

FIFTH AMENDMENT TO
GENESEE COUNTY PHASE II REGULATIONS STORM WATER
MANAGEMENT SYSTEM CONTRACT

THIS FIFTH AMENDMENT TO CONTRACT, made and entered into as of the 1st day of October, 2026, by and among the COUNTY OF GENESEE, a Michigan county corporation (hereinafter referred to as the “County”), by and through its Drain Commissioner, as County Agency, and the TOWNSHIP OF CLAYTON, TOWNSHIP OF DAVISON, CHARTER TOWNSHIP OF FENTON, CHARTER TOWNSHIP OF FLINT, CHARTER TOWNSHIP OF GENESEE, CHARTER TOWNSHIP OF GRAND BLANC, CHARTER TOWNSHIP OF MT. MORRIS, CHARTER TOWNSHIP OF VIENNA, CITY OF BURTON, CITY OF CLIO, CITY OF DAVISON, CITY OF FENTON, CITY OF FLUSHING, CITY OF GRAND BLANC, CITY OF LINDEN, CITY OF MT. MORRIS and CITY OF SWARTZ CREEK (hereinafter referred to individually as a “Municipality” or collectively as the “Municipalities”):

W I T N E S S E T H:

WHEREAS, the County and the Municipalities are subject to the requirements of the Phase II Storm Water Regulations (the “Phase II Regulations”) published by the United States Environmental Protection Agency (“EPA”) in the Federal Register on December 8, 1999; and

WHEREAS, the Board of Commissioners of the County of Genesee has established the Genesee County Storm Water Management System (the “System”) to provide, among other things, storm water management services to the Municipalities pursuant to the provisions of Act 342, Public Acts of Michigan, 1939, as amended (“Act 342”), to enable the County and the Municipalities to comply with the requirements of the Phase II Regulations and to engage in other watershed management activities related thereto; and

WHEREAS, the County Drain Commissioner (hereinafter referred to as the “County Agency”) has been designated as the agency of the County in connection with the establishment, management and operation of the System; and

WHEREAS, the County, the Municipalities, with the exception of the Township of Clayton and the Charter Township of Grand Blanc which are added as parties and Municipalities to this Fifth Amendment to Genesee County Phase II Regulations Storm Water Management System Contract, and other units of local government in the County have previously entered into the Genesee County Phase II Regulations Storm Water Management System Contract, dated as of May 1, 2001, as amended by the First Amendment to Genesee County Phase II Regulations Storm Water Management System Contract, the Second Amendment to Genesee County Phase II Regulations Storm Water Management System Contract, the Third Amendment to Genesee County Phase II Regulations Storm Water Management System Contract and the Fourth Amendment to Genesee County Phase II Regulations Storm Water Management System Contract (as amended, the “Contract”), pursuant to which the County agreed to provide such services as are necessary (defined therein as the “Services”) to assist the County, the Municipalities identified in the Genesee County Phase II Regulations Storm Water Management System Contract, dated as of May 1, 2001, and each amendment thereto, and such other local units of government in complying with the requirements of the Phase II Regulations and in other watershed management activities, including, but not limited to, applying for NPDES permit coverage and planning for and implementing storm water discharge management controls (known as “best management practices”) with respect to the following minimum control measures: (a) public education and outreach on storm water impacts; (b) public participation/involvement; (c) illicit discharge detection and elimination; (d) construction site storm water runoff control; (e) post-construction storm water runoff control; and (f) pollution prevention/good housekeeping for municipal operations; and

WHEREAS, the Contract provided for a budget of not to exceed \$250,000 for the Services and set forth the manner in which the budgeted cost of the Services was to be allocated among the County and the Municipalities; and

WHEREAS, the Contract also provided for the creation of a Phase II Storm Water Advisory Committee (the Committee”), which consists of one representative from the County and each of the Municipalities; and

WHEREAS, the Committee has appointed three subcommittees with the following responsibilities to assist in the implementation of the best management practices: (a) the Public Education Program Subcommittee, with responsibility for public education and participation; (b) the Monitoring and Mapping Subcommittee, with responsibility for the illicit discharge program, which will identify and map all municipal discharges to open waters; and (c) the New Construction Standards Subcommittee, with responsibility for construction standards, redevelopment standards, oversight of all watersheds and the preparation of the pollution prevention program known as the Storm Water Pollution Prevention Initiative; and

WHEREAS, the County and the Municipalities desire to proceed with the foregoing implementation activities and any other activities required by the Phase II Regulations (hereinafter referred to as the “Implementation Activities”) and to provide a method for allocating the costs of such activities, and it is therefore necessary to amend and supplement the Contract in the manner hereinafter set forth.

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

1. The cost of the Services to be provided by the County in connection with the Implementation Activities will consist of budgeted costs and variable costs.

(a) The budgeted costs shall not exceed \$200,000 per Fiscal Year (as hereinafter defined), which amount is hereby approved by the parties. For purposes of this Fifth Amendment to Contract, the term "Fiscal Year" shall mean the fiscal year of the County, which currently begins on October 1 of each year and ends on September 30 of the following year,. The County agrees to pay twenty-five percent (25%) of the budgeted cost of such Services each Fiscal Year and the remaining seventy-five percent (75%) of the budgeted cost of such Services (the "Local Share") shall be allocated each Fiscal Year to each Municipality on the basis of a fraction, the numerator of which is the population for such Municipality at the beginning of such Fiscal Year and the denominator of which is the population for all Municipalities at the beginning of such Fiscal Year.

(b) Budgeted costs referred to in subsection (a) above do not include Services relating to the illicit discharge elimination program ("IDEP"). Those Services relating to the IDEP shall be allocated to each Municipality as a variable cost. Each Municipality shall be responsible for paying for IDEP Services that are directly related to each Municipal Separate Storm Sewer System ("MS4") that is owned by such Municipality. During each year that this Fifth Amendment to Contract is in effect, the County shall prepare a statement for each Municipality identifying each MS4 owned by such Municipality and an estimated amount for each Municipality to comply with the IDEP. If requested by the Municipality, the variable costs for the IDEP will be payable in equal quarterly installments.

(c) Budgeted costs referred to in subsection (a) and IDEP costs referred to in subsection (b) above do not include wet weather testing costs for the permitted Total Maximum Daily Load (TMDL) of E. coli. The budgeted costs shall not exceed \$20,000 per Fiscal Year (as

hereinafter defined), which amount is hereby approved by the parties. Those Services relating to the TMDL shall be allocated to each Municipality within the TMDL area using the same payment division as in subsection (a) for those Municipalities located within the TMDL area shall be responsible for paying for wet weather testing. Each Municipality agrees to pay the County its share, as set forth in Section 1, of the cost of the Services for the Implementation Activities, promptly upon receipt of an invoice for the same from the County Agency. The County Agency intends to send such an invoice to each Municipality quarterly on December 1, March 1, June 1 and September 1 of each Fiscal Year. The Municipalities shall not be responsible for their share of any budgeted costs for the Services in connection with the Implementation Activities that exceed \$200,000 in any Fiscal Year unless such additional costs shall have been approved by a majority of the members of the Committee. If such additional costs are so approved, each Municipality agrees to pay its share, as set forth in Section 1, of such costs promptly upon receipt of an invoice for the same from the County Agency.

2. The payments made by the Municipalities pursuant to Section 2 shall be used solely and only to pay for the Services for the Implementation Activities, and after payment of all costs of the Services as contemplated by this Fifth Amendment to Contract, any surplus remaining from the payments made by the County and the Municipalities for such Services shall be credited to the County and the Municipalities for charges for Services in the following Fiscal Year pro rata in accordance with the percentages set forth in Section 1.

3. All powers, duties and functions vested by this Fifth Amendment to Contract in the County shall be exercised and performed by the County Agency for and on behalf of the County unless otherwise provided by law or in this Fifth Amendment to Contract.

4. In the event that any one or more of the provisions of this Fifth Amendment to Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, such

invalidity, illegality or unenforceability shall not affect any other provisions hereof, but this Fifth Amendment to Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

5. This Fifth Amendment to Contract shall become effective on October 1, 2026, after approval by the governing body of each Municipality and by the Board of Commissioners of the County and execution by the authorized officials of the parties; may be executed in several counterparts; and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

6. The Contract, as amended and supplemented by this Fifth Amendment to Contract, is hereby ratified and confirmed, and shall terminate on October 1, 2031 unless extended by the parties.

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

COUNTY OF GENESEE

TOWNSHIP OF CLAYTON

By: _____
Drain Commissioner,
as County Agency

By: _____
Supervisor

And: _____
Clerk

TOWNSHIP OF DAVISON

By: _____
Supervisor

And: _____
Clerk

CHARTER TOWNSHIP OF FENTON

By: _____
Supervisor

And: _____
Clerk

CHARTER TOWNSHIP OF FLINT

By: _____
Supervisor

And: _____
Clerk

CHARTER TOWNSHIP OF GENESEE

By: _____
Supervisor

And: _____
Clerk

CHARTER TOWNSHIP OF MT. MORRIS

By: _____
Supervisor

And: _____
Clerk

CHARTER TOWNSHIP OF VIENNA

By: _____
Supervisor

And: _____
Clerk

CITY OF BURTON

By: _____
Mayor

And: _____
Clerk

CITY OF CLIO

By: _____
Mayor

And: _____
Clerk

CITY OF DAVISON

By: _____
Mayor

And: _____
Clerk

CITY OF FLUSHING

By: _____
Mayor

And: _____
Clerk

CITY OF LINDEN

By: _____
Mayor

And: _____
Clerk

CITY OF SWARTZ CREEK

By: _____
Mayor

And: _____
Clerk

CITY OF FENTON

By: _____
Mayor

And: _____
Clerk

CITY OF GRAND BLANC

By: _____
Mayor

And: _____
Clerk

CITY OF MT. MORRIS

By: _____
Mayor

And: _____
Clerk

CHARTER TOWNSHIP OF GRAND BLANC

By: _____
Supervisor

And: _____
Clerk