

SANITARY SEWER SERVICE AGREEMENT

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2011, by and between \_\_\_\_\_ ("CUSTOMER") residing at \_\_\_\_\_, Washtenaw County, Michigan ZIP CODE, and the CITY OF ANN ARBOR, ("CITY") a Michigan municipal corporation, having a principal place of business at 301 East Huron Street, Ann Arbor, Washtenaw County, Michigan,

WITNESS:

The CUSTOMER(S) is(are) the owner(s) of the real property located at \_\_\_\_\_, Ann Arbor, Washtenaw County, Michigan (ZIP CODE). The property is not at this time within the corporate limits of the City of Ann Arbor. The property is described as follows:

PROPERTY DESCRIPTON, Twp Parcel ID #, \_\_\_\_\_ Township, Washtenaw County, Michigan

The Ann Arbor City Code and in particular Section 2:42.4 of Chapter 28 Title II prohibits the furnishing of sanitary sewer services outside CITY limits except under certain conditions. To comply with these conditions and to allow sanitary sewer services to be furnished to the property, the parties agree as follows:

1. The CITY shall furnish sanitary sewer services to the real property described above commencing on the \_\_\_\_\_ day of \_\_\_\_\_, 2011, or any day thereafter as requested by CUSTOMER.

2. The CUSTOMER shall pay sanitary sewer rates of two (2) times the rate for service in the CITY until annexation is completed, on which date a final bill will be rendered at the above rate.

3. The CUSTOMER shall pay the proportionate cost of mains furnishing the service, due and payable at the time of connection to the sanitary sewer system.

Sanitary: \$\_\_\_\_\_ (paid in full)

4. The CUSTOMER shall pay the sewer tap fee and connection permit charges specified in Chapter 28, Title II of the Ann Arbor CITY Code, due and payable at the time of connection to the sanitary sewer system.

5. The CUSTOMER shall pay to the CITY annually a sum equal to the CITY tax rate applied to the taxable value of the property serviced, the first payment to be due and payable by the 31st day of July following the first December 31st on which sanitary sewer collection and wastewater treatment services are provided, and each annual payment thereafter to be due and payable by the 31st day of July of each year until real property tax payments are due by addition to the CITY tax roll.

6. The unpaid charges shall be a lien on the property serviced pursuant to this Agreement. The CUSTOMER understands and agrees that prior to annexation of the serviced property to the CITY, the CITY may take whatever action is permitted to collect on said lien and accrued interest and penalties, including but not limited to an action to foreclose on the lien or other judicial action. Upon annexation of the serviced property to the CITY, the lien upon the serviced property shall become a lien of the same character and effect as the lien created for city taxes and shall include accrued interest and penalties.

7. The CUSTOMER shall annex the property to the CITY when it firsts becomes possible, and shall pursue annexation procedures promptly and diligently.

8. The CUSTOMER shall pay in full the following outstanding improvement charges before the CUSTOMER's the annexation of CUSTOMER's property is submitted to the Ann Arbor City Council for approval or within one (1) year after the date of CUSTOMER's signature on this agreement, whichever comes first:

*[if both water and sewer, include these charges only once]*

Storm Sewer: \$\_\_\_\_\_ if paid on or before December 31, \_\_\_\_; amount subject to cost forwarding after December 31, \_\_\_\_, pursuant to City Code Sec.

Sidewalk: \$\_\_\_\_\_ if paid on or before December 31, \_\_\_\_; amount subject to cost forwarding after December 31, \_\_\_\_, pursuant to City Code Sec.

9. Should the CUSTOMER fail to pursue annexation procedures promptly and diligently, or fail to pay all the amounts specified above, the CITY shall have the right to terminate service on thirty (30) days notice, which may be sent to the CUSTOMER by certified mail at the address of the property serviced.

10. Upon annexation of the property to the CITY, the rate shall revert to that paid by all CITY users of the sewer.

11. Prior to annexation of the property into the City, the CUSTOMER agrees to comply with all requirements of Chapter 28 and 29 of the Ann Arbor City Code and further agrees and accepts that all the powers, duties and responsibilities of the CITY in Chapter 28 and 29 apply to CUSTOMER's property as contractual obligations. Failure to comply with any conditions of Chapter 28 or 29 is a breach of contract for which the CITY shall assess \$300 as liquidated damages for each breach. These liquidated damages are for unquantifiable damages and are not intended nor do they preclude recovery for any actual damages that may be shown. Failure to pay the liquidated damages within 30 days of notice of assessment is a material breach of contract sufficient to permit immediate termination of service.

12. CUSTOMER agrees that the CITY may at reasonable times enter the property and buildings on the premises to enforce or investigate compliance

with any provisions of this agreement. Failure of CUSTOMER to provide entry is a material breach of the agreement.

13. This agreement shall run with the land and shall bind all heirs, administrators, successors or assignees of CUSTOMER.

14. CUSTOMER represents to the CITY and warrants that he/she is(are) sole title holder(s) in fee simple of the property to be served except for any mortgage, easements and deed restrictions of record and that CUSTOMER has the legal authority and capacity to enter into this agreement.

15. CUSTOMER agrees that the CITY provided CUSTOMER adequate time to seek the advice of an attorney and that CUSTOMER, voluntarily, wishes to proceed with the agreement whether or not that advice was obtained.

CUSTOMER:

\_\_\_\_\_

\_\_\_\_\_

STATE OF MICHIGAN  
COUNTY OF WASHTENAW

The foregoing instrument was acknowledged before me in \_\_\_\_\_  
County this \_\_\_\_\_ day of \_\_\_\_\_, 2011, by \_\_\_\_\_  
\_\_\_\_\_.

\_\_\_\_\_  
\_\_\_\_\_, Notary Public  
My Commission Expires: \_\_\_\_\_  
Washtenaw County, Michigan

CITY OF ANN ARBOR, a Michigan municipal corporation

By \_\_\_\_\_  
Tom Crawford, Interim City Administrator

STATE OF MICHIGAN  
COUNTY OF WASHTENAW

The foregoing instrument was acknowledged before me in Washtenaw County this \_\_\_\_ day of \_\_\_\_\_, 2011, by Tom Crawford, Interim City Administrator, of the City of Ann Arbor, a Michigan municipal corporation, on behalf of said corporation.

\_\_\_\_\_, Notary Public  
My Commission Expires: \_\_\_\_\_  
Washtenaw County, Michigan

Approved as to Substance:

Approved as to Form:

\_\_\_\_\_  
Sue F. McCormick, Administrator  
Public Services Area

\_\_\_\_\_  
Stephen K. Postema  
City Attorney

Prepared by and when Recorded Return to:  
City of Ann Arbor - Public Services Area  
Sue F. McCormick, Public Services Administrator  
P.O. Box 8647  
301 East Huron Street  
Ann Arbor, Michigan 48107-8647