

**THIRD AMENDMENT TO BENTON HARBOR –  
ST. JOSEPH JOINT SEWAGE DISPOSAL CONTRACT**

**I. Introduction**

On January 30, 1951, the Cities of Benton Harbor and St. Joseph entered into an agreement entitled, "Benton Harbor - St. Joseph Joint Sewage Disposal Contract". In 1983, those Cities amended that Contract to comply with the Consent Order issued by the Berrien County Circuit Court on March 26, 1981 in the case of *Lake Michigan Shoreline Water & Sewage Treatment Authority, et al, v. City of St. Joseph, et al*, Case No. 81-555-CZ-Z. In 1999, the contract was amended to allow for alternate representatives for the City Managers and to increase compensation for meeting attendance to board members.

Both Cities now wish to further amend that Contract, as set forth below.

**II. The Amendment**

Paragraph 4 of that Contract shall now read as follows:

4. The joint board shall consist of six (6) appointed members and the City Managers (or the City Managers' alternates, as appointed by their respective Mayors, with the approval and consent of their respective City Commissions) of Benton Harbor and St. Joseph. Two (2) members shall be appointed by the Mayor of Benton Harbor, with the approval and consent of the City Commission; two (2) members shall be appointed by the Mayor of St. Joseph, with the approval and consent of the City Commission; one (1) member shall be appointed by the Supervisor of Benton Township, with the approval and consent of the Township Board; and one (1) member shall be appointed by the Lake Michigan Shoreline Water & Sewage Treatment Authority. One alternate for each appointed member may be permitted. The Benton Harbor and St. Joseph alternates shall be appointed by their respective Mayors, with the approval and consent of their respective City Commissions. The Benton Township alternate shall be appointed by the Supervisor of Benton Township, with the approval and consent of the Township Board. The Lake Michigan Shoreline Water & Sewage Treatment Authority alternate shall be appointed by the Lake Michigan Shoreline Water & Sewage Treatment Authority. The terms of the appointed members shall be staggered so that not more than two terms shall expire in any one year. Except for an initial term of office, no term of an appointed Commissioner shall be less than four years. The members of the joint board shall subscribe to the oath required for public officers by the Constitution of Michigan, and shall designate one of their members as chairman, one as secretary, and one as treasurer, and may make such regulations and by-laws for the handling of its affairs as it may in its discretion see fit. The joint board shall cause to be kept a written or printed record of every session of the board, which record shall be public. They shall also provide for a system of accounts to conform to any uniform system required by law, and for the auditing at least once yearly of the accounts of the joint board by a competent certified public accountant. The joint board shall require of the treasurer, a suitable bond by a responsible bonding company, the expense therefore

to be considered as an operation expense of the joint plant. The joint board shall employ such personnel and employees as it deems necessary to carry out its function and the operation and maintenance of the joint plant. The members of the joint board shall receive no compensation for their services, except that each member shall be paid the sum of Fifty (\$50.00) Dollars for attending meetings of the joint board, not exceeding twelve (12) in any one year. Such compensation, salaries of employees, et cetera, shall be considered as an operation and maintenance expense of the joint plant.

III. Approval and Adoption

The City of Benton Harbor, by resolution adopted by its City Commission on

February 17, 2009 and the City of St. Joseph; by resolution adopted by its City

Commission on October 20, 2008, have both caused this Second Amendment to be

executed by their respective Mayors and City Clerks.

CITY OF BENTON HARBOR

By Mike Love  
Its Mayor

Attest: Joyce Taylor  
Its City Clerk

CITY OF ST. JOSEPH

By Robert J. Judd  
Its Mayor

Attest: Deborah S. Knoch  
Its City Clerk