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Anthony Noble, Clerk
Mike Roman, Treasurer



Trustees
Scott Ruggles
Liz Fessler Smith
Andrea C. Voorheis
Michael Powell

WHITE LAKE TOWNSHIP DEPARTMENT OF PUBLIC SERVICES

7525 Highland Road, White Lake, Michigan 48383-2900, (248) 698-7700, www.whitelaketwp.com

January 9, 2023

Honorable Board of Trustees
Charter Township of White Lake
7525 Highland Road
White Lake, MI 48383

Re: Deferral of Sanitary Sewer Ordinance 38-514

Honorable Board of Trustees,

The homeowner(s) of 836 S. Williams Lake Rd wish to connect the home to the Township sanitary system. Per sanitary ordinance 38-514 the owners would be required to extend the sewer main across their frontage to make available for future connections.

The home at 836 S. Williams Lake Rd. is a single-family residence that sits on an approx. 2-acre parcel that could be subdivided or redeveloped in the future. The surrounding White Lake parcels are already serviced by Township sewer with the exception of a stormwater basin/park owned by Autumn Glenn subdivision. On the Waterford side there is Hess-Hathaway Park which is deed restricted to remain a Township park to never be developed.

Section 38-514 provides: "Where property is to be connected to the sanitary sewer system, and the sanitary sewer system does not extend the full width of the owner's property, the property owner shall be responsible for extending the sanitary sewer system at the owner's cost across the entire width of such owner's property, so as to allow further extension of the sewer system to adjoining properties."

Since there are no adjoining properties that would utilize the extension to connect to the sanitary sewer system now or in the foreseeable future, it is my opinion that application of section 38-514 of the ordinance in this case would not be in the best interest of the Township and is inconsistent with the Master Plan for the Sanitary System. Therefore, I suggest the Township enter into a deferral agreement with this property owner requiring the extension in accordance with section 38-514 if and when the property is divided, redeveloped or in the event an adjoining property would utilize the extension to connect to the sanitary sewer system.

I request the Board of Trustees approve a deferral of Sanitary Sewer Ord. Sec. 38-514 to be drafted by the Township Attorney and executed by the Township Supervisor.

Please contact my office at 248-698-7700 if you have any questions.

Sincerely,

A handwritten signature in black ink that reads "Aaron Potter". The signature is written in a cursive style.

Aaron Potter
Director, Department of Public Services
Charter Township of White Lake

AGREEMENT FOR DEFERRAL OF SEWER EXTENTION REQUIREMENT

This Agreement is made this ____ day of _____, 2023, by the Charter Township of White Lake (“Township”), a Michigan municipal corporation, of 7525 Highland Road, White Lake, Michigan 48383 and the Sandra Hagman Trust of 836 South Williams Lake Road, White Lake, Michigan 48386 (collectively referred to as the “Homeowner”).

RECITALS

WHEREAS, Homeowner holds fee simple title to an approximate 2-acre parcel of real property in the Township commonly known as 836 South Williams Lake Road, White Lake, Michigan 48386, as more particularly described on Exhibit A (the “Property”); and

WHEREAS, while the Property may be divided and redeveloped in the future, currently the Property has one Parcel ID and has one existing single-family residential structure that is serviced by a septic system; and

WHEREAS, the septic system servicing the single-family residential structure on the Property has failed and the Homeowner desires to connect the existing residential structure to the available public sanitary sewer system; and

WHEREAS, Chapter 38, Section 38-514 of the Township’s Code of Ordinances provides: “where property is to be connected to the sanitary sewer system, and the sanitary sewer system does not extend the full width of the owner's property, the property owner shall be responsible for extending the sanitary sewer system at the owner's cost across the entire width of such owner's property, so as to allow further extension of the sewer system to adjoining properties.”; and

WHEREAS, the Township’s Department of Public Services (“DPS”) reviewed the location of the Property, the adjoining properties, and determined that the adjoining properties are already connected to the sanitary sewer system and, as such, would not be serviced by an extension of the sanitary sewer system along the full width of the Property; and

WHEREAS, DPS determined that the extension of the sanitary sewer system along the full width of the Property is contrary to the overall design of the sanitary sewer system and is inconsistent with the Township’s Sanitary System Master Plan; and

WHEREAS, DPS determined that it is in the best interest of the Township to defer the requirement of 38-514 to extend the sanitary sewer system along the full width of the Property

unless and until the parcel is divided or redeveloped, or for any other reason if the Township determines in its sole discretion that the extension is in the best interest of the Township; and

WHEREAS, Homeowner desires to connect the Property to the existing sanitary sewer system along South Williams Lake Road, without extension at this time, with the understanding that Homeowner will be required to extend the sanitary sewer system the full width of the Property and in accordance with Section 38-514 in the event the Property is divided or redeveloped, or if the Township determines in its sole discretion that the extension is in the best interest of the Township.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Homeowner shall immediately connect the single-family structure on the Property to the available public sewer system along South Williams Lake Road at Homeowner's sole cost and expense. Homeowner is required to pay all fees, costs and charges for connection to and use of the public sewer system supplying sewer services to the Property, and for any charges for plumbing or other related appurtenances, in accordance with all applicable Township Ordinances.

2. Homeowner is not required to extend the sanitary sewer system across the entire width of the Property unless and until the Property is divided or redeveloped, or if the Township determines in its sole discretion that the extension is in the best interest of the Township.

3. Homeowner acknowledges and agrees that Homeowner has had the opportunity to consult with legal counsel regarding this Agreement. Accordingly, the terms of this Agreement shall not be construed against the Township because the Township drafted the Agreement or construed in favor of the Homeowner because the Homeowner failed to understand the legal effect of the provisions of this Agreement.

4. Homeowner has executed this Agreement as a free and voluntary act without duress, coercion or undue influence exerted by or on behalf of the Township.

5. This Agreement shall apply to and bind the heirs, personal representatives, administrators, successors and assigns of the parties.

6. The recitals set forth in this Agreement are integral and shall be considered part of this Agreement as if fully set forth as numbered paragraphs in this Agreement.

7. The failure to exercise, or delay in exercising, any power or right under this Agreement shall not operate as a waiver, nor shall any single or partial exercise of any such right or power preclude any other or further exercise thereof or the exercise of remedies otherwise available in equity or law.

8. This Agreement shall not be construed for or against either of the parties and the parties agree that it shall be deemed to have been drafted by both parties.

9. This Agreement shall be recorded at the office of the Oakland County Register of Deeds.

10. This represents the entire agreement between the parties and cannot be modified or amended except in writing signed by the parties.

11. This Agreement is enforceable in the Oakland County Circuit Court. The validity, construction, interpretation, and administration of this Agreement are governed by the laws of the State of Michigan.

HOMEOWNER

Dated: _____, 20__

By:

Dated: _____, 20__

By:

STATE OF MICHIGAN)
) ss
COUNTY OF _____)

On this __ day of _____, 20__, before me a Notary Public in and for said County, personally appeared the above-named _____ and _____, Homeowner, 836 South Williams Lake Road, White Lake, Michigan 48386 and made oath that they have read the foregoing Agreement and acknowledged the same to be their free act and deed.

_____, Notary Public
County of _____, State of Michigan
My commission expires: _____
Acting in _____ County

Charter Township of White Lake

Dated: _____, 20__

By: Rik Kowall
Its: Supervisor

STATE OF MICHIGAN)
) ss
COUNTY OF _____)

On this ____ day of _____ 20____, before me, a Notary Public, in and for said County, personally appeared Rik Kowall, on behalf of the Charter Township of White Lake, who executed the Agreement and acknowledged that he has executed it on behalf of the Charter Township of White Lake in his capacity as its Supervisor.

_____, Notary Public
County of _____, State of Michigan
My commission expires: _____
Acting in _____ County

EXHIBIT A

[Insert Legal Description]

Parcel ID 12-36-200-003

836 S. Williams Lake Rd



December 28, 2022

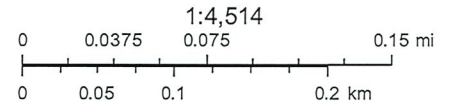
polygonLayer

█ Override 1

 Water Well House

Water Booster Station

 BoosterStation



Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community