

COPY

AMENDMENT TO SEWER SERVICE AGREEMENT

This amendment, dated the 20th day of DECEMBER, 2004, to the SEWER SERVICE AGREEMENT dated August 17, 1977, is between the City of Owosso, the City of Corunna, and the Charter Townships of Caledonia and Owosso of Shiawassee County.

WHEREAS, the parties entered an AGREEMENT dated August 17, 1977 for sewer service to be provided by the City of Owosso for the City of Corunna and the Townships of Caledonia and Owosso, and

WHEREAS, Tabulation A of the AGREEMENT provides the basis for allocation of the wastewater treatment plant capacity and sharing of costs for the Capital Charge, which is no longer in effect, and the Debt Service Charge, and

WHEREAS, the definition of Tabulation A in the AGREEMENT anticipated that "... the same may from time to time be modified ...", and

WHEREAS, the computation and capacity allocation in Tabulation A were based solely on annual average wastewater flows and thus do not adequately account for peak wastewater flows resulting from shorter term wet weather conditions, and

WHEREAS, the NPDES (National Pollutant Discharge Elimination System) permit for the wastewater plant has been modified with provision of seasonal effluent limitations, and

WHEREAS, the plant capacity and the capacity allocation, as given in columns (11) and (12) of Tabulation A, are adequate and valid for average day, dry weather wastewater flows, and

WHEREAS, the wastewater plant has the capacity to accept and treat additional flow, beyond the 6 MGD (million gallon per day) average day design flow, during the period from November through May, and

WHEREAS, if Additional Plant Improvements are required to address peak flows resulting from wet weather conditions, such Improvements would not likely change the 6 MGD average day design flow, and

WHEREAS, the Wastewater Treatment Plant Design Capacities are currently as provided in "Tabulation B", entitled "Plant Design Capacities", which is included as Attachment 1 to this amendment;

THEREFORE, it is hereby agreed that the AGREEMENT dated June 17, 1977, is amended as follows:

Paragraph 1 is amended by adding a new subparagraph (x) to read as follows with all other provisions of Paragraph 1 remaining unchanged and in force:

- (x) **“Tabulation B” shall mean the tabulation, entitled “Plant Design Capacities and Breakdown per Service Unit”, attached hereto as Tabulation B to this agreement.**

Paragraph 2 is amended by adding a new subparagraph (k) to read as follows with all other provisions of Paragraph 2 remaining unchanged and in force:

2. The City and each of the Service Units hereby:

...

- (k) **Agree to work on an ongoing basis to eliminate excessive inflow and infiltration to their sewer systems so as to minimize peak wet weather flows to the plant. The City of Owosso will use its best efforts to operate the plant so as to accept and treat peak flow loading from the service units within the bounds of the overall plant capacity; provided that the service units also agree to coordinate operation of their sewage pump stations and retention facilities so as to minimize the overall peak loading delivered to the plant. Should peak flows exceed the plant capacity to the extent where additional plant improvements are required solely to receive and treat peak flows, then the cost for such improvements shall be born by those units with peak flows in excess of that given in Tabulation B.**

Subparagraph 3(d) is hereby amended to read as follows with all other provisions of Paragraph 3 remaining unchanged and in force:

3. The City of Owosso agrees that:

...

- (d) **It will accept and treat all sewage from the Service Units, but not in an amount exceeding, computed annually on an average day basis over the period from June through October, the capacity allocated to each in Column 11 of the Tabulation A except as may be permitted in this agreement.**

IN WITNESS WHEREOF the parties have executed this amendment on the first date set forth above.

CITY OF CORUNNA

CITY OF OWOSSO

By Larry E. Runyan
Mayor Pro-Tem

By John P. M. Davis
Mayor

By Yvonne F. Long
City Clerk

By Stail L. Schultz
City Clerk

CHARTER TOWNSHIP OF OWOSSO

CHARTER TOWNSHIP OF CALEDONIA

By Robert A. Gato
Supervisor

By Ronald Pedersen
Supervisor

By Judith K. Hite
Township Clerk

By Connie Sekenich
Township Clerk

ATTACHMENT 1

Tabulation B

Plant Design Capacities and Breakdown per Service Unit

	Average Day (MGD)	Maximum Day (2 times average) (MGD)	Peak Pumping Maximum Hour (3 times average) (MGD)	(GPM)	Nov - May (Secondary Limits) Maximum Week (7 day) (1.5 times average) (MGD)
Owosso	3.18	6.36	9.54	6,620	4.77
Owosso Twp.	1.29	2.58	3.87	2,690	1.94
Caledonia Twp.	0.98	1.96	2.94	2,040	1.47
Corunna	0.55	1.10	1.65	1,150	0.83
Total	6.00	12.00	18.00	12,500	9.00

MGD = million gallons per day
GPM = gallons per minute