

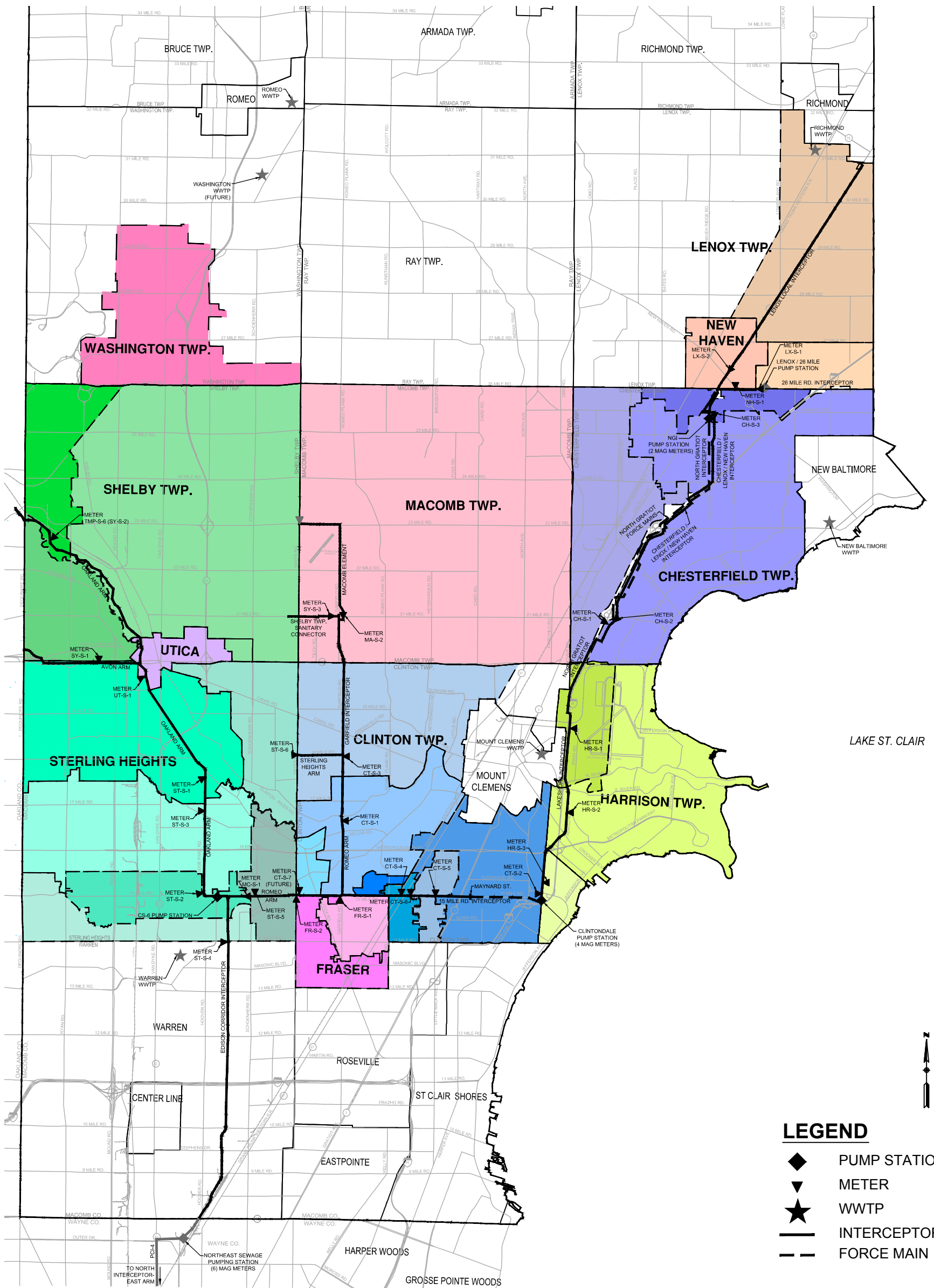
MACOMB INTERCEPTOR DRAIN
INTRA-COUNTY DRAINAGE BOARD
SEPTEMBER 13, 2021
11:00 A.M.
AGENDA

**NOTE: THIS MEETING WILL BE HELD IN PERSON WITH TELECONFERENCE
OPTION**

**Call in Number: 1-434-481-1283
Access Code: 289 083 706**

	Page
1. Call of meeting to order and roll call	
2. Approval of Agenda for September 13, 2021	3
3. Approval of Minutes for August 9, 2021	
4. Public Participation	
5. Project Updates – Stephen Downing	6
6. State Grant for continued COVID Wastewater Testing – Aquasight Phase 2 (100% Grant Funded) – Vince Astorino	16
Motion: To approve the Aquasight proposal in the amount of \$1,301,850 and authorization to sign the State grant agreement for \$1,366,943 (which also covers administrative expenses).	
7. M-59/Garfield Purchase Agreement – Brian Baker	41
Motion: Receive and File	
8. Consideration for approval of invoices (see attached)	52
9. Financial Report – Bruce Manning	54
10. Adjourn	

MACOMB INTERCEPTOR DRAIN DRAINAGE DISTRICT



LEGEND

- ◆ PUMP STATION
- ▼ METER
- ★ WWTP
- INTERCEPTOR
- - - FORCE MAIN



Candice S. Miller
 MACOMB COUNTY PUBLIC WORKS COMMISSIONER



UPDATED: FEBRUARY 2017

An adjourned meeting of the Intra-County Drainage Board for the **MACOMB INTERCEPTOR DRAIN** was held in the Office of the Macomb County Public Works Commissioner, 21777 Dunham Clinton Township, Michigan, and virtually per the State Public Act 254 of 2020, on August 9, 2021, at 10:49 A.M.

PRESENT: Candice S. Miller, Chair
Don VanSyckel, Member
Bryan Santo, Member

ALSO PRESENT: Stephen Downing, Construction & Maintenance Manager, Brian Baker, Chief Deputy, Bruce Manning, Financial Manager, Vince Astorino, Operations & Flow Manager, Kellie Kource, Drain Account Specialist, Norb Franz, Communications Manager, Dan Acciavatti, Deputy Government Relations, Denise Harwood, Fiscal Analyst, Macomb County Public Works; Sydney Hilgendorf, Sterling Heights; Ben Aloia, Attorney

The meeting was called to order by the Chair, Candice S. Miller. A motion was made by Mr. VanSyckel, supported by Mr. Santo to approve the agenda as presented.

Adopted: YEAS: 3
NAYS: 0

Minutes of the meeting of July 12, 2021 were presented. A motion was made by Mr. VanSyckel, supported by Mr. Santo to approve the minutes as presented.

Adopted: YEAS: 3
NAYS: 0

The meeting was opened to public participation, then closed, there being no comments from the public.

Mr. Downing updated the board that the temporary flume is installed for Segment 5 and they have started demolition on the lower portion of the interceptor. All shaft and tunnel work has been stopped temporarily due to issues at the Northeast Pump Station. Once the pump station is fixed, the Segment 5 work will continue.

Phase 2 grouting has moved near the Clintondale Pump Station, but is also paused until the Northeast Pump Station is back in use.

The Meter Rehab project is close to completion with the new laser flow meters being installed. Photos and video will be presented at the next board meeting.

The Segment 6 rehabilitation project notice to proceed was issued on August 6th, 2021 with work to ramp up through the month.

The Interceptor Inspection Program has been slower with in tunnel inspections, however the manhole inspections have picked up.

A motion was made by Mr. Santo, supported by Mr. VanSyckel to receive and file the project updates by Mr. Downing.

Adopted: YEAS: 3
NAYS: 0

Ms. Miller updated the board that we have a potential purchaser for the Garfield Road property for \$3.1 million.

A motion was made by Mr. Santo, supported by Mr. VanSyckel to approve the offer's basic terms, subject to MIDD's attorney and Commissioner Miller working with the Purchaser to finalize the details of a favorable Purchase Agreement for Commissioner Miller's execution and signature.

Adopted: YEAS: 3
NAYS: 0

Mr. Downing updated the board that during the bid hold period the availability and price of HOBAS increased significantly with a 20% jump. The normal difference is 1-2% which is normally absorbed by the contractor. This situation with HOBAS and trucking issues were significant enough and we have come to an agreement with Ric-Man and HOBAS for a 1/3 split per party.

A motion was made by Mr. Santo, supported by Mr. VanSyckel to approve the Change Order to Ric-Man Construction for the increased HOBAS cost for Segment 6 in a not to exceed amount of \$132,664.70.

Adopted: YEAS: 3
NAYS: 0

Mr. Astorino updated the board that we would like to keep spare parts on hand for the gates at Control Structure 3. The gates are used for approximately \$125 million of work to control flow during construction activities. If they do not work properly or break, all projects will be impacted. The lead time on certain parts can be weeks out and would mean shutting down construction projects. Our representative provided a list of parts that should be on hand to keep the gates operational.

A motion was made by Mr. Santo, supported by Mr. VanSyckel to approve the sole source procurement of necessary CS3 spare parts in case of equipment failures in the amount of \$35,230.

Adopted: YEAS: 3
NAYS: 0

The Chair presented the invoices totaling \$5,299,398.01 to the board for review and approval.

A motion was made by Mr. Santo, supported by Mr. VanSyckel to approve the invoices as presented.

Adopted: YEAS: 3
NAYS: 0

A motion to receive and file the financial report given by Mr. Manning was made by Mr. VanSyckel and supported by Mr. Santo.

Adopted: YEAS: 3
NAYS: 0

There being no further business, it was moved by Mr. Santo, supported by Mr. VanSyckel, that the meeting of the Macomb Interceptor Drain Board be adjourned.

Adopted: YEAS: 3
NAYS: 0

The meeting was adjourned at 11:32 a.m.



Candice S. Miller, Chair
Macomb County Public Works Commissioner

STATE OF MICHIGAN
COUNTY OF MACOMB

I certify that the foregoing is a true and correct copy of proceedings taking by the Intra-County Drainage Board for the Drainage District shown on the attached set of minutes, on August 9, 2021 the original of which is on file in the Public Works Commissioner's Office. Public notice of the meeting was given pursuant to Act No. 267, Public Acts of Michigan, 1975, including, in the case of a special or rescheduled meeting or a meeting secured for more than 36 hours, notice by posting at least 18 hours prior to the time set for the meeting.



Candice S. Miller, Chair
Macomb County Public Works Commissioner

DATED: 8/9/21



Candice S. Miller

Public Works Commissioner
Macomb County

To: Macomb Interceptor Drain Drainage District Board Members

CC: File

From: Stephen Downing, Construction & Maintenance Manager

Date: September 13, 2021

Subject: Construction Projects Status Updates for September 2021 Board Meeting

The following provides a status update for construction work performed within the Macomb Interceptor Drain Drainage District for the previous month.

Segment 5 Rehabilitation

Contractor: Oscar Renda

Engineering Consultant: FK Engineering

Project Description:

The Segment 5 reach of the Romeo Arm Interceptor is approximately 8,300 linear feet; it runs along 15 Mile Road starting at the ITC Corridor and extends east to approximately Hayes Road. The first 7,000 linear feet is 11-foot diameter non-reinforced concrete pipe, and the next 1,300 linear feet is 8-foot diameter steel reinforced concrete pipe. The rehabilitation consists of debris removal, cleaning, and inspection of the pipe's invert. Next, HOBAS pipe will be used to slip line 7,000 linear feet of the 11-foot diameter sewer and the 1,300 linear feet section of 8-foot diameter pipe will be coated with a corrosion resistant geo-polymer spray applied coating. To facilitate this work, a new control structure and access shaft is under construction in the ITC Corridor. The new control structure will provide the contractor access to the sewer to facilitate the work and will also serve as a dewatering pump station to draw down the upstream water level in the sewer.

Significant project tasks that have occurred over the past month:

1. Continued development, review, and approval of the required construction submittals.
2. The crew was able to resume work in the shaft on August 16, 2021, after NESPS Pump #2 was returned to service on August 14, 2021.
3. The de-watering system has not sufficiently lowered the groundwater within the shaft footprint requiring the installation of additional dewatering wells prior to continuing excavation.

4. Oscar Renda implemented the required traffic control on September 8, 2021, along 15 Mile Road between Hayes and Fontana to start the spray-lining work in that reach of the Interceptor.

Construction Costs:

	Date (if applicable)	
Original Contract Amount	9/21/2020	\$28,807,500.00
Total Spent to Date	9/1/2021	\$7,703,385.79
Remaining Budget	9/1/2021	\$21,104,114.21



Figure 1 – Demo of the Lower Half of the Interceptor

Phase II Grouting

Contractor: Doetsch Environmental Services, Inc.

Engineering Consultant: AEW

Project Description:

The Phase II Grouting project was awarded to Doetsch Environmental during summer 2020. The work includes chemical grouting of the sewer and manholes where infiltration is present. The work is planned in all reaches of the system not included in the Segment 5 or portion of the Romeo Arm rehabilitated during the 2016 Interceptor Collapse. The main areas of work include the Romeo Arm along Garfield Road between 15 Mile and Clinton River Roads, the Garfield Interceptor between Clinton River and 21 Mile Roads, and the Lakeshore Interceptor between the Clintondale Pump Station at 15 Mile and Union Lake and Joy Boulevard in Harrison Township. The chemical grouting is aimed to stop all active infiltration within the system in advance of future rehabilitation and maintenance projects.

Significant project tasks that have occurred over the past month:

1. The crew completed area near the Clintondale Pump Station.
2. The crew is working on Union Lake between Crocker and Metro Parkway.

Construction Costs:

	Date (if applicable)	
Original Contract Amount	6/24/2020	\$3,000,000.00
Total Spent to Date	9/1/2021	\$2,389,556.95
Remaining Budget	9/1/2021	\$610,443.05



Meter Facility Rehabilitation

Contractor: Weiss Construction

Engineering Consultant: HRC

Project Description:

The project includes the rehabilitation of three sewerage meter facilities; work includes removal and application of concrete surface repairs and protective coatings, televising, cleaning, and spray-lining the existing influent and effluent connecting sewers; rehabilitation existing adjacent sanitary manholes; improving access and safety features for maintenance personnel; and replacing existing electrical systems.

The sites, SY-S-1 and SY-S-2 are in Shelby Township and WA-S-1 is in Washington Township. The meter facilities are the point of transition of sewerage flow from the local systems into the MIDDD Interceptors. Each of the metering facilities provides the critical flow data required to allocate the billing apportionment for each of the MIDDD member communities.

The Shelby Township meter facilities, originally constructed by DWSD, have reached the end of their useful life and are need of rehabilitation. The MCPWO previously rehabilitated several of the older metering facilities in the system, which were also constructed by DWSD.

The Washington Township meter facility is currently owned by Washington Township, which is a unique situation in the MIDDD system. Typically, the MIDDD assumes ownership of the billing meter facilities, which includes operation and maintenance activity. As such, the MCPWO negotiated a transfer agreement with Washington Township to transfer ownership of this asset to the MIDDD. The two entities agreed to equitable cost sharing terms within the agreement.

The project was designed by Hubbell, Roth and Clark and the construction contract was awarded to Weiss Construction. The total construction cost for the project is \$857,159.00. The work started in April 2021.

Significant project tasks that have occurred over the past month:

1. The Contractor continued to develop and submit the required construction submittals for the Engineering team to review.
2. The Engineering team continued review and return of the required construction submittals.
3. The Project will achieve substantial completion in the month of September and Final Completion in October.
4. There was a delay with DTE providing the new permanent power at the sites which prevented the installation of the new flow meters. The power is scheduled to be energized by September 14, 2021.

Construction Costs:

	Date (if applicable)	
Original Contract Amount	12/3/2020	\$857,159.00
Total Spent to Date	9/1/2021	\$576,299.70
Remaining Budget	9/1/2021	\$280,859.30

Segment 6 Rehabilitation

Contractor: Ric-Man Construction

Engineering Consultant: FK Engineering

Project Description:

The Segment 6 Rehab project includes the rehabilitation of these main elements:

1. Cleaning and slip-lining (Hobas) of the 5-foot diameter 15 Mile Interceptor from MH-01 at Garfield Road and 15 Mile to MH-04 approximately 2200 feet east along 15 Mile.
2. Cleaning and slip-lining (Hobas) the 1400 linear feet 11-foot diameter Romeo Arm Interceptor sewer between CS-3 on 15 Mile Road and CS-2 on Garfield north of 15 Mile Road.
3. Rehabilitation of the Meter Facility FR-S-1 on Garfield south of 15 Mile Road.
4. Rehabilitation and spray-lining of the CS-2 and CS-3 control structure facilities. These concrete structures have been damaged by H2S damage over time and need repair.
5. Installation of an air-jumper to be incorporated into the existing Biofilter facility. This is being done to address the high level of odor issues that have resulted over the years from the intersection of 15 Mile and Garfield.
6. Installation of a new gate control structure on the 15 Mile Interceptor. This will allow for the rehabilitation of the MH-01 structure and provide future storage options within that interceptor.

The project is scheduled to start in August 2021 and be completed in March 2023.

Significant project tasks that have occurred over the past month:

1. The Construction Notice to Proceed was issued on August 7, 2021.
2. The Contractor submitted their initial baseline schedule
3. The Contractor has proposed relocating the CS-13 shaft to the west approximately 200 linear feet. This is currently being reviewed by the Engineering team.
4. The Contractor will likely not mobilize until at least October based on the proposed relocation of CS-13.
5. The Contractor has also proposed resequencing the work to mitigate the traffic control impact along 15 Mile between Garfield and Bristlecone.

Construction Costs:

	Date (if applicable)	
Original Contract Amount	5/1/2021	\$13,541,545.00
Total Spent to Date	9/1/2021	\$0
Remaining Budget	9/1/2021	\$13,541,545.00

Interceptor Inspection Program

Contractor: Doetsch Environmental Services, Inc.

Engineering Consultant: Fishbeck

Project Description:

The 2020 sewer inspection program was awarded to Doetsch Environmental Services in November 2020. The inspection program includes inspection of approximately 26 miles of sanitary sewer, 360 manholes and other aspects of the sanitary sewage infrastructure across multiple drainage districts, including the MIDDD.

The MIDDD portion of the inspection program includes 101,335 linear feet (19.25 miles) of pipe ranging in diameter from 24" to 132" and 145 manhole structures. Additionally, inspection of 8 junction chambers and 8 Drop Shaft/Connecting sewers will be performed.

The inspection interval for the entire system is based on a 3-year cycle, where non-reinforced concrete pipe is inspected every 3 years and reinforced concrete pipe is inspected every 6 years. The 2020 inspection program is the largest ever performed by the Macomb County Public Works Office. The project started in May 2021 and is expected to be completed in October 2021.

Significant project tasks that have occurred over the past month:

1. The system map on the next page illustrates how much of the system is scheduled for inspection and how much was inspected by 8/25/21.
2. The Contractor started the manhole inspections this month, this is summarized on the following page.

Construction Costs:

	Date (if applicable)	
Original Contract Amount	1/19/2021	\$280,034.00
Total Spent to Date	9/1/2021	\$37,730.10
Remaining Budget	9/1/2021	\$242,303.90

***This Table reflects the MIDDD costs only.**

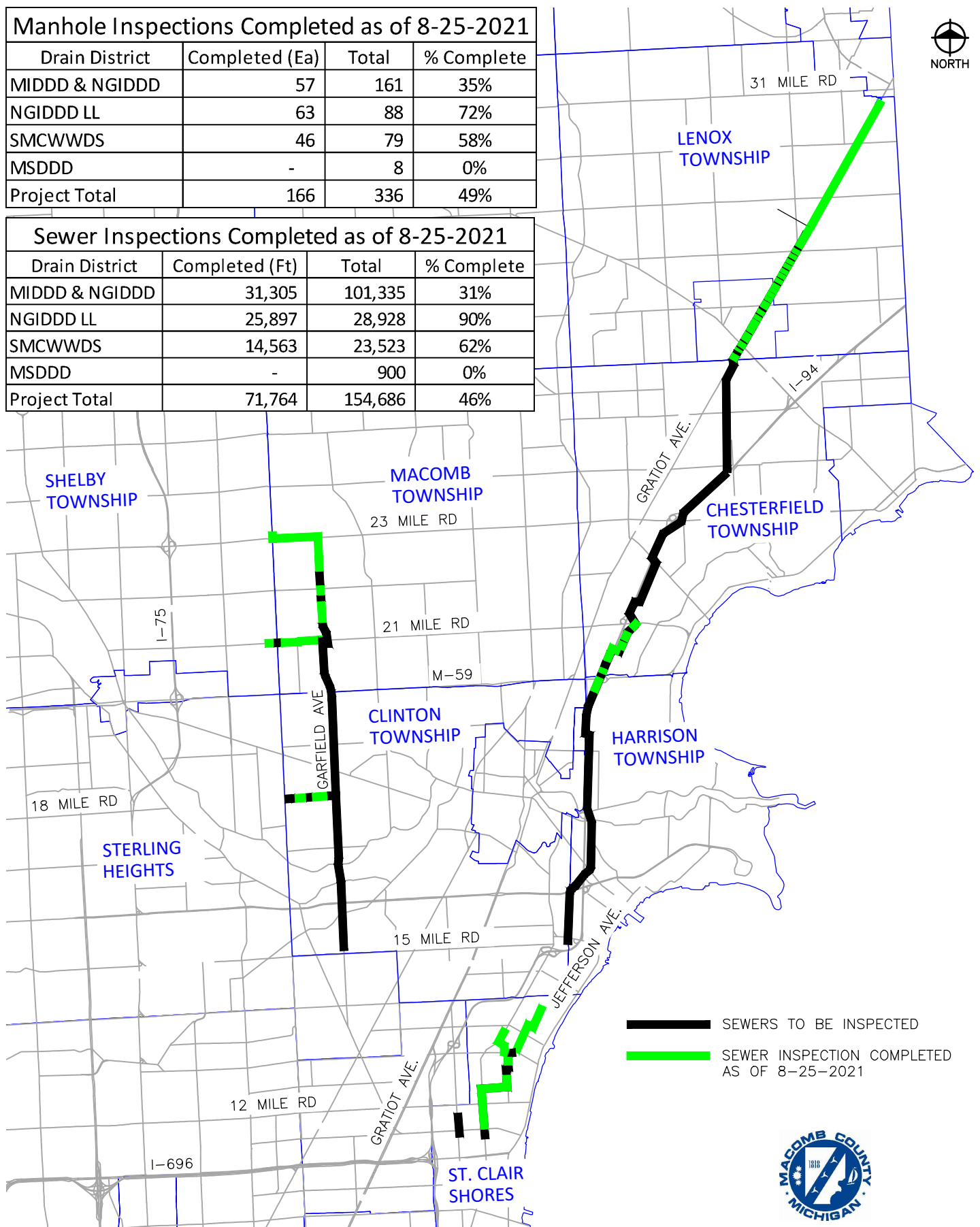
**** The Contractor has not invoiced since July 2021.**

Manhole Inspections Completed as of 8-25-2021

Drain District	Completed (Ea)	Total	% Complete
MIDDD & NGIDDD	57	161	35%
NGIDDD LL	63	88	72%
SMCWWDS	46	79	58%
MSDDD	-	8	0%
Project Total	166	336	49%

Sewer Inspections Completed as of 8-25-2021

Drain District	Completed (Ft)	Total	% Complete
MIDDD & NGIDDD	31,305	101,335	31%
NGIDDD LL	25,897	28,928	90%
SMCWWDS	14,563	23,523	62%
MSDDD	-	900	0%
Project Total	71,764	154,686	46%



- SEWERS TO BE INSPECTED
- SEWER INSPECTION COMPLETED AS OF 8-25-2021



Candice S. Miller
 MACOMB COUNTY PUBLIC WORKS COMMISSIONER



Candice S. Miller

Public Works Commissioner
Macomb County

August 13, 2021

MACOMB INTERCEPTOR DRAIN REHABILITATION PROJECT

Dear Residents & Business Owners,

We all remember the sinkhole on 15 Mile Road five years ago, when we experienced a major sewer interceptor collapse. You may have been a resident in 2004 when there was also a sinkhole on 15 Mile Road, or even remember the one in 1978. None of us ever want another sinkhole obviously. After fixing the 2016 sinkhole, my department did a comprehensive inspection of the entire system, and no surprise, it needs some rehabilitation and maintenance work. We have undertaken that work with a project that is currently under way in an area in the ITC corridor, under the transmission towers. Thus far, we have been able to contain the work to the ITC corridor, but I'm writing to you to inform you of a couple of temporary lane closures that will be happening soon, as the work will require.

1. There will temporarily be a lane closure on the eastbound curb lane of 15 Mile Road, beginning at Morningdale Drive and ending at Fontana Drive will occur from mid-August 2021 through early fall 2022. This lane closure will allow traffic to continue along 15 Mile, but the contractors need to be able to access the manhole near Fontana, so we will need to do this.
2. There will temporarily be a lane closure on the east side (northbound lane) of the Fontana Drive entrance/exit, as well as 15 Mile from Fontana Drive to Hayes Road, which will be closed from mid-August 2021 through late spring of 2022. Two-way traffic on Fontana will be maintained by using the west side of the entrance. A pedestrian detour will be provided for foot traffic around the work area. Again, this is to allow the contractors safe access to the manholes.

We are committed to investing and maintaining our underground infrastructure for future generations, and we are also committed to ensuring we never have another infrastructure disaster along 15 Mile. We sincerely appreciate your understanding and patience during the construction period. There really isn't any other way, and we also want to make sure that local residents were notified.

There is also a map on the back of this letter to view the closures area. If you have any questions or concerns, please contact Keith Lumma with the Macomb County Public Works Office at keith.lumma@macombgov.org or 586-469-5325.

Sincerely,

Macomb County Public Works Commissioner





Candice S. Miller

Public Works Commissioner
Macomb County

To: Macomb Interceptor Drain Drainage District Board Members

CC: File

From: Vincent Astorino, Operations & Flow Manager

Date: September 2, 2021

Subject: State Grant for COVID Wastewater Monitoring – Aquasight Phase 2 Recommendation

The Macomb County Public Works Office (MCPWO) has been working with the Michigan Department of Health and Human Services (MDHHS) to monitor sewage within the wastewater systems throughout Macomb County. In May of 2021, MCPWO received a grant from MDHHS broken out in three phases that are 100% funded. The three phases are funded as follows:

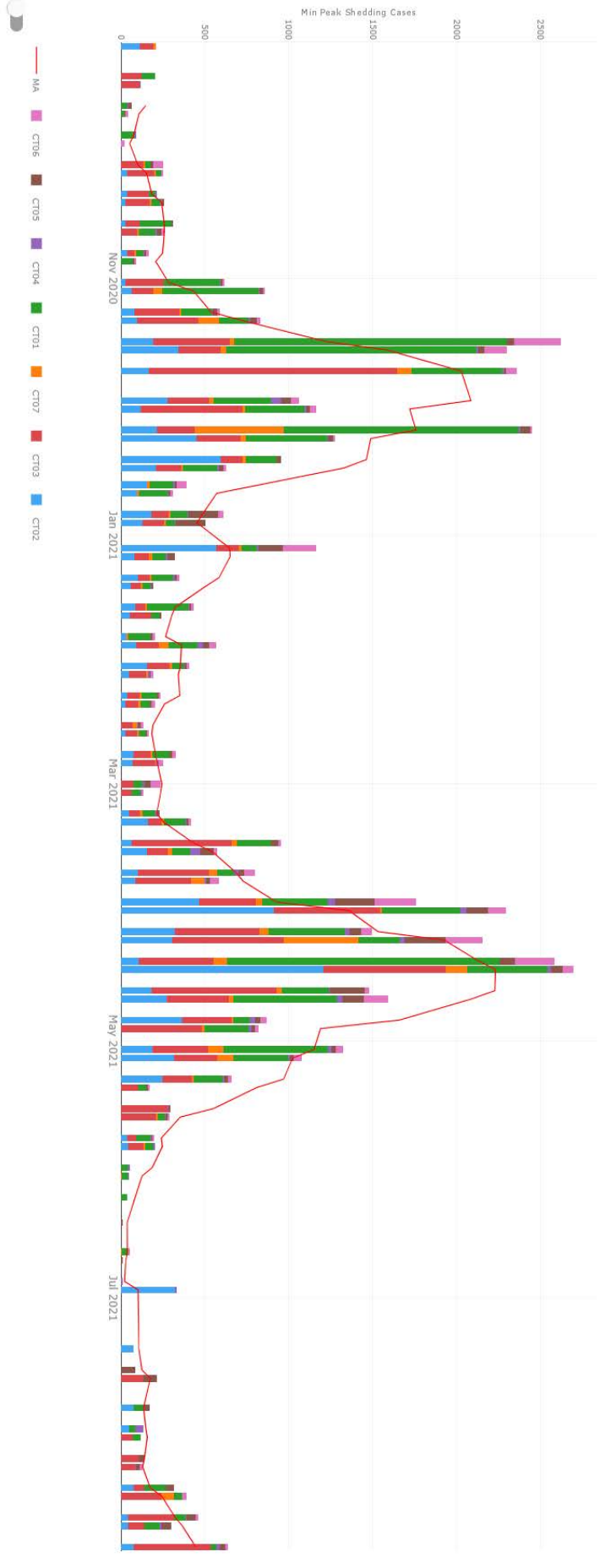
	Dollar Amount	Time Range
Phase 1	\$578,683	6/1/21 to 9/30/21
Phase 2	\$1,366,943	10/1/21 to 9/30/22
Phase 3	\$728,180	10/1/22 to 7/31/23
Total Amount	\$2,673,806	

MCPWO is currently nearing the end of the Phase 1 grant and has been working with the Macomb County Health Department, Aquasight, Hesco, and Oakland University. This program has been successful to this point and with the new program there are a total of 19 sites around Macomb County. These sites are being tested 1 to 2 times per week. Attached you will see a trend from our testing which started in early 2020. The data to this point has typically been ahead of clinical testing by 7-10 days which can help our health department make informed decisions in advance.

This project is now moving into Phase 2 of the grant and MCPWO is recommending to continue this testing with Aquasight. Attached is the proposal for Aquasight in the amount of \$1,301,850. MCPWO has also built in \$65,093 to cover administrative expenses that will be incurred during the duration of the Phase 2 testing. This entire amount is 100% covered by the MDHHS grant. **This Phase 2 contract conforms to the MIDD contract structure and MCPWO is recommending that the board approve Aquasight in the amount of \$1,301,850 and approval to sign the Phase 2 contract with MDHHS in the total amount of \$1,366,943.**

Their proposal has been attached for reference.

Attachment: Aquasight Phase 2 Proposal



Close

ORDER FORM AND SCOPE OF SERVICES

1. OWNER: **MACOMB INTERCEPTOR DRAIN
DRAINAGE DISTRICT
21777 Dunham Road
Clinton Township, MI 48036**

2. Program: **CEWS
COVID-19 Early Warning System
(Appendix A, B, D)**

3. Term: **October 1st, 2021 to September 30th 2022**

4. Fees: **\$1,301,850
(Appendix C)**

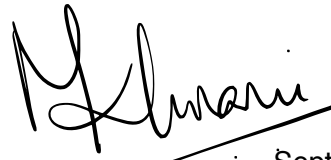
5. “CEWS” Program Details
 - Scope of Work (Appendix A)
 - Project Plan (Appendix B)
 - Project Costs (Appendix C)
 - Monitoring Sites (Appendix D)

6. Terms & Conditions:
 - Project will start Oct 1st, 2021, and end Sept 30th, 2022.
 - Fees will be invoiced as defined in the schedule in Appendix E and is payable within 30 days.
 - General terms and conditions are attached in Appendix F and is approved by MIDDD and applied on existing on-going contracts
 - Terms and Conditions as per existing MIDDD Contract number WWS-2019-007 will apply for this program
 - Sample preparation and lab testing will be performed by OU labs as per protocols defined by the lab

- WW based COVID-19 testing is a rapidly evolving science, and standards, testing and interpretation are being developed. MSU/OU experts assigned will make best efforts to ensure latest available best practice protocols will be utilized for the pilot program
- ACE platform will be used for flow data

**OWNER: MACOMB INTERCEPTOR
DRAIN DRAINAGE DISTRICT**

PROVIDER:



Sept 2nd 2021

By: Candice S. Miller
Its: Public Works Commissioner

By: Mahesh Lunani
Its: CEO

A. Scope of Work

Project Management and Coordination: Overall project management and coordination for the sewage surveillance program at sites described in Appendix D and across six different agencies and local health departments. This includes development of schedule, creation of work plan, engineering & installation of composite samplers, sampling dates, sampling kit preparation, pre-paid shipment packages, chain of custody forms, on-ground logistics management, lab coordination, results review, issue management, LHD coordination and project meetings.

Sampling Infrastructure Design and Installation: Optimal site identification, site feasibility analysis, selection of the right sampler, purchase samplers, composite samplers, hardware installation, perform flow testing and troubleshooting, and determine optimal sampling aliquot and time window.

Weekly Sample Logistics and Delivery: Establish the schedule for on-site sample pick up and drop off, crew of two to three people preparing samplers, picking up samples and delivering samples to lab. For sites that are shipping the samples, pre-paid shipping labels as well as sample kits including cool packs will be provided to ensure sample is well preserved for testing and minimal lift on WWTP teams' operator's time.

Lab Testing, Variants Analysis and Raw ddPCR Data Quality Checks: Molecular quantification of SARS-CoV-2 virus is conducted using CDC qPCR detection method. The SARS CoV-2 target is amplified by ddPCR using CDC recommended primer and probe sets (N1 and N2). The percent recovery for each sample is analyzed by spiking the sample with Phi6 bacteriophage. Quality assurance and control measures (QA/QC) are performed for all samples. A minimum of 10,000 droplets are required that pass droplet formation QA/QC before a sample can be considered for further analysis. Positive and negative ddPCR controls are run concurrently with all samples for ddPCR analysis. For variant analysis, we will use a strategy developed by GT Molecular, LLC that allows us to assess the relative abundance of the UK, South Africa, and Brazilian variants.

Data Analytics, Reporting & Communication: meta data on sampling site, quality checks on lab data outputs, data conversion, calibration, and normalization. Create analytics and trending, variant analysis, heat maps, on-line dashboard updates, use of clinical case data, correlation and statistical analysis, rapid and instant communication with LHDs and reporting agencies, set up of automated notification system of results availability, follow up on actions.

Training and Access to Surveillance System: Train on how to access the reporting tool, review lab data, interpret the normalization information, read trends, analytics and heat map, when and what actions to take and closely coordinate with LHD and decision-making authorities.

LHD and/or Stakeholder Timely Decision-Making Integration: Frequent touchpoints will be established with decision making and LHD as and when required. Twice a week when the system goes live with new insights so decisions can be made on additional testing and/or isolation or enhanced social distancing activities. This communication along with access by LHD for the reporting system has been made available to severely cut down communication time.

B. Project Plan

Objective Clinton Twp Sewershed Sampling Resumes		Start By	End By	
Scheduled sampling resumes	Dave Burkel	10/1/21		
Scheduled ddPCR analysis resumes	Dave Szlag, Christine Laba	10/1/21		
Scheduled reporting resumes	Nabeel Mehdi, Pama B	10/1/21		
Ongoing communication with LHD	Mahesh Lunani, David Inman	10/28/21		
Caseload/Spread review	Nabeel Mehdi, Pama B		9/30/22	Data shared with MDHHS
Objective MCHD Martha T Berry and Jail Sampling				
Scheduled sampling resumes	Dave Burkel	10/1/21		
Scheduled ddPCR analysis resumes	Dave Szlag, Christine Laba	10/1/21		
Scheduled reporting resumes	Nabeel Mehdi, Pama B	10/1/21		
Ongoing communication with LHD	Mahesh Lunani, David Inman	10/28/21		
Caseload/Spread review	Nabeel Mehdi, Pama B		9/30/22	Data shared with MDHHS
Objective Mt Clemens WWTP Sample Monitoring				
Logistics planning & Material Delivered	David Inman	10/1/21		
Scheduled sampling resumes	WWTP	10/1/21		
Scheduled ddPCR analysis resumes	Dave Szlag, Christine Laba	10/1/21		
Scheduled reporting resumes	Nabeel Mehdi, Pama B	10/1/21		
Ongoing communication with LHD	Mahesh Lunani, David Inman	10/28/21		
Caseload/Spread review	Nabeel Mehdi, Pama B		9/30/22	Data shared with MDHHS
Objective New Baltimore WWTP Sample Monitoring				
Logistics planning & Material Delivered	David Inman	10/1/21		
Scheduled sampling resumes	WWTP	10/1/21		
Scheduled ddPCR analysis resumes	Dave Szlag, Christine Laba	10/1/21		
Scheduled reporting resumes	Nabeel Mehdi, Pama B	10/1/21		
Ongoing communication with LHD	Mahesh Lunani, David Inman	10/28/21		
Caseload/Spread review	Nabeel Mehdi, Pama B		9/30/22	Data shared with MDHHS
Objective Richmond WWTP Sample Monitoring				
Logistics planning & Material Delivered	David Inman	10/1/21		
Scheduled sampling resumes	WWTP	10/1/21		
Scheduled ddPCR analysis resumes	Dave Szlag, Christine Laba	10/1/21		
Scheduled reporting resumes	Nabeel Mehdi, Pama B	10/1/21		
Ongoing communication with LHD	Mahesh Lunani, David Inman	10/28/21		
Caseload/Spread review	Nabeel Mehdi, Pama B		9/30/22	Data shared with MDHHS
Objective Romeo WWTP Sample Monitoring				
Logistics planning & Material Delivered	David Inman	10/1/21		
Scheduled sampling resumes	WWTP	10/1/21		
Scheduled ddPCR analysis resumes	Dave Szlag, Christine Laba	10/1/21		
Scheduled reporting resumes	Nabeel Mehdi, Pama B	10/1/21		
Ongoing communication with LHD	Mahesh Lunani, David Inman	10/28/21		
Caseload/Spread review	Nabeel Mehdi, Pama B		9/30/22	Data shared with MDHHS
Objective Warren WWTP Sample Monitoring Resumes				
Scheduled sampling resumes	David Scheel	10/1/21		
Scheduled ddPCR analysis resumes	Dave Szlag, Christine Laba	10/1/21		
Scheduled reporting resumes	Nabeel Mehdi, Pama B	10/1/21		
Ongoing communication with LHD	Mahesh Lunani, David Inman	10/28/21		
Caseload/Spread review	Nabeel Mehdi, Pama B		9/30/22	Data shared with MDHHS
Objective Warren Senior Community Sample Monitoring Resumes (4 sites)				
Scheduled sampling resumes	David Scheel	10/1/21		
Scheduled ddPCR analysis resumes	Dave Szlag, Christine Laba	10/1/21		
Scheduled reporting resumes	Nabeel Mehdi, Pama B	10/1/21		
Ongoing communication with LHD	Mahesh Lunani, David Inman	10/28/21		
Caseload/Spread review	Nabeel Mehdi, Pama B		9/30/22	Data shared with MDHHS

C. Project Costs

Category	Oct-21 to Sept-22
Project Management, Set Up New Sites, Planning and Day to Day Program Execution, LHD Integration, Site Meta Data	\$ 162,000
Site Review, Sampling Infrastructure Design & Installation, Flow Testing and Optimization	
Weekly Sampling Kits, Sample Pick Up and Drop Off Logistics, Shipment & Delivery via UPS, Chain of Custody, Schedule Management	\$ 251,600
Lab Testing Kits, Variant Analysis, ddPCR Data Quality Checks, System & Data Management	\$ 646,000
Sewage Surveillance Analytics & Reporting, Surveillance System, Notification and Communication, Clinical Case Data and Correlations	\$ 242,250
Total	\$ 1,301,850

D. Monitoring Sites

Name	Type of Facility	Latitude	Longitude	Street Address or Location	Sampling Frequency/ week (yr1/yr2)	# of weeks/yr to be samples	Sample Type	Estimated Population Served	Anticipated collection start date
Clinton Twp Sewer Shed #1	SS	42.5771919	-82.952047	38201 Garfield @ old DPW yard	2x/1x	52	8hr Peak Composite	19662	6/1/21
Clinton Twp Sewer Shed #2	SS	42.5550366	-82.864661	35115 Union Lake Rd @ Clintondale Pump Station	2x/1x	52	8hr Peak Composite	29555	6/1/21
Clinton Twp Sewer Shed #3	SS	42.5979398	-82.952243	20696 15 Mile Rd @ Little Mack	2x/1x	52	8hr Peak Composite	56026	6/1/21
Clinton Twp Sewer Shed #4	SS	42.5540382	-82.934368	18275 15 Mile Rd @ Simon	2x/1x	52	8hr Peak Composite	2715	6/1/21
Clinton Twp Sewer Shed #5	SS	42.5545934	-82.910564	19655 15 Mile Rd @ Beaconsfield	2x/1x	52	8hr Peak Composite	9083	6/1/21
Clinton Twp Sewer Shed #6	SS	42.5544519	-82.920615	20696 15 Mile Rd @ Little Mack	2x/1x	52	8hr Peak Composite	4934	6/1/21
Clinton Twp Sewer Shed #7	SS	42.553286	-82.969713	15 Mile @ Hayes	2x/1x	52	8hr Peak Composite	1976	6/1/21
Macomb Correctional Facility	CF	42.7201688	-82.780188	32989 26 Mile Rd	2x/1x	52	24hr Composite	1500	6/1/21
Macomb County Jail	CF	42.6169129	-82.890981	43565 Elizabeth Rd, Mt Clemens, MI 48043	2x/1x	52	24hr Composite	1250	6/1/21
Martha T Berry Medical Care Facility	LTC	42.6153036	-82.892079	43533 Elizabeth St, Mt Clemens, MI 48043	2x/1x	52	24hr Composite	250	6/1/21
Mt Clemens WWTP	WWTP	42.6016637	-82.866985	1750 Clara St, Mt Clemens, MI 48043	2x/1x	52	24hr Composite	16300	6/1/21
New Baltimore WWTP	WWTP	42.6779659	-82.751196	35319 Cricklewood Blvd, New Baltimore, MI 48047	2x/1x	52	24hr Composite	12400	6/1/21
Richmond WWTP	WWTP	42.7953059	-82.757897	35653 31 Mile Rd, Richmond, MI 48062	2x/1x	52	24hr Composite	5800	6/1/21
Romeo WWTP	WWTP	42.8031713	-82.986559	14787 32 Mile Rd, Bruce Township, MI 48065	2x/1x	52	24hr Composite	3900	6/1/21
Stillwell Manor-Joseph Coach Manor Residential Deduct	Senior Living Deduct	42.488632	83.011369	Carrier Ave and Burg Ave	2x/1x	52	24hr Composite	190	6/1/21
Stillwell Manor-Joseph Coach Manor	Senior Living Community	42.489995	-83.012793	26600 Burg Rd, Warren, MI 48089	2x/1x	52	24hr Composite	400	6/1/21
Tivoli Manor	Senior Living Community	42.502845	-83.005686	28103 Imperial Dr, Warren, MI 48093	2x/1x	52	24hr Composite	120	6/1/21
Ukrainian Village	Senior Living Community	42.4863623	-83.070482	26377 Ryan Rd, Warren, MI 48091	2x/1x	52	24hr Composite	309	6/1/21
Warren WWRf	WWTP	42.5330963	-83.024306	32360 Warkop Ave, Warren, MI 48093	2x/1x	52	24hr Composite	135000	6/1/21

E. Invoicing Schedule

Invoice Date	Amount
11/1/21	\$ 119,530
12/1/21	\$ 119,530
1/1/22	\$ 146,038
2/1/22	\$ 119,530
3/1/22	\$ 119,530
4/1/22	\$ 146,038
5/1/22	\$ 119,530
6/1/22	\$ 119,530
7/1/22	\$ 69,640
8/1/22	\$ 69,640
9/1/22	\$ 83,675
10/1/22	\$ 69,640

F. Terms and Conditions

SOFTWARE SERVICE PROVIDER SERVICES AGREEMENT

This Software Service Provider Services Agreement (“Contract”) is made this ___ day of May, 2019 between the MACOMB INTERCEPTOR DRAIN DRAINAGE DISTRICT (“OWNER”), and AQUASIGHT (“Provider”). In this Contract, Provider or the OWNER may also be referred to individually as a “Party” or jointly as the “Parties”.

In consideration of the mutual promises, obligations, representations, and assurances in this Contract, the Parties agree to the following:

§1. CONTRACT DOCUMENTS AND DEFINITIONS

The following words and expressions shall be defined as follows:

- 1.1. “Claims and Liabilities” means any alleged losses, claims, complaints, demands for relief or damages, lawsuits, causes of action, proceedings, administrative or governmental actions or proceedings, judgments, deficiencies, liabilities, fines, penalties, costs, and expenses of any kind or nature (including, but not limited to, reasonable attorney fees, litigation expenses, and court costs) which are imposed on, incurred by, or asserted against the OWNER, or for which the OWNER may become legally and/or contractually obligated to pay or defend against, whether direct, indirect, or consequential, whether based upon any alleged violation of the federal or state constitutions or any federal, state, or local statute, ordinance, rule, regulation, or state common law, whether any such claims are brought in law or equity, tort, contract, or otherwise, and/or whether commenced or threatened.
- 1.2. “Confidential Information” means all information that the OWNER is required or permitted by law to keep confidential and any information that may be subject to attorney-client, work product, or other privilege.
- 1.3. “Contract Administrator” means the individual designated by the OWNER to act as a liaison between the OWNER and the Provider. Any questions or problems the Provider may have concerning the work under this Contract should be directed to this individual.
- 1.4. “Contract Documents” means the following documents which are included and fully incorporated into this Contract:
 - 1.4.1. Exhibit I: Provider Insurance Requirements
 - 1.4.2. Exhibit II: Order Form and Scope of Services

1.4.3. Exhibit III: Rate Schedule

- 1.5. “Data” means information, content, and other data that may be exchanged electronically between OWNER and Aquasight.
- 1.6. “Documentation” means the user manuals and/or technical publications as applicable, supplied in connection with Software relating to the installation, use, and administration of Software.
- 1.7. “OWNER Agent” means all OWNER board members, officials, employees (including employees shared with Macomb County), representatives, and/or any such persons’ successor(s). “OWNER Agent” shall include any person who is or was an “OWNER Agent” anytime during the term of this Contract.
- 1.8. “Provider Employee” means without limitation, any officers, directors, managers, employees, and representatives of Provider, and also includes any Provider subcontractors, consultants, independent contractors, or suppliers. “Provider Employee” shall include any person who is or was a Provider Employee at any time during the term of this Contract.
- 1.9. “E-Verify” is an internet-based system operated by the Department of Homeland Security (DHS) in partnership with the Social Security Administration (SSA) that allows participating employers to electronically verify the employment eligibility of their new hired employees. For more information and to register visit <https://e-verify.uscis.gov/enroll/>.
- 1.10. “Intellectual Property” means any developments, improvements, designs, innovation, and materials that may be the subject of a trademark/servicemark, copyright or patent, trade secrets, or Proprietary Information.
- 1.11. “Proprietary Information” means ideas, concepts, inventions, and processes related to the development and operation of computer software and systems such as source code, object code, security procedures, and passwords.
- 1.12. “Services” means on-boarding, implementation, initial deployment, maintenance, administration, subscription, technical, training, consulting, support and other professional services provided by Aquasight in connection with or otherwise associated with Software as described in the Order Form.

- 1.13. “Software” means the proprietary software and platform employed by Aquasight to deliver Services and its associated technology (if applicable), and any modified versions and copies of, and upgrades, updates and additions to Software, provided to OWNER by Aquasight, including Software and access thereto provided on a Software as a Service (SaaS) basis.
- 1.14. “Working Day” means any calendar day except Saturday, Sunday, and OWNER legal holidays.
- 1.15. “Written Notice” means a communication in writing delivered in person, by first class mail, or by overnight delivery by a reputable national delivery service to the Party’s address identified in Section 10.27 hereof.

§2. **CONTRACT EFFECTIVE DATE, TERM, AND TERMINATION**

- 2.1. The effective date of this Contract shall be stated on the first page of this Contract. Notwithstanding the above, under no circumstances shall this Contract be effective and binding and no payments to the Provider shall be due or owing for any Provider services until and unless:
- 2.1.1. This Contract is signed by an employee of Provider, legally authorized to bind the Provider.
- 2.1.2. Any and all Provider Certificates of Insurance and any other conditions precedent to the Contract have been submitted and accepted by the OWNER.
- 2.1.3. The OWNER Board has approved the retention of Provider.
- 2.2. The term of this Contract shall begin on the Effective Date for a period of three (3) years (the “Initial Term”). The Contract may be renewed for successive three (3) year terms (each a “Renewal Term”) upon the written agreement of both Parties, executed not less than sixty (60) days prior to the expiration of the Initial Term or Renewal Term, as applicable.
- 2.3. Right to Terminate.
- 2.3.1. Owner’s Right to Terminate for Any Reason.
- a. During the On-Boarding Phase. The OWNER may terminate and/or cancel this Contract at any time during the onboarding phase of this project, upon seven (7) days Written Notice to the Provider, for any reason, with or without cause, including a termination for the convenience of the OWNER, without incurring obligation or penalty of any kind. The OWNER’s sole obligation in the event of termination is for payment for actual services rendered by the Provider before the effective date of termination
- b. During the Subscription Phase. The OWNER may terminate and/or cancel this Contract at any time during the subscription phase of this project, upon thirty (30) days Written Notice to the Provider, for any reason, including a termination for the convenience of the OWNER. In the event of early termination pursuant to this

paragraph 2.3.1.b., OWNER's sole obligation to Provider will be to pay the remainder of the subscription fee, as specified in Exhibit II, for the current annual subscription term.

2.3.2. Parties' Right to Terminate for Breach. If either Party (the Non-Breaching Party) believes that the other Party (the "Breaching Party") materially breached one or more of its obligations under this Contract, then the Non-Breaching Party may deliver Written Notice of such material breach to the Breaching Party specifying the nature of the alleged breach in reasonable detail (a "Default Notice"). Thereafter, the Non-Breaching Party shall have the right to terminate this Agreement if the breach asserted in such Default Notice has not been cured within thirty (30) days after such Default Notice. If OWNER terminates this Contract pursuant to this paragraph 2.3.2, OWNER shall be entitled to a pro-rated refund of the unused portion of the subscription fee for the remainder of the current annual subscription term.

2.4. The OWNER shall not under any circumstances, in the event of termination or otherwise, be liable to the Provider for consequential damages of any kind, including but not limited to loss of income, lost profits, or any loss of business opportunities, revenues, or any other economic benefit.

2.5. Effect of Termination or Expiration. Promptly upon termination or expiration of this Agreement for any reason, OWNER shall cease using and accessing the Software. Termination of this Agreement shall be in addition to and not in limitation of any other rights and remedies to which either Party is or may become entitled. In the event of termination or expiration of this Agreement for any reason, Aquasight will provide all OWNER generated clean Data (i.e. raw Data that has been corrected and auto-filled by the Software), to OWNER pursuant to a separate Statement of Work to be mutually agreed to by the Parties, but such production shall be no later than 45 days after termination or expiration. Aquasight will retain a copy of OWNER raw Data for a period of one year after termination or expiration of this Agreement. After the expiration of the one-year period, Aquasight shall have the right to delete and destroy all OWNER raw Data with notice to OWNER.

§3. SCOPE OF PROVIDER'S SERVICES AND CHANGE ORDER PROCESS

3.1. The Provider shall perform all work identified and itemized in Exhibit II: "Order Form and Scope of Provider's Services" and this Contract.

3.2. Hosting and Software Services. Aquasight agrees to provide the hosting services described herein and as may be set forth in more detail in the applicable Order Form, including the right of OWNER to access, view, download, transmit, and use all data transmitted by OWNER or OWNER's systems and facilities to Aquasight ("OWNER Data"). Aquasight hereby grants OWNER a non-exclusive, non-transferable, worldwide right to use and access the Software solely for OWNER's own internal business purposes, subject to the terms and conditions of this Agreement. Only employees of OWNER properly authorized by OWNER for the performance of their job responsibility for OWNER ("Authorized Users") shall be entitled to access and use the Software. Only the number of Authorized Users indicated on the Order Form are permitted to access and use the Software. The Software may be hosted on hardware owned,

operated, and managed by Aquasight's third party service providers. Upon OWNER's request, Aquasight shall provide reasonable information to OWNER with respect to Aquasight's third party hosting services provider. Aquasight shall have the right to modify the Software in its sole discretion, provided that Aquasight shall not materially diminish the performance or functionality of the Software without OWNER's prior written consent.

3.3. Change Order Process.

3.3.1. Contract Change Orders, which must be in writing and executed by OWNER to be effective and binding, shall be used to reflect additions to, reductions in, or changes to the Order Form and Scope of Services (Exhibit II), Rate Schedule (Exhibit III), Contract price, or any other changes to the Contract.

3.3.2. Any change order request submitted by Provider shall indicate the reason for the addition, reduction, or change, the cost impact, the new proposed total Contract price, and any effect on the Software or Services provided under this Contract.

§4. OWNER PAYMENT OBLIGATIONS FOR PROVIDER'S SERVICES

4.1. Except as otherwise expressly provided for in this Contract, the OWNER's sole financial obligation to the Provider for any services under this Contract shall be as follows:

4.1.1. The Provider shall submit an invoice to the OWNER which shall itemize all amounts due and/or owing by the OWNER under this Contract, as the date of the invoice. The invoices shall be submitted in the form and according to the schedule approved by the OWNER. The OWNER shall have no obligation to make payment until a proper invoice is submitted and approved by the Contract Administrator or designated OWNER Agent. Once an invoice is approved, the OWNER will pay the invoice within forty-five (45) days. The OWNER reserves the right to make partial payments on any invoice in an amount the OWNER, in its discretion, deems to be commensurate with the actual progress of the services performed. Provider shall be compensated in accordance with the Rate Schedule attached as Exhibit III.

4.1.2. Under no circumstances shall the OWNER be obligated to pay the Provider for any services rendered which have not been invoiced, as required herein, within sixty (60) days of the date such services were actually rendered pursuant to this Contract.

4.2. Final payment for the work performed under this Contract shall not be made until all work is satisfactorily performed and accepted by the Contract Administrator or designated OWNER Agent.

4.3. Under no circumstances shall the OWNER be responsible for any cost, fee, fine, penalty, or damages incurred or suffered by Provider in connection with or resulting from the Provider's provisions of Services under this Contract.

4.4. The OWNER has the right to offset any amounts due and owing to the Provider should the OWNER incur any cost associated with this Contract that is the obligation of Provider under this Contract.

§5. PROVIDER'S ASSURANCES AND WARRANTIES

- 5.1. Provider Statements. The Provider certifies that all statements, assurances, records, and materials submitted to OWNER in connection with securing this Contract are truthful, complete, and accurate in all respects.
- 5.2. Service Warranty. The Provider warrants that all Services performed hereunder will be performed timely and in a manner that complies with all applicable laws, statutes, regulations, ordinances, and professional standards.
- 5.3. Warranty of Function. The Provider warrants that the Software documentation and representations regarding the Software's functionality provided by Aquasight to OWNER accurately describe the function and operational characteristics of the Software, and that the Software will operate according to the functional specifications, documentation, and representations provided to OWNER and in accordance with the Scope of Services. Further, the Software will be free from defects, viruses, and other malware. Provider will not be responsible for functionality failures resulting solely due to general Internet outages.
- 5.4. Ownership of Software. The Provider represents and warrants that it is the legal owner of all intellectual property rights of the Software, or has received all intellectual property licenses or rights necessary to provide the Software and Services without further consent from any third party. The Provider warrants that the Software does not infringe any patent or copyright of a third party.
- 5.5. Data Security. The Provider will maintain and enforce information and data privacy and security procedures with respect to its access, use, and storage of all OWNER Data that (a) are at least equal to industry standards, taking into consideration the sensitivity of the relevant OWNER Data, (b) comply with all applicable international, foreign, federal, state and local laws, statutes, rules, orders and regulations, and (c) provide all reasonably appropriate administrative, technical, and physical safeguards to protect against accidental or unlawful destruction, loss, alteration, or unauthorized disclosure, access or use of OWNER Data.
- 5.6. Business and Professional Licenses. The Provider will maintain at all times during the term of this Contract all applicable business and professional licenses necessary to provide the contracted services.
- 5.7. Equipment and Supplies. The Provider is responsible for providing equipment and supplies required to complete the specified Services under the Contract unless otherwise expressly set forth in the Contract.
- 5.8. Taxes. The Provider shall pay its own local, state, and federal taxes, including without limitation, social security taxes, and unemployment compensation taxes. The OWNER shall not be liable to or be required to reimburse the Provider for any federal, state, and local taxes or fees of any kind. OWNER will provide tax exempt documentation.
- 5.9. Provider's Incidental Expenses. Except as otherwise expressly provided in this Contract, the Provider shall be solely responsible and liable for all costs and expenses incident to the performance of all Services for the OWNER.
- 5.10. Provider Employees.
 - 5.10.1. The Provider shall employ and assign qualified Provider Employees as necessary and appropriate to provide the Services under this Contract. Provider shall ensure all Provider Employees have the necessary knowledge, skill,

and qualifications to perform the required Services and possess any necessary licenses, permits, certifications, and governmental authorizations as may be required by law.

- 5.10.2.** The Provider shall solely control, direct, and supervise all Provider Employees with respect to all Provider obligations under this Contract. The Provider will be solely responsible for and fully liable for the work, conduct, and supervision of any Provider Employee.
- 5.10.3.** If requested by the OWNER, all Provider Employees shall wear and display appropriate OWNER-provided identification at all times while working on OWNER premises. The Provider shall promptly return all OWNER-provided identification.
- 5.10.4.** All Provider Employees assigned to work under this Contract may, at the OWNER's discretion, be subject to a security check and clearance by the OWNER.
- 5.11.** E-Verify. Provider shall register with, participate in, and utilize the E-Verify Program (or any successor program implemented by the federal Department of Homeland Security and Social Security Administration) when hiring their employees. Unless otherwise exempted, Provider agrees to certify they have registered with, will participate in, and continue to utilize, once registered, the E-Verify Program (or any successor program implemented by the federal government or its departments or agencies) to verify the work authorization status of all newly hired employees employed by the Provider. Breach of this term or conditions is considered a material breach of this Contract.
- 5.12.** Provider Employee-Related Expenses. All Provider Employees shall be employed at the Provider's sole expense (including employment-related taxes and insurance) and the Provider warrants that all Provider Employees shall fully comply with and adhere to all of the terms of this Contract. The Provider shall be solely and completely liable for any and all applicable Provider Employee's federal, state, or local payment withholdings or contributions and/or any and all Provider Employee related pension or welfare benefits plan contribution under federal or state law. The Provider shall indemnify, defend, and hold the OWNER and OWNER Agents harmless for and against any and all Claims brought against the OWNER or OWNER Agents by any Provider Employee.
- 5.13.** Full Knowledge of Service Expectations and Attendant Circumstances. The Provider warrants that before submitting its bid, it had a full opportunity to review all OWNER requirements and expectations under this Contract. The Provider understands and confirms that it will be able to timely perform all obligations under the Contract as specified herein.
- 5.14.** Independent Contractor. The Provider's relationship to the OWNER is that of an independent contractor. All Provider Employees assigned to provide Services under this Contract by the Provider shall, in all cases, be deemed employees, agents, or subcontractors of the Provider and not employees, agents, or sub-contractors of the OWNER.
- 5.15.** Disclaimer. Except as expressly provided in this Contract, the software and the services are provided to OWNER in their then-existing condition, as is, where is and with all faults. Except for the foregoing warranties, Provider expressly disclaims all other warranties, express or implied, including merchantability, satisfactory quality, or fitness for a particular purpose.

§6. **OWNER RESPONSIBILITIES**

- 6.1. **Compliance with Laws.** OWNER is responsible for all activity occurring under any applicable user accounts while users are in performance of their job responsibilities, and OWNER shall abide by all applicable local, state, federal and foreign laws, treaties and regulations in connection with OWNER's use of the Services and Software, including those related to data privacy, international communications, and the transmission of technical or personal data.
- 6.2. **OWNER Data.**
 - 6.2.1. OWNER represents that it has the right and authority to provide all OWNER Data to be hosted by Aquasight hereunder, and to the best of OWNER's knowledge all such OWNER Data will be free from viruses, spyware, and other similar harmful and destructive code.
 - 6.2.2. OWNER is solely responsible for the quality of the Data transmitted to Aquasight or otherwise processed by the Software. OWNER acknowledges that the quality of the results and analytics provided by the Software is a function of the quality of OWNER's Data, and that inaccurate or erroneous Data can lead to inaccurate or erroneous results. Aquasight cannot and does not guarantee the quality of any Data provided by OWNER. Aquasight retains all historical and real-time collected and analyzed data for the life of the Subscription Term.
- 6.3. **OWNER Equipment and Connectivity.** OWNER is solely responsible for the equipment used by OWNER in connection with the Software, including without limitation the calibration of all sensors and equipment data being collected. Aquasight will not be liable or responsible for any delays, inaccuracies, or unavailable Data resulting from a disruption or interruption of connectivity and Data communication to the Aquasight system and Software due to a connectivity problem that is the fault of OWNER's equipment.
- 6.4. **Use of the Software and Results.** OWNER acknowledges and agrees (a) it will verify and validate with its engineering staff any changes that OWNER proposes to make to its systems or facilities based on intelligence from the Aquasight system and Software, and (b) the Aquasight system and Software does not control OWNER's systems or facilities, but rather assists OWNER with the efficiencies associated with the operation of OWNER's system and facilities.
- 6.5. **Design Information and Configuration.** OWNER acknowledges and agrees that the Aquasight system and Software are configured based on the preliminary design information provided by OWNER. In the event of any changes or modifications to the design information relating to OWNER's systems or facilities, OWNER will promptly notify Aquasight of such changes or modifications. Aquasight will adapt the configuration of the Aquasight system and Software to the new design conditions pursuant to a separate Statement of Work to be mutually agreed to in writing by the Parties.
- 6.6. **License to Use OWNER Data.** OWNER grants Aquasight (i) a non-exclusive, non-transferable (except as permitted herein), royalty-free, license to use, reproduce, modify and transmit Data provided by OWNER during the term of this Contract for the purpose of performing the Services only, and (ii) a non-exclusive, non-transferable (except as permitted herein), royalty-free, license to use, reproduce, display, modify, create derivative works of, and disclose and

distribute any usage Data derived by Aquasight from the provision of Services to OWNER (“Usage Data”) during the term of this Contract for the purpose of performing the Services only, provided that the Usage Data is disclosed in an aggregate form.

§7. SOFTWARE AND DATA OWNERSHIP

- 7.1. Aquasight IP. All right, title, and interest in and to the Software and all portions thereof, including the look and feel of the Software, visualizations displayed by the Software, and all other intellectual property rights therein, including all applicable rights to: (i) copyrights, including all rights incident to copyright ownership, such as all rights of publication, registration and rights to create derivative works; (ii) patents; (iii) trademarks; and (iv) trade secrets (including all know-how, ideas, logic, formulas and confidential information embodied in or reflected in Software) are and shall remain with Aquasight and its suppliers.
- 7.2. OWNER IP. All right, title, and interest in and to Data provided by OWNER, related analyzed/generated clean Data, and all related information provided to and accessed by Aquasight, including all intellectual property rights therein and all rights incident thereto, are and shall remain with OWNER.

§8. PROVIDER PROVIDED INDEMNIFICATION AND INSURANCE

- 8.1. Indemnification. To the maximum extent permitted by law, Provider agrees to protect, defend, indemnify and hold the OWNER and the OWNER Agents free and harmless from and against any and all Claims and Liabilities of any kind arising from any action or omission by Provider or any Provider Employee related to or arising out of the performance of Provider’s Services under this Agreement. This indemnification provision shall be construed in all respects to comply with MCL 691.991 and shall not be construed to: (a) indemnify the OWNER or the OWNER Agents for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the OWNER or OWNER Agents or (b) require Provider to assume any liability or indemnity obligation for any amount greater than the degree of fault of the Provider and Provider Employees.
- 8.2. Provider Provided Insurance. At all times during this Contract, including renewals or extensions, Provider shall obtain and maintain insurance according to the specifications indicated in Exhibit I: Provider Insurance Requirements.

§9. Limitation of Liability

- 9.1. Neither party shall be liable to the other party for any lost profits resulting from any claim or cause of action based on breach of warranty, breach of contract, negligence (including strict liability), or any other legal theory.

§10. ADDITIONAL TERMS AND CONDITIONS

- 10.1. Immunity. In undertaking the obligations of this Contract, OWNER is engaging in a governmental function. The activities undertaken herein are not proprietary and specifically are not for pecuniary profit. Nothing in this Contract is intended to, or shall be construed as, in any way diminishing the immunity OWNER enjoys under applicable law.

10.2. Notification and Access to OWNER Facilities.

10.1.1. To the extent the Provider requires access to OWNER facilities for performances of its Services, the Provider must provide notice to the OWNER and obtain prior permission from the OWNER to obtain such access.

10.1.2. If applicable to the Services rendered hereunder, the OWNER shall have full access to the work site and full access to any off-site preparation and fabrication facilities.

10.3. Use of OWNER's Premises. To the extent applicable to the Services rendered hereunder, Provider shall confine its equipment, apparatus, materials and products, and operations of Provider Employees to the limits indicated by law, ordinances, permits, or directions of the OWNER and shall not unnecessarily encumber the work site or OWNER premises with its materials, products, or equipment.

10.4. Damage to OWNER Property and Premises. The Provider shall be responsible for any damage to the OWNER premises or property and the work site, if applicable, that is caused by the Provider or Provider Employees. Should damage occur as a result of the Provider's actions or the actions of the Provider Employees, the Provider is responsible for the repair and/or replacement of the damage. If the Provider fails to repair or replace the damage, the OWNER shall repair and/or replace the damaged area and charge the Provider or deduct the amount from the Provider's payment, at the OWNER's option.

10.5. Cleaning. To the extent applicable to the Services rendered hereunder, the Provider shall at all times keep the OWNER's property and premises free of rubbish related to Provider's Services hereunder.

10.6. OWNER Right to Complete Work. In addition to all remedies the OWNER has at law or in equity, in the event the Provider shall fail, neglect, or refuse to perform any or all of his duties under this Contract, the OWNER, after giving the Provider seven (7) calendar days' notice in writing, may perform or employ another entity to perform such duties under the Contract and charge the Provider or deduct the amount from the Provider's payment due under this Contract, at the OWNER's option.

10.7. Cumulative Remedies. The OWNER's exercise of any remedy shall not preclude the exercise of any other remedies, all of which shall be cumulative. The OWNER shall have the right, in its sole discretion, to determine which remedies are to be exercised and in which order.

10.8. Survival of Terms and Conditions. All terms and conditions which by their nature extend beyond termination of this Contract shall survive and continue in full force beyond the termination and/or cancellation of this Contract, including without limitations Provider's assurances and warranties in Section 5 and insurance and indemnification obligations in Section 8.

10.9. OWNER Right to Suspend Services. Upon written notice, the OWNER may suspend performance of this Contract if Provider has failed to comply with federal, state, or local laws, or any requirements contained in this Contract. The right to suspend services is in addition to the OWNER's right to terminate and/or cancel this Contract. The OWNER shall incur no penalty, expense, or liability to Provider if the OWNER suspends services under this Section.

- 10.10. No Third-Party Beneficiaries.** Except as expressly set forth herein, this Contract does not and is not intended to create any obligation, duty, promise, contractual right, or benefit in favor of any other person or entity.
- 10.11. Compliance with Laws.** Provider shall comply with all federal, state, and local laws, statutes, ordinances, regulations, insurance policy requirements, and requirements applicable to its activities under this Contract.
- 10.12. Permits and Licenses.** Provider shall be responsible for obtaining and maintaining throughout the term of this Contract all licenses, permits, certificates, and governmental authorizations necessary to perform all of its obligations under this Contract and to conduct business under this Contract. Upon request by the OWNER, Provider shall furnish copies of any permit, license, certificate, or governmental authorizations necessary to provide services under this Contract. The Provider shall deliver all certificates of inspection to the OWNER, if applicable.
- 10.13. Discrimination.** Provider shall not discriminate against any employee or applicant for employment because of sex, race, religion, color, national origin, or disability in violation of State or Federal law.
- 10.13.1.** Provider shall promptly notify the OWNER of any complaint or charge filed and/or determination by any Court or administrative agency of illegal discrimination by Provider.
- 10.13.2.** The OWNER, in its discretion, may consider any illegal discrimination described above as a breach of this Contract and may terminate or cancel this Contract immediately.
- 10.14. Reservation of Rights.** This Contract does not, and is not intended to, impair, divest, delegate, or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, or immunity of the OWNER.
- 10.15 Assignment.** OWNER shall not assign this Contract or any rights or obligations hereunder, without the express written consent of Aquasight, which consent shall not be unreasonably withheld. Any assignment or transfer in violation of the foregoing will be null and void. Aquasight shall not assign this Contract to any affiliate or any entity in connection with the sale, combination, or transfer of all or substantially all of the assets or capital stock or from any other corporate form of reorganization by or of Aquasight without the express written consent of the OWNER, which consent shall not be unreasonably withheld. Subject to all the terms and conditions hereof, the Contract inures to the benefit of and is binding upon the Parties hereto and their successors and assigns.
- 10.16. Force Majeure.** Notwithstanding any other term or provision of this Contract, neither Party shall be liable to the other for any failure of performance hereunder if such failure is due to acts of God, natural disasters, fire, explosion, vandalism, national emergencies, insurrections, riots, wars, strikes, lockouts, or work stoppages. Reasonable Written Notice shall be given to the affected Party of any such event and the other Party's reliance on this provision. If such event persists for sixty (60) days or more, either Party may terminate this Contract without penalty upon Written Notice to the other Party.
- 10.17. Conflict of Interest.** To avoid any real or perceived conflict of interest, Provider shall identify any Provider Employee or relative of Provider's Employees who are presently employed by the OWNER or Macomb County.
- 10.18. Grant Compliance.** If any part of this Contract is supported or paid for with any state or federal funds granted to the OWNER, the Provider shall comply with all applicable grant requirements.

- 10.19. Project Managers.** Each Party shall designate an employee or agent to act as a Project Manager. The Project Manager shall serve as a contact point for all matters related to the services to be performed under this Contract. The Provider's Project Manager shall coordinate with the OWNER's Project Manager. The Provider shall provide the name and qualifications of its Project Manager and an alternate.
- 10.20. Contract Administrator.** The OWNER may appoint a Contract Administrator to be responsible for such activities as monitoring deliverables and funding, addressing the quality of services provided by the Provider, reviewing invoices, and submitting requests to the OWNER board or authorized representative for any contract modification in accordance with this Contract.
- 10.21. Access and Records.** Provider will maintain accurate books and records in connection with the services provided under this Contract for thirty-six (36) months after the end of this Contract and provide the OWNER with reasonable access to such books and records.
- 10.22. Audit.** At the OWNER's request, Provider shall allow an auditor identified by the OWNER to perform finance compliance audits with the authority to access all pertinent records and interview any Provider Employee throughout the term of this Contract and for a period of three (3) years after final payment.
- 10.23. Delegation/Subcontract/Assignment.**
- 10.23.1.** The Provider shall not assign, delegate, or subcontract any part of this Contract without the prior written consent of the OWNER. With respect to permitted assignments, delegations, and subcontracts:
- a.** The rights and obligations under this Contract shall not be diminished in any manner by assignment, delegation, or subcontract.
 - b.** Any assignment, delegation, or subcontract by Provider must include a requirement that the assignee, delegee, or subcontractor will comply with this Contract.
 - c.** The Provider shall remain primarily liable for all work performed by any subcontractor. The Provider shall remain liable to the OWNER for any obligations under the Contract not completely performed or incorrectly performed by any Provider, delegee, or subcontractor.
 - d.** If any part of the Provider's services depends upon the work of any other Provider or subcontractor, the Provider shall inspect and promptly report to the OWNER any defects in such work that shall render it unsuitable.
- 10.24. Non-Exclusive Contract.** This Contract is a non-exclusive agreement and the OWNER may freely engage other persons to perform the same or similar work that the Provider performs. Except as provided in this Contract, this Contract shall not be construed to guarantee the Provider or any Provider Employee any certain quantity of hours or services to be rendered to the OWNER.
- 10.25. No Waiver.** No term or condition of this Contract may be waived in the absence of a written waiver. Absent a written waiver, no act, failure, or delay by a Party to pursue or enforce any right or remedy under this Contract shall constitute

- a waiver of those rights. Any waiver shall be limited to the specific instance for which it is given, and no waiver by either Party shall subsequently affect its right to require strict performance of this Contract.
- 10.26. Severability.** If a court of competent jurisdiction finds a term, condition, or provision of this Contract to be illegal or invalid, then the term, condition, or provision shall be deemed severed from this Contract. All other terms, conditions, and provisions of this Contract shall remain in full force and effect.
- 10.27. Written Notices.** Written Notices given under this Contract shall be sent as follows:
- 10.27.1.** If notice is sent to the Provider, it shall be addressed to: AQUASIGHT LLC, 1650 Big Beaver Road, Suite 101, Troy, MI 48084, ATT: CEO.
- 10.27.2.** If notice is sent to the OWNER, it shall be addressed to: 21777 Dunham Road, Clinton Township, Michigan 48036, ATT: Chief Deputy Public Works Commissioner, with a required copy to: Joseph E. Viviano, Esq., Kienbaum Hardy Viviano Pelton & Forrest, P.L.C., 48 S. Main St., Ste. 2, Mt. Clemens, Michigan 48043.
- 10.27.3.** Either Party may change the address or individual to which notice is sent by notifying the other party in writing of the change.
- 10.28. Contract Modifications or Amendments.** Any modifications, amendments, rescissions, waivers, or releases to this Contract must be in writing and agreed to by an authorized representative of both Parties.
- 10.29. Precedence of Documents.** In the event of a conflict between the terms and conditions in any of the documents comprising this Contract, the terms and conditions in this Contract document shall prevail and take precedence over any allegedly conflicting provisions in all other Exhibits and documents.
- 10.30. Governing Law.** This Contract is made and entered into in the County of Macomb, State of Michigan, and shall be governed, interpreted, and enforced by the laws of the State of Michigan. Provider acknowledges and stipulates that it conducts business in Macomb County for purposes of MCL 600.1621 or any successor statute.
- 10.31. Provider Use of Confidential Information.** The Provider and/or Provider Employees shall not reproduce, provide, or disclose Confidential Information to any third party, or to any Provider Employee not having a legitimate need to know any such information and data, and shall not use the Confidential Information for any purpose other than performing its services under this Contract. Notwithstanding the foregoing, Provider may disclose the Confidential Information if required by law, statute, or other legal process, provided that Provider (i) gives OWNER prompt written notice of an impending disclosure prior to make the disclosure, (ii) provides reasonable assistance to OWNER in opposing or limiting the disclosure, and (iii) makes only such disclosure as is compelled or required.
- 10.32. Entire Contract.** This Contract represents the entire Contract and understanding between the Parties. This Contract supersedes all other prior or contemporaneous oral or written understandings, communications, agreements, or contracts between the Parties related to the subject matter hereof. The language of this Contract shall be construed as a whole according to its fair meaning, and not construed strictly for or against any Party.

EXHIBIT I

1. At all times during this Contract, including renewals or extensions, Provider shall obtain and maintain insurance according to the following specifications:
 - a. Commercial General Liability – with the following minimum requirements:
 - \$1,000,000 for each occurrence of bodily injury and personal injury with an annual aggregate of not less than \$2,000,000.
 - Occurrence Form Policy
 - Broad Form Property Damage
 - Premises/Operations
 - Independent Providers
 - Products and Completed Operations
 - (Blanket) Broad Form Contractual
 - Additional Insured – The Macomb Interceptor Drain Drainage District (“OWNER”) and Macomb Interceptor Drain Drainage District board members, officials, employees (including employees shared with Macomb County), and representatives (“OWNER Agents”)**
 - b. Workers’ Compensation – as required by law and Employer’s Liability Insurance with minimum limits of \$500,000 each accident, \$500,000 bodily injury by disease policy limit, \$500,000 bodily injury by disease each employee;
 - c. Automobile Liability and Property Damage - \$1,000,000 each occurrence, including coverage for all owned, hired, and non-owned vehicles including No Fault coverage as required by law;
 - d. Professional Liability/Errors & Omissions Insurance (as applicable) – with minimum limits of \$1,000,000 per claim and \$2,000,000 aggregate.
2. General Certificates of Insurance:
 - a. All Certificates of Insurance shall be sent as provided in Section 10.27.
 - b. The insurance carrier(s) must have an A.M. Best rating of no less than an A-, VII.

- c. The OWNER and OWNER Agents shall be named additional insured on all policies (excluding Worker's Compensation and Professional Liability/Errors & Omissions Insurance) and the underwriters will have no right of recovery or subrogation against the OWNER or OWNER Agents.
- d. The insurance company(s) issuing the policy or policies will have no recourse against the OWNER for payment of any premiums or for assessments under any form of policy.
- e. The Provider will assume any and all deductible in the above-described insurance policies.
- f. All Certificates are to provide thirty (30) days written notice of material change, cancellation, or non-renewal. Certificates of Insurance or insurance binders must be provided no less than ten (10) working days before commencement of work. Insurance carriers are subject to the approval of the OWNER.

REAL ESTATE PURCHASE AGREEMENT

THIS REAL ESTATE PURCHASE AGREEMENT (the "Agreement") is made this day of August 23rd 2021 (the "Effective Date"), by and between BREWMASTER HOLDINGS, LLC, whose address is 272 E. Boca Raton Road, Boca Raton, FL, 33432, as Purchaser (the "Purchaser"), and the MACOMB INTERCEPTOR DRAIN DRAINAGE DISTRICT, as Seller (the "MIDDD"), whose address is 21777 Dunham Road, Clinton Township, MI 48036. (Sometimes the "Purchaser" and the "MIDDD" are singularly referred to as "Party" and jointly referred to as "Parties" in this Agreement")

1. **General Terms and Conditions.** Subject to the terms and conditions of this Agreement, the Purchaser hereby offers to purchase, and the MIDDD agrees to sell to the Purchaser, the Subject Property described in paragraph 2 of this Agreement. The Purchaser acknowledges and agrees the offer to purchase real estate presented in this Agreement is being submitted to the MIDDD c/o the Macomb County Department of Public Works (the "MCPW").

2. **Subject Real Property.** The approximately 8.89 +/- acres of real property that is the subject of this Agreement, legally described in Exhibit A, is commonly known as:

Address: 45345 Garfield Road, Macomb Township, MI 48044

Parcel/Tax ID: 08-32-300-018

Legal Description: See Exhibit A

together with all structures, improvements, appurtenances, rights, tenements and hereditaments now with the land, and subject to any easements, covenants, restrictions of record, zoning laws and ordinances affecting the real property (the "Subject Property"). The Purchaser acknowledges that upon consummation of the sale contemplated by the Agreement, that the Purchaser will acquire whatever title to the Subject Property that is being offered by the MIDDD, "as is," "where is," subject to assessments, debt service fees, taxes, liens, encroachments, easements, or claims of rights of others, if any.

3. **Eligibility of the Purchaser.** The Purchaser represents and warrants that it, and/or any affiliated owners, shareholders or members are not: (a) under 18 years of age; (b) an employee of the MIDDD, the MCPW or Macomb County; or (c) an agent or immediate member of the household of an employee of the MIDDD, the MCPW or Macomb County. For breach of this warranty, the MIDDD shall have the right to terminate this Agreement without any further liability on the part of the MIDDD, and the Purchaser shall be deemed to be in default as provided in Paragraph 12 below.

4. **Offer to Purchase and Sale of Real Property.** Subject to the terms and conditions herein, the MIDDD agrees to sell and convey to the Purchaser, and the Purchaser agrees to purchase the Subject Property from the MIDDD for Three Million One Hundred Thousand and 00/100 Dollars (\$3,100,000.00), subject to adjustments and prorations as outlined in this Agreement (the "Purchase Price").

5. **Terms of Payment.** The Purchase Price shall be paid by the Purchaser to the

MIDDD as follows:

a. **Earnest Money Deposit.** The Purchaser has deposited Two Hundred Thousand and 00/100 Dollars (\$200,000.00) with the MCPW on behalf of the MIDDD to be held as an earnest money deposit (the "**Deposit**"). The Deposit shall be applied to reduce the funds due at Closing, or shall be refunded to the Purchaser or retained by the MIDDD in accordance with the terms of this Agreement and the "**Escrow Agreement**" (as defined in subparagraph (c) below).

b. The entire unpaid balance of the Purchase Price shall be paid by the Purchaser at closing in cash, certified funds, cashier's check or wire transfer.

i. **Certified Funds.** As used in this Agreement, the term "**Certified Funds**" shall mean, funds that are guaranteed by a bank, (cleared wire transfer, cashier's check), or paid in cash (subject to the cash limit as defined hereinbelow).

ii. **Cash Limit.** No more than Ten Thousand and 00/100 Dollars (\$10,000.00) in total may be paid in cash to the MIDDD to pay all or any part of the Purchase Price.

c. **Escrow Agreement.** The Deposit shall be held in escrow by the MCPW on behalf of the MIDDD pursuant to the signed Acknowledgment of Receipt of Deposit and Escrow Agreement in the form attached hereto as **Exhibit B**.

6. **Due Diligence and Access to the Subject Property.** The Purchaser shall have the right to inspect and determine the feasibility of the purchase of the Subject Property within 150 days of the effective date of this Agreement (the "**Due Diligence Period**"), including, but not limited to investigations relating to access off M-59, zoning and municipal restrictions, easements and title encumbrances, available utilities, development potential, and conducting soil tests, structural, subsurface, environmental, wetlands, topographical analysis or any other test or analysis the Purchaser desires in order to determine the feasibility of the purchase of the Subject Property in the Purchaser's sole discretion (the "**Due Diligence**"). All of Purchaser's due diligence pursuits shall be at Purchaser's sole cost and expense. During the Due Diligence Period, the Purchaser, its agents, and representatives shall have reasonable access to the Subject Property, including, the right to inspect the Subject Property via the Purchaser's employees, appraisers, agents, architects, environmental consultants, and engineers. Seller shall cooperate in all phases of the Purchaser's pursuit of final site plan approval, rezoning application and/or any other municipal approvals to build its contemplated development. All new appraisals, inspections, audits, and/or tests that the Purchaser requests shall be at the Purchaser's sole cost and expense and shall be performed during reasonable business hours with reasonable prior advance to the MIDDD. The Purchaser shall not perform any invasive inspections without MIDDD's prior consent. Moreover, the Purchaser, at its sole cost and expense, restore any damage to the Subject Property resulting from any of the Purchaser's inspections or testing to substantially the same condition that existed prior to the disturbance, damage or alteration. The Purchaser shall also indemnify, defend, and hold the MIDDD harmless with respect to any personal liability, bodily injury, property damage, and construction and/or mechanic's liens resulting from the Purchaser's entry and conduct of due diligence activities upon the Subject

Property, including but not limited to all attorneys' fees and costs incurred in connection therewith.

a. Production of Due Diligence Information. Seller shall provide to Purchaser any third-party reports, surveys, or appraisals in its possession, if any, within ten (10) business days of the date of this Agreement. In the event that the Purchaser properly terminates this Agreement, the Purchaser shall provide a PDF or paper copy to the MIDD of any testing results, appraisals, or reports pertaining to the Subject Property arising out of the Purchaser's due diligence activities within ten (10) business days of the MIDD's written request for such information.

b. Purchaser's Municipal and Governmental Agency Approvals. It is understood that Purchaser will be applying for site plan approval for a Maverick's Restaurant, (approximately 7,000 sq. feet, plus outdoor dining). Purchaser shall be responsible to pay all applicable fees, professional fees, and expenses in connection with its intended development, including its pursuit for site plan approval, and shall indemnify and hold Seller harmless from all costs, expenses, liens, fees and charges in connection with Purchaser's development pursuits. Purchaser shall also provide Seller with copies of all municipal body or governmental agency submittals by Purchaser for its development approvals sought before Closing. Any request for a change of use, zoning, annexation or site plan that may require Seller's signature on an application, such signature shall not be unreasonably denied, delayed or conditioned.

c. Deposit Disposition and Termination During Due Diligence. If the Purchaser deems that the purchase of the Subject Property is not acceptable during the first ninety (90) days of the Due Diligence period, which shall be in the Purchaser's sole, subjective, and discretionary decision, the Purchaser may terminate this Agreement by written notice delivered to the MIDD and thereby terminate this Agreement and receive a refund of the entire Deposit. Upon the timely termination of this Agreement, neither party shall have any further liability or obligation to the other under this Agreement. In the event the Purchaser does not terminate this Agreement on or before the expiration of the first ninety (90) days of the Due Diligence Period or when the Purchaser receives its environmental reports, whichever is earlier, then the first \$100,000.00 of the Deposit shall be deemed non-refundable. The second \$100,000 of the Deposit shall be deemed non-refundable upon Purchaser obtaining approval of a curb cut off M-59 from MDOT or when the full 150 day due diligence expires, whichever occurs sooner. Purchaser shall expeditiously engage its environmental company to perform its environmental reports and make all applications necessary for the curb cut off M-59, and shall notify Seller of the results of its environmental reports and curb cut application within three (3) days of Purchaser's receipt of same. If the Purchaser does not terminate this Agreement before the expiration of the Due Diligence Period, the Purchaser shall be deemed to have approved all matters relating to the Subject Property (other than the conditions to closing set forth in this Agreement), and the Purchaser shall be bound to close. The Purchaser may also, at its option, and in its sole discretion, elect to waive any and all due diligence time periods, conditions and requirements not fully satisfied, and proceed to Closing.

d. Extension. The Due Diligence Period may be extended by a mutual

agreement of the parties ratified in writing before the expiration of the Due Diligence Period.

7. **Covenant Deed.** The Purchaser acknowledges that it will receive a Covenant Deed transferring whatever rights, title and interest the MIDDD had in the Subject Property at the time of the Closing. The Purchaser will also receive a Property Transfer Affidavit that must be submitted to the Macomb Township Assessor in accordance with state law.

8. **"AS IS" Sale.** THE SUBJECT PROPERTY IS BEING SOLD "AS IS", "WHERE IS" AND "WITH ALL FAULTS" AS OF CLOSING, WITHOUT ANY REPRESENTATION OR WARRANTY AS TO ITS CONDITION, FITNESS FOR ANY PARTICULAR PURPOSE, MERCHANTABILITY OR ANY OTHER WARRANTY, EXPRESS OR IMPLIED. THE MIDDD SPECIFICALLY DISCLAIMS ANY WARRANTY, GUARANTY OR REPRESENTATION, ORAL OR WRITTEN, PAST OR PRESENT, EXPRESS OR IMPLIED CONCERNING THE SUBJECT PROPERTY. THE PURCHASER ACKNOWLEDGES THAT THE PURCHASER IS PURCHASING THE SUBJECT PROPERTY BASED SOLELY UPON THE PURCHASER'S OWN INDEPENDENT INVESTIGATIONS AND FINDINGS AND NOT IN RELIANCE UPON ANY INFORMATION PROVIDED BY THE MIDDD'S, THE MCPW'S OR MACOMB COUNTY'S, EMPLOYEES, AGENTS, OR CONTRACTORS.

9. **General Release.** The Purchaser releases the MIDDD, its agents, employees and representatives, including the MCPW, Macomb County and the Macomb County Public Works Commissioner Candice S. Miller, from any and all claims demands, causes of action, judgments, losses, damages, liabilities, costs and expenses (including without limitation attorneys' fees whether suit is instituted or not) whether known or unknown, liquidated or contingent (collectively "Claims") arising from or related to (a) the sale administered by the MIDDD, the MCPW or their agents, employees and contractors, or (b) any defects, errors or omissions in the design, condition or construction of the Subject Property, whether the same are a result of negligence or otherwise, or (c) other conditions (including, but not limited to environmental conditions, encroachments, wetlands, zoning and suitability) affecting the Subject Property, whether the same are a result of negligence or otherwise, or (d) the ownership, title, possession, occupancy, use, management or leasing of the Subject Property.

10. **Environmental Release.** The releases set forth in this Agreement specifically include any Claims under any Environmental Laws, or with respect to any environmental risk. "Environmental Laws" includes, but is not limited to the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (42 U.S.C. §§6901 et seq.), the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. §§9601 et seq.), the Emergency Planning and Community Right to Know Act (42 U.S.C. §§11001 et seq.), the Clean Air Act (42 U.S.C. §§7401 et seq.), the Clean Water Act (33 U.S.C. §§1251 et seq.), the Toxic Substances Control Act (15 U.S.C. §§2601 et seq.), the Hazardous Materials Transportation Act (49 U.S.C. §§1801 et seq.), the Occupational Safety and Health Act (29 U.S.C. §§651 et seq.), the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. §§136 et seq.), and the Safe Drinking Water Act (42 U.S.C. §§300f et seq.), as any of the same may be amended from time to time, any state or local law dealing with environmental matters, and any regulations, orders, rules, procedures, guidelines and the like promulgated in connection

therewith, regardless of whether the same are in existence on the date of this Agreement.

11. **Claims Liability.** The Purchaser acknowledges and agrees hold the MIDDD, the MCPW, and Macomb County harmless from any and all losses, liabilities, actions, claims, debts, demands, judgments, liabilities, costs and attorneys' fees arising out of, claimed on account of, or in any manner predicated upon loss of or damage to property and injuries, illness or disabilities to or death of any and all persons whatsoever, including the Purchaser, members of the general public, or to the property of any legal or political entity including State, local and interstate bodies, in any manner caused by or contributed to by the Purchaser, its agents, contractors, servants, employees, or any person subject to its control while in, upon or about the sale site and/or the site of the Subject Property during Due Diligence and before Closing, or while the Subject Property is in the possession of or subject to the control of the Purchaser, its agents, servants or employees after the Subject Property has been removed from the MIDDD's ownership, possession and control.

12. **Default.** In the event the Purchaser defaults in its obligations to perform any of the covenants and agreements contained herein to be performed by the Purchaser after acceptance and within the time for performance as specified herein, the MIDDD, in its sole discretion, may (i) as its sole and exclusive remedy retain the entire Deposit as liquidated damages, or (ii) terminate this Agreement and return the Deposit to the Purchaser.

13. **Closing.** The closing of this transaction shall take place within ten (10) days of the close of the Due Diligence Period defined in Paragraph 6, at the offices of the MCPW, or at another mutually acceptable location agreed to by the parties (the "Closing"). At Closing, the Seller shall pay all mortgages, taxes, assessments, liens, and encumbrances affecting clear and marketable title to the Property, if any. The Purchaser may obtain a title insurance policy at its own expense; however, the MIDDD will have no obligation or responsibility to issue or pay for any title insurance policy at or before Closing.

a. **Closing Deliveries.** At Closing (or such other times as may be specified below), the MIDDD and/or the Purchaser, as appropriate, shall deliver or cause to be delivered the following:

- i. **Covenant Deed.** A Covenant Deed transferring whatever rights, title and interest the MIDDD had in the Subject Property at the time of the sale.
- ii. **Closing Statement.** A closing statement conforming to the relevant provisions of this Agreement.
- iii. **Property Transfer Affidavit.** A property transfer affidavit to be submitted by the Purchaser to the Macomb Township Assessor in accordance with state law.

b. **Tax Proration.** All taxes and assessments of every kind and description, extraordinary as well as ordinary, and now of record, or have become a lien on the Subject Property as of the date of Closing, shall be paid by the MIDDD, except that (a) all current property taxes shall be prorated and adjusted between MIDDD and Purchaser as of the Closing

Date on a due-date basis, without regard to lien date, as if paid in advance (e.g. taxes due July 1 shall be treated as if paid for the period July 1 through the following June 30, and taxes due December 1 shall be treated as if paid for the period of December 1 through the following November 30); and (b) Purchaser shall be responsible for the payment of all property taxes falling due after the Closing Date without regard to lien date. MIDDD shall be responsible for payments and installments due on or before the date of Closing for any special assessment against the Subject Property. Purchaser shall be responsible for payment of all installments due after the Closing date on any special assessment against the Subject Property. Notwithstanding the foregoing, the Parties acknowledge that since the MIDDD is a public entity, this property is currently tax exempt until sold.

c. **Payment of Other Closing Expenses.** The Purchaser shall be responsible to pay for any and all escrow fees, closing costs and recording fees arising out of the Closing. The Purchaser shall also pay any and all state and local transfer taxes applicable to the transfer of title at Closing, if any.

14. **Possession.** The MIDDD shall deliver possession of the Subject Property to the Purchaser at Closing.

15. **Headings.** The headings of various sections in this Agreement are for convenience only and are not to be utilized in construing the content or meaning of the substantive provisions hereof.

16. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan, without regard to conflicts of law principles. Each party shall submit any dispute regarding this Agreement to the Macomb County Circuit Court.

17. **Severability.** Whenever possible, each provision of this Agreement and all related documents shall be interpreted in such a manner as to be valid under applicable law but to the extent any provision of this Agreement is held to be invalid or prohibited under applicable law by a Court with competent jurisdiction, such provision shall be ineffective only to the extent of such invalidity or prohibition, without invalidating the remainder of this Agreement.

18. **Assignment.** The Purchaser shall have no right to assign this Agreement or any of its rights, title or interests without the express written consent of the MIDDD, which may be withheld in its sole discretion, except in the event that the Purchaser assigns its rights to an affiliated and/or commonly controlled entity, in which case the Purchaser shall not need consent from the MIDDD; however, in such event the original Purchaser shall still remain bound by the terms and obligations of this Agreement, jointly and severally with the new purchaser, until a successful closing occurs.

19. **Counter-Parts/Electronic Signatures.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together constitute one and the same document. All electronic copies of signatures of this Agreement shall be treated as an original for all purposes.

20. **Notices.** All notices and other communications hereunder shall be in writing and

shall be effective if and when sent by registered or certified U.S. mail or reputable same-day or overnight courier, postage prepaid or otherwise accounted for by sender, and sent to the addresses set forth below (or at such other address for a party as shall be specified in a notice given in accordance with this Agreement), with a carbon copy sent by email at the addresses below:

If to the MIDDD:

Macomb Interceptor Drain Drainage District
c/o Macomb County Department of Public Works
Attn: Tamara Keskeny, Manager Real Property
21777 Dunham Road
Clinton Township, MI 48036
E-mail: tamara.keskeny@macombgov.org

with a copy to:

Benjamin J. Aloia, Esq.
Aloia & Associates, P.C.
48 S. Main Street, Ste. 3
Mount Clemens, MI 48043
Email: aloia@aloiaandassociates.com

If to the Purchaser:

Brewmaster Holdings, LLC
c/o Chad A. Wilson
272 E. Boca Raton Road
Boca Raton, FL, 33432
Email: cwilson73@gmail.com

with a copy to:

Keith Rogers
Restaurant Development Advisors, LLC
3111 Pikewood Court
Commerce, MI 48382
Email: keith@rdadvisors.net

Either party may, by written notice to the other, change the address to which notices are to be sent. Unless otherwise provided herein, all notices shall be deemed given as provided above, except that a notice of a change of address shall be deemed given when actually received. Sender's affidavit of the date and time of deposit in a mailbox or with the express mail service or the postmark, whichever is earlier shall constitute evidence of the effective date when the notice has been given.

21. **Entire Agreement.** This written Agreement, including all Exhibits incorporated herein, embodies the entire understanding between the parties hereto with respect to the subject matter contained herein, and supersedes any and all prior negotiations, discussions, understandings and written or oral agreements among them with respect to the subject matter. The terms of this Agreement are contractual and not merely recital and supersede and control any previous course of dealing or usage of trade. In the event there is any conflict between the

terms of this Agreement and the terms of any acknowledgment or other documents relating to this Agreement, the terms of this Agreement shall control. All the documents attached to this Agreement as Exhibits are hereby integrated into this Agreement and have been reviewed and approved by each party, and each party acknowledges its consent to sign those documents at Closing.

22. Voluntary and Knowing Ratification and Construction. Each Party acknowledges that it has retained counsel of its own choosing concerning the claims released in this Agreement; that each Party has read and fully understands the terms of this Agreement and/or has had it reviewed and approved by their counsel of choice, with adequate opportunity and time for such review; that this Agreement has been the result of negotiations; and that each Party is fully aware of its contents and of its legal effect. Accordingly, this Agreement will not be construed against any Party because such Party drafted this Agreement. Instead, this Agreement will be interpreted as though drafted equally by all Parties. Each Party enters into this Agreement freely and voluntarily and with a full understanding of its terms. Each Party acknowledges that except as expressly set forth in this Agreement, no representations of any kind or character have been made to it by the other to induce its execution of this Agreement. Each Party further states that the only representations made to it to obtain its consent to this Agreement are stated in this Agreement and that each Party is signing this Agreement voluntarily and without coercion, intimidation, or threat of retaliation.

23. Waiver. No waiver by either Party shall be effective unless such waiver is in writing and signed by the Party waiving the term or condition. The failure of any party to enforce at any time any of the provisions of this Agreement shall in no way be a waiver of such provision nor in any way affect the validity of this Agreement or any part of this Agreement or the right of any party thereafter to enforce each and any such provision. No waiver of any breach of this Agreement shall be held to be a waiver of any other breach of this Agreement.

24. Amendment. This Agreement may not be amended, changed or modified in any manner except by an instrument in writing signed by each of the parties hereto and their respective representatives, agents, successors and permitted assigns.

25. Authority. The signatories of each Party below have signed this Agreement with the authority and approval of their respective governing members and/or boards, including the Drain Board for the Macomb County Interceptor Drain Drainage District. This Agreement shall be binding upon the parties, and their respective shareholders, managers, members, boards, directors, officers, agents, employees, successors and permitted assigns.

26. Brokers. The Purchaser and the MIDDD acknowledge that Keith Rogers of Restaurant Development Advisors, LLC has represented the Purchaser in this sale. The MIDDD agrees to pay a commission of 1.5% of the Purchase Price upon the successful closing of this sale, out of the sale proceeds at Closing. The Purchaser shall pay the other 1.5% commission. This commission shall only be paid by the MIDDD if and when the sale successfully closes, and the MIDDD has no obligation to pay any commission in the event this purchase agreement is terminated by either Party before Closing or Purchaser defaults on the sale.

27. **MIDDD's Continued Marketing of Property.** MIDDD and Purchaser agree that the Subject Property will remain on the market for sale during the first ninety (90) day Due Diligence Period. MIDDD agrees to take the Subject Property off the market after the first 90 days if the Purchaser does not terminate the Agreement and one-half of the Deposit is deemed non-refundable. MIDDD agrees that it cannot enter into any new purchase agreement or letter of intent with another purchaser while this Purchase Agreement remains under contract, but may do so upon the default or termination of this Agreement by the Purchaser.

IN WITNESS WHEREOF, the MIDDD and the Purchaser have executed this Agreement on the dates written below.

Macomb Interceptor Drain Drainage District:

Dated: August 23, 2021.

/s/ *Candice S. Miller*

By: Candice S. Miller
Its: Chairperson

Brewmaster Holdings, LLC:

Dated: 8/18, 2021

/s/

[Signature]
By: Chad A. Wilson
Its: Authorized Member

EXHIBIT A

Subject Property Legal Description

Real property in the Township of Macomb, County of Macomb, State of Michigan, described as follows:

Part of the southwest $\frac{1}{4}$ of section 32, town 3 north, range 13 east, being described as: Commencing at the southwest corner of section 32; thence north 00 degrees 13 minutes 12 seconds west 285.77 feet along the west line of section 32 to the north line of M-59 and the point of beginning; thence continuing along the west line of section 32 north 00 degrees 13 minutes 12 seconds west 1052.66 feet; thence south 89 degrees 50 minutes 48 seconds east 171.39 feet to the west right of way line of Garfield Road (120 feet wide); thence along the west line of Garfield Road the following two courses, south 21 degrees 26 minutes 45 seconds east 659.63 feet and along a tangent curve concave to the southwest having a central angle of 14 degrees 11 minutes 38 seconds, a radius of 1840.00 feet, an arc length of 455.82 feet and whose chord is south 14 degrees 20 minutes 56 seconds east 454.66 feet to the north right of way line of M-59; thence north 89 degrees 45 minutes 15 seconds west 521.20 feet along the north right of way line of M-59 to the west line of section 32 and the point of beginning.

Commonly known as: 45345 Garfield Road, Macomb Township, MI 48044
Tax Parcel ID No. 08-32-300-018

EXHIBIT B

ACKNOWLEDGMENT OF RECEIPT OF DEPOSIT AND ESCROW AGREEMENT

The Macomb County Department of Public Works (the "MCPW") on behalf of Macomb Interceptor Drain Drainage District (the "MIDDD") hereby acknowledges receipt of a certain signed "Real Estate Purchase Agreement" made by Brewmaster Holdings, LLC (the "Purchaser") (the "Agreement"), together with the receipt the "Deposit" to be held in escrow by the MIDDD subject to the terms and conditions of the Agreement.

The Deposit held in Escrow may only be returned to the Purchaser if the Purchaser properly terminates the Real Estate Purchase Agreement in a signed written notice submitted to the MIDDD in accordance with paragraph 6(c) of the Purchase Agreement. In the event of the Purchaser's default under the Agreement, the Purchaser hereby expressly authorizes the MIDDD to retain the Purchaser's Deposit held in escrow as Liquidated Damages, as more fully provided in Paragraph 12 of the Agreement.

The Purchaser expressly acknowledges and agrees that this receipt is only an acknowledgment of the MCPW's receipt of the Deposit on behalf of the MIDDD.

Macomb Interceptor Drain Drainage District:

Dated: _____, 2021

/s/ _____
By: Candice S. Miller
Its: Chairperson

Brewmaster Holdings, LLC:

Dated: _____, 2021

/s/ _____
By: Chad A. Wilson
Its: Authorized Member

<u>Funding Source</u>	<u>Apportionment</u>	<u>Manager</u>	<u>Vendor</u>	<u>Amount</u>	<u>Invoice Detail</u>	<u>Project Summary</u>	<u>Project Balance</u>	
Macomb Interceptor Drain	Chapter 20 Chesterfield – 7.3432% Clinton – 21.3460% Fraser – 4.1370% Harrison – 6.4221% Lenox – 1.0652% Macomb – 13.9284% New Haven – .8271% Shelby – 9.7757% Sterling Heights – 30.7833% Utica – 1.6268% Washington – 2.7451%							
		Astorino	Access Interactive LLC	\$ 607.91	Invoice #IN000107032 - 8.6.21	SCADA Maintenance	\$ 14,356.25	
		Astorino	Access Interactive LLC	\$ 2,502.34	Invoice #INV000107254 - 8.31.21	SCADA Pro Support through 8.25.22		
		Downing	Anderson, Eckstein & Westrick	\$ 23,783.35	Invoice #132861 - 8.19.21	Phase 2 Grouting through 8.1.21	\$ 143,850.35	
		Astorino	Applied Science, Inc.	\$ 32,200.00	Invoice #7932 - 8.31.21	Dye Dilution Testing through 7.10.21	\$ 81,087.50	
		Astorino	Aquasight	\$ 119,530.00	Invoice #000655 - 8.2.21	COVID 19 Monitoring - State Grant	\$ 293,123.00	
		Astorino	City of Mt. Clemens	\$ 17,195.18	Invoice #28003449 - 8.30.21	Monthly Utilities - July 2021		
		Astorino	DTE Energy	\$ 1,143.22	Invoice #RTG87-9JJ7X - 8.2.21	Monthly Electric - 7.1.21 - 7.30.21		
		Astorino	DTN, LLC	\$ 778.50	Invoice #5979626 - 7.23.21	Storm Sentry 8.15.21 - 11.14.21		
		Astorino	Fishbeck	\$ 4,355.00	Invoice #403374 - 8.12.21	Wastewater Master Plan through 8.6.21	\$ 407,965.31	
		Astorino	Fishbeck	\$ 1,050.00	Invoice #403263 - 8.11.21	GLWA Assistance through 8.6.21	\$ 8,389.37	
		Astorino	Fishbeck	\$ 571.50	Invoice #403368 - 8.12.21	As-Needed Services through 8.6.21	\$ 55,877.38	
		Downing	FK Engineering Associates	\$ 83,051.63	Invoice #20-152-008 - 7.19.21	Romeo Arm Lining - Segment 5	\$ 1,743,847.52	
		Downing	FK Engineering Associates	\$ 23,175.16	Invoice #20-058-014 - 7.19.21	Segment 6 Structural Rehabilitation	\$ 1,695,157.69	
		Downing	Meadowbrook Insurance	\$ 103,277.98	Invoice #7755 - 8.16.21	General Liability Policy for Segment 5 & 6		
		Downing	Meadowbrook Insurance	\$ 78,412.50	Invoice #7756 - 8.16.21	Primary Excess Liability Policy for Segment 5 & 6		
		Downing	Meadowbrook Insurance	\$ 47,508.75	Invoice #7757 - 8.16.21	Excess Liability Policy for Segment 5 & 6		
		Downing	Meadowbrook Insurance	\$ 73,772.33	Invoice #7758 - 8.16.21	Excess Liability OCIP Policy for Segment 5 & 6		
		Downing	Meadowbrook Insurance	\$ 75,573.25	Invoice #7760 - 8.16.21	Excess Liability OCIP Policy for Segment 5 & 6		
		Downing	Meadowbrook Insurance	\$ 56,375.00	Invoice #7792 - 8.16.21	Excess Liability OCIP Policy for Segment 5 & 6		
		Downing	Meadowbrook Insurance	\$ 88,000.00	Invoice #5404 - 8.16.21	OCIP Administration Fee		
		Astorino	METCO Consulting Services	\$ 2,808.31	Invoice #1717-25 - 8.3.21	Flow Control Services	\$ 90,976.23	
		Astorino	Motor City Electric Technologies	\$ 595.00	Invoice #92862 - 9.4.21	Drawing Markups		
		Astorino	NexGen	\$ 14,375.00	Invoice #2959 - 8.5.21	License/Contractor Portal - 10.20.20 - 9.30.22		
		Downing	Oscar Renda	\$ 209,400.30	Invoice #WO19024 Est #12	Romeo Arm Segment 5 Lining	\$ 21,104,114.21	
		Downing	Tetra Tech, Inc.	\$ 66,683.24	Invoice #51768483 - 8.3.21	Odor & Corrosion Design through 7.23.21	\$ 618,874.44	
		Astorino	Trendset Communications Group	\$ 640.76	Invoice #2040 - 7.29.21	Fiber Service Call		
		Sucharski	Verizon Wireless	\$ 1,025.80	Invoice #9884771377 - 7.23.21	Monthly Cellular - 6.24.21 - 7.23.21 (Eq Fund)		
		Sucharski	Verizon Wireless	\$ 661.64	Invoice #9884771377 - 7.23.21	Monthly Cellular - 6.24.21 - 7.23.21		
		Astorino	Weiss Construction	\$ 199,546.65	Invoice #WO18351 EST #5 - 8.19.21	Metering Rehabilitation through 8.19.21	\$ 216,826.00	
		Astorino	Wonderware North	\$ 8,007.46	Invoice #91876 - 8.6.21	Wonderware Renewal		

<u>Funding Source</u>	<u>Apportionment</u>	<u>Manager</u>	<u>Vendor</u>	<u>Amount</u>	<u>Invoice Detail</u>	<u>Project Summary</u>	<u>Project Balance</u>
<u>CPS</u>		Astorino	Clinton Township Treasurer	\$ 3,033.35	Invoice #21-443 - 7.31.21	Monthly Utilities - 6.22.21 - 7.27.21	
		Astorino	DTE Energy	\$ 17,147.75	Invoice #RV1DF-8W003 - 8.2.21	Monthly Electric - 7.2.21 - 8.2.21	
		Astorino	GALCO	\$ 829.76	Invoice #AJ5680801 - 8.6.21	Filters	
		Astorino	Joe's Trailer	\$ 639.96	Invoice #1-715580 - 7.13.21	Hitch Trailer Mount - Portable Generator	
		Astorino	Spencer Oil Company	\$ 569.70	Invoice #690092 - 7.28.21	Diesel Fuel	
		Astorino	Wade Trim	\$ 541.25	Invoice #2021739 - 8.31.21	As-Needed Services through 8.20.21	
<u>CS-3</u>		Astorino	Colville Electric Co., LLC	\$ 1,571.72	Invoice #210429 - 6.30.21	Temporary Generator Installation	
		Astorino	HESCO	\$ 3,600.00	Invoice #202113069 - 8.6.21	Hydraulic Oil Leak Repair	
<u>Meters</u>		Astorino	Aquasight	\$ 22,596.00	Invoice #00651 - 8.2.21	Wastewater - ACE Platform Phase 3 - Part 2 of 6	\$ 185,473.00
		Astorino	Colville Electric Co., LLC	\$ 6,640.00	Invoice #210428 - 6.30.21	Enclosure Replacement FRS - 2	
<u>NGI</u>		Astorino	Colville Electric Co., LLC	\$ 6,319.50	Invoice #210431 - 6.30.21	Light Replacements in Meter Pit	
		Astorino	De-Cal, Inc.	\$ 13,949.27	Invoice #WO9210734 - 8.10.21	Replace Pressure Transducers	
		Astorino	Fishbeck	\$ 4,156.65	Invoice #403369 - 8.12.21	Inspection Program through 8.6.21	\$ 224,950.52
<u>OMID</u>		Downing	Oakland County	\$ 4,259,286.67	Invoice #SDS0007849 - August 2021	Monthly Utilities - August 2021	
		Astorino	Wonderware North	\$ 1,303.54	Invoice #91876 - 8.6.21	Wonderware Renewal	
<u>SEMSD</u>		Astorino	Fishbeck	\$ 8,245.07	Invoice #403372 - 8.12.21	Wastewater Master Plan through 8.6.21	\$ 49,104.13
Total				\$ 5,687,037.95			

Budget to Actual
MIDDD
As of Aug 31, 2021 = 17%

DESCRIPTION	2022 FINAL BUDGET	ENCUMBERED	ACTUAL	REMAINING BUDGET	PCT UTILIZED
REVENUE ACCOUNTS					
GLWA-OMID	47,284,425		7,881,217	39,403,209	16.7%
OMID O&M	3,827,015		637,836	3,189,179	16.7%
Settlement	100,000			100,000	0.0%
Reimbursements	200,000		19,836	180,164	9.9%
PY Revenue-Fund Balance	10,370,340			10,370,340	0.0%
Washington Twp Meter Project	47,470			47,470	0.0%
Reimb-Local Communities	16,476,210		2,746,035	13,730,175	16.7%
Interest	60,000		940	59,060	1.6%
Total Revenue Accounts	78,365,460	-	11,285,863	67,079,597	14.4%
EXPENSE ACCOUNTS					
GLWA-OMID	47,284,425		7,881,217	39,403,209	16.7%
OMID O&M	3,827,015		637,836	3,189,179	16.7%
Public Works Wastewater Disposal Division	1,702,960			1,702,960	0.0%
Office Operations/Insurance	332,250		46,156	286,094	13.9%
SCADA	280,490		16,805	263,685	6.0%
Engineering					
Replenish reserve from CPS refunding	618,680			618,680	0.0%
Segment 5(Paid from const/ eng reserve)	-		665,471	(665,471)	0.0%
GLWA Assistance	40,000		1,050	38,950	2.6%
Repair work stemming from inspection program/Phase III Grout	3,200,000			3,200,000	0.0%
Segment 6 Construction Admin	1,500,000		28,995	1,471,005	1.9%
Odor and Control Construction	6,000,000			6,000,000	0.0%
General Construction/Engineering Contingency-All Projects	225,000			225,000	0.0%
Aquasight-On going improvements to program	175,000		58,096	116,904	33.2%
As Needed Applied Science	25,000			25,000	0.0%
As Needed FK Engineering	60,000			60,000	0.0%
As Needed FTCH	50,000		572	49,428	1.1%
As Needed Metco	90,000		2,808	87,192	3.1%
As Needed Wade Trim	70,000		674	69,326	1.0%
Level Sensors/Pressure/H2S-Meters	214,200			214,200	0.0%
Meter Dye Testing	38,600			38,600	0.0%
Odor and Control-Construction	1,000,000			1,000,000	0.0%
Odor and Corrosion Design	375,260		66,683	308,577	17.8%
COVID Monitoring -Reimburse from grant	-		119,530	(119,530)	100.0%
Phase II Grouting	2,000,000		176,102	1,823,898	8.8%
Phase III Grouting	325,000			325,000	0.0%
Segment 6 Construction Administration	1,503,560			1,503,560	0.0%
SY-S-1, SY-S-2, & WA-S-1 Meter Const Admin/Rehab	1,804,590		260,357	1,544,233	14.4%
Wastewater Master Plan/Contract Capacity	330,050		12,600	317,450	3.8%
Data Review-Aquasight	24,090		22,596	1,494	93.8%
Legal Services	150,000			150,000	0.0%
Clintondale PS O&M	580,000		25,898	554,102	4.5%
NGI O&M	225,000		21,418	203,582	9.5%
Meters O&M	190,970		1,187	189,783	0.6%
CS-3 O&M	216,000		3,600	212,400	1.7%
Biofilter O&M	26,000		1,153	24,847	4.4%
Contribution Life Cycle Reserve	171,700			171,700	0.0%
Interceptor O&M	1,738,450		4,157	1,734,293	0.2%
Stormwater Pump Stations	91,000		15,167	75,833	16.7%
Sewage Disposal Charges - Mt. Clemens	200,000			200,000	0.0%
Debt Service - Revenue Bonds	1,680,170		280,028	1,400,142	16.7%
Total Expense Accounts	78,365,460	-	10,350,155	68,015,305	13.2%

	O&M Balance 6/30/2021	O&M	Total 8/31/2021
Cash - Operating	37,753,257	935,708	38,688,965
Accounts Receivable			0
Assets			0
Liabilities			0
Revenues		11,285,863	11,285,863
Expenditures		10,350,155	10,350,155
			0
Equity*	37,753,257		38,688,965

Detail of 2021 Equity*

Projected reserve at 6/30/2021	8,749,004
Projected Construction/ Engineering Reserve	28,001,153
Life Cycle Reserve	1,003,100