Year Dollars	\$115,930.64
Average Life	12.392 Years
Average Coupon	2.5000000%
Net Interest Cost (NIC)	2.5000000%
True Interest Cost (TIC)	2.4998768%
Bond Yield for Arbitrage Purposes	2.4998768%
All Inclusive Cost (AIC)	2.5593673%

IRS Form 8038

Net Interest Cost	2.5000000%
Weighted Average Maturity	12.392 Years

R-1

**UNITED STATES OF AMERICA
STATE OF MICHIGAN
COUNTY OF OAKLAND
EVERGREEN-FARMINGTON SANITARY DRAIN DRAINAGE DISTRICT
EVERGREEN-FARMINGTON SANITARY DRAIN BOND, SERIES 2025**

<u>INTEREST RATE</u>	<u>MATURITY DATE</u>	<u>DATE OF ORIGINAL ISSUE</u>
2.50%	See attached Exhibit A	September 5, 2025

Registered Owner: Michigan Finance Authority

Principal Amount: *****\$9,355,000*****

The Evergreen-Farmington Sanitary Drain Drainage District (the "Drainage District"), County of Oakland, State of Michigan, acknowledges itself indebted to and for value received hereby promises to pay to the Registered Owner identified above, or registered assigns, the Principal Amount set forth above or so much thereof as shall have been advanced to the Drainage District pursuant to a Purchase Contract between the Drainage District and the Michigan Finance Authority (the "Authority") and a Supplemental Agreement by and among the Drainage District, the Authority and the State of Michigan acting through the Department of Environment, Great Lakes, and Energy on the maturity dates and in the amounts set forth on Exhibit A attached hereto unless redeemed prior thereto as hereinafter provided, the final payment being made upon presentation and surrender of this bond at the office of the Oakland County Treasurer, in the City of Pontiac, Michigan, the bond registrar and paying agent, or at such successor bond registrar and paying agent as may be designated pursuant to the Resolution identified below; and to pay to the Registered Owner, as shown on the registration books at the close of business on the 15th day of the calendar month preceding the month in which an interest payment is due, by check, draft, electronic transfer or other means determined by the bond registrar and paying agent, interest at the rate per annum specified above on such Principal Amount, to the extent advanced to the Drainage District pursuant to the Purchase Contract and the Supplemental Agreement until the Drainage District's obligation with respect to the payment of such Principal Amount is discharged. Interest is payable on the first days of April 1 and October 1 in each year, commencing on April 1, 2026. Principal and interest are payable in lawful money of the United States of America.

In the event of a default in the payment of principal or interest hereon when due, whether at maturity, by redemption or otherwise, the amount of such default shall bear interest (the "additional interest") at a rate equal to the rate of interest that is two percent above the Authority's cost of providing funds (as determined by the Authority) to make payment on the bonds of the Authority issued to provide funds to purchase this bond but in no event in excess of the maximum rate of interest permitted by law. The additional interest shall continue to accrue until the Authority has been fully reimbursed for all costs incurred by the Authority (as determined by the Authority)

as a consequence of the Drainage District's default. Such additional interest shall be payable on the interest payment date following demand of the Authority. In the event that (for reasons other than the default in the payment of any municipal obligation purchased by the Authority) the investment of amounts in the reserve account established by the Authority for the bonds of the Authority issued to provide funds to purchase this bond fails to provide sufficient available funds (together with any other funds that may be made available for such purpose) to pay the interest on outstanding bonds of the Authority issued to fund such account, the Drainage District shall and hereby agrees to pay on demand only the Drainage District's pro rata share (as determined by the Authority) of such deficiency as additional interest on this bond.

During the time funds are being drawn down by the Drainage District under this bond, the Authority will periodically provide the Drainage District a statement showing the amount of principal that has been advanced and the date of each advance, which statement shall constitute prima facie evidence of the reported information; provided that no failure on the part of the Authority to provide such a statement or to reflect a disbursement or the correct amount of a disbursement shall relieve the Drainage District of its obligation to pay the outstanding principal amount actually advanced, all accrued interest thereon, and any other amount payable with respect thereto in accordance with the terms of this bond.

This bond is one of a series of bonds aggregating the principal sum of Nine Million Three Hundred Fifty-Five Thousand Dollars (\$9,355,000) issued by the Drainage District under and pursuant to and in full conformity with the Constitution and Statutes of Michigan (especially Act 40, Public Acts of 1956, as amended) and a bond authorizing resolution adopted by the Drainage Board for the Drainage District (the "Resolution") for the purpose of defraying part of the cost of locating, establishing and constructing the Evergreen-Farmington Sanitary Drain. This bond is issued in anticipation of, and the principal and interest on the bonds are payable from, special assessments assessed against public corporations on Special Assessment Roll No. 2-A for the Evergreen-Farmington Sanitary Drain, which assessments are the general obligations of said public corporations, and a Supplemental Order of the Chairperson of the Drainage Board. The full faith and credit of the Drainage District have been pledged for the prompt payment of the principal of and interest on this bond as the same become due and, in addition, the full faith and credit of the County of Oakland have been pledged therefor. Taxes imposed by said public corporations and the County of Oakland are subject to constitutional tax rate limitations.

This bond is transferable, as provided in the Resolution, only upon the books of the Drainage District kept for that purpose by the bond registrar and paying agent, upon the surrender of this bond together with a written instrument of transfer satisfactory to the bond registrar and paying agent duly executed by the Registered Owner or his attorney duly authorized in writing. Upon the exchange or transfer of this bond a new bond or bonds of any authorized denomination, in the same aggregate principal amount and of the same interest rate and maturity, shall be authenticated and delivered to the transferee in exchange therefor as provided in the Resolution, and upon payment of the charges, if any, therein provided. Bonds so authenticated and delivered shall be in the denomination of \$5,000 or any integral multiple thereof not exceeding the aggregate principal amount for each maturity.

The bond registrar and paying agent shall not be required to transfer or exchange bonds or portions of bonds that have been selected for redemption.

This bond is subject to redemption prior to maturity at the option of the Drainage District and with the prior written consent of the Authority and on such terms as may be required by the Authority, in such order as shall be determined by the Drainage District, on any one or more interest payment dates. This bond may be partially redeemed in the amount of \$5,000 or any integral multiple thereof. If less than the entire principal amount of the bond maturing in any year is to be redeemed, the portion of the bond to be redeemed shall be selected by lot. The redemption price shall be the par value of the bond or portion of the bond called to be redeemed plus interest to the date fixed for redemption.

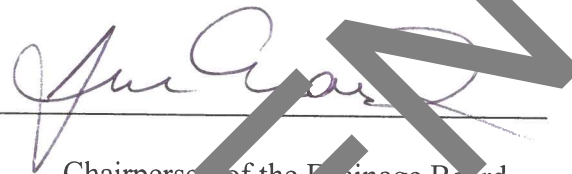
Not less than thirty days' notice of redemption shall be given to the holder of the bond called to be redeemed by mail to the registered holder at the registered address. That portion of the bond called for redemption shall not bear interest after the date fixed for redemption, provided funds are on hand with the bond registrar and paying agent to redeem the same.

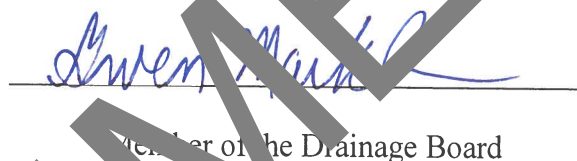
Notwithstanding any other provision of this bond, so long as the Authority is the owner of this bond, (a) this bond is payable as to principal, premium, if any, and interest at U.S. Bank Trust Company, National Association, or at such other place as shall be designated in writing to the Drainage District by the Authority (the "Authority's Depository"); (b) the Drainage District agrees that it will deposit with the Authority's Depository payments of the principal of, premium, if any, and interest on this bond in immediately available funds by 12:00 noon at least five business days prior to the date on which any such payment is due whether by maturity, redemption or otherwise; in the event that the Authority's Depository has not received the Drainage District's deposit by 12:00 noon on the scheduled day, the Drainage District shall immediately pay to the Authority as invoiced by the Authority an amount to recover the Authority's administrative costs and lost investment earnings attributable to that late payment; and (c) written notice of any redemption of this bond shall be given by the Drainage District and received by the Authority's Depository at least 40 days prior to the date on which such redemption is to be made.

It is hereby certified, recited and declared that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of the bonds of this series, existed, have happened and have been performed in due time, form and manner as required by law, and that the total indebtedness of said Drainage District, including the series of bonds of which this bond is one, does not exceed any constitutional or statutory limitation.

IN WITNESS WHEREOF, the Evergreen-Farmington Sanitary Drain Drainage District, County of Oakland, State of Michigan, by its Drainage Board, has caused this bond to be executed in its name by the manual or facsimile signatures of the Chairperson and a member of the Drainage Board. This bond shall not be valid unless the Certificate of Authentication has been manually executed by an authorized representative of the bond registrar and paying agent.

EVERGREEN-FARMINGTON SANITARY
DRAIN DRAINAGE DISTRICT


Chairperson of the Drainage Board


Member of the Drainage Board

SPECIMEN

CERTIFICATE OF AUTHENTICATION

This bond is one of the bonds described in the within mentioned Resolution.

By: 

Treasurer, County of Oakland
Bond Registrar and Paying Agent

AUTHENTICATION DATE: September 5, 2025

SPECIMEN

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto _____
(please print or type name, address and taxpayer identification number of transferee) the within
bond and all rights thereunder and hereby irrevocably constitutes and appoints _____
attorney to transfer the within bond on the books kept for registration thereof, with full power of
substitution in the premises.

Dated: _____

Signature Guaranteed: _____

Signature(s) must be guaranteed by an eligible guarantor institution participating in a
Securities Transfer Association recognized signature guarantee program.

EXHIBIT A

Name of Issuer: EVERGREEN FARMINGTON SANITARY DRAIN
DRAINAGE DISTRICT
EGLE Project No: 5872-01
EGLE Approved Amount: \$9,355,000

Based on the schedule provided below unless revised as provided in this paragraph, repayment of principal of this bond shall be made until the full amount advanced to the Drainage District is repaid. In the event the Order of Approval issued by the Department of Environment, Great Lakes, and Energy (the "Order") approves a principal amount of assistance less than the amount of this bond delivered to the Authority, the Authority shall only disburse principal up to the amount stated in the Order. In the event (1) that the payment schedule approved by the Drainage District and described below provides for payment of a total principal amount greater than the amount of assistance approved by the Order, (2) that less than the principal amount of assistance approved by the Order is disbursed to the Drainage District by the Authority or (3) that any portion of the principal amount of assistance approved by the Order is not disbursed to the Drainage District is prepaid or forgiven, the Authority shall prepare a new payment schedule which shall be effective upon receipt by the Drainage District.

<u>MATURITY DATE</u> <u>OCTOBER 1</u>	<u>PRINCIPAL AMOUNT</u>
2027	\$365,000
2028	375,000
2029	385,000
2030	395,000
2031	405,000
2032	415,000
2033	425,000
2034	435,000
2035	445,000
2036	455,000
2037	470,000
2038	480,000
2039	490,000
2040	505,000
2041	520,000
2042	530,000
2043	545,000
2044	560,000
2045	570,000
2046	585,000

Security Report

INSTRUCTIONS: File this report within 15 business days of completing issuance of any municipal securities. Security Reports and supporting documentation are to be uploaded online and shall be submitted together as a single .pdf file. The name of the file should be the six-digit MuniCode followed by "3892SecRpt." For example: 3320203892SecRpt.pdf. We will no longer accept Security Reports that are missing supporting documentation or do not provide an explanation as to why the supporting documentation was not included. Those deemed incomplete may not count toward the 15-business day requirement and may result in a subsequent year denial of the municipality's Qualifying Statement.

To upload a Security Report and supporting documentation, go to **Michigan.gov/MunicipalFinance**, and click on "Security Report Upload." If not already acquired, users must obtain a new user ID and password by clicking on the "Request Access New User" link on the login page. An instruction link will be available should you require additional assistance. Once logged in and on the form submission page, select from the dropdown menus your County, Municipality Type, and Municipality, and for Form select Security Report. Click on "Create Form." On the next page click on "Browse," select your single .pdf to upload, and then click on "Certify and Submit." On the subsequent page, check the box to certify that the Chief Administrative Officer is aware of the information included in the filing and has asserted to the user that the filing is complete and accurate in all respects. Click on "Submit." On the final page, click on "OK."

NOTE: The single .pdf file you provide will be posted on our publicly available Web site as submitted without changes. Do NOT include a copy of the check, banking information or other confidential information.

If a filing fee and/or late fee is due, mail through the United States Postal Service a copy of the Filing Fee Voucher and payment to Community Engagement and Finance Division, Michigan Department of Treasury, PO Box 30728, Lansing MI 48909. Direct questions to 517-335-7469 or e-mail to **Treas_MunicipalFinance@Michigan.gov**.

FILING UNDER

- ☒ Revised Municipal Finance Act, PA 34 of 2001, MCL 141.2319 (1) — Filing Fee Required (See Filing Fee Voucher)
- ☐ Revised Municipal Finance Act, PA 34 of 2001, MCL 141.2319 (2) — Filing Fee Previously Paid with Long-Term or Short-Term Borrowing Application
- ☐ Agency Finance Reporting Act, PA 470 of 2002, MCL 129.177 (7) — No Filing Fee Required

ISSUE INFORMATION

☐ Check if filing for multiple drain districts. Must attach list of individual Drain Names, Municipal Codes and Par Amounts.

Municipality (Legal) Name Evergreen-Farmington Sanitary Drain Drainage District	Municipality Code 63-7-139
---	--------------------------------------

AUTHORIZING STATUTE			AUTHORIZING STATUTE		
Public Act	Year	Section	Public Act	Year	Section
40	1956	476			

Title of Security Evergreen-Farmington Sanitary Drain Bonds, Series 2025
--

Amount of Issue \$ 9,355,000.00	Issuance Date 09/05/25	Final Maturity Date 10/01/46
---	----------------------------------	--

Date Sold 08/27/25	First Call Date 09/26/25	First Call Price % 100 %	True Interest Cost % 2.4999 %
------------------------------	------------------------------------	------------------------------------	---

Was an Exemption Required? ☒ None ☐ Rating

☐ Net Present Value Loss ☐ Discount > 10%

Purpose of Security:
For the purpose of defraying part of the cost of locating, establishing and constructing improvements to the Evergreen-Farmington Sanitary Drain.

PARTICIPANT INFORMATION — Municipalities responsible for repayment of security.***NOTE:** QS = Qualifying Statement; QSR = Qualifying Statement Reconsideration

Municipality Name	MuniCode	Participation Amount	Participation Percentage	*Most Recent QS or QSR Fiscal Year	Approved or Denied	Date of Determination
See Attachment A			%			
Oakland Cty-full faith & credit pledge	63-0-000	\$ 9,355,000.00	100 %	2024	Approved	07/10/25
			%			
			%			
			%			

SECURITY DETAILS
☐ Short-Term (maturity date is less than or equal to 372 days from the date of issuance)

☒ Long-Term (maturity date is greater than 372 days from the date of issuance)

 General Obligation: ☐ No ☒ Yes

 Primary Security Pledge: ☐ Limited Tax ☐ Unlimited Tax
☒ Other Drain assessments ☐ None

 Secondary Security Pledge: ☐ Distributable State Aid (Revenue Sharing) ☐ State School Aid
☒ Other County Full Faith and Credit ☐ None

 Source of Repayment: ☐ Bond Proceeds ☐ General Funds
☐ Grants ☐ MI Transportation Funds
☐ Rates, Fees, Charges, Lease Payments ☐ State School Aid
☐ Special Assessments ☒ Special Assessments – County Drains
☐ Distributable State Aid (Revenue Sharing) ☐ Tax
☐ Tax Increment Financing ☐ Other: _____

 Type of Sale: ☐ Competitive Bid (must include proof of publication of the Notice of Sale)
☒ Negotiated Sale/Private Placement (select one of the reasons below)
☐ Cost Savings ☐ Innovative Structure
☐ Market Volatility ☐ New Entity
☐ Below Investment Grade Rating ☐ Unusual Financing Terms
☒ Other: Sale to Michigan Finance Authority - SRF program

Sold To:		☒ Government Agency – Name: <u>Michigan Finance Authority</u>	
		☐ Other – Name: _____	
Sold At:		☒ Par	
☐ Net Original Issue Premium		Premium	Purchase Price
		Percentage %	
☐ Net Original Issue Discount		Discount	Purchase Price
		Percentage %	
Authorized by Voters: ☒ No ☐ Yes		School Bond Loan Fund Qualification: ☒ No ☐ Yes	
Special Education Funded: ☒ No ☐ Yes		Vocational Education Funded: ☒ No ☐ Yes	
Structure: ☒ Bond (select type below)			
☐ Capital Improvement			
Date Notice of Intent Published: _____			
Was a Referendum Requested: ☐ No ☐ Yes			
☐ Refunding			
☐ Net Present Value Savings:		Amount	Savings % of Bonds Refunded %
☐ Net Present Value Loss:		Amount	Loss % of Bonds Refunded %
☐ Partial:		New Money	Refunding
☐ Revenue			
☒ Other: <u>Drain Bond</u>			
☐ Note (select type below)			
☐ Bond Anticipation:		Amount of Proceeds from Long-Term Security	
☐ Revenue Anticipation:		Prior Fiscal Year Revenue Sharing	Amount of Issue as % of Revenue Sharing %
Borrowing Against:		☐ Current Fiscal Year	☐ Next Fiscal Year
☐ State Aid:		Estimated School Aid Amount	Amount of Issue as % of Est. State School Aid %
Borrowing Against:		☐ Current Fiscal Year	☐ Next Fiscal Year
☐ Tax Anticipation:		Estimated Property Tax Amount	Amount of Issue as % of Est. Property Tax %
Borrowing Against:		☐ Current Fiscal Year	☐ Next Fiscal Year
☐ Drain			
☐ Line of Credit			
Debt Structure: ☐ Serial ☒ Term ☐ Both			

Rating: Obtained for this Issuance

☐ Yes (select Agency and Rating Category):
Agency: ☐ Moody's☐ Standard & Poor's☐ Fitch☐ Kroll

Rating Category:

☐ Aaa/AAA☐ Aa/AA☐ A/A☐ Baa/BBB☐ Other: _____
☒ No (select Reason)
Reason: ☐ Credit Enhancement☐ Unlimited Tax General Obligation☐ Special Assessment☒ Sold to Government Agency☐ Rating Exemption☐ Not Applicable — Less than \$5 million☐ Not Applicable — State School Bond Loan☐ Not Applicable — PA 94 of 1933 Revenue Bond without full faith and credit pledge.Is this Issuance Excluded from Debt Limits? ☐ No☐ Yes — Provide Statutory Exclusion: _____☒ N/A (Applies to General Law Townships & Authorities Only)
 Total Long-Term Debt Outstanding (including this Issuance): _____
 (Excludes Compensated Absences, Pension or OPEB Liabilities unless a bond was issued)
Does this issuance put your municipality over its debt limit? ☒ No ☐ Yes

For the two questions below, if N/A, provide statutory exclusion:

 1) Does the first principal payment occur within five years after the date of issuance? (MCL 141.2503(1)) ☐ No ☒ Yes ☐ N/A _____

 2) Are all principal payments in any year beyond four years from the date of issuance greater than 20% of the principal payments in any subsequent year? (MCL 141.2503(1)) ☐ No ☒ Yes ☐ N/A _____

Attached Forms: If "No" is selected and the document(s) are not attached, an explanation is required. If an acceptable explanation is not provided, the Security Report may be deemed incomplete and not accepted by the Department of Treasury. Security Reports not accepted may not count toward the 15-business day requirement and may result in a subsequent year denial of the municipality's Qualifying Statement.

Copy of Municipal Security (Specimen)

☒ Yes

☐ No Explain: _____

Copy of Maturity Schedule (Must Include Principal and Interest Payment Dates, Coupons, Reoffering Yields, Reoffering Prices, Call Feature, Original Issue Premium/Discount by Maturity, Shown on Issuer's Fiscal Year)

☒ Yes

☐ No Explain: _____

Authorizing Resolution or Ordinance (Drain Order)

☒ Yes

☐ No Explain: _____

Legal Opinion regarding legality and tax status of the municipal security

☒ Yes

☐ No Explain: _____

Award Resolution, Certificate of Award, or Purchase Agreement, including a detail of the annual interest rate and call features

☒ Yes

☐ No Explain: _____

Proof of Publication of the Notice of Sale

☐ Yes

☒ No Explain: Sold directly to Michigan Finance Authority - No publication requirement

Copy of Notice of Rating(s) from recognized Rating Agency(ies)

☐ Yes

☒ No Explain: Exempt - sold to government agency

For Refunding Security, Net Present Value Savings/Loss Analysis

☐ Yes

☒ No Explain: N/A

Copy of Official Statement

☐ Yes

☒ No Explain: SEC Rule 15c2-12 doesn't require an OS for issues sold to government agency

If the box on page 1 was selected indicating a filing for multiple drain districts, did you attach a list of individual drain names, municipal codes and par amounts?

☐ Yes

☐ No Explain: _____

☒ N/A. This filing is not for multiple drain districts.

Filing Fee Voucher
Municipal Finance Filing Fees
Community Engagement and Finance Division

Instructions:	NOTE: This is only applicable if you are filing under Revised Municipal Finance Act, PA 34 of 2001, MCL 141.2319 (1). Print this voucher and remit through the United States Postal Service with check payable to "State of Michigan" to: Community Engagement and Finance Division Michigan Department of Treasury PO Box 30728 Lansing MI 48909
Submitter:	Dickinson Wright PLLC
Report – Amount and Name of Security:	Security Report: \$9,355,000 Evergreen-Farmington Sanitary Drain Bonds, Series 2025
Municipality:	Evergreen-Farmington Sanitary Drain Drainage District
Filing Fee:	\$ 1,000.00
Late Fee (if applicable):	\$ 100.00
Amount Enclosed:	\$ 1,100.00
NOTE: The filing fee is equal to 0.02% (0.0002) of the principal amount of the municipal security to be issued, but not less than \$100 and not greater than \$1,000. If the qualifying statement was filed late (more than six months after the municipality's fiscal year-end), a late fee of \$100 must be submitted with the first filing thereafter.	

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[Michigan Department of Treasury](#)

Michigan Department of Treasury

Local Unit Basic Information

County:	OAKLAND	Type:	Drain District	Local Unit Name:	Evergreen-Farmington Sanitary Drain Drainage District
Municode:	63-7-139	FY Ending:	2025	Year End Month:	9
Form ID: 139956			Instructions	FAQs	

Please do not use the browser refresh, back or forward buttons as your data may not be saved.

Attachment	Filename	Description
SECRPT_ORG	6371393892SecRpt.pdf	Please attach Security Report Form 3892 and supporting documentation.

Certification

Please provide the following:

DONE I certify that the Chief Administrative Officer is aware of the information included in this filing and has asserted to me that this is complete and accurate in all respects. It is understood

Certification

(by the CAO
and/or
myself) that
providing
false
information
for this is a
misdemeanor
pursuant to
the Michigan
Penal Code
(MCL
750.489).

**Successful
submission Sep
23 2025
7:52AM.**

**Confirmation
number:
139956**

**Please print for
your records.**

OK

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of Michigan

Filing Fee Voucher
Municipal Finance Filing Fees
Community Engagement and Finance Division

Instructions:	NOTE: This is only applicable if you are filing under Revised Municipal Finance Act, PA 34 of 2001, MCL 141.2319 (1). Print this voucher and remit through the United States Postal Service with check payable to "State of Michigan" to: Community Engagement and Finance Division Michigan Department of Treasury PO Box 30728 Lansing MI 48909
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Report – Amount and Name of Security:	Security Report: \$9,355,000 Evergreen-Farmington Sanitary Drain Bonds, Series 2025
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Amount Enclosed:	\$ 1,100.00
NOTE: The filing fee is equal to 0.02% (0.0002) of the principal amount of the municipal security to be issued, but not less than \$100 and not greater than \$1,000. If the qualifying statement was filed late (more than six months after the municipality's fiscal year-end), a late fee of \$100 must be submitted with the first filing thereafter.	

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND ON WHITE PAPER

DICKINSON WRIGHT PLLC

500 Woodward Avenue
Suite 4000
Detroit, MI 48226

JPMorgan Chase Bank, N.A.
Detroit, MI

9-32/720

Date 08/29/2025

505206

AMOUNT

\$ 1,100.00**

One Thousand One Hundred and 00/100 Dollar(s)

PAY TO
THE
ORDER
OF

State of Michigan
Community Engagement and Finance Division
Michigan Dept of Treasury, PO Box 30728
Lansing, MI 48909

VOID AFTER 180 DAYS
COUNTER SIGNATURE REQUIRED OVER
\$5,000.00



FIRST CLASS MAIL

DICKINSON WRIGHT^{PLLC}

2600 WEST BIG BEAVER ROAD, SUITE 300
TROY, MI 48084-3312

TO:

Michigan Department of Treasury
Community Engagement & Finance
P.O. Box 30728
Lansing, MI 48909

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PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT
OF THE RETURN ADDRESS, FOLD AT DOTTED LINE

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9589 0710 5270 0070 3461 28

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For delivery information, visit our website at www.usps.com®.

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Extra Services & Fees (check box, add fee as appropriate)		
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☐ Return Receipt (electronic)	\$	
☐ Certified Mail Restricted Delivery	\$	
☒ Adult Signature Required	\$	
☐ Adult Signature Restricted Delivery	\$	
Postage	\$	
Total Postage and Fees	\$	
Sent To	Michigan Dept. of Treasury	
Street and Apt.	Community Engagement & Finance	
City, State, ZIP	PO Box 30728 Lansing, MI 48909	

Postmark Here

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Michigan Dept. of Treasury
Community Engagement & Finance
PO Box 30728
Lansing, MI 48909



9590 9402 7904 2234 0547 85

2. Article Number (Transfer from service label)

9589 0710 5270 0070 3461 28

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

☒ Adult Signature
☒ Adult Signature Restricted Delivery
☒ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Insured Mail

☐ Priority Mail Express®
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☐ Registered Mail Restricted Delivery
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Mail Restricted Delivery

Domestic Return Receipt