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DEPARTMENT OF PUBLIC WORKS

Russell Williams
Director
Joseph Ashley
Water & Sewer Superintendent
Justin Westlake
Facilities & Operations Superintendent
Derek Diederich
Administrative Superintendent
Frank Fisher
Engineering Superintendent

DATE: November 3, 2020

TO: Honorable Charter Township of Waterford Board of Trustees

FROM: Russell D. Williams, DPW Director

RE: Water and Sewer Service Intergovernmental Agreement – City of Lake Angelus

Please review the attached Water and Sewer Service Intergovernmental Agreement prepared by Mr. Gary Dovre, Waterford Township's Legal Counsel, and the referenced attachments regarding properties covered by this agreement.

This Intergovernmental Agreement would allow properties in the City of Lake Angelus to connect to and be serviced by Waterford Township DPW for Water and Sewer service. Connections to properties outside of Waterford jurisdiction boundaries are already allowed per Township Ordinances 17-064 and 17-328(d). This agreement simply formalizes the terms of connection with properties in Lake Angelus and serves as authorization from the City of Lake Angelus for their residents to pursue connection with Waterford DPW.

Requested Board Action

**Approve the Water and Sewer Service Intergovernmental Agreement with the
City of Lake Angelus**

With us there are no boundaries

WATER AND SEWER SERVICE INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT shall be effective as of the date it is fully signed, is between the Charter Township of Waterford, 5200 Civic Center Drive, Waterford, Michigan, 48329 ("Waterford") and the City of Lake Angelus, 45 Gallogly Road, Lake Angelus, Michigan, 48326 ("Lake Angelus"), and is based on the following facts and considerations:

RECITALS:

- A. Waterford and Lake Angelus are parties to an Inter-Municipal Contract, dated October 1, 2013, which reaffirms and approves the establishment of the Clinton-Oakland Sewage Disposal System ("COSDS"). The COSDS is a sanitary sewage disposal system that collects sanitary sewage from several Oakland County communities for the transportation to and treatment at the Clinton River Water Resources Recovery Facility (formerly the City of Pontiac Wastewater Treatment Plant) and the Great Lakes Water Authority Water Resources Recovery Facility (formerly the Detroit Wastewater Treatment Plant).
- B. Under the 2013 Inter-Municipal Contract for the COSDS, Waterford and Lake Angelus each have a right to use the COSDS for a specified maximum rate of flow allocated capacity.
- C. Waterford operates and maintains sanitary sewers (**"Sewer System"**) to collect and transport sanitary sewage from Waterford to the COSDS. Lake Angelus does not currently operate or maintain sanitary sewers to collect and transport sanitary sewage from Lake Angelus to the COSDS.
- D. Waterford owns, operates, and maintains its own public water supply system (**"Water System"**).
- E. MCL 123.232, MCL 124.3(1), and MCL 324.4301 authorize Waterford, as a political subdivision, municipal corporation, and local unit of government to contract with Lake Angelus to provide sanitary sewer and/or public water supply service to properties in Lake Angelus.
- F. Waterford allows for the connection to and use of its Sewer System and Water System by properties outside Waterford in Sections 17-064 and 17-328(d) of its Code of Ordinances, which each provide as follows:
Any person whose property lies outside the Township desiring to connect to the [sewer or water system] shall be subject to one and one-half (1 1/2) times the normal connection fees and one and one-half (1 1/2) times the normal quarterly billing rate. Such parties outside the Township interested in connecting to the system [sewer or water system] shall provide a letter of no objection from the local governing body of the township or city within which the building or property is located. The proposed connection shall thereafter be submitted to the Township Board by the Public Works Official for review and decision, in its sole discretion.
- G. Waterford's provision of and billing for services provided by its Sewer System and Water System is provided for in Sections 17-168 through 17-172 for sewer and Sections 17-340 through 17-349 for water, of its Code of Ordinances, which together with Sections 17-064 and 17-328(d) and other applicable provisions of Chapter 17 of Waterford's Code of Ordinances on Water and Sewers, are referred to in this Agreement as the **"Township Ordinances"**, and include the following provisions:

Sections 17-170 for sewer and 17-348 for water, provide for quarterly usage bills and the addition of a five (5) percent penalty if not paid within 30 days of the due date.

Section 17-348 for water allows Waterford to discontinue providing water service if a bill is not paid within 30 days of the due date and by the date stated in a shutoff notice to the customer.

Sections 17-172(a) for sewer and 17-349 for water provide that charges for services are a lien on the premises served and that charges delinquent for 90 days or more on August 15th shall be transferred to the Waterford tax roll together with a ten (10%) percent surcharge, for collection in the same manner as taxes under the general property tax law.

H. Waterford bills its taxes on December 1 of each year, 3.5 months after the August 15th date in Sections 17-172(a) and 17-349 of the Township Ordinances. Lake Angelus bills its taxes on July 1 of each year, with March 15th being the date that would be 3.5 months before that date.

I. Prior to this Agreement and without objection from Lake Angelus, Waterford allowed the properties identified in the **attached Exhibit A** as "Lake Angelus Customers Already Connected", and shown on the **attached Exhibit B** map as "Existing Lake Angelus Customers" (except for 2480 Private Drive), to connect to and use the Sewer System and/or Water System as indicated and has directly billed and been paid by those Lake Angelus Customers as provided in the Ordinances. Those customers are referred to in this Agreement as "**Existing Customers**."

J. The property at 2480 Private Drive in Lake Angelus now wants to connect to and use the Sewer System, which Lake Angelus has no objection to if it is without cost to Lake Angelus, with this Agreement constituting Waterford's approval of that connection and use subject to Waterford's approval of the plans for the connection and provided that it is at no cost to Waterford.

K. Waterford has identified other Lake Angelus properties that could be favorably considered for connection to and use of the Sewer System and/or Water System as listed in the **attached Exhibit A** as "Lake Angelus Customers to Potentially Connect" and shown on the **attached Exhibit B** map as "Lake Angelus Potential Customers", referred to in this Agreement as "**Future Customers**."

L. Waterford and Lake Angelus want to provide for Waterford to allow the Existing Customers, 2480 Private Drive, and any Future Customers to connect to and use the Sewer System and/or Water System as provided in the Township Ordinances, for Lake Angelus to place delinquent billings on the Lake Angelus tax roll, and for allocation of sewer discharges from Lake Angelus properties through the Sewer System to the Clinton-Oakland Sewage Disposal System as provided in this Agreement.

NOW THEREFORE, Waterford and Lake Angelus agree as follows:

Existing Customers

(1) Waterford shall continue to provide sewer and water services to, bill, and be entitled to payment from the Existing Customers as provided in the Township Ordinances and this Agreement.

2480 Private Drive Sewer

(2) Subject to compliance with the terms of this Agreement, the Township Ordinances, and any Lake Angelus ordinances, standards, or regulations not in conflict with the Township Ordinances, and at the sole cost and expense of the owners of the property at 2480 Private Drive in Lake Angelus, that property may be connected to the Sewer System at a location approved by Waterford, with such connection and all related work referred to as the "Sewer Connection Improvements".

(3) The Sewer Connection Improvements shall not be constructed until the owners of 2480 Private Drive have obtained approval from Lake Angelus and Waterford of the engineering and construction plans for those Improvements and have obtained all other required governmental entity permits or approvals.

(4) Waterford and Lake Angelus shall have no obligation to obtain any easements that may be necessary for construction of the Sewer Connection Improvements.

(5) Upon completion of construction and approval of the Sewer Connection Improvements by Waterford and any other required governmental entity, Waterford shall provide written notice to Lake Angelus and the property at 2480 Private Drive may use the Sewer System subject to and as provided in the Township Ordinances.

Future Customers

(6) Lake Angelus does not object to Waterford approving the connection to and use of the Sewer System and/or Water System by one or more of the Future Customers' properties subject to and as provided in the Township Ordinances if:

- (a) It is at no cost to Lake Angelus and Lake Angelus has no obligation to provide easements.
- (b) The construction and engineering plans for the connection are approved by Waterford.
- (c) All required governmental entity approvals are obtained.

(7) Subject to its Public Works Official approving the location and construction and engineering plans for a requested connection to the Sewer System and/or Water System of a Future Customers' property that is at no cost to Waterford and does not involve any Waterford obligation to provide an easement, Waterford agrees that its approval of the requested connection will not be unreasonably withheld and that reason(s) will be given for any denial of a requested connection. Waterford shall provide written notice to the requesting person and Lake Angelus of all decisions on connection requests. Nothing in this Agreement expressly or impliedly obligates Waterford to allow a requested connection.

(8) For connections approved by Waterford, when the connection improvements have been constructed and approved by Waterford and any other required governmental entity, Waterford shall provide written notice to Lake Angelus and the owner of Future Customers' property, which may thereafter use the Sewer System and/or Water System, as applicable, subject to and as provided in the Township Ordinances.

All Properties

(9) All required connection fees and usage charges for properties connected to the Sewer System and/or Water System shall be billed and collected by Waterford directly from the Lake Angelus customer at the rates and in the manner provided in the Township Ordinances.

(10) Lake Angelus agrees that Waterford's charges to Lake Angelus customers for sewer and/or water services as provided in this Agreement are a lien on the premises served, and that upon receiving a written certification from Waterford of charges that have been delinquent for 90 days or more as of March 15th, to place those amounts together with a ten (10) percent surcharge on the Lake Angelus tax roll for billing on the July 1 tax bill for collection in the same manner as taxes under the general property tax law and to remit any full or partial payments of those amounts received by Lake Angelus to Waterford within 30 days of receipt.

(11) The sewer discharges from Lake Angelus properties through the Sewer System shall be determined from metered water usage, if applicable, or for sewer only customers, from the sewer usage upon which the ready-to-serve fixed sewer service charge under Section 17-169 of the Township Ordinances is based. Although Waterford will be paying the COSDS for those Lake Angelus sewer discharges, which the COSDS will meter and may charge against Waterford's allocated capacity, for all purposes those discharges shall be considered part of the capacity allocated to Lake Angelus in the COSDS. As necessary to not exceeding its allocated capacity or proving it is not exceeding its allocated capacity in the COSDS, Waterford reserves the rights to:

- (a) Use billing records to document the quantity of sewer discharges from Lake Angelus properties that should be charged against the allocated capacity of Lake Angelus and deducted from the allocated capacity of Waterford in the COSDS.
- (b) Terminate this Agreement or sewer service to one or more Lake Angelus properties to avoid Waterford exceeding its allocated capacity in the COSDS.

General

(12) The Parties enter into this Agreement to further the public health, safety and welfare, and do not intend to confer any benefit or privilege upon any entity other than themselves.

(13) This Agreement shall be construed under Michigan Law, and if any part of it is determined by a court of competent jurisdiction to be unlawful or unenforceable, such determination shall not affect the validity and enforceability of the remaining parts.

(14) This Agreement shall become effective upon its execution and shall remain in effect until terminated by mutual agreement or as provided in Section 11. The Parties reserve all rights and privileges attributable to governmental units not specifically designated in this Agreement.

This Agreement has been executed by representatives of the parties based upon authority from their respective legislative bodies on the dates indicated below their signatures.

CHARTER TOWNSHP OF WATERFORD

CITY OF LAKE ANGELUS

By: _____
Gary D. Wall, Supervisor

By: _____
Natalie Forte, Mayor

Date: _____

Date: _____

By: _____
Sarah Razzaque, Clerk

Date: _____

Lake Angelus Customers Already Connected

<u>Account</u>	<u>Parcel</u>	<u>Customer Name</u>	<u>Street Number</u>	<u>Street Name</u>	<u>Services</u>
104129		1301426006 Dr R Cherukuri	2215	Lake Angelus Road	Sewer Only
104168		1301376014 Mark Symonds	2459	Lake Angelus Road	Water & Sewer
104128		1301376015 Tim Driscoll	2463	Lake Angelus Road	Water & Sewer
104001		1301376008 Todd Webber	2465	Lake Angelus Road	Water & Sewer
104175		1301376035 Robert Farrell	2485	Lake Angelus Road	Sewer Only
108086		1312202002 Don & Kim Clapham	2480	Private Dr	Water (Requesting Sewer)

Lake Angelus Customers to Potentially Connect

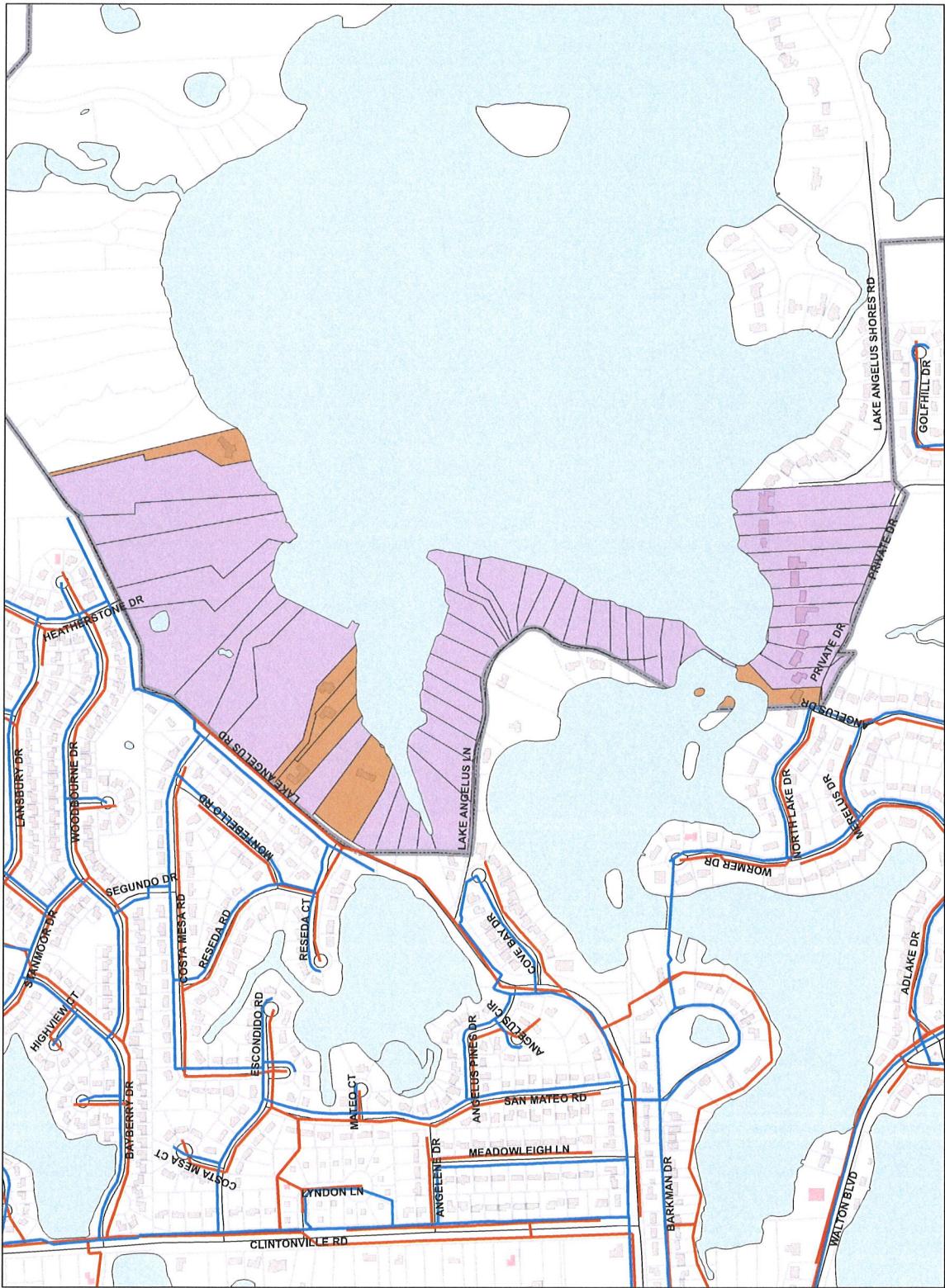
<u>Parcel</u>	<u>Street Number</u>	<u>Street Name</u>
13-12-202-015	2260	Private Dr
13-12-202-014	2288	Private Dr
13-12-202-012	2298	Private Dr
13-12-202-011	2312	Private Dr
13-12-202-010	2326	Private Dr
13-12-202-009	2342	Private Dr
13-12-202-008	2360	Private Dr
13-12-202-007	2390	Private Dr
13-12-202-004	2420	Private Dr
13-12-202-017	2450	Private Dr
13-12-201-009	Vacant	Lake Angelus Ln
13-12-201-007	2310	Lake Angelus Ln
13-12-201-006	2330	Lake Angelus Ln
13-12-201-005	2350	Lake Angelus Ln
13-01-451-011	2360	Lake Angelus Ln
13-01-451-010	2370	Lake Angelus Ln
13-01-451-009	2378	Lake Angelus Ln
13-01-451-018	2380	Lake Angelus Ln
13-01-451-017	2382	Lake Angelus Ln
13-01-451-016	2384	Lake Angelus Ln

EXHIBIT A

13-01-451-026	2386 Lake Angelus Ln
13-01-451-025	2388 Lake Angelus Ln
13-01-451-014	2392 Lake Angelus Ln
13-01-451-013	2394 Lake Angelus Ln
13-01-451-004	2396 Lake Angelus Ln
13-01-451-003	2400 Lake Angelus Ln
13-01-451-002	2420 Lake Angelus Ln
13-01-451-001	2430 Lake Angelus Ln
13-01-376-007	2440 Lake Angelus Ln
13-01-376-013	2460 Lake Angelus Ln
13-01-376-012	2478 Lake Angelus Ln
13-01-376-030	Vacant Lake Angelus Rd
13-01-376-031	Vacant Lake Angelus Rd
13-01-376-032	Vacant Lake Angelus Rd
13-01-376-034	Vacant Lake Angelus Rd
13-01-376-036	Vacant Lake Angelus Rd
13-01-376-014	2459 Lake Angelus Rd
13-01-426-012	2455 Lake Angelus Rd
13-01-426-018	2445 Lake Angelus Rd
13-01-426-019	2425 Lake Angelus Rd
13-01-426-002	2405 Lake Angelus Rd
13-01-426-003	2305 Lake Angelus Rd
13-01-426-014	2295 Lake Angelus Rd
13-01-426-015	Vacant Lake Angelus Rd
13-01-426-005	2217 Lake Angelus Rd

EXHIBIT B

Lake Angelus Existing and Potential Customers



* The areas listed as potential customers are an estimated area of service, there is no guarantee as to the ability to provide services to these areas without additional engineering analysis for each individual parcel

