Emergency Financial Manager of the City of Ecorse
(Directive No. 025)

ORDER OF THE EMERGENCY FINANCIAL MANAGER OF THE CITY OF ECORSE, COUNTY OF WAYNE, STATE OF MICHIGAN, APPROVING MUNICIPAL SETTLEMENT AGREEMENT, ANNUAL MAINTENANCE AGREEMENT AND CONSTRUCTION PERMIT AND PERMIT PROCEDURES AGREEMENT BETWEEN CITY OF ECORSE AND UNITED STATES STEEL CORPORATION.

WHEREAS, under the Local Government Fiscal Responsibility Act, Act 72, Public Acts of Michigan, 1990, as amended ("Act 72") and a Contract (the "Contract") between the State of Michigan and Joyce A. Parker, dated October 30, 2009, Joyce A. Parker has been appointed as the Emergency Financial Manager (the "EFM") of the City of Ecorse, County of Wayne, Michigan (the "City") and charged with the power to take actions with respect to the City, including the power to exercise the authority and responsibilities of the Mayor, as the Chief Administrative Officer of the City, and of the City Council, as the governing body of the City, concerning the adoption, amendment and enforcement of ordinances or resolutions affecting the financial condition of the City as provided in the Home Rule City Act, Act 279, Public Acts of Michigan, 1909, as amended ("Act 279"); and

WHEREAS, pursuant to Act 72 and the Contract, the EFM, as the Chief Administrative Officer of the City, is authorized to, among other things, make, approve or disapprove any appropriation, contract, expenditure, or loan for the City as she may deem necessary within her sole discretion to accomplish the purposes of Act 72; and.

WHEREAS, the EFM has determined it is the best financial interest of the City and necessary to accomplish the purposes of Act 72 and the financial plan of the EFM, to enter into a Settlement Agreement, Construction Permit & Procedures Agreement and an Annual Permit Fee Maintenance Work Agreement with United States Steel Corporation.

NOW THEREFORE, BE IT ORDERED BY THE EMERGENCY FINANCIAL MANAGER OF THE CITY OF ECORSE, PURSUANT TO ACT 72 AND THE CONTRACT, THAT:

1. Settlement Agreement. The EFM hereby determines that it is necessary and in the best financial interests of the City to approve and execute a Settlement Agreement, Construction Permit and Procedures Agreement and an Annual Permit Fees and Maintenance Work Agreement between the City of Ecorse and United States Steel Corporation. Pursuant to the authority granted her under Public Act 72 and the Contract, The Emergency Financial Manager hereby approves and executes the Agreements stated above effective June 1, 2010.

2. Repeal. All orders of the EFM, resolutions of the City Council of the City and parts of resolutions or orders in conflict with this Order are hereby repealed to the extent of such conflict.

SO ORDERED this 3rd day of June.

Joyce A. Parker
Emergency Financial Manager
City of Ecorse

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

CITY OF ECORSE,

Plaintiff,

v.

UNITED STATES STEEL,

Defendant.
_____/

Case No. 07-12131

Honorable John Corbett O'Meara

ORDER GRANTING JOINT MOTION FOR DISMISSAL

Pursuant to the parties' joint motion and Settlement Agreement, and the Court being fully advised,

IT IS HEREBY ORDERED that Plaintiff's claims in this matter are dismissed with prejudice and without costs or attorney fees to the parties.

s/John Corbett O'Meara
United States District Judge

Date: June 2, 2010

I hereby certify that a copy of the foregoing document was served upon the parties of record on this date, June 2, 2010, using the ECF system and/or ordinary mail.

s/William Barkholz
Case Manager

SETTLEMENT AGREEMENT AND RELEASE

This SETTLEMENT AGREEMENT AND RELEASE (hereafter, "Settlement Agreement") is entered into as of this 1st day of June, 2010 (the "Effective Date") by and between the City of Ecorse ("Ecorse"), a Michigan Municipal Corporation, and United States Steel Corporation ("U. S. Steel"), a Delaware Corporation (collectively, the "Parties").

WHEREAS, in 2007, Ecorse brought suit against U. S. Steel claiming that U. S. Steel had failed to obtain building permits and pay building permit fees, had failed to pay annual maintenance fees, and had otherwise failed to comply with Ecorse's ordinances in connection with construction and maintenance activities at U. S. Steel's Great Lakes Works ("GLW") facility in Ecorse from May 20, 2003, to date. U. S. Steel has denied any liability to Ecorse in connection with such claims, and Ecorse's suit, *City of Ecorse v U. S. Steel* ("the Building Permit Litigation"), is pending in the United States District Court for the Eastern District of Michigan (Civil Action No. 5:07-cv-12131).

WHEREAS, the Parties now wish to resolve and conclude the Building Permit Litigation described above, and to establish a format and guidelines to govern future permit issues at the GLW facility.

NOW, THEREFORE, in consideration of the mutual covenants and conditions identified in this Settlement Agreement, and intending to be legally bound by this Settlement Agreement, the Parties agree as follows:

1. **Settlement Payment** U. S. Steel shall pay to Ecorse the sum of three hundred fifty thousand dollars ($350,000.00) (the "Settlement Payment") in immediately available funds within 5 business days of the entry of the dismissal order described in Paragraph 3, below.

2. **Release and Waiver of Claims.** The Settlement Payment described above is made by U. S. Steel in full settlement of all claims asserted by Ecorse, or that could have been asserted by Ecorse, in the Building Permit Litigation, including (i) all claims by Ecorse for any and all building permits and building permit fees as required by Sec. 2.233 of the Ecorse City Code, including plan inspection fees, and any other fees related to the use, occupancy, construction, expansion, additions, major alterations, dismantling or demolition of buildings at the GLW facilities that has been commenced or that has occurred at any time prior to the Effective Date (whether performed by U. S. Steel forces or by contractors or subcontractors) and (ii) all claims for annual maintenance permits or annual maintenance permit fees, as required by Sec. 2-233(11) of the Ecorse City Code, or any fees in connection with maintenance performed by U. S. Steel (using its own forces or those of contractors or subcontractors) at the GLW facilities prior to the Effective Date or that may be performed between the Effective Date and December 31, 2010.

In further consideration of the Settlement Payment, Ecorse, including its current and former agents, appointees, employees, attorneys, insurers, successors and assigns, hereby forever release, remise, and discharge U. S. Steel, and its successors, subsidiaries, officers, directors, shareholders, employees, attorney, insurers, contractors, subcontractors, assigns and agents, of and from all claims, including all liabilities, actions, causes of action, demands, expenses, damages, losses, debts, fees, including attorney or expert fees, contingent or actual, liquidated or unliquidated, sounding in either equity or at law, asserted or unasserted, whether known or

unknown, arising from or related in any way to the subject matter of the Building Permit Litigation or the actions or inactions of the Releasees in regard to permitting requirements or other construction activities in the City of Ecorse at any time prior to June 1, 2010.

3. **Dismissal.** As an integral part of this settlement, the Parties instruct their counsel to promptly execute appropriate stipulations and proposed orders or other appropriate documents dismissing the Building Permit Litigation, with prejudice and without costs. The counterclaim asserted by U. S. Steel in Civil Action No. 5:07-cv-12131 is unaffected by this Agreement and remains pending.

4. **Maintenance Agreement.** Contemporaneously with the execution of this Settlement Agreement, the Parties shall execute an Agreement for an Annual Permit Fee for Maintenance Work ("Maintenance Agreement"), in the form attached as Exhibit A. In addition to the annual payments required by Exhibit A, U. S. Steel shall pay to Ecorse the sum of $17,500.00, representing the *pro rata* portion of the annual permit fee for the period June 1, 2010 through December 31, 2010, within 5 business days of the entry of the dismissal order described in Paragraph 3, above.

5. **Permit Agreement**. Contemporaneously with the execution of this Settlement Agreement, the Parties shall execute an Agreement regarding Permit and Permit Fee Procedures ("Permit Agreement"), in the form attached as Exhibit B.

6. **Future Maintenance and Permit Agreements**. Upon the expiration of the Agreements described in paragraphs 4 and 5 above, the Parties agree to negotiate in good faith to reach new agreements (or to extend the existing agreements) with respect to annual maintenance fees and permits and permit fees.

7. **No Admission of Liability.** It is expressly agreed that the execution of this Settlement Agreement does not constitute an admission of liability by either of the Parties or of the correctness of the other's positions with respect to the disputes between them.

UNITED STATES STEEL CORPORATION

By: _____
David J. Rintoul
General Manager, Great Lakes Works

Dated: 5/28/10

CITY OF ECORSE

By: _____
Joyce Parker
Emergency Financial Manager

Dated: 6/1/10

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Exhibit A

Agreement between United States Steel Corporation
And the City of Ecorse

Annual Permit Fee for Maintenance Work

This is an agreement, effective as of June 1, 2010, between the City of Ecorse ("Ecorse") and United States Steel Corporation ("U. S. Steel") to allow an Annual Permit Fee to be paid to the City of Ecorse in lieu of individual permit fees for maintenance work, as defined below, performed at U. S. Steel's Great Lakes Work's facility located in Ecorse, pursuant to Ecorse Ordinance Code Section 2-233(11).

1. The Annual Permit Fee shall be the sum of Thirty Thousand ($30,000.00) Dollars, subject to the provisions of paragraph 8, below .

2. The Annual Permit Fee is intended to cover all maintenance activities performed at the Great Lakes Works facility within the city limits of Ecorse. For the purposes of this agreement, and pursuant to Ecorse Ordinance Code Section 2-233(11), the term "maintenance" shall include "the maintenance, repair or alteration to existing buildings and systems."

3. The Annual Permit Fee will cover all maintenance activities, as defined above, whether performed by U. S. Steel employees or Contractors.

4. Contractors performing maintenance work that would require a permit under applicable state law or the Ecorse Ordinance Code shall apply for a permit(s) and shall, after a timely review, be issued a permit. The fee for such a permit for maintenance work shall be covered under the Annual Permit Fee set forth in this agreement.

5. In the case of a dispute over whether particular work is maintenance work, and thus covered by this agreement, or capital work, for which a building permit is required under the parties' Building Permit and Building Permit Fee Procedures agreement, prior to pursuing legal remedies the matter shall be referred to the Emergency Financial Manager of the City of Ecorse, if any, or to the Mayor of Ecorse, and the General Manager for U. S. Steel's Great Lakes Works facility for resolution.

6. Maintenance work performed by U. S. Steel employees will not require a permit. However, U. S. Steel shall provide a semi-annual report of work performed under this agreement for which a permit has not been obtained, identifying the work done and the date of its performance, to the Building Department for the City of Ecorse. The first such report shall cover the period from the Effective Date through December 31, 2010, and succeeding reports shall then be filed each six months thereafter. Reports shall be due 15 days after the end of the reporting period.

7. The Annual Permit Fee will be due and payable by U. S. Steel to the City of Ecorse by January 3rd of the Calendar year that it is to be in effect.

8. This agreement shall remain in effect until, and shall expire on, December 31, 2013, PROVIDED, HOWEVER. that if within the duration of this agreement the annual maintenance fee paid by U. S. Steel to the City of River Rouge is increased so as to exceed $30,000, the annual fee paid to Ecorse under this agreement shall be increased to the same level paid to River Rouge.

9. This Annual Fee shall cover only maintenance activities, as defined above, and will not cover construction activities that are performed as part of a capital project or demolition activities performed within the city limits of Ecorse.

10. U. S. Steel will inform the City of Ecorse of all capital projects and demolition projects being performed within the city limits of Ecorse and will obtain permits and/or mandate that the Contractors performing these projects obtain permits as required from the Building Department of the City of Ecorse and/or in compliance with all applicable laws.

City of Ecorse:

By: _____ _____

Its _____ Dated: _____

United States Steel Corporation:

By: _____ _____

Its _____ Dated: _____

Exhibit B

AGREEMENT BETWEEN UNITED STATES STEEL AND THE CITY OF ECORSE

CONSTRUCTION PERMIT AND PERMIT PROCEDURES

This is an agreement, effective as of June 1, 2010, between the City of Ecorse ("Ecorse") and United States Steel Corporation ("U. S. Steel") regarding permits (including occupancy permits) and permit fees that may be required for building/construction activities pursuant to the Code of Ordinances for the City of Ecorse, including § 2-233(4), the Stille-DeRossett-Hale Single State Construction Code Act, MCL § 125.1501 et. seq. ("State Construction Act"), and/or all applicable Building/Construction Codes, with respect to the construction, erection, reconstruction, expansion, addition, alteration, conversion, dismantling, demolition, or moving, of buildings or structures at U. S. Steel's Great Lakes Works facility located in the City of Ecorse. It shall not apply to any activities that are subject to or governed by the parties' agreement of this date with respect to the Annual Permit Fee for Maintenance Work. Work governed by this agreement shall hereafter collectively be referred to as "Construction".

1. This Agreement shall apply to any Construction that is commenced during the term of this Agreement ("commenced" being defined as the date such Construction is formally authorized by U. S. Steel to commence). For the purposes of this agreement, the term "Construction" shall not include "the maintenance, repair or alteration to existing buildings and systems.."

2. Prior to engaging in any Construction at Great Lakes Works, U. S. Steel and/or its contractor(s) shall submit an application(s) for a permit(s) for such proposed Construction.

3. Ecorse shall promptly process and consider an application for a permit submitted by U. S. Steel and/or its contractor(s). If the application conforms to the requirements of the Code of Ordinances for the City of Ecorse, the State Construction Act and/or all applicable building/construction codes, Ecorse shall approve the application and issue a permit. The application shall be granted, in whole or in part, or denied within ten (10) business days, except that in case of an unusually complicated building or structure, action shall be taken within fifteen (15) business days. In the event of a denial, the parties shall undertake to resolve the issues resulting in the denial within ten (10) calendar days. Ecorse may, at its discretion and if appropriate, issue a Conditional Temporary Permit so specific aspects of a particular project may be commenced. If the Parties are unable to resolve the issues resulting in the denial, either party may commence an action in a court of competent

jurisdiction seeking injunctive and/ declaratory relief and the successful party shall be entitled to actual attorney fees and costs incurred for having to prosecute and/or defend such an action.

4. The fees for permits for Construction at U.S. Steel's Great Lakes Works facility located in Ecorse shall be calculated pursuant to the following sliding scale:

- Construction costs up to $250,000: One percent (1%) of the cost of construction.
- Construction costs $250,001 to $2,500,000: $2,500 plus one-half of one percent (0.5%) of the cost of construction above $250,000.
- Construction cost over $2,500,000: $13,750 plus three-tenths of one percent (0.3%) of the cost of construction above $2,500,000.
- Any permit fees determined to be in excess of $100,000 shall be subject to negotiation and determination between the City of Ecorse and U. S. Steel. Any disputes regarding such fees that cannot be resolved by mutual agreement shall be submitted to binding arbitration as set forth in paragraph 5, below.
- Where the Construction costs used to determine the applicable fee for a project include activities and items otherwise subject to and/or governed by Sections 2-232, 2-233, 2-234, 2-235, 2-236 or 2-237 of the Code of Ordinances for the City of Ecorse, as currently existing or as amended, an additional fee in the amount of 10% of the fee as determined by the above formula, shall be added to the total fee owed and no further fees that would otherwise be required by Sections 2-232, 2-233, 2-234, 2-235, 2-236 or 2-237 of the Code of Ordinances for the City of Ecorse will be owed.

5. In the event of a dispute between the parties that only involves the building permit fee applicable to any given project, the Parties shall first negotiate in good faith in an effort to agree to the applicable fee. If within 30 days of U. S. Steel's application for a building permit the parties have not reached an agreement on a building permit fee for a particular project, the parties shall submit to binding arbitration by an arbitrator chosen by the parties or, if the parties cannot agree to an arbitrator within 20 days after the matter is submitted to arbitration, by the American Arbitration Association under its Construction Industry Arbitration Rules, and a judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Pending resolution of the dispute as to the building permit fee, Ecorse shall issue a Conditional Temporary Permit so that work on the project may be commenced. In any dispute between the parties that

involves more than only a disagreement of the applicable building permit fee, either party may commence an action in a court of competent jurisdiction seeking, monetary, injunctive and/or declaratory relief and the successful party shall be entitled to actual attorney fees and costs incurred for having to prosecute and/or defend such an action.

6. Any inspections allowed or contemplated by any applicable statute, code, regulation or ordinance with respect to use, occupancy or Construction at the Great Lakes Works facility in the City of Ecorse, shall not be unreasonably denied, withheld or delayed and shall be scheduled at a time mutually convenient for the parties.

7. This Agreement shall remain in effect until December 31, 2013.

CITY OF ECORSE

By_____ Date signed _____

_____,

Its, _____

UNITED STATES. STEEL CORPORATION

By_____ Date signed _____

_____,

Its, _____

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Agreement between United States Steel Corporation
And the City of Ecorse

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5. In the case of a dispute over whether particular work is maintenance work, and thus covered by this agreement, or capital work, for which a building permit is required under the parties' Building Permit and Building Permit Fee Procedures agreement, prior to pursuing legal remedies the matter shall be referred to the Emergency Financial Manager of the City of Ecorse, if any, or to the Mayor of Ecorse, and the General Manager for U. S. Steel's Great Lakes Works facility for resolution.

6. Maintenance work performed by U. S. Steel employees will not require a permit. However, U. S. Steel shall provide a semi-annual report of work performed under this agreement for which a permit has not been obtained, identifying the work done and the date of its performance, to the Building Department for the City of Ecorse. The first such report shall cover the period from the Effective Date through December 31, 2010, and succeeding reports shall then be filed each six months thereafter. Reports shall be due 15 days after the end of the reporting period.

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8. This agreement shall remain in effect until, and shall expire on, December 31, 2013, PROVIDED, HOWEVER. that if within the duration of this agreement the annual maintenance fee paid by U. S. Steel to the City of River Rouge is increased so as to exceed $30,000, the annual fee paid to Ecorse under this agreement shall be increased to the same level paid to River Rouge.

9. This Annual Fee shall cover only maintenance activities, as defined above, and will not cover construction activities that are performed as part of a capital project or demolition activities performed within the city limits of Ecorse.

10. U. S. Steel will inform the City of Ecorse of all capital projects and demolition projects being performed within the city limits of Ecorse and will obtain permits and/or mandate that the Contractors performing these projects obtain permits as required from the Building Department of the City of Ecorse and/or in compliance with all applicable laws.

City of Ecorse:

By: Jayne A. Parker

Its Emergency Financial Mgr.

Dated: 6/1/10

United States Steel Corporation:

By: [illegible]

Its General Manager - GLW

Dated: 5/28/10

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1. This Agreement shall apply to any Construction that is commenced during the term of this Agreement ("commenced" being defined as the date such Construction is formally authorized by U. S. Steel to commence). For the purposes of this agreement, the term "Construction" shall not include "the maintenance, repair or alteration to existing buildings and systems.."

2. Prior to engaging in any Construction at Great Lakes Works, U. S. Steel and/or its contractor(s) shall submit an application(s) for a permit(s) for such proposed Construction.

3. Ecorse shall promptly process and consider an application for a permit submitted by U. S. Steel and/or its contractor(s). If the application conforms to the requirements of the Code of Ordinances for the City of Ecorse, the State Construction Act and/or all applicable building/construction codes, Ecorse shall approve the application and issue a permit. The application shall be granted, in whole or in part, or denied within ten (10) business days, except that in case of an unusually complicated building or structure, action shall be taken within fifteen (15) business days. In the event of a denial, the parties shall undertake to resolve the issues resulting in the denial within ten (10) calendar days. Ecorse may, at its discretion and if appropriate, issue a Conditional Temporary Permit so specific aspects of a particular project may be commenced. If the Parties are unable to resolve the issues resulting in the denial, either party may commence an action in a court of competent jurisdiction seeking injunctive and/ declaratory relief and the successful party

shall be entitled to actual attorney fees and costs incurred for having to prosecute and/or defend such an action.

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- Construction costs up to $250,000: One percent (1%) of the cost of construction.
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- Any permit fees determined to be in excess of $100,000 shall be subject to negotiation and determination between the City of Ecorse and U. S. Steel. Any disputes regarding such fees that cannot be resolved by mutual agreement shall be submitted to binding arbitration as set forth in paragraph 5, below.
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5. In the event of a dispute between the parties that only involves the building permit fee applicable to any given project, the Parties shall first negotiate in good faith in an effort to agree to the applicable fee. If within 30 days of U. S. Steel's application for a building permit the parties have not reached an agreement on a building permit fee for a particular project, the parties shall submit to binding arbitration by an arbitrator chosen by the parties or, if the parties cannot agree to an arbitrator within 20 days after the matter is submitted to arbitration, by the American Arbitration Association under its Construction Industry Arbitration Rules, and a judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Pending resolution of the dispute as to the building permit fee, Ecorse shall issue a Conditional Temporary Permit so that work on the project may be commenced. In any dispute between the parties that involves more than only a disagreement of the applicable building permit

fee, either party may commence an action in a court of competent jurisdiction seeking, monetary, injunctive and/or declaratory relief and the successful party shall be entitled to actual attorney fees and costs incurred for having to prosecute and/or defend such an action.

6. Any inspections allowed or contemplated by any applicable statute, code, regulation or ordinance with respect to use, occupancy or Construction at the Great Lakes Works facility in the City of Ecorse, shall not be unreasonably denied, withheld or delayed and shall be scheduled at a time mutually convenient for the parties.

7. This Agreement shall remain in effect until December 31, 2013.

CITY OF ECORSE

By _____, Date signed 6/1/10

Its, Emergency Financial Mgr.

UNITED STATES. STEEL CORPORATION

By _____, Date signed 5/28/10

Its, General Manager - GLW

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