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CITY OF CORUNNA - TOWNSHIP OF CALEDONIA
CROSS-BORDER SEWER SERVICE AGREEMENT

THIS AGREEMENT made this 5th day of MARCH, 1979, by and between the City of Corunna and the Township of Caledonia, both of which are municipal corporations in Shiawassee County, Michigan.

WITNESSETH:

WHEREAS, the City of Corunna and the Township of Caledonia are both parties to the Mid-County Sewer Service Agreement of 1974; and

WHEREAS, both parties recognize that it would be inefficient to construct duplicate sewer lines on common boundary streets, roads and highways; and

WHEREAS, both parties wish to provide cross-border sewer service hookups to residents of the other municipality when necessary to avoid such duplication.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, IT IS AGREED as follows:

1. Terminology. The term "Provider" refers to the municipality which provides the sewer service at the request of the other party. The terms "Applicant" and "Recipient" refer to the municipality which applies for and receives cross-border sewer service.

2. Scope of Agreement. The cross-border sewer service referred to herein is limited to single-family residential customers only who reside on a street, road or highway which constitutes part of the common boundary line between the City of Corunna and the Township of Caledonia; for example, M-21. Such sewer service is further limited to those situations in which one of the municipalities has an existing sewer line on its side of the boundary road and will simply have to cross over the road a short distance

to provide the service. If such additional hookup(s) will overburden the Provider's lines, the service need not be furnished.

The parties also agree in principle that, if a boundary road does not have sewer service or if a larger line must be installed on either side of the road, the parties will negotiate as the need arises in an effort to share the cost of construction and avoid a duplication of lines.

The parties do not intend any lengthy extension of lines into the adjacent municipality, nor do they intend that the Provider will have to make any capital improvements (for example, oversizing of lines or construction of a pumping station) in order to provide such service.

3. Initial Term, Extensions and Termination. The initial term of this Agreement shall be five (5) years; provided however, this Agreement shall be automatically renewable for additional one (1) year periods thereafter unless terminated as provided herein. Either party may terminate this Agreement at the end of any annual extension thereof by giving the other party written notice of termination at least sixty (60) days prior to the end of said term. It is understood and agreed, however, that while the Agreement itself may be terminated, existing cross-border sewer service may not be terminated.

4. Application for Cross-Border Service. Application for cross-border sewer service of any kind shall be made only by the City Council or the Township Board (the Applicant), as the case may be, or by their respective duly authorized representatives. Applications shall not be accepted from individual property owners. Such applications shall be approved as a matter of course unless it appears to the municipality which is being asked to provide the service (the Provider) that it would be more

efficient or economical for the Applicant to provide the service; or unless there is other good cause for denying the application. If the application is approved, service shall be furnished to the property line within a reasonable time. The property owner shall be responsible for installation of the service line from the street to the building. The Applicant shall be promptly notified of the date of actual tap-in.

5. Payment for Service. After installation of a service lead, the Recipient shall pay the Provider within thirty (30) days of billing the then-current stub charge as required by the ordinance of the Provider, together with any other necessary and reasonable construction costs incurred in providing the service. However, said costs shall not include trunkage charges (for construction of meter stations, interceptors, collectors and other oversized lines) or availability (front footage) charges. Both parties understand and agree that stub charges shall increase periodically as described in their respective ordinances.

6. Trunkage and Availability Charges. The Recipient shall retain the right to impose and collect trunkage and availability charges notwithstanding the fact that sewer service is being provided by the adjacent municipality.

7. Monthly or Quarterly Billings. The Recipient shall bill all property owners situated within its geographical limits who are receiving sewer service from the adjacent municipality. If meter readings are not available, sewer service charges shall be based on the so-called "Oakland County Plan" in which single-family residences and individual apartment units (single households) are charged on the basis of one unit; and other types of residential, business and commercial establishments are charged a greater or lesser amount on the basis of estimated usage in relation to such household equivalents. A copy of the "Oakland County Plan" rate schedule is attached hereto and made a part hereof by

reference. The Recipient shall pay the Provider for such service within thirty (30) days of billing. Such billings shall be in accordance with the then-current rate schedule of the Provider.

8. Maintenance. Each municipality shall be responsible for the maintenance and repair of its interceptors, collectors, mains and other service lines even when said lines are located a short distance inside the adjacent municipality. The Provider's rules governing construction standards and procedures shall apply so long as they comply with the terms of the Mid-County Agreement and accepted construction and engineering standards. However, if excavation is necessary within the Applicant's right-of-way or easement, a permit shall be obtained by the Provider from the Applicant and a nominal inspection fee may be charged for such permit. Surface and road restoration will be enforced as a condition of the permit. Maintenance, repair and/or replacement of the service line on private property from the street to the building shall be the responsibility of the property owner.

9. Ordinances and Regulations. Except for charges, rates, billings and collections, the ordinances and regulations of the Provider shall apply so long as they comply with the terms of the Mid-County Agreement and accepted construction and engineering practices.

10. Exchange of Ordinances and Regulations. Copies of all pertinent ordinances and regulations shall be exchanged so that each party is fully aware of the other party's charges and other important provisions.

11. Commercial, Industrial and Multiple Housing Exclusions. This Agreement is not intended to cover commercial, industrial or multiple housing customers. These applications will be considered individually. The Oakland County Plan attached hereto is included in this Agreement primarily for future reference in the event of such applications.

12. Treatment Plant Capacity. The municipality which receives the sewer service shall be charged a proportionate amount against its plant capacity.

13. Annexation. In the event of annexation of land which is serviced pursuant to this cross-border sewer service agreement, the annexing municipality shall thereafter be fully responsible for all maintenance, repairs, charges and collections in accordance with its own ordinance; however, treatment plant capacity percentages shall not be changed as a result of annexation.

14. Future Sewer Construction. The parties agree in principle that the Corunna City Council and the Caledonia Township Board shall keep each other informed with respect to future sewer construction in the vicinity of boundary roads so that a duplication of efforts can be avoided if possible.

CITY OF CORUNNA

Dated: March 5, 1979

By: *Linda A. Johnson*
Linda A. Johnson, City Clerk
Its: City Clerk

TOWNSHIP OF CALEDONIA

Dated: February 5, 1979

By: *Marjorie Renwick*
Marjorie Renwick
Its: Clerk

OAKLAND COUNTY PLAN

<u>Usage</u>	<u>Unit Factor</u>	<u>Information Source</u>
Auto Dealers	.40 per 1,000 sq. ft.	D
Barber Shops	.14 per chair	A-C
Bars	.044 per seat	D
Beauty Shops	0.223 per booth	D
Boarding Houses	.16 per person	A-C
Boarding Schools	.27 per person	A-C
Bowling Alleys (no bars, lunch facilities)	.16 per alley	D
*Car Wash	10.00 single production line	D
Churches	.008 per seat	D
Cleaners (pick up only)	.048 per employee	D
Cleaners (pressing facilities)	1.25 per press	D
Clinics (minimum assignment - 1.00 unit per profession)	0.50 per doctor	D
Convalescent Homes	.22 per bed	D
Convents	.20 per person	E
Country Clubs	.08 per member	A-C
Drug Stores (with fountain service)	.08 per seat	B
*Factories (exclusive of excessive industrial use)	.50 per 1,000 sq. ft.	D
Fraternal Organizations (members only)	1.0 per hall	D
Fraternal Organizations (members and rentals)	2.0 per hall	E
*Grocery Stores and Super Markets	1.1 per 1,000 sq. ft.	D
Hospitals	1.09 per bed	A-C
Hotels (private baths, 2 persons per room)	.25 per bed	A-C
Laundry (self service)	.54 per washer	D
Multiple Family Residence	.61 per unit	A-C

<u>Usage</u>	<u>Unit Factor</u>	<u>Information Source</u>
*Office Building	.40 per 1,000 sq. ft.	D
Public Institutes other than Hospitals	.32 per employee	A-C
Restaurants (dinner and/or drinks)	.13 per seat	A-B
Rooming Houses (no meals)	.13 per person	A-C
Schools (without showers and/or pool)	.010 per student	D
Schools (showers and/or pool)	.052 per student	D
Service Station	.24 per pump	C-D
Snack Bars, Drive-Ins, etc.	.08 per seat and/or stall	B
Store (other than specifically listed)	.16 per employee	D
Swimming Pool	2.85 per 1,000 sq. ft.	D
Theaters (Drive-In)	.008 per car space	B-C
Theaters (inside with air conditioning)	.000093 x weekly hours of operation x seats	B-C
Tourist Courts (individual bath units)	.27 per cubical	A-B-C
Trailer Parks (central bath houses)	.578 per trailer	A-B-C
*Warehouses	.10 per 1,000 sq. ft.	D

* New Unit Assignments

A-Cincinnati Report

B-Gordon MacDougall Report to Wayne County

C-Manual of Septic Tank Practice Publication No. 526, U. S. Department of Health

D-Oakland County Department of Public Works Studies