

CITY OF HOWELL - MARION TOWNSHIP

SANITARY SEWER COLLECTION SYSTEM AND
WATER DISTRIBUTION SYSTEM
MAINTENANCE AGREEMENT

WHEREAS, Marion Township, 2877 W. Coon Lake Road, Howell, Michigan 48843 (hereinafter referred to as the Township), is the owner of a public sanitary sewer collection system and a public water distribution system within the Township of Marion; and

WHEREAS, the City of Howell, a Michigan Municipal Corporation, located at 611 E. Grand River, Howell, Michigan 48843 (hereinafter referred to as the City), owns and maintains a public sanitary sewer treatment plant, a sanitary sewer collection system, a water treatment plant, and a water distribution system within the City of Howell; and

WHEREAS, the City and Township entered into a Wastewater Treatment Facilities Contract on July ____, 1997, wherein the City would accept sanitary sewage from the Township's sanitary sewer collection system; and

WHEREAS, the Township desires to enter into an agreement with the City for the maintenance of the Township's sanitary sewer collection system and its water distribution system;

NOW, THEREFORE, in consideration of the mutual covenants and agreements between them, the parties hereby agree as follows:

1. The parties hereby agree that the Wastewater Treatment Facilities Contract entered into between them on July ____, 1997, be and the same is hereby incorporated by reference as if fully set forth in all particulars, and all terms and conditions shall become a part of this agreement as that Agreement relates to the maintenance of the public sanitary sewer collection system of the Township by the City.

2. Definitions.

a. "Township Sanitary Sewer Collection System" shall mean the system of pipes, lift stations, fittings, valves, lines and all accessory equipment for the collection of sanitary sewage within the Township of Marion and including that portion of the sanitary sewer collection system in the City that is paid for by the Township and which is used to transport sewage from the Township to the City wastewater treatment facility.

b. "Township Water Distribution System" shall mean the system of pipes, lines, valves and hydrants, service connections, meters and other appurtenances owned by the Township

but shall not include public water wells, water treatment plant, elevated storage tanks, booster pumps, water system controls and other items which are operated and maintained by the Marion, Howell, Ocoola and Genoa Sewer and Water Authority. "Water Distribution System" shall not include private individual water systems, but shall include water meters connected to said water systems under the terms of the Wastewater Treatment Contract.

3. Under the terms of this agreement, the City shall provide the following services:

a. Sanitary sewer collection system maintenance including the following:

- 1) Routine operational checks of any lift stations;
- 2) All maintenance and repair, including emergency call out, on the township's sanitary sewer collection system;
- 3) All manpower, equipment and materials necessary for the maintenance and repair work;
- 4) The same level of service in the Township as it provides within the City;
- 5) Provide Miss Dig Services and will obtain all necessary permits required for maintenance and repair of the sanitary sewer collection system;
- 6) Service calls to residences and businesses to correct and repair sanitary sewer service problems as well as any problems involving water meters or other hardware/electrical items as they relate to the sanitary sewer collection system that are the responsibility of the Township;
- 7) Inspection of taps made to the Township's sanitary sewer collection system;
- 8) Development and administration of the Industrial Pretreatment Program in the Township.

b. Water distribution system maintenance including the following:

- 1) Perform all maintenance and repair, including emergency call out, on the water distribution system;
- 2) Provide all manpower, equipment and materials necessary for the maintenance and repair work;
- 3) The same level of service in the Township as it provides within the City;

- 4) Provide Miss Dig Services and will obtain all necessary permits required for maintenance and repair of the water distribution system;
 - 5) Service calls to residences and businesses to correct and repair water service problems as well as any problems involving water meters or other hardware/electrical items as they relate to the water distribution system that are the responsibility of the Township;
 - 6) Provide inspection of taps made to the Township's water distribution system;
 - 7) Handle requests for water turn-ons and turn-offs as well as requests for flushing of the water system;
 - 8) Handle maintenance and repair of fire hydrants;
 - 9) Handle monthly sampling requirements for the water distribution system.
- c. For work performed under this agreement, the procedure, processes and definitions will comply with the requirements indicated in Chapters 1040, 1042, 1043 and 1044 of the Howell City Code concerning water and sewer services.
4. Under the terms of this agreement, the Township shall be responsible for the following:
- a. The Township shall reimburse the City for all costs incurred in the maintenance of the Township's sanitary sewer collection system and water distribution system. These costs shall include all manpower, administration, equipment rental, supplies and materials costs, plus a fringe benefit amount computed at thirty three percent (33%) of manpower costs, plus an overhead amount computed at twenty percent (20%) of the total monthly incurred expenses, plus a premium amount computed at seven percent (7%) of the total monthly incurred expenses. The fringe benefit and overhead percentage amounts will change as the current City rate schedule changes.
 - b. The City shall submit a bill to the Township for maintenance services on a monthly basis. The Township shall make payment of this bill within thirty (30) days. Bills paid after thirty (30) days shall incur a 1% interest/penalty charge for each month or fraction thereof that payment is delayed.
 - c. The Township shall notify the City of any concerns or problems within forty-five (45) days of receiving a bill for services. Thereafter the bill shall stand as presented.

5. The City will maintain liability insurance coverage on its employees and the City for all work performed on the Township's sanitary sewer collection system and water distribution system. Said insurance shall name the Township as additional insured. Likewise, the Township shall name the City as additional insured on its liability insurance coverage.

6. Maintenance and Operations.

a. Maintenance and repair work performed under this agreement shall be performed in accordance with the regulations of the agencies having jurisdiction. The City shall comply with the regulations of the Livingston County Road Commission and the Michigan Department of Transportation for work performed within their respective right of ways.

b. The Township shall provide the City with operations, maintenance and parts data, as-built drawings, and other information as is available, relating to the Township's sanitary sewer collection system and water distribution system and their components.

c. In the event major maintenance or repairs to the sanitary sewer collection system or the water distribution system are necessary, which major maintenance or repairs may be beyond the normal capabilities of City forces due to the scope or nature of the work, then the Township reserves the right to make said maintenance or repairs separately from this agreement. If the Township elects to perform such maintenance or repairs, it shall promptly notify the City of its intent.

7. The City will keep detailed records of manpower, equipment and materials used to maintain the Township sanitary sewer collection system and water distribution system. These records will be included in the City's annual audit process. The Township on request will be given a reasonable opportunity to review the City's records concerning the maintenance of the Township's sanitary sewer collection system and water distribution system.

8. Indemnification.

a. The Township agrees to save harmless the City against and from any and all claims, costs, charges and expenses (including without limitation, fees and expenses of attorneys, expert witnesses and other consultants) which may be imposed against the City by reason of any of the following occurring during the term of this Contract:

- 1) Any negligent or tortious acts, errors or omissions of the Township or any of its personnel, employees, subcontractors, or consultants in the construction, operation, or maintenance of the Township sanitary sewer collection system and its water distribution system and associated facilities, notwithstanding any prior approval of the City of the plans and specifications relating to the construction of such systems and facilities and inspections conducted thereof by the City; and

- 2) Any failure by the Township or any of its personnel, employees, consultants, or subcontractors, to perform its obligations, either expressed or implied, under this Contract or any negligent or tortious acts, errors or omissions of the Township, its personnel, employees, consultants or subcontractors.

b. The City agrees to save harmless the Township against and from any and all claims, costs, charges and expenses (including without limitation, fees and expenses of attorneys, expert witnesses and other consultants) which may be imposed against the Township by reason of any of the following occurring during the term of this Contract:

- 1) Any negligent or tortious acts, errors or omissions of the City or any of its personnel, employees, subcontractors, or consultants in the construction, operation, or maintenance of the Township sanitary sewer system and its water distribution system and associated facilities, notwithstanding any prior approval of the Township of the plans and specifications relating to the construction of such systems and facilities and inspections conducted thereof by the Township; and
- 2) Any failure by the City or any of its personnel, employees, consultants, or subcontractors, to perform its obligations, either expressed or implied, under this Contract or any negligent or tortious acts, errors or omissions of the City, its personnel, employees, consultants or subcontractors.

9. This Agreement shall commence on the date hereto and shall run for three (3) years. Thereafter the contract shall continue from year to year until such time as either party shall provide one hundred eighty (180) days written notice of its intention to terminate said agreement. This agreement provides standing authorization by the Township to the City to proceed with the services described herein by whatever means the City shall deem appropriate, whenever such services are needed or scheduled by the City, except as provided herein. Authorizations and notifications made pursuant to this agreement shall be between the City Manager and the Township Supervisor or their designees.

IN WITNESS WHEREOF, the parties have set their hands and seals.

WITNESS:

CITY OF HOWELL

By: Paul B. Streng, Mayor

By: Rebecca J. Ruttan, Clerk

STATE OF MICHIGAN)
) ss
COUNTY OF LIVINGSTON)

The foregoing instrument was acknowledged before me a Notary Public in and for said County, on the _____ day of _____, 1997 by Paul B. Streng, Mayor of the City of Howell and Rebecca J. Ruttan, Clerk of the City of Howell.

Notary Public
Livingston County, Michigan
My commission expires _____

