

ERIE TOWNSHIP ORDINANCE NO. 85

An Ordinance enacted pursuant to Public Acts No. 320 of 1927, No. 342 of 1939 and No. 129 of 1943, as amended, to provide for the public health, safety and general welfare of the persons and property of the Township of Erie, County of Monroe, State of Michigan, to regulate in a manner consistent with the Facilities Plan for Wastewater Collection and Treatment Systems in South Monroe County, Michigan, the ownership acquisition, development, construction, operation and maintenance of, charges, fees and rates for, and, connection to the sanitary sewage disposal system of the Township of Erie; and also to provide for cooperative agreements with other units of government and the implementation of those agreements to provide sanitary sewage disposal service; and also to provide penalties for violations.

THE TOWNSHIP OF ERIE, COUNTY OF MONROE, STATE OF MICHIGAN, ORDAINS:

Section 1 - SHORT TITLE

This Ordinance shall be known and referred to as the "Erie Township Sanitary Sewage Ordinance".

Section 2 - PURPOSE

The purpose of this Erie Township Sanitary Sewage Ordinance (Ordinance) is to establish the terms and conditions under which the Township of Erie shall regulate and administer existing and future sanitary sewer services necessary to properly dispose of sewage originating within the Township.

At the time of the first enactment of this Ordinance, the Township of Erie has not yet acquired, constructed or developed its own sanitary sewage disposal system. It is probable in the future that the Township of Erie will some day own, acquire and develop its own sanitary sewage disposal system, and then, either on its own, or through a particular agent, or in conjunction with another municipal government, operate and maintain said system. At the time when there shall exist a sanitary sewage disposal system for the Township of Erie, it is contemplated that this Ordinance will be amended to further regulate the ownership, acquisition, development, construction, operation and maintenance of that Erie Township system.

At the time of the first enactment of this Ordinance, certain agreements have been entered into by the Township of Erie with certain other municipal governments to provide sanitary sewage disposal service for certain of the citizens of the Township of Erie, by allowing those citizens to connect to and become a user of that municipal government's own sanitary sewage disposal system. There may be certain similar agreements or amendments to agreements entered into in the future. This Ordinance, at the time of this first enactment, shall serve to confirm such existing agreements and to authorize future agreements and amendments when the Township of Erie determines them feasible. This Ordinance, as originally enacted, shall serve to implement those existing and future agreements, and amendments thereto, entered into by the Township of Erie with other municipal governments for the use of their sanitary sewage disposal systems by citizens within the Township of Erie.

### Section 3 - ERIE TOWNSHIP SANITARY SEWAGE SYSTEM

There is no independently owned, acquired or operated municipal Erie Township sanitary sewage disposal system at the time of the first enactment of this Ordinance. There are, at the time of the first enactment, two intergovernmental sanitary sewage service agreements, as defined and explained in Section 4 of this Ordinance, entered into by the Township of Erie and other municipal governments, which provide for the use of cooperating municipal governments' sanitary sewage service systems by certain citizens of the Township of Erie. After the first enactment of this Ordinance, there may be amendments to the existing intergovernmental sanitary sewage service agreements, and there may be new agreements and amendments thereto. There may come into existence an independently owned, acquired and operated Erie Township Sanitary sewage disposal system. The entire network of sewage disposal facilities located in the Township of Erie, whether existing by agreement with another municipal government, or actually owned, acquired and operated by the Township of Erie, and whether existing at the time of the first enactment of this Ordinance, or coming into existence thereafter, shall be known as the "Erie Township Sanitary Sewage System".

Within the Erie Township Sanitary Sewage System there may be sanitary sewage disposal districts established by this Ordinance, amendments thereto, or by resolution of the Township Board of the Township of Erie. Separate provisions, terms and conditions may apply to each district, also as established by this Ordinance, amendments thereto, or by resolution of the Township Board of the Township of Erie. Nothing herein should

be construed to obligate the Township of Erie to acquire, construct, develop or extend its own sanitary sewage disposal system, or to obligate it to acquire, construct, develop or extend any facilities pursuant to any intergovernmental sanitary sewage service agreement, existing or proposed. The Township of Erie is ready and willing to help obtain sanitary sewage disposal service for its citizens, but is not, simply by virtue of the enactment of this Ordinance, capable or willing to expend any Township monies to further that purpose.

#### Section 4 - INTERGOVERNMENTAL SANITARY SEWAGE SERVICE AGREEMENTS

At the time of the enactment of this Ordinance, the Township of Erie has entered into two agreements to provide for the use by certain citizens within the Township of Erie of portions of sanitary sewage disposal systems owned, operated and maintained, by different municipal governments. The first such agreement was entered into by the Township of Erie with the City of Toledo, (a municipal corporation in the State of Ohio), on the 8th day of July, 1981. That agreement basically authorized the connection and use of a portion of the sanitary sewage disposal system of the City of Toledo by those citizens of the Township of Erie which have sanitary sewage originating in that area known as "Lost Peninsula", which territory is situated east of the Ottawa River and is contiguous to the City of Toledo. Hereafter, said agreement shall be known as the "Lost Peninsula Sanitary Sewage Agreement". At the time of the enactment of this Ordinance, there have been no facilities constructed in Erie Township, and there have been no connections, pursuant to the Lost Peninsula Sanitary Sewage Agreement.

A second agreement entered into by the Township of Erie with another municipal government is that agreement entered into between the Township of Erie and the Township of Bedford, (a Monroe County, Michigan, municipal corporation), dated October 19, 1983. That agreement basically authorized the connection and use of that portion of Bedford Township's sanitary sewage disposal system known as Bedford Township System No. 2, by those citizens of the Township of Erie which have sanitary sewage originating in that area running adjacent, on both sides, to Dixie Highway, beginning at the Bedford Township/Erie Township border near LaVoy Road, and extending in a more or less northeasterly direction along said Dixie Highway to a point which is approximately adjacent to the current Ort Tool & Die Corporation on the west and the Northwood Villa Restaurant on the east. Hereafter, said agreement shall be known as the "Erie Extension A Sanitary Sewage Agreement". At

the time of the enactment of this Ordinance, there have been facilities constructed in Erie Township and there have been two connections, pursuant to the Erie Extension A Sanitary Sewage Agreement.

In addition to the Lost Peninsula Sanitary Sewage Agreement and the Erie Extension A Sanitary Sewage Agreement, providing for sanitary sewage disposal service to be offered to certain Erie Township citizens, there may be future inter-governmental sanitary sewage service agreements, and amendments thereto, or amendments to the Lost Peninsula Sanitary Sewage Agreement and the Erie Extension A Sanitary Sewage Agreement, all of which are to be administered through this Erie Township Sanitary Sewage Ordinance. As was the case for the Lost Peninsula Sanitary Sewage Agreement and the Erie Extension A Sanitary Sewage Agreement, those further agreements may be made for certain areas within the Township of Erie where sanitary sewage disposal service is desired, necessary and feasible, and where any future sanitary sewage disposal system owned, acquired and operated by the Township of Erie does not extend, when certain willing municipal governments offer to certain citizens of the Township of Erie the right to connect and use their sanitary sewage disposal systems. In general, the Lost Peninsula Sanitary Sewage Agreement and the Erie Extension A Sanitary Sewage Agreement, along with all amendments thereto, any other future inter-governmental sanitary sewage service agreements, and any amendments thereto, shall be referred to as "intergovernmental sanitary sewage service agreements".

The Lost Peninsula Sanitary Sewage Agreement and the Erie Extension A Sanitary Sewage Agreement are hereby confirmed and adopted by reference into this Ordinance, and will, in addition to this Ordinance, any amendments thereto, and any resolutions adopted in connection therewith, govern the Township of Erie and those Erie Township citizens actually connecting to a cooperating municipal government's sanitary sewage disposal system within each designated intergovernmental sanitary sewage service agreement area. In addition, any amendments to those two agreements, any future intergovernmental sanitary sewage service agreements, and any amendments thereto, entered into by the Township of Erie will be considered as then being automatically confirmed and adopted by reference into this Ordinance, and will, in addition to this Ordinance, any amendments thereto, and any resolutions adopted in connection therewith, govern the Township of Erie and those Erie Township citizens actually connecting to a cooperative municipal government's sanitary sewage disposal system within each designated intergovernmental sanitary sewage service agreement area. Hereafter, all Erie Township citizens connecting to a cooperating municipal government's sanitary sewage disposal system shall be known as "citizen-users".

Section 5 - LOST PENINSULA SANITARY SEWAGE AGREEMENT  
AND DISTRICT

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A. District Establishment. Consistent with the Lost Peninsula Sanitary Sewage Agreement, and to be a part of the Erie Township Sanitary Sewage System, a sanitary sewage disposal district is hereby set up in the Township of Erie which shall hereafter be known as the "Lost Peninsula Sanitary Sewage District", which is hereby defined and to be known as the territory consisting of and limited to that part of the Township of Erie, County of Monroe, State of Michigan, situated east of the Ottawa River in Sections 34 and 35, Town 8 South, Range 8 East, and in Section 3, Town 9 South, Range 8 East, described more fully as follows: Bounded on the south by the Ohio-Michigan State line, on the west by the Ottawa River, on the north by the North Maumee Bay, and on the east by the Maumee Bay, excepting therefrom that part of Section 3, Town 9 South, Range 8 East, described as bounded on the north by the South line of Lot 83 of Ottawa Shores, east by the West line of Edgewater Drive, south by a line bearing North 50 degrees 08 minutes West from a point located 37.14 feet South 74 degrees 30 minutes West and 359.23 feet South 29 degrees 47 minutes West from the Southeast corner of said Lot 83, and west by the Ottawa River.

B. Obligations. At such time as there shall be connection to the City of Toledo sanitary sewage disposal system, the Township of Erie shall comply with all of the terms of the Lost Peninsula Sanitary Sewage Agreement, and all of the citizen-users within the Lost Peninsula Sanitary Sewage District shall also comply with all of the terms of said Agreement. At the time when the Township Board of the Township of Erie determines it feasible, the Township of Erie shall construct, cause to be constructed, or acquired and own and be responsible for all portions of the sanitary sewage disposal facilities within the Lost Peninsula Sanitary Sewage District which are built to connect to the City of Toledo sanitary sewage disposal system, and will be responsible for the operation and maintenance of all said facilities. All facilities must be inspected and approved by the City of Toledo or its agent.

C. Charges, Fees, Costs and Assessments. The Township of Erie shall be obligated unto the City of Toledo for charges, fees, costs and assessments, billed or assessed by the City of Toledo for sanitary sewage disposal system connection and use by the citizen-users of the Lost Peninsula Sanitary Sewage District. The Township of Erie shall pay the City of Toledo in accordance with the City's operative municipal code which establishes charges, fees, costs and assessments imposed by the connection and use of said City of Toledo sanitary sewage

Section 6 - ERIE EXTENSION A SANITARY SEWAGE AGREEMENT  
AND DISTRICT

A. District Establishment. Consistent with the Erie Extension A Sanitary Sewage Agreement, and to be a part of the Erie Township Sanitary Sewage System, a sanitary sewage disposal district is hereby set up in the Township of Erie which shall hereafter be known as the "Erie Extension A Sanitary Sewage District", which is hereby defined and to be known as the territory consisting of and limited to that part of the Township of Erie, County of Monroe, State of Michigan, running adjacent, on both sides, to Dixie Highway, in Section 31, Town 8 South, Range 8 East, beginning at the Bedford Township/Erie Township border near LaVoy Road, and extending in a more or less northeasterly direction along said Dixie Highway to a point which is approximately adjacent to the current Ort Tool & Die Corporation on the west and the Northwood Villa Restaurant on the east.

B. Obligations. At such time as there shall be connection to the Township of Bedford sanitary sewage disposal system, (Bedford Township System No. 2), the Township of Erie shall comply with all of the terms of the Erie Extension A Sanitary Sewage Agreement, and all of the citizen-users within the Erie Extension A Sanitary Sewage District shall also comply with all of the terms of said Agreement. At the time when the Township Board of the Township of Erie determines it feasible, the Township of Erie shall construct, own and be responsible for all portions of the sanitary sewage disposal facilities within the Erie Extension A Sanitary Sewage District which are built to connect to the Township of Bedford sanitary sewage disposal system, and will be responsible for the operation and maintenance of all said facilities. All facilities must be inspected and approved by the Township of Bedford or its agent. The Township of Erie accepts the Monroe County Drain Commissioner as its County Agency to operate, maintain and repair the Erie Extension A sanitary sewage facilities in the same fashion, and under the same conditions as the Township of Bedford from time to time accepts said County Agency for its sanitary sewage disposal system.

C. Charges, Fees, Costs and Assessments. The Township of Erie shall be obligated unto the Township of Bedford for charges, fees, costs and assessments, billed or assessed by the Township of Bedford for sanitary sewage disposal system connection and use by the citizen-users of the Erie Extension A Sanitary Sewage District. The Township of Erie shall pay the Township of Bedford in accordance with Bedford Township's operative ordinance and/or regulations which establishes charges, fees, costs and assessments imposed by the connection and use of said Township of Bedford sanitary sewage disposal system, and in addition, said

Township of Erie shall be obligated unto the Township of Bedford for all other charges and costs assessed by virtue of the Erie Extension A Sanitary Sewage Agreement.

D. Pass-Through of Charges, Fees, Costs and Assessments. All charges, fees costs and assessments properly billed or assessed to the Township of Erie by the Township of Bedford in accordance with the Erie Extension A Sanitary Sewage Agreement shall be passed through and billed by the Township of Erie to the citizen-users within the Erie Extension A Sanitary Sewage District. Said pass-through of charges, fees, costs and assessments shall be billed by the Township of Erie to the citizen-users within the Erie Extension A Sanitary Sewage District as soon after the Township of Erie is billed or assessed as is reasonable.

E. Additional Fees of the Township of Erie. The Township of Erie is empowered and does hereby assess against the citizen-users within the Erie Extension A Sanitary Sewage District certain additional fees over and above those passed through from the Township of Bedford, which shall be set by resolution of the Township Board of the Township of Erie from time to time, but in the event there is no resolution in effect, then said charge shall be 10% of any and all charges, fees, costs and assessments passed through from the Township of Bedford. Said fees shall be billed by the Township of Erie to the citizen-users within the Erie Extension A Sanitary Sewage District at the same time as any pass-through charges, fees, costs and assessments are billed or assessed.

F. Access. The Township of Bedford and the County Agency shall have access to the Erie Extension A Sanitary Sewage District facilities, whether they be public or private, for purposes of surveillance, sampling, testing, measurements and inspection, all in compliance with the Erie Extension A Sanitary Sewage Agreement.

#### Section 7 - CONNECTION TO AND USE OF THE ERIE TOWNSHIP SANITARY SEWAGE SYSTEM

The connection to and use of the Erie Township Sanitary Sewage System shall be optional. Nothing herein shall prohibit the Township of Erie from later amending this Ordinance to provide for mandatory connection to the Erie Township Sanitary Sewage System. Connecting into the available portions of the Erie Township Sanitary Sewage System shall not be a guaranteed right, shall be on a "first-come, first-serve" basis, and may be denied by the Township of Erie upon a showing of just cause. There is no guarantee that when an applicant desires to connect into a

portion of the Erie Township Sanitary Sewage System made available by an intergovernmental sanitary sewage service agreement, that the cooperating municipal government involved will permit the proposed connection. Other than any which may be found in the Lost Peninsula Sanitary Sewage Agreement and the Erie Extension A Sanitary Sewage Agreement, and any further agreements that might be entered into hereafter, or amendments thereto, there probably are no requirements for the cooperating municipal governments to permit citizens of the Township of Erie to connect into those cooperating municipal government sanitary sewage disposal systems. The two above-stated intergovernmental sanitary sewage service agreements do not have indefinite duration and there is no guarantee that any other intergovernmental sanitary sewage service agreements entered into by the Township of Erie will have indefinite duration. The Township of Erie has only limited control over the cooperating municipal governments and merely acts as an intermediary between those cooperating municipal governments that wish to offer sanitary sewage disposal service on the one hand, and those citizens of Erie Township who wish to avail themselves of the cooperating government's sanitary sewage disposal systems, on the other hand. There may, and probably will be costs incurred in any connection to the Erie Township Sanitary Sewage System, and the Township of Erie will probably not be responsible for those costs, which most likely must be borne by the owner or agent of the owner of the property to be served. There may, under certain circumstances, and in the sole discretion of the Township of Erie, be situations where the Township will charge additional costs for connection, in order to repay a portion of the costs expended by earlier connecting parties to extend sanitary sewer service facilities closer to the owner of the property to be served.

## Section 8 - PERMITS

An application for connection to the Erie Township Sanitary Sewage System shall be made to the Township of Erie by the owner of the property to be served or by the owner's authorized agent. Applications must be filed with the Township Clerk of the Township of Erie. If connection is sought to a portion of the Erie Township Sanitary Sewage System made available by an intergovernmental sanitary sewage service agreement, applications must also be filed with the cooperating municipal government. The Township Board shall then review the application and determine whether or not it is feasible for a connection. If connection is feasible, and any required cooperating municipal government permission is obtained, and all facilities are in a condition to permit immediate connection, and all required fees and costs are paid, a permit may be issued. If all facilities are not in a condition for immediate connection, and the Township of Erie believes it is feasible to issue the permit, and the required cooperating municipal government permission is obtained, and all required fees and costs are paid, the permit may be issued subject to the applicant putting the facilities in a condition necessary for immediate connection. The cost of placing the facilities in a condition for immediate connection shall be borne by the owner or agent of the owner of the property to be served, unless the Township of Erie has funds available, or can obtain funds from some other source for said purpose, but in no event shall the Township of Erie be obligated to pay for said cost.



## Section 9 - COUNTY AGENCY

The development, construction, operation, maintenance, alteration, repair and management of the Erie Township Sanitary Sewage System, which will include at the time of the enactment of this Ordinance, the Erie Extension A Sanitary Sewage District, as built, and the Lost Peninsula Sanitary Sewage District, as proposed, shall be under the supervision and control of the Monroe County Drain Commissioner as "County Agency" under the provisions of Act 342, Public Acts of Michigan, 1939, as amended. Said supervision and control for the Erie Extension A Sanitary Sewage District shall be subject to the terms of the contract dated as of July 1, 1969, between the County of Monroe and the Township of Bedford. Said supervision and control for the entire Erie Township Sanitary Sewage System shall be subject to any further contract that may be entered into between the County of Monroe and the Township of Erie. Said "County Agency" may employ such person or persons in such capacity or capacities as it deems advisable to carry on the efficient management and operation of the Erie Township Sanitary Sewage System and to make such rules, orders and regulations as it deems advisable and necessary to assure the efficient management and operation of the System. The Township of Erie hereby extends to the County Agency all rights and controls that the Township of Bedford extended in the July 1, 1969 contract between it and the County of Monroe, for purposes of managing the Erie Extension A Sanitary Sewage District facilities.

## Section 10 - COLLECTION OF CHARGES, FEES, COSTS AND ASSESSMENTS

The Township of Erie shall prepare and submit bills to the owner of property connected to the Erie Township Sanitary Sewage System, as often as is set by amendment to this Ordinance or by resolution of the Township Board of the Township of Erie, or if the billing is pursuant to an intergovernmental sanitary sewage service agreement, then said bills shall be prepared and sent as soon after the Township of Erie is billed or assessed by the cooperating municipal government as is reasonable. The bills shall be sent to the address of the property connected to the Erie Township Sanitary Sewage System, or to such other address as has been given to the Township of Erie by written notice submitted by the owner of the property or his agent. By written notice, the owner may designate a tenant or agent to receive the bills, but this shall not affect the enforceability or lien provisions of this Ordinance.

All payments billed or assessed pursuant to the connection and use of the Erie Township Sanitary Sewage System, must be paid within 30 days of the date of the bill or assessment. The

Township Board of the Township of Erie may from time to time set by resolution late penalties and interest for payments not made in a timely manner. These will be in addition to any late penalties and interest imposed by a cooperating municipal government pursuant to an intergovernmental sanitary sewage service agreement, which are passed through to the citizen-users of the Township of Erie in the same manner as for the normal charges, fees, costs and assessments. Unless otherwise determined by resolution, all unpaid charges, fees, costs, and assessments prior to their transfer to the Erie Township tax roll as hereinafter provided, shall bear interest at the rate of 1% per month from the date fixed for payment to the December 1st upon which said unpaid charges become payable as part of the Erie Township tax roll, or to the first day of the month following the date of payment, whichever shall occur first. All charges, fees, costs, and assessments, and interest and penalties, shall constitute a lien upon the property connected to the Erie Township Sanitary Sewage System.

On September 1st of each year the Erie Township Treasurer shall certify to the Erie Township Assessor all delinquent amounts owed, the payment of which is delinquent six months or more as of said date, and the Township Assessor shall enter the same upon the next tax roll against such property. Such charges shall be collected and the lien enforced in the same manner as provided with respect to Erie Township real property taxes assessed upon such roll. Such delinquent charges shall be subject to the same interest, fees and penalties as the real property taxes upon such property. Such delinquent charges may nevertheless be paid in cash at any time prior to the date when the Erie Township real property taxes become due and payable.

The revenues of the Erie Township Sanitary Sewage System shall be set aside as collected and deposited in a separate depository account to be designated as the Erie Township Sanitary Sewage System Fund. These revenues then may be removed from the Fund for various required expenditures. In the case of those intergovernmental sanitary sewage service agreements entered into by the Township of Erie whereby a cooperating municipal government will be billing or assessing the Township of Erie from time to time for various amounts owed, the Township of Erie shall pay out of said Fund those amounts billed or assessed. The Township of Erie is empowered to set by resolution certain administrative costs which may be taken from the Fund in connection with its operation and maintenance of the Erie Township Sanitary Sewage System. All other revenues of the System shall be set aside and maintained for the maintenance and operation expenses of the Erie Township Sanitary Sewage System, for the payment of any obligations of the Township of Erie to the County Agency or the County of Monroe, for major repairs and

replacements of the System, and for improvements, extensions and enlargements of the System, if there be any funds available, and if the Township of Erie determines it feasible and in the best interests of the persons and property of the Township.

#### Section 11 - LIEN ON PROPERTY

All charges, fees, costs and assessments billed or assessed pursuant to the connection and use of the Erie Township Sanitary Sewage System, together with interest, fees and penalties, shall constitute a lien upon the premises connected to the Erie Township Sanitary Sewage System and such a lien shall be enforced in the same manner as are liens for the real property taxes of the Township of Erie. On September 1 of each year the Township Treasurer shall certify to the Township Assessor any charges which have been delinquent for six months or more, and the Township Assessor shall enter the same upon the next tax roll against such property, and such charges, fees, costs, assessments, interest and penalties shall be collected and said lien enforced in the same manner as provided in respect to the real property taxes assessed on such tax roll by the Township of Erie. Such delinquent charges, fees, costs, assessments, interest and penalties may be paid prior to the date when the real property taxes assessed by such tax roll become due and payable.

#### Section 12 - COMPLIANCE WITH OTHER LAWS AND REGULATIONS

The Township of Erie and all of its citizens connecting to the Erie Township Sanitary Sewage System shall comply with all applicable Federal laws and regulations, Michigan laws and regulations, Ohio laws and regulations in the case of a cooperating municipal government being an Ohio municipality, and all cooperating municipal governments' ordinances and regulations.

#### Section 13 - ENFORCEMENT AND ADMINISTRATION

The administration of this Ordinance shall be the duty of the Township Clerk of the Township of Erie. The collection of all charges, fees, costs, assessments, interest and penalties shall be the duty of the Township Treasurer of the Township of Erie. The Township Supervisor of the Township of Erie shall be empowered to enforce the terms and conditions of this Ordinance.

#### Section 14 - INSTALLATION STANDARDS AND SPECIFICATIONS

All new, improved, expanded, or replacement sanitary sewage disposal system sewers, connections and/or pumping facilities in the Erie Township Sanitary Sewage System shall be

constructed and inspected in accordance with rules, regulations, standards, specifications and conditions, established by the Monroe County Drain Commissioner for the South Monroe County System, in addition to those imposed by this Ordinance, a cooperating municipal government, the home state of the cooperating municipal government, the State of Michigan and the Federal government. All construction, materials, appurtenances, sizes, slopes, alignments, and methods to be used in excavating, placing a pipe, joints, testing and back-filling shall be in accordance with such standards and specifications.

#### Section 15 - REPEAL

All Ordinances or parts of Ordinances in conflict with this Ordinance are to the extent of such conflict repealed.

#### Section 16 - SEVERABILITY

This Ordinance, and the various parts, sentences, paragraphs, sections, subsections, phrases and the clauses thereof are hereby declared to be severable. If any part, sentence, paragraph, section, subsection, phrase or clause is adjudged unconstitutional or invalid, it is hereby provided that the remainder of the Ordinance shall not be affected thereby. The Township Board hereby declares that it would have passed this Ordinance and each part, sentence, paragraph, section, subsection, phrase and clause thereof, irrespective of the fact that either one or more parts, sentences, paragraphs, sections, subsections, phrases or clauses are declared invalid.

#### Section 17 - VIOLATION/PENALTY

(1) Any person, firm, partnership, corporation, or other entity who shall violate or neglect or refuse to comply with, or who resists the enforcement of, any of the provisions of this Ordinance, on conviction thereof, shall be punished by a fine not to exceed \$500.00 and costs of prosecution. Each day that a violation is permitted to exist shall constitute a separate offense.

(2) Any continued violation of this Ordinance is declared to be a public nuisance per se, and may be abated by order of any Court of competent jurisdiction.

(3) The imposition of any sentence shall not exempt the offender from compliance with the requirements of this Ordinance.



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Margaret M. Dusseau  
MARGARET M. DUSSEAU,  
Erie Township Clerk

ATTEST:

LeRoy Wright  
LeROY WRIGHT  
Erie Township Supervisor

I, Margaret M. Dusseau, Township Clerk of the Township of Erie, do hereby certify that a summary of this Ordinance was published on the 4th day of Sept, 1986, in the Monroe Evening News, Monroe County, Michigan, a newspaper of general circulation in the Township of Erie, within thirty (30) days of adoption of the Ordinance.

Margaret M. Dusseau  
MARGARET M. DUSSEAU,  
Erie Township Clerk

ATTEST:

LeRoy Wright  
LeROY WRIGHT  
Erie Township Supervisor

Adoption Date: August 26, 1986  
Effective Date: October 4, 1986  
Publication Date: September 4, 1986

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NOTICE OF ADOPTION AND SUMMARY OF  
ERIE TOWNSHIP ORDINANCE NO. 85,  
KNOWN AS THE ERIE TOWNSHIP  
SANITARY SEWAGE ORDINANCE

NOTICE

Erie Township Ordinance No. 85, known as the Erie Township Sanitary Sewage Ordinance, was adopted by the Township Board of the Township of Erie, Monroe County, Michigan, at a regular meeting of the Township Board, held at the Erie Township Hall, Erie, Michigan, on the 26 day of August, 1986. The effective date of the Erie Township Sanitary Sewage Ordinance is thirty (30) days after publication of this Notice. Copies of the full text of the Erie Township Sanitary Sewage Ordinance are available for purchase or inspection, Monday through Friday, 10:00 a.m. to 3:30 p.m., at the Offices of Erie Township, 2060 Manhattan Street, Erie, Michigan, telephone number: 848-4530. This Notice and Summary is given pursuant to MCL §41.191; MSA §5.6(1), as amended by 1982 PA 371. No further or additional publication of this Ordinance No. 85, the Erie Township Sanitary Sewage Ordinance, is required or contemplated.

SUMMARY

Name

Erie Township Ordinance No. 85, adopted as stated above, is known as the "Erie Township Sanitary Sewage Ordinance", and is based in part on Public Acts No. 320 of 1927, No. 342 of 1939, and No. 129 of 1943, as amended.

Purpose

The Township of Erie does not have its own sanitary sewage disposal system at this time, and none is contemplated in the near future, but the Township has, and may in the future enter into certain agreements with adjacent communities to provide sanitary sewage disposal service through those sewage systems of the adjacent communities for certain citizens of the Township of Erie. This Ordinance is to regulate and administer those services provided by the adjacent communities and to provide a vehicle to provide for and regulate any future sanitary sewage disposal system actually owned and operated by the Township.

## Erie Township Sanitary Sewage System

All Erie Township sanitary sewage disposal system facilities, whether they be constructed to carry sanitary sewage to an adjacent community's sanitary sewage disposal system, or are built to dispose of sewage via the Township's own sanitary sewage disposal system, shall be known collectively as the "Erie Township Sanitary Sewage System".

## Intergovernmental Sanitary Sewage Service Agreements

Two agreements already entered into by the Township of Erie with adjacent communities for providing sanitary sewage disposal service to certain persons or entities within the Township of Erie, along with any similar future agreements, are authorized and confirmed.

## Lost Peninsula Sanitary Sewage Agreement and District

A sanitary sewage disposal district is established for the Lost Peninsula area, which shall be known as the "Lost Peninsula Sanitary Sewage District". This District is set up pursuant to a certain agreement entered into by the Township of Erie with the City of Toledo for the City of Toledo to offer Toledo's sanitary sewage disposal service to the residents of the Lost Peninsula area. The Lost Peninsula area is an area in the Township of Erie north of the City of Toledo, east of the Ottawa River, south of the North Maumee Bay, and west of the Maumee Bay. No sanitary sewage disposal facilities have yet been constructed and none are contemplated in the near future to take advantage of the use of the City of Toledo's sanitary sewage system. However, various terms, conditions and regulations are inserted to regulate and control the connection and use of the system should any such facilities ever be constructed.

## Erie Extension A Sanitary Sewage Agreement and District

A sanitary sewage disposal district is established for a small area on Dixie Highway north of LaVoy Road which shall be known as the "Erie Extension A Sanitary Sewage District". This District is set up pursuant to a certain agreement entered into by the Township of Erie with the Township of Bedford to offer Bedford's sanitary sewage disposal service to the residents of the Dixie Highway and LaVoy Road area. The Dixie Highway and LaVoy Road area is an area in the Township of Erie including that area on either side of Dixie Highway beginning at approximately LaVoy Road at the Erie Township/Bedford Township border and extending in a more or less north-easterly direction along said Dixie Highway to a point which is approximately adjacent to the current Ort Tool & Die Corporation and Northwood Villa Restaurant. Sanitary sewage disposal facilities have actually been constructed in the area



and have been connected to the Township of Bedford sanitary sewage disposal system. Certain commercial enterprises have connected into the system and are currently using said system. Various terms, conditions and regulations are inserted to regulate and control the connection and use of the system by said commercial enterprises, and by any future persons or entities connecting into and using said system.

### Connection To And Use Of The Erie Township Sanitary Sewage System

The connection to and use of the Erie Township Sanitary Sewage System is voluntary and is not a guaranteed right to any potential user, as it is subject to approval by the Township of Erie and possibly by the adjacent communities offering the use of their system to certain of the citizens of the Township of Erie.

### Permits

Permits will be required for connection into the Erie Township Sanitary Sewage System, whether that be the Township's actually owned and operated system, or a system that utilizes the sanitary sewage disposal services of an adjacent community.

### County Agency

The Township of Erie names the Monroe County Drain Commissioner as its "County Agency" to help manage, operate, and administer the Erie Township Sanitary Sewage System.

### Collection of Charges, Fees, Costs and Assessments

The Ordinance provides, controls, and regulates the collection of charges, fees, costs and assessments related to the connection and use of the Erie Township Sanitary Sewage System.

### Lien on Property

All charges, fees, costs and assessments billed or assessed pursuant to the connection and use of the Erie Township Sanitary Sewage System shall constitute a lien upon the premises connected to the System.

### Compliance With Other Laws and Regulations

The Township of Erie and all of its citizens connecting to the Erie Township Sanitary Sewage System shall comply

with all other laws and regulations of different jurisdictions which might apply to the Erie Township Sanitary Sewage System.

Enforcement and Administration

The Township Clerk of the Township of Erie shall be in charge of administering the System. The Township Treasurer of the Township of Erie shall be the collection agent of the System. The Township Supervisor of the Township of Erie shall be in charge of enforcing the Ordinance.

Installation Standards and Specifications

Certain standards and specifications of the Monroe County Drain Commissioner (County Agency) shall be met for any construction or repair of the Erie Township Sanitary Sewage System.

Repeal

All ordinances or parts of ordinances in conflict with this Ordinance are to the extent of such conflict repealed.

Severability

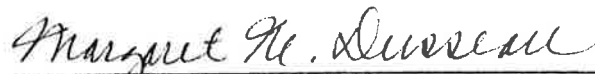
Portions of the Ordinance adjudicated unconstitutional or invalid shall be separated from the remainder of the Ordinance which shall be presumed valid.

Violation/Penalty

Violations and penalties including a fine not to exceed \$500.00 are included in the Ordinance.

Effective Date of Ordinance

The Ordinance shall become effective thirty (30) days after this Summary has been published in a newspaper of general circulation in the Township of Erie.



MARGARET M. DUSSEAU,  
Erie Township Clerk

ERIE TOWNSHIP ORDINANCE NUMBER 85-A

Amendment to Erie Township  
Sanitary Sewage Ordinance, Ordinance No. 85

An Ordinance enacted pursuant to Public Acts No. 320 of 1927, No. 342 of 1939, and No. 129 of 1943, as amended, to provide for the public health, safety, and general welfare of the persons and property of the Township of Erie, County of Monroe, State of Michigan, to amend the Erie Township Sanitary Sewage Ordinance, said Amendment to provide a new BFI Sanitary Sewage Agreement and District.

THE TOWNSHIP BOARD OF THE TOWNSHIP OF ERIE, COUNTY OF MONROE, STATE OF MICHIGAN, ORDAINS:

SECTION 1.

Erie Township Ordinance No. 85, known as the "Erie Township Sanitary Sewage Ordinance", is hereby amended by adding a new Section 6A, entitled "BFI Sanitary Sewage Agreement and District", so that said new Section 6A shall be inserted between current Section 6 and current Section 7, to read in full as follows:

Section 6A- BFI SANITARY SEWAGE AGREEMENT AND DISTRICT

A. BFI Sanitary Sewage Agreement. On the 4th day of April, 1989, the Township of Erie has entered into a written contract with the City of Toledo, Ohio, ("Toledo"), wherein Toledo has agreed, pursuant to certain conditions and restrictions, to provide sanitary sewage disposal service for certain property located in the Township of Erie, County of Monroe, State of Michigan, owned at the time of said contract by Browning-Ferris Industries Ohio/Michigan, Inc., ("BFI"). On the 21st day of March, 1989, the Township of Erie also entered into a separate written contract with BFI, binding on BFI and its successors and assigns, relating to the contract that had been entered into by the Township of Erie and Toledo. Together, those two contracts collectively constitute a new "intergovernmental sanitary sewage service agreement", as was provided for in Section 4 of this Ordinance. That intergovernmental sanitary sewage service agreement, comprising both the Toledo contract and the BFI contract, shall be known collectively as the "BFI Sanitary Sewage Agreement". Pursuant to the terms of the BFI Sanitary Sewage Agreement, and as provided herein, there shall only be one "citizen-user" utilizing the

sanitary sewage disposal service offered by the City of Toledo, and that one citizen-user is BFI. The BFI Sanitary Sewage Agreement is hereby confirmed and adopted by reference into this Ordinance, and will, in addition to this Ordinance, any amendments thereto, and any resolutions adopted in connection therewith, govern the Township of Erie and BFI within the designated intergovernmental sanitary sewage service agreement area. At the time that the BFI Sanitary Sewage Agreement was entered into, facilities had actually been constructed in the designated intergovernmental sanitary sewage service agreement area for BFI, and connection and operation was ready to commence.

B. District Establishment. Consistent with the BFI Sanitary Sewage Agreement, and to be a part of the Erie Township Sanitary Sewage System, a sanitary sewage disposal district is hereby set up in the Township of Erie, which shall hereafter be known as the "BFI Sanitary Sewage District", which shall be the designated intergovernmental sanitary sewage service agreement area for BFI, and which is hereby defined and to be known as the territory consisting of and limited to that part of the Township of Erie, County of Monroe, State of Michigan, described as:

That part of the Northeast 1/4 of fractional Section 6, Town 9 South, Range 8 East, and the Southeast 1/4 of Section 31, Town 8 South, Range 8 East, Erie Township, Monroe County, Michigan, bounded and described as follows; Beginning at the Northeast corner of said Section 6, thence Southerly along the East line of said Section on a bearing of South 00° 28' 23" West a distance of 1886.99 feet to a point on the Ohio-Michigan state line; Thence Westerly along said state line on a bearing of South 89° 40' 24" West a distance of 2575.00 feet to a point; thence Northerly along a line on a bearing of North 00° 05' 28" East a distance of 880.52 feet to a point on the centerline of Shantee Creek; thence Northeasterly along said line on a bearing of North 34° 06' 04" East a distance of 2735.20 feet to a point; thence Northeasterly along a line on a bearing of North 79° 45' 16" East a distance of 385.00 feet more or less to the Northwest corner of land owned by Erie Township; thence Southeasterly along a line of land owned by Erie Township on a bearing of South 51° 31' 57" East a distance of 425.73 feet to a point; thence Southerly along a

line of land owned by Erie Township on a bearing of South 12° 28' 03" West a distance of 570.00 feet; thence Easterly along a line on a bearing of South 89° 31' 57" East a distance of 525.00 feet more or less to a point on the West line of Sectin 31; thence Southerly along said line on a bearing of South 00° 28' 03" West a distance of 490.08 feet to the point of beginning; subject to all easements, restrictions and highways of record, if any.

C. Obligations. For so long as there shall be connection to the Toledo Sanitary Sewage Disposal System, the Township of Erie shall comply with all of the terms of the BFI Sanitary Sewage Agreement, and BFI shall also comply with all of the terms of said Agreement. For so long as there is connection to the Toledo Sanitary Sewage Disposal System, all facilities must be inspected and approved by Toledo or its agent.

D. Charges, Fees, Costs, and Assessments. Toledo shall directly charge and assess BFI, and BFI shall directly and promptly pay for all charges, fees, costs, and assessments, billed or assessed by Toledo for Toledo Sanitary Sewage Disposal System connection and use by BFI in the BFI Sanitary Sewage District. The Township of Erie hereby authorizes Toledo to take any and all lawful actions to collect any and all charges, fees, costs, and assessments, charged or assessed by Toledo to BFI. Erie assigns any and all of its rights that it might have to Toledo that Toledo may be able to use in enforcing its rights against BFI to collect said charges, fees, costs, and assessments.

E. Pass-through of Charges, Fees, Costs, and Assessments. All charges, fees, costs, and assessments properly billed or assessed to the Township of Erie by Toledo in accordance with the BFI Sanitary Sewage Agreement, shall be passed through and billed by the Township of Erie to BFI for services within the BFI Sanitary Sewage District. Said pass-through of charges, fees, costs, and assessments shall be billed by the Township of Erie to BFI as soon after the Township of Erie is billed or assessed as is reasonable. Pursuant to the BFI Sanitary Sewage Agreement, it is contemplated that Toledo will be directly billing or assessing BFI for all of said charges, fees, costs, and assessments.

F. Additional Fees of the Township of Erie. The Township of Erie is empowered and does hereby assess and charge against BFI for services within the BFI Sanitary Sewage District certain additional fees over and above those passed through from Toledo, which shall be set by resolution of the Township Board of the Township of Erie from time to time, but in the event there is no resolution in effect, said charge shall be ten percent (10%) of any and all charges, fees, costs, and assessments passed through

from Toledo. Said additional fees shall be billed by the Township of Erie to BFI for services within the BFI Sanitary Sewage District at the same time as any passed-through charges, fees, costs, and assessments are billed or assessed. If no charges, fees, costs, and assessments are billed or assessed to the Township of Erie by Toledo, then there shall be no additional fees. No additional fees shall be assessed or charged for those charges, fees, costs, and assessments billed directly to BFI.

G. Adoption of Toledo Laws, Rules and Regulations. To the extent necessary to comply with the BFI Sanitary Sewage Agreement, the Township of Erie does hereby adopt the provisions of Chapter 925-931 of the Toledo Municipal Code and City Charter provisions, Ordinances of Toledo, and Toledo Rules, Regulations and standards related thereto which are now or hereafter in effect, which might affect the use of the Toledo Sanitary Sewage Disposal System by BFI for sewage disposal services in the BFI Sanitary Sewage District. The Township of Erie and BFI, for services within the BFI Sanitary Sewage District, shall be subject to and bound and governed by those laws and regulations of Toledo.

H. Access. For so long as they shall be connection to the Toledo Sanitary Sewage Disposal System, Toledo shall have access to the BFI Sanitary Sewage District facilities, whether they be public or private, and at the time of this Ordinance Amendment 85-A it is contemplated that they will be private, for purposes of surveillance, sampling, testing, measurements, and inspection, all in compliance with the BFI Sanitary Sewage Agreement.

I. County Agency and Installation Standards. Section 9 of this Ordinance requires that the development, construction, operation, maintenance, alteration, repair, and management of the Erie Township Sanitary Sewage System shall be under the supervision and control of the Monroe County Drain Commissioner as "County Agency" under the provisions of Act 342, Public Acts of Michigan, 1939, as amended. It is also subject to any further contract that may be entered into between the County of Monroe and the Township of Erie. Because the nature of the BFI Sanitary Sewage District operations is private in nature, and no public facilities will be involved, the BFI Sanitary Sewage District shall not be under the supervision and control of the Monroe County Drain Commissioner as "County Agency", except as required by the laws and statutes of the United States of America, the United States Environmental Protection Agency, including any laws, regulations, orders, directives, or requirements of that agency, or the laws, rules, or regulations of the State of Michigan or the State of Ohio. Section 14 of this Ordinance provides that all new, improved, expanded, or replacement sanitary sewage disposal system sewers, connections and/or pumping facilities in the Erie Township Sanitary Sewage System shall be constructed and inspected in accordance with rules, regulations, standards, specifications, and conditions,

established by the Monroe County Drain Commissioner for the South Monroe County system, and that all construction, materials, appurtenances, sizes, slopes, alignments, and methods to be used in excavating, placing a pipe, joints, testing and back filling shall be in accordance with such standards and specifications. For the same reasons as stated for Section 9, the provisions of Section 14 shall not apply to the BFI Sanitary Sewage District. If, at any time in the future, the BFI Sanitary Sewage District shall become part of an Erie Township Sanitary Sewage System acquired, constructed, developed, or extended on its own, then the BFI Sanitary Sewage District facilities shall so comply with all of the requirements of Sections 9 and 14 of this Ordinance, and the Township of Erie can require that BFI disconnect from the Toledo Sanitary Sewage Disposal System, bring all of the BFI sanitary sewage facilities into compliance as required pursuant to Sections 9 and 14, as well as the other provisions of this Ordinance, and connect into said Erie Township Sanitary Sewage System.

J. Reports and Correspondence. The Township of Erie, Toledo, and BFI shall exchange copies of any and all reports, correspondence, or other written information pertaining to the BFI Sanitary Sewage District, at least monthly. Toledo shall provide the Township of Erie with at least an annual report generally relating the status of the BFI Sanitary Sewage District.

K. Successors. When the term "BFI" is used herein, it shall be deemed to designate, in addition to Browning-Ferris Industries Ohio/Michigan, Inc., any of its successors and assigns.

## SECTION 2.

All Ordinances or parts of Ordinances in conflict with this Ordinance are to the extent of such conflict repealed.

## SECTION 3.

This Ordinance, and the various parts, sentences, paragraphs, sections, subsections, phrases, and the clauses thereof, are hereby declared to be severable. If any part, sentence, paragraph, section, subsection, phrase, or clause is adjudged unconstitutional or invalid, it is hereby provided that the remainder of the Ordinance shall not be affected thereby. The Township Board hereby declares that it would have passed this Ordinance and each part, sentence, paragraph, section, subsection, phrase, and clause thereof, irrespective of the fact that either one or more parts, sentences, paragraphs, sections, subsections, phrases, or clauses are declared invalid.





Absent: 0

Members Last Names

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\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Margaret M. Dusseau  
MARGARET M. DUSSEAU,  
Erie Township Clerk

Attest:

Leroy Wright  
LEROY WRIGHT,  
Erie Township Supervisor

I, Margaret M. Dusseau, Township Clerk of the Township of Erie, do hereby certify that a summary of this Ordinance was published on the 22nd day of April, 1989, in the Monroe Evening News, Monroe County, Michigan, a newspaper of general circulation in the Township of Erie, within thirty (30) days of adoption of the Ordinance.

Margaret M. Dusseau  
MARGARET M. DUSSEAU,  
Erie Township Clerk

Attest:

Leroy Wright  
LEROY WRIGHT,  
Erie Township Supervisor

Adopted: April 11, 1989

Published: April 22, 1989

Effective: May 22, 1989

NOTICE OF ADOPTION AND  
SUMMARY OF ERIE TOWNSHIP ORDINANCE NO. 85-A,  
(An Amendment to the Erie Township Sanitary Sewage Ordinance,  
Ordinance No. 85)

NOTICE

Erie Township Ordinance No. 85-A, amending Erie Township Ordinance No. 85, known as the Erie Township Sanitary Sewage Ordinance, was adopted by the Township Board of the Township of Erie, Monroe County, Michigan, at a regular meeting of the Township Board, held at the Erie Township Hall, Erie, Michigan, on the 11th day of April, 1989. The effective date of Ordinance No. 85-A is thirty (30) days after publication of this Notice. Copies of the full text of Ordinance No. 85-A are available for purchase or inspection, Monday through Friday, 10:00 a.m. to 3:30 p.m., at the Offices of Erie Township, 2060 Manhattan Street, Erie, Michigan, telephone number: 848-4530. This Notice and Summary is given pursuant to MCL § 41.191; MSA § 5.6(1), as amended by 1982 PA 371. No further or additional publication of this Ordinance No. 85-A is required or contemplated.

SUMMARY

Erie Township Ordinance No. 85-A, adopted as stated above, amends Erie Township Ordinance No. 85, the Erie Township Sanitary Sewage Ordinance. This amending Ordinance confirms and approves of the BFI Sanitary Sewage Agreement, which is comprised of two separate contracts, one between the Township of Erie and the City of Toledo, and the other between the Township of Erie and Browning-Ferris Industries Ohio/Michigan, Inc. The amending Ordinance No. 85-A provides for the BFI Sanitary Sewage District to become a part of the Erie Township Sanitary Sewage System. The BFI Sanitary Sewage District encompasses only property owned by Browning-Ferris Industries Ohio/Michigan, Inc. ("BFI"), and no other users are contemplated. Pursuant to the BFI Sanitary Sewage Agreement, the City of Toledo will allow BFI to connect its private sewer system directly into the City of Toledo sanitary sewage system, and to treat BFI as any other user of the City of Toledo system. The Township of Erie has agreed to become involved because of the requirement that there be an intergovernmental agreement between the City of Toledo as the provider of the services, and the Township of Erie as the situs of the user of the services.

Violations and penalties are not specifically provided in this amending Ordinance, and the original violations and penalties including a fine not to exceed \$500.00 remain effective from the original Ordinance.

The Ordinance shall become effective thirty (30) days after this Summary has been published in a newspaper of general circulation in the Township of Erie.

Margaret M. Dusseau  
MARGARET M. DUSSEAU,  
Erie Township Clerk

ERIE TOWNSHIP ORDINANCE NO. 85-B

(An Amendment to Erie Township  
Sanitary Sewage Ordinance, Ordinance No. 85)

An Ordinance enacted pursuant to Public Act 320 of 1927, No. 342 of 1939, and No. 129 of 1943, as amended, to provide for the public health, safety, and general welfare of the persons and property of the Township of Erie, County of Monroe, State of Michigan, to amend the Erie Township Sanitary Sewage Ordinance, said amendment to provide for a separate sanitary sewage agreement for a portion of property within the Lost Peninsula Sanitary Sewage District.

THE TOWNSHIP BOARD OF THE TOWNSHIP OF ERIE, COUNTY OF MONROE, STATE OF MICHIGAN, ORDAINS:

Section 1.

Erie Township Ordinance No. 85, known as the "Erie Township Sanitary Sewage Ordinance", is hereby amended by adding a new Section 5A, entitled "Special Sanitary Sewage Agreement for certain property within the Lost Peninsula Sanitary Sewage District", to be placed after current Section 5 and before current Section 6.

Section 5A - SPECIAL SANITARY SEWAGE AGREEMENT FOR CERTAIN PROPERTY  
WITHIN THE LOST PENINSULA SANITARY SEWAGE DISTRICT

A. Zachrich Agreement. On the 31st day of March, 1993, the Township of Erie has entered into a written agreement with the City of Toledo, Ohio, ("Toledo"), and Walter J. Zachrich, ("Zachrich"), referred to therein as the Zachrich Agreement, wherein Toledo has agreed, pursuant to certain conditions and restrictions, to provide sanitary sewage disposal service for certain property located within the Lost Peninsula Sanitary Sewage District, owned at the time of said Zachrich Agreement by Zachrich. This Zachrich Agreement is a new "intergovernmental sanitary sewage service agreement", as is provided for in Section 4 of this Ordinance. This intergovernmental sanitary sewage service agreement shall be known in this Ordinance as the "Zachrich Agreement". The Zachrich Agreement is hereby confirmed and adopted by reference into this Ordinance, and will, in addition to this Ordinance, any amendments thereto, and in addition to the Lost Peninsula Sanitary Sewage Agreement, any amendments thereto, and any resolutions adopted in connection therewith, govern the Township of Erie, Toledo and Zachrich, within the property involved.

253-H

B. Property. The property to which the Zachrich Agreement and this Amendment Ordinance No. 85-B apply, shall be as follows:

A parcel of land being part of the southeast one-quarter (1/4) of Section 34, Town 8 South, Range 8 East and also part of the north one-half (1/2) of Section 3, Town 9 South, Range 8 East in Erie Township, Monroe County, Michigan and in the City of Toledo, Lucas County, Ohio; said parcel of land being bounded and described as follows: BEGINNING at the southeasterly corner of Lot 101 in "Ottawa Shores Replat and Extension", a subdivision described in Liber 10, Page 33, Monroe County Book of Plats; thence North eighty-nine (89) degrees, thirty-six (36) minutes, zero (00) seconds East along the easterly extension of the southerly line of said "Ottawa Shores Replat and Extension", a distance of fifty-three and eighty-six hundredths (53.86') feet; thence North twenty-three (23) degrees, forty (40) minutes, thirty (30) seconds East, a distance of nine hundred twenty-nine and thirty-six hundredths (929.36') feet; thence North forty-four (44) degrees, nineteen (19) minutes, forty-five (45) seconds East, a distance of eighty-two and twenty-two hundredths (82.22') feet; thence North twenty-three (23) degrees, forty-two (42) minutes, fifteen (15) seconds East, a distance two hundred ninety-nine and eighty-two hundredths (299.82') feet; thence North sixty-six (66) degrees, seventeen (17) minutes, forty-five (45) seconds West, a distance of one hundred twenty and zero hundredths (120.00') feet; thence North two (2) degrees, five (05) minutes, forty-five (45) seconds East, a distance of two hundred sixty-eight and eighty-nine hundredths (268.89') feet; thence North six (06) degrees, forty-two (42) minutes, forty-eight (48) seconds East, a distance of seven hundred thirty-six and zero hundredths (736.00') feet; thence South seventy-eight (78) degrees, five (05) minutes, thirty (30) seconds East, a distance of nine hundred twenty-one and eighty hundredths (921.80') feet; thence North eleven (11) degrees, fifty-four (54) minutes, thirty (30) seconds East, a distance of six hundred ninety-six and fifty-eight hundredths

(696.58') feet; thence South sixty-three (63) degrees, forty (40) minutes, four (04) seconds East, a distance of one hundred twelve and thirty-three hundredths (112.33') feet; thence South thirty-nine (39) degrees, one (01) minute, fifteen (15) seconds East, a distance of two hundred four and forty-three hundredths (204.43') feet; thence South twenty-two (22) degrees, fifty-nine (59) minutes, twenty-five (25) seconds East, a distance of three hundred sixteen and one hundredths (316.01') feet; thence South sixty-five (65) degrees, fifty-one (51) minutes, forty-four (44) seconds East, a distance of one hundred sixteen and twenty-one hundredths (116.21') feet; thence South eighty-six (86) degrees, thirty-three (33) minutes, forty-nine (49) seconds East, a distance of one hundred one and thirty-eight hundredths (101.38') feet; thence North seventy-one (71) degrees, thirty-seven (37) minutes, fourteen (14) seconds East, a distance of one hundred two and eighty-three hundredths (102.83') feet; thence South eighty-six (86) degrees, eighteen (18) minutes, twenty-three (23) seconds East, a distance of one hundred sixty-six and twenty-five hundredths (166.25') feet; thence North fifty-five (55) degrees, fifty-three (53) minutes, thirty-two (32) seconds East, a distance of twenty-nine and zero hundredths (29.00') feet; thence South seventy-one (71) degrees, fifty-two (52) minutes, twenty-eight (28) seconds East, a distance of ninety and sixty-seven hundredths (90.67') feet; thence South ten (10) degrees, fifty-one (51) minutes, fifty-eight (58) seconds East, a distance of one hundred fourteen and seventeen hundredths (114.17') feet; thence South zero (00) degrees, thirty-five (35) minutes, forty-three (43) seconds East, a distance of one hundred eleven and forty-seven hundredths (111.47') feet; thence South nine (09) degrees, twenty (20) minutes, forty-seven (47) seconds West, a distance of two hundred fifty-seven and eighteen hundredths (257.18') feet; thence South zero (00) degrees, six (06) minutes, twenty-eight (28) seconds East, a distance of six hundred ten and eighty-three (610.83') feet; thence South thirteen (13) degrees, forty-six (46) minutes, forty-seven (47) seconds West, a distance of three hundred sixty and thirty-four hundredths (360.34')

feet; thence South sixteen (16) degrees, twenty-two (22) minutes, two (02) seconds West, a distance of three hundred forty-five and nineteen hundredths (345.19') feet; thence South thirty-eight (38) degrees, forty-nine (49) minutes, thirty-two (32) seconds West, a distance of one hundred thirty-five and eleven hundredths (135.11') feet; thence South sixty-nine (69) degrees, thirty-two (32) minutes, two (02) seconds West, a distance of one hundred twenty and thirteen hundredths (120.13') feet; thence South thirty (30) degrees, fifty-four (54) minutes, seventeen (17) seconds West, a distance of two hundred ninety-six and seventy-eight hundredths (296.78') feet; thence South forty-one (41) degrees, thirteen (13) minutes, thirty-eight (38) seconds West, a distance of two hundred nineteen and thirty hundredths (219.30') feet to the intersection of the Ohio-Michigan State Line; thence South eighty-nine (89) degrees, zero (00) minutes, fifteen (15) seconds West along the said Ohio-Michigan State Line, a distance of two thousand two hundred ninety-eight and fifty hundredths (2,298.50') feet; thence South zero (00) degrees, twenty-four (24) minutes, zero (00) seconds East, a distance of thirty-four and four hundredths (34.04') feet to a point located North zero (00) degrees, zero (00) minutes, zero (00) seconds East, a distance of five hundred sixty-seven and thirty-six hundredths (567.36') feet, South eighty-nine (89) degrees, thirty-two (32) minutes, fifty-seven (57) seconds West, a distance of one thousand seven hundred twenty-three and seventy-nine hundredths (1,723.79') feet, North zero (00) degrees, twenty-four (24) minutes, zero (00) seconds West, a distance of thirty-eight and seventy-two hundredths (38.72') feet from the northeast corner of "Carland Beach", a subdivision in the City of Toledo, Lucas County, Ohio and described in Volume 38, Pages 27 and 28, Lucas County Book of Plats; thence North eighty-six (86) degrees, thirty-three (33) minutes, twenty-nine (29) seconds West, a distance of four hundred eighty-seven and seventy-three hundredths (487.73') feet to the intersection of the northwesterly right-of-way line of Edgewater Drive (as it now exists); thence North thirty-four (34) degrees, fifty (50) minutes, fifty (50) seconds East along

the said northwesterly right-of-way line of Edgewater Drive, a distance of ninety-three and eleven hundredths (93.11') feet; thence South seventy-four (74) degrees, thirty-three (33) minutes, thirty (30) seconds East, a distance of one hundred seventy-three and eighty-one hundredths (173.81') feet to the intersection of a line drawn thirty and zero hundredths (30.00') feet northerly of and parallel with the said Ohio-Michigan State Line; thence North eighty-nine (89) degrees, zero (00) minutes, fifteen (15) seconds East along said line drawn thirty and zero hundredths (30.00') feet northerly of and parallel with the Ohio-Michigan State Line, a distance of two hundred sixty-five and seventy-two hundredths (265.72') feet; thence North zero (00) degrees, twenty-four (24) minutes, zero (00) seconds West, a distance of one hundred thirty-seven and forty-five hundredths (137.45') feet; thence North eighty-nine (89) degrees, thirty-six (36) minutes, zero (00) seconds East, a distance of thirty-five and zero (35.00') feet; thence North zero (00) degrees, twenty-four (24) minutes, zero (00) seconds West, a distance of twenty-five and zero hundredths (25.00') feet to the intersection of the said southerly line of "Ottawa Shores Replat and Extension"; thence North eighty-nine (89) degrees, thirty-six (36) minutes, zero (00) seconds East along the said southerly line of "Ottawa Shores Replat and Extension", a distance of three hundred eighty-nine and twenty-eight hundredths (389.28') feet to the POINT OF BEGINNING.

C. Compliance with Agreements. For so long as there shall be connection to the Toledo sanitary sewage disposal system, Zachrich, Toledo and the Township of Erie shall comply with all of the terms of the Zachrich Agreement, and the Lost Peninsula Sanitary Sewage Agreement, except as modified by the Zachrich Agreement.

D. Charges, Fees, Costs, and Assessments. Toledo shall directly charge and assess Zachrich, and Zachrich shall directly and promptly pay for all charges, fees, costs, and assessments, billed or assessed by Toledo for the Toledo sanitary sewage disposal system connection and use by Zachrich in the property. The Township of Erie hereby authorizes Toledo to take any and all



lawful actions to collect any and all charges, fees, costs, and assessments, charged or assessed by Toledo to Zachrich. The Township of Erie assigns any and all of its rights that it might have to Toledo that Toledo may be able to use in enforcing its rights against Zachrich to collect said charges, fees, costs, and assessments. In addition, at the request of Toledo, the Township of Erie shall utilize any rights accorded the Township of Erie in this Ordinance to collect said charges, fees, costs, and assessments, including the right to lien the property and add the amounts owed to the Erie Township tax roll.

E. Access. In addition to Toledo having access to the sanitary sewage disposal facilities in the property, the Township of Erie and the County of Monroe shall likewise have said access, regardless of whether the facilities remain private or become public.

F. County Agency and Installation. Section 9 of this Ordinance requires that the development, construction, operation, maintenance, alteration, repair, and the management of the Erie Township sanitary sewage system shall be under the supervision and control of the Monroe County Drain Commissioner as "County Agency", under the provisions of Act 342, Public Acts of Michigan, 1939, as amended. It is also subject to any further contract that may be entered into between the County of Monroe and the Township of Erie. Because at the time when connection first occurs the nature of the sanitary sewage disposal operations in the property is private in nature, and no public facilities will be involved, said facilities shall not be under the supervision and control of the Monroe County Drain Commissioner as "County Agency", except as required by the laws and statutes of the United States of America, the United States Environmental Protection Agency, including any laws, regulations, orders, directives, or requirements of that Agency, or the laws, rules, or regulations of the State of Michigan or the State of Ohio. Section 14 of this Ordinance provides that all new, improved, expanded, or replacement sanitary sewage disposal system sewers, connections and/or pumping facilities in the Erie Township sanitary sewage system shall be constructed and inspected in accordance with rules, regulations, standards, specifications and conditions established by the Monroe County Drain Commissioner for the South Monroe county system, and that all construction, materials, appurtenances, sizes, slopes, alignments, and methods to be used in the excavating, placing a pipe, joints, testing and backfilling shall be in accordance with such standards and specifications. For the same reasons as stated for Section 9, the provisions of Section 14 shall not apply to the sanitary sewage disposal facilities in the property. If, at any time in the future, the property shall become part of an Erie Township sanitary sewage system acquired, constructed, developed, or extended on its own, and if Erie Township can provide a connection point in the

Lost Peninsula Sanitary Sewage District within the distance legally required for connection, then the sanitary sewage facilities located on the property shall so comply with all of the requirements of Sections 9 and 14 of this Ordinance, and the Township of Erie can require that Zachrich disconnect from the Toledo sanitary sewage disposal system, and connect into said Erie Township sanitary sewage system.

G. Reports and Correspondence. The Township of Erie, Toledo, and Zachrich shall exchange copies of any and all reports, correspondence, or other written information pertaining to the sanitary sewage disposal system on the property, at the request of any party.

H. Successors. When the term "Zachrich" is used herein, it shall be deemed to designate, in addition to Zachrich, any of Zachrich's successors and assigns.

#### Section 2.

All ordinances or parts of ordinances in conflict with this Ordinance or to the extent of such conflict repealed.

#### Section 3.

This Ordinance, and the various parts, sentences, paragraphs, sections, subsections, phrases, and the clauses thereof, are hereby declared to be severable. If any part, sentence, paragraph, section, subsection, phrase, or clause is adjudged unconstitutional or invalid, it is hereby provided that the remainder of the Ordinance shall not be affected thereby. The Township Board hereby declares that it would have passed this Ordinance and each part, sentence, paragraph, section, subsection, phrase, and clause thereof, irrespective of the fact that either one (1) or more parts, sentences, paragraphs, sections, subsections, phrases, or clauses are declared invalid.

#### Section 4.

This Ordinance shall become effective thirty (30) days after it, or a summary of it, has been published in a newspaper of general circulation in the Township of Erie.

I, Gayle A. Burlen, Township Clerk, with the Township of Erie, do hereby certify that this Ordinance was adopted by the Township Board of the Township of Erie, Monroe County,

Michigan, at a regular meeting of the Township Board held at the Erie Township Hall, Erie Township, Michigan, on the 13th day of April, 1993.

Vote on said Ordinance, 4 members being present and 1 members being absent was as follows:

Members' Last Names

Voting in favor:

Burlen

Norts

Cousino

Gordy

Voting against:

0

Abstained:

0

Absent:

Dusseau

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Gayle A. Burlen  
GAYLE A. BURLEN,  
Erie Township Clerk

ATTEST:

Margaret M. Dusseau  
MARGARET M. DUSSEAU,  
Erie Township Supervisor

I, Gayle A. Burlen, Township Clerk of the Township of Erie, do hereby certify that either this Ordinance or a summary thereof, was published on the 20th day of April, 1993, in the Monroe Evening News, Monroe County, Michigan, a newspaper of general circulation in the Township of Erie, within thirty (30) days of adoption of the Ordinance.

Gayle A. Burlen  
Gayle A. Burlen,  
Erie Township Clerk

ATTEST:

Margaret M. Dusseau  
MARGARET M. DUSSEAU,  
Erie Township Supervisor

ADOPTED: April 13, 1993

PUBLISHED: April 20, 1993

EFFECTIVE: May 20, 1993

**ERIE TOWNSHIP ORDINANCE NUMBER 85-C**

**Amendment to Erie Township  
Sanitary Sewage Ordinance, Ordinance No. 85**

An Ordinance enacted pursuant to Public Acts No. 320 of 1927, No. 342 of 1939, No. 129 of 1943, and No. 246 of 1945, as amended, to provide for the public health, safety, and general welfare of the persons and property of the Township of Erie, County of Monroe, State of Michigan, to amend the Erie Township Sanitary Sewage Ordinance, said Amendment to provide for an amended BFI Sanitary Sewage Agreement and District.

**THE TOWNSHIP BOARD OF THE TOWNSHIP OF ERIE, COUNTY OF MONROE, STATE OF MICHIGAN, ORDAINS:**

**SECTION 1.**

Erie Township Ordinance No. 85, as amended specifically by Ordinance No. 85-A, and as generally amended, known as the "Erie Township Sanitary Sewage Ordinance", is hereby amended by deleting Section 6A and replacing it with a new Section 6A with the same title, such that said new Section 6A shall read in full as follows:

**Section 6A – BFI SANITARY SEWAGE AGREEMENT AND DISTRICT**

A. **BFI Sanitary Sewage Agreement.** On the 4th day of April, 1989, the Township of Erie entered into a written contract with the City of Toledo, Ohio, ("Toledo"), wherein Toledo agreed, pursuant to certain conditions and restrictions, to provide sanitary sewage disposal service for certain property located in the Township of Erie, County of Monroe, State of Michigan, owned at the time of said contract by Browning-Ferris Industries Ohio/Michigan, Inc., ("BFI"). On the 9th day of June, 1998, the Township of Erie entered into a first amendment to the April 4, 1989 written contract with Toledo, entitled "First Amendment to BFI Wastewater Agreement between City of Toledo and Erie Township", which amended the Sanitary Sewer District, and increased the maximum rate and flow to 105,000 gallons per day and 100 gallons per minute. On the 21st day of March, 1989, the Township of Erie also entered into a separate written contract with BFI, binding on BFI and its successors and assigns, relating to the contract that had been entered into by the Township of Erie and Toledo. On the 9th day of June, 1998, the Township of Erie entered into a first amendment to the March 21, 1989 written contract with BFI, entitled "First Amendment to BFI Sanitary Sewage Agreement (Contract Between Erie Township and BFI Waste Systems of North America, Inc.)", which amended the Sanitary Sewer District, and increased the maximum rate and flow to 105,000 gallons per day and 100 gallons per minute. Together, those two contracts, as amended, collectively constitute a new "intergovernmental sanitary sewage service agreement", as was provided for in Section 4 of this Ordinance. That intergovernmental sanitary sewage service agreement, comprising both the Toledo contract and the BFI contract, as amended, shall be known collectively as the "BFI Sanitary Sewage Agreement". Pursuant to the terms of the BFI Sanitary Sewage Agreement, and as provided herein, there shall only be one "citizen-user"

utilizing the sanitary sewage disposal service offered by the City of Toledo, and that one citizen-user is BFI. The BFI Sanitary Sewage Agreement is hereby confirmed and adopted by reference into this Ordinance, and will, in addition to this Ordinance, any amendments thereto, and any resolutions adopted in connection therewith, govern the Township of Erie and BFI within the designated intergovernmental sanitary sewage service agreement area. At the time that the BFI Sanitary Sewage Agreement was first entered into, facilities had actually been constructed in the designated intergovernmental sanitary sewage service agreement area for BFI, and connection and operation was ready to commence. At the time of the first amendments to the BFI Sanitary Sewage Agreement, sanitary sewage originating in the intergovernmental sanitary sewage service agreement area was being disposed of by the City of Toledo, and said service was to continue for the amended sanitary sewage service agreement area.

B. District Establishment. Consistent with the BFI Sanitary Sewage Agreement, and to be a part of the Erie Township Sanitary Sewage System, a sanitary sewage disposal district is hereby set up in the Township of Erie, which shall hereafter be known as the "BFI Sanitary Sewage District", which shall be the designated intergovernmental sanitary sewage service agreement area for BFI. The BFI Sanitary Sewage District encompassed certain property when the BFI Sanitary Sewage Agreement was first adopted. At the time of the first amendments to the BFI Sanitary Sewage Agreement, the BFI Sanitary Sewage District became defined and to be known as the territory consisting of and limited to that part of the Township of Erie, County of Monroe, State of Michigan, described as:

Beginning at the intersection of the Michigan–Ohio state line and the east line of said Section 6, also being the centerline of Hagman Road,

thence N 89° 51' 57" W 2631.37 feet along said State line;  
thence N 00° 33' 59" E 882.97 feet along the west line of the NE ¼ of said Section 6;  
thence N 34° 33' 02" E 2736.62 feet along the southeasterly line of land owned by Consolidated Rail Corporation, said line being parallel with and 56.00 feet southeasterly of the centerline of the southeastern most main line track;  
thence along the centerline of Lotus Drive in the following three (3) courses:

N 80° 20' 57" E 610.11 feet;  
N 71° 14' 27" E 297.92 feet;  
S 68° 21' 01" E 256.78 feet;

thence S 00° 54' 11" W 657.40 feet along the east line of Section 31;  
thence along the centerline of Halfway Creek in the following four (4) courses:

N 65° 54' 11" E 298.40 feet;  
N 86° 39' 11" E 462.14 feet;  
N 64° 58' 39" E 368.91 feet;  
S 87° 53' 55" E 91.50 feet;

thence along the west line of a 175 foot wide parcel owned by Consumers Power Company in the following seven (7) courses:

S 00° 22' 15" W 86.32 feet;  
N 89° 37' 45" W 20.00 feet;  
S 00° 22' 15" W 956.87 feet;  
S 88° 03' 00" E 10.00 feet;  
S 00° 22' 15" W 521.41 feet;  
S 88° 03' 00" E 10.00 feet;  
S 00° 22' 15" W 1315.55 feet;

thence S 89° 31' 07" W 1182.13 feet along the Michigan–Ohio state line to the POINT OF BEGINNING. Being a part of said Sections 5 and 6, T9S, R8E, and Sections 31 and 32, T8S, R8E, and containing 226.31 acres of land, more or less. Being subject to all highways, easements, and restrictions of record, if any.

C. Obligations. For so long as there shall be connection to the Toledo Sanitary Sewage Disposal System, the Township of Erie shall comply with all of the terms of the BFI Sanitary Sewage Agreement, and BFI shall also comply with all of the terms of said Agreement. For so long as there is connection to the Toledo Sanitary Sewage Disposal System, all facilities must be inspected and approved by Toledo or its agent.

D. Charges, Fees, Costs, and Assessments. Toledo shall directly charge and assess BFI, and BFI shall directly and promptly pay for all charges, fees, costs, and assessments, billed or assessed by Toledo for Toledo Sanitary Sewage Disposal System connection and use by BFI in the BFI Sanitary Sewage District. The Township of Erie hereby authorizes Toledo to take any and all lawful actions to collect any and all charges, fees, costs, and assessments, charged or assessed by Toledo to BFI. Erie assigns any and all of its rights that it might have to Toledo that Toledo may be able to use in enforcing its rights against BFI to collect said charges, fees, costs, and assessments.

E. Pass-through of Charges, Fees, Costs, and Assessments. All charges, fees, costs, and assessments properly billed or assessed to the Township of Erie by Toledo in accordance with the BFI Sanitary Sewage Agreement, shall be passed through and billed by the Township of Erie to BFI for services within the BFI Sanitary Sewage District. Said pass-through of charges, fees, costs, and assessments shall be billed by the Township of Erie to BFI as soon after the Township of Erie is billed or assessed as is reasonable. Pursuant to the BFI Sanitary Sewage Agreement, it is contemplated that Toledo will be directly billing or assessing BFI for all of said charges, fees, costs, and assessments.

F. Additional Fees of the Township of Erie. The Township of Erie is empowered and does hereby assess and charge against BFI for services within the BFI Sanitary Sewage District certain additional fees over and above those passed through from Toledo, which shall be set by resolution of the Township Board of the Township of Erie from time to time, but in the event there is no resolution in effect, said charge shall be ten percent (10%) of any and all charges, fees, costs, and assessments passed through from Toledo. Said additional fees shall be billed by the Township of Erie to BFI for services within the BFI Sanitary Sewage District at the same time as any passed-through charges, fees, costs, and assessments are billed or assessed. If no charges, fees, costs, and assessments are billed or assessed to the Township of Erie by Toledo, then there shall be no additional fees. No additional fees shall be assessed or charged for those charges, fees, costs, and assessments billed directly to BFI.

G. Adoption of Toledo Laws, Rules and Regulations. To the extent necessary to comply with the BFI Sanitary Sewage Agreement, the Township of Erie does hereby adopt the provisions of Chapter 925-931 of the Toledo Municipal Code and City Charter provisions, Ordinances of Toledo, and Toledo Rules, Regulations and standards related thereto which are now or hereafter in effect, which might affect the use of the Toledo Sanitary Sewage Disposal System by BFI for sewage disposal services in the BFI Sanitary Sewage District. The Township of Erie and BFI, for services within the BFI Sanitary Sewage District, shall be subject to and bound and governed by those laws and regulations of Toledo.

H. Access. For so long as there shall be connection to the Toledo Sanitary Sewage Disposal System, Toledo shall have access to the BFI Sanitary Sewage District facilities, whether they be public or private, and at the time of Ordinance Amendments 85-A and 85-C it is contemplated that they will be private, for purposes of surveillance, sampling, testing, measurements, and inspection, all in compliance with the BFI Sanitary Sewage Agreement.

I. County Agency and Installation Standards. Section 9 of this Ordinance requires that the development, construction, operation, maintenance, alteration, repair and management of the Erie Township Sanitary Sewage System shall be under the supervision and control of the Monroe County Drain Commissioner as "County Agency" under the provisions of Act 342, Public Acts of Michigan, 1939, as amended. It is also subject to any further contract that may be entered into between the County of Monroe and the Township of Erie. Because the nature of the BFI Sanitary Sewage District operations is private in nature, and no public facilities will be involved, the BFI Sanitary Sewage District shall not be under the supervision and control of the Monroe County Drain Commissioner as "County Agency", except as required by the laws and statutes of the United States of America, the United States Environmental Protection Agency, including any laws, regulations, orders, directives, or requirements of that agency, or the laws, rules, or regulations of the State of Michigan or the State of Ohio. Section 14 of this Ordinance provides that all new, improved, expanded, or replacement sanitary sewage disposal system sewers, connections and/or pumping facilities in the Erie Township Sanitary Sewage System shall be constructed and inspected in accordance with rules, regulations, standards, specifications and conditions, established by the Monroe County Drain Commissioner for the South Monroe County System, and that all construction, materials, appurtenances, sizes, slopes, alignments, and methods to be used in excavating, placing a pipe, joints, testing and backfilling shall be in accordance with such standards and specifications. For the same reasons as stated for Section 9, the provisions



of Section 14 shall not apply to the BFI Sanitary Sewage District. If, at any time in the future, the BFI Sanitary Sewage District shall become part of an Erie Township Sanitary Sewage System acquired, constructed, developed, or extended on its own, then the BFI Sanitary Sewage District facilities shall so comply with all of the requirements of Sections 9 and 14 of this Ordinance, and the Township of Erie can require that BFI disconnect from the Toledo Sanitary Sewage Disposal System, bring all of the BFI sanitary sewage facilities into compliance as required pursuant to Sections 9 and 14, as well as the other provisions of this Ordinance, and connect into said Erie Township Sanitary Sewage System.

J. Reports and Correspondence. The Township of Erie, Toledo and BFI shall exchange copies of any and all reports, correspondence, or other written information pertaining to the BFI Sanitary Sewage District, at least monthly. Toledo shall provide the Township of Erie with at least an annual report generally relating the status of the BFI Sanitary Sewage District.

K. Successors. When the term "BFI" is used herein, it shall be deemed to designate, in addition to Browning-Ferris Industries Ohio/Michigan, Inc., any of its successors and assigns.

## SECTION 2.

All Ordinances or parts of Ordinances in conflict with this Ordinance are to the extent of such conflict repealed.

## SECTION 3.

This Ordinance, and the various parts, sentences, paragraphs, sections, subsections, phrases, and the clauses thereof, are hereby declared to be severable. If any part, sentence, paragraph, section, subsection, phrase or clause is adjudged unconstitutional or invalid, it is hereby provided that the remainder of the Ordinance shall not be affected thereby. The Township Board hereby declares that it would have passed this Ordinance and each part, sentence, paragraph, section, subsection, phrase and clause thereof, irrespective of the fact that either one or more parts, sentences, paragraphs, sections, subsections, phrases or clauses are declared invalid.

## SECTION 4.

This Ordinance shall become effective thirty-one (31) days after it, or a summary of it, has been published in a newspaper of general circulation in the Township of Erie.

I, Gayle M. Burlen, do hereby certify that I am the duly elected and acting Clerk of the Township of Erie, and I do hereby certify and this Ordinance was adopted by the Township Board of the Township of Erie, Monroe County, Michigan, at a regular meeting of the Township Board held at the Erie Township Hall, Erie Township, Michigan, on the 23rd day of June, 1998.

Vote on said Ordinance, 4 members being present and 1 members being absent, was as follows:

Member's Last Name

Voting in Favor:	<u>Cousino</u>	<u>Bonkoski</u>
	<u>Grod</u>	<u></u>
	<u>Pfaff</u>	<u></u>
Voting Against:	<u>0</u>	<u></u>
Abstained:	<u>0</u>	<u></u>
Absent:	<u>Burlen</u>	<u></u>

\_\_\_\_\_  
GAYLE A. BURLEN,  
Eric Township Clerk

By Joann M. Cousino  
Joann M. Cousino, Deputy Clerk

Attest:

Daniel J. Bonkoski  
DANIEL BONKOSKI,  
Eric Township Supervisor

I, Gayle A. Burlen, Township Clerk of the Township of Eric, do hereby certify that a summary of this Ordinance was published on the 27th day of June, 1998, in the Monroe Evening News, Monroe County, Michigan, a newspaper of general circulation in the Township of Eric, within thirty (30) days of adoption of the Ordinance.

Gayle A. Burlen  
GAYLE A. BURLEN,  
Eric Township Clerk

Attest:



DANIEL BONKOSKI,  
Erie Township Supervisor

ADOPTED: 06/23/1998

PUBLISHED: 06/27/98

EFFECTIVE: 07/28/98

WTG/eap  
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