

STATE OF MICHIGAN
DEPARTMENT OF MANAGEMENT AND BUDGET
OFFICE OF PURCHASING
P.O. BOX 30026, LANSING, MI 48909
OR
530 W. ALLEGAN, LANSING, MI 48933

June 2, 1997

CHANGE NOTICE NO. 1
TO
CONTRACT AGREEMENT NO. 07190000011
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR Village of Baraga P. O. Box 290 Baraga, MI 49908	TELEPHONE William S. Yost (906) 353-6237
	VENDOR NUMBER/MAIL CODE
	BUYER (517) 373-8530 Fred Banister
NIGP #961-85 Water Supply - DOC - Baraga Maximum Security Prison	
CONTRACT PERIOD: 25 Years From: February 20, 1990 To: February 20, 2015	
TERMS N/A	SHIPMENT N/A
F.O.B. N/A	SHIPPED FROM N/A
MINIMUM DELIVERY REQUIREMENTS N/A	

CHANGE(S):

Effective 6/1/97, change inmate capacity from 440 to 616. Agency has added two (2) 88-bed housing units for a total increase of 176 inmates.

AUTHORITY/REASON:

Per request from DOC (George Walter) in memo dated 5/27/97 and letter from Village of Baraga dated 5/29/97.

ESTIMATED INCREASE: \$91,589.40 (\$5,088.30/year x 18 years)

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OFFICE OF PURCHASING
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June 3, 1997

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OF
CONTRACT AGREEMENT NO. 07190000011
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR		TELEPHONE William S. Yost (906) 353-6237
Village of Baraga P. O. Box 290 Baraga, MI 49908		VENDOR NUMBER/MAIL CODE
		BUYER (517) 373-8530 Fred Banister
NIGP #961-85 Waste Water Collection & Treatment - DOC - Baraga Maximum Security Facility		
CONTRACT PERIOD: 25 Years From: February 20, 1990 To: February 20, 2015		
TERMS N/A	SHIPMENT N/A	
F.O.B. N/A	SHIPPED FROM N/A	
MINIMUM DELIVERY REQUIREMENTS N/A		

The terms and conditions of this Contract are those of the attached agreement executed on February 20, 1990, and Change Notice #1 dated 6/2/97. In the event of any conflicts between the specifications, terms and conditions indicated by the State and those indicated by the vendor, those of the State take precedence.

Estimated 25 Year Contract Price: **\$907,397.75**

AGREEMENT FOR WASTE WATER COLLECTION
AND TREATMENT FOR BARAGA MAXIMUM SECURITY PRISON

THIS AGREEMENT is made the ~~20th~~ day of February, 1990 under the authority of 1984 PA No. 431, codified as MCLA 18.1101; MSA 3.516 (101) at seq. between the Village of Baraga, a municipal corporation, (hereinafter referred to as the "Village") and the State of Michigan, (hereinafter referred to as the "State"); and

WHEREAS the Village is the owner and operator of a wastewater collection and treatment system in Baraga County, Michigan, and is engaged in the collection and treatment of wastewater from consumers in the Village of Baraga and environs as ordained by Baraga Village Ordinance No. 147 ; and

WHEREAS the State desires to purchase wastewater collection and treatment services from the Village to supply a 440 bed maximum security prison to be constructed in the Village; and

WHEREAS the State, pursuant to the authority of 1985 PA 316 has appropriated funds which may be used pay the State's cost, as set forth in Exhibit A, for the design, permits, inspection fees and construction of the proposed improvements to, and extensions of, the Village's existing wastewater collection and treatment system, all of which are shown and set forth upon Exhibit B attached hereto; now therefore, witnesseth, that in consideration for the mutual covenants herein contained, and the benefits arising and incurring unto the Village and the State hereby, it is agreed as follows:

1. Within 30 days of the execution of this Agreement by both the Village and the State, the Village shall engage the services of a consulting engineering firm for the design and administration of the construction of wastewater collection and treatment system improvements and extensions which shall be owned and maintained by the Village. Within 10 days of the receipt of all bids, the Village shall notify the State of the costs of proposed construction.

2. The Village shall have the right reject any and all bids received and further, shall have the right to waive any defect or irregularity in any bid received.

3. The State shall reimburse the Village for all reasonable design and construction engineering costs, as well as for the actual construction cost incurred by the Village for the wastewater collection and treatment system improvements and extensions.

4. It is understood and agreed that the Village or its consulting engineers shall inspect the wastewater collection and treatment system improvements and extensions during the period of construction for the purpose of insuring a uniform standard of construction and to avoid any damage from or arising by reason of the use of inferior material or workmanship in component parts, and to assure compliance with the approved plans and specifications.

5. Upon the Village's acceptance of the completed work, each month the Village shall furnish to the State a statement of all current project costs. Upon approval by the State of each such statement of costs submitted by the Village, the State shall pay the Village on a monthly basis for that portion of the improvement constructed, less any prior payments. The State's total cost

for the project shall not exceed actual construction and related costs for the proposed wastewater collection and treatment system improvements, which are presently estimated to be in the amount of \$ ~~595,164.00~~ ^{638,585.00} ~~2M~~ ¹⁻³¹⁻⁹⁰, unless the Village and the State mutually agree to revise the contract amounts as provided for in paragraph 6.

6. The contract amounts for the work within the scope of the project may be revised only under the following conditions:

A. The Village advises the State in writing, of the revised cost of the work and the reasons necessitating such changes, and

B. The State agrees in writing to such additional costs by authorizing the Village to issue a change order to the contractor.

C. If the change is necessitated as a result of an emergency which shall immediately endanger life or property, and obtaining prior authorization by the State for such change would jeopardize life or property, the Village may proceed with the work without prior State authorization, but shall advise the State of the additional costs and receive authorization as soon as possible.

D. The State's reimbursement to the Village for the cost of the additional work so authorized will be made upon the State's receipt of an itemized accounting of the cost together with appropriate supporting data. The State shall also reimburse the Village for associated engineering fees provided the change was not initiated due to an error or omission in the original contract documents.

7. The parties acknowledge that the provisions hereof pertain only to defraying the costs of construction of the wastewater collection and treatment

system improvements and extension and are not in lieu of, nor in mitigation of, any fees, rates or charges pertaining to system improvements and services under any ordinances or regulations.

8. The Village shall bill the State, in the same fashion it bills other like customers, for all wastewater treated for the state hereunder for the preceding billing period, or the minimum billing period average used. The Village reserves the right to amend the user rate schedule with respect to the system from time to time as it may, during the term of this Agreement, determine to be necessary. The Village shall charge the State no more than the Village's actual costs for connecting the prison to the Village's wastewater collection and treatment system.

Any payments which shall be due to the Village by the State as a result of the provisions of this Agreement shall be paid in full by the State within 30 days of billing.

9. The quality and characteristics of the sewage to be received by the treatment plant of the Village from the prison as provided for in this Agreement shall be consistent with the ordinances, rules and regulations currently applicable to sewage received from other customers of the Village and with any future amendments thereof which are of general applicability. The quality and characteristics of the State's sewage will be monitored by the Village. If the concentration of the sewage is higher than standard strength sewage as defined by ordinance, the State shall be charged an additional surcharge as outlined in such ordinance.

10. The sewage system to be furnished pursuant to the provisions of this Agreement shall be completed by the Village and connected to the prison system

on or before the 30th day of NOV, 1991. In addition, the Village shall provide sewage collection through its existing sewage collecting system to the construction manager and/or contractors, for construction purposes, when work is commenced at the construction site in amounts deemed acceptable by the Department of Natural Resources. Charges for sewage collection so supplied shall be billed at the same rate at which the State is to be billed for sewage collection pursuant to this Agreement.

11. The Village shall use reasonable diligence and care to provide regular and uninterrupted wastewater collection and treatment services to the prison. The Village shall not be liable for any failure, or interruption of wastewater treatment or any loss or damages resulting therefrom occasioned in whole or in part by any cause beyond the control of the Village.

12. Notwithstanding paragraph 11 above, should circumstances arise which require the Village to control or restrict the collection and treatment of wastewater collected and treated through the Village system to all consumers within the same classification as the prison, the Village may similarly restrict or control the collection and treatment of wastewater from the prison and the State agrees to abide by such restrictions.

13. The State shall be solely responsible for all costs associated with the installation, maintenance and repair of sewer lines, drains, grit chambers/screening devices, and related equipment within the prison facility boundaries and shall be solely responsible for all costs associated with tying the prison sewage collection system into the Village system.

14. No failure nor delay in performance of this Agreement shall be deemed to be a breach hereof when such failure or delay is occasioned by or due to any act of God, war, riot, epidemic, explosion, sabotage, breakage or malfunctioning of machinery or lines of pipe, the binding order of any court or governmental authority, or any other cause outside of the control of the party claimed to be in breach.

15. This Contract is not intended to, and shall not be construed as, vesting any rights or privileges in any third party as a third party beneficiary.

16. This Contract may not be assigned by either party without the written consent of the other.

17. Any waiver by either party of any provision of this Contract shall not act as a waiver of any other provision of the Contract.

18. If any provision of this Contract shall be declared void and unenforceable by a court of competent jurisdiction, or by reason of legislative enactment, such event shall not effect the validity and enforceability of the remainder of this Contract.

19. The State may terminate this Contract in full or in part at any time provided that at least thirty (30) days advance written notification of its intention to so terminate shall be given to the Village. Such termination may be either for the State's convenience or because of the failure of the Village to fulfill its contractual obligations hereunder. Should notice be given by the State it shall state with specificity the reasons for such termination.

Upon receipt of such notice of intention to terminate the Village may immediately discontinue all services to be provided by it hereunder unless the said notice shall otherwise direct. In the event that the reason for termination is for the convenience of the State, the State agrees to pay the Village for its reasonable, necessary and documented expenses incurred in connection with this project through the date of termination. If the reason for termination is claimed to be the Village's failure to fulfill its contractual obligations hereunder, the Village may elect to cure the claimed breach and if the said breach shall be cured prior to the date of termination this Contract will continue in full force and effect.

Should the Village not elect to not cure the alleged breach, the State may undertake the remainder of the work and prosecute the same to completion by contract or otherwise. In such case, the Village shall liable to the State for any additional costs incurred by it which shall be over and above those which would have been incurred had it not been for the Village's breach.

20. This Agreement shall remain in effect for a period of twenty-five (25) years subject to renewal upon the mutual consent of the parties.

21. The Village has entered into this Agreement based upon the express representation of the State that the prison facility to which wastewater collection and treatment service shall be provided shall have a capacity limited to 440 prisoners. In the event the the prison facility is utilized to house more than 440 prisoners without the consent of the Village, the Village shall have the right to limit service until the State funds additional capacity.

This Agreement is executed by the Director of Purchasing, Department of Management and Budget, State of Michigan, on behalf on the State, and the President of the Village of Baraga, on behalf of the Village of Baraga, pursuant to approval by the State Administrative Board given on the 20th day of February, 1997

WITNESS:

Lenny L. Saites

Ray M. Howell

Patricia Dore

STATE OF MICHIGAN

Ray M. Howell
By:
Director of Purchasing
Department of Management and
Budget

VILLAGE OF BARAGA

Paul W. Howell
By:
President

DESCRIPTION OF PROJECT

The proposed project consists of developing plans and specifications for the wastewater collection and treatment improvements in the Village of Baraga, Baraga County in Michigan's Upper Peninsula. The project as described in the Facilities Planning Report, consists of:

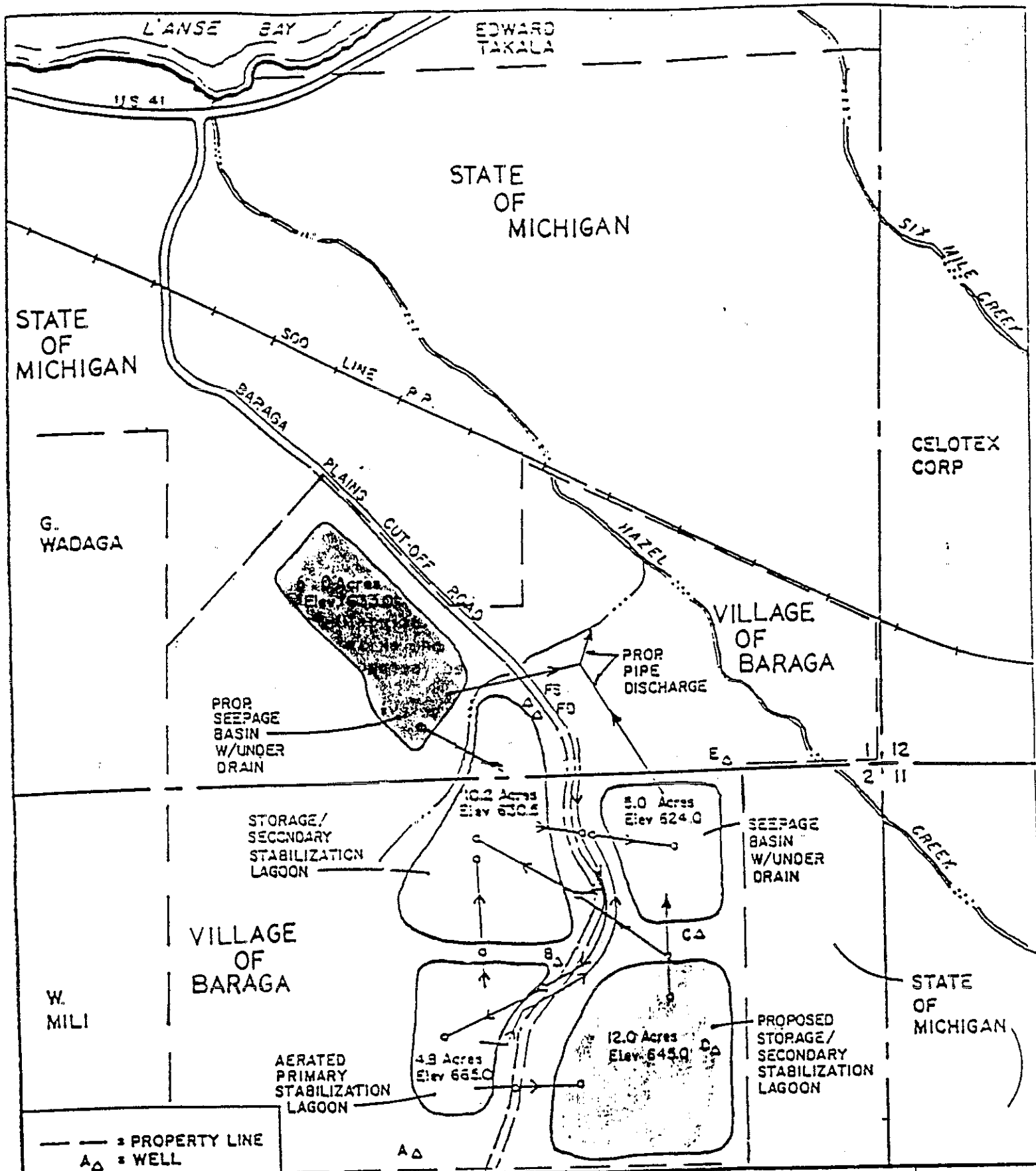
- a. Rehabilitation of the collection sewers to eliminate the sources of approximately 59 percent of the identified I & I projected to occur in the year 2010, assuming 65% of sewer rehabilitation will be effective.
- b. Rehabilitation of the existing main lift station and construction of a new lift station and force main to convey wastewater to the treatment facility.
- c. Construction of an equalization basin to contain wastewater when pumping capacity at the lift stations is reached. When flows are lower, wastewater is then pumped to treatment site.
- d. Modification and expansion of the treatment facility to provide a 5-acre aerated primary treatment lagoon, one existing 10-acre and one 12-acre secondary treatment/storage lagoons and one existing 5-acre with underdrains added and one 6-acre underdrained, seepage basins.

The recommended improvements would eliminate the existing discharges of sewage to Keweenaw Bay. No major detrimental environmental impacts are anticipated during or after construction of the proposed facilities.

The design phase will include development of an approvable user charge/industrial cost recovery system (UC/ICR).

The construction phase of the project will include project engineering, advertising and awarding of bids, preparation of an Operation and Maintenance (O&M) Manual, project inspection, start-up services, and performance certification.

The proposed project facilities are shown on the attached diagram.



BRUING 40-21 40716	DRAWN PAT MULLER CHECKED DATE JULY.1989 SCALE 1" = 500' FILE NO.	PROPOSED WASTEWATER TREATMENT FACILITY IMPROVEMENTS (SCHEMATIC) C26-3119-01 U.P. ENGINEERING AND ARCHITECTURAL ASSOCIATES, INC. 322 SHELDEN AVE. HOUGHTON MICHIGAN 49931 BRANCH OFFICE at NORWAY, MICHIGAN 49870		VILLAGE OF BARAGA PHONE 906-482-4810 PHONE 906-563-5407	Job No. 802-8777
	<div style="text-align: center;"> </div>				

TREATMENT AND TRANSMISSION -- COST BREAKDOWN

Village of Baraga
Aerated Stabilization Lagoon and
Rapid Infiltration Land Application Treatment System

* Primary Ratio: .60

TREATMENT SITE	CONSTRUCTION COSTS		Unit Price	Extended Cost	EPA Elig. Portion	EPA Eligible Cost
	Quantity	Unit				
Aerated Stabilization Lagoon						
Aeration System		LS	\$95,000	\$95,000	.60	\$57,000
Clean Lagoon		LS	5,000	5,000	1.00	5,000
New Stabilization Lagoon						
Stripping	21,000	CY	1.00	21,000	.60	13,000
Excavation	355,235	CY	1.50	533,000	.60	320,000
Embankment	177,618	CY	1.00	178,000	.60	107,000
Liner	64,000	SY	3.00	192,000	.60	115,000
Riprap	13,010	SY	9.00	117,000	.60	70,000
Existing Infiltration Basin						
Underdrain System	8,500	LF	3.25	28,000	1.00	28,000
New Infiltration Basin						
Stripping	10,100	CY	1.00	10,000	.60	6,000
Excavation	118,412	CY	1.50	178,000	.60	107,000
Embankment	67,818	CY	1.00	68,000	.60	41,000
Underdrain System	8,500	LF	3.25	28,000	.60	17,000
Site Work						
Clear and Grub	24	ACRE	1,500	36,000	.60	22,000
Fencing	4,100	LF	5.00	21,000	.60	13,000
Landscaping	7	ACRE	1,500	11,000	.60	7,000
Erosion Control	4,100	LF	4.00	16,000	.60	10,000
Site Piping	3,000	LF	25	75,000	.60	45,000
Manholes	4	EACH	1,200	5,000	.60	3,000
Valves	12	EACH	2,000	24,000	.60	14,000
Roadway	5,830	LF	1.50	9,000	.60	5,000
Maint. Equipment		LS	5,000	5,000	1.00	5,000
Electrical		LS	10,000	10,000	1.00	10,000
Cascade Structures	2	EA	10,000	20,000	1.00	20,000
Building, Aeration System (16'x20')		LS	15,000	15,000	1.00	15,000
Misc. Flow Structures		LS	17,000	17,000	.60	10,000
Flow Metering		LS	5,000	5,000	1.00	5,000
Monitoring Wells	3	EA	1,000	3,000	1.00	3,000
Storm Drainage Culvert	300	LF	25	8,000	1.00	8,000
Laboratory Equipment		LS	10,000	10,000	.60	6,000
Subtotal, Treatment Site				\$1,743,000		\$1,087,000

* Primary Ratio = 221,000 gpd/366,000 gpd

TRANSMISSION	Quantity	Unit	Unit Price	Extended Cost	EPA Eligible Proportion	EPA Eligible Cost
<hr/>						
LIFT STATIONS						
New Lift Station	1	EACH	100,000	100,000	.97	97,000
Modify Existing Lift Station		LS	10,000	10,000	.97	9,700
Emergency Stand By Generator	1	EACH	60,000	60,000	.97	58,000
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TRANSMISSION SEWER						
10" Force Main	8,970	LF	30	269,000	1.00	269,000
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FLOW EQUALIZATION						
Storage Tank	1	EACH	129,000	129,000	.97	125,000
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Subtotal, Transmission				\$568,000		\$558,700
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SEWER REHABILITATION						
<hr/>						
Repair and Replacement				127,700	1.00	127,700
[See Table VIII-2, Items (1-46), Facility Plan (2/89)]						
<hr/>						
Subtotal, Rehabilitation				\$127,700		127,700
<hr/>						
Total of Construction Costs				\$2,438,700		\$1,773,400
<hr/>						
INELIGIBLE CONSTRUCTION COSTS						
<hr/>						
Sewer Rehabilitation				20,000		
<hr/>						
TOTAL CONSTRUCTION COSTS				\$2,458,700		

	TOTAL	INELIGIBLE	ELIGIBLE	EPA PERCENT	EPA FUNDING	LOCAL FUNDING
	-----	-----	-----	-----	-----	-----
TOTAL OF CONSTRUCTION COSTS	2,458,700	685,300	1,773,400		1,192,770	1,265,930
ADMINISTRATIVE & LEGAL	25,000	20,000	5,000	48.91%	2,446	22,554
LAND	2,000	2,000	0			2,000
EASEMENTS	5,000	5,000	0			5,000
TOTAL BASIC ENGINEERING	191,800	117,600	74,200	48.91% *	108,400	83,400
OTHER ENGINEERING FEES	66,500	49,000	17,500	67.26% **	11,770	54,730
PROJECT INSPECTION FEE	115,300	0	115,300	48.91%	56,393	58,907
EQUIPMENT	25,000	20,000	5,000	67.26% **	3,363	21,637
10% CONTINGENCY	245,870	68,530	177,340		119,277	126,593
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	3,135,170	967,430	2,167,740		1,494,420 ***	1,640,750

PERCENT OF EPA FUNDING = $[(1,773,400/2,438,700)*55\% + (1,087,000/2,438,700)*20\%] = .4891$

EPA BASIC ENGINEERING ALLOWANCE = $1,773,400 * 0.060456 = \$107,213$

* $(74,200 * 49\%) + [107,213 * 55\% + 107,213 * (1,087,000/1,773,400) * 20\%] = 108,400$

** $55\% + (1,087,000/1,773,400) * 20\% = .6726$

*** Page 7, line 19d

SUPPLEMENTAL INFORMATION

Site Acquisition - \$7,000

Land

Easements

2,000
5,000

Subtotal: \$7,000

Administrative and Legal Expenses - \$25,000

Legal Counsel

Bond Counsel

Administration

Publications, Bids, Ordinances, Etc.

5,000
5,000
10,000
5,000

Subtotal: \$25,000

Equipment - \$25,000

Safety Equipment

Mower Attachment

5,000
20,000

Subtotal: \$25,000

VILLAGE OF BARAGA

NOVEMBER 3, 1989

BREAKDOWN OF LOCAL SHARE FOR THE PROPOSED WASTEWATER FACILITIES IMPROVEMENTS

1.)	Aeration Lagoon	100,000	
2.)	New Stabilization Lagoon	1,041,000	
3.)	Existing Infiltration Basin Rehab.	28,000	
4.)	New Infiltration Basin	284,000	
5.)	Site Work	290,000	
6.)	New Lift Station	100,000	
7.)	Existing Lift Station Rehab.	10,000	
8.)	Emergency Stand-by Generator	60,000	
9.)	New Force Main	269,000	
10.)	New Equalization Tank	129,000	
11.)	Sewer Rehabilitation	147,700 *	
		<u>2,458,700</u>	
12.)	Land, Easements, Administration, Engineering, Equipment & Contingency	<u>676,470 **</u>	
	TOTAL CONSTRUCTION COSTS	\$3,135,170	
	EPA GRANT AMOUNT	<u>1,494,429</u>	NO : 6 CG MAY 82
	TOTAL LOCAL SHARE	\$1,640,741	-AID ENDED
	USE:	<u><u>\$1,640,750</u></u>	

* Not directly prison related therefore reduce appropriate amount from "prison share". Local share of rehabilitation costs are 45% of \$127,700 + \$20,000 = \$77,465; prison's share of \$77,465 is 33.1% or \$25,640.91.

** Related project soft costs are 21.6% of total project costs therefore, sewer rehabilitation's share of soft costs are 21.6% of \$25,640.91 or \$5,538.44.

Therefore "prison share" reduction is \$25,640.91 + \$5,538.44 = \$31,179.35.

Therefore total to be paid by the State is \$595,164 - 31,179 = \$563,985.

Village of Baraga

PROJECT SCHEDULE

Item	Completion Date
1. Receipt of Step 2/3 Grant	August 1989
2. Preliminary Field Work	September 1989
3. User Charge System (completion)	January 1990
4. Preliminary Plan of Operation (completion)	November 1989
5. Completion of Final Design Drawings & Specifications	November 1989
6. Bid Advertisement	February 1990
7. Final Procurement of Local Financing	April 1990
8. Acceptance of Bids	May 1990
9. Award of Construction Contract	June 1990
10. Final Plan of Operation	September 1990
11. O & M Manual (draft)	September 1990
12. O & M Manual (final)	October 1991
13. Construction (completion)	November 1991

VILLAGE OF BARAGA

5/24/89

Cost Allocation of
Proposed Wastewater Facilities Improvements
for State of Michigan Prison

A. Planning Costs - \$64,429.66 (July 1987 - September 1988)
Prison Share (80%) - \$51,544

B. Design & Construction Costs
Prison share allocation based on water use:

- 1) Design Wastewater Flow - 366,000 gpd
- 2) Existing Metered Water - 111,000 gpd
- 3) Prison Design Flow - 55,000 gpd
- 4) Prison Percentage

$$\frac{55,000}{111,000 + 55,000} = 33.1\%$$

- 5) Local Share of Project Cost = \$1,640,750
- 6) Prison Share - \$1,640,750 x 33.1% = \$543,620

C. TOTAL AMOUNT TO BE PAID BY STATE: ~~\$595,164~~ 563,985

See Nov. 3, 1989 Breakdown RTH

VILLAGE OF BARAGA

NOVEMBER 3, 1989

BREAKDOWN OF LOCAL SHARE FOR THE PROPOSED WASTEWATER FACILITIES IMPROVEMENTS

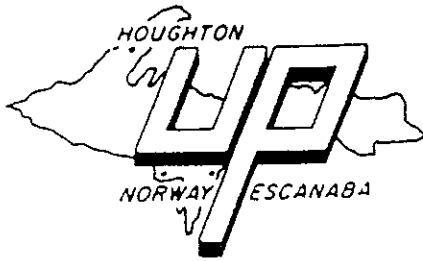
1.)	Aeration Lagoon	100,000
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12.)	Land, Easements, Administration, Engineering, Equipment & Contingency	<u>676,470 **</u>
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Therefore total to be paid by the State is \$595,164 - 31,179 = \$563,985.



U.P. ENGINEERING AND ARCHITECTURAL ASSOCIATES, Inc.
 322 SHELDEN AVENUE, HOUGHTON, MI 49931 • (906) 482-4810 • WATS 800-562-7684

BARAGA CORRECTIONAL FACILITY

Baraga, Michigan

Engineers Preliminary Estimate

June 22, 1989

**Proposed Sanitary Sewer Extension To
 Village of Baraga**

ITEM	ESTIMATED QUANTITIES	UNIT USED	UNIT PRICE	AMOUNT
SANITARY SEWER MAIN (8")	2,000	LF	25.00	\$50,000
SANITARY MANHOLES (4' DIAMETER)	6	EACH	1,500.00	9,000

Construction Subtotal: \$59,000

Plus 10% Contingency: 5,900

Total Construction Estimate: \$64,900

Plus Engineering/Survey/Inspection: 9,700

TOTAL ESTIMATED COST: \$74,600

*Facility Improvements per 11-3-89
 breakdown*

Sewer extensions

Total Contract Amount

563,985

74,600

638,585

*PTW
 1-31-90*

ORDINANCE NO. 147

AN ORDINANCE FIXING THE RATES TO BE CHARGED BY THE VILLAGE OF BARAGA FOR WATER AND SEWER SERVICE, TO BE IN FULL FORCE AND EFFECT ON THE BILLINGS FOR OCTOBER, 1987, SERVICE, AND ALL BILLINGS THEREAFTER UNTIL FURTHER AMENDED BY THE VILLAGE COUNCIL. THIS AMENDS ALL PREVIOUS SEWER AND WATER RATE ORDINANCES.

THE VILLAGE OF BARAGA ORDAINS:

SECTION 1. General purpose water rates within the corporate limits of the Village of Baraga:

- | | | |
|-----|---|---------|
| 1.1 | Residential | |
| | First 6,000 gallons per month | \$15.00 |
| | Each additional 1,000 gallons \$1.25 per 1,000 | |
| 1.2 | Commercial | |
| | 6,000 gallons of water per month | 25.00 |
| | \$1.25 per 1,000 gallons in excess of 6,000 gallons | |
| 1.3 | Large Industry | |
| | 100,000 gallons of water per month | 150.00 |
| | \$1.25 per 1,000 gallons in excess of 100,000 gallons | |
| 1.4 | State Park | |
| | 150,000 gallons of water per month | 225.00 |
| | \$1.25 per 1,000 gallons in excess of 150,000 gallons | |
| | Off season (Nov. 1 thru April 30) | 25.00 |
| 1.5 | Indian Park | |
| | 150,000 gallons of water per month | 225.00 |
| | \$1.25 per 1,000 gallons in excess of 150,000 gallons | |
| | Off season (Nov. 1 thru April 30) | 25.00 |
| 1.6 | Educational | |
| | 150,000 gallons per month | 300.00 |
| | \$1.25 per 1,000 gallons thereafter | |
| 1.7 | Armory | |
| | 50,000 gallons per month | 75.00 |
| | \$1.25 per 1,000 gallons in excess of 50,000 gallons | |

SECTION 2. General purpose water rates outside the corporate limits of the Village of Baraga

- | | | |
|-----|--|-------|
| 2.1 | Residential | |
| | 6,000 gallons or less | 25.00 |
| | Each additional 1,000 gallons \$1.25 per 1,000 | |

SECTION 3. General purpose sewer rates within the corporate limits of the Village of Baraga

- | | | |
|-----|--|--|
| 3.1 | Residential: | \$7.00 Service Charge per month, plus \$0.25 per 1,000 gals of water used |
| 3.2 | Commercial: | \$14.00 Service Charge per month, plus \$0.25 per 1,000 gals of water used |
| 3.3 | Large Industrial: | \$65.00 Service Charge per month plus \$0.25 per 1,000 gals water used |
| 3.4 | School: | \$10.00 per student per year |
| 3.5 | Indian Park: | \$600.00 per year |
| 3.6 | Armory: | \$40.00 Service Charge per month, plus \$0.25 per 1,000 gals water used |
| 3.7 | Customers without water meters will pay the base service charge as indicated above, plus the use charge based on the following average water consumption for the following classes until such time a meter is installed: | |
| | Residential | 6,000 |
| | Commercial | 5,000 |

These averages may be adjusted periodically.

SECTION 4. Users/multiple dwelling.
Each dwelling unit in the Village will be metered individually. Any unmetered premises which contain more than one dwelling unit, the owner or the occupant of the premises will be billed at the unmetered customer rate for each unit.

SECTION 5. Use and Reservation
Upon notification to the Village Office, in advance, any customer absent from their premises for a month or more, will not be billed for water for that period, providing there is no consumption of water registered upon the meter.

Persons will be allowed to run their water to prevent freezing at no additional cost if the following conditions are met:

1. The cause of freezing is due to the Village water lines, i.e. not deep enough. If it is the home owner's fault, such as lack of heat, no insulation, etc., the home owner or renter must assume actual water expenses.
2. Notification must be given to the Village Office, in advance.
3. The Village will determine if it is the fault of the Village or owner or renter. Superintendent of Public Works will decide.
4. If these are met, the consumer will be billed on an average normal consumption for a prior three month period.

SECTION 6. Other Charges

- 6.1 Water tap fees
\$200 for a 3/4" tap - \$300 for a 1" tap
Anything above to be prorated.
- 6.2 Sewer tap fees
\$200 for a 3" or 4" tap
Anything above to be prorated.
- 6.3 Thawing water lines - \$20.00 plus labor if other than regular hours.
- 6.4 Fee to turn off water or to turn on water, \$15.00.

SECTION 7. Billing

All water meters shall be read once in each one month period. Bills shall be rendered by the Village to consumers on the third of the month following the month that a meter was read and the amount due in accordance with the meter reading shall be due and payable on or before the 20th day of the month of billing.

SECTION 8. Late Charge

A late charge equal to Three (3%) per cent of the amount due from a consumer for water and sewer charges shall be assessed for each month, or fraction thereof, between the date when the consumer's bill was due and the date when the same shall be paid. Such late charge shall be collectible by the Village in the same manner and fashion as charges for water and sewer services as provided in Ordinance No. 135.

SECTION 9. Enforcement

The charges for water and sewer service are made a lien on all premises served thereby, and are hereby recognized to constitute such lien and whenever any such charge against any piece of property shall be delinquent for six (6) months, the Village official or officials in charge of collection thereof shall certify on or before January 1st of each year to the Village Assessor the fact of such delinquency, whereupon such charge shall be entered upon the next tax roll as a charge against such premises and the lien thereof enforced in the same manner as general village taxes against such premises are collected and the lien thereof enforced.

The foregoing provisions of this ordinance shall not apply in any instance where a lease has been legally executed and is in force, containing a provision that the lessor shall not be liable for payment of public utility bills as to any such bills accruing subsequent to the filing of the affidavit hereinafter provided for: Provided, that an affidavit with respect to the execution of such lease, containing the expiration thereof, shall

be filed with the Water and Light Department and twenty (20) days' notice shall be given by the lessor of any cancellation, change in or termination of the lease.

SECTION 10. Discontinuation of Service

In addition to other remedies provided, the Village shall have the right to shut off and discontinue the supply of water to any premises for non-payment of water and sewer rates when due. If such charges and rates are not paid within thirty (30) days after the penalty date thereof, the water service to such premises shall be discontinued. Water service so discontinued shall not be restored until all such sums then due and owing shall be paid in full, plus a reconnection charge of Fifteen Dollars (\$15.00).

The Village may discontinue service following written notice in case the meter on the customer's premises is tampered with in any manner to allow unmetered water to be used. The customer shall pay to the Village the estimated cost of the unmetered water used, as determined by the Village, and shall, at his own expense, place the water meter and remote reader in such condition as is approved by the Village.

All meters and remote readers must be located in such manner as to provide accessibility for reading, and refusal to provide access for authorized Village personnel in the performance of their duties will be sufficient cause for discontinuance of service.

SECTION 11. Liability

In case the supply of water shall be interrupted or fail by reason of accident or causes beyond the control of the Village of Baraga, the Village shall not be liable for damages by reason of such failure.

SECTION 12. Other Ordinances

All rules, regulations and provisions which have heretofore been enacted by ordinance or otherwise, shall continue to be in full force and effect until modified or amended.

SECTION 13. Savings Clause

If any section, subsection, sentence, clause, or phrase of this ordinance is, for any reason, held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance.

SECTION 14. Effective Date

This ordinance shall be in full force and effect for billings for water and sewer service rendered during the month of October, and after the passage of this ordinance and its publication.

Adopted: September 18, 1987

Paul Stark
Paul Stark, President

Published: September 23, 1987

W. John Waara
W. John Waara, Clerk

Effective: October 12, 1987