

Office of Superintendent



SALINE
AREA SCHOOLS

Liberty School
7265 North Ann Arbor Street
Saline MI 48176
Phone: 734.401.4001
Fax: 734.401.4099

February 17, 2021

Mandy Grewal
Supervisor
Pittsfield Charter Township
6201 W. Michigan Avenue
Ann Arbor, MI 48108

Dear Mandy:

Saline Area Schools is requesting an extension for the approved hook-up for water/sewer to the baseball facility at Saline High School.

As we have had further discussion in the District regarding longer-term facility planning, we have determined that we want to make the baseball facility remodeling part of this longer-term vision. Therefore, we are not prepared to move on the water/sewer hook-up at this time.

Could Saline Area Schools have an extension up to the 2025/26 school year for the water/sewer hook-up? Thank you for your consideration.

Sincerely,

Stephen D. Laatsch, Ph.D
Interim Superintendent
Saline Area Schools

SDL:bj



Pittsfield Charter Township

6201 West Michigan Avenue, Ann Arbor, MI 48108
Phone: (734) 822-3105 • Fax: (734) 944-1103
Website: www.pittsfield-mi.gov

Mandy Grewal, Supervisor

SCHOOL PROPERTY UTILITY SERVICE AGREEMENT

This School Property Utility Service Agreement (the "Agreement") is made as of _____, 2021, between the City of Saline, a Michigan municipal corporation with a principal address of 100 N. Harris, Saline, MI 48176 (the "City"), Saline Area Schools, a Michigan school district with a principal address of 7265 North Ann Arbor Street, Saline, MI 48176 ("SAS") and, Pittsfield Charter Township, a Michigan municipal corporation with a principal address of 6201 W. Michigan Avenue, Ann Arbor, MI 48108 (the "Township").

RECITALS

- A. SAS owns real property in the Township located at 1416 Campus Pkwy, Saline, MI 48176, as more particularly described on the attached **Exhibit A** (the "Property").
- B. SAS wishes to hookup an existing 20'x30' concession/storage/restroom building (the "Building") on the Property to water and sewer.
- C. SAS finds that Township water and sewer services are currently not feasible in the area where the Building is located on the Property and has requested that the City provide water and sewer services.
- D. The City finds that SAS, being a public school district, is uniquely situated from other entities located outside of City limits and that providing SAS with more affordable water and sewer service advances public policy by reducing costs to the school district and allows SAS to provide more efficient public services which lessens the burden on taxpayers.
- E. On October 9, 2019, the Township adopted Resolution #19-49 "A Resolution Granting the Saline Area Schools a Variance from the Requirements of the Pittsfield Charter Township Water and Sewerage Ordinance" attached hereto as **Exhibit B** (the "Resolution") allowing for a connection to City water and sewer services subject to certain conditions and as described in this Agreement.
- F. The City is amenable to accommodating SAS's request, and the Township is amendable to granting the City evocable consent to provide the requested services, in accordance with the terms and conditions of this Agreement.

TERMS AND CONDITIONS

In exchange for the consideration in and referred to by this Agreement, the parties agree:

1. **Proposed Improvements.** The general location of infrastructure that SAS is to install in order to be served by City water and sewer service (including any lines, pipes, pumps, valves, chambers, and related appurtenances needed to connect to and receive service from the City's water and sewer systems) (the "Improvements") is attached as **Exhibit C**. SAS shall, at its sole cost, construct and install the Improvements in accordance with Exhibit C, and shall not modify the Improvements or construct and install additional Improvements without the prior written approval of the City. The actual location of connection and Improvement plan shall be approved by the City prior to installation of the Improvements.
 2. **Construction.** SAS shall be responsible for all costs whatsoever associated with constructing and installing the Improvements, including road repair and replacement if roads are disturbed. SAS shall comply with all applicable City ordinances and construction standards, applicable state and federal laws, rules and regulations, applicable permits, and other approvals. Upon completion of construction and the City's inspection and approval, SAS shall submit "as built" drawings to the City illustrating the location of the Improvements as constructed.
-

3. Connection. SAS shall make physical connection to the City's water and sewer systems upon completion of the Improvements and SAS shall pay all applicable fees and charges in accordance with applicable City ordinances, resolutions, rules, regulations, and policies in effect on the date of this Agreement. It is specifically recognized by the parties that the applicable rate for connection to and use of the system shall be three times the rate charged to those that are contained within the jurisdictional boundaries of the City. SAS's connection shall be subject to the City's inspection and approval. SAS's water connection fee shall depend on the size of the meter installed which size will be at the sole discretion of the City. SAS shall not cut the street to make the connection and shall be required to use the existing sanitary lead just south of 1371 Industrial Drive or bore under the roadway for the sanitary sewer connection. In addition to the above, SAS shall be required to install a water shutoff in the Industrial ROW of a design approved by the City.

4. Ownership and Maintenance. SAS shall retain ownership of the Improvements and shall be solely responsible for maintaining the Improvements and ensuring their proper function.

5. Compliance with Applicable Regulations. SAS's use of the City's water and sewer systems is conditional upon compliance with all applicable City ordinances, rules, regulations, and policies pertaining to use of and connection to the water and sewer systems, as well as applicable state and federal laws, rules and regulations, and applicable permits, certifications, and approvals (the "Applicable Regulations"). The City shall have the right to inspect the Property in the same manner as for properties receiving water and sewer services within the jurisdictional boundaries of the City, and may discontinue water and sewer service to the Property for any violation of the Applicable Regulations.

6. Rates, Fees, and Charges. The City shall charge and SAS shall timely pay (*i.e.* before the date on which payment can be made without penalties or interest) all rates, fees and charges provided in the Applicable Regulations or by Resolution of the City Council, which shall be a lien on the Property and shall be collected as provided by law. As stated above, it is specifically recognized by the parties that the applicable rate for connection to and use of the system shall be three times the rate charged to those that are contained within the jurisdictional boundaries of the City.

7. Service Interruptions. The City cannot guarantee uninterrupted water and sewer services to the Property. Indeed, periodic interruptions may occur. This Agreement does not provide SAS any rights to continuous water or sewer services or any cause of action for damages as a result of any periodic interruption.

8. Township Ordinances. The Township shall retain jurisdiction to enforce its zoning ordinance, the Michigan Construction Code, and all other Township ordinances on the Property.

9. Protection of Roadways. SAS shall not disturb the roadway in connection with this Agreement. The City shall not provide water or sewer services to the Property until SAS has repaired or replaced any inadvertently damaged or disturbed roadways and any sidewalk or grass in connection with the Improvements or the surrounding areas at SAS's sole cost. The City shall inspect for such damage prior to connecting the Property to the City's water and sewer systems.

10. Township's Consent. This Agreement and the Resolution serves as the Township's revocable consent for the City to use the Township's property and to provide water and sewer services to the Property.

11. Loss Payment (Indemnification). SAS shall hold the City and the Township (defined for purposes of this paragraph to include their respective officers and employees) harmless from, defend them against (with legal counsel reasonably acceptable to them), and pay for any loss paid or owed by them arising from SAS's use, construction, or installation of the Improvements. "Loss" means a monetary amount paid or owed for any reason, including for example: judgments, settlements, fines, replacement costs, staff compensation, decreases in property value, and expenses incurred in defending a legal claim.

12. Termination. This Agreement may be terminated as follows:

- a. SAS may terminate this Agreement at any time, and upon such termination the City may immediately discontinue water and sewer services to the Property.
- b. The City may terminate this Agreement if SAS violates the Applicable Regulations.

- c. The Township may revoke the consent granted in this Agreement at any time, including but not limited to such time when the Township makes water and sewer service available to the Property through its own water and sewer systems. Upon revocation of the consent, the City shall disconnect the Improvements from its water and sewer system and cease providing water and sewer services to the Property. If the Township revokes this Agreement, the Township shall pay for disconnection and any costs related thereto.

13. Successors and Assigns. The terms of this Agreement shall be binding upon the parties' successors and assigns.

14. Miscellaneous. This Agreement constitutes the entire Agreement among the parties. No oral or written prior or contemporaneous agreement shall have any force or effect nor shall any subsequent agreements have any force or effect unless made in writing and signed by the parties. This Agreement shall be governed by the laws of the State of Michigan. The captions of this Agreement shall not be considered as part of this Agreement but shall be considered as descriptive only. The recitals however are an integral part of this Agreement.

The parties have caused this Agreement to be executed as of the date first written above.

CITY OF SALINE

By: _____
Brian Marl, Mayor

By: _____
Terri Royal, Clerk

STATE OF MICHIGAN
COUNTY OF WASHTENAW

On _____, 2020, Brian Marl and Terri Royal, personally known to me as the Mayor and Clerk of the City of Saline, appeared before me and acknowledged their signatures on this document.

Notary Public, _____ County, Michigan
My Commission expires: _____
Acting in Washtenaw County, Michigan

SALINE AREA SCHOOLS

By: _____
Scot A. Graden, Superintendent

STATE OF MICHIGAN
COUNTY OF _____

On _____, 2020, Scot A. Graden appeared before me, presented a valid photograph identification, and acknowledged signature on this document.

Notary Public, _____ County, Michigan
My Commission expires: _____
Acting in _____ County, Michigan

PITTSFIELD TOWNSHIP

By: _____
Mandy Grewal, Supervisor

By: _____
Michelle L. Anzaldi, Clerk

STATE OF MICHIGAN
COUNTY OF WASHTENAW

On _____, 2020, Mandy Grewal and Michelle L. Anzaldi, personally known to me as the Supervisor and Clerk of Pittsfield Township, appeared before me and acknowledged their signatures on this document.

Notary Public, _____ County, Michigan
My Commission expires: _____
Acting in Washtenaw County, Michigan

Exempt from transfer taxes because this document does not convey any interest in any real property

Prepared by:

Thomas H. Forshee
Dickinson Wright PLLC
200 Ottawa Ave. NW, Suite 1000
Grand Rapids, MI 49503

When recorded return to:

Terri Royal, City Clerk
City of Saline
100 N. Harris St.
Saline, MI 48176

Exhibit A
to Agreement

Property Description

Parcel Number: L-12-29-300-004

1416 Campus Parkway, Saline MI 48176

*Old SID - L 12-029-013-00 PI 29-11 SW 1/4 OF SW 1/4 SEC. 29 T3S R6E
40.00 AC



Exhibit B
to Agreement

**PITTSFIELD CHARTER TOWNSHIP
WASHTENAW COUNTY, MICHIGAN
RES #19-49**

**A RESOLUTION GRANTING THE SALINE AREA SCHOOLS A VARIANCE
FROM THE REQUIRMENTS OF THE PITTSFIELD CHARTER TOWNSHIP
WATER AND SEWERAGE ORDINANCE**

October 9, 2019

At a Regular Meeting of the Township Board for Pittsfield Charter Township, Washtenaw County, Michigan, held at the Pittsfield Township Administration Building, located at 6201 W. Michigan Avenue, in said Township on the 9th day of October, 2019 at 6:30pm.

Present: Grewal, Anzaldi, Scribner, Edwards-Brown, Krone, Ralph
Absent: Jaffer

The following preamble and resolution were offered by Trustee Edwards-Brown and supported by Treasurer Scribner.

WHEREAS, Pittsfield Charter Township regulates the provision of municipal water and sewer through Chapter 36 of the Pittsfield Charter Township Code of Ordinances; and

WHEREAS, the Code of Ordinances requires that all connections to water and sewer systems be through the Township system; and

WHEREAS, the Saline Area Schools ("SAS") wish to provide water and sewer to buildings at some of its athletic fields at Campus Parkway and Industrial Dr., specifically to provide for restroom and concession amenities.; and

WHEREAS, these athletic fields have previously not been connected to Pittsfield Township's water and sewer services because it has been and continues to be cost prohibitive to do so; and

WHEREAS, these athletic fields are also in close proximity of existing water and sewer facilities owned and operated by the City of Saline; and

WHEREAS, granting a variance from the requirements of the ordinance and allowing the Saline Area Schools to connect to City of Saline water and sewer facilities would benefit many residents of Pittsfield Charter Township and would not have a detrimental affect on the operation of Township facilities; and

WHEREAS, granting this variance will merely allow for a point-to-point service from the City of Saline's water and sewer connection on Industrial Dr. to the concession and restroom facilities at the SAS athletic fields without comprising Pittsfield Township's water and sewer capacity either currently or in the future;

NOW THEREFORE BE IT RESOLVED, that the Pittsfield Charter Township Board of Trustees grants the Saline Area Schools a variance to certain requirements of the Township Code regulating water and sewer connections as set forth below:

1. The Saline Area Schools may connect only those structures depicted on the attached Exhibit A to the City of Saline water and sewer systems as approved by the Director of Utilities and Municipal Services.
2. The Saline Area Schools shall disconnect from the Saline facilities and connect to Township lines when Township lines are within 200 feet of the buildings served by the Saline system.
3. Maintenance and ownership of the lines servicing the SAS buildings shall be the responsibility of the Saline Area Schools.
4. Any expenses incurred by the Township effecting this resolution shall be reimbursed by the Saline Area Schools.

BE IT FURTHER RESOLVED, that the Supervisor and Clerk are authorized to execute any documents or agreements necessary to implement this resolution.

ROLL CALL VOTE:

AYES: Grewal, Anzaldi, Scribner, Edwards-Brown, Krone, Ralph
NAYS: None
ABSENT: Jaffer
ABSTAIN: None

RESOLUTION DECLARED ADOPTED.

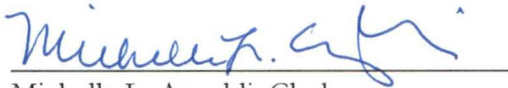


Mandy Grewal, Supervisor
Pittsfield Charter Township

DATED: October 11, 2019

CERTIFICATE

I, Michelle L. Anzaldi, hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Township Board of Pittsfield Charter Township, County of Washtenaw, State of Michigan, at a Regular Meeting held on October 9, 2019, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.



Michelle L. Anzaldi, Clerk
Pittsfield Charter Township

DATED: October 11, 2019

Exhibit A to Resolution #19-49



Office of Superintendent

September 6, 2019

Ms. Mandy Grewal
Pittsfield Township Supervisor
6201 West Michigan Avenue
Ann Arbor, MI 48108

Dear Supervisor Grewal:

Thank you for meeting with me on our athletic campus off of Campus Parkway on August 27th. It was great to be able to share with you the status of the concession/storage building between the current Varsity Baseball and Varsity Softball Fields. The building is 20' x 30' and is designed for storage, concessions, and two single stall bathrooms (see attachment). Currently the building, built in 2016, has electricity but no water/sewer.

In terms of usage, the site is used from March-June for five teams (Varsity/Junior Varsity/9th Baseball and Varsity/Junior Varsity Softball). The five teams play approximately 100 home games combined each season. The site is also rented for tournaments in the summer (July-August).

As we discussed due to site limitations and proximity, access to the Pittsfield Township water and sewer system is not feasible from a cost standpoint. We have identified the City of Saline water/sewer proximity (570') along Industrial Drive as a feasible option from a cost perspective. We estimate it to be 75% less costly to get to that system for this building.

I would like to request permission to pursue connecting to the City of Saline water/sewer. The sole purpose would be for the existing building.

Please let me know the next steps for Saline Area Schools to pursue this option.

Sincerely,



Scot A. Graden
Superintendent
Saline Area Schools

xc: T. Campbell, R. Clary, B. Marl, A. Parrish, Board of Education



SALINE
AREA SCHOOLS

Liberty School

7265 Saline-Ann Arbor Road

Saline, MI 48176-1168

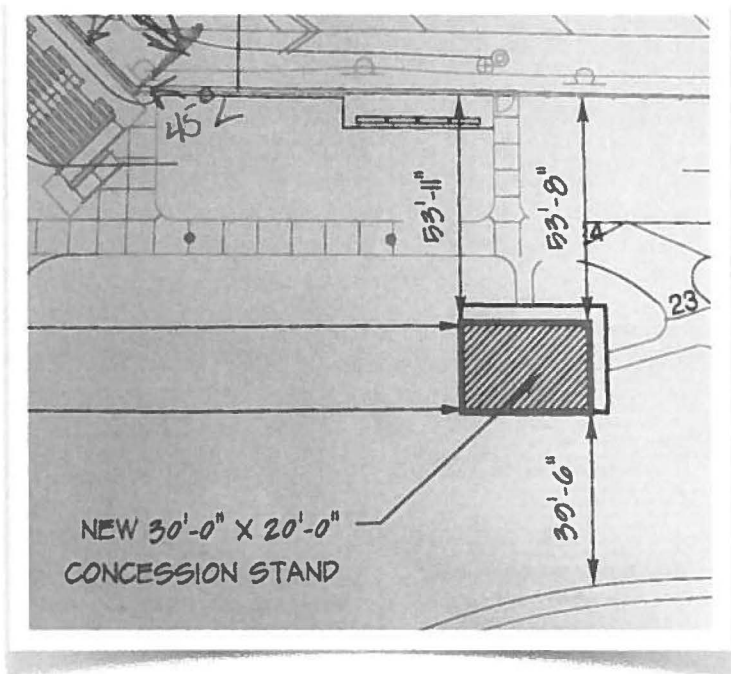
Phone: 734/401-4000

Fax: 734/401-4098

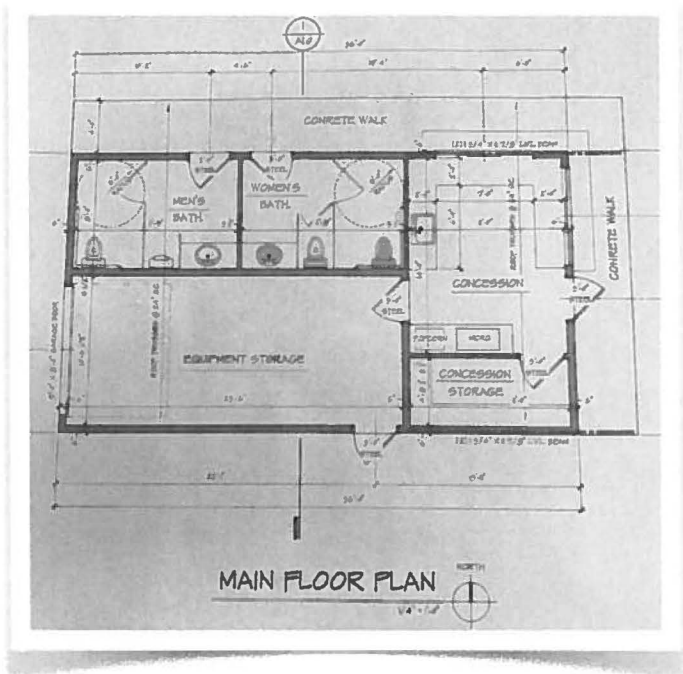
RECEIVED
SEP 11 2019

BY:

EXHIBIT C
to Agreement



Location



Floor Plan