

Rik Kowall, Supervisor
Anthony Noble, Clerk
Mike Roman, Treasurer



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

WHITE LAKE TOWNSHIP
DEPARTMENT OF PUBLIC SERVICES

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

October 6, 2022

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

RE: Deferral of Sanitary Ordinance 38-514

Honorable Board of Trustees,

DPS is requesting the Board of Trustees to authorize a deferral of Sanitary Ordinance 38-514 requirements for 1385 Sugden Lake Rd., PID 1234-351-007, situated on the corner of Sugden Lake Rd and Hillway Dr.

Sec. 38-514. - Extension of sewer system.

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.

(Ord. No. 108, § 4.14, 1-6-1998; Ord. of 7-21-1998)

The property currently has a failed septic system. The property has frontage along Sugden Lake Rd and has access to available sewer along Hillway that ends at the SE corner of the property. The extension of sewer down Sugden Lake would likely be the result of a future SAD and is master planned to accommodate a large parcel further down Sugden Lake Rd. The SAD on Hillway connected to an existing extension on Bathgate that did not accommodate future capacity to include all of Sugden Lake Rd and as such, this house was not included in that SAD.

DPS does not believe that constructing the extension along Sugden at this time is in the best interest of the Township as it would only serve one residential structure, which can be otherwise serviced by the recent extension along Hillway.

DPS is requesting the Board of Trustees to approve a deferral of Sanitary Ord. 38-514 agreement with the current owner of the parcel as well as authorize the Township Supervisor to execute said agreement. This agreement will include language that will automatically include the current or future owners of the parcel as a YES vote on any future SAD for a sanitary extension down Sugden Lake Rd.

Sincerely,

A handwritten signature in cursive script that reads "Aaron Potter".

Aaron Potter
Director, Dpt. Of Public Services
Charter Township of White Lake

AGREEMENT FOR DEFERRAL OF SEWER EXTENTION REQUIREMENT

This Agreement is made this _____ day of _____, 2022, by the Charter Township of White Lake ("Township"), a Michigan municipal corporation, of 7525 Highland Road, White Lake, Michigan 48383 and Nicholas Marino and Jody Marino, husband and wife, of 1385 Sugden Lake Road, White Lake, MI 48386-3778, (collectively referred to as the "Homeowner").

RECITALS

WHEREAS, Homeowner holds fee simple title to a parcel of real property in the Township commonly known as 1385 Sugden Lake Road, as more particularly described on Exhibit A (the "Property"); and

WHEREAS, the Property has an existing residential structure and is situated at the corner of Sugden Lake Road and Hillway Drive; and

WHEREAS, the residential structure on the Property is occupied by individuals and the Property has access to an available public sewer system; and

WHEREAS, the septic field servicing the residential structure on the Property has failed, and connection to the Township's sewer system is required in accordance with the Township's Code of Ordinances; and

WHEREAS, Chapter 38, Section 38- 514 of the Township' s Code of Ordinances provides: "[w]here 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 requirements for the extensions along Sugden Lake Road; and

WHEREAS, DPS determined that Section 38-514 would require unnecessary additional fixtures, such as an intermediate flushing structure, in order to extend the sewer along Sugden Lake Road to accommodate one residential structure; and

WHEREAS, the location of the unnecessary structures are contrary to the overall design of the sewer system and 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 sewer system along Sugden Lake Road unless and until a new sewer main extending down Sugden Lake Road becomes necessary and feasible, as determined in the sole discretion of DPS; and

WHEREAS, Homeowner desires to connect the Property to the sewer system along Hillway Drive only at this time, with the understanding that Homeowner will be required to extend the sewer system along Sugden Lake Road on a future date, at the request 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 to the available public sewer system along Hillway Drive at his 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 along Sugden Lake Road, 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 sewer system across the entire width of the Property along Sugden Lake Road unless and until at least one other residential structure that will benefit from the extension of the sewer system along Sugden Lake Road is in need of connection to the sewer system and the Township determines the extension feasible. The determination as to the need and feasibility to connect shall be at the sole discretion of the Township.

3. The extension of the sewer system in or along Sugden Lake Road for the entire width of the Property, as described in Paragraph 2, above, shall be at Homeowner's sole cost and expense, in accordance with all applicable Township Ordinances.

4. In the event a special assessment district is established to defray the cost of the sewer system in or along Sugden Lake Road abutting the Property, Homeowner shall voluntarily participate in said SAD to pay the proportionate share of the cost of such sewer system extension. This Agreement shall be deemed to be a petition by Homeowner for the creation of a special assessment district to pay its proportionate share of the cost of such sewer lines. Owner hereby waives its right to protest or appeal the special assessment district established or the assessment therefor and waives its right to formal special assessment proceedings of the type required by Act 188, and further waives notice, the right to receive notice and any irregularities in any special assessment proceedings, including public hearings, if any, undertaken by the Township with respect to the special assessments levied.

5. In addition to Homeowner's promise to voluntarily participate in a future anticipated special assessment district for the sewer system in or along Sugden Lake Road, Homeowner shall be required to reimburse the Township for attorney fees incurred in preparing this Agreement.

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

7. 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.

8. The failure to exercise, or delay in exercising, any power or right under this Agreement shall not operate as a waiver, not 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.

9. 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.

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

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

12. 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.

[SIGNATURES ON FOLLOWING PAGE(S)]

HOMEOWNER

Dated: _____, 20__

Nicholas Marino

Dated: _____, 20__

Jody Marino

STATE OF MICHIGAN)
)ss
COUNTY OF _____)

On this ____ day of _____, 2022 before me a Notary Public, in and for said County, personally appeared the above-named Nicholas Marino and Jody Marino, homeowners of 1385 Sugden Lake Road, White Lake MI 48386-3778 and made oath that they have read the foregoing Agreement and acknowledged the same to be their free act and deed.

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

CHARTER TOWNSHIP OF WHITE LAKE

Dated: _____, 20__

By: Rik Kowall
Its: Supervisor

STATE OF MICHIGAN)
)ss
COUNTY OF OAKLAND)

On this ____ day of _____, 20__ before me a Notary Public, in and for said County, personally appeared Rik Kowal, on behalf of 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, Michigan
Acting in _____ County
My Commission Expires: _____

Prepared by:

Lisa J. Hamameh (P57936)
Rosati Schultz Joppich & Amtsbuechler
27555 Executive Drive, Suite 250
Farmington Hills, MI 48331

When recorded return to:

Aaron Potter
White Lake Township DPS
7525 Highland Road
White Lake, MI 48383

EXHIBIT A

[legal description]