



APPROVED

ACME TOWNSHIP SPECIAL BOARD MEETING
ACME TOWNSHIP HALL
6042 Acme Road, Williamsburg MI 49690
Thursday, February 22, 2018, 8:15 a.m.

CALL TO ORDER WITH PLEDGE OF ALLEGIANCE
ROLL CALL

Members present: J. Aukerman, C. Dye, D. Nelson, J. Zollinger
Members excused: A. Jenema, P. Scott, D. White
Staff present: None

A. LIMITED PUBLIC COMMENT:

East Bay Supervisor, Beth Friend, thanked the Board for having the meeting and the joint efforts to work on this issue.

B. APPROVAL OF AGENDA:

Motion by Nelson, seconded by Ackerman to approve agenda. Motion carried unanimously.

C. NEW BUSINESS:

1. Department of Treasury Grant Application Approval Joint Uses Sewer Acme and East Bay Townships, per joint uses agreement

Zollinger referred to the packet on the table showing the location of the project Pump Station No. 2 Force main rehabilitation. Aukerman spoke about cost and joint flow percentage, Acme Township is 51.2% and East Bay 48.8%. Approximate cost around 600 thousand dollars. Aukerman will be partnering with East Bay Supervisor, Beth Friend.

Motion by Aukerman, seconded by Nelson, to support applying for the Department of Treasury Grant Application for joint use sewer project between Acme and East Bay Township. Motion carried unanimously.

Motion by Nelson, seconded by Dye to approve Resolution R-2018-6 Approving Grant Application for the Michigan Department of Treasury Competitive grant assistance program in the East Bay & Acme Townships collaboration on Major Sewer System Rehabilitation. Motion carried unanimously by Nelson, Aukerman, Dye, Zollinger.

PUBLIC COMMENT & OTHER BUSINESS THAT MAY COME BEFORE THE BOARD: None

Adjourn at 8:36 a.m.



ACME TOWNSHIP **SPECIAL** BOARD MEETING
ACME TOWNSHIP HALL
6042 Acme Road, Williamsburg MI 49690
Thursday, February 22, 2018, 8:15 a.m.

GENERAL TOWNSHIP MEETING POLICIES

- A. All cell phones shall be switched to silent mode or turned off.
- B. Any person may make a video, audio or other record of this meeting. Standing equipment, records, or portable microphones must be located so as not to block audience view.

CALL TO ORDER WITH PLEDGE OF ALLEGIANCE
ROLL CALL

- A. **LIMITED PUBLIC COMMENT:**
Public Comment periods are provided at the beginning and end of each meeting agenda. Members of the public may address the Board regarding any subject of community interest during these periods. Comment during other portions of the agenda may or may not be entertained at the moderator's discretion.
- B. **APPROVAL OF AGENDA:**
- C. **NEW BUSINESS:**
 - 1. Department of Treasury Grant Application Approval Joint Uses Sewer Acme and East Bay Townships, per Joint Uses agreement.

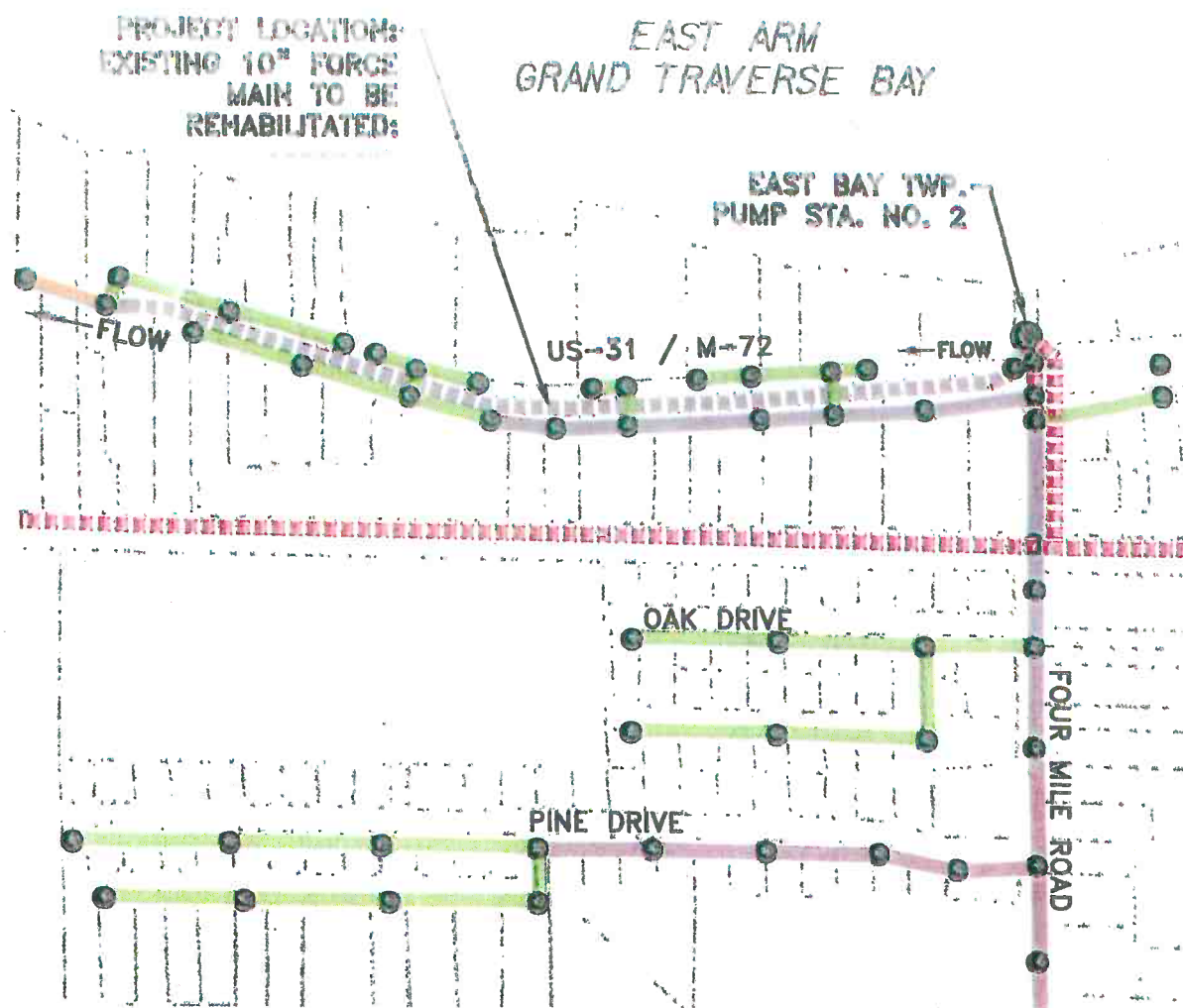
PUBLIC COMMENT & OTHER BUSINESS THAT MAY COME BEFORE THE BOARD:

ADJOURN

OWNER: EAST BAY CHARTER TOWNSHIP
 PROJECT: PUMP STATION NO. 2 FORCE
 MAIN REHABILITATION
 COUNTY: GRAND TRAVERSE COUNTY
 NEAREST INTERSECTION: FOUR MILE ROAD
 AND US-31
 PAGE: 2 OF 2

LEGEND

- 8" GRAVITY MAIN
- 10" GRAVITY MAIN
- 10" FORCE MAIN
- 12" GRAVITY MAIN
- 12" FORCE MAIN
- 14" FORCE MAIN
- 15" GRAVITY MAIN
- 18" GRAVITY MAIN



LOCATION MAP

NOT TO SCALE



**WADE
TRIM**

10850 East Traverse Highway, Suite 2280
 Traverse City, MI 49804
 231.947.7400/800.968.6650
 FAX: 231.946.1000

RESOLUTION OF THE ACME TOWNSHIP BOARD OF TRUSTEES

RESOLUTION # R-2018--

Special Board Meeting of the Township Trustees held, Date February 22, 2018

Resolution Approving Grant Application for the
Michigan Department of Treasury Competitive Grant Assistance Program
in the East Bay & Acme Townships Collaboration on Major Sewer System
Rehabilitation

At a special meeting of the Acme Township Board of Trustees, held on February 22, 2018, the Acme Township Board of Trustees, on a motion made by, _____ and seconded by _____ passed the following resolution,

Whereas, pursuant to the Sewer System Agreement between Acme and East Bay Townships, which sets forth the respective rights and obligations regarding the multiuser facilities which operate the transfer of wastewater from both townships to the Traverse City Wastewater Treatment Facility;

Whereas, the Department of Treasury has established and released a Competitive Grant Assistance Program with an application period of February 2, 2018 to March 2, 2018; and

Whereas, both Acme and East Bay Charter Townships seek to improve aged infrastructure that nears the end of its useful life; and

Whereas, the force main is a 2,700-foot stretch of 40-year-old ductile iron sewer pipe paralleling East Grand Traverse Bay; and

Whereas, in 2015 the force main experienced three breaks with repairs totaling six figures; and

Whereas, the townships seek to avoid a catastrophic failure caused by an aged-out sewer system infrastructure which may detrimentally affect the health, safety, and welfare of the Grand Traverse Bay; therefore, be it

Resolved by the Board of Trustees of Acme Township that:

1. The Board of Trustees wishes to partner with East Bay Charter Township in the rehabilitation of this key sewer infrastructure, ensuring reliable service to the system users and greater community.

Board members in attendance

Excused:

The following aye votes were recorded:

The following nay votes were recorded :0

Abstaining:

State of Michigan)

County of Grand Traverse)

I, Cathy Dye, Clerk of Acme Township, Michigan do hereby certify that the above is a true and correct copy of the resolution related to the agreement with the Michigan Departments of Natural Resources, which resolution was adopted by the Acme Township Board at a Special meeting held on FEBRUARY 22,2018.

Signature

Title

Date

**SEWER SYSTEM USAGE AGREEMENT BETWEEN
ACME TOWNSHIP AND EAST BAY TOWNSHIP**

This Agreement is made by and between Acme Township of 6042 Acme Township Road, Williamsburg, MI 49690 and the Charter Township of East Bay, of 1965 3 Mile Road North, Traverse City, MI 49686, each of which is a Michigan Municipal Corporation located in Grand Traverse County, Michigan.

WITNESSETH:

WHEREAS, in 1976, East Bay Township caused to be constructed a sanitary sewer system ("the "East Bay Sewer System") within East Bay Township for the transportation of sanitary waste to the Traverse City Regional Wastewater Treatment Plant ("Treatment Plant"); and

WHEREAS Acme Township utilizes East Bay Township's gravity sewers, pump stations, and force mains to get sewage to the Treatment Plant; and

WHEREAS East Bay Township utilizes Acme Township's gravity sewers to get sewage to the Treatment Plant; and

WHEREAS a multi-user facility is defined as a system component that is used by both East Bay and Acme Townships; and

WHEREAS, the multiuser facilities of the East Bay Sewer System is shown on the attached drawings labeled "Attachment 1" and "Attachment 2"; and

WHEREAS, the multiuser facilities of the Acme Sewer System is shown on the attached drawing labeled "Attachment 3"; and

WHEREAS, Acme Township has agreed to permit East Bay Township sewage to flow into the Acme System Components to the extent that Acme Township possesses unused capacity in its System Components, with both parties sharing the operation and maintenance costs of such jointly used facilities in proportion to their respective Contribution Percentage; and

WHEREAS East Bay Township has agreed to allow Acme Township sewage to flow into the East Bay System Components to the extent that East Bay Township possesses unused capacity in its System Components, with both parties sharing the operation and maintenance costs of such jointly used facilities in proportion to their respective Contribution Percentage; and

WHEREAS East Bay Township and Acme Township previously used gravity sanitary sewage flow meters without reliable or favorable results; and..

WHEREAS East Bay Township and Acme Township agree that charges for multiuser facility operation, maintenance, replacement and/or upgrades should be collected on a Residential Equivalent Unit (REU) basis as that term is hereinafter described (aka "benefits"); and

WHEREAS, Acme Township and East Bay Township desire to set forth in writing their respective rights and obligations with respect to the multiuser facilities, as defined above:

NOW THEREFORE, the parties agree as follows:

AGREEMENT

1. Baseline Numbers: A study completed in 2012 to determine the sanitary sewage flow contributions to East Bay Township Lift Station 2 by each Township shows that the flow is comprised of approximately 48.8% East Bay Township Flow and 51.8% Acme Township flow. Through this agreement, the Townships agree to set the Baseline Numbers observed in East Bay Township Lift Station #2 for year 2013 at 48.8% East Bay Township flow and 51.2% Acme Township flow, each represented by a REU flow contribution (based on 200 gallons per REU per day average) of:

Year 2013 East Bay Township REU's at East Bay Lift Station #2:	1,166 or 48.8%
Year 2013 Acme Township REU's at East Bay Lift Station #2:	1,222 or 51.2%

Acme Township Flow into East Bay Lift Station #2 comprises all of the Acme Township flow into the East Bay system and thus the Acme REU's listed above can be carried through the system.

Similarly, the Contribution Percentages for East Bay Lift Station #1 are:

Year 2013 East Bay Township REU's at East Bay Lift Station #1:	2,209 or 64.4%
Year 2013 Acme Township REU's at East Bay Lift Station #1:	1,222 or 35.6%

2. Adjustment of Baseline Numbers: In January of each year, the number of REU's approved by each Township in the preceding year will be added to the baseline numbers outlined above and a new Contribution Percentage will be determined. This new Contribution Percentage will then be used for billing purposes throughout the following year. At any time during the year, one of the two Townships can request a Contribution Percentage recalculation to be completed but only due to significant increases or decreases in REU's in either Township, provided that at no time will the REU's decrease below the Baseline Numbers.

3. Township's Right to Use: Acme Township and East Bay Township shall have the right to use the multiuser facilities to transport wastewater to the Treatment Plant. Acme Township and East Bay Township shall have the right to use available capacity of the East Bay Sewer System consistent with the Baseline Numbers.

4. Apportionment of Costs: Acme Township and East Bay Township shall share the costs for treatment, operation and maintenance, and depreciation of the multiuser facilities in proportion to the most recent Contribution Percentage calculation. Each month the operating entity of the sewer system will bill each Township based on its calculated Contribution Percentage. This bill will list the corresponding percentage of flow by each Township, the corresponding operation and maintenance costs, and the depreciation costs of the multiuser facilities. All payments shall be released from the operator to the respective Township once payment has been made. Depreciation costs will be based on the following service life of components:

Lift (or pump) stations, associated force mains and appurtenances, 20 years; Gravity sewer mains and manholes, 40 years.

5. Apportionment of Capital Improvements and Upgrades: The parties contemplate that capital improvements and upgrades to the system components collectively, "Capital Improvements" may be required from time to time for the continued operation of the system components. The parties agree that no Capital Improvements shall be undertaken or capital costs incurred by either Township without prior notification to the other Township. The Township requiring the need for the project/upgrade or replacement shall have responsibility for the funding/financing/design/construction of the project as outlined below unless the Townships agree on a different arrangement. If the project is being requested mutually between the two Townships, the Township in which the project is located shall have responsibility for the funding/financing/design/construction of the project as outlined below and the costs of such Capital Improvements shall be apportioned between the parties in accordance with the most recent calculated Contribution Percentage as outlined under Sections 1 and 2 of this agreement. If one Township is requesting the project (referred to as the Requesting Township) the cost of the Capital Improvement will be apportioned between the parties in accordance with the most recent calculated Contribution Percentage as outlined under Sections 1 and 2 of this agreement.

Prior to beginning a Capital Improvement, the responsible Township shall provide the other with an Engineer's Estimate of Project Cost Including general costs (based on a percent of construction) for engineering, legal and construction administration services. Within 30 days of completion of the Capital Improvement, the responsible Township shall provide the other with a written statement setting forth the cost of said Capital Improvement, the most recent calculated Contribution Percentage and each parties respective share of the cost of the Capital Improvement. In the event the other Township disagrees with the written statement, the Townships shall negotiate a resolution within 60 days of when the dispute is documented. Failure to reach a resolution within the 60 days shall cause the dispute to go to mediation in Grand Traverse County (in accordance with rules that are acceptable to both Townships). Mediation will begin no later than 90 days after the negotiation phase started and be completed within 60 days. If the dispute is still not resolved after the first two steps, the dispute may proceed to litigation.

The Township which is NOT responsible for the project shall pay its proportion of the capital cost of the foregoing, or any part thereof, in cash or in annual installments over a period of five (5) years or such other period as may be mutually agreed upon, which annual installments shall bear interest payable semi-annually at a mutually agreed upon rate of interest. Provided, that if such cost is financed by the sale of bonds the other Township shall have at least thirty (30) days before any principal and/or interest shall become due on such bonds, to pay that percentage thereof which represents the responsible Township's portion of the cost of the bond project. If such bonds are issued, then they will mature over a period of thirty (30) years or such other period as the parties may agree upon.

6. Determination of Amount of Wastewater Flowed by each Party: The parties to this agreement understand that accurate flow volume is difficult to obtain through gravity flow

channels. For this reason each party agrees to calculate the Contribution Percentage based on REU's as described in Section 1 of this Agreement.

7. Other Sources of Financing: The parties agree that the Township in which the project resides shall make application for, and shall take all steps reasonably necessary to qualify under any reasonably available Federal and State aid programs applicable to the maintenance, repair, expansion or replacement of the System Components, and shall utilize all funds received thereunder, if any, to reduce the cost of such activities unless otherwise agreed upon by the parties of this contract.

8. Modification of this Agreement: This Agreement may not be modified except in writing and signed by both parties including the annual calculation of the Contribution Percentage outlined in Section 1 of this agreement.

9. Term and Termination of Agreement: This Agreement may be terminated (1) upon the agreement of both parties, (2) if either party shall fail to observe or perform any obligation, covenant, condition, or agreement contained in this Agreement for a period of thirty (30) days after delivery to the party of notice of such default; provided, however, that if such default is of a nature that it cannot reasonably be cured within thirty (30) days after notice, then the party shall have such additional time as may be reasonably necessary to remedy such default before any remedy can be enforced, provided that the defaulting party shall have reasonably commenced such cure during such thirty (30) day period and, thereafter, diligently pursued such cure to completion, or (3) if the parties are unable to negotiate a mutually acceptable modification, pursuant to Section 8 above, after each party has made a good faith effort to do so. In negotiating any extension of this agreement, or modifications and amendments thereto, due consideration shall be given to the then present value of the contributions theretofore made by the parties to the System Components.

For any multi-user facility that was not constructed under this agreement or previous multi-user facility agreements, if one party wishes to terminate this agreement, the entity requesting termination shall pay for the depreciation costs to the other party for any multi-user facility located in the remaining party's jurisdiction. Depreciation shall be calculated by taking the project cost when the project was completed including engineering, legal and all other administrative costs, and spreading this cost over the time frames noted in Section 4 of this agreement. The party wishing to terminate will then pay the calculated depreciation amount based on the Contribution Percentage at the time of agreement termination.

10. Nonassignability: Neither this agreement nor any part of it shall be assigned by either party without the prior written consent of the other party. The consent may be withheld at either party's sole discretion. No assignment of this Agreement shall be effective until the permitted assignee executes this Agreement as a party hereto with all the rights and obligations under this Agreement.

11: Binding Effect: The terms and provisions of this agreement are binding on and shall insure to the benefit of the parties and their respective heirs, representatives, successors,

and permitted assigns.

12. Governing Law: This agreement shall be governed by and enforced in accordance with the laws of the State of Michigan.

13. Entire Agreement; Amendments: This agreement contains the entire agreement and represents the complete understanding of the parties with respect to the subject matter contained in this agreement, and all prior agreements or understandings of the parties are revoked. This agreement may be amended or terminated only by a written instrument executed by Acme Township and the Charter Township of East Bay. There are no agreements, restrictions, promises, warranties, covenants, or other undertakings regarding the subject matter hereof other than those expressly set forth in this Agreement. This Agreement supersedes and replaces in full any prior the Wastewater Treatment Agreement between Acme Township and the Charter Township of East Bay and any other wastewater or sewage agreement between same Townships.

14. Notices: Any notice that either party may give or is required to be given under this Agreement shall be in writing and, if mailed, be effective three days after being sent by first class mail, postage prepaid, addressed to the other party at the other party's address set forth in this Agreement or at any other address that the other party provides in writing. Notice is sufficient and legally binding if the other party receives actual notice.

15. Requisite Approval: Each party agrees that it has held, or shall hold, any hearing of meeting (in compliance with any applicable State or local law) that the party deems necessary to approve the party's participation in, and execution of, this Agreement.

16. Effective Date: This Agreement shall be effective on the latest date this contract is signed.

SIGNATURES ON NEXT PAGE

IN WITNESS WHEREOF, the Townships have executed this Agreement.

ACME TOWNSHIP

By: [Signature]
Its: Supervisor

Date: 8/1/2013

By: [Signature]

Its: Clerk

Date: 8/1/2013

CHARTER TOWNSHIP OF EAST BAY

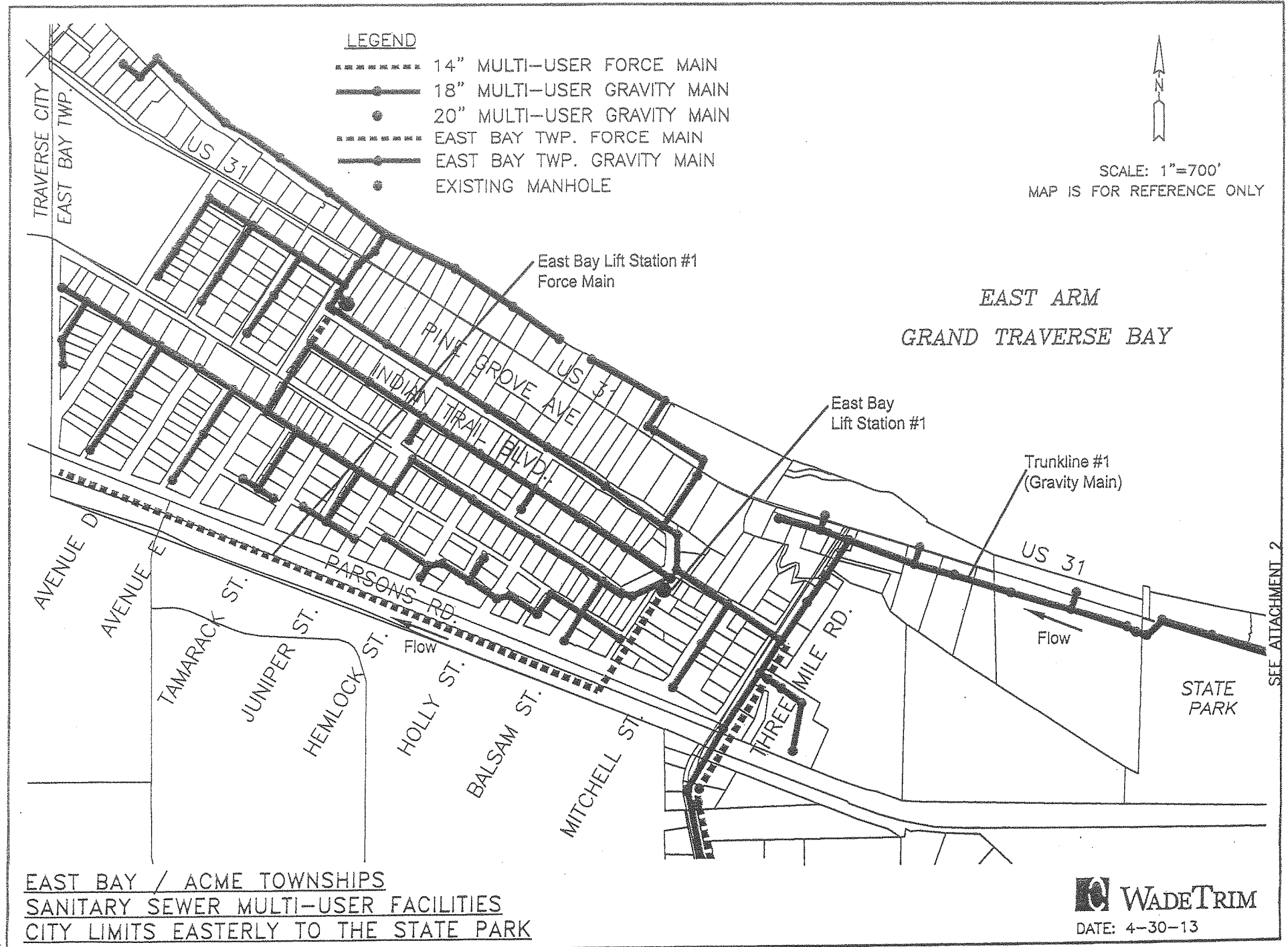
By: [Signature]
Its: Supervisor

Date: 8-13-13

By: [Signature]

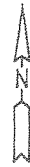
Its: Clerk

Date: 8/13/13



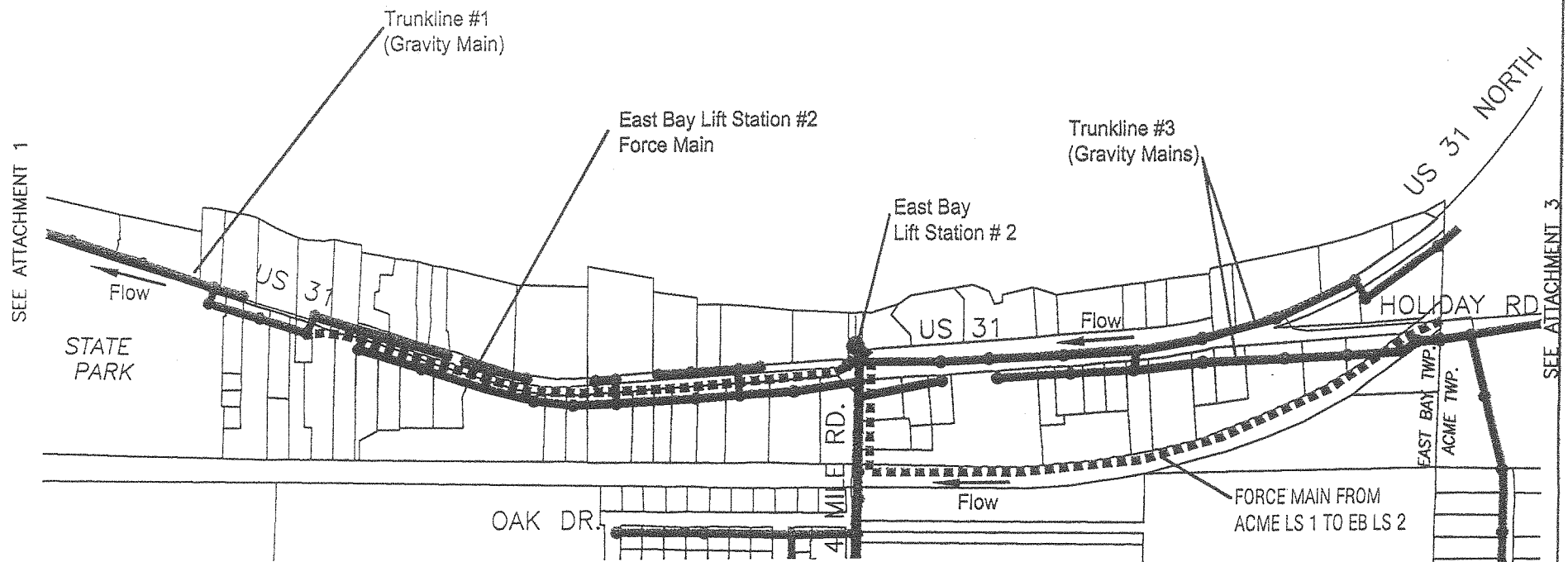
LEGEND

- 8" MULTI-USER GRAVITY MAIN
- 10" MULTI-USER GRAVITY MAIN
- - - - - 10" MULTI-USER FORCE MAIN
- - - - - 12" ACME TWP. FORCE MAIN
- 15" MULTI-USER GRAVITY MAIN
- 18" MULTI-USER GRAVITY MAIN
- EAST BAY OR ACME TWP. GRAVITY MAIN
- EXISTING MANHOLE









SCALE: 1"=700'
MAP IS FOR REFERENCE ONLY

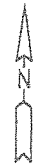
*EAST ARM
GRAND TRAVERSE BAY*



EAST BAY / ACME TOWNSHIPS
SANITARY SEWER MULTI-USER FACILITIES
STATE PARK EASTERLY TO ACME TWP.

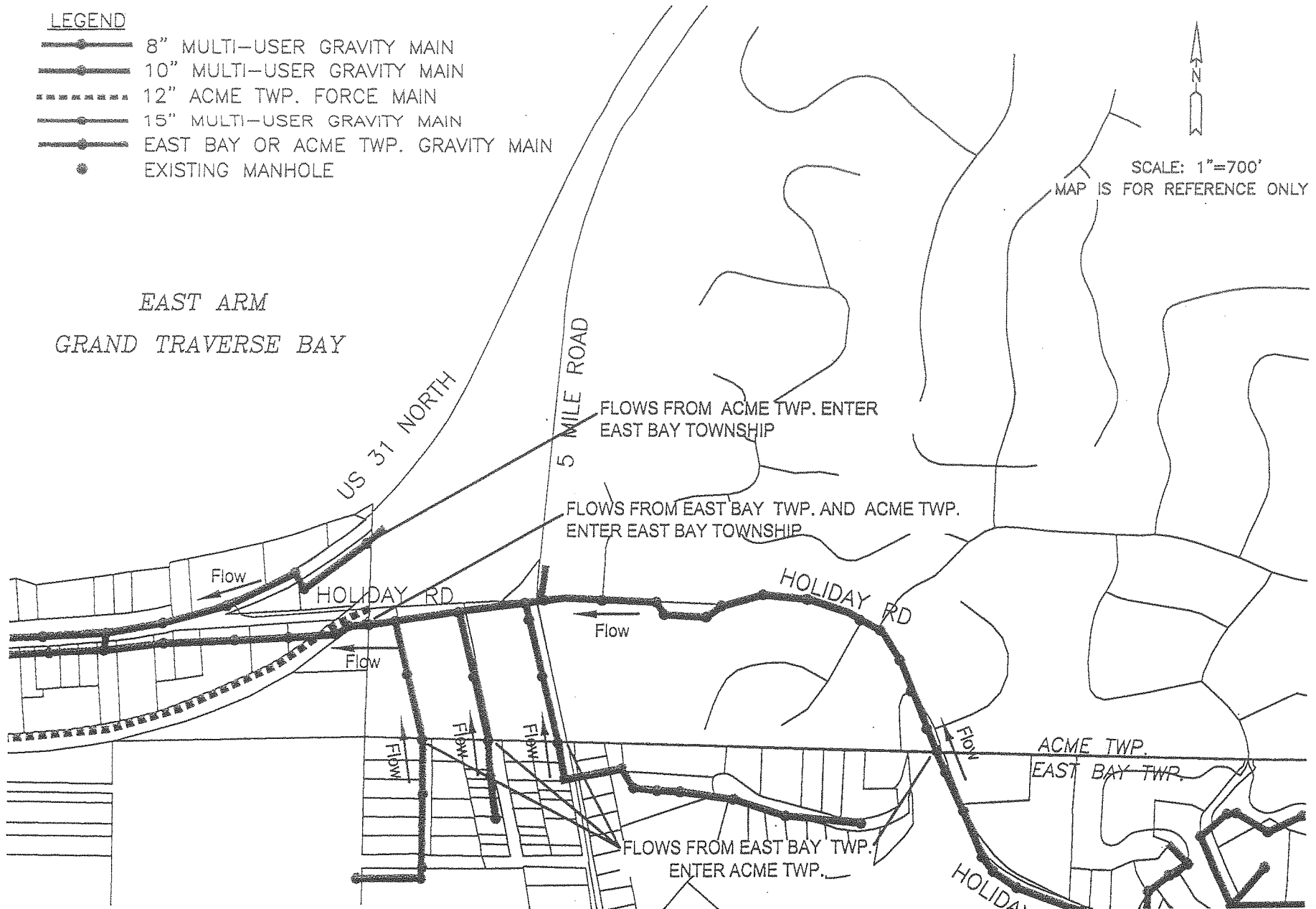
LEGEND

-  8" MULTI-USER GRAVITY MAIN
-  10" MULTI-USER GRAVITY MAIN
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-  15" MULTI-USER GRAVITY MAIN
-  EAST BAY OR ACME TWP. GRAVITY MAIN
-  EXISTING MANHOLE



SCALE: 1"=700'
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EAST ARM
GRAND TRAVERSE BAY



EAST BAY / ACME TOWNSHIPS
SANITARY SEWER MULTI-USER FACILITIES
ACME TOWNSHIP

 **WADETRIM**

DATE: 4-30-13