

BIG RAPIDS CHARTER TOWNSHIP BOARD
REGULAR MEETING THURSDAY, OCTOBER 12, 2017
BIG RAPIDS TOWNSHIP OFFICES, 14212 NORTHLAND DR.
BIG RAPIDS, MI 49307

AGENDA

**CALL TO ORDER: 7:00 p.m. ROLL CALL: __ Stanek, __ Fountain, __ Currie,
__ Bean, __ Everett, __ Geib, __ Williams. Pledge of Allegiance.**

PUBLIC COMMENT

ADDITIONS TO AGENDA:

UNFINISHED BUSINESS:

1. Waste Water agreement with city:
2. 2018 Budget Public Hearing:
3. 2018 Wage Recommendation:
4. Other

NEW BUSINESS:

1. Info on first draw for fire hall:
2. Campus view drive.
3. Other:

PUBLIC COMMENT:

ADJOURNMENT:

Big Rapids Charter Township will provide necessary and reasonable auxiliary aids and services, such as signers for the hearing impaired and audiotapes of printed material, if individuals with disabilities, upon five business days notice to the township. Individuals requiring auxiliary aids or services should contact Rene Fountain, Big Rapids Charter Township Clerk, 14212 Northland Drive, Big Rapids, Mi 49307- call 231 796 3603 or fax request to 231 796 2533.

1 **Draft Version 2107 010 03 [corrected] (18+) BRT**
2 **WASTEWATER TREATMENT AGREEMENT BETWEEN THE CITY OF BIG RAPIDS**
3 **AND THE CHARTER TOWNSHIP OF BIG RAPIDS**
4

5 This Agreement is made and entered into as of the ____day of _ _____,
6 2017 ("Agreement"), by and between the City of Big Rapids, a Michigan
7 home rule city, whose address is 226 N. Michigan Avenue, Big Rapids,
8 Michigan 49307-1489 ("City") and the charter township of Big Rapids, a
9 Michigan Charter Township whose address is 14212 Northland Drive, Big
10 Rapids, Michigan 49307-2319 ("Township").

11 **RECITALS**

12 A. The Township has a wastewater collection system that includes
13 transmission lines, lift stations and force mains ("Township Collection
14 System");

15 B. The City has a wastewater collection and treatment system that
16 includes transmission lines, lift stations and force mains ("City
17 Collection System") and a Wastewater Treatment Plant ("WWTP")
18 that together shall be referred to as the "City System";

19 C. The City and the Township initially entered into a Wastewater
20 Treatment Agreement dated October 26, 1977, which was amended
21 on February 4, 1978 and April 10, 1978 (collectively, the "Base
22 Agreement") pursuant to which:

23 1 The Township contracted with the City for the receipt, treatment
24 and disposal of sewage emanating from the Township and
25 transported in the Township Collection System to the City
26 Collection System;

27 2 The Township agreed to participate in certain costs within the
28 City, for which the City agreed to grant specified capacity rights to
29 the Township;

30 3 The City agreed to accept and treat sewage from the Township to
31 the extent of such capacity rights based upon the design year of
32 1995 and as outlined in the June 1975 Facilities Plan;

33 4 The Township agreed to transport and deliver its sewage from the
34 Township Collection System to such points of connection with the
35 City Collection System as specified in the Base Agreement;

36 5 The City, pursuant to the requirements of applicable law,
37 developed and adopted user charge methodology for periodic
38 sewer rate review and modification.

39 D. Subsequently, the City and the Township updated the Base
40 Agreement through the adoption and execution of an Amended
41 Wastewater Treatment Agreement, dated as of May 1, 1995 (the
42 "Amended Base Agreement")

43 E. The parties have jointly developed an updated User Charge
44 Methodology, a copy of which is attached to this Agreement as
45 Exhibit A (the User Charge Report); to set forth the manner in which
46 applicable rates, charges and fees will be determined and established
47 for use of, and operation, maintenance, repair, replacement and

48 improvements to the Township Collection System, the City Collection
49 System and the WWTP.

50 F. The methodology set forth in the User Charge Report has been
51 approved by the Michigan Department of Environmental Quality
52 ("DEQ"), as the State administrative agent of construction grant
53 programs under the Federal Clean Water Act of 1972.

54 G. The City and the Township have determined that it is necessary,
55 appropriate, and in the best interest of the City, the Township and the
56 respective users of the sewer systems, to enter in a new and updated
57 agreement in the form of this Agreement and in place of the Base
58 Agreement and Amended Base Agreement to conform the agreement
59 of the parties to the requirements and provisions of the agreed-upon
60 User Charge Report and certain other matters;

61 H. The City and the Township acknowledge that the City has entered or
62 will enter into a wastewater treatment agreement with Green Charter

63 Township, which agreement will be substantially similar to this
64 Agreement (the Green Charter Township Agreement

65 IN CONSIDERATION OF THEIR MUTUAL UNDERTAKINGS, THE
66 PARTIES HEREBY AGREE AS FOLLOWS:

67 1. City to Provide Sewage Treatment Services on a
68 Wholesale Basis. The City agrees to provide, and the
69 Township agrees to pay for, on a wholesale customer basis,
70 sewage treatment and disposal service for the Township
71 Collection System. In the event of any occurrence rendering
72 the Township incapable of performing under this Agreement,
73 any successor to the Township, whether the result of legal
74 process, assignment, or otherwise, shall succeed to the rights
75 of the Township hereunder.

76 2. City Responsibility for City Collection System. It is
77 agreed that those portions of the City Collection System
78 located within the City limits shall remain the sole and

79 exclusive responsibility of the City, for all purposes including,
80 but not limited to, operations, maintenance, expansion,
81 additions, improvements and administration unless otherwise
82 provided in this Agreement.

83 3. **Township Responsibility for Township Collection**

84 **System.** It is agreed that the Township Collection System
85 shall be and remain the sole and exclusive responsibility of
86 the Township for all purposes including, but not limited to,
87 operations, maintenance, expansion, additions,
88 improvements and administration, unless otherwise provided
89 in this Agreement. The Township shall have the sole
90 responsibility for expansion of the Township Collection
91 System. The Township shall be responsible for all costs for
92 distribution, maintenance and collection of charges for the
93 Township Collection System.

94 4. Shared Or Delegated Control Over Wastewater
95 Collection Facilities. In order to maximize operational
96 efficiency of the wastewater collection systems of the parties,
97 and to allocate or share costs of those wastewater collection
98 systems according to usage and flow, the parties may agree
99 to shared or delegated control over specified collection
100 system facilities without transfer of ownership of the facilities.
101 Each agreement for shared or delegated control over facilities
102 shall be in writing as an addendum to this Agreement and
103 shall specify the facilities that are the subject of shared or
104 delegated control. At any time, the parties can agree to
105 rescind the shared or delegated control and the
106 corresponding responsibility to operate and maintain a facility
107 on written terms reflected in an addendum to this Agreement.
108 5. Use of and Access to the City Collection and Township
109 Collection Systems and WWTP. It is recognized that there

110 are fixed capacities for transmission lines, lift stations and
111 force mains within the City Collection System and Township
112 Collection System (collection system mapping available -
113 contact specific municipality in question). It is further
114 recognized that the WWTP has a fixed hydraulic and
115 biological capacity that is determined by the National
116 Pollutant Discharge Elimination System ("NPDES") Permit
117 issued from time to time by the DEQ.

118 Each party to this Agreement shall have the ability to
119 approve the connection of new users to the City System, in
120 the case of the City, or to the Township Collection System, in
121 the case of the Township, at any time and in any location. No
122 new user shall be arbitrarily denied. The connection can be
123 denied if (a) in the case of the Township, connection

124 jeopardizes the ability of the Township to transport the
125 wastewater for all users, (both existing and as proposed by
126 the new user) in the Township Collection System to the City
127 Collection System for continued transportation to WWTP: or
128 (b) in the case of the City, jeopardizes the ability of the City to
129 transport the wastewater (both from all existing users and as
130 proposed by the new user) in the City Collection System to
131 the WWTP; or (c) in either case jeopardizes the ability of the
132 WWTP to properly process the wastewater (both from all
133 existing users and as proposed by the New user. The City
134 and the Township acknowledge and agree that Green
135 Charter Township shall have similar rights and ability to
136 connect new users to the City System pursuant to the Green
137 Charter Township agreement. If either party questions a new

138 user's connection and its impact on the Township Collection
139 System and/or the City Collection System, as the case may
140 be, or the WWTP, then a special meeting of representatives
141 from the Township and the City will be held to discuss and
142 review the proposed new user's connection application prior
143 to the connection of that new user to the applicable collection
144 system and the WWTP. Furthermore, either the City or
145 Township may require a new commercial or industrial user to
146 provide, at the new user's sole expense, a feasibility report in
147 a form required by the City's engineer to evidence that
148 sufficient capacity exists in the respective collection
149 system(s) to be utilized and the WWTP or, if insufficient
150 capacity exists, to identify necessary improvements that will
151 provide, once completed, sufficient capacity. Any proposed

152 user that proposes to discharge wastewater equal to or in
153 excess of 5% of the applicable collection system or WWTP
154 then-current rated capacity, shall be required to provide a
155 feasibility report, at its sole expense, as provided in this
156 paragraph. If the feasibility report for the new user is
157 acceptable to the City or Township, as the case may be, in
158 the exercise of each party's respective discretion, then the
159 City of Township, as the case may be, shall have the rights to
160 condition the approval of the connection of the new user on
161 the implementation of the improvements set forth in the
162 feasibility report.

163 If the Director of Public Works determines that the
164 accumulation of Township's customers is projected to
165 negatively impact (a) the ability⁷ of the City Collection System

166 to effectively convey sewage to the WWTP or (b) cause the
167 WWTP to exceed its allocated capacity, then a special
168 meeting of representatives from the Township, Green Charter
169 Township, and City will be held to review the feasibility report
170 prepared by the proposed user, and determine the
171 responsibilities of all parties to pay the costs of required
172 upgrades to the Township and City Collection Systems and
173 for the WWTP taking into account costs to be paid or shared
174 by the proposed new user or users, other cost-sharing
175 arrangements and applicable grant opportunities).

176 6. **Availability of System Records and Plans.** The parties
177 hereto agree and understand that the use and expansion of the
178 City Collection System by the City and the use and expansion of
179 the Township Collection System by the Township may have a

180 substantial effect on the present or future use, or future
181 expansion of the collection system of the other party; therefore,
182 each party hereby agrees to:

- 183 a. make its records regarding its collection system available to
184 the other party, including the number and sizes of all service
185 connections and the number of users.
- 186 b. inform the other of any additions to be made to the respective
187 systems.
- 188 c. supply the other party with a copy of preliminary plans,
189 construction plans and specifications for any contemplated
190 expansion.
- 191 d. provide "as-built" plans to the other party in an electronic
192 format.
- 193 e. copies of plans and records for any portion of each of the
194 collection systems at no cost and at any time to all parties

195 including any aerial photography, topographic information and
196 overall mapping detail.

197 7. **Entry Point Master Meters.** At each point of delivery of
198 wastewater from the Township Collection System to the City
199 Collection System, with the exception of those properties located
200 within the Township and specified in Exhibit B to this Agreement,
201 a meter shall be installed by the City or the Township at the
202 Township's expense (an "Entry Point Meter") and the Entry Point
203 Meter shall be owned by the Township. Each Entry Point Meter
204 shall be read by the City each month for billing purposes. The
205 City calibrates its meters at the WWTP annually to ensure an
206 accurate reading of flow to the WWTP. The City shall include all
207 Entry Point Meters in its calibration effort on an every other year
208 rotation. The City will bill the Township for the cost of calibration
209 of the Township's Entry Point Meters. If repair, correction and/or
210 calibration estimates are necessary, the City shall estimate the

211 quantity of sewage received from the Township, with such
212 estimate, if possible, based on the aggregate use for a like period
213 at the same time of the preceding year. The Township shall be
214 responsible to pay for and undertake repair and maintenance of
215 the Entry Point Meters. In the event that any Entry Point Meter is
216 not in service or fails to measure correctly, the Township agrees
217 to make all necessary repairs within a reasonable time so that
218 neither the Township nor the City will need to rely on estimates.

219 8. Inflow and Infiltration ("I & I") The Township will be
220 responsible for the amount of the Township's I & I that enters
221 the City's Collection System. Likewise, if the City uses the
222 Township Collection System, the City will be responsible for
223 the amount of the City's I & I entering the Township's System.
224 The amount of I & I will be determined by the User Charge
225 Report. The amount can be offset by mutual agreement or
226 paid pursuant to the User Charge Report.

227 9. Entry Point Sampling Devices. At each point of delivery
228 of wastewater from the Township Collection System to the City
229 Collection System an automatic sampling device (“Entry Point
230 Sampling Device”) may be installed by either the City or
231 Township at the Township’s expense. The ownership of the
232 Entry Point Sampling Device shall remain with the Township.
233 The City shall be responsible for all reasonable repairs and
234 maintenance of the Entry Point Sampling Devices at the cost of
235 the Township. If installed, the Entry Point Sampling Device
236 may be used to collect 24-hour composite samples and the
237 City’s laboratory shall be used for testing to determine the
238 strength of the waste, pH, five-day Biochemical Oxygen
239 Demand (BOD), Suspended Solids (SS) and Phosphorus (P)
240 and any other toxic or deleterious contaminants that have the
241 potential to harm the City System or cause the City to violate
242 the terms of the NPDES Permit, and shall be used upon

243 request of either the City or the Township. The City shall
244 include all Entry Point Sampling Devices in its every-other-year
245 calibration rotation, along with Entry Point Meters pursuant to
246 Paragraph 7 of this Agreement.

247 10. **City's Right to Inspect Township Collection System.**

248 For the purpose of protecting and investigating circumstances
249 detrimental to the City Collection System and WTP, the City
250 shall have the right to inspect the Township Collection System
251 at any reasonable time during and after construction and such
252 inspection shall not relieve the Township from full
253 responsibility for the conformance of the finished work with
254 the plans and specifications approved by the Township.

255 11. **Township Wastewater Ordinance.** The Township has
256 adopted a Sewer Connection, Use and Rate Ordinance, (the
257 "Sewer Ordinance") designated as Chapter 50 of the Township
258 Code of Ordinances. Copies of the original ordinance and any

259 modifications shall be furnished to the City. The Township shall
260 enforce the Sewer Ordinance.

261 12. **Notice of Damage, Hazard or Violation: Notice and**
262 **Claim Procedures for Sewer Backup or Overflow.**

263 a. The City shall notify the Township, in writing, of any
264 damage to the City System, of any hazard to persons involved
265 in the operation or maintenance of the City System, violations
266 of the City's Sewer Use Ordinance, or violations of the NPDES
267 Discharge Permit, caused by wastewater emanating from the
268 Township Collection System. Upon such notice, the Township
269 shall, at its expense, diligently commence and pursue such
270 action necessary to correct the cause of such damage, hazard
271 or violation.

272 b. The City and the Township shall include notice and claim
273 procedures for sewer backup and overflow events, as set forth
274 in Act 222 of the Public Acts of Michigan of 2001, as amended,

275 in the City's and Township's respective sewer ordinances.
276 Each party shall provide prompt notice of any claim or notice of
277 backup or overflow received by it to the other party.

278 13. **Discontinuance of Service in the Event of Emergency.**

279 The City may temporarily discontinue service in the event of an
280 emergency; i.e. any unanticipated occurrence which could be
281 expected to cause immediate damage to the City System or
282 which may constitute an immediate hazard to life and/or property.

283 The City agrees to resume service upon the cessation of the
284 emergency. In the event of any such emergency under this
285 paragraph, the City shall have the right to control continued
286 introduction of sewage into the City System from the Township
287 Collection System. In any such event, the City shall notify the
288 Township and both parties shall employ every available means to
289 correct the situation causing the emergency and to resume
290 service at the earliest practicable time.

291 Except as otherwise set forth above in the case of an
292 emergency, the City shall not discontinue service and treatment
293 of wastewater emanating from the Township Collection System
294 except by (i) agreement with the Township or (ii) order of a court
295 of competent jurisdiction.

296 14. **Force Majeure.** No failure or delay in performance of
297 this Agreement by ether party shall be deemed to be a breach
298 of this Agreement when such failure or delay is occasioned by
299 or due to any Act of God, strikes, lockouts, wars, riots,
300 epidemics, explosions, sabotage, breakage or accident to
301 machinery or lines or pipe, the binding order of any court or
302 governmental authority, or any other cause, whether of the
303 kind therein enumerated or otherwise, not within the control of
304 the party claiming suspension provided that no cause or
305 contingency shall relieve the Township of its obligations to

306 make payment for sanitary sewage actually treated and
307 disposed of by the City.

308 15. **Liability for Damaging Waste.** Incidents of a specific
309 nature such as manhole overflows shall be the liability of the
310 municipality in which the incident occurs. Any fines or costs to
311 remedy such deficiencies shall be borne by the user
312 responsible and/or the responsible municipality. The
313 Township agrees to pay the cost of repair for any damage to
314 the City System resulting from the discharge of damaging
315 wastewater (within the meaning of the City's applicable
316 ordinance regarding sewer connection and use (the City's
317 Sewer Use Ordinance) from the Township in violation of the
318 NPDES Permit. The Township further agrees to share in any
319 fines or charges levied by any governmental agency against
320 the City for the discharge into the Muskegon River of effluent
321 from the WWTP in violation of the City's NPDES Permit or

322 applicable law or regulation which effluent resulted from
323 objectionable, noxious or toxic wastewater emanating from the
324 Township Collection System in violation of the City Sewer Use
325 Ordinance and NPDES Permit.

326 While specific liability is levied for specific actions, there may
327 also be fines of general application as a result of WWTP
328 capacity, capability to treat wastewater, age, breakdowns and
329 for operator error. Fines or penalties levied by a State or
330 Federal agency against the WWTP operation will be shared
331 by the City, Township, and Green Charter Township (pursuant
332 to the Green Charter Township Agreement) on a proportional
333 flow basis of wastewater to the WWTP as established in the
334 User Charge Report as of the date of the event triggering such
335 fine or penalty.

336 16. **User Charge System.** The Township shall pay the City
337 for the Township's share of the costs of operation,

338 maintenance and replacement of the City System based upon
339 actual metered sewer flow (including each municipality's I & I)
340 in accordance with the methodology set forth in the User
341 Charge Report. It is understood and agreed that the User
342 Charge Report will be written and produced annually by the
343 City based on the August financial closing statements (of the
344 City's preceding fiscal year ending in June). The
345 spreadsheet, from which the User Charge Report is produced,
346 will be preserved by the City Treasurer with a copy distributed
347 annually to the Township for review. Each year, the rate
348 charge by the City to the Township, and any rate adjustments
349 shall be computed strictly in accordance with the methodology
350 set forth in the User Charge Report, as governed by this
351 agreement. Rate adjustments calculated in the User Charge
352 Report shall be automatically implemented effective each year
353 as of the October 1 billing cycle or one month after the User

354 Charge Report is accepted by the City, Township, and Green
355 Charter Township, whichever is later. The Township shall
356 review the User Charge Report annually and any adjustments
357 or revisions which are needed and accepted by the Township
358 shall be made and implemented by the Township.

359 17. **Elements of the User Charge Report.**

360 The User Charge Report will cover five (5) elements of costs:

- 361 a. **WWTP O & M Unit Cost.** This will include, but not
362 be limited to; labor to operate and maintain equipment,
363 collect and analyze samples, and keep accurate and
364 detailed records for reporting to MDEQ; supplies and
365 chemicals including everything from pencils and lubricants
366 to polymer used for sludge conditions; contractual services
367 from sophisticated analytical services to biosolids land
368 application management; utilities including electricity and
369 natural gas to operate pumps, blowers, heat exchangers,

370 building heat and light; repair expenses necessary to
371 perform equipment service beyond the capability of the
372 staff.

373 b. **City Collection System Unit Cost.** The total cost of
374 the City Collection system divided by the total flow to
375 WWTP

376 c. **WWTP Replacement Unit Cost.** Replacement funds
377 required for any item that has a useful life of twenty years
378 or less will be included in replacement cost with a
379 Consumer Price Index (CPI) factor adjustment.

380 d. **WWTP Bond Debt Unit Cost.** As described in the
381 "Definitions" appendix

382 e. **City Administration Cost.** 12% of the City
383 Administrative cost is charged to the City System. This
384 includes the salaries of the City Manager, Treasurer, Public
385 Works Director and City Engineer.

386 Any inconsistency between the elements of cost of the
387 User Charge Report described above shall be resolved by
388 reference to the User Charge Report attached as Exhibit A

389 18. **Payment Terms.** The City shall invoice the Township on a
390 monthly basis for the charges payable by the Township to the
391 City in accordance with the User Charge Report. The payment
392 of such invoices shall be made within thirty (30) days following
393 the date of the invoice. If any portion of the invoiced amount is
394 unpaid after thirty (30) days from the date of invoice, the amount
395 so unpaid shall be subject to interest at the rate of one percent
396 per month.

397 19. **Industrial Pretreatment Program/Surcharges.** It is
398 understood that the Federal Clean Water Act as enforced by
399 DEQ requires an Industrial Pretreatment Program (“IPP”) to
400 monitor and control high strength wastewater entering the
401 wastewater system from non-domestic users. The Township

402 hereby agrees to grant operation, reporting requirements and
403 control of the IPP with respect to the Township Collection System
404 to the City. The costs of the IPP are not an obligation of the
405 Township, but are to be billed by the City directly to and collected
406 from non-domestic users themselves. The IPP will register and
407 collect the operational cost of the IPP from every non-domestic
408 user for the general operational costs of the IPP. Users with high
409 strength wastewater, food services and other industrial users will
410 be tested and will pay an additional fee established in
411 accordance with the IPP for the increased cost to treat their
412 wastewater. Charges for Biochemical Oxygen Demand ("BOD")
413 and Suspended Solids ("SS") and other contaminants which are
414 detrimental to the operation of the WWTP shall be computed
415 annually in accordance with the User Charge Report, and shall
416 be billed at the same rate to both City and Township non-
417 domestic users. Neither the costs nor surcharges nor any

418 revenues of the IPP shall be included in the User Charge
419 collected by the City from the Township, but shall be designed to
420 be a 'stand-alone' program of the City System.

421 The adoption of this Agreement shall give the City wastewater
422 operators the authority to implement and enforce the IPP with respect
423 to the Township Collection System, on the same basis and with same
424 regulation, fees, fines (both in type and amount) as are adopted from
425 time to time by the Big Rapids City Commission with respect to the
426 City System.

427 20. **Township Right to Audit City Charges:** The Township shall
428 have, at all times and at its cost, the right to audit all charges imposed
429 by the City pursuant to this Agreement and the User Charge Report.
430 Should there be a dispute between the City and the Township as to
431 either the propriety or the amount of any rate or component thereof,
432 charged to the Township, the dispute, if it cannot be resolved

433 between the parties, shall be submitted to arbitration, upon the written
434 request of either party as set forth in Paragraph 21 of this Agreement.

435 21. **Arbitration/Conflict Resolution.** An arbitration/conflict
436 resolution committee shall be appointed and shall be empowered to
437 resolve any issue and to clarify the terms of this Agreement in a
438 common-sense review of the changing conditions which may arise
439 during the term of this Agreement. Changes in state laws, technology
440 in treatment processes, conditions of DEQ regulations and many
441 other conditions may result in situations which are not covered by the
442 terms of this Agreement. The committee will be established and will
443 guide the solution of issues which arise. The parties agree to abide
444 by the decisions of the committee until the next five-year review
445 occurs, at which point provisions may be written and adopted as an
446 amendment to this Agreement by the City and Township to fully
447 resolve any issue. The committee shall hear appeals brought by the
448 City or Township and shall establish a reasonable timetable to

449 complete or implement construction activities or management and
450 reporting practices which are necessary to comply with the conditions
451 of this Agreement.

452 The determinations shall be made by a committee comprised of five
453 representatives: one representative to be selected by the Township
454 Board, one representative to be selected by the Green Charter
455 Township Board, one representative to be selected by the Mayor, and
456 two representatives to be jointly selected by the three
457 representatives. Representatives shall be selected so that they are
458 available to meet within thirty (30) days following a request to meet.
459 City and Township elected officials and staff are not eligible to serve
460 on the committee.

461 22. **Township-City Communication.** To ensure the highest level
462 of communication a representative of the City administration or City
463 System shall attend Township meetings a minimum of once each 6

464 months to answer questions, provide updates and comment on
465 finance, treatment or City System issues.

466 23. Improvements/Expansion of City System. On a day-to-day
467 basis the City may have repairs or equipment replacements which
468 are necessary for the maintenance of the City System. When these
469 items cost more than \$5,000 and have a life expectancy of more than
470 five (5) years such expenses will be depreciated according to proper
471 accounting practices, and the money collected for these specific
472 items from the User Charge will be placed in the City's "Sewer
473 Replacement Fund" and will be accounted for in the User Charge
474 Report.

475 Any potential commercial or industrial user that proposes to locate
476 within the City or Township, and connect to the applicable collection
477 system and WWTP, and which would propose to discharge flows
478 which would equal 5% or more of the rated capacity of the WWTP,
479 shall be evaluated based on their hydraulic and biological impact to

480 the collection systems and WWTP and NPDES permit limitations. As
481 a condition to connection, each such commercial or industrial user
482 shall reimburse the City and/or Township, as the case may be, for the
483 costs of such impact on the WWTP and City Collection and/or
484 Township Collection System in addition to costs incurred by such
485 user pursuant to Paragraph 5 of this Agreement.

486 When the capacity at the WWTP or any collection system reaches
487 75% of the fixed hydraulic and biological capacity, planning will begin
488 to increase capacity for the WWTP and/or applicable collection
489 system (or systems). The parties and Green Charter Township will
490 share in the cost of such planning on the basis of proportional flow in
491 the manner consistent with the User Charge Report at the time the
492 improvement is needed.

493 24. **Inter-Township Sewer Lines.** Big Rapids Township
494 agrees in the manner provided by law to consider the
495 construction, operation, and maintenance of sewer lines

496 necessary for the transportation of wastewater emanating from
497 Green Charter Township across land within the jurisdiction of Big
498 Rapids Charter Township. Big Rapids Township reaffirms its
499 consent to all existing lines located within the Township and used
500 by Green Charter Township as of the date of this Agreement.

501 25. **Ownership.** This Agreement, its terms, or any payments
502 made or conditions fulfilled as required hereunder, shall not vest
503 any right, title or interest (a) the Township in the City Collection
504 System or WWTP, or (b) by the City in the Township Collection
505 System. Should it ever be construed by a court or otherwise that
506 either party owns or co-owns any part of the sewer system of
507 either party, it is stipulated and agreed to by the parties hereto
508 that either party may then repurchase the same for the sum of
509 one dollar (\$1.00) to ensure that full ownership of the City
510 Collection System remains vested in the City and that full

511 ownership of the Township Collection System remains vested in
512 the Township.

513 26. **Authorization Term.** This Agreement shall become
514 effective upon the latest date of approval and authorization of the
515 Township Board and the City Commission and shall remain in
516 effect for a period of twenty-five (25) years. Every five (5) years
517 this Agreement shall be reviewed to address changing
518 conditions, state and federal laws or other issues which require
519 the updating of or modification to this Agreement. Additional
520 review of this Agreement may be undertaken at any time by
521 mutual consent.

522 27. **Notice and Binding Effect.** All written notices and other
523 documents to be delivered or transmitted shall be addressed to
524 the respective parties at the address which follows or at such
525 other addresses as shall be specified by the parties from time to
526 time.

527 The addresses of the parties are as follows:

528 City of Big Rapids
529 Attention: City Manager
530 226 N. Michigan Avenue
531 Big Rapids, MI 49307-1489

532
533 Charter Township of Big Rapids
534 Attention: Supervisor
535 14212 Northland Drive
536 Big Rapids, MI 49307-2319

537
538
539 Written notices or other documents may be delivered or transmitted in
540 person, by mail, or by electronic means.

541 **28. Definition of Sanitary Sewage and Wastewater.** For
542 purposes of this Agreement the terms "sanitary sewage," "sewage,"
543 "wasters," and "wastewater" are intended to be used interchangeably
544 and to refer to any liquid or water carried waste received from sewer
545 customers including domestic sewage, industrial wastes and any
546 infiltration or inflow as may be present, discharged to a collection
547 system (or systems) for treatment at the WWTP.

548 **29. Effect of Agreement.** This Agreement supersedes the Base
549 Agreement and Amended Base Agreement in their entirety as of the
550 date of this Agreement.

551 **30. Miscellaneous.** All exhibits attached hereto are incorporated
552 herein by reference as though fully stated herein. The waiver by any
553 party hereto of a breach or violation of any provision of this
554 Agreement shall not be a waiver of any subsequent breach of the
555 same or any other provision of this Agreement. If any paragraph or
556 provision of the Agreement is unenforceable for any reason, the
557 unenforceability thereof shall not impair the remainder of this
558 Agreement, which shall remain in full force and effect. This
559 Agreement represents the entire understanding and agreement
560 between the parties hereto. This Agreement may be changed or
561 modified only by a written document, approved by the City
562 Commission and Township Board, and signed by all the parties. The
563 captions in the Agreement are for convenience only and shall not be

564 considered as part of this Agreement or in any way to amplify or
565 modify the terms and provisions hereof.

566 IN WITNESS WHEREOF, the parties hereto have caused this
567 Agreement to be executed and delivered by their respective duly
568 authorized officers pursuant to the resolutions approving such
569 execution and delivery all as of the date and year first above written.

570 CITY OF BIG RAPIDS

571

572 By: _____

573 Mark Warba

574 Its: Mayor

575

576 By: _____

577 Tammy Gillis

578 Its: City Clerk

579

580 CHARTER TOWNSHIP OF BIG

581 RAPIDS

582

583 By: _____

584 Bill Stanek

585 Its: Supervisor

586

587 By: _____

588 Rene Fountain

589 Its: Clerk

590

591

592

593 **FIRST ADDENDUM** Dated _____ for delegated control

594 over Supervisor's Park lift station The City will upgrade the City lift

595 station at Supervisor's Park at an estimated cost of \$280,000 in 2017

596 with the Township paying half that cost, and the City hereby
597 delegates all control and responsibility for operations and
598 maintenance of the lift station to the Township, and the Township
599 hereby accepts all control and responsibility for operations and
600 maintenance of the lift station, recognizing that currently a majority of
601 the of the flow through the lift station is from Township users. The
602 User Charge Report formula for allocating flow and costs of the
603 collection system(s) will reflect that some of the flow through the
604 Supervisor's Park lift station will be allocated and charged to the
605 Township.