

\$65,140,000
Oakland-Macomb Interceptor Drain Drainage District Drain Bonds
(Series 2013A) (Limited Tax General Obligation)

Closing Date: June 25, 2013

A. DOCUMENTS PROVIDED TO THE MICHIGAN FINANCE AUTHORITY

1. Purchase Contract
2. Issuer's Certificate
3. Supplemental Agreement
4. Approving Opinion of Bodman PLC
5. Michigan Department of Treasury Letter re Qualified Status
6. Specimen Bond
7. Bond Authorizing Resolution
8. Order of Approval from the Department of Environmental Quality

B. OTHER DOCUMENTS

9. Oakland County Miscellaneous Resolution #13099 re Full Faith and Credit of Oakland County
10. Macomb County Resolution No. #R13-119 re Full Faith and Credit of Macomb County
11. Opinion of Oakland County Corporation Counsel
12. Opinion of Macomb County Corporation Counsel
13. Non-Arbitrage and Tax Compliance Certificate
14. Security Report
15. Form 8038-G and Affidavit of Mailing
16. Special Assessment Roll and Approving Resolution

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PURCHASE CONTRACT

The Michigan Finance Authority (the "Authority"), a public body corporate, separate and distinct from the State of Michigan, hereby offers to enter into this Purchase Contract with the Issuer named below (the "Issuer") which, upon the acceptance of this offer by the Issuer and ratification by the Authority, will be binding upon the Authority and the Issuer. This offer is made subject to acceptance on or before June 14, 2013.

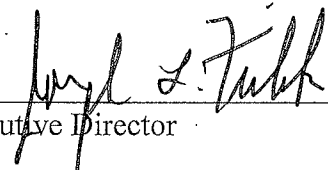
Upon the terms and conditions and upon the basis of the representations, warranties, and agreements set forth herein, including those set forth on Schedule I hereto, the Authority hereby agrees to purchase from the Issuer, and the Issuer hereby agrees to sell and deliver to the Authority, bonds (the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

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

On June 14, 2013, the local pre-closing date, the Issuer shall make available for inspection by the Authority at the offices of the Department of Attorney General, Finance Division, Lansing, Michigan, the Bonds, together with such other documents, certificates and closing opinions as the Authority shall require (the "Closing Documents").

On June 25, 2013 (the "Closing Date"), the Authority shall accept delivery of the Bonds and the Closing Documents and pay the purchase price for the Bonds.

MICHIGAN FINANCE
AUTHORITY

BY 
Executive Director

Accepted and Agreed to this
14th day of June 2013

Oakland-Macomb Interceptor Drain Drainage District ("Issuer")

By: 

Title: OMI Secretary

Name of Issuer	OAKLAND-MACOMB INTERCEPTOR DRAIN DRAINAGE DISTRICT
DEQ Project No:	5368-03
DEQ Approved Amount:	\$65,140,000 *

SCHEDULE I

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

<u>Due Date</u>	<u>Amount of Principal Installment Due</u>
Oct-1-2015	\$2,680,000
Oct-1-2016	2,735,000
Oct-1-2017	2,790,000
Oct-1-2018	2,845,000
Oct-1-2019	2,900,000
Oct-1-2020	2,960,000
Oct-1-2021	3,020,000
Oct-1-2022	3,080,000
Oct-1-2023	3,140,000
Oct-1-2024	3,205,000
Oct-1-2025	3,265,000
Oct-1-2026	3,335,000
Oct-1-2027	3,400,000
Oct-1-2028	3,470,000
Oct-1-2029	3,535,000
Oct-1-2030	3,610,000
Oct-1-2031	3,680,000
Oct-1-2032	3,755,000
Oct-1-2033	3,830,000
Oct-1-2034	3,905,000
	<u>\$65,140,000</u>

Interest on the Bond shall accrue on that portion of principal disbursed by the Authority to the Issuer pursuant to the Order from the date such portion is disbursed, until paid, at the rate of 2.00% per annum, payable October 1, 2013 and semi-annually thereafter.

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

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

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\$65,140,000
of
United States of America
State of Michigan
Oakland-Macomb Interceptor Drain Drainage District
Drain Bonds (Series 2013A)
(Limited Tax General Obligation)

(the "Bond")

ISSUER'S CERTIFICATE

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

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

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

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

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

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

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

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


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

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

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

IN WITNESS WHEREOF, we have signed this Certificate on June 25, 2013_.

OAKLAND-MACOMB INTERCEPTOR
DRAIN DRAINAGE DISTRICT (the
"Issuer")

By: 
Jim Nash, Secretary, Drainage Board for the
Oakland-Macomb Interceptor Drain
Drainage District

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Supplemental Agreement
Regarding
\$65,140,000
of
United States of America
State of Michigan
Oakland-Macomb Interceptor Drain Drainage District
Drain Bonds (Series 2013A)
(Limited Tax General Obligation)

(the "Bond")

This Agreement is made as of June 25, 2013 among the Oakland-Macomb Interceptor Drain Drainage District (the "Issuer"), the Michigan Finance Authority (the "Authority"), and the State of Michigan acting through the Department of Environmental Quality (the "DEQ"), in consideration for the purchase of the above-captioned Bond by the Authority. This Agreement shall be in addition to any other contractual undertaking by the Issuer contained in the Ordinance or Resolution authorizing the Bond (the "Resolution").

PREMISES:

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

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

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

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

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

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

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

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

f. Except as may have been disclosed in writing to the Authority and the DEQ before the date hereof and as set forth in Exhibit D hereto, if applicable, the Issuer has not been served with any litigation (and to the knowledge of the Issuer no litigation has been commenced or is threatened) against the Issuer, in any court (i) to restrain or enjoin the sale, execution or delivery by the Issuer of the Bond, (ii) in any manner questioning the authority of the Issuer to issue, or the issuance or validity of, the Bond or any other indebtedness of the Issuer, (iii) questioning the constitutionality of any statute, or the validity of any proceedings, authorizing the issuance of the Bond, (iv) questioning the validity or enforceability of the Resolution, (v) to secure a lien on any and all revenues, taxes, fees, or other moneys, securities, funds and property pledged in the Resolution that are a source of payments on the Bond and which would materially impair the ability of the Issuer to repay the Bond, or (vi) which might in any material respect adversely affect the transactions contemplated in this Agreement herein; and no right of any member of the governing body of the Issuer to his or her office is being contested.

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

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

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

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

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

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

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

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

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

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

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

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

g. The Issuer will maintain complete books and records relating to the construction, operation and financial affairs of the Project in accordance with generally accepted accounting principles (GAAP) and generally accepted government auditing standards (GAGAS). At the conclusion of the Project or upon notification by the DEQ, the Issuer will submit a final Project cost summary with necessary supporting documentation as required by the DEQ. The Issuer will include in its contracts for the Project notice that the contractor and any subcontractors may be subject to a financial audit as part of an overall Project audit and requirements that the contractor and subcontractors shall comply with generally accepted auditing standards.

h. The Issuer will have an audit of its entire operations prepared by a recognized independent certified public accountant for each year in which the Issuer expended \$500,000 or more in federal assistance. The audit shall be prepared in conformance with the requirements of the Single Audit Act of 1984, as amended (31 USC section 7501 *et seq*) and Office of Management and Budget Circular No. A-133. The Issuer will mail a copy of such audit and its annual financial audit to the Local Audit and Finance Division of the Michigan Department of Treasury and the Authority. The provision of federal assistance detailed in this Supplemental Agreement can be traced to Catalog of Federal Domestic Assistance (CFDA) Program No. 66.458: Capitalization Grants for Clean Water State Revolving Funds. In addition, the Issuer agrees to provide the Authority in a timely manner with all information and documents regarding the Issuer that the Authority or its bond underwriters need to meet any Securities and Exchange Commission regulation, any industry standard or other federal or state regulation which imposes a disclosure requirement or continuing disclosure requirement relating to any Authority bond issue which was used or is needed to provide monies to the fund used to purchase the Bond or

relating to any other Authority bond issue which was used by the Authority to purchase an obligation of the Issuer. In furtherance of the above the Issuer also agrees that upon the request of the Authority it will promptly execute and deliver a continuing disclosure undertaking in form and substance determined by the Authority to be necessary or desirable to assist the Authority or its underwriters in complying with Rule 15c2-12 promulgated by the Securities and Exchange Commission.

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

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

k. The Issuer agrees to comply with the disadvantaged business participation provisions of Executive Order 11625 (October 13, 1971) and Executive Order 12138 (May 18, 1979), as amended by Executive Order 12608 (September 9, 1987), whereby the Issuer will employ the six affirmative steps in its procurement efforts and assure its first tier contractors also employ these steps (40 CFR 33.301), maintain a bidders list (40 CFR 33.501), and report on its efforts to utilize Minority Business Enterprises (MBEs) and Women's Business Enterprises (WBEs) (40 CFR 33.502-503), on the forms and in the manner prescribed by the DEQ, all consistent with the provisions set forth in 40 CFR Part 33.

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

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

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

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

p. All pertinent records shall be retained and available to the DEQ, the USEPA and the Authority for a minimum of 3 years after actual initiation of the operation of the Project and if litigation, a claim, an appeal, or an audit is begun before the end of the 3 year period, records

shall be retained and available until the 3 years have passed or until the action is completed and resolved, whichever is longer.

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

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

s. The Issuer will comply with the procurement prohibitions of Section 306 of the Clean Air Act Amendments of 1970 (42 USC section 7606) and Section 508 of the Federal Water Pollution Control Act Amendments of 1972 (33 USC section 1368), as implemented by Executive Order 11738 (September 10, 1973) whereby the Issuer certifies that goods, services, and materials for the Project will not be procured from a supplier on the List of Violating Facilities published by the U.S. Environmental Protection Agency.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Upon any such breach in addition to any other legal remedy the DEQ or the Authority may have, the DEQ can provide written notice to the Authority of such breach and the Authority shall cease to advance funds to the Issuer pursuant to Section 5 of this Agreement. Any termination of assistance under this Agreement shall not excuse or otherwise affect the Issuer's obligation to repay principal installments of the Bond previously disbursed to the Issuer plus


interest and premiums due thereon. If as a result of termination of assistance, less than the principal amount of assistance approved by the DEQ is disbursed, the Authority shall prepare a new payment schedule, which maintains the existing level of principal installments but shortens the term of the Bond, which schedule shall be effective upon receipt by the Issuer. Any termination of assistance under this Agreement shall not relieve the Issuer of any requirements that may exist under state or federal law to construct the Project.

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

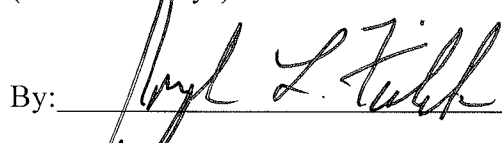
Section 9. Severability. If any clause, provision or section of this Agreement be ruled invalid or unenforceable by any court of competent jurisdiction, the invalidity or unenforceability of such clause, provision or section shall not affect any of the remaining clauses, provisions or sections.

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

OAKLAND-MACOMB INTERCEPTOR DRAIN
DRAINAGE DISTRICT (the "Issuer")

By: 
Jim Nash, Secretary, Drainage Board for the
Oakland-Macomb Interceptor Drain Drainage
District

MICHIGAN FINANCE AUTHORITY
(the "Authority")

By: 
Its: Authorized Officer

DEPARTMENT OF ENVIRONMENTAL QUALITY
OF THE STATE OF MICHIGAN (the "DEQ")

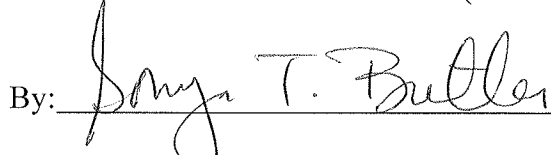
By: 
Its: Authorized Officer

EXHIBIT A

Summary of Estimated Project Costs

Oakland-Macomb Interceptor Drain Drainage District
Project No. 5368-03

State Revolving Fund
EXHIBIT A

Cost summary identifying design, construction, and administrative costs.

Planning Costs	\$426,748
User Charge System Development Costs	\$0
Design Engineering Cost	\$5,062,144
Legal/Financial Service Fees	\$83,000
Administrative Costs	\$366,326
Bond Counsel Fees	\$32,000
Bond Advertisement Costs	\$0
Bid Advertisement Costs	\$4,246
Capitalized Interest	\$0
Land Acquisition/Relocation Costs	\$171,900
Land Purchase Costs	\$0
Construction Engineering Costs	\$8,548,856
Construction Costs (bid contracts)	\$45,554,533
Construction Costs (force account)	\$0
Equipment Costs	\$0
Other Project Costs (Owner Controlled Insurance Program)	\$3,000,063
Contingencies	\$3,794,988
LESS Other Sources of Funding (Prepayment from an Oakland-Macomb Interceptor municipal customer on its assessed portion of the debt for Segment 3 in the sum of \$3,253,724, minus \$1,348,920 in State Revolving Fund ineligible expenses for Segment 3.)	<u>(\$1,904,804)</u>
TOTAL PROJECT COSTS APPROVED (rounded to nearest \$5,000)	\$65,140,000

EXHIBIT B

Project Description

Oakland-Macomb Interceptor Drain Drainage District
Project No. 5368-03

State Revolving Fund
EXHIBIT B

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

Permit Number 1007205 Issued on February 5, 2013

Project Description:

The project consists of various lining, leak sealing, and grouting along Pollution Control Interceptor Nos. 5, 6, 7, and 8, as well as construction of access structures to facilitate these repairs.

EXHIBIT C

Additional Covenants of the Issuer

State Revolving Fund
EXHIBIT C

Additional special conditions.

1. Financial assistance authorized by this Order of Approval is conditioned upon receipt by the Michigan Finance Authority (the "Authority") by June 14, 2013, or such other date approved by the Authority, of all documentation necessary to satisfy the Authority's municipal obligation purchase requirements as set forth in the Shared Credit Rating Act, 1985 PA 227, as amended.
2. Financial assistance authorized by this Order of Approval is conditioned upon issuance, by the applicant or owner, of a Notice to Proceed, to the successful bidder(s) on the project construction contract(s) on or before August 24, 2013.
3. Financial assistance authorized by this Order of Approval is conditioned upon the Oakland-Macomb Interceptor Drain Drainage District's (OMIDDD) agreement that the Owner's Controlled Insurance Program (OCIP) premium will be adjusted for favorable experience 18 months after the owner's acceptance of each contract to reflect the return premium rebated to the OMIDDD. The OCIP premium for the project may be further adjusted 18 months after the owner's acceptance of the final segment of the OMIDDD proposed improvements. The OMIDDD will provide prompt notification to the Department of Environmental Quality of each premium adjustment, including the amount of the adjustment. All moneys rebated to the OMIDDD, which lower the OCIP premium, will be returned to the State Revolving Fund.

EXHIBIT D

Summary of Litigation

None.

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June 25, 2013

BODMAN PLC
SUITE 500
201 W. BIG BEAVER ROAD
TROY, MICHIGAN 48064
248-743-6002 FAX
248-743-6000

Oakland-Macomb Interceptor Drain
Drainage District
Waterford, Michigan

Michigan Finance Authority
Lansing, Michigan

bodman
ATTORNEYS & COUNSELORS

Ladies and Gentlemen:

We have examined the transcript of proceedings for the issue by the Oakland-Macomb Interceptor Drain Drainage District, County of Macomb, State of Michigan (the “Issuer”) of its bonds in the principal amount of \$65,140,000 which are designated Oakland-Macomb Interceptor Drain Drainage District Drain Bonds (Series 2013A) (Limited Tax General Obligation) (the “Bonds”), for the purposes described in the Bonds. The Bonds bear original issue date of June 25, 2013, are payable in principal installments, payable as to interest, and are subject to redemption prior to maturity, all as specified on the face of the Bonds.

The Bonds are issued pursuant to the provisions of Chapter 21 of Act No. 40, Public Acts of Michigan, 1956, as amended (the “Drain Code”) and pursuant to a resolution of the Issuer dated April 16, 2013 (the “Resolution”), for the purpose of paying a portion of the cost of constructing certain inter-county drain projects described in the Resolution. Capitalized terms not otherwise defined in this opinion have the meaning set forth in the Resolution.

The Bonds are being issued by the Issuer in anticipation of the collection of special assessments against the City of Auburn Hills, Independence Township, the City of Lake Angelus, the City of Rochester, the City of Rochester Hills, Oakland Township, Orion Township, Oxford Township, the Village of Lake Orion, the Village of Oxford, Waterford Township, and West Bloomfield Township, each in Oakland County; and Chesterfield Township, the City of Fraser, the City of Sterling Heights, the City of Utica, Clinton Township, Harrison Township, Lenox Township, Macomb Township, Washington Township, Shelby Township, and the Village of New Haven, each in Macomb County (collectively, the “Local Units”); and any other persons assessed under the applicable provisions of the Drain Code with respect to the applicable projects. The assessments against the Local Units are general obligations of each respective Local Unit and are payable from each respective Local Unit’s general fund or from ad valorem taxes which may be levied on all taxable property in the applicable Local Unit, subject to constitutional, statutory and charter limitations. The credit of the Issuer is also pledged for such payment.

Pursuant to resolutions duly adopted by the Board of Commissioners of Macomb County on May 22, 2013 and by the Board of Commissioners of Oakland County on May 23, 2013, under authorization of law, the full faith and credit of Macomb County and Oakland County have been pledged for the prompt payment of the principal of, and interest on the Bonds as the same shall become due in accordance with such resolutions. Any taxes imposed by Oakland County and Macomb County for the payment of such principal and interest are subject to constitutional, statutory and charter limitations.

We have also examined the Bonds as executed.

From such examination we are of the opinion that as of the date hereof the Bonds have been duly authorized, executed and delivered and are the valid and binding obligations of the Issuer enforceable in accordance with their terms. The Bonds have been issued in anticipation of and are payable primarily from the collection of assessments including several installments of special assessments against the Local Units. The assessments against the Local Units are general obligations of each respective Local Unit and are payable from each respective Local Unit's general fund or from ad valorem taxes which may be levied on all taxable property in the applicable Local Unit, subject to constitutional, statutory and charter limitations. The credit of the Issuer is also pledged for such payment.

The purchase contract between the Michigan Finance Authority (the "Authority") and the Issuer dated as of June 14, 2013 and the Supplemental Agreement among the Authority, the Issuer and the State of Michigan acting through the Department of Environmental Quality dated June 25, 2013 have been duly authorized, executed and delivered by the Issuer and are the valid and binding obligations of the Issuer enforceable in accordance with their terms.

We are also of the opinion that under existing statutes, regulations, rulings and court decisions as presently interpreted, the interest on the Bonds (a) is excluded from gross income for federal income tax purposes, and (b) is not an item of tax preference and is not taken into account in determining adjusted current earnings for purposes of the federal alternative minimum tax imposed on individuals and corporations. The opinion set forth in clause (a) above is subject to the condition that the Issuer comply with all requirements of the Internal Revenue Code of 1986, as amended (the "Code"), that must be satisfied subsequent to the issuance of the Bonds in order that interest thereon be (or continue to be) excluded from gross income for federal income tax purposes. Failure to comply with such requirements could cause the interest on the Bonds to be included in gross income retroactive to the date of issuance of the Bonds. The Issuer has covenanted in the Issuer's Certificate dated as of June 25, 2013 to comply with all such requirements.

Oakland-Macomb Interceptor Drain Drainage District
Michigan Finance Authority
June 25, 2013
Page 3

Based solely on the certifications of the Issuer specifying the use to which proceeds of the Bonds will be put, and assuming compliance with certain covenants of the Issuer, we are of the opinion that the Bond is not a "private activity bond" within the meaning of Section 141(a) of the Code.

We are also of the opinion that based solely on the certifications of the Issuer in the Issuer's Certificate and such consultation with officials of the Issuer as we deem appropriate, the Bond is not an "arbitrage bond" within the meaning of Section 148 of the Code and the regulations propounded thereunder.


We express no opinion regarding other federal tax consequences arising with respect to the Bonds and the interest thereon.

Under existing law, the Bonds and the interest thereon are exempt from all taxation imposed by the laws of the State of Michigan, except inheritance and estate taxes and taxes on gains realized from the sale, payment or other disposition thereof.

The opinions expressed herein are based on an analysis of existing statutes, regulations, rulings and court decisions. Such opinions may be adversely affected by actions taken or events occurring, including a change in statute, regulation or ruling (or in the application or official interpretation of any statute, regulation or ruling) after the date hereof. We have not undertaken to determine, or to inform any person, whether such actions are taken or such events occur and we have no obligation to update this opinion in light of such actions or events. As to questions of fact material to our opinion, we have relied upon certified proceedings and other certificates of public officials furnished to us without undertaking to verify the same by independent investigation.

The enforceability of the Bonds, the purchase contract and the Supplemental Agreement, as well as the rights and remedies of the owners of the Bonds, may be limited by bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other laws affecting creditors' rights generally, now existing or hereafter enacted, and by the application of general principles of equity, including those relating to equitable subordination.

BODMAN PLC

By: 
Barbara A. Bowman, a Member

5



RICK SNYDER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF TREASURY
LANSING

ANDY DILLON
STATE TREASURER

July 19, 2012

APPROVAL
Municipality Code 507081
Fiscal Year Ended 12/2011

Dear Chief Administrative Officer:

Thank you for submitting a qualifying statement for the OAKLAND-MACOMB INTERCEPTOR DRAIN DRAINAGE DISTRICT to the Michigan Department of Treasury dated 7/2/2012. Based upon the information provided in the qualifying statement, we have determined that the OAKLAND-MACOMB INTERCEPTOR DRAIN DRAINAGE DISTRICT is in material compliance with the criteria identified in section 303(3) of Public Act 34 of 2001.

The OAKLAND-MACOMB INTERCEPTOR DRAIN DRAINAGE DISTRICT is now authorized to issue municipal securities under this act without further approval from the Department. This authorization will remain in effect for 6 months plus 30 business days after the end of your next fiscal year, or when the Department has made a new determination, whichever occurs first.

Within 15 days after the issuance of a municipal security, you will need to file with the Department the enclosed Security Report and the documents required in section 141.2319 of Public Act 34 of 2001. Please mail them to the Municipal Finance and Systems Review Section of the Local Audit and Finance Division at P.O. Box 30728, Lansing, Michigan 48909-8228.

If you have any questions, contact the Division at (517) 373-0660.

Sincerely,

A handwritten signature in cursive script, reading "Frederick Headen".

Frederick Headen, Director
Bureau of Local Government Services

Enclosures

Security Report

Issued under Authority of Public Act 34 of 2001.

INSTRUCTIONS. File this report within 15 business days of completing issuance of any municipal securities. Mail this form to Local Audit and Finance Division, Michigan Department of Treasury, P.O. Box 30728, Lansing, MI 48909-8228. Direct questions to (517) 373-0660 or e-mail to TREAS_LAFD@michigan.gov.

ISSUE INFORMATION

Issuer Name		Name of Issue	
Amount of Issue	Dated Date of Issue		Legal Authority (Public Act)
Purpose			
Full Faith and Credit Pledge <input type="checkbox"/> Limited Tax <input type="checkbox"/> Unlimited Tax <input type="checkbox"/> None		First Call Date	Date Sold
			Net Interest Rate
Check All That Apply			
<input type="checkbox"/> Voted	<input type="checkbox"/> School Bond Loan Fund Qualified	<input type="checkbox"/> Special Education Funded	<input type="checkbox"/> Vocational Education Funded

PARTICIPANT INFORMATION Include all Municipalities that are responsible for repayment of security.

Name	% Participation	% Revenue	% Taxes

MATURITY SCHEDULE

[illegible]

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UNITED STATES OF AMERICA

STATE OF MICHIGAN

**OAKLAND-MACOMB INTERCEPTOR DRAIN DRAINAGE DISTRICT
DRAIN BONDS (SERIES 2013A)
(LIMITED TAX GENERAL OBLIGATION)**

Date of Maturity	Interest Rate	Date of Original Issue
Various (See Schedule I)	(See Schedule I)	June 25, 2013

Registered Owner:	Michigan Finance Authority
Principal Amount:	Sixty-Five Million One Hundred Forty Thousand Dollars (\$65,140,000)

The Oakland-Macomb Interceptor Drain Drainage District, State of Michigan (the “Issuer”), for value received, hereby promises to pay to the Registered Owner specified above, or registered assigns, the Principal Amount specified above, in lawful money of the United States of America on the dates and in the principal installment amounts set forth in Schedule I attached hereto and made a part hereof, unless prepaid prior thereto as hereinafter provided, or so much thereof as shall have been advanced to the Issuer pursuant to a Purchase Contract between the Issuer and the Michigan Finance Authority (the “Authority”) and a Supplemental Agreement by and among the Issuer, the Authority and the State of Michigan acting through the Department of Environmental Quality, and in any event not exceeding \$65,140,000 with interest on said installments from the date each installment of principal is delivered to the Issuer, until paid, at the interest rate not to exceed two percent (2.0%) per annum, which interest is first payable on October 1, 2013, and semiannually each April 1 and October 1 thereafter and principal is payable on the first day of October commencing October 1, 2015, and annually thereafter.

Notwithstanding any other provision of this Bond, so long as the Authority is the owner of this Bond, (a) this Bond is payable as to principal, premium, if any, and interest at The Bank

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

In the event of a default in the payment of principal or interest hereon when due, whether at maturity, by redemption or otherwise, the amount of such default shall bear interest (the "additional interest") at a rate equal to the rate of interest which is two percent above the Authority's cost of providing funds (as determined by the Authority) to make payment on the bonds of the Authority issued to provide funds to purchase this Bond but in no event in excess of the maximum rate of interest permitted by law. The additional interest shall continue to accrue until the Authority has been fully reimbursed for all costs incurred by the Authority (as determined by the Authority) as a consequence of the Issuer's default. Such additional interest shall be payable on the interest payment date following demand of the Authority. In the event that (for reasons other than the default in the payment of any municipal obligation purchased by the Authority) the investment of amounts in the reserve account established by the Authority for the bonds of the Authority issued to provide funds to purchase this Bond fails to provide sufficient available funds (together with any other funds which may be made available for such purpose) to pay the interest on outstanding bonds of the Authority issued to fund such account, the Issuer shall and hereby agrees to pay on demand only the Issuer's pro rata share (as determined by the Authority) of such deficiency as additional interest on this Bond.

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

This Bond may be subject to redemption prior to maturity by the Issuer only with the prior written consent of the Authority and on such terms as may be required by the Authority.

This Bond is issued pursuant to a resolution duly adopted by the Drainage Board of the Issuer on April 16, 2013 (the "Resolution"), and under and in full compliance with the Constitution and statutes of the State of Michigan, and particularly Chapter 21, Act No. 40, Public Acts of Michigan, 1956, as amended (the "Drain Code"), for the purpose of paying the

costs of certain inter-county drain projects, including payment of engineering, architectural, legal and financing expenses in connection therewith. For a complete statement of the funds from which and the conditions under which this Bond is payable, and the general covenants and provisions pursuant to which this Bond is issued, reference is made to the Resolution. Capitalized terms not otherwise defined herein have the meaning ascribed to them in the Resolution.

This Bond is payable primarily from the proceeds of certain Oakland-Macomb Interceptor Drain Series 2013A Special Assessments (as defined in the Resolution) made pursuant to the provisions of Chapter 21 of the Drain Code. The Bonds and the interest thereon are being issued in anticipation of and shall be payable primarily from the Oakland-Macomb Interceptor Drain Series 2013A Special Assessments pursuant to Section 528 of the Drain Code.

Pursuant to the authorization provided in Section 526 of Act No. 40, Public Acts of Michigan, 1956, as amended, Macomb County and Oakland County, by resolutions of their respective Boards of Commissioners, have pledged the full faith and credit of Macomb County and Oakland County for the prompt payment of the principal of, and interest on the Bonds as the same shall become due in accordance with such resolutions. As provided in said resolutions and the Drain Code, in the event any public corporations in Oakland County shall fail or neglect to account to the Oakland County Treasurer, and any public corporations in Macomb County shall fail or neglect to account to the Macomb County Treasurer, for the amount of any special assessment installment and interest (in anticipation of which the Bonds are issued) when due, then the amount thereof shall be advanced from the funds of Oakland County or Macomb County, respectively, as provided in such resolutions. The full faith and credit pledges of Macomb County and Oakland County are limited tax general obligations.

It is hereby certified and recited that all acts, conditions and things required by law precedent to and in the issuance of this Bond have been done and performed in regular and due time and form as required by law, and that the full faith and credit of the Issuer is hereby pledged for the prompt payment of this bond and the interest hereon, when due.

IN WITNESS WHEREOF, the Oakland-Macomb Interceptor Drain Drainage District, State of Michigan, by the Drainage Board for the Oakland-Macomb Interceptor Drain Drainage District, has caused this bond to be signed in its name by the signature of the Chairman and Secretary of the Drainage Board, all as of the Date of Original Issue.

OAKLAND-MACOMB INTERCEPTOR DRAIN
DRAINAGE DISTRICT

By: _____
Chairman, Drainage Board for the Oakland-
Macomb Interceptor Drain Drainage District

and

By: _____
Secretary, Drainage Board for the Oakland-
Macomb Interceptor Drain Drainage District

SPECIMEN

DEQ Project No. 5368-03
DEQ Approved Amt: \$65,140,000

SCHEDULE I

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

Due Date October 1	Amount of Principal Installment Due
2015	\$2,680,000
2016	\$2,735,000
2017	\$2,790,000
2018	\$2,845,000
2019	\$2,900,000
2020	\$2,960,000
2021	\$3,020,000
2022	\$3,080,000
2023	\$3,140,000
2024	\$3,205,000
2025	\$3,265,000
2026	\$3,335,000
2027	\$3,400,000
2028	\$3,470,000
2029	\$3,535,000
2030	\$3,610,000
2031	\$3,680,000
2032	\$3,755,000
2033	\$3,830,000
2034	\$3,905,000

Interest on the Bond shall accrue on principal disbursed by the Authority to the Issuer from the date principal is disbursed, until paid, at the rate of 2.0% per annum, payable October 1, 2013, and semi-annually thereafter.

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

7

BOND RESOLUTION
DRAIN BONDS
SERIES 2013A (LIMITED TAX GENERAL OBLIGATION)

At a regular meeting of the Drainage Board of the Oakland-Macomb Interceptor Drain Drainage District held at the Offices of the Oakland County Water Resources Commissioner, One Public Works Drive, Waterford, Michigan on the 16th day of April, 2013, present:

Present: Michael R. Gregg, Deputy for Ms. Jamie Clover-Adams, Director of the Michigan Department of Agriculture; William Misterovich, Chief Deputy, Macomb County Public Works Commissioner's Office (MCPWC) on behalf of Anthony V. Marrocco, Macomb County Public Works Commissioner; Jim Nash, Oakland County Water Resources Commissioner.

The following resolution was moved by Drainage Board Member Nash and supported by Drainage Board Member Misterovich:

WHEREAS, the Oakland-Macomb Interceptor Drain Drainage District (the "Drainage District") was established pursuant to a petition which was filed with the Director of the Michigan Department of Agriculture on June 18, 2009 by the Charter Township of Clinton of Macomb County, through the Macomb County Public Works Commissioner, and on June 22, 2009 by the Charter Township of Independence of Oakland County, through the Oakland County Water Resources Commissioner, under the provisions of Chapter 21 of Act 40, Public Acts of Michigan, 1956, as amended (the "Drain Code"); and

WHEREAS, the performance of the project described in the attached Schedule I ("Project") is necessary to protect and preserve the public health; and

WHEREAS, the Drainage District desires to issue a series of Bonds (as defined herein) pursuant to Section 528 of the Drain Code to finance costs of the Project in anticipation of the collection of assessments to be made pursuant to the Drain Code, and to pledge the full faith and credit of the Drainage District for the prompt payment of the principal thereof and the interest thereon; and

WHEREAS, Bonds will be sold to the Michigan Finance Authority (the "Authority") under the State Revolving Fund Program ("SRF").

THEREFORE, BE IT RESOLVED BY THE DRAINAGE BOARD FOR THE OAKLAND-MACOMB INTERCEPTOR DRAIN DRAINAGE DISTRICT THIS 16th DAY OF APRIL, 2013, AS FOLLOWS:

1. Definitions. Wherever used in this Resolution or in the Bonds, except where otherwise indicated by the context:

- (a) The term “Assessed Parties” means the City of Auburn Hills, Independence Township (includes City of Clarkston), the City of Lake Angelus, the City of Rochester, the City of Rochester Hills, Oakland Township, Orion Township, Oxford Township, the Village of Lake Orion, the Village of Oxford, Waterford Township, and West Bloomfield Township, each in Oakland County; and Chesterfield Township, the City of Fraser, the City of Sterling Heights, the City of Utica, Clinton Township, Harrison Township, Lenox Township, Macomb Township, Shelby Township, Village of New Haven, and Washington Township, each in Macomb County.
 - (b) The term “Authority” shall have the meaning set forth in the preamble.
 - (c) The term “Bonds” shall mean the bonds to be issued pursuant to Section 3 below and designated Oakland-Macomb Interceptor Drain Drainage District Drain Bonds (Series 2013A) (Limited Tax General Obligation) in Section 4 below.
 - (d) The term “Chairman” shall mean the Chairman of the Oakland-Macomb Interceptor Drain Drainage District Drainage Board, or his designee.
 - (e) The term “Drain Code” shall have the meaning set forth in the preamble.
 - (f) The term “Macomb County” shall mean Macomb County, Michigan.
 - (g) The term “Oakland County” shall mean Oakland County, Michigan.
 - (h) The term “Oakland-Macomb Interceptor Drain Series 2013A Special Assessments” shall mean the special assessments relating to the Project and the interest thereon against the Assessed Parties to be paid in installments and set forth on the applicable Special Assessment Roll as approved by the Issuer, as corrected from time to time.
 - (i) The term “Issuer” or “Drainage District” shall have the meaning set forth in the preamble.
 - (j) The term “Project” shall have the meaning set forth in the preamble.
 - (k) The term “Purchase Contract” shall mean the Purchase Contract between the Authority and the Issuer for the sale of the Bonds to the Authority.
 - (l) The term “Secretary” shall mean the Secretary of the Oakland-Macomb Interceptor Drain Drainage District Drainage Board, or his deputy or designee.
 - (m) The term “SRF” shall have the meaning set forth in the preamble.
2. Necessity. The performance of the Project is necessary to protect and preserve the public health, and in order to provide funds to finance the costs of the Project it is necessary to issue the Bonds as provided herein and as authorized by the Drain Code.

3. Issuance of Bonds.

- (a) For the purpose of financing the acquisition and construction of the Project, including payment of engineering, architectural, legal, accounting, financial and other project costs within the meaning of the Drain Code related thereto, there may be borrowed the aggregate principal amount set forth in the Purchase Contract, but not to exceed Ninety Million and Two Hundred Thousand Dollars (\$90,200,000), and in evidence thereof the Bonds shall be issued in an equivalent aggregate principal amount. The balance of the cost of the Project, if any, shall be paid from other bonds to be issued by the Issuer, and from any other lawful source.
- (b) The Bonds shall be sold through the SRF of the Authority, which is hereby determined to be in the best interest of the Drainage District because of the nature of the financing and the cost savings and efficiencies expected to be achieved.

4. Bond Terms.

- (a) The Bonds shall be issued in anticipation of the collection of an equal amount of Oakland-Macomb Interceptor Drain Series 2013A Special Assessments to be collected in installments and the Bonds shall be designated Oakland-Macomb Interceptor Drain Drainage District Drain Bonds (Series 2013A) (Limited Tax General Obligation), the principal of and interest thereon to be payable in the first instance from the Oakland-Macomb Interceptor Drain Series 2013A Special Assessments.
- (b) The Bonds shall be dated as of the date of delivery or such other date as the Authority shall require and principal shall be payable annually in the amounts and at the times as the Secretary shall determine or as required by the Authority and shall have such other terms and conditions as the Secretary shall determine or as required by the Authority, as evidenced by execution of the Purchase Contract. Except as otherwise determined by the Secretary or as provided in the Purchase Contract, the Bonds shall consist of one (1) single fully-registered Bond in a single denomination.
- (c) Subject to the provisions of this Resolution, the Secretary is hereby authorized to approve the principal and interest payment dates, discount (if any), premium (if any), interest rates for and principal amount of the Bonds, date of issuance, and all other matters and procedures necessary to complete the transactions authorized by this Resolution, as evidenced by the Purchase Contract for the Bonds.
- (d) The Bonds may be subject to redemption prior to maturity by the Drainage District only with the prior written consent of the Authority and on such terms as may be required by the Authority. The Secretary is authorized to approve the redemption provisions for the Bonds. In case less than the full amount of an outstanding Bond is called for redemption, the Issuer, upon presentation of the Bond called for redemption, shall register and deliver to the registered owner of

record a new Bond in the principal amount of the portion of the original Bond not called for redemption of the same tenor.

(e) The Bonds shall contain such provisions as are required by the Authority.

5. Execution and Delivery of Bonds. The Chairman and the Secretary of the Issuer are hereby authorized and directed to execute the Bonds by means of their manual or facsimile signatures when issued and sold for and on behalf of the Issuer. No transfer agent shall be required with respect to the Bonds except as otherwise provided in this Resolution and the Bonds shall not be required to be authenticated. The Bonds shall be delivered to the Authority in accordance with the Purchase Contract. The Issuer or its designee shall maintain and keep registration books for the Bonds on behalf of the Issuer.
6. Transfer. If the Authority transfers a Bond, the Issuer shall, as directed by the Authority, take all steps necessary to effectuate such transfer, including, if requested by the Authority, converting the Bond to registered bonds of any applicable denomination requested by the Authority. In connection with such transfer, the Secretary is authorized to engage a bank or trust company, which the Secretary may change from time to time, as registrar and transfer agent for such Bond(s) and otherwise take all actions necessary in connection with replacement of such Bond. If the Authority transfers a Bond, except as otherwise directed by the Authority, interest shall be paid by check or draft mailed by the transfer agent selected from time to time by the Secretary to the person or entity who or which is, as of the 15th day of the month preceding the interest payment date, the registered owner of the Bond at the registered address as shown on the registration books maintained by the transfer agent. The date of determination of registered owner for purposes of payment of interest as provided in this Section may be changed by the Secretary to conform to market practice in the future. If the Authority transfers a Bond, except as otherwise directed by the Authority, the principal of the Bond shall be payable upon presentation and surrender of the Bond at the bank or trust company designated by the Secretary as registrar and transfer agent for the Bond. Any Bond not registered in the name of the Authority may be transferred upon the books required to be kept pursuant to this section by the person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of the Bond for cancellation, accompanied by delivery of a duly executed written instrument of transfer in a form approved by the transfer agent. Whenever any Bond or Bonds not registered in the name of the Authority shall be surrendered for transfer, the Issuer shall execute and the transfer agent shall authenticate and deliver in the name of the transferee or transferees a new Bond or Bonds, bearing the same interest rate and maturity date and for like aggregate principal amount as the surrendered Bond or Bonds. The transfer agent shall require the payment by the bondholder requesting the transfer of any tax or other governmental charge required to be paid with respect to the transfer.
7. Primary Security for Bonds. The Bonds and the interest thereon are being issued in anticipation of and shall be payable primarily from the Oakland-Macomb Interceptor Drain Series 2013A Special Assessments pursuant to Section 528 of the Drain Code.

All of the Oakland-Macomb Interceptor Drain Series 2013A Special Assessments are hereby pledged solely and only for the payment of the principal of and interest on the Bonds, and any additional bonds issued to complete the Project, including payment of engineering, architectural, legal and financing expenses and costs of issuance in connection therewith, in accordance with this Resolution. In addition, the full faith and credit of the Issuer is hereby pledged for the prompt payment of the principal of and interest on the Bonds when due and any additional bonds issued in accordance with this Resolution when due.

Nothing contained in this Resolution shall be construed to prevent the Issuer from issuing additional bonds under the provisions of the Drain Code for any of the purposes authorized by the Drain Code, but any such bonds shall in no way have any lien on or be payable out of the Oakland-Macomb Interceptor Drain Series 2013A Special Assessments pledged to the payment of the Bonds of this authorized issue, except such additional bonds as may be necessary may be issued to complete the Project, or any of them, including payment of engineering, legal and financing expenses and costs of issuance in connection therewith. Upon default in any of the Bonds or any additional bonds, to the extent any security or payments which constitute proceeds of such security may not be attributed to a particular series of bonds, it is the intention of the Issuer that such security or payments will be shared on a parity basis by all holders of bonds for which such security has been pledged, subject to bankruptcy, fraudulent conveyance or other laws affecting creditors' rights generally now existing or hereafter enacted, and to the application of general principles of equity.

8. Debt Retirement Fund. It shall be the duty of the Issuer, after the adoption of this Resolution and the sale of the Bonds, to establish with the Treasurer of the Drainage District a special depository account to be named Oakland-Macomb Interceptor Drain Drainage District Drain Bonds Series 2013A Debt Retirement Fund (hereinafter sometimes referred to as the "Debt Retirement Fund"), into which account it shall be the duty of the Issuer to deposit, as received, collections of the Oakland-Macomb Interceptor Drain Series 2013A Special Assessments, any payments made by Macomb County or Oakland County pursuant to the provisions of Section 10 of this Resolution, and any additional moneys paid by the Issuer to be used for purchasing Bonds for retirement prior to maturity. After satisfaction of any obligations to rebate earnings to the United States, moneys from time to time on hand in said Debt Retirement Fund shall be used solely and only for the payment of the principal of and interest on the Bonds.
9. Project Fund. It shall be the duty of the Issuer, after the adoption of this Resolution and the sale of the Bonds, to establish with the Treasurer a special depository account to be named Oakland-Macomb Interceptor Drain Drainage District Drain Bonds Series 2013A Project Fund (hereinafter sometimes referred to as the "Project Fund"). The proceeds of the sale of the Bonds as received from time to time pursuant to the provisions of the SRF and any premium paid by the purchaser of the Bonds shall be deposited in the Project Fund and used for the payment of the costs (including engineering, architectural, legal and financing expenses) in connection with the planning, designing, acquisition, construction and financing of the Project, and to pay the costs of issuance of the Bonds, subject to the terms and provisions of the SRF, the Drain Code and the provisions of

Section 13(e) hereof. Except as otherwise required by the SRF, (a) pending utilization of said funds for said purposes, such funds shall be invested, reinvested and deposited as permitted by Michigan law, which investments and deposits shall mature, or which shall be subject to redemption by the holder thereof at the option of the holder, not later than the respective dates, as estimated by the Issuer when such moneys will be required to pay the costs of issuance of the Bonds and the costs of the Project; (b) said investments and deposits shall be selected by the Treasurer of the Issuer; (c) after satisfaction of any obligations to rebate earnings to the United States, interest realized from such investments or deposits shall be considered as additional moneys for construction; and (d) surplus construction moneys, if any, remaining after paying the costs of issuance of the Bonds and the costs of the Project shall be used in accordance with the provisions of the SRF and the Drain Code.

10. Secondary Security for Bonds. Pursuant to authorization provided in the Drain Code and resolutions of Macomb County and Oakland County duly adopted by two-thirds (2/3) vote of the members of the Board of Commissioners of Macomb County and Oakland County, the full faith and credit of Macomb County and Oakland County has been or shall be pledged as a condition precedent to the issuance of the Bonds for the prompt payment of the principal of, and interest on the Bonds as the same shall become due in accordance with such resolutions. As provided or shall be provided in said resolutions and the Drain Code, in the event any public corporations in Oakland County shall fail or neglect to account to the Oakland County Treasurer, and any public corporations in Macomb County shall fail or neglect to account to the Macomb County Treasurer, for the amount of any special assessment installment and interest (in anticipation of which the Bonds are issued) when due, then the amount thereof shall be advanced from the funds of Oakland County or Macomb County, respectively, as provided in such resolutions, and the Oakland County Treasurer and the Macomb County Treasurer are directed to make such advancement to the extent necessary. If it becomes necessary for Macomb County or Oakland County to so advance such moneys, they shall have such right or rights of reimbursement and any and all remedies therefor as provided by of the Drain Code or any other law.
11. Bond Form. The Bonds shall be in substantially the following form, with such modifications, additions or deletions as may be required by the Authority:

UNITED STATES OF AMERICA
STATE OF MICHIGAN
OAKLAND-MACOMB INTERCEPTOR DRAIN DRAINAGE DISTRICT
DRAIN BONDS
(SERIES 2013A) (LIMITED TAX GENERAL OBLIGATION)

Date of Maturity	Interest Rate	Date of Original Issue
Various (See Schedule I)	(See Schedule I)	_____, 2013

Registered Owner: Michigan Finance Authority

Principal Amount: _____ Dollars
(\$ _____)

The Oakland-Macomb Interceptor Drain Drainage District, State of Michigan (the "Issuer"), for value received, hereby promises to pay to the Registered Owner specified above, or registered assigns, the Principal Amount specified above, in lawful money of the United States of America on the dates and in the principal installment amounts set forth in Schedule I attached hereto and made a part hereof, unless prepaid prior thereto as hereinafter provided, or so much thereof as shall have been advanced to the Issuer pursuant to a Purchase Contract between the Issuer and the Michigan Finance Authority (the "Authority") and a Supplemental Agreement by and among the Issuer, the Authority and the State of Michigan acting through the Department of Environmental Quality, and in any event not exceeding \$_____ with interest on said installments from the date each installment of principal is delivered to the Issuer, until paid, at the interest rate not to exceed two and one-half percent (2.5%) per annum, which interest is first payable on _____ 1, 20____, and semiannually each _____ and _____ thereafter and principal is payable on the first day of _____ commencing _____ 1, 20____, and annually thereafter.

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

received by the Authority's Depository at least 40 days prior to the date on which such redemption is to be made.

In the event of a default in the payment of principal or interest hereon when due, whether at maturity, by redemption or otherwise, the amount of such default shall bear interest (the "additional interest") at a rate equal to the rate of interest which is two percent above the Authority's cost of providing funds (as determined by the Authority) to make payment on the bonds of the Authority issued to provide funds to purchase this Bond but in no event in excess of the maximum rate of interest permitted by law. The additional interest shall continue to accrue until the Authority has been fully reimbursed for all costs incurred by the Authority (as determined by the Authority) as a consequence of the Issuer's default. Such additional interest shall be payable on the interest payment date following demand of the Authority. In the event that (for reasons other than the default in the payment of any municipal obligation purchased by the Authority) the investment of amounts in the reserve account established by the Authority for the bonds of the Authority issued to provide funds to purchase this Bond fails to provide sufficient available funds (together with any other funds which may be made available for such purpose) to pay the interest on outstanding bonds of the Authority issued to fund such account, the Issuer shall and hereby agrees to pay on demand only the Issuer's pro rata share (as determined by the Authority) of such deficiency as additional interest on this Bond.

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

This Bond may be subject to redemption prior to maturity by the Issuer only with the prior written consent of the Authority and on such terms as may be required by the Authority.

This Bond is issued pursuant to a resolution duly adopted by the Drainage Board of the Issuer on _____, 2013 (the "Resolution"), and under and in full compliance with the Constitution and statutes of the State of Michigan, and particularly Chapter 21, Act No. 40, Public Acts of Michigan, 1956, as amended (the "Drain Code"), for the purpose of paying the costs of certain inter-county drain projects, including payment of engineering, architectural, legal and financing expenses in connection therewith. For a complete statement of the funds from which and the conditions under which this Bond is payable, and the general covenants and provisions pursuant to which this Bond is issued, reference is made to the Resolution. Capitalized terms not otherwise defined herein have the meaning ascribed to them in the Resolution.

This Bond is payable primarily from the proceeds of certain Oakland-Macomb Interceptor Drain Series 2013A Special Assessments (as defined in the Resolution) made pursuant to the provisions of Chapter 21 of the Drain Code. The Bonds and the interest thereon

are being issued in anticipation of and shall be payable primarily from the Oakland-Macomb Interceptor Drain Series 2013A Special Assessments pursuant to Section 528 of the Drain Code.

Pursuant to the authorization provided in Section 526 of Act No. 40, Public Acts of Michigan, 1956, as amended, Macomb County and Oakland County, by resolutions of their respective Boards of Commissioners, have pledged the full faith and credit of Macomb County and Oakland County for the prompt payment of the principal of, and interest on the Bonds as the same shall become due in accordance with such resolutions. As provided in said resolutions and the Drain Code, in the event any public corporations in Oakland County shall fail or neglect to account to the Oakland County Treasurer, and any public corporations in Macomb County shall fail or neglect to account to the Macomb County Treasurer, for the amount of any special assessment installment and interest (in anticipation of which the Bonds are issued) when due, then the amount thereof shall be advanced from the funds of Oakland County or Macomb County, respectively, as provided in such resolutions. The full faith and credit pledges of Macomb County and Oakland County are limited tax general obligations.

It is hereby certified and recited that all acts, conditions and things required by law precedent to and in the issuance of this Bond have been done and performed in regular and due time and form as required by law, and that the full faith and credit of the Issuer is hereby pledged for the prompt payment of this bond and the interest hereon, when due.

IN WITNESS WHEREOF, the Oakland-Macomb Interceptor Drain Drainage District, State of Michigan, by the Drainage Board for the Oakland-Macomb Interceptor Drain Drainage District, has caused this bond to be signed in its name by the [facsimile] signature of the Chairman and Secretary of the Drainage Board, all as of the Date of Original Issue.

OAKLAND-MACOMB INTERCEPTOR DRAIN
DRAINAGE DISTRICT

By: _____
Chairman, Drainage Board for the Oakland-
Macomb Interceptor Drain Drainage District

and

By: _____
Secretary, Drainage Board for the Oakland-
Macomb Interceptor Drain Drainage District

DEQ Project No. 5368-03
DEQ Approved Amt: \$

SCHEDULE I

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

Due Date

Amount of Principal Installment Due

Interest on the Bond shall accrue on principal disbursed by the Authority to the Issuer from the date principal is disbursed, until paid, at the rate of 2.5% per annum, payable _____, 20____, and semi-annually thereafter.

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

12. Contract with Bondholders. The provisions of this Resolution shall constitute a contract between the Issuer and the holder or holders of the Bonds from time to time, and after the issuance of the Bonds, may only be amended pursuant to Sections 16 or 17 hereof. The provisions of this Resolution shall be enforceable by appropriate proceedings taken by such holder under the law.
13. Covenants of the Drainage District. The Issuer covenants and agrees with the successive holders of the Bonds that so long as any of the Bonds remain unpaid as to either principal or interest:
 - (a) The Issuer will punctually perform all of its obligations and duties under this Resolution and will collect, aggregate and apply the Oakland-Macomb Interceptor Drain Series 2013A Special Assessments and other moneys paid by the Assessed Parties, in the manner required under this Resolution and the Drain Code.
 - (b) The Issuer will promptly and punctually perform all of its legal obligations and duties relative to the prompt payment of the principal of and interest on the Bonds by virtue of the pledge of its full faith and credit for the payment thereof under the terms of this Resolution.
 - (c) The Issuer will apply and use the proceeds of sale of the Bonds in the manner required by the provisions of this Resolution and the Drain Code.
 - (d) The Issuer will maintain and keep proper books of record and account relative to the application of funds for the performance of the Project and the Oakland-Macomb Interceptor Drain Series 2013A Special Assessments and other moneys received from the Assessed Parties. Not later than three (3) months after the end of each year, the Issuer shall cause to be prepared a statement, in reasonable detail, sworn to by its Secretary, showing the application of the proceeds of sale of the Bonds, the cash receipts of Oakland-Macomb Interceptor Drain Series 2013A Special Assessments from the Assessed Parties during such year and the application thereof, and such other information as may be necessary to enable any taxpayer or any registered owner of the Bonds, or anyone acting in their behalf, to be fully informed as to all matters pertaining to the performance of the Project and application of funds therefor, or for the payment of the Bonds during such year. A certified copy of said statement shall be filed with the Secretary of the Drainage Board.
 - (e) To the extent permitted by law, the Issuer shall take or abstain from taking all actions within its control necessary to maintain the exclusion of the interest on the Bonds from gross income for federal income tax purposes, including, but not limited to, actions and abstentions from actions relating to the rebate of arbitrage earnings, if applicable, and the expenditure and investment of Bond proceeds and money deemed to be Bond proceeds.

- (f) If for any reason the original Oakland-Macomb Interceptor Drain Series 2013A Special Assessments shall not be sufficient to pay the principal of and interest on the Bonds when due, the Drainage Board shall make such additional assessments therefor as may be necessary, apportioned as in the first instance, as authorized by the provisions of Chapter 21 of the Drain Code.
- 14. Proceeds of Bond Sale. Subject to compliance with the provisions of Section 13(e) above, the proceeds of sale of the Bonds herein authorized shall be used by the Issuer solely and only to pay the costs of the Project, as set forth herein and in the Drain Code, together with all engineering, architectural, legal, financing and other expenses incident thereto, and to pay costs of issuance of the Bonds.
- 15. Sale, Issuance and Delivery of Bonds.
 - (a) The Secretary of the Drainage Board is hereby designated, for and on behalf of the Issuer, to (i) file a qualifying statement and if applicable a request for reconsideration with the Michigan Department of Treasury pursuant to Act 34, Public Acts of Michigan, 2001, as amended ("Act 34"), and pay any related fees in connection with any of the foregoing, and take any other actions necessary or desirable under Act 34; (ii) to execute and deliver (A) the Purchase Contract, (B) a Supplemental Agreement by and among the Issuer, the Authority and the State of Michigan acting through the Department of Environmental Quality, and (C) an Issuer's Certificate, and any other documents which may be required by the Authority or by applicable law or regulation, in such form as the Authority may require, which form is hereby approved; (iii) cooperate with the Authority, the Michigan Department of Environmental Quality, the Department of Treasury, and other parties to issue the Bonds in a timely fashion; and (iv) do all other acts and take all other actions and other necessary procedures required to effectuate a sale, issuance and delivery of the Bonds, including, if appropriate, and without limitation, reducing the amount of Bonds sold and/or delivered if the Secretary determines that the full amount thereof is not necessary. The Secretary of the Issuer shall not be required to secure an amendment to this Resolution or other approval from the Issuer if any reduction produces a bond issue whose terms remain within the terms authorized by this Resolution as outside parameters, or if such reduction or alteration is insignificant or insubstantial.
 - (b) Information concerning the Issuer may be provided by officers, agents and employees of the Issuer for inclusion in a preliminary official statement and a final official statement with respect to the Bonds if required by the Authority, the circulation and dissemination of which are hereby approved, and, if required by the Authority, the Secretary shall execute and deliver a continuing disclosure certificate meeting the requirements of Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934, as amended.
- 16. Supplemental Resolutions Not Requiring Approval of Registered Owners. The Issuer may adopt such resolutions supplemental hereto as shall not be inconsistent with the

terms and provisions of this Resolution (which supplemental resolutions shall thereafter form a part hereof):

- (a) to cure any ambiguity or formal defect or omission in this Resolution or in any supplemental resolution; or
- (b) to grant to or confer upon the Issuer for the benefit of the Registered Owners any additional rights, remedies, powers, authority or security that may lawfully be granted to or conferred upon the Registered Owners; or
- (c) to make subject to the provisions of this Resolution any additional property; or
- (d) to comply with the provisions or requirements of Section 103 or 148 of the Internal Revenue Code of 1986, as amended, in order to maintain the exclusion from federal income taxation of interest on the Bonds; or
- (e) to accomplish, implement or give effect to any other action which is authorized or required by this Resolution.

17. Supplemental Resolutions With Approval of Registered Owners. Subject to the terms and provisions contained in this Section 17, and not otherwise, the Registered Owners of not less than fifty-one percent (51%) in aggregate principal amount of the Bonds outstanding shall have the right, from time to time, to consent to and approve the adoption by the Issuer of such resolution or resolutions supplemental hereto as shall be deemed necessary or desirable by the Issuer for the purpose of modifying, altering, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in this Resolution or in any supplemental resolution as then may apply to the Bonds; provided, however, that nothing herein contained shall permit, or be construed as permitting (a) an extension of the maturity of the principal of or the interest on any Bond, or (b) any alteration of any redemption requirements of Bonds except as may be provided herein, or (c) a reduction in the principal amount of any Bond or the rate of interest thereon, or (d) the creation of a lien upon or a pledge of the Oakland-Macomb Interceptor Drain Series 2013A Special Assessments other than the lien and pledge created by this Resolution and any other resolution authorizing any other bonds issued to complete the Project, or (e) a preference or priority of any Bond or Bonds over any other Bond or Bonds, or (f) any alteration in the nature of the permitted investments of funds and accounts relating to the Bonds or the application thereof, or (g) a reduction in the aggregate principal amount of the Bonds required for consent to such supplemental resolution. Nothing herein contained, however, shall be construed as making necessary the approval by Registered Owners of the execution of any supplemental resolution as authorized in Section 16 hereof.

If at any time the Issuer desires to adopt any supplemental resolution for any of the purposes of this Section 17, the Issuer shall cause notice of the proposed adoption of such supplemental resolution to be mailed, postage prepaid, to all Registered Owners at their addresses as they appear on the registration books. The notice shall briefly set forth the nature of the proposed supplemental resolution and shall state that copies thereof are on file at the office of the Issuer for inspection by all Registered Owners.

Whenever, at any time within one year after the date of mailing such notice, the Issuer shall receive an instrument or instruments in writing purporting to be executed by the Registered Owners of not less than fifty-one percent (51%) in aggregate principal amount of the Bonds outstanding, which instrument or instruments shall refer to the proposed supplemental resolution described in such notice and shall specifically consent to and approve the adoption thereof in substantially the form of the copy thereof referred to in such notice, thereupon, but not otherwise, the Issuer may adopt such supplemental resolution in substantially such form, without liability or responsibility to any Registered Owner, whether or not such Registered Owners shall have consented thereto.

If the Registered Owners of not less than fifty-one percent (51%) in aggregate principal amount of the Bonds outstanding at the time of the acceptance of such supplemental resolution shall have consented to and approved the adoption thereof as herein provided, no owner of any Bond shall have any right to object to the adoption of such supplemental resolution, or to object to any of the terms and provisions contained therein or the operation thereof, or to enjoin or restrain the Issuer from adopting the same or from taking any action pursuant to the provisions thereof.

Upon the adoption of any supplemental resolution pursuant to the provisions of this Section 17, this Resolution shall be and be deemed to be modified and amended in accordance therewith, and the respective rights, duties and obligations under this Resolution of the Issuer, the transfer agent, and all Registered Owners of Bonds outstanding shall thereafter be determined, exercised and enforced hereunder, subject in all respects to such modifications and amendments.

18. Redemption. The Bonds are subject to redemption prior to maturity only with the prior written consent of the Authority (or such other Registered Owner of the Bonds) and only on such terms as may be required by the Authority (or other Registered Owners of the Bonds).
19. Defeasance of the Bonds. The Bonds shall be deemed to be paid in full upon the deposit in trust of cash or direct obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by the United States of America, or any combination thereof, not redeemable at the option of the issuer the principal and interest payments on which, without reinvestment of the interest, will come due at such times and in such amounts, as to be fully sufficient to pay at the respective maturities or redemption dates prior to maturity of the Bonds, the principal thereof, any redemption premiums and interest to accrue thereon to such maturity or redemption dates, as the case may be. Securities representing such cash or obligations shall be deposited with a bank or trust company, and if any of such Bonds are to be called for redemption prior to maturity, irrevocable instructions to call such Bonds for redemption shall be given to the bond registrar and payment agent.
20. Further Actions. The Secretary of the Issuer and his designees and agents, or any of them, are hereby authorized, empowered, and directed, to take all such actions as may be necessary or desirable to carry out and comply with the terms and provisions of this

Resolution, and all such actions, whether heretofore or hereafter taken, shall be ratified, confirmed and approved.

21. Conflicting Provisions Repealed. All resolutions or orders or parts thereof in conflict with the provisions of this Resolution are, to the extent of such conflict, hereby repealed.
22. Effective Date of Resolution. This Resolution shall become effective immediately upon its passage.

SCHEDULE I

PROJECT

SEGMENT 3 REPAIR PROGRAM

The work proposed for Segment 3 repair program generally includes lining of approximately 22,950 lineal feet of interceptor sewer in PCI-5, 6, 7 and 8 and repairs of interceptor sewer in PCI-8 between CS-7 and CS-8, all components considering flow control and wet weather impacts

Segment 3 repair work is located along the Edison Corridor Interceptor and Oakland Arm Interceptor extending from the Northeast Sewage Pumping Station in the City of Detroit, through private easements and the Amber Road Rights-of-Way to and through the International Transmission Company (ITC) corridor in the City of Warren, City of Sterling Heights, and through the 15 Mile Road, Dodge Park Road and Utica Road Rights-of-Way in the City of Sterling Heights. The work items to be included in Segment 3 program include the following:

- Perform cleaning and lining of entire length of PCI-5 interceptor and part of the PCI-6 interceptor downstream of Control Structure CS-9 (approximately 14760 lineal feet). The lined inside diameter of this section cannot be less than 10 feet.
- Perform cleaning and lining of portion of PCI-6 interceptor beneath Interstate I-696 (approximately 760 lineal feet). The lined inside diameter of this section cannot be less than 10 feet.
- Perform cleaning and lining of approximately 830 lineal feet downstream of PCI-7 interceptor constricted area. The lined inside diameter of this section cannot be less than 10 feet.
- Perform cleaning and lining of approximately 2400 lineal feet of the constricted area of PCI-7 interceptor. The relined inside diameter of this section cannot be less than 8 feet.
- Perform cleaning and lining of approximately 4200 lineal feet of PCI-8 interceptor from beyond Control Structure CS-6 to Control Structure CS-7. The lined inside diameter of this section cannot be less than 8 feet.
- Repair PCI-8 interceptor from Control Structure CS-7 to Control Structure CS-8, including sealing of leaks, grouting, and replacement of corroded steel reinforcement.
- Perform flow control, operations and upkeep of the related mechanical and electrical features of the existing OMID control gates in order to perform the construction work. This includes operations and upkeep of all existing OMID control gates and pumps, motors at the existing OMID pumping stations and all related appurtenances located at the City of Detroit's North East Pump Station that allow the ability to execute the flow control plan for Segment 3.

- Construct up to six (6) additional access structures to facilitate lining work, as determined by the contractor based on access required for installation of their chosen lining methodology.

SEGMENT 1 ADDITIONAL REPAIR PROGRAM COST

The Project also includes additional cost associated with the “Segment 1 Project,” described as follows:

Structural rehabilitation of the Oakland-Macomb Interceptor Drain and necessary ancillary construction:

- Contract No. 1 – located with the International Transmission Company (formerly Edison) Corridor interceptor which extends from the Detroit Water Sewerage Department (DWSD) Northeast Pump Station south of 8 Mile Road in the City of Detroit to 15 Mile Road in Sterling Heights, Michigan. The majority of the alignment is within the ITC corridor in the City of Warren, Michigan, Contract work includes construction of:
 1. Control Structure No. 9: PCI 5/6 access structure. This is a 29-foot inside diameter cylindrical access shaft located within the ITC corridor just north of 10 Mile Road. The construction of PCI 5/6 access structure will include temporary dewatering, excavation, construction of a temporary circular earth retention system, temporary flume in sewer, concrete base slab and walls, backfill, and site restoration. The shaft cover will be constructed from precast concrete units. The shaft walls will include guide rails/grooves for future gate installation.
 2. Control Structure No. 5: PCI 6/7 access and gate structure. The structure is a 29-foot inside diameter cylindrical access shaft located within the ITC corridor at Common Road. The construction of PCI 6/7 Gate Structure will include temporary dewatering, excavation, construction of a temporary circular earth retention system, temporary flume in sewer, concrete base slab and walls, flow control gate, backfill, and site restoration. The shaft cover will be constructed from precast concrete units.
 3. Existing Garfield Gate Modifications.
- Contract No. 2. – located within the ITC Corridor at 15 Mile Road and within public right-of-way along Utica Road and Dodge Park Road in the City of Sterling Heights. Contract No. 2 includes the construction of:
 1. Control Structure No. 6: PCI 7/8 Access, Gate and Pump Structure. This structure is a 50-foot inside diameter cylindrical access shaft located at the intersection of 15 Mile Road and the ITC corridor in the City of Sterling Heights. The construction of PCI 7/8 Gate Structure will include temporary dewatering, excavation, construction of a circular earth retention system, temporary flume, concrete base slab and walls, flow control gate, pump station, backfill, and site restoration.

2. Control Structure No. 7: PCI 8 Access and Gate Structure. This structure is 13-foot by 25-foot inside dimensions rectangular shaft located on Dodge Park Road in the right-of-way between Broad and Warsaw Streets in the City of Sterling Heights. The construction will include relocation of existing utilities, traffic control, temporary dewatering, excavation, construction of a rectangular earth retention system, temporary flume, concrete base slab and walls, flow control gate, backfill, and site restoration.
 3. Control Gate No. 8: PCI 9 Gate Structure. This structure is a 11.75-foot by 8.75-foot inside dimensions rectangular shaft located on Utica Road just west of Dodge Park Road in the City of Sterling Heights. The construction of PCI-9 Gate Structure will include relocation of existing utilities, traffic control, relocation of trees, excavation, construction of a rectangular earth retention system, temporary flume, concrete base slab and walls, flow control gate, and replacement of landscaping, irrigation and electrical systems.
- Contract No. 3.
 1. PCI 10A/10B sewer repairs which will involve placement of chemical grout to stop leaks and isolated repairs to restore sewer integrity. The work will include construction of gravel access roads within the River bends and The Ponds Parks in Shelby Township, construction of access manholes, and placement of chemical grout from with the sewer to stop leaks. To facilitate the work, two 8-foot inside diameter access structure will be required.
 2. PCI 9 Hole repair which will involve work to repair a hole located at the joint within the alignment. The work will require a manned entry to repair the isolated hole at sewer joint.

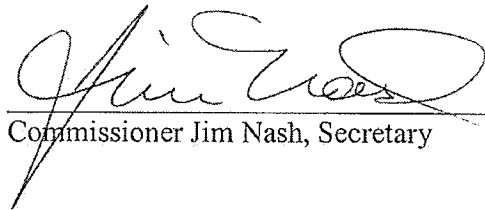
NORTHEAST SEWAGE PUMP STATION COSTS

The Project also includes any or all of the cost associated with the repairs, improvements, renovation, expansion, or maintenance of the Northeast Sewage Pump Station to be operated under a long-term operating agreement with the City of Detroit.

AYES: Gregg, Nash and Misterovich

NAYS: None

I, the undersigned, do hereby certify that the foregoing is a true and complete copy of a resolution adopted at a meeting of the Drainage Board for the Oakland-Macomb Interceptor Drain Drainage District held in Waterford, Michigan on April 16, 2013; that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.



Commissioner Jim Nash, Secretary

Dated: May 7, 2013

8

State Revolving Fund
ORDER OF APPROVAL

Applicant/Issuer: Oakland-Macomb Interceptor Drain Drainage District, Macomb County

Project No. 5368-03

Assistance Amount: \$65,140,000 (Sixty-five Million One Hundred Forty Thousand Dollars)

Rate: 2.0% (Two Percent)

Term: Not to exceed twenty (20) years, with annual principal payments commencing no later than May 30, 2016.

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

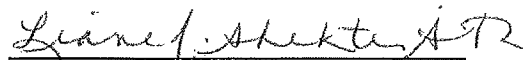
The Director of the Department of Environmental Quality of the state of Michigan, acting upon the application submitted by the applicant/issuer for assistance in financing the project pursuant to the referenced Act,

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

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

This approval is based on the application and other documents currently filed with the Director of the Department of Environmental Quality and no material change may be made to the application or this approval without the prior written approval of the Department of Environmental Quality.

The Department of Environmental Quality certifies to the Michigan Finance Authority that the applicant/issuer is eligible to receive assistance as provided by this Order.


Liane J. Shekjer Smith, P.E., Chief
Office of Drinking Water and Municipal Assistance
Department of Environmental Quality

Dated: June 3, 2013
Lansing, Michigan

Oakland-Macomb Interceptor Drain Drainage District
Project No. 5368-03

State Revolving Fund
EXHIBIT A

Cost summary identifying design, construction, and administrative costs.

Planning Costs	\$426,748
User Charge System Development Costs	\$0
Design Engineering Cost	\$5,062,144
Legal/Financial Service Fees	\$83,000
Administrative Costs	\$366,326
Bond Counsel Fees	\$32,000
Bond Advertisement Costs	\$0
Bid Advertisement Costs	\$4,246
Capitalized Interest	\$0
Land Acquisition/Relocation Costs	\$171,900
Land Purchase Costs	\$0
Construction Engineering Costs	\$8,548,856
Construction Costs (bid contracts)	\$45,554,533
Construction Costs (force account)	\$0
Equipment Costs	\$0
Other Project Costs (Owner Controlled Insurance Program)	\$3,000,063
Contingencies	\$3,794,988
LESS Other Sources of Funding (Prepayment from an Oakland-Macomb Interceptor municipal customer on its assessed portion of the debt for Segment 3 in the sum of \$3,253,724, minus \$1,348,920 in State Revolving Fund ineligible expenses for Segment 3.)	<u>(\$1,904,804)</u>
TOTAL PROJECT COSTS APPROVED (rounded to nearest \$5,000)	\$65,140,000

Oakland-Macomb Interceptor Drain Drainage District
Project No. 5368-03

State Revolving Fund
EXHIBIT B

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

Permit Number 1007205 Issued on February 5, 2013

Project Description:

The project consists of various lining, leak sealing, and grouting along Pollution Control Interceptor Nos. 5, 6, 7, and 8, as well as construction of access structures to facilitate these repairs.

Oakland-Macomb Interceptor Drain Drainage District
Project No. 5368-03

State Revolving Fund
EXHIBIT C

Additional special conditions.

1. Financial assistance authorized by this Order of Approval is conditioned upon receipt by the Michigan Finance Authority (the "Authority") by June 14, 2013, or such other date approved by the Authority, of all documentation necessary to satisfy the Authority's municipal obligation purchase requirements as set forth in the Shared Credit Rating Act, 1985 PA 227, as amended.
2. Financial assistance authorized by this Order of Approval is conditioned upon issuance, by the applicant or owner, of a Notice to Proceed, to the successful bidder(s) on the project construction contract(s) on or before August 24, 2013.
3. Financial assistance authorized by this Order of Approval is conditioned upon the Oakland-Macomb Interceptor Drain Drainage District's (OMIDDD) agreement that the Owner's Controlled Insurance Program (OCIP) premium will be adjusted for favorable experience 18 months after the owner's acceptance of each contract to reflect the return premium rebated to the OMIDDD. The OCIP premium for the project may be further adjusted 18 months after the owner's acceptance of the final segment of the OMIDDD proposed improvements. The OMIDDD will provide prompt notification to the Department of Environmental Quality of each premium adjustment, including the amount of the adjustment. All moneys rebated to the OMIDDD, which lower the OCIP premium, will be returned to the State Revolving Fund.

9

Miscellaneous Resolution No.: **#13099**

May 9, 2013

BY: PLANNING AND BUILDING COMMITTEE, JIM RUNESTAD, CHAIRPERSON

IN RE: WATER RESOURCES COMMISSIONER – OAKLAND-MACOMB INTERCEPTOR DRAIN DRAINAGE DISTRICT FULL FAITH AND CREDIT RESOLUTION

TO THE OAKLAND COUNTY BOARD OF COMMISSIONERS

Mr. Chairperson, Ladies and Gentlemen:

WHEREAS, pursuant to the authorization provided in Chapter 21 of the Drain Code, the Drainage Board of the Oakland-Macomb Interceptor Drain Drainage District (the "Drainage District") expects to provide for the issuance of one or more series of bonds to finance costs relating to the project described on Schedule I (the "Project"), and the costs of issuance of such bonds; and

WHEREAS, all or a portion of such bonds will be sold to the Michigan Finance Authority ("Authority") under the State Revolving Fund Program; and

WHEREAS, such bonds will be payable in part from the collection of special assessments against public corporations in Oakland and Macomb Counties in the Drainage District, said special assessments to be duly confirmed as provided in the Drain Code; and

WHEREAS, pursuant to a Corrected Final Order of Apportionment dated July 20, 2010 adopted by the Drainage Board for the Drainage District, the cost of the Project has been apportioned against public corporations in Oakland County as follows: City of Auburn Hills (3.3059%), Independence Township (includes City of Clarkston) (3.1622%), City of Lake Angelus (0.0359%), City of Rochester (2.9035%), City of Rochester Hills (12.9326%), Oakland Township (2.0159%), Orion Township (4.6139%), Oxford Township (2.4184%), Village of Lake Orion (0.6612%), Village of Oxford (1.1499%), Waterford Township (13.4608%), and West Bloomfield Township (1.8398%); and

WHEREAS, pursuant to a Corrected Final Order of Apportionment dated July 20, 2010 adopted by the Drainage Board for the Drainage District, the cost of the Project has been apportioned against public corporations in Macomb County as follows: Chesterfield Township (3.9434%), City of Fraser (2.3239%), City of Sterling Heights (16.4901%), City of Utica (0.9289%), Clinton Township (11.2458%), Harrison Township (3.0015%), Lenox Township (0.2519%), Macomb Township (6.7545%), Shelby Township (4.7641%), Village of New Haven (0.5379%), and Washington Township (1.2580%); and

WHEREAS, to defray part of the costs of the Project, the Drainage Board of the Oakland-Macomb Interceptor Drain has, by resolution adopted April 16, 2013, authorized and provided for the issuance by the Oakland-Macomb Interceptor Drain Drainage District of its bonds designated Oakland-Macomb Interceptor Drain Drainage District Bonds (Limited Tax General Obligation), Series 2013A, with such modifications and other designations as may be approved by resolution of the Drainage Board (the "Series 2013A Bonds"), with such bonds expected to be issued in approximately June 2013, bearing interest at the rates and maturing in such amounts and at such times as may be determined pursuant to the resolution of the Drainage Board; and

WHEREAS, subsequent to the issuance of the Series 2013A Bonds, the Drainage District may issue additional bonds to finance additional costs of the Project (the "Additional Bonds," and, together with the Series 2013A Bonds, the "Drain Bonds"); and

WHEREAS, the aggregate principal amount of the Drain Bonds will not exceed \$90,200,000; and

WHEREAS, Section 526 of Act 40, Public Acts of Michigan, 1956, as amended (the "Drain Code"), authorizes a county to pledge its full faith and credit for the payment of obligations issued under Chapter 21 of the Drain Code, if the county board of commissioners has adopted a resolution by two-thirds (2/3) vote of its members-elect to that effect; and

WHEREAS, said Project is immediately necessary to protect and preserve the public health, and it is in the best interest of Oakland County that the Drain Bonds be sold and secured by a pledge of the full faith and credit of Oakland County, as authorized by Section 526 of the Drain Code; and

WHEREAS, the Board of Commissioners of Macomb County is expected to adopt a similar resolution pledging its full faith and credit for the payment of the Drain Bonds.

NOW, THEREFORE, BE IT RESOLVED BY THE OAKLAND COUNTY BOARD OF COMMISSIONERS:

1. Pursuant to the authorization provided in Section 526 of the Drain Code, the Oakland

PLANNING & BUILDING COMMITTEE VOTE:

Motion carried unanimously on a roll call vote with Bosnic absent.

County Board of Commissioners, by a majority vote of at least two-thirds (2/3) of its members-elect, does hereby irrevocably pledge the full faith and credit of Oakland County for the prompt payment of the principal of and interest on the Drain Bonds, in one or more series, not to exceed \$90,200,000 in aggregate principal amount, and does agree that in the event any public corporations in Oakland County shall fail or neglect to account to the Oakland County Treasurer for the amount of any special assessment installment and interest (in anticipation of which the Drain Bonds are issued) when due, then the amount thereof shall be advanced from the funds of Oakland County, and the Oakland County Treasurer is directed to make such advancement to the extent necessary.

2. In the event that, pursuant to said pledge of its full faith and credit Oakland County advances out of Oakland County funds all or any part of the principal and interest due on the Drain Bonds, it shall be the duty of the Oakland County Treasurer, for and on behalf of Oakland County, to take all actions and proceedings and pursue all remedies permitted or authorized by law for the reimbursement of such sums so paid.

3. The Oakland County Executive, the Oakland County Treasurer, and any other official of Oakland County, and their respective designees, or any of them, are authorized and directed to take all necessary legal procedures and steps necessary or desirable, for and on behalf of Oakland County, in connection with the authorization, sale and delivery of any of the aforesaid Drain Bonds, such legal procedures and steps to include, without limitation, (a) including financial and operating information concerning Oakland County in any preliminary or final official statement relating to such Drain Bonds and approving the circulation of a preliminary or final official statement relating to such Drain Bonds, and (b) executing and delivering a continuing disclosure certificate and any amendments thereto in accordance with the requirements of Rule 15c2-12 the Securities Exchange Act of 1934 and such other certificates, documents and instruments as may be required by the purchaser(s) of the Drain Bonds. To the extent a continuing disclosure certificate is executed and delivered, Oakland County hereby covenants and agrees that it will comply with and carry out all of the provisions of such continuing disclosure certificate. The remedies for any failure of Oakland County to comply with and carry out the provisions of the continuing disclosure certificate shall be as set forth therein.

4. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution be and the same hereby are rescinded.

Mr. Chairperson, on behalf of the Planning and Building Committee, I move adoption of the foregoing resolution.


PLANNING AND BUILDING COMMITTEE

SCHEDULE I

PROJECT

SEGMENT 3 REPAIR PROGRAM

The work proposed for Segment 3 repair program generally includes lining of approximately 22,950 lineal feet of interceptor sewer in PCI-5, 6, 7 and 8 and repairs of interceptor sewer in PCI-8 between CS-7 and CS-8, all components considering flow control and wet weather impacts

Segment 3 repair work is located along the Edison Corridor Interceptor and Oakland Arm Interceptor extending from the Northeast Sewage Pumping Station in the City of Detroit, through private easements and the Amber Road Rights-of-Way to and through the International Transmission Company (ITC) corridor in the City of Warren, City of Sterling Heights, and through the 15 Mile Road, Dodge Park Road and Utica Road Rights-of-Way in the City of Sterling Heights. The work items to be included in Segment 3 program include the following:

- Perform cleaning and lining of entire length of PCI-5 interceptor and part of the PCI-6 interceptor downstream of Control Structure CS-9 (approximately 14760 lineal feet). The lined inside diameter of this section cannot be less than 10 feet.
- Perform cleaning and lining of portion of PCI-6 interceptor beneath Interstate I-696 (approximately 760 lineal feet). The lined inside diameter of this section cannot be less than 10 feet.
- Perform cleaning and lining of approximately 830 lineal feet downstream of PCI-7 interceptor constricted area. The lined inside diameter of this section cannot be less than 10 feet.
- Perform cleaning and lining of approximately 2400 lineal feet of the constricted area of PCI-7 interceptor. The relined inside diameter of this section cannot be less than 8 feet.
- Perform cleaning and lining of approximately 4200 lineal feet of PCI-8 interceptor from beyond Control Structure CS-6 to Control Structure CS-7. The lined inside diameter of this section cannot be less than 8 feet.
- Repair PCI-8 interceptor from Control Structure CS-7 to Control Structure CS-8, including sealing of leaks, grouting, and replacement of corroded steel reinforcement.

- Perform flow control, operations and upkeep of the related mechanical and electrical features of the existing OMID control gates in order to perform the construction work. This includes operations and upkeep of all existing OMID control gates and pumps, motors at the existing OMID pumping stations and all related appurtenances located at the City of Detroit's North East Pump Station that allow the ability to execute the flow control plan for Segment 3.
- Construct up to six (6) additional access structures to facilitate lining work, as determined by the contractor based on access required for installation of their chosen lining methodology.

SEGMENT 1 ADDITIONAL REPAIR PROGRAM COST

The Project also includes additional cost associated with the "Segment 1 Project," described as follows:

Structural rehabilitation of the Oakland-Macomb Interceptor Drain and necessary ancillary construction:

- Contract No. 1 – located with the International Transmission Company (formerly Edison) Corridor interceptor which extends from the Detroit Water Sewerage Department (DWSD) Northeast Pump Station south of 8 Mile Road in the City of Detroit to 15 Mile Road in Sterling Heights, Michigan. The majority of the alignment is within the ITC corridor in the City of Warren, Michigan, Contract work includes construction of:
 1. Control Structure No. 9: PCI 5/6 access structure. This is a 29-foot inside diameter cylindrical access shaft located within the ITC corridor just north of 10 Mile Road. The construction of PCI 5/6 access structure will include temporary dewatering, excavation, construction of a temporary circular earth retention system, temporary flume in sewer, concrete base slab and walls, backfill, and site restoration. The shaft cover will be constructed from precast concrete units. The shaft walls will include guide rails/grooves for future gate installation.
 2. Control Structure No. 5: PCI 6/7 access and gate structure. The structure is a 29-foot inside diameter cylindrical access shaft located within the ITC corridor at Common Road. The construction of PCI 6/7 Gate Structure will include temporary dewatering, excavation, construction of a temporary circular earth retention system, temporary flume in sewer, concrete base slab and walls, flow control gate, backfill, and site restoration. The shaft cover will be constructed from precast concrete units.
 3. Existing Garfield Gate Modifications.
- Contract No. 2. – located within the ITC Corridor at 15 Mile Road and within public right-of-way along Utica Road and Dodge Park Road in the City of Sterling Heights. Contract No. 2 includes the construction of:
 1. Control Structure No. 6: PCI 7/8 Access, Gate and Pump Structure. This structure is a 50-foot inside diameter cylindrical access shaft located at the intersection of

15 Mile Road and the ITC corridor in the City of Sterling Heights. The construction of PCI 7/8 Gate Structure will include temporary dewatering, excavation, construction of a circular earth retention system, temporary flume, concrete base slab and walls, flow control gate, pump station, backfill, and site restoration.

2. Control Structure No. 7: PCI 8 Access and Gate Structure. This structure is 13-foot by 25-foot inside dimensions rectangular shaft located on Dodge Park Road in the right-of-way between Broad and Warsaw Streets in the City of Sterling Heights. The construction will include relocation of existing utilities, traffic control, temporary dewatering, excavation, construction of a rectangular earth retention system, temporary flume, concrete base slab and walls, flow control gate, backfill, and site restoration.
 3. Control Gate No. 8: PCI 9 Gate Structure. This structure is a 11.75-foot by 8.75-foot inside dimensions rectangular shaft located on Utica Road just west of Dodge Park Road in the City of Sterling Heights. The construction of PCI-9 Gate Structure will include relocation of existing utilities, traffic control, relocation of trees, excavation, construction of a rectangular earth retention system, temporary flume, concrete base slab and walls, flow control gate, and replacement of landscaping, irrigation and electrical systems.
- Contract No. 3.
 1. PCI 10A/10B sewer repairs which will involve placement of chemical grout to stop leaks and isolated repairs to restore sewer integrity. The work will include construction of gravel access roads within the River bends and The Ponds Parks in Shelby Township, construction of access manholes, and placement of chemical grout from with the sewer to stop leaks. To facilitate the work, two 8-foot inside diameter access structure will be required.
 2. PCI 9 Hole repair which will involve work to repair a hole located at the joint within the alignment. The work will require a manned entry to repair the isolated hole at sewer joint.

NORTHEAST SEWAGE PUMP STATION COSTS

The Project also includes any or all of the cost associated with the repairs, improvements, renovation, expansion, or maintenance of the Northeast Sewage Pump Station to be operated under a long-term operating agreement with the City of Detroit.

Resolution #13099

May 9, 2013

The Chairperson referred the resolution to the Finance Committee. There were no objections.

BY: FINANCE COMMITTEE, TOM MIDDLETON, CHAIRPERSON

IN RE: WATER RESOURCES COMMISSIONER - OAKLAND-MACOMB INTERCEPTOR DRAIN DRAINAGE DISTRICT
FULL FAITH AND CREDIT RESOLUTION

TO THE OAKLAND COUNTY BOARD OF COMMISSIONERS

Chairperson, Ladies and Gentlemen:

Pursuant to Rule XII-C of this Board, the Finance Committee has reviewed the above referenced resolution and finds:

1. The Drainage Board for the Oakland-Macomb Interceptor Drain Drainage District is requesting that the Board of Commissioners pledge the full faith and credit of the County of Oakland for the payment of principal and interest on the Oakland-Macomb Interceptor Drain Drainage District Bonds (Limited Tax General Obligation), Series 2013A. Macomb County is expected to adopt a similar resolution pledging its full faith and credit.
2. Oakland and Macomb Counties will be secondary obligors with the Drainage District as primary obligor, with Special Assessments to the Public Corporations as determined by the Final Order of Apportionment percentages approved by the Drainage Board on July 20, 2010.
3. Chapter 21 of the Drain Code Section 526 of Act 40, Public Acts of Michigan, 1956, as amended (the Drain Code) authorizes the County Board of Commissioners to pledge its full faith and credit requires a two-thirds vote of its members-elect.
4. The Drain Bonds for the series 2013A are not to exceed \$90,200,000 and to be used to pay for design, construction and rehabilitation of the Oakland-Macomb Interceptor.
5. The Drain Bonds shall bear an interest rate, mature in such amounts and times pursuant to a resolution determined by the Drainage Board.
6. All total or a portion of the Drain Bonds will be sold to the Michigan Finance Authority under the State Revolving Fund Program at approximately 2.50% interest.
7. The statutory limit for County debt is \$5,083,902,497 (10% of State Equalized Value). As of April 5, 2013, the total pledged debt is \$364,372,410 or approximately 0.71672% of the S.E.V.
8. The estimated project cost of \$90,200,000 will have 48.50% or \$43,747,000 apportioned to Public Corporations within Oakland County and 51.50% or \$46,453,000 to Public Corporations within Macomb County as indicated in the chart:

Public Corporation	Percent	\$ Amount
City of Auburn Hills	3.3059%	\$2,981,922
Independence Township (includes City of Clarkston)	3.1622%	\$2,852,304
City of Lake Angelus	0.0359%	\$32,382
City of Rochester	2.9035%	\$2,618,957
City of Rochester Hills	12.9326%	\$11,665,205
Oakland Township	2.0159%	\$1,818,342
Orion Township	4.6139%	\$4,161,738
Oxford Township	2.4184%	\$2,181,397
Village of Lake Orion	0.6612%	\$596,402
Village of Oxford	1.1499%	\$1,037,210
Waterford Township	13.4608%	\$12,141,642
West Bloomfield Township	1.8398%	\$1,659,499
Total Oakland County - Public Corporations	48.5000%	\$43,747,000
Total Macomb County - Public Corporations	51.5000%	\$46,453,000
Grand Total	100.0000%	\$90,200,000

9. The Public Corporations will pay for the Drain Bonds through a Special Assessment Roll for the Oakland-Macomb Interceptor Drain Project. Public Corporations that want to pay cash for their cost of the project must provide a resolution to the Oakland Macomb Drainage Board by the date set forth by the Drainage Board to formally notify of their intent to pay cash up front.
10. No budget amendment is required. No General Fund appropriation is required.

Thomas J. Middleton
FINANCE COMMITTEE

FINANCE COMMITTEE VOTE:

Motion carried unanimously on a roll call vote with Matis absent.

Resolution #13099

May 22, 2013

Moved by Spisz supported by Quarles the resolutions (with fiscal notes attached) on the amended Consent Agenda be adopted (with accompanying reports being accepted).

AYES: Dwyer, Gershenson, Gingell, Gosselin, Hoffman, Jackson, Long, Matis, McGillivray, Middleton, Quarles, Runestad, Scott, Spisz, Taub, Weipert, Woodward, Zack, Bosnic, Crawford. (20)

NAYS: None. (0)

A sufficient majority having voted in favor, the resolutions (with fiscal notes attached) on the amended Consent Agenda were adopted (with accompanying reports being accepted).



I HEREBY APPROVE THIS RESOLUTION

CHIEF DEPUTY COUNTY EXECUTIVE

ACTING PURSUANT TO MCL 45.559A (7)

STATE OF MICHIGAN)
COUNTY OF OAKLAND)

I, Lisa Brown, Clerk of the County of Oakland, do hereby certify that the foregoing resolution is a true and accurate copy of a resolution adopted by the Oakland County Board of Commissioners on May 22, 2013, with the original record thereof now remaining in my office.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of the County of Oakland at Pontiac, Michigan this 22nd day of May, 2013.



Lisa Brown, Oakland County

10



Todd Schmitz
Deputy Clerk

Carmella Sabaugh

Macomb County
Clerk/Register of Deeds

Betty A. Oleksik
Deputy Register of Deeds

I, Carmella Sabaugh, Clerk of the Macomb County Commission, do hereby certify that the following Resolution #R13-119 was approved by the Macomb County Commission at its Full Board with Special Agenda meeting held on the 22nd day of May, 2013:

Adopt a Resolution pledging limited tax full faith and credit for the Oakland-Macomb Interceptor Drain Drainage District Bonds (offered by Board Chair)

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the Seal of the Court at Mount Clemens, Michigan, this 24th day of May, 2013.



Carmella Sabaugh
CARMELLA SABAUGH, CLERK

Clerk's Office
40 N. Main St.
Mount Clemens, MI 48043
586-469-5120
Fax: 586-783-8184

<http://www.macombcountymi.gov/clerksoffice>
clerksoffice@macombcountymi.gov

Fax-on-Demand
Michigan: 1-888-99-CLERK
Out-of-State: 310-575-5035

Register of Deeds
10 N. Main St.
Mount Clemens, MI 48043
586-469-5175
Fax: 586-469-5130

<http://www.macombcountymi.gov/registerdeeds>
registerdeeds@macombcountymi.gov

Board of Commissioners

2013

RESOLUTION NO.	R13-119
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*Official Resolution of the Board of Commissioners
Macomb County, Michigan*

*A Resolution Pledging Limited Tax Full Faith and Credit
For the Oakland-Macomb Interceptor Drain Drainage
District Bonds (Limited Tax General Obligation), Series 2013a
And Any Additional Bonds Relating to the Project*

*Chairman David J. Flynn, on Behalf of the Board of Commissioners,
Offers the Following Resolution:*

Whereas, pursuant to the authorization provided in Chapter 21 of the Drain Code, the Drainage Board of the Oakland-Macomb Interceptor Drain Drainage District (the "Drainage District") expects to provide for the issuance of one or more series of bonds to finance costs relating to the project described on Schedule I (the "Project"), and the costs of issuance of such bonds; and

Whereas, all or a portion of such bonds will be sold to the Michigan Finance Authority ("Authority") under the State Revolving Fund Program; and

Whereas, such bonds will be payable in part from the collection of special assessments against public corporations in Oakland and Macomb Counties in the Drainage District, said special assessments to be duly confirmed as provided in the Drain Code; and

Whereas, pursuant to a Corrected Final Order of Apportionment dated July 20, 2010 adopted by the Drainage Board for the Drainage District, the cost of the Project has been apportioned against public corporations in Oakland County as follows: City of Auburn Hills (3.3059%), Independence Township (includes City of Clarkston) (3.1622%), City of Lake Angelus (0.0359%), City of Rochester (2.9035%), City of Rochester Hills (12.9326%), Oakland Township (2.0159%), Orion Township (4.6139%), Oxford Township (2.4184%), Village of Lake Orion (0.6612%), Village of Oxford (1.1499%), Waterford Township (13.4608%), and West Bloomfield Township (1.8398%); and

Whereas, pursuant to a Corrected Final Order of Apportionment dated July 20, 2010 adopted by the Drainage Board for the Drainage District, the cost of the Project has been apportioned against public corporations in Macomb County as follows: Chesterfield Township (3.9434%), City of Fraser (2.3239%), City of Sterling Heights (16.4901 %), City of Utica (0.9289%), Clinton Township (11.2458%), Harrison Township (3.0015%), Lenox Township (0.2519%), Macomb Township (6.7545%), Shelby Township (4.7641 %), Village of New Haven (0.5379%), and Washington Township (1.2580%); and,

Whereas, to defray part of the costs of the Project, the Drainage Board of the Oakland-Macomb Interceptor Drain has, by resolution adopted April 16, 2013, authorized and provided for the issuance by the Oakland-Macomb Interceptor Drain Drainage District of its bonds designated Oakland-Macomb Interceptor Drain Drainage District Bonds (Limited Tax General Obligation), Series 2013A, with such modifications and other designations as may be approved by resolution of the Drainage Board (the "Series 2013A Bonds"), with such bonds expected to be issued in approximately June 2013, bearing interest at the rates and maturing in such amounts and at such times as may be determined pursuant to the resolution of the Drainage Board; and

Whereas, subsequent to the issuance of the Series 2013A Bonds, the Drainage District may issue additional bonds to finance additional costs of the Project (the "Additional Bonds," and together with the Series 2013A Bonds, the "Drain Bonds"); and

Whereas, the aggregate principal amount of the Drain Bonds will not exceed \$90,200,000; and

Whereas, Section 526 of Act 40, Public Acts of Michigan, 1956, as amended (the "Drain Code"), authorizes a county to pledge its full faith and credit for the payment of obligations issued under Chapter 21 of the Drain Code, if the county board of commissioners has adopted a resolution by two-thirds (2/3) vote of its members-elect to that effect; and

Whereas, said Project is immediately necessary to protect and preserve the public health, and it is in the best interest of Macomb County that the Drain Bonds be sold and secured by a pledge of the full faith and credit of Macomb County, as authorized by Section 526 of the Drain Code; and

Whereas, the Board of Commissioners of Oakland County is expected to adopt a similar resolution pledging its full faith and credit for the payment of the Drain Bonds.

Now, Therefore, Be It Resolved By The Macomb County Board of Commissioners Speaking For and On Behalf of All County Citizens:

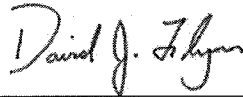
1. Pursuant to the authorization provided in Section 526 of the Drain Code, the Macomb County Board of Commissioners, by a majority vote of at least two-thirds (2/3) of its members-elect, does hereby irrevocably pledge the full faith and credit of Macomb County for the prompt payment of the principal of and interest on the Drain Bonds, in one or more series, not to exceed \$90,200,000 in aggregate principal amount, and does agree that in the event any public corporations in Macomb County shall fail or neglect to account to the Macomb County Treasurer for the amount of any special assessment installment and interest (in anticipation of which the Drain Bonds are issued) when due, then the amount thereof shall be advanced from the funds of Macomb County, and the Macomb County Treasurer is directed to make such advancement to the extent necessary.

2. In the event that, pursuant to said pledge of its full faith and credit Macomb County advances out of Macomb County funds all or any part of the principal and interest due on the Drain Bonds, it shall be the duty of the Macomb County Treasurer, for and on behalf of Macomb County, to take all actions and proceedings and pursue all remedies permitted or authorized by law for the reimbursement of such sums so paid.

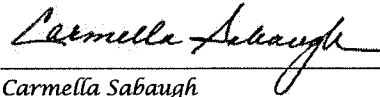
3. The Macomb County Finance Director and his designee are authorized and directed to take all necessary legal procedures and steps necessary or desirable, for and on behalf of

Macomb County, in connection with the authorization, sale and delivery of any of the aforesaid Drain Bonds, such legal procedures and steps to include, without limitation, (a) including financial and operating information concerning Macomb County in any preliminary or final official statement relating to such Drain Bonds and approving the circulation of a preliminary or final official statement relating to such Drain Bonds, and (b) executing and delivering a continuing disclosure certificate and any amendments thereto in accordance with the requirements of Rule 15c2-12 the Securities Exchange Act of 1934 and such other certificates, documents and instruments as may be required by the purchaser(s) of the Drain Bonds. To the extent a continuing disclosure certificate is executed and delivered, Macomb County hereby covenants and agrees that it will comply with and carry out all of the provisions of such continuing disclosure certificate. The remedies for any failure of Macomb County to comply with and carry out the provisions of the continuing disclosure certificate shall be as set forth therein.

4. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution be and the same hereby are rescinded.



David J. Flynn, Chairman
Macomb County Board of Commissioners



Carmella Sabaugh
Macomb County Clerk

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L. BROOKS PATTERSON, OAKLAND COUNTY EXECUTIVE

COUNTY MICHIGAN
DEPARTMENT OF CORPORATION COUNSEL

Keith J. Lermينياux, Director 248-858-0557
lerminiauxk@oakgov.com

June 25, 2013

BODMAN PLC
Suite 500
201 W. Big Beaver Road
Troy, Michigan 48084

Re: \$65,140,000 Oakland-Macomb Interceptor Drain Bond Series 2013A

To Whom It May Concern:

I, Keith J. Lermينياux, Oakland County Corporation Counsel, submit the following statement of opinion in connection with the above referenced bonds:

Oakland County (the "County") is a political subdivision of the State of Michigan (the "State"), and further its Board of Commissioners has adopted Miscellaneous Resolution #13099, dated May 22, 2013 which is in full force and effect as of the date hereof.

Sincerely,

OAKLAND COUNTY CORPORATION COUNSEL

A handwritten signature in black ink, appearing to read "Keith J. Lermينياux", written over the printed name.

Keith J. Lermينياux
Corporation Counsel

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Mark A. Hackel
County Executive

CORPORATION COUNSEL

1 South Main St., 8th Floor
Mount Clemens, Michigan 48043
Phone: (586) 469-6346 ♦ Fax: (586) 307-8286

June 25, 2013

Corporation Counsel
George E. Brumbaugh, Jr.

Assistant Corporation Counsel
Frank Krycia
James S. Meyerand
Jill K. Smith

Bodman PLC
201 West Big Beaver Road
Suite 500
Troy, Michigan 48084

Re: \$65,140,000 Oakland-Macomb Interceptor Drain Drainage District Drain Bonds,
Series 2013A (Limited Tax General Obligation) (the "Bonds")

Ladies and Gentlemen:

I, George E. Brumbaugh, Jr., Macomb County Corporation Counsel, am submitting the following statements of opinion in connection with the above Bonds.

1. Macomb County (the "County") is a political subdivision of the State of Michigan (the "State"), duly organized and existing under the laws of the State, with full power and authority, among other things, to pledge its full faith and credit for the prompt payment of the principal of and interest on the Bonds when due pursuant to Section 526 of the Drain Code of 1956 (the "Drain Code"), being MCL 280.526, as provided in the resolution of the County's Board of Commissioners dated May 22, 2013 (the "Resolution").

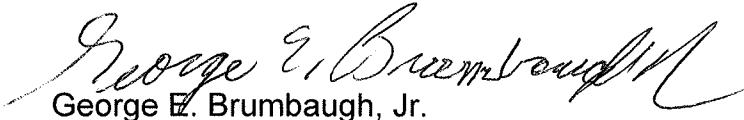
2. The full faith and credit of the County is pledged for the payment of the Bonds and the interest thereon pursuant to Section 526 of the Drain Code. In the event any public corporations in the County shall fail or neglect to account to the County Treasurer for the amount of any special assessment installment and interest (in anticipation of which the Bonds are issued) when due, the County Treasurer is directed to advance the amount thereof from the funds of the County to the extent necessary.

3. Compliance with the provisions of the Resolution and the performance of the activities contemplated therein, do not conflict with, or constitute a breach or default under any applicable law, regulation, court order or consent decree of the State of Michigan or any department, division, agency, or instrumentality thereof or of the United States, or any loan agreement, note, resolution, indenture, order, agreement, ordinance, or other instrument to which the County is a party or may otherwise be subject.

4. All approvals and orders of any governmental authority, board, agency, court or commission having jurisdiction, if any, which would constitute conditions precedent to the performance by the County of its obligations under the Resolution have been obtained.

5. There is no litigation or proceeding pending or, to my knowledge, after due inquiry, threatened, in any court (either state or federal), against the County, seeking to restrain or enjoin the issuance, sale, execution or delivery of the Bonds or in any way contesting or affecting the validity of the Bonds or any proceedings of the County taken with respect to the issuance or sale thereof, or the pledge or application of any moneys or security provided for the payment of the Bonds.

Very truly yours,


George E. Brumbaugh, Jr.
Corporation Counsel

GEB/mla

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NON-ARBITRAGE AND TAX COMPLIANCE CERTIFICATE

**\$65,140,000
of
UNITED STATES OF AMERICA
STATE OF MICHIGAN
OAKLAND-MACOMB INTERCEPTOR DRAIN DRAINAGE DISTRICT
DRAIN BONDS (SERIES 2013A)
(LIMITED TAX GENERAL OBLIGATION)**

A. **PROVISIONS RELATING TO ARBITRAGE AND REBATE**

Pursuant to Section 1.148-2(b)(2) of the Treasury Regulations pertaining to Income Tax (the "Regulations") promulgated under the Internal Revenue Code of 1986, as amended (the "Code"), the undersigned hereby certifies with respect to the \$65,140,000 Oakland-Macomb Interceptor Drain Drainage District Drain Bonds (Series 2013A) (Limited Tax General Obligation) (the "Bonds"), issued and delivered by the Oakland-Macomb Interceptor Drain Drainage District (the "Issuer") pursuant to Chapter 21 of Act No. 40, Public Acts of Michigan, 1956, as amended, and a resolution adopted April 16, 2013 (the "Resolution") that, on the date hereof, the following exist or are reasonably expected to occur:

1. The undersigned is the Secretary of the Issuer, and is charged with issuing and delivering the Bonds, and has made due inquiry with respect to and is fully informed as to matters set out in this Certificate. To the best of the knowledge and belief of the undersigned, the expectations of the Issuer as set forth herein are reasonable.

2. It is intended that Part A of this Certificate meet the requirements of Section 148 of the Code and Sections 1.148-0 through -11 of the Regulations and the terms used herein shall be construed consistently therewith.

3. The Issuer is issuing and delivering, simultaneously with the delivery of this Certificate, the Bonds in the principal amount of \$65,140,000. The Bonds are being issued for the purpose of paying a portion of the cost of constructing certain inter-county drain projects described in the Resolution (the "Project") and to pay costs incidental to the issuance of the Bonds.

4. The principal amount of the Bonds is \$65,140,000. The Issuer expects to receive proceeds of such principal amount in installments from the Michigan Finance Authority ("MFA") (the purchaser of the Bonds), pursuant to the terms of the Supplemental Agreement dated as of the date hereof between the Issuer, the MFA, and the State of Michigan acting through the Department of Environmental Quality.

5. The total amount received by the Issuer, plus earnings thereon, will be used for purposes set forth above as provided below and are not in an amount in excess of such purposes.

6. The proceeds to be derived by the Issuer from the sale of the Bonds, will be deposited, in installments, as follows:

a. \$32,000 has been allocated by the Issuer to pay costs of issuance of the Bonds, and will be deposited in the Project Fund, created by the Issuer under the Resolution (the "Project Fund") and used to pay costs of issuance for the Bonds within thirty (30) days from the date hereof.

b. The remaining proceeds of the Bonds will be deposited, from time to time, in the Project Fund and will be used, together with earnings on amounts deposited in the Project Fund, to pay the costs of the Project within three (3) years from the date hereof.

7. The Issuer has established under the Resolution the Oakland-Macomb Interceptor Drain Drainage District Bonds Series 2013A Debt Retirement Fund (the "Debt Retirement Fund"). Funds on deposit in the Debt Retirement Fund will be used to pay debt service on the Bonds as follows:

a. Pursuant to statutory authorization, the Bonds are issued in anticipation of and are payable primarily from the proceeds of collections from certain of the Assessed Parties (as defined in the Resolution) of the Oakland-Macomb Interceptor Drain Series 2013A Special Assessments (as defined in the Resolution) (the "Special Assessments") and any payments made by either Macomb County or Oakland County (collectively, the "County") pursuant to their full faith and credit pledge. The Bonds and the interest thereon are payable primarily from the Special Assessments to be received by the Issuer from certain of the Assessed Parties. The Special Assessments and the Debt Retirement Fund are all pledged solely and only for the payment of the full amount of the principal and interest on the Bonds. The Special Assessments received from certain of the Assessed Parties and amounts received from the County as described above, and interest thereon, are to be deposited in the Debt Retirement Fund.

b. The Special Assessments, any amounts received from the County as described above, the interest thereon, and amounts transferred from the Project Fund, if any, will be used to pay principal of and interest on the Bonds. No amounts from any fund other than the amounts deposited in the Debt Retirement Fund and interest earnings thereon (including amounts transferred from the Project Fund, if any, into the Debt Retirement Fund), will be used to pay principal of or interest on the Bonds.

c. The Debt Retirement Fund is established primarily to achieve a proper matching of revenues and debt service during each Bonds year and will be depleted at least once each year, except for reasonable carry-over amounts which shall not exceed the greater of (i) one (1) year's earnings on the Debt Retirement Fund or (ii) 1/12 of annual debt service on the Bonds.

d. Any amounts deposited in the Debt Retirement Fund will be spent within a thirteen (13) month period beginning on the date of receipt, and any amounts received from the investment of amounts held in the Debt Retirement Fund will be spent within a one (1) year period from the date of receipt of such investment amount.

8. The total costs of constructing and equipping the Project to the Issuer (including engineer's fees and contingencies) is not less than the net amount deposited in the Project Fund plus estimated investment earnings thereon.

9. The Issuer reasonably expects that (a) at least 85 percent (85%) of the net sale proceeds of the Bonds will be allocated to costs of the Project by the end of three (3) years from the date hereof, (b) the Issuer has incurred or will incur within six (6) months of the date hereof a substantial binding obligation to a third party to expend at least five (5) percent (5%) of the net sale proceeds of the Bonds on the capital cost of the Project, and (c) completion of the Project and the allocation of the net sale proceeds of the Bonds to Project expenditures will proceed with due diligence.

10. No funds other than moneys in the Debt Retirement Fund and interest earnings thereon (including amounts transferred from the Project Fund, if any, into the Debt Retirement Fund) shall be pledged for the payment of the Bonds and no other moneys have been designated or earmarked for payment of the Bonds such that there is a reasonable expectation that such moneys will be so used.

11. From the date hereof, at no time will the Issuer have on hand and allocated to the Bonds an amount in excess of five percent (5%) of the net proceeds of the Bonds (net proceeds being the face amount of the Bonds less issuance costs), or \$100,000, whichever is less, which amount is invested at a yield in excess of the yield on the Bonds and comprised of:

a. any amounts received by the Issuer from the original purchaser of the Bonds as payment for the Bonds not invested in the Project Fund or not used to pay the costs of issuing the Bonds; and

b. any amounts accumulated in the Debt Retirement Fund or any similar fund for the payment of the Bonds to the extent that the Issuer reasonably expects to use that fund to pay principal of and interest on the Bonds, held for longer than thirteen (13) months after the receipt thereof; and

c. any amounts held for longer than one (1) year after the receipt by the Issuer as interest, dividends or other earnings from the investment of any amount described in subparagraphs (a), (b) and (c) of this paragraph 11.

12. The proceeds of the Bonds will not replace any moneys of the Issuer invested at a yield in excess of the yield on the Bonds since no funds other than those described above are pledged for, or required to be used to pay, debt service on the Bonds, and no other funds are restricted to use solely for purposes of paying costs of the Project which will be so used and which have been taken into account in determining the size of the Bonds.

13. No funds, other than the Debt Retirement Fund, will be pledged or otherwise held available for the payment of the Bonds such that there is a reasonable assurance that amounts deposited therein or so held will be available to pay debt service on the Bonds in the event that the Oakland-Macomb Interceptor Drain Series 2013A Special Assessments or the full faith and credit payments of the County are insufficient to pay the Bonds. The proceeds of the Bonds will

not replace any funds of the Issuer invested at a yield higher than the yield of the Bonds, since no funds of the Issuer have been designated for the purposes for which the Bonds are issued.

14. Attached hereto as Exhibit A is a memorandum explaining the procedures relating to arbitrage rebate which must be followed by the Issuer to maintain the exclusion of the interest on the Bonds for purposes of Federal income taxation. Execution of this Non-Arbitrage and Tax Compliance Certificate shall constitute an agreement by the Issuer to comply with the procedures and requirements set forth in Exhibit A attached hereto.

15. The Issuer is not a governmental unit with general taxing powers.

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B. ADDITIONAL TAX COMPLIANCE PROVISIONS

The Issuer represents, covenants and agrees that it will not perform any act or enter into any agreement or omit to preform any act or fulfill any requirement that would have the effect of jeopardizing the exclusion of the interest on the Bonds from gross income for purposes of federal income taxation, and the Issuer will use due diligence so that the interest on the Bonds will be excluded from gross income for purposes of federal income taxation.

The Issuer further certifies as follows:

1. Not more that 10% of the proceeds of the Bonds is or will be (under the terms of the Bonds or any underlying arrangement), directly or indirectly (a) secured by any interest in (i) property used or to be used for a private business use or (ii) payment in respect of such property, or (b) to be derived from payments (whether or not to Issuer) in respect of property, or borrowed money, used for a private business use.

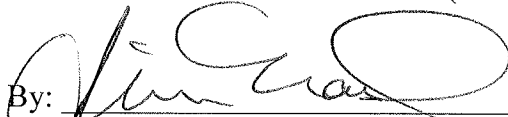
2. The Issuer will not sell any property acquired as the Project such that aggregate sale proceeds paid by a non-governmental person would cause the limitation imposed by paragraph 1, above, to be exceeded.

3. No proceeds of the Bonds will be lent to any person other than a unit of state or local government.

4. The payment of principal or interest with respect to the Bonds is not guaranteed in whole or in part by the United States or any agency or instrumentality thereof. The Bonds will not constitute an issue five percent (5%) or more of the proceeds of which is to be used in making loans the payment of principal or interest with respect to which is to be guaranteed in whole or in part by the United States or any agency or instrumentality thereof, or invested directly or indirectly in federally insured deposits or accounts, other than those proceeds invested during applicable temporary periods or as investments in bone fide debt service funds or investments in permissible reserves or in obligations issued by the United States Treasury. The payment of principal of or interest on the Bonds is not otherwise indirectly guaranteed in whole or in part by the United States or any instrumentality thereof within the meaning of Section 149(b) of the Code.

5. The IRS Form 8038-G with respect to the Bonds is or will be true, accurate and complete.

OAKLAND-MACOMB INTERCEPTOR
DRAIN DRAINAGE DISTRICT (the "Issuer")

By: 

Jim Nash, Secretary, Drainage Board for the
Oakland-Macomb Interceptor Drain Drainage
District

Effective Date: June 25, 2013

EXHIBIT A

MEMORANDUM

TO: Oakland-Macomb Interceptor Drain Drainage District (the “Issuer”)

FROM: Bodman PLC

RE: \$65,140,000 Oakland-Macomb Interceptor Drain Drainage District Drain Bonds (Series 2013A) (Limited Tax General Obligation)

DATE: June 25, 2013 (the “Issue Date”)

This Memorandum explains and specifies procedures designed to comply with the provisions of Section 148(f) of the Internal Revenue Code of 1986, as amended (the “Code”) which relate to the rebate of arbitrage earnings to the United States. Compliance with these rebate provisions is necessary to establish and maintain the exclusion of the interest on the Bonds issued by the Issuer from gross income for purposes of Federal income taxation. All terms and references from the Non-Arbitrage and Tax Compliance Certificate (the “Certificate”) delivered by the Issuer and dated as of the Issue Date relating to the Bonds is hereby incorporated by reference. References herein to the “Issuer” shall be construed as referring to the Issuer.

1. Rebate Requirements.

As of any required computation date, the rebate amount (the “Rebate Amount”) for the Bonds (which must be calculated and paid to the United States as described in Sections 3 and 4 herein) is the excess of the future value, as of that date, of all receipts (“Nonpurpose Receipts”) on nonpurpose investments over the future value, as of that date, of all payments (“Nonpurpose Payments”) on nonpurpose investments. For this purpose, nonpurpose investments include all nonpurpose investments allocated to the gross proceeds of the Bonds (as described in Section 3(b)(1) herein), until such time as such gross proceeds are allocated to expenditures (as described in Section 3(b)(2) herein). Future value is to be determined in accordance with Treas. Reg. § 1.148-3(c) using the yield on the Bonds as the discount rate determined as described in Section 3(a) herein. Nonpurpose Receipts and Nonpurpose Payments are described more fully in Section 3(c) hereof.

Except as provided in Section 2 hereof, “nonpurpose investments” in general include investments acquired with Bond proceeds held to pay issuance costs and/or held in the Project Fund prior to their expenditure, any amount held to pay rebate pursuant to this Exhibit A, and amounts held in the Debt Retirement Fund to repay the Bonds.

2. Exceptions to Rebate Requirements.

a. Bona Fide Debt Service Fund.

Except as otherwise provided in this Section 2, earnings from the investment of amounts in the Debt Retirement Fund are not subject to the rebate requirements of Section 1 of this Memorandum unless such Fund does not satisfy the requirements of Paragraph 7 of the Non-Arbitrage and Tax Compliance Certificate. However any amount deposited to or set aside in the Debt Retirement Fund for the purpose of paying principal of the Bonds other than at their scheduled maturity (excluding mandatory redemptions) are subject to the rebate requirements regardless of the foregoing exception.

b. Six-Month Expenditure Exception.

If all of the gross proceeds of the Bonds are allocated to expenditures for the governmental purposes for which the Bonds was issued on or before six months from the Issue Date, the rebate requirements of Section 1 will be considered to have been satisfied with respect to such gross proceeds (only). "Gross proceeds" includes all sales proceeds of the Bonds, plus the expected investment earnings thereon (estimated on the Issue Date) based upon the Issuer's reasonable expectations, but excludes amounts or earnings after the six month period on any fund to the extent that all amounts so held meet the requirements of Code § 148(d) and excludes amounts held in the Debt Retirement Fund, to the extent that such amounts satisfy the requirements set forth in Paragraph 7 of the Non-Arbitrage and Tax Compliance Certificate and excludes amounts which, as of the Issue Date, are not reasonably expected to become gross proceeds, but become gross proceeds after the end of the six-month spending period.

The Issuer will be considered to have met the six-month expenditure exception if an amount equal to at least 95% of the proceeds of the Bonds are expended within six months of the Issue Date and the remainder within one year from the Issue Date.

c. Eighteen Month Exception to Rebate Requirements.

If the following percentages of gross proceeds of the Bonds are spent for the governmental purposes for which the Bonds were issued within the following schedule, the rebate requirements of Section 1 will be considered to have been satisfied with respect to such gross proceeds of the Bonds (only). For this purpose, gross proceeds of the Bonds includes all sale proceeds of the Bonds, plus the expected earnings thereon (estimated on the Issue Date) based upon the Issuer's reasonable expectations for the first two periods and actual earnings for the final period, but excludes amounts in the Debt Retirement Fund to the extent satisfying Paragraph 7 of the Non-Arbitrage and Tax Compliance Certificate, amounts in a bond reserve account to the extent meeting the requirements of a reasonably required reserve fund in Treas. Reg. § 1.148-2(f), and any amounts that, as of the Issue Date, are not reasonably expected to be gross proceeds of the Bonds but that become gross proceeds subsequent to 18 months of the Issue Date. The schedule referred to above is measured from the Issue Date: (i) at least 15% within six months, (ii) at least 60% within 12 months, and (iii) 100% within 18 months. An issue does not fail to meet the third spending period requirement of 100% if such failure is due to

reasonable retainage, meaning an amount not to exceed 5% of the available construction proceeds of the Bonds as of the end of the 18 month period (such as retainage to insure or promote compliance with a construction contract). Any failure to satisfy the final spending requirement is disregarded if the Issuer exercises due diligence to complete the Project and the amount of the failure does not exceed the lesser of 3% of the issue price of the Bonds or \$250,000.

d. Two Year Exception to Rebate Requirements.

Notwithstanding the requirements of Section 1 hereof, if all available construction proceeds of the Bonds are allocated to expenditures in accordance with the following requirements, the rebate requirements of Section 1 shall not apply to such Bond proceeds. In order for the exception to the rebate requirements of this Section 2(d) to apply, the Issuer must spend at least 10% of the available construction proceeds of the Bonds within six (6) months after the date hereof, at least 45% of the available construction proceeds within twelve (12) months from the date hereof, at least 75% of the available construction proceeds within eighteen (18) months from the date hereof, at least 95% of the available construction proceeds within twenty-four (24) months from the date hereof, and 100% of the available construction proceeds within thirty-six (36) months from the date hereof; provided, however, that the final 5% (the difference between the 95% requirement at 24 months and the 100% requirement at 36 months) may be comprised of only reasonably required retainage (e.g., to comply with the terms of construction contracts). If the final 5% does not represent reasonably required retainage, then in order to meet the requirements of this paragraph, 100% of the available construction proceeds must be spent within 2 years from the date hereof. Any failure to satisfy the final spending requirement is disregarded if the Issuer exercises due diligence to complete the Project and the amount of the failure does not exceed the lesser of 3% of the Bonds or \$250,000.

For this purpose, “available construction proceeds of the Bonds” means the Bond proceeds (excluding accrued interest and earnings thereon) plus total earnings thereon (estimated on the Issue Date) based upon the Issuer's reasonable expectations for the first three periods and actual earnings for the final period (unless the Issuer elects, on the Issue Date, to use actual facts). Such term does not include proceeds (but does include earnings thereon) held to pay issue costs of the Bonds; provided, however, that if the expenditure requirements are met and the issuance costs are expended by the end of the fourth spending period, those proceeds are considered to have met the rebate requirements. The prepayment of items will generally be insufficient to satisfy the foregoing spending requirements. Proceeds spent for capitalized interest on the Bonds, if any, are included as available construction proceeds.

In addition, the exception to the rebate requirements described in this Section 2(d) (the “Two Year Rebate Exception”) shall apply only if the Issuer reasonably expects, as of the Issue Date (unless the Issuer elects on or before the date hereof to use actual facts) that at least 75% of the available construction proceeds of the Bonds will be allocated to construction expenditures with respect to property owned by a governmental unit or a 501(c)(3) organization; for this purpose, the term “construction expenditures” includes capital expenditures that are allocable to the cost of real property or constructed personal property (as provided in Treas. Reg. § 1.148-7),

and does not include expenditures for acquisition of interests in land or other existing real property.

If the Bonds fails to meet the expenditure requirements described in paragraph (d) of this Section 2 above, the rebate requirements of the first paragraph of Section 1 (the “Rebate Requirements”) shall apply to the Bonds as of the date hereof, unless the Issuer elects to pay a penalty as described in Code § 148(f)(4)(C)(vii), equal to 1½% of the available construction proceeds not spent as required under the expenditure requirements set forth above. Any penalties owed by the Issuer once the election to pay a penalty is made must be deposited with the Internal Revenue Service within ninety (90) days of the end of the relevant semiannual period. Any elections made under this Section 2(d) shall be made on the date hereof in the Certificate. The penalty election described above may be revoked only within ninety (90) days after the earliest of the end of the initial temporary period (three years from the date hereof) or the date on which the Project is substantially completed, by paying a termination penalty as described in Code § 148(f)(4)(C)(viii), or the Issuer may revoke the penalty election under certain other circumstances pursuant to Code § 148(f)(4)(C)(ix) if such revocation is prior to the end of construction of the Project. To the extent the penalty election in Code § 148(f)(4)(C)(vii) is made, the Rebate Procedures described in Section 4 hereof shall be modified by the procedures described in this Section 2(d). The Issuer has not elected the penalty election.

3. Computation of Rebate Amount.

a. Yield on the Bonds.

(1) Single Yield Period.

The yield on the Bonds is computed for a single period beginning immediately after the close of business on the Issue Date hereof and ending on the final maturity date of the Bonds and is not required to be recomputed unless (a) a hedge is entered into with respect to the Bonds pursuant to Treas. Reg. § 1.148-4(h)(5)(iii), or (b) a transfer, waiver, modification or similar transaction of any right that is part of the terms of the Bonds occurs separate and apart from the original sale of the Bonds, as described in Treas. Reg. § 1.148-4(b)(4). If these exceptions apply, the yield must be recomputed as provided in such regulations.

(2) Computation of Yield.

The yield on the Bonds is the discount rate that, when used in computing the present value as of the Issue Date of all unconditionally payable payments of principal, interest, and fees for qualified guarantees on the Bonds, if any, produces an amount equal to the present value, using the same discount rate, of the issue price of the Bonds as of the Issue Date. The computation of yield must take into account certain mandatory or contingent early redemptions, or optional early redemptions, as described in Treas. Reg. § 1.148-4(b)(2) and (3), and in the case of the Bonds is determined by assuming the Bonds will be retired at par on its respective final maturity dates or pursuant to mandatory redemption requirements and will not be called for optional redemption. Yield is computed under the economic accrual method using a consistently applied compounding interval of not more than one year, calculated to at least four

decimal places, and based upon standard financial conventions (such as the 30 days per month/360 day per year convention).

b. Allocation of Nonpurpose Investments and Bond Proceeds.

Nonpurpose investments must be allocated to the gross proceeds of the Bonds as described in Section 3(b)(1). Gross proceeds of the Bonds must be allocated to expenditures (i.e., treated as spent and no longer subject to the rules in this Memorandum) as described in Section 3(b)(2).

(1) Allocation of Nonpurpose Investments to Gross Proceeds of the Bonds.

Nonpurpose investments are allocated to gross proceeds of the Bonds pursuant to Treas. Reg. § 1.148-6 which allows an Issuer to use any reasonable, consistently applied accounting method (which does not fail to be reasonable and consistently applied solely because a different accounting method is used for a bona fide governmental purpose to consistently account for a particular item). Gross proceeds of the Bonds include the sale proceeds, investment proceeds, transferred proceeds, and replacement proceeds, as defined in Treas. Reg. § 1.148-1(b) and (c). In general, nonpurpose investments are allocable to the gross proceeds of the Bonds when purchased with the Bond proceeds. Nonpurpose investments cease to be allocable to the Bonds only when the Bond proceeds are allocated to an expenditure (as described in Section 3(b)(2) below), are allocated to transferred proceeds of another issue, or at retirement of the Bonds or pursuant to the universal cap described in Treas. Reg. § 1.148-6(b)(2). Upon the purchase or sale of a nonpurpose investment, gross proceeds of the Bonds are not allocated to a Nonpurpose Payment in an amount greater than, or to a Nonpurpose Receipt in an amount less than, the fair market value of the nonpurpose investment as of the purchase or sale date (for this purpose only, the fair market value of a nonpurpose investment is adjusted to take into account qualified administrative costs allocable to the investment). In general, the fair market value of a nonpurpose investment is the price at which a willing buyer would purchase the investment from a willing seller in a bona fide arm's length transaction. Fair market value generally is determined on the date on which a contract to purchase or sell the nonpurpose investment becomes binding (i.e., the trade date rather than the settlement date). Except as provided below, a nonpurpose investment that is not of a type traded on an established securities market (within the meaning of Code § 1273), is rebuttably presumed to be acquired or disposed of for a price that is not equal to its fair market value. The fair market value of a United States Treasury obligation that is purchased directly from the United States Treasury is its purchase price. The following are "safe harbor" provisions for compliance with the fair market value requirements herein with respect to particular types of nonpurpose investments:

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

(B) Guaranteed Investment Contracts. The purchase price of a guaranteed investment contract (which is any nonpurpose investment that has specifically negotiated withdrawal or investment provisions and a specifically negotiated interest rate, and includes any agreement to supply investments on two or more future dates such as a forward supply contract) is treated as its fair market value on the purchase date if:

(i) the Issuer makes a bona fide solicitation for a specified guaranteed investment contract and receives at least three bona fide bids from providers that have no material financial interest in the issue (e.g., as underwriters or brokers);

(ii) the Issuer purchases the highest-yielding guaranteed investment contract for which a qualifying bid is made (determined net of broker's fees);

(iii) the yield on the guaranteed investment contract (determined net of broker's fees) is not less than the yield then available from the provider on reasonably comparable guaranteed investment contracts, if any, offered to other persons from a source of funds other than gross proceeds of tax-exempt Bonds;

(iv) the determination of the terms of the guaranteed investment contract takes into account as a significant factor the Issuer's reasonably expected draw down schedule for the accounts to be invested, exclusive of amounts deposited in debt service funds and reasonably required reserve or replacement funds;

(v) the terms of the guaranteed investment contract including collateral security requirements, are reasonable; and

(vi) the obligor on the guaranteed investment contract certifies the administrative costs that it is paying (or expects to pay) to third parties in connection with the guaranteed investment contract.

(2) Allocation of Gross Proceeds of the Bonds to Expenditures.

Gross proceeds are allocated to expenditures (i.e., such proceeds cease to be subject to the rebate rules of this Memorandum) pursuant to any reasonable, consistently applied accounting method. Such methods include the following methods consistently applied: a specific tracing method, a gross-proceeds-spent-first method, a first-in, first-out method, or a ratable allocation method; provided the allocation must involve a reasonably current outlay of cash and must carry out a governmental purpose of the Bonds issue. For this purpose, a reasonably current outlay of cash means an outlay, by check mailed, or available funds advanced, that is reasonably expected to occur not later than five (5) banking days after the allocation to the expenditure.

c. Nonpurpose Payments and Receipts.

The Issuer should establish a bookkeeping system for recording all cash flows with respect to all nonpurpose investments allocated to gross proceeds of the Bonds (as

described above in Section 3(b)(1) until such gross proceeds are allocated to expenditures (as described above in Section 3(b)(2)):

(1) Nonpurpose Payments.

Nonpurpose Payments are (a) amounts actually or constructively paid to acquire a nonpurpose investment, (b) the value of a nonpurpose investment on a date the investment becomes allocable to the Bonds on the date is after the date the investment is actually acquired by the Issuer, (c) the value of a nonpurpose investment at the beginning of a computation period allocated to the Bonds at the end of a preceding computation date, (d) on the last day of a Bonds year during which there are amounts allocated to the Bonds that are subject to the rebate requirements, and on the final maturity date, a computation credit of \$1,000, and (e) any yield reduction payment pursuant to Treas. Reg. § 1.148-5(c) or payment of a Rebate Amount to the United States pursuant to this Memorandum. For this purpose, value shall be determined as described in Treas. Reg. § 1.148-5(d).

(2) Nonpurpose Receipts.

Nonpurpose Receipts are (a) amounts actually or constructively received from a nonpurpose investment, such as earnings and return of principal, (b) for a nonpurpose investment that ceases to be allocated to the Bonds before its disposition or redemption date (or that ceases to be subject to the rebate requirements on an earlier date), the value of the nonpurpose investment on that date, and (c) for a nonpurpose investment that is held at the end of a computation period, the value of that investment at the end of that period. For this purpose, value shall be determined as described in Treas. Reg. § 1.148-5(d).

(3) Administrative Costs.

Nonpurpose Payments and Nonpurpose Receipts do not include any costs or expenses paid, directly or indirectly, to purchase, carry, sell, or retire the investment (i.e., administrative costs) except if such costs are qualified administrative costs. Qualified administrative costs increase the payments for Nonpurpose Payments or decrease the receipts from Nonpurpose Receipts, and are reasonable, direct administrative costs, other than carrying costs, such as separately stated brokerage or selling commissions, but not legal and accounting fees, recordkeeping, custody, and similar costs. General overhead costs and similar indirect costs such as employee salaries and office expenses and costs associated with computing the rebate amount are not qualified administrative costs. In general, administrative costs are not reasonable unless they are comparable to administrative costs that would be charged for the same investment or a reasonably comparable investment if acquired with a source of funds other than gross proceeds of tax-exempt Bonds. Qualified administrative costs also include all reasonable administrative costs incurred by regulated investment companies and certain external commingled funds as described in Treas. Reg. § 1.148-5(e)(2)(ii).

(4) Commingled Funds.

Nonpurpose investments allocable to the Bonds invested in a commingled fund must meet the requirements of Treas. Reg. § 1.148-6(e).

(5) Fair Market Limit.

Nonpurpose Payments may not be in an amount greater than the fair market value of the nonpurpose investment, and Nonpurpose Receipts may not be in an amount less than the fair market value of the nonpurpose investment, as of the purchase or sale dates respectively, as described above in Section 3(b)(1).

4. Rebate Procedures.

a. Computation Dates.

The procedures for satisfying the statutory rebate requirements under Section 148(f) of the Code described in Section 1 above are set forth in Final Treas. Reg. §§ 1.148-0 through-11 published in the Federal Register on June 18, 1993 (the “Final Regulations”). In order (i) to satisfy the minimum procedural requirements of the Final Regulations¹ and (ii) to ensure that sufficient monies will be available when needed to make the required payments to the United States, you should make a provisional calculation of the amount required to be paid to the United States as of the close of business on the last day of each Bonds Year,² and deposit or retain under the Resolution the amount necessary to cause the amount on deposit therein to be equal to the amount required to be paid to the United States as of such date.

Under the Code and the Final Regulations, payments to the United States are required to be made in installments, the first of which is to be calculated as of any date within five years of the Issue Date (the “First Calculation Date”), and paid within sixty (60) days of such calculation. Each subsequent installment is to be calculated as of any date within five years of the First Calculation Date or the next preceding calculation date, and any rebate owed paid within 60 days of such subsequent calculation date.

The final payment to the United States is required to be made no later than 60 days after the date on which the last of the Bonds are discharged. The amount of the final payment is computed as of the date on which the last of the Bonds are discharged (the “Final Computation Date”).

b. Payments to the United States.

(1) Amount of Payments.

A rebate installment payment must be in an amount that, when added to the future value, as of any computation date, of previous rebate payments made for the

¹ The Final Regulations require computations no later than five years after the Issue Date, when an installment payment to the United States becomes due. However, annual computations are generally advisable and may be required by accounting standards relating to disclosure of contingent liabilities.

² A Bond Year is the 1-year period (or shorter period beginning on the Issue Date) ending at the close of business on the date of each year designated by you as the last day of each Bond Year (the first of which must end within one year of the Issue Date).

issue, equals at least 90% of the Rebate Amount as of that date. The Issuer must pay at 100% of the Rebate Amount within 60 days of the Final Computation Date to the United States.

(2) Where and How to Make Payments.

Each payment to the United States should be filed with the Internal Revenue Service Center, Ogden, Utah 84201, accompanied by Form 8038-T.

c. Recordkeeping.

The Issuer should retain records of the foregoing procedures and determinations until at least six (6) years after the retirement of the last obligation of the Bonds.

5. Modification of Requirements.

A requirement or a procedure of this Memorandum need not be observed if the Issuer receives an opinion of a nationally recognized bond counsel, in form and substance reasonably satisfactory to the Issuer, that the failure to observe the requirements or the procedures set forth in this Memorandum will not cause the Bonds to become an arbitrage Bonds under Code § 148 or otherwise adversely affect the exclusion of interest on the Bonds from the gross income of the owners thereof for purposes of Federal income taxation. Conversely, it may become necessary in the future to follow additional or modified procedures described in writing by a nationally recognized bond counsel or the Internal Revenue Service in order to ensure that the interest on the Bonds will not be included in gross income for purposes of Federal income taxation.

14

BARBARA A. BOWMAN
BBOWMAN@BODMANLAW.COM
313-393-7598

VIA UPS

July 15, 2013

BODMAN PLC
SUITE 500
201 W. BIG BEAVER ROAD
TROY, MICHIGAN 48064
248-743-6002 FAX
248-743-6000

Michigan Department of Treasury
Local Audit and Finance Division
Austin Building
430 W. Allegan Street
Lansing, MI 48922

bodman
ATTORNEYS & COUNSELORS

Re: \$65,140,000 Oakland-Macomb Interceptor Drain Drainage District Drain
Bonds, Series 2013A (Limited Tax General Obligation)

Dear Sir/Madam:

Enclosed herewith please find the Security Report which is being filed for the above-referenced bonds which were issued June 25, 2013, together with the following:

1. Specimen bond;
2. Copy of bond approving opinion; and
3. Copy of the bond authorizing resolution.

There is no notice of sale, award resolution or certificate of award, rating or official statement because the bonds were sold to the Michigan Finance Authority under the State Revolving Loan Fund program. A check in the amount of \$1,100 payable to the Michigan Department of Treasury for the filing fee and late fee with respect to the filing of the issuer's qualifying statement is also enclosed. Should you have any questions or comments regarding the enclosed documents, please contact the undersigned.

Very truly yours,



Barbara A. Bowman

BAB/mw
Enclosures

COUNTY OF OAKLAND

1200 N. TELEGRAPH

PONTIAC, MI 48341

Invoice No.	Amount	Description
Municipal 507081 Sec Reprt Fee	1,100.00	OMI Security Report Filing Fee - Municipality 507081

ANDREW E. MEISNER, TREASURER

VENDOR NAME STATE OF MICHIGAN

PAYMENT NO. 20004871

DATE 07/12/2013

TOTAL *****\$1,100.00

REFER QUESTIONS TO (248) 858-5211

PLEASE SUBMIT ALL INVOICES TO:

**** ACCOUNTS PAYABLE*****

2100 PONTIAC LAKE RD WATERFORD MI 48328-0403

TO AVOID PAYMENT DELAY, YOUR INVOICE MUST INCLUDE
THE REQUESTING DEPT, CONTACT PERSON & P.O. NUMBER.
IF YOU HAVEN'T SIGNED UP FOR DIRECT DEPOSIT WITH
E-MAIL NOTIFICATION, PLEASE CONSIDER IT.

PLEASE FOLD AND DETACH ALONG THIS PERFORATION



74-347/724

DISBURSEMENT ACCOUNT

COUNTY OF OAKLAND
Pontiac, Michigan 48341-0479
ANDREW E. MEISNER, TREASURER

One thousand one hundred and 00/100 Dollars

PAY TO THE
ORDER OF:

E20004871
STATE OF MICHIGAN
MICHIGAN DEPT OF TREASURY
RECEIPTS PROCESSING DEPT
LANSING MI 48922

NO. 20004871

DATE 07/12/2013

VOID AFTER 90 DAYS

AMOUNT
*****\$1,100.00

HUNTINGTON BANK
WWW.HUNTINGTON.COM

⑈020004871⑈ ⑆072403473⑆ 01382102696⑈

OFFICE USE ONLY	
Debt Type	Debt Kind

Security Report

Issued under Authority of Public Act 34 of 2001.

INSTRUCTIONS. File this report within 15 business days of completing issuance of any municipal securities. Mail this form to Local Audit and Finance Division, Michigan Department of Treasury, P.O. Box 30728, Lansing, MI 48909-8228. Direct questions to (517) 373-0660 or e-mail to TREAS_LAFD@michigan.gov.

ISSUE INFORMATION

Issuer Name Oakland-Macomb Interceptor Drain Drainage District		Name of Issue Drain Bonds (Series 2013A) (Limited Tax General Obligation)	
Amount of Issue \$65,140,000	Dated Date of Issue June 25, 2013	Legal Authority (Public Act) PA 40 of 1956	
Purpose To finance the acquisition and construction of certain inter-county drain projects, including payment of engineering, architectural, legal, accounting, financial and other project costs.			
Full Faith and Credit Pledge <input checked="" type="checkbox"/> Limited Tax <input type="checkbox"/> Unlimited Tax <input type="checkbox"/> None		First Call Date N/A	Date Sold June 14, 2013
Net Interest Rate 2.0%			
Check All That Apply <input type="checkbox"/> Voted <input type="checkbox"/> School Bond Fund Qualified <input type="checkbox"/> Special Education Funded <input type="checkbox"/> Vocational Education Funded			

PARTICIPANT INFORMATION

Include all Municipalities that are responsible for repayment of security. (See Attached Schedule)

Name	% Participation	% Revenue	% Taxes
	0.00%	0.00%	0.00%
	0.00%	0.00%	0.00%
	0.00%	0.00%	0.00%
	0.00%	0.00%	0.00%

MATURITY SCHEDULE (See Attached Schedule)

Date	Principal	Interest Rate

Date	Principal	Interest Rate

ATTACHMENT TO SECURITY REPORT

PARTICIPANT INFORMATION

The cost of the Project has been apportioned against public corporations as follows:

Macomb County: Chesterfield Township (3.9434%), City of Fraser (2.3239%), City of Sterling Heights (16.4901%), City of Utica (0.9289%), Clinton Township (11.2458%), Harrison Township (3.0015%), Lenox Township (0.2519%), Macomb Township (6.7545%), Shelby Township (4.7641%), Village of New Haven (0.5379%), and Washington Township (1.2580%).

Oakland County: City of Auburn Hills (3.3059%), Independence Township (includes City of Clarkston) (3.1622%), City of Lake Angelus (0.0359%), City of Rochester (2.9035%), City of Rochester Hills (12.9326%), Oakland Township (2.0159%), Orion Township (4.6139%), Oxford Township (2.4184%), Village of Lake Orion (0.6612%), Village of Oxford (1.1499%), Waterford Township (13.4608%), and West Bloomfield Township (1.8398%).

MATURITY SCHEDULE

The following payment schedule is subject to adjustment based upon the amount disbursed to the issuer under the State Revolving Fund Program.

Due Date October 1	Amount of Principal Installment Due
2015	\$2,680,000
2016	\$2,735,000
2017	\$2,790,000
2018	\$2,845,000
2019	\$2,900,000
2020	\$2,960,000
2021	\$3,020,000
2022	\$3,080,000
2023	\$3,140,000
2024	\$3,205,000
2025	\$3,265,000
2026	\$3,335,000
2027	\$3,400,000
2028	\$3,470,000
2029	\$3,535,000
2030	\$3,610,000
2031	\$3,680,000
2032	\$3,755,000
2033	\$3,830,000
2034	\$3,905,000

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7007 3020 0000 4789 9176

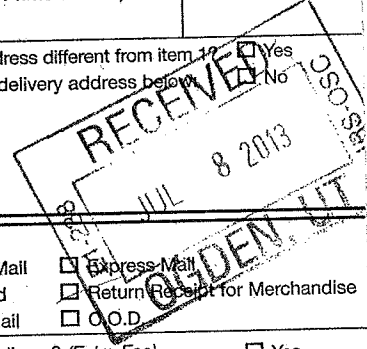
U.S. Postal Service TM	
CERTIFIED MAILTM RECEIPT <i>BAB</i>	
(Domestic Mail Only; No Insurance Coverage Provided)	
For delivery information visit our website at www.usps.com	
OFFICIAL USE	
Postage	\$ 1.16
Certified Fee	3.10
Return Receipt Fee (Endorsement Required)	2.55
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 6.11



Sent To <i>Dept of Treasury</i>	
Street, Apt. No., or PO Box No. <i>IRS</i>	
City, State, ZIP+4 [®] <i>Ogden Utah 84201</i>	

PS Form 3800, August 2006 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 		<p>A. Signature <input type="checkbox"/> Agent <input checked="" type="checkbox"/> Addressee</p> <p>X</p>	
<p>1. Article Addressed to:</p> <p><i>Dept. of Treasury</i> <i>IRS</i> <i>Ogden, Utah</i> <i>84201</i></p>		<p>B. Received by (Printed Name) C. Date of Delivery</p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below <input checked="" type="checkbox"/> No</p>	
<p>2. Article Number (Transfer from service label)</p> <p>7007 3020 0000 4789 9176</p>		<p>3. Service Type</p> <p><input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail</p> <p><input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise</p> <p><input type="checkbox"/> Insured Mail <input type="checkbox"/> O.D.</p>	
<p>PS Form 3811, February 2004</p>		<p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>	



102595-02-M-1540

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Track & Confirm

YOUR LABEL NUMBER	SERVICE	STATUS OF YOUR ITEM	DATE & TIME	LOCATION	FEATURES
70073020000047899176		Delivered	July 3, 2013, 5:42 pm	OGDEN, UT 84201	Certified Mail™
		Depart USPS Sort Facility	June 28, 2013	SALT LAKE CITY, UT 84199	
		Arrival at Unit	June 28, 2013, 5:31 pm	SALT LAKE CITY, UT 84199	
		Processed through USPS Sort Facility	June 28, 2013, 5:31 pm	SALT LAKE CITY, UT 84199	
		Depart USPS Sort Facility	June 28, 2013	DENVER, CO 80266	
		Processed through USPS Sort Facility	June 28, 2013, 2:40 am	DENVER, CO 80266	
		Processed through USPS Sort Facility	June 27, 2013, 12:10 am	PONTIAC, MI 48340	
		Depart USPS Sort Facility	June 26, 2013	PONTIAC, MI 48340	
		Processed through USPS Sort Facility	June 26, 2013, 9:29 pm	PONTIAC, MI 48340	

Check on Another Item

What's your label (or receipt) number?

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BARBARA A. BOWMAN
BBOWMAN@BODMANLAW.COM
313-393-7598

BODMAN PLC
SUITE 500
201 W. BIG BEAVER ROAD
TROY, MICHIGAN 48064
248-743-6002 FAX
248-743-6000

bodman
ATTORNEYS & COUNSELORS

June 26, 2013

**CERTIFIED MAIL
RETURN RECEIPT REQUESTED**


Department of Treasury
Internal Revenue Service Center
Ogden, Utah 84201

Re: \$65,140,000 Oakland-Macomb Interceptor Drain Drainage District Drain
Bonds (Series 2013A) (Limited Tax General Obligation) – Form 8038-G

Dear Sir/Madam:

Enclosed is the Form 8038-G for the above-referenced issue. Should you have any questions or comments regarding the enclosed IRS Form 8038-G, please do not hesitate to contact the undersigned.

Very truly yours,



Barbara A. Bowman

BAB/mw
Enclosures

Information Return for Tax-Exempt Governmental Obligations

▶ Under Internal Revenue Code section 149(e)

▶ See separate instructions.

OMB No. 1545-0720

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

Part I Reporting Authority		If Amended Return, check here <input type="checkbox"/>	
1 Issuer's name Oakland-Macomb Interceptor Drain Drainage District	2 Issuer's employer identification number (EIN) 27-1238512		
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions) Carl F. Stafford	3b Telephone number of other person shown on 3a 313-259-7777		
4 Number and street (or P.O. box if mail is not delivered to street address) Room/suite 1 Public Works Drive	5 Report number (For IRS Use Only) 3		
6 City, town, or post office, state, and ZIP code Waterford, MI 48328	7 Date of issue 6/25/2013		
8 Name of issue Drain Bonds (Series 2013A) (Limited Tax General Obligation)	9 CUSIP number None		
10a Name and title of officer of the issuer whom the IRS may call for more information (see instructions) Jim Nash	10b Telephone number of officer or other employee shown on 10a 248-858-0958		

Part II Type of Issue (enter the issue price) See instructions and attach schedule	
11 Education	11 N/A
12 Health and hospital	12 N/A
13 Transportation	13 N/A
14 Public safety	14 N/A
15 Environment (including sewage bonds)	15 65,140,000
16 Housing	16 N/A
17 Utilities	17 N/A
18 Other. Describe ▶	18 N/A
19 If obligations are TANs or RANs, check box <input type="checkbox"/>	
If obligations are BANS, check box <input type="checkbox"/>	
20 If obligations are in the form of a lease or installment sale, check box <input type="checkbox"/>	

Part III Description of Obligations. (Complete for the entire issue for which this form is being filed.)					
	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	10/01/2034	\$ 65,140,000	\$ 65,140,000	12.424 years	N/A %

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)	
22 Proceeds used for accrued interest	22 N/A
23 Issue price of entire issue (enter amount from line 21, column (b))	23 65,140,000
24 Proceeds used for bond issuance costs (including underwriters' discount)	24 32,000
25 Proceeds used for credit enhancement	25 N/A
26 Proceeds allocated to reasonably required reserve or replacement fund	26 N/A
27 Proceeds used to currently refund prior issues	27 N/A
28 Proceeds used to advance refund prior issues	28 N/A
29 Total (add lines 24 through 28)	29 32,000
30 Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30 65,108,000

Part V Description of Refunded Bonds (Complete part only for refunding bonds.)	
31 Enter the remaining weighted average maturity of the bonds to be currently refunded	_____ years
32 Enter the remaining weighted average maturity of the bonds to be advance refunded	_____ years
33 Enter the last date on which the refunded bonds will be called (MM/DD/YYYY)	_____
34 Enter the date(s) the refunded bonds were issued (MM/DD/YYYY)	_____

Part VI Miscellaneous

- 35** Enter the amount of the state volume cap allocated to the issue under section 141(b)(5) **35** N/A
- 36a** Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC) (see instructions) **36a** N/A
- b** Enter the final maturity date of the GIC ▶ _____
- c** Enter the name of the GIC provider ▶ _____
- 37** Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units **37** N/A
- 38a** If this issue is a loan made from the proceeds of another tax-exempt issue, check box ☒ and enter the following information:
- b** Enter the date of the master pool obligation ▶ April 26, 2012
- c** Enter the EIN of the issuer of the master pool obligation ▶ 80-0596186
- d** Enter the name of the issuer of the master pool obligation ▶ Michigan Finance Authority
- 39** If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box ▶ ☐
- 40** If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box ▶ ☐
- 41a** If the issuer has identified a hedge, check here ☐ and enter the following information:
- b** Name of hedge provider ▶ _____
- c** Type of hedge ▶ _____
- d** Term of hedge ▶ _____
- 42** If the issuer has superintegrated the hedge, check box ▶ ☐
- 43** If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box ▶ ☐
- 44** If the issuer has established written procedures to monitor the requirements of section 148, check box ▶ ☒
- 45a** If some portion of the proceeds was used to reimburse expenditures, check here ☐ and enter the amount of reimbursement ▶ N/A
- b** Enter the date the official intent was adopted ▶ _____

Signature
and
Consent

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.

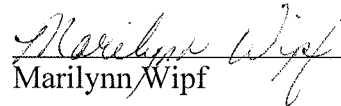
Signature of issuer's authorized representative		Date <u>6/25/2013</u>		Type or print name and title	
Print/Type preparer's name		Preparer's signature		Date	Check <input type="checkbox"/> if self-employed PTIN
Carl F. Stafford				6-25-13	
Firm's name ▶ Bodman PLC				Firm's EIN ▶ 38-1308687	
Firm's address ▶ 1901 St. Antoine Street, Detroit, MI				Phone no. 313-259-7777	

Paid
Preparer
Use Only

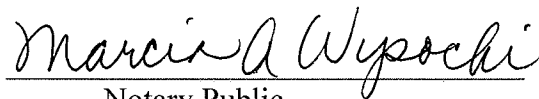
**FORM 8038-G
AFFIDAVIT OF MAILING**

STATE OF MICHIGAN)
) SS.
COUNTY OF WAYNE)

Marilynn Wipf, being duly sworn, states that she caused to be mailed the original fully executed and dated Form 8038-G, a copy of which is attached hereto, in connection with the issuance of the \$65,140,000 Oakland-Macomb Interceptor Drain Drainage District Drain Bonds (Series 2013A) (Limited Tax General Obligation) to the Department of Treasury, Internal Revenue Service, Ogden, UT 84201-0020, U.S. mail, certified mail, postage prepaid.


Marilynn Wipf

Subscribed and sworn to before me this
26th day of June, 2013


Notary Public

MARCIA A. WYSOCKI
Notary Public, Macomb County, Michigan
Acting in OAKLAND County
My Commission Expires: 04/14/2018

16

**RESOLUTION APPROVING SPECIAL ASSESSMENT ROLL NO. 1
RELATING TO SERIES 2013A BONDS**

At a regular meeting of the Drainage Board of the Oakland-Macomb Interceptor Drain Drainage District held in the Office of the Oakland County Water Resources Commissioner, One Public Works Drive, Building 95 West, Waterford, Michigan on the 18th day of June, 2013, present:

Michael R. Gregg, Chairperson
Jim Nash, Secretary
Anthony Marrocco, Member

The following resolution was moved by Drainage Board Member Nash and supported by Drainage Board Member Misterovich:

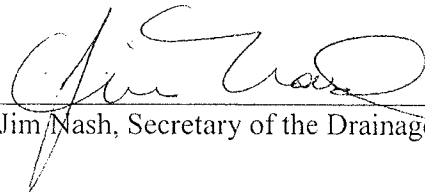
WHEREAS, the Secretary of the Board has caused to be presented to the Board at this meeting the Special Assessment Roll No. 1 Relating to Series 2013A Bonds with respect to estimated costs of the Project approved by the Order of Approval issued by the Department of Environmental Quality on June 3, 2013 relating to the Series 2013A Bonds, including those financed by the Drainage District's Series 2013A Bonds;

NOW THEREFORE, be it resolved that:

1. Special Assessment Roll No. 1 Relating to Series 2013A Bonds as presented on behalf of the Secretary to this Board, upon which Special Assessment Roll No. 1 Relating to Series 2013A Bonds are spread assessments against the assessed public corporations and which is attached hereto, is hereby approved and ordered filed with the Chairman.
2. The Chairman and Secretary of the Board are hereby authorized and directed to execute the statement affixed to said Roll setting forth the date of such approval.
3. The Chairman of the Board, within ten (10) days of the date hereof, shall certify to each public corporation assessed the amount of the total assessment against it, the amount of each installment, the due date of each installment, and the rate of interest upon the assessment from time to time unpaid. In addition, each year as required by law, the Chairman shall notify each public corporation assessed of the amount of the installment and interest next becoming due.
4. All resolutions or portions thereof previously adopted by this Board, to the extent they conflict with this resolution, are hereby rescinded.

I, the undersigned, do hereby certify that the foregoing is a true and complete copy of a resolution adopted at a meeting of the Drainage Board for the Oakland-Macomb Interceptor Drain Drainage District held in Waterford, Michigan on June 18, 2013; that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with

the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.



Jim Nash, Secretary of the Drainage Board

Dated: June 18, 2013

SPECIAL ASSESSMENT ROLL NO.1 RELATING TO SERIES 2013A BONDS
FOR OAKLAND-MACOMB INTERCEPTOR DRAIN
(An Inter-County Drain in Oakland County and Macomb County, Michigan)

TOTAL ESTIMATED COST: \$68,296,724

TOTAL BOND ISSUE*: \$65,140,000

TOTAL AMOUNT TO BE ASSESSED TO THE COUNTY OF MACOMB FOR THE PROJECT: \$35,172,813

TOTAL AMOUNT TO BE ASSESSED TO THE COUNTY OF MACOMB FOR THE BOND ISSUE: \$31,966,690

*Including Financing Costs

<u>PUBLIC CORPORATIONS</u>	<u>51.50% PERCENTAGE OF PROJECT</u>	<u>AMOUNT ASSESSED FOR PROJECT</u>	<u>49.073826% PERCENTAGE OF BOND ISSUE</u>	<u>AMOUNT ASSESSED FOR BOND ISSUE***</u>
Chesterfield Township	3.9434%	\$ 2,693,213	4.140665%	\$ 2,697,229
Clinton Township	11.2458%	\$ 7,680,513	11.808362%	\$ 7,691,967
City of Fraser	2.3239%	\$ 1,587,148	2.440151%	\$ 1,589,514
Harrison Township	3.0015%	\$ 2,049,926	3.151648%	\$ 2,052,984
Lenox Township	0.2519%	\$ 172,039	0.264501%	\$ 172,296
Macomb Township	6.7545%	\$ 4,613,102	7.092388%	\$ 4,619,982
Village of New Haven	0.5379%	\$ 367,368	0.564808%	\$ 367,916
Shelby Township**	4.7641%	\$ 3,253,724	0.000000%	\$ -
City of Sterling Heights	16.4901%	\$ 11,262,198	17.315004%	\$ 11,278,994
City of Utica	0.9289%	\$ 634,408	0.975367%	\$ 635,354
Washington Township	1.2580%	\$ 859,173	1.320930%	\$ 860,454
	51.5000%	\$ 35,172,813	49.073826%	\$ 31,966,690

** Public Corporation adopted a resolution to pay cash for its portion of the of the project. The full amount of the project assessment will be due on 6/25/13.

***Estimated amounts - please note that the final amounts billed will be based on the SRF draws.


In the event (1) that the Special Assessment Roll approved by the Oakland-Macomb Interceptor Drain Drainage District ("Issuer") provides for payment of a total principal amount greater than the amount of assistance approved by the Order of Approval issued by the Department of Environmental Quality relating to the Series 2013A Bonds ("Order"), or (2) that less than the principal amount of assistance approved by the Order is disbursed to the Issuer by the Michigan Finance Authority (the "Authority"), the Authority shall prepare a new payment schedule and the Issuer shall prepare a corrected Special Assessment Roll.

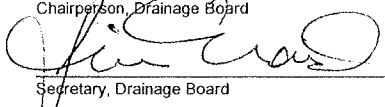
Interest:


Interest on the installments shall accrue on principal disbursed by the Authority to the Issuer from the date principal is disbursed, until paid, at the rate of 2.00% per annum, payable October 1, 2013, and semi-annually thereafter.

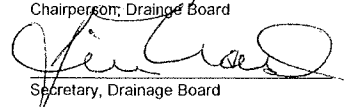
The foregoing roll was approved by the Drainage Board for the Oakland-Macomb Interceptor Drain on June 18, 2013.

We hereby certify that the foregoing special assessment roll was prepared in accordance with the directions of the Drainage Board for the Oakland-Macomb Interceptor Drain and the statutory provisions applicable thereto.


Chairperson, Drainage Board


Secretary, Drainage Board


Chairperson, Drainage Board


Secretary, Drainage Board

Member

SPECIAL ASSESSMENT ROLL NO.1 RELATING TO SERIES 2013A BONDS
FOR OAKLAND-MACOMB INTERCEPTOR DRAIN
(An Inter-County Drain in Oakland County and Macomb County, Michigan)

TOTAL ESTIMATED COST	\$68,296,724
TOTAL BOND ISSUE:	\$65,140,000
TOTAL AMOUNT TO BE ASSESSED TO THE COUNTY OF OAKLAND FOR THE PROJECT:	\$33,123,911
TOTAL AMOUNT TO BE ASSESSED TO THE COUNTY OF OAKLAND FOR THE BOND ISSUE:	\$33,173,310

*Including Financing Costs

<u>PUBLIC CORPORATIONS</u>	<u>48.50% PERCENTAGE OF PROJECT</u>	<u>AMOUNT ASSESSED FOR PROJECT</u>	<u>50.926174% PERCENTAGE OF BOND ISSUE</u>	<u>AMOUNT ASSESSED FOR BOND ISSUE**</u>
City of Auburn Hills	3.3059%	\$ 2,257,821	3.471275%	\$ 2,261,189
Independence Township	3.1622%	\$ 2,159,679	3.320387%	\$ 2,162,900
City of Lake Angelus	0.0359%	\$ 24,519	0.037696%	\$ 24,555
Village of Lake Orion	0.6612%	\$ 451,578	0.694276%	\$ 452,251
Oakland Township	2.0159%	\$ 1,376,794	2.116744%	\$ 1,378,847
Orion Township	4.6139%	\$ 3,151,143	4.844707%	\$ 3,155,842
Oxford Township	2.4184%	\$ 1,651,688	2.539379%	\$ 1,654,151
Village of Oxford	1.1499%	\$ 785,344	1.207423%	\$ 786,515
City of Rochester	2.9035%	\$ 1,982,995	3.048745%	\$ 1,985,952
City of Rochester Hills	12.9326%	\$ 8,832,542	13.579543%	\$ 8,845,714
Waterford Township	13.4608%	\$ 9,193,285	14.134166%	\$ 9,206,996
West Bloomfield Township	1.8398%	\$ 1,256,523	1.931835%	\$ 1,258,397
	48.50%	\$ 33,123,911	50.926174%	\$ 33,173,310

**Estimated amounts - please note that the final amounts billed will be based on the SRF draws.

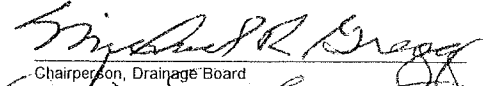
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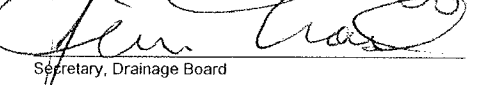
Interest:


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The foregoing roll was approved by the Drainage Board for the Oakland-Macomb Interceptor Drain on June 18, 2013.

We hereby certify that the foregoing special assessment roll was prepared in accordance with the directions of the Drainage Board for the Oakland-Macomb Interceptor Drain and the statutory provisions applicable thereto.


Chairperson, Drainage Board


Secretary, Drainage Board


Chairperson, Drainage Board


Secretary, Drainage Board

Member