JOINT WATER/SEWER BOARD OF THE CITY OF BUCHANAN AND BUCHANAN TOWNSHIP** RESCHEDULED

MONDAY, NOVEMBER 23, 2026 – 7:00 AM

CHAMBER OF BUCHANAN CITY HALL - 302 N REDBUD TRAIL, BUCHANAN MI

AGENDA

THE JOINT WATER SEWER BOARD OF THE CITY OF BUCHANAN AND BUCHANAN TOWNSHIP, in compliance with the Open Meetings Act, hereby gives notice of a regular meeting to be held in the Chamber of Buchanan City Hall.

** Comments may be submitted in writing at least 72 hours in advance to the City Clerk at clerk@cityofbuchanan.com*

I. **Call to Order**

II. ***Pledge of Allegiance***

III. **Roll Call**

IV. **Approve Agenda**

V. ***Public Comment - Agenda Items Only***

VI. **Approve Minutes**

A. **Minutes Aug. 17, 2026**

VII. ***Unfinished Business***

VIII. ***New Business***

A. **Consider Assessment and Asset Management Planning of Township Sanitary Sewer System:** The Joint Water and Sewer Board will review proposals totaling $102,650 for sanitary sewer inspections and asset management planning within Buchanan Township. Discussion will focus on the City and Township's responsibilities under the 2014 operating agreements, project funding, and the required review of the utility rate structure.

B. **Water Department & Wastewater Reports**

C. **Water Resources Superintendent:** Taylor Davis

IX. ***Public Comment - Non-Agenda Items Only***

X. **Adjournment**

JOINT WATER/SEWER BOARD OF THE CITY OF BUCHANAN AND BUCHANAN TOWNSHIP

MONDAY, AUGUST 17, 2026 – 7:00 AM

CHAMBER OF BUCHANAN CITY HALL - 302 N REDBUD TRAIL, BUCHANAN MI

MINUTES

I. Call to Order

The meeting was called to order at 7:00 AM.

II. Pledge of Allegiance

The Pledge of Allegiance was recited.

III. Roll Call

PRESENT: Chairman/Buchanan Charter Township Trustee Tom Gordon. Buchanan Charter Township Supervisor Mindy Cole-Crocker, Mayor Pro Tem Patrick Swem, City Commissioner Larry Money, and Brian Murphy

CITY STAFF: City Manager Tony McGhee, City Clerk Kalla Langston-Weiss, Street Department Lead Klay Weaver, Wastewater Operators Zoey Martin and Terry Burns, Water Lead Operator Craig Miller

IV. Approve Agenda

Motion made by Cole-Crocker, seconded by Money, to approve the agenda, as presented. Voice vote carries unanimously.

V. Public Comment - Agenda Items Only

None.

VI. Approve Minutes

A. Consider the Regular Meeting Minutes from May 6th, 2026
Motion made by Swem, seconded by Murphy to approve the minutes as presented. Voice vote carries unanimously.

VII. Unfinished Business

VIII. New Business

A. PFAS Update
The Board received an update regarding ongoing PFAS mitigation efforts at the landfill. Recent testing indicated PFAS levels have decreased from the mid-60s to approximately 58. The State is seeking a reduction to 12, with discussions continuing regarding compliance timelines. The City has been granted additional time through the end of the year to evaluate progress. The landfill has implemented a nanotechnology treatment system and is installing a temporary cover to reduce stormwater infiltration and leachate entering the City's wastewater treatment plant. While these improvements will reduce treatment demands, they are also anticipated to decrease wastewater revenue by several hundred thousand dollars annually. Additional testing and engineering evaluations are ongoing to determine long-term treatment solutions. The Board discussed potential financial impacts, regulatory requirements, and continued coordination with the landfill. No action was taken.

B. Bertrand Extension Update

The Board received an update on the proposed water and sewer extension into Bertrand Township. Approximately $3 million has been allocated through the State budget, with an additional $3–4 million in potential funding being pursued through the Economic Development Administration (EDA). The estimated project cost is $7–8 million. The extension would support commercial and industrial expansion, provide additional utility revenue, and potentially allow the landfill to connect directly to the extended system. Discussion included Bertrand Township's potential financial contribution, ownership of infrastructure, utility billing arrangements, and future representation on the Joint Water and Sewer Board. Further discussions will take place as funding commitments are secured. No action was taken.

C. Michigan SRF-LSL Update

The Board received an update regarding approximately $2 million in funding through the State of Michigan for lead service line replacement.

Engineering and project planning are anticipated to begin in 2026, with construction expected in 2027. The initial focus will be the Cecil, Liberty, and Claremont neighborhoods, where previous water main improvements have already been completed.

Staff explained that updated EGLE requirements include certain galvanized service lines previously connected to lead components. Replacements will address service lines extending into homes. Future infrastructure improvements in the northern portion of the City are tentatively planned for 2029. The Board also received an update on the City's ongoing service line inventory and inspections, which are nearing completion. No action was taken.

D. Water & Wastewater Reports

Water Department

Craig provided the Water Department report, including updates on water meter replacements, service line inspections, water quality testing, and general operations. The Department continues replacing aging meter-reading transmitters and water meters to improve accuracy and reduce estimated readings. Remote shutoff-capable meters are also being installed in multi-unit properties to allow individual account management. Lead and copper sampling results were reviewed. Staff reported that the completed sampling results were within applicable limits.

The Board discussed water production, consumption, and discrepancies in reported water loss, particularly during June. Staff continues reviewing billing information and potential unmetered water usage. Craig also reported that Well No. 3, which has been inactive for several years due to manganese levels, is scheduled to be properly abandoned. The Board requested that future operating reports include regulatory benchmarks for comparison with reported water quality measurements. No action was taken.

Wastewater Department

The Wastewater Plant Operator provided an update on operations, maintenance, and equipment concerns. The wastewater treatment plant's ultraviolet (UV) disinfection system experienced a failure and remains out of service. Chemical disinfection is currently being utilized while staff evaluates repair and replacement options. A replacement system could cost approximately $200,000. The Board also discussed ongoing maintenance issues at the Mill Pond and Glacier lift stations, including pump repairs, equipment failures, and aging infrastructure. Staff reported that Jones & Henry recently evaluated the wastewater treatment plant and provided a favorable assessment of overall operations. Additional investigation will be completed before proceeding with major equipment expenditures.

The Board discussed preliminary costs associated with evaluating wastewater infrastructure and developing an updated asset management plan.

Staff reported an estimated $55,000 for cleaning and televising sewer lines, with additional engineering costs anticipated for infrastructure condition assessments and preparation of an asset management report. The proposed evaluation would include sewer lines, lift stations, and related infrastructure to assist with long-term capital improvement planning. No action was taken.

IX. Public Comment - Non-Agenda Items Only

None.

X. Adjournment

There being no further business, the meeting was adjourned at 7:59 a.m.

Memorandum

Date:	November 11, 2026
To:	Joint Water and Sewer Board
From:	Tony McGhee
Subject:	**Assessment and Asset Management Planning of Township Sanitary Sewer System**

Background

At the last Joint Water and Sewer Board (JWSB) meeting, staff was asked to obtain pricing for evaluating the condition of the sanitary sewer system located within Buchanan Township and developing an asset management plan to help guide future maintenance, rehabilitation, and capital improvements.

Having a good understanding of the condition of our utility infrastructure is important for both the City and Township. It allows us to identify potential issues before they become more significant problems, prioritize investments based on actual conditions, and develop a more proactive approach to maintaining and replacing infrastructure as it ages. Following the meeting, staff obtained proposals for the work, which are included as Attachment A. As discussions continued regarding the proposed work, a question arose as to whether the cost of the assessment and asset management plan should be the responsibility of the City or Township under our existing operating agreements.

Rather than making an assumption one way or the other, staff felt it would be appropriate to bring the matter back to the JWSB for discussion. The City and Township have a good working relationship, and the purpose of bringing this forward is to review our existing responsibilities, discuss how the proposed work fits within those responsibilities, and agree on an appropriate path forward.

Proposed Work

The proposals included in Attachment A provide for two components of the project. The first is a proposal from Plummer's Environmental Services to clean and televise approximately 17,000 linear feet of sanitary sewer within the Township. This work would provide video inspections and condition information to identify potential problems within the collection system. The estimated cost for this portion of the work is $52,450.

The second proposal is from Prein & Newhof to develop a comprehensive asset management plan using the inspection information. The plan would establish an inventory of the system, evaluate the condition and criticality of individual sewer segments, identify areas with a higher potential for failure, and develop recommendations for ongoing maintenance, rehabilitation, and future capital improvements. The proposed engineering fee is $50,200.

Together, the two proposals represent a combined proposed cost of $102,650, subject to final scope, pricing, and contract terms.

The end result would provide a better understanding of the condition of the Township's sanitary sewer infrastructure and a plan for addressing identified needs over time. While the existing operating agreements cover both water and sewer, the current proposals are limited to the sanitary sewer system.

Existing Operating Agreements

As part of reviewing the proposed work, staff went back through the existing water and sewer operating agreements between the City and Township, which were approved in 2014 and are included as Attachment B.

The agreements establish a shared arrangement under which the Township owns the utility infrastructure located within its jurisdiction, while the City provides service and is responsible for operating and maintaining the systems. Section 12 of the Agreement for Sewer Service States:

12. OPERATION, MAINTENANCE AND REPLACEMENT OF THE SYSTEM. The City agrees to maintain the system within the City and Township without charge to users within the right-of-ways of streets, roads and highways or upon easements belonging to City or Township. As part of the service charge for use of the system, the Township shall include a fee to be retained by City to provide for said maintenance and repair. Said "fee" shall be based on documented man hours, equipment cost, administrative cost, energy cost, and any and all costs associated with maintaining and operating the Township owned service. The City shall provide annual cleaning of lift stations, weekly inspections, and Miss Dig calls at no cost to the Township. The City reserves the right and the authority to take any measures necessary to protect the integrity of the system regardless of location in the City or Township, including but not limited to the dismantling of cross connections.

At the same time, Section 8 of each agreement establishes Township ownership of the infrastructure. Section 11 of the Sewer Agreement and Section 10 of the Water Agreement also provide for 1.7% of utility sales revenue from Township customers to be returned annually to the Township and placed in a reserve account for capital asset rehabilitation. These provisions establish an important distinction between the City's responsibility for operating and maintaining the systems and the Township's ownership and financial responsibilities associated with its infrastructure.

Where the question becomes less clear is how a comprehensive asset management assessment such as the one being proposed fits into those responsibilities. The agreements do not specifically identify who is responsible for commissioning or funding this type of comprehensive assessment and planning effort.

Considerations and Moving Forward

Staff believes there is value in having this information. As the operator, the City benefits from understanding the condition of the infrastructure it is responsible for maintaining. That information can help us improve preventive maintenance, identify potential failures, and manage the system more efficiently.

From the Township's perspective, having a comprehensive assessment of the infrastructure it owns provides a foundation for making informed decisions regarding future capital investments, rehabilitation needs, and the use of funds set aside for infrastructure improvements.

The question before the JWSB is how we want to approach the work and allocate the associated costs in a manner that is consistent with our existing agreements and fair to both communities. I do not believe this needs to be a complicated issue. The City and Township have worked well together for many years. As with any agreement that has been in place for more than a decade, there will occasionally be situations that were not specifically anticipated when the agreements were developed.

This is an opportunity for us to discuss one of those situations, establish a common understanding of our respective responsibilities, and determine how we want to approach similar work in the future.

Additional Considerations

Another matter for discussion is item 5 in the Agreement for Sewer Services which states:

5. REVIEW OF RATE STRUCTURE: The Joint Board shall review the existing rate structure study at a minimum of every ten (10) years and make a determination that the rate structure adequately reflects the actual costs of service for the water and sewer system to all customers and that the needs are fair and equitable for all users and meet the financial needs of the utility.

Considering the agreement was written in 2014, we have exceeded the 10-year period anticipated to evaluate the current rate structure.

Recommendation

Staff is presenting the proposals and existing operating agreements to the JWSB for discussion and consideration rather than recommending a specific allocation of the costs at this time.

I would recommend that the Board review the proposed scope of work, discuss which components are appropriately considered ongoing maintenance and which are associated with longer term capital asset planning, and work toward a recommendation on how the project should be funded and administered.

Once we have agreement on the appropriate approach, staff can confirm the scope and pricing with the consultants and bring any necessary recommendations forward for consideration.

Attachment A: Proposals for Sanitary Sewer Cleaning, Inspection, and Asset Management Plan from Plummer's Environmental Services and Prein & Newhof.

Attachment B: 2014 Agreement for Sewer Service and Agreement for Water Service between the City of Buchanan and Buchanan Township.

Attachment A

Prein&Newhof
Engineers ▪ Surveyors ▪ Environmental ▪ Laboratory

Sent via email: TMcGhee@cityofbuchanan.com

June 15, 2026

Mr. Tony McGhee, City Manager
City of Buchanan
302 N. Redbud Trail
Buchanan, MI 49107

RE: Professional Engineering Services
Sanitary Asset Management Plan and Sewer Main CCTV.

Dear Mr. McGhee:

Thank you for the opportunity to offer our engineering services related to creating a Sanitary Sewer Asset Management Plan (AMP) for your partnering community, Buchanan Township.
The primary objectives of this project include:

1. Develop a comprehensive sanitary sewer asset inventory;
2. Evaluate sewer condition utilizing PACP-coded CCTV inspection data;
3. Establish Probability of Failure (POF) and Consequence of Failure (COF) scoring methodologies;
4. Develop a system criticality evaluation;
5. Identify and prioritize high-risk sewer segments;
6. Develop recommended maintenance and rehabilitation strategies;
7. Prepare a long-term Asset Management Plan for Township implementation.

The proposed project will utilize closed-circuit television (CCTV) inspection data, system mapping, and risk-based analysis to establish a framework for prioritizing rehabilitation, maintenance, and future capital improvements.

This project will support the Township's (and City's) long-term infrastructure planning efforts by identifying sewer assets with elevated risk of failure and establishing a data-driven strategy for system maintenance and capital investment.

The proposed Asset Management Plan will build upon this inspection effort by evaluating the structural and operational condition of the sewer assets and developing both a Probability of Failure (POF) and Consequence of Failure (COF) framework for the sanitary sewer system.

The AMP will provide the Township with:

- A centralized inventory of sanitary sewer assets;
- Condition assessment summaries from CCTV inspection data;
- Risk-based prioritization of sewer segments;
- Criticality evaluation of sewer infrastructure;
- Identification of critical deficiencies;
- Recommended rehabilitation and maintenance strategies; and
- A capital improvement planning framework.

SCOPE OF SERVICES

Task 1 – Project Initiation and Data Collection

Prein&Newhof will conduct a project kickoff meeting with Township and City staff to review available information, discuss project goals, and establish communication protocols. Prein&Newhof will collect and review available data including:

- Existing GIS mapping;
- Sewer record plan information;
- Known problem areas;
- Previous studies or reports;
- Available parcel, roadway, and environmental mapping information.

Task 2 – Asset Inventory and GIS Review

Prein&Newhof will develop or refine the sanitary sewer asset inventory utilizing available GIS and record information. Assets to be included may consist of:

- Gravity sewer mains;
- Manholes;
- Lift stations;
- Associated appurtenances.

Asset attributes will be reviewed for completeness and consistency.

Task 3a – CCTV Condition Assessment (Plummer's)

Plummer's Environmental Services perform sanitary sewer cleaning and CCTV inspection activities for approximately 17,000 linear feet of 8-inch to 12-inch sanitary sewer main, per the attached supplemental scope proposal. The inspections will be completed utilizing NASSCO PACP-certified inspection methods and software.

Task 3b – CCTV Condition Assessment

Prein&Newhof will assemble and provide the GIS framework to Plummer's Environmental for their use in the CCTV operations. P&N will review PACP coding data. The review will include:

- GIS export for CCTV;
- GIS Linking of CCTV data;
- CCTV Structural condition assessment;
- Operational condition assessment;
- Identification of defects;
- Identification of infiltration/inflow indicators;
- Identification of immediate maintenance concerns;
- Validation of PACP coding consistency.

Condition grades will be assigned based on NASSCO PACP standards.

Task 4 – Probability of Failure (POF) Evaluation

Prein&Newhof will develop a Probability of Failure model for the sanitary sewer system. The model will evaluate assets using criteria such as:

- PACP structural scores;
- PACP operational scores;
- Pipe age;
- Pipe material;
- Pipe diameter;
- Pipe depth;
- Root intrusion severity;
- Infiltration and inflow indicators;
- History of maintenance issues or backups;
- Observed structural defects.

Each sewer segment will be assigned a relative likelihood of failure score and categorized into priority levels.

Task 5 – Consequence of Failure (COF) and Criticality Evaluation

The Consultant will develop a Consequence of Failure (COF) and system criticality evaluation to determine the potential impact associated with sewer asset failure.

The evaluation will consider factors such as:

- Proximity to environmentally sensitive areas;
- Pipe diameter;
- Service population affected;
- Impacts to critical facilities and businesses;
- Roadway classification and traffic impacts;
- Repair complexity and accessibility;
- Potential regulatory or environmental impacts.

Using the Probability of Failure and Consequence of Failure analyses, P&N will develop an overall Criticality Rating (POF x COF) for sewer assets. The resulting criticality matrix will assist the Township in prioritizing maintenance, rehabilitation, and capital replacement activities.

Task 6 – Asset Management Plan Development

The Consultant will prepare a comprehensive Asset Management Plan summarizing findings, system conditions, and recommended actions. The AMP will include:

- Executive summary;
- System overview;
- Asset inventory summary;
- Condition assessment findings;
- Risk and criticality analysis results;
- Recommended rehabilitation strategies;
- Preventative maintenance recommendations;
- Capital improvement recommendations;
- Estimated planning-level costs;
- Recommended implementation schedule.

Task 7 – Presentation and Coordination

The Consultant will present the findings and recommendations to Township staff and/or the Township Board.

PROJECT SCHEDULE

The anticipated project schedule is as follows:

Task	**Estimated Duration**
Project Initiation & Data Collection	4 Weeks
Asset Inventory & GIS Review	2 Weeks
Clean and CCTV Sanitary Pipe	TBD*
CCTV Review & Condition Assessment	5 Weeks
POF, COF & Criticality Evaluation	2 Weeks
Asset Management Plan Preparation	10 Weeks
Final Review & Presentation	1 Week

7. COMPENSATION

The proposed work will be completed on a time and material basis.

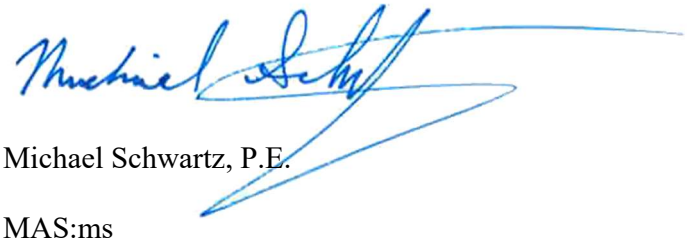
Task	**Fee**
Task 1 – Project Initiation & Data Collection	$7,000
Task 2 – Asset Inventory & GIS Review	$3,000
Task 3a – Clean and CCTV Sanitary	*
Task 3b – CCTV Condition Assessment	$11,000
Task 4 – Probability of Failure Evaluation	$3,700
Task 5 – Consequence of Failure & Criticality Evaluation	$4,800
Task 6 – Asset Management Plan Development	$19,200
Task 7 – Presentation and Coordination	$1,500
Total Proposed Fee	**$50,200**

*Plummers will be coordinated directly with the City and/or Township and be paid outside of the P&N contract and is not included in the above costs. Additional services beyond the scope described herein will be performed only upon authorization by the City and/or Township.

If this proposal meets with your approval, please sign and return the Professional Services Agreement as authorization to proceed. If you have any questions, please contact our office.

Sincerely,

Prein&Newhof



Michael Schwartz, P.E.

MAS:ms

Enclosures: Professional Services Agreement (2 pg.) Terms & Conditions (3 pg.)

Prein&Newhof
Engineers ▪ Surveyors ▪ Environmental ▪ Laboratory

Project No.

Professional Services Agreement

This Professional Services Agreement is made this ___ day of June, 2026 ("Agreement") by and between Prein & Newhof, Inc. ("P&N"), of 1707 South Park Street, Ste 200, Kalamazoo, MI 49001, and City of Buchanan ("Client"), of 302 N. Redbud Trail, Buchanan, MI 49107.

WHEREAS Client intends to:
Complete a Sanitary Asset Management Plan and Sewer Main CCTV for sanitary pipe in Buchanan Township

NOW THEREFORE, for and in consideration of the terms and conditions contained herein, the parties agree as follows:

ARTICLE 1 – DESIGNATED REPRESENTATIVES

Client and P&N each designate the following individuals as their representatives with respect to the Project.

For P&N	**For Client**
Name: Michael A. Schwartz, P.E.	Name: Tony McGhee
Title: Project Manager	Title: City Manager
Phone Number: (269) 372-1158	Phone Number: (269) 695-3844
E-mail: tsmith@preinnewhof.com	E-mail: tmcghee@cityofbuchanan.com

ARTICLE 2 – GENERAL CONDITIONS_

This Agreement consists of this Professional Services Agreement and the following documents which by this reference are incorporated into and made a part of this Agreement.

☒ P&N Standard Terms and Conditions for Professional Services

☒ P&N Proposal dated June 15, 2026

☐ P&N Standard Rate Schedule

☐ P&N Supplemental Terms and Conditions

☐ Other:

Prein&Newhof
Engineers ▪ Surveyors ▪ Environmental ▪ Laboratory

ARTICLE 3 – ENGINEERING SERVICES PROVIDED UNDER THIS AGREEMENT:

Client hereby requests, and P&N hereby agrees to provide, the following services:

☒ P&N Scope of Services per Proposal dated June 15, 2026,

☐ Scope of Services defined as follows:

ARTICLE 4 – COMPENSATION:

☐ Lump Sum for Services Described in Article 3 above - $

Additional services to be billed per P&N's Standard Rate Schedule in effect on the date the additional services are performed.

☒ Hourly Billing Rates plus Reimbursable Expenses per P&N's Standard Rate Schedule in effect on the date services are performed.

☐ Other:

ARTICLE 5 – ADDITIONAL TERMS (If any)

none

This Agreement constitutes the entire Agreement between P&N and Client and supersedes all prior written or oral understandings. This Agreement may not be altered, modified, or amended, except in writing properly executed by authorized representatives of P&N and Client.

Accepted for: **Prein&Newhof, Inc.**	**Accepted for:** **City of Buchanan**
By: _____	By: _____
Printed Name: _____	Printed Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Standard Terms & Conditions

A. General - As used in this Prein&Newhof Standard Terms and Conditions for Professional Services (hereinafter "Terms and Conditions"), unless the context otherwise indicates: the term "Agreement" means the Professional Services Agreement inclusive of all documents incorporated by reference including but not limited to this P&N Standard Terms and Conditions for Professional Services; the term "Engineer" refers to Prein & Newhof, Inc.; and the term "Client" refers to the other party to the Professional Services Agreement.

These Terms and Conditions shall be governed in all respects by the laws of the United States of America and by the laws of the State of Michigan.

B. Standard of Care - The standard of care for all professional and related services performed or furnished by Engineer under the Agreement will be the care and skill ordinarily used by members of Engineer's profession of ordinary learning, judgment or skill practicing under the same or similar circumstances in the same or similar community, at the time the services are provided.

C. Disclaimer of Warranties - Engineer makes no warranties, expressed or implied, under the Agreement or otherwise.

D. Construction/Field Observation - If Client elects to have Engineer provide construction/field observation, client understands that construction/field observation is conducted to reduce, not eliminate the risk of problems arising during construction, and that provision of the service does not create a warranty or guarantee of any type. In all cases, the contractors, subcontractors, and/or any other persons performing any of the construction work, shall retain responsibility for the quality and completeness of the construction work and for adhering to the plans, specifications and other contract documents.

E. Construction Means and Methods - Engineer shall not have control or charge of and shall not be responsible for construction means, methods, techniques, sequences, or procedures, or for any safety precautions and programs in connection with the construction work, for the acts or omissions of the Contractor, Subcontractors, or any other persons performing any of the construction work, or for the failure of any of them to carry out the construction work in accordance with the plans, specifications or other contract documents.

F. Opinions of Probable Costs - Client acknowledges that Engineer has no control over market or contracting conditions and that Engineer's opinions of costs are based on experience, judgment, and information available at a specific period of time. Client agrees that Engineer makes no guarantees or warranties, express or implied, that costs will not vary from such opinions.

G. Client Responsibilities

1. Client shall provide all criteria, Client Standards, and full information as to the requirements necessary for Engineer to provide the professional services. Client shall designate in writing a person with authority to act on Client's behalf on all matters related to the Engineer's services. Client shall assume all responsibility for interpretation of contract documents and construction observation/field observation during times when Engineer has not been contracted to provide such services and shall waive any and all claims against Engineer that may be connected thereto.
2. In the event the project site is not owned by the Client, the Client must obtain all necessary permission for Engineer to enter and conduct investigations on the project site. It is assumed that the Client possesses all necessary permits and licenses required for conducting the scope of services. Access negotiations may be performed at additional costs. Engineer will take reasonable precaution to minimize damage to land and structures with field equipment. Client assumes responsibility for all costs associated with protection and restoration of project site to conditions existing prior to Engineer's performance of services.
3. The Client, on behalf of all owners of the subject project site, hereby grants permission to the Engineer to utilize a small unmanned aerial system (sUAS) for purposes of aerial mapping data acquisition. The Client is responsible to provide required notifications to the property owners of the subject project site and affected properties where the sUAS services will be performed. The Engineer will operate the sUAS in accordance with applicable State and Federal Laws.

H. Hazardous or Contaminated Materials/Conditions

1. Client will advise Engineer, in writing and prior to the commencement of its services, of all known or suspected Hazardous or Contaminated Materials/Conditions present at the site.
2. Engineer and Client agree that the discovery of unknown or unconfirmed Hazardous or Contaminated Materials/Conditions constitutes a changed condition that may require Engineer to renegotiate the scope of or terminate its services. Engineer and Client also agree that the discovery of said Materials/Conditions may make it necessary for Engineer to take immediate measures to protect health, safety, and welfare of those performing Engineer's services. Client agrees to compensate Engineer for any costs incident to the discovery of said Materials/Conditions.
3. Client acknowledges that Engineer cannot guarantee that contaminants do not exist at a project site. Similarly, a site

which is in fact unaffected by contaminants at the time of Engineer's surface or subsurface exploration may later, due to natural phenomena or human intervention, become contaminated. The Client waives any claim against Engineer, and agrees to defend, indemnify and hold Engineer harmless from any claims or liability for injury or loss in the event that Engineer does not detect the presence of contaminants through techniques commonly employed.

4. The Client recognizes that although Engineer is required by the nature of the services to have an understanding of the laws pertaining to environmental issues, Engineer cannot offer legal advice to the Client. Engineer urges that the Client seek legal assistance from a qualified attorney when such assistance is required. Furthermore, the Client is cautioned to not construe or assume that any representations made by Engineer in written or conversational settings constitute a legal representation of environmental law or practice.
5. Unless otherwise agreed to in writing, the scope of services does not include the analysis, characterization or disposal of wastes generated during investigation procedures. Should such wastes be generated during this investigation, the Client will contract directly with a qualified waste hauler and disposal facility.

I. Underground Utilities – To the extent that the Engineer, in performing its services, may impact underground utilities, Engineer shall make a reasonable effort to contact the owners of identified underground utilities that may be affected by the services for which Engineer has been contracted, including contacting the appropriate underground utility locating entities and reviewing utility drawings provided by others. Engineer will take reasonable precautions to avoid damage or injury to **underground** utilities and other underground structures. Client agrees to hold Engineer harmless for any damages to below ground utilities and structures not brought to Engineers attention and/or accurately shown or described on documents provided to Engineer.

J. Insurance

1. Engineer will maintain insurance for professional liability, general liability, worker's compensation, auto liability, and property damage in the amounts deemed appropriate by Engineer. Client will maintain insurance for general liability, worker's compensation, auto liability, and property damage in the amounts deemed appropriate by Client. Upon request, Client and Engineer shall each deliver certificates of insurance to the other evidencing their coverages.
2. Client shall require Contractors to purchase and maintain commercial general liability insurance and other insurance as specified in project contract documents. Client shall cause Engineer, Engineer's consultants, employees, and agents to be listed as additional insureds with respect to any Client or Contractor insurances related to projects for which Engineer provides services. Client agrees and must have Contractors agree to have their insurers endorse these policies to reflect that, in the event of payment of any loss or damages, subrogation rights under these Terms and Conditions are hereby waived by the insurer with respect to claims against Engineer.

K. Limitation of Liability - The total liability, in the aggregate, of Engineer and Engineer's officers, directors, partners, employees, agents, and consultants, whether jointly, severally or individually, to Client and anyone claiming by, through, or under Client, for any and all injuries, losses, damages and expenses, whatsoever, arising out of, resulting from, or in any way related to the Project or the Agreement, including but not limited to the performance of services under the Agreement, from any cause or causes whatsoever, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract or warranty, expressed or implied, of Engineer or Engineer's officers, directors, partners, employees, agents, consultants, or any of them, shall not exceed the sum of one million dollars and no cents ($1,000,000.00). Recoverable damages shall be limited to those that are direct damages. Engineer shall not be responsible for or held liable for special, indirect or consequential losses or damages, including but not limited to loss of use of equipment or facility, and loss of profits or revenue.

Client acknowledges that Engineer is a corporation and agrees that any claim made by Client arising out of any act or omission of any director, officer, or employee of Engineer, in the execution or performance of the Agreement, shall be made against Engineer and not against such director, officer, or employee.

L. Documents and Data

1. All documents prepared or furnished by Engineer under the Agreement are Engineer's instruments of service, and are and shall remain the property of Engineer.
2. Hard copies of any documents provided by Engineer shall control over documents furnished in electronic format. Client recognizes that data provided in electronic format can be corrupted or modified by the Client or others, unintentionally or otherwise. Consequently, the use of any data, conclusions or information obtained or derived from electronic media provided by Engineer will be at the Client's sole risk and without any liability, risk or legal exposure to Engineer, its employees, officers or consultants.
3. Any extrapolations, conclusions or assumptions derived by the Client or others from the data provided to the Client, either in hard copy or electronic format, will be at the Client's sole risk and full legal responsibility.

M. Differing Site Conditions - Client recognizes that actual site conditions may vary from the assumed site conditions or test locations used by Engineer as the basis of its design. Consequently, Engineer does not guarantee or warrant that actual site conditions will not vary from those used as the basis of Engineer's design, interpretations and recommendations. Engineer is not responsible for any costs or delays attributable to differing site conditions. .

N. Terms of Payment - Unless alternate terms are included in the Agreement, Client will be invoiced on a monthly basis until the completion of the **Project**. All monthly invoices are payable within 30 days of the date of the invoice. Should full payment of any invoice not be received within 30 days, the amount due shall bear a service charge of 1.5 percent per month or 18 percent per year plus the cost of collection, including reasonable attorney's fees. If Client has any objections to any invoice submitted by Engineer, Client must so advise Engineer in writing within fourteen (14) days of receipt of the invoice. Unless otherwise agreed, Engineer shall invoice Client based on hourly billing rates and direct costs current at the time of service performance. Outside costs such as, but not limited to, equipment, meals, lodging, fees, and subconsultants shall be actual costs plus 10 percent. In addition to any other remedies Engineer may have, Engineer shall have the absolute right to cease performing any services in the event payment has not been made on a current basis.

O. Termination - Either party may terminate services, either in part or in whole, by providing 10 calendar days written notice thereof to the other party. In such an event, Client shall pay Engineer for all services performed prior to receipt of such notice of **termination**, including reimbursable expenses, and for any shut–down costs incurred. Shut–down costs may, at Engineer's discretion, include expenses incurred for completion of analysis and records necessary to document Engineer's files and to protect its professional reputation.

P. Severability and Waiver of Provisions - Any provision or part of the Agreement held to be void or unenforceable under any laws or regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Client and P&N, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable **provision** that comes as close as possible to expressing the intention of the stricken provision. Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of the Agreement.

Q. Dispute Resolution - If a dispute arises between the parties relating to the Agreement, the parties agree to use the following procedure prior to either party pursuing other available remedies:

1. Prior to commencing a lawsuit, the parties must attempt mediation to resolve any dispute. The parties will jointly appoint a mutually acceptable person not affiliated with either of the parties to act as mediator. If the parties are unable to agree on the mediator within twenty (20) calendar days, they shall seek assistance in such regard from the Circuit Court of the State and County wherein the Project is located, who shall appoint a mediator. Each party shall be responsible for paying all costs and expenses incurred by it, but shall split equally the fees and expenses of the mediator. The mediation shall proceed in accordance with the procedures established by the mediator.

2. The parties shall pursue mediation in good faith and in a timely manner. In the event the mediation does not result in resolution of the dispute within thirty (30) calendar days, then, upon seven (7) calendar days' written notice to the other party, either party may pursue any other available remedy.

3. In the event of any litigation arising from the Agreement, including without limitation any action to enforce or interpret any terms or conditions or performance of services under the Agreement, Engineer and Client agree that such action will be brought in the District or Circuit Court for the County of Kent, State of Michigan (or, if the federal courts have exclusive jurisdiction over the subject matter of the dispute, in the U.S. District Court for the Western District of Michigan), and the parties hereby submit to the exclusive jurisdiction of said court.

R. Force Majeure - Engineer shall not be liable for any loss or damage due to failure or delay in rendering any services called for under the Agreement resulting from any cause beyond Engineer's reasonable control.

S. Assignment - Neither party shall assign its rights, interests or obligations under this Agreement without the express written consent of the other party.

T. Modification - The Agreement may not be modified except in writing signed by the party against whom a modification is sought to be enforced.

U. Survival - All express representations, indemnifications, or limitations of liability included in the Agreement shall survive its completion or termination for any reason.

V. Third-Party Beneficiary - Client and Engineer agree that it is not intended that any provision of this Agreement establishes a third-party beneficiary giving or allowing any claim or right of action whatsoever by a third party.

W. Fee Escalation - Engineer's fees are based on its billing rates, which are adjusted annually. For multi-year projects, Engineer's fees incorporate an estimate of future billing rates. If inflation causes actual billing rates to exceed these estimates, Engineer reserves the right to adjust its fees accordingly.

GFL Environmental Services
dba Plummer's Environmental Services
10075 Sedroc Industrial Drive, Byron Center, MI 49315
1-800-878-3996
www.plummersenv.com

Contact Name:	Malinda Cole-Crocker	**Quote #:**	Q-9ED-E3A-3420
Customer Name:	Buchanan Township	**Date:**	05/27/2026
Customer Address:	15235 Main Street Buchanan, MI 49107	**Prepared By:**	Jeff Root
Office Phone:	(269) 695-6442	**Office Phone:**	(616) 877-3930
Mobile Phone:		**Mobile Phone:**	(616) 813-0873
Customer Email:		**Email:**	jroot@plummersenv.com

Statement of Work:

We hereby submit a proposal to clean and televise approximately 17,000' of 8"-12" Sanitary Sewer in Buchanan Twp.

All pipeline video inspections will be performed by one of our NASSCO certified PACP inspectors. All sewers will be inspected utilizing one of our IBAK mainline tractor cameras. Inspections will be recorded and PACP coded through IKAS, a NASSCO certified software. We will provide you with a digital copy of the video inspections along with the PACP database.

Sewer cleaning will be completed by high pressure water jetting and vacuuming the debris from the sewer. We will provide you with one of our Vactor 2100+ combination jet/vacuum machines and operators to clean each section of sewer before the sewer is inspected. All solid waste removed from the sewer will be manifested to local, state and federal regulations, transported and disposed of at Plummerâs Environmental Services EPA Licensed Centralized Waste Treatment Facility in Byron Center Michigan. Water for jetting will be provided at no cost to PES.

Our price does not include locating and exposing buried manholes.

Services:

Description	Est Qty	UOM	Price	Ext Amt
8"-10" Sanitary Sewer Clean and TV	17,000.00	LF	$2.600	$44,200.00
Traffic Control Adder	5,500.00	LF	$1.500	$8,250.00
			Sub-Total:	**$52,450.00**

Summary of Estimated Charges

Category	Est Total
Services	$52,450.00
Total Estimated Charges	**$52,450.00**

STANDARD TERMS AND CONDITIONS

In this agreement "you", "your" and the "Customer" refer to the person signing this Contract ("Contract") with GFL Environmental Services USA, LLC dba Plummer's Environmental Services Inc. ("Company").

1. You agree to purchase the material and services described in this Contract from the Company at the price and according to the terms stated in this Contract.

2. A service charge of 1 1/2% per month (18% per year) will be paid on past due amounts starting thirty (30) days after the invoice date. If Customer desires to pay invoice by credit card, an additional 3% credit card processing fee will be added to Customer's invoice.

3. All material is guaranteed to be as specified. All work to be completed in a good, workmanlike manner according to standard practices and using the standard of care commonly used by environmental professionals and by-product transporters practicing in the State of Michigan. Company's workers are fully covered by Worker's Compensation insurance. In the event of cancellation of a job in progress by Customer, Customer will reimburse Company for all labor and/or material costs. Company shall have the right to stop work if payments are not made when due. Company shall be held harmless from all liabilities related to the hold up during such period.

4. All terms and conditions in this Contract supersede any other terms and conditions, prior proposals or prior bids. This written Contract constitutes the complete integration of all statements and agreements relating to the Contract and there are no representations or warranties other than those expressly incorporated herein nor is this Contract dependent upon or subject to any conditions or approvals precedent or subsequent not herein stated. No subsequent agreement relating hereto shall be binding upon Customer or Company unless in writing and signed by the party being bound.

5. If Customer requests changes, alteration or deviation from specifications involving extra cost, such work will only be performed upon written change orders, and will become an extra charge over and above the Contract price. Company may, by giving written notice to Customer, terminate this Contract if Customer breaches this Contract and such breach is not cured within a reasonable period (in any event such period not to exceed thirty days) or such breach is not capable of being cured within a reasonable period.

6. The actual completion time is contingent upon access to Customer's facility, labor strikes, material shortages, accidents, weather, acts of God, changes caused by a body of government, and the like. Change orders will affect the time necessary for completion. Company shall not be liable for any damages suffered by Customer as a result of any delay occasioned by these contingencies.

7. **EXCEPT AS EXPRESSLY STATED HEREIN, THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, BY OPERATIONS OF LAW OR OTHERWISE, OF THE MATERIALS OR SERVICES FURNISHED UNDER THIS CONTRACT BY COMPANY. COMPANY SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OF FITNESS FOR A PARTICULAR PURPOSE OR ARISING FROM A COURSE OF DEALING OR USAGE OR TRADE. COMPANY SHALL HAVE NO OTHER LIABILITY TO CUSTOMER IN CONNECTION WITH THE MATERIALS OR SERVICES FURNISHED UNDER THIS CONTRACT, INCLUDING WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ANY LIABILITY FOR DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OR ANY INJURY OR DAMAGES TO PERSONS AND PROPERTY.**

8. Customer shall maintain at its sole cost and expense insurance policies meeting the minimum insurance levels set forth below and shall provide certificates of such insurance evidencing the limits and expiration dates upon request;

a. Worker's Compensations - in accordance with applicable statutory requirements;

b. Commercial General Liability - not less than $1,000,000 per occurrence, $2,000,000 general aggregate,

c. Automobile Liability - not less than $1,000,000 per occurrence;

All policies of insurance shall name GFL Environmental Services dba Plummer's Environmental Services, Inc. as an additional insured and will provide Plummer's thirty (30) days prior written notice of cancellation.

9. All issues concerning the construction, validity, enforcement and interpretation of this Contract shall be governed by and construed in accordance with the laws of the State of Michigan. The parties agree that venue is hereby exclusively established in the County of Kent, State of Michigan for any dispute or claim arising out of this Contract. Company, if it prevails in any action shall be entitled to all reasonable attorneys' fees, costs and other expenses incurred in such action and in any subsequent efforts to collect the amount awarded.

10. Any portion of this Contract found to be not enforceable by a court of competent jurisdiction will not invalidate the remaining portions of this Contract. Any term of this Contract which is found to be ambiguous shall not be construed against the Company. Nothing herein shall exclude any other rights or remedies to which Company is entitled by law or equity.

11. Customer agrees to indemnify and hold Company harmless, and assume any legal liability to defend Company, its agents, employees, officers and members from any claim or action by any third party arising out of the performance of work pursuant to this Contract except those claims or actions arising out of incidents caused by employees or agents of the Company.

12. All the terms and provisions of this Contract shall be binding upon, shall inure to the benefit of, and shall be enforceable by the respective heirs, beneficiaries, personal representatives, successors and assigns of the parties to this Contract. This Contract is for the benefit of the parties, their successors and assigns, and is not for the benefit of any third party.

13. Cancellations made two business days or less before a scheduled service may be subject to a charge of up to 25% of the amount quoted for service.

14. This quote may be withdrawn if not accepted within 30 days.

15. GFL / Plummer's Environmental Services is not responsible for any sewer back up on private or commercial properties while cleaning sewer lines due to inadequate ventilation on the owners sewer.

Name: Malinda Cole-Crocker **Signature:** X_____ **Date:** 05/27/2026

Attachment B

JUL 16 2014
BUCHANAN CITY
CLERK'S OFFICE

AGREEMENT FOR SEWER SERVICE

THIS AGREEMENT is made by and between the TOWNSHIP OF BUCHANAN, Berrien County, Michigan, herein referred to as the "Township", and the CITY OF BUCHANAN, Berrien County, Michigan, herein referred to as the "City".

In consideration of the matters hereinafter set forth, the Township and the City agree as follows:

1. It is understood by the parties that the City has in the past constructed a sewer collection and disposal system located within the boundaries of the City, and it is now the intent of the parties to provide for sewer service in certain Township areas, to be determined by agreement of the parties.

2. ADDITIONS TO AREA SERVED. It is agreed that no additional persons, areas or municipalities beyond those within the Township and the City shall be furnished sewer service by the Township without prior agreement of the City, and that no additional persons, areas or municipalities beyond those within the Township and City will be furnished sewer service if it will substantially impair the capacity of the City to serve the Township.

3. TOWNSHIP AREA SERVICE. It is agreed that properties located in the Township shall be allowed, subject to approval of the Township and City, to hook into City sewer lines and Township sewer lines adjacent to said properties.

4. REASONABLE CHARGES. It is agreed that the combined charges for sewer service under this Agreement shall at all times be reasonable. In the event the City should modify its existing rate structure, the City shall conduct a cost of service study which will be conducted by an independent consultant. The City shall, as a part of its annual budget process, determine if a change in rates is necessary, and provide a copy of said determination to the Township. After approval by the Joint Water and Sewer Board, herein after referred to as the "Joint Board", and presentation to the City Commission, the City shall furnish said rate determination study to the Township at least ninety (90) days prior to the operative date for any rate increase and allow the Township or its officials to make inquiry and investigation of any proposed change of rate. The Township reserves the right to add further charges.

5. REVIEW OF RATE STRUCTURE: The Joint Board shall review the existing rate structure study at a minimum of every ten (10) years and make a determination that the rate structure adequately reflects the actual costs of service for the water and sewer system to all customers and that the needs are fair and equitable for all users and meet the financial needs of the utility.

6. EQUITABLE ADJUSTMENT OF OBLIGATION. The parties agree that to the extent the law does not make adequate provision for equitable adjustment of obligations contained in this Agreement in the event of a change in municipal boundaries during the term of this Agreement, the parties will negotiate in good faith at the time such change occurs. All matters arising hereunder shall be first referred to the Joint Board for recommendations. The Joint Board shall submit its recommendations in

writing to the Township Board and the City Commission for their consideration and final decision.

7. CONSTRUCTION. The Township portion of the system shall be designed, constructed and installed according to plans and specifications to be prepared by consulting engineers designated by the Township and approved by the City and all appropriate local and state agencies responsible for oversight of such construction. Such approval shall not be unreasonably withheld. The consulting engineers shall also prepare contracts for the work in form acceptable to the Township and to the City. The City may, at its own expense, engage other consulting engineers for the purpose of reviewing and approving plans and specifications and inspecting the installation as necessary to secure its interest in the proper construction of the system and the connection thereto with the City's sewer supply. The installation of valves and hydrants shall be made in accordance with the rules and regulations pertaining thereto which apply in the City. Any reasonable and necessary expenses incurred by the City relating to review of design, construction or installation of said sewer system shall be borne by the Township, subject to review and approval of the Joint Board.

8. OWNERSHIP. Title to that portion of the system located within the Township shall be and remain with the Township, or as otherwise provided by agreement between the Township and others. Such agreement between the Township and others shall recognize and approve this agreement between the Township and the City and shall specifically consent to the sale of sewer by the City to the Township and to the operation of the system by the City for the Township as provided herein.

9. CUSTOMERS AND HOOKUPS. All customers located in the Township, when hooked up to the sewer system, shall become and remain customers of the Township. No resident of the Township area shall be allowed to hookup to or connect with any City or Township main unless permission is obtained from the Township and the City. The City shall inspect and approve, prior to hookup, the connection to the lateral. In the event that the delivery of said increased demand by the Township shall exceed the existing capability of the City to provide sewer service, the Township shall bear the cost of the installation of system improvements necessary to deliver said sewer service.

10. SERVICE. The City hereby agrees to accept sewage from the Township area as herein contemplated in such quantity as the Township shall deliver, and transmit the connections to the City sewer system shall be made at the Township boundaries as recommended by the Township engineer and approved by the City. The Township agrees to prohibit, by ordinance, the acceptance or transmission of any water, acids or other materials or effluent contrary to the regulations adopted by the City.

11. BILLINGS AND COLLECTIONS OF CHARGES – CUSTOMERS AND HOOKUPS. During the term of this Agreement, the City shall do all billing and collection of sewer charges and other charges set by the Township from time to time for the construction, administration, repair and maintenance of the Township system in the Township area. All customers located in the Township, when hooked into the system shall become and remain customers of the City for billing purposes, and revenue derived therefrom and after hook-up charges are paid as provide herein, shall be

revenue of the City with one point seven percent (1.7%) of sewer sales from Buchanan Township customers being returned annually to Buchanan Township. Said revenue shall be deposited by the Township in a reserve account for capital asset rehabilitation. No resident of the Township area shall be allowed to hookup or connect with any City or Township main unless the proper plumbing permits have been applied for from the Township, and approval is obtained from the Township and the City.

12. OPERATION, MAINTENANCE AND REPLACEMENT OF THE SYSTEM. The City agrees to maintain the system within the City and Township without charge to users within the right-of-ways of streets, roads and highways or upon easements belonging to City or Township. As part of the service charge for use of the system, the Township shall include a fee to be retained by City to provide for said maintenance and repair. Said "fee" shall be based on documented man hours, equipment cost, administrative cost, energy cost, and any and all costs associated with maintaining and operating the Township owned service. The City shall provide annual cleaning of lift stations, weekly inspections, and Miss Dig calls at no cost to the Township. The City reserves the right and the authority to take any measures necessary to protect the integrity of the system regardless of location in the City or Township, including but not limited to the dismantling of cross connections.

13. ENFORCEMENT. The Township and its members hereby agree that they will adopt ordinances providing that the charges for water and sewer service are a lien on all parcels served by the system and are recognized to constitute such lien and whenever such charge against any piece of property shall be delinquent for six months, the City official or officials in charge of the collection thereof shall certify to the tax assessing officer of the Township the fact of such delinquency, whereupon such charge shall be entered upon the next tax roll as a charge against such premises and shall be collected as a lien thereof and enforced in the same manner as all taxes against such premises are collected and the lien thereof enforced. Notice of changes in rates to customers of the Township shall be given by the City in the same manner as notice of changes in rates is given by the City for parcels served within the City. The Township shall adopt such regulatory ordinances and policies as shall be required by the Berrien County Health Department, Department of Environmental Quality and/or Natural Resources of the State of Michigan or the United States Environmental Protection Agency or their successors to maintain the system in full compliance with all regulatory rules, policies or laws.

14. REGULATIONS The Township and the City hereby agree that the ordinances, rules and regulations pertaining to sewer service provided by the City shall be applicable to customers of the Township and that all laterals, sub-transmission lines, service lines, tap-ins, service connections, fittings, and appurtenances hereafter constructed shall conform to said ordinances, rules, and regulations as amended from time to time; provided, however, the City agrees that no special regulations applying to Township customers only shall be adopted without prior consent of the Township.

15. HOOKUP PROCEDURE. If sewer service is available,

(a) Any person, including commercial and industrial users, desiring sewer service shall notify the Township, apply for a Plumbing Permit, and deposit all hookup or other connection charges established by the Township. A copy of

the sewer connection procedures shall be provided to every applicant to assure proper connection is made into the system. The Township shall furnish the City with a copy of each application for service for review and approval by the City. The City shall notify the applicant of its decision within thirty (30) days from the date of receipt of the application.

(b) Any person, including commercial and industrial users, when hooking up to sewer service shall connect to City water if available. Such connection shall be metered. If City water is not available, a meter shall be placed on the private water supply in a location approved by the City and Township.

(c) The City shall inspect the hookup at the point of connection, at the time of connection to the waste water collection system. No connection shall be made until the Township Plumbing Inspector has made contact with the City and obtained approval from the City of Buchanan Public Safety Services Director, City Manager or their designee.

16. RULES AND REGULATIONS – JOINT BOARD . The City and the Township have established a Joint Board for sewer and water which shall prepare rules and regulations pertaining to the operation of the system, review ordinances, rate studies and disputes which shall relate to this agreement. After review, said Board shall make written recommendations to the Township Board and the City Commission for their consideration and final decision. The Joint Board shall consist of five members as follows: two (2) members appointed by the Township Board and two (2) members appointed by the City Commission and a member at large to be nominated by the Joint Board and confirmed by both the Township Board and City Commission. Each member of the Joint Board shall serve a term of three (3) years from July 1 to June 30, of their respective terms. Joint Board members shall be compensated from the Water and Sewer Enterprise Fund, based on the compensation approved by both the City and Township

17. TERM OF AGREEMENT. The term of this Agreement shall be for a minimum period of thirty (30) years from the date hereof. After the expiration of said thirty (30) year period, either party may, by five (5) years written notice in advance served upon the other party, terminate this Agreement. This Agreement may be reviewed and modified as agreed upon by both the City and the Township.

18. CONSENT TO USE OF PUBLIC WAYS. The Township consents to the use of its public streets, lands and rights of ways within its boundaries for the purpose of acquiring, operating, installing and maintaining said sewer system by the City or the City's designee.

19. SYSTEM NECESSITY. The system is designed to service those areas of the Township which may be in need of municipal sewer service, and is immediately necessary to protect and preserve the public health. Facilities to be located in the Township shall consist of various mains and distribution lines, together with all necessary pumping stations, valves, attachments, appurtenances and rights in land to be set out in plans for the project to be prepared by the Township consulting engineers. It is understood and agreed that this agreement does not impose upon the City any duty or obligation for construction of said system within the borders of the Township.

20. TWO AGREEMENTS. It is agreed that this agreement is contingent upon, and shall not take effect until a similar agreement with regard to water service between the parties hereto is entered into. This agreement shall inure to the benefit of and be binding upon the parties hereto, their successors and assigns.

IN WITNESS WHEREOF, the parties hereto, by action of their respective governing bodies, have caused this agreement to be executed by their duly authorized officers on the 23rd day of June, 2014.

CITY OF BUCHANAN

By: Carla M Cole
Carla M. Cole, Mayor

By: Gladys M. Bybee
Gladys M. Bybee, Clerk

State of Michigan)
) ss.
County of Berrien)

On this 24 day of June, 2014, before me a Notary Public in and for said County personally appeared CARLA M. COLE and GLADYS M. BYBEE, to me personally known, who, being by me duly sworn, did say that they are the Mayor and Clerk, respectively, of the CITY OF BUCHANAN, the Michigan municipal corporation named in and for which executed the within instrument, and that said instrument was signed on behalf of said Michigan municipal corporation by authority of its City Commission; and the said CARLA M. COLE and GLADYS M. BYBEE acknowledged said instrument to be the free act and deed of the CITY OF BUCHANAN.

Diana L. Klug
Notary Public, Berrien County, MI
Acting in: Berrien County, MI
My Commission Expires: 10/15/2018

TOWNSHIP OF BUCHANAN

By: Jane A. Mitchell
Jane A. Mitchell, Supervisor

By: Cathy A Ganus
Cathy A. Ganus, Clerk

State of Michigan)
) ss.
County of Berrien)

On this 1st day of July, 2014, before me a Notary Public in and for said County personally appeared JANE A. MITCHELL and CATHY A. GANUS, to me personally known, who, being by me duly sworn, did say that they are the Supervisor and Clerk, respectively, of the TOWNSHIP OF BUCHANAN, the Michigan municipal corporation named in and for which executed the within instrument, and that said instrument was signed on behalf of said Michigan municipal corporation by authority of its Township Board; and the said JANE A. MITCHELL and CATHY A. GANUS acknowledged said instrument to be the free act and deed of the TOWNSHIP OF BUCHANAN.

Janet L. Dehring
Notary Public, Berrien County, MI
Acting in: Berrien County, MI
My Commission Expires: 9-14-2017

FILED
JUL 16 2014
BUCHANAN CITY
CLERK'S OFFICE

AGREEMENT FOR WATER SERVICE

THIS AGREEMENT is made by and between the TOWNSHIP OF BUCHANAN, Berrien County, Michigan, herein referred to as the "Township", and the CITY OF BUCHANAN, Berrien County, Michigan, herein referred to as the "City".

In consideration of the matters hereinafter set forth, the Township and the City agree as follows:

1. It is understood by the parties that the City has in the past constructed a water service system located within the boundaries of the City, and it is now the intent of the parties to provide for water service in certain Township areas, to be determined by agreement of the parties.

2. ADDITIONS TO AREA SERVED. It is agreed that no additional persons, areas or municipalities beyond those within the Township and the City shall be furnished water by the Township without prior agreement of the City, and that no additional persons, areas or municipalities beyond those within the Township and City will be furnished water if it will substantially impair the capacity of the City to serve the Township.

3. TOWNSHIP AREA SERVICE. It is agreed that properties located in the Township shall be allowed, subject to approval of the Township and City, to tap into City water mains and Township water mains adjacent to said properties.

4. REASONABLE CHARGES. It is agreed that the combined charges for water service under this agreement shall at all times be reasonable. In the event the City should modify its existing rate structure, the City shall conduct a cost of service study which will be conducted by an independent consultant. The City shall, as a part of its annual budget process, determine if a change in rates is necessary, and provide a copy of said determination to the Township. After approval by the Joint Water and Sewer Board, herein after referred to as the "Joint Board" and presentation to the City Commission, the City shall furnish said rate determination to the Township at least ninety (90) days prior to the operative date for any rate increase and allow the Township or its officials to make inquiry and investigation of any proposed change of rate. The Township reserves the right to add further charges.

5. REVIEW OF RATE STRUCTURE. The Joint Board shall review the existing rate structure study at a minimum of every ten (10) years and make a determination that the rate structure adequately reflects the actual costs of service for the water and sewer system to all customers and that the fees are fair and equitable for all users and meet the financial needs of the utility.

6. EQUITABLE ADJUSTMENT OF OBLIGATION. The parties agree that to the extent the law does not make adequate provision for equitable adjustment of obligations contained in this agreement in the event of a change in municipal boundaries during the term of this agreement, the parties will negotiate in good faith at the time such change occurs. All matters arising hereunder shall be first referred to the Joint Board for recommendations. The Joint Board shall submit its recommendations in writing to the Township Board and the City Commission for their consideration and final decision.

7. CONSTRUCTION. The Township portion of the system shall be designed, constructed and installed according to plans and specifications to be prepared by consulting engineers designated by the Township and approved by the City and all appropriate local and state agencies responsible for oversight of such construction. Such approval shall not be unreasonably withheld. The consulting engineers shall also prepare contracts for the work in form acceptable to the Township and to the City. The City may, at its own expense, engage other consulting engineers for the purpose of reviewing and approving plans and specifications and inspecting the installation as necessary to secure its interest in the proper construction of the system and the connection thereto with the City's water supply. The installation of valves and hydrants shall be made in accordance with the rules and regulations pertaining thereto which apply in the City. Any reasonable and necessary expenses incurred by the City relating to review of design, construction or installation of said water system shall be borne by the Township, subject to review and approval of the Joint Board.

8. OWNERSHIP. Title to that portion of the system located within the Township shall be and remain with the Township, or as otherwise provided by agreement between the Township and others. Such agreement between the Township and others shall recognize and approve this agreement between the Township and the City and shall specifically consent to the sale of water by the City to the Township and to the operation of the system by the City for the Township as provided herein.

9. OBLIGATION TO FURNISH WATER. The City hereby agrees to sell and deliver water to such Township customers and in such quantities as the Township shall reasonably require within the ability of the City to deliver. Water shall be delivered by the City to a connection or connections at the Township boundaries as recommended by the Township engineer and approved by the City engineer at a normal operating pressure. The Township shall advise the City of all anticipated substantial water demand increases as soon as such increases can be or are reasonably anticipated by the Township. The City shall use its best efforts to fulfill, as soon as possible after said notification, the needs of the Township. In the event that the delivery of said increased demand by the Township shall exceed the existing capability of the City to provide water, the Township shall bear the cost of the installation of system improvements necessary to deliver said water.

10. BILLINGS AND COLLECTIONS OF CHARGES – CUSTOMERS AND TAP-INS. During the term of this Agreement the City shall do all billing and collection of water charges and other charges set by the Township from time to time for the construction, administration, repair and maintenance of the Township system in the Township area. All customers located in the Township, when hooked into the system shall become and remain customers of the City for billing purposes, and revenue derived therefrom and after hook-up charges are paid as provide herein, shall be revenue of the City *with one point seven percent (* 1.7%) of water and sewer sales from Buchanan Township customers being returned annually to Buchanan Township. Said revenue shall be deposited by the Township in a reserve account for capital asset rehabilitation. No resident of the Township area shall be allowed to tap-in or connect with any City or Township main unless the proper plumbing permits have been applied for from the Township, and approval is obtained from the Township and the City.

11. RECORDS AND STATEMENTS. The City shall establish and maintain separate books and records of all water sales within the area serviced by the system, and shall furnish the Township an annual statement of the gross revenue derived from the sale of water in the City and in the Township. Said reports shall be deemed public records and shall be available at all reasonable times for inspection by the Township, and the Township may at any time at its own expense, request a separate audit of said reports. Within thirty (30) days after said annual report, but no later than forty-five (45) days after the end of said annual fiscal year, the City shall forward to the Township its share of gross revenues received from all sales of water and any additional charges and ready-to-serve charges imposed by the Township to all customers located within the jurisdictional limits of the Township pursuant to the rates adopted by the Township and City.

12. ADDITIONAL CHARGES. The Township reserves the right to provide by ordinance for additional fees, including, but not limited to, hook-up water charges and debt service charges and other water service charges in excess of those specified in #4. The City agrees to include in its billings to customers of the Township such rates, and any additional charges which the Township may impose or create by ordinance, and agrees to forward one hundred percent (100%) of such additional charges to the Township.

13. OPERATION, MAINTENANCE AND REPLACEMENT OF THE SYSTEM. The City agrees to maintain the system within the City and Township without charge to users within the right-of-ways of streets, roads and highways or upon easements belonging to the City or Township. As part of the service charge for use of the system, the Township shall include a fee to be retained by the City to provide for said maintenance and repair. Said "fee" shall be based on documented man hours, equipment cost, administrative cost, energy cost, and any and all costs associated with maintaining and operating the Township-owned service. The City shall provide semi-annual purging of water distribution mains, daily inspections, Miss Dig calls, and meter installs at no cost to the Township. The City reserves the right and the authority to take any measures necessary to protect the integrity of the system regardless of location in the City or Township, including but not limited to the dismantling of cross connections.

14. ENFORCEMENT. The Township and its members hereby agree that they will adopt ordinances providing that the charges for water and sewer service are a lien on all parcels served by the system and are recognized to constitute such lien and whenever such charge against any piece of property shall be delinquent for six (6) months, the City official or officials in charge of the collection thereof shall certify to the tax assessing officer of the Township the fact of such delinquency, whereupon such charge against such premises and shall be collected as a lien thereof and enforced in the same manner as all taxes against such premises are collected and the lien thereof enforced. In addition to other remedies provided, the City shall have the right to shut off and discontinue the service of water to any premises for the non-payment of water rates when due. If such charges are not paid within thirty (30) days after the due date thereof, then water services to such premises shall be discontinued. Water services so discontinued shall not be restored until all sums, including deposits and fees, due and owing shall be paid.

15. REGULATIONS The Township and the City hereby agree that the ordinances, rules and regulations pertaining to water service of the City shall be applicable to customers of the Township and that all laterals, sub-transmission lines, service lines, tap-ins, service connections, fittings and appurtenances hereafter constructed shall conform to said ordinances, rules and regulations and as amended from time to time; provided, however, the City agrees that no special regulations applying to Township customers only shall be adopted without prior consent of the Township.

16. TAP-IN PROCEDURE. If water service is available,

(a) Any person, including commercial and industrial users, desiring water service shall notify the Township and apply for a Plumbing Permit. A copy of the water connection procedures shall be provided to every applicant to assure proper connection is made into the system. The applicant shall deposit all tap-in and other connection charges established by the Township. The City shall within forty-five (45) days, weather permitting, install a water meter of appropriate size and in addition to other charges established by the Township the customer shall pay the City for all costs associated with the meter and connections furnished by the City. The Township shall furnish the City with a copy of each application for service as soon as it is received by the Township.

(b) The Township shall not permit water from any other source or supply to be introduced to any part of this water system within the service area designated herein or to be mixed or co-mingled with the water system of the City.

(c) The City shall inspect the tap-in at the point of connection at the time of connection to the water distribution system. No connection shall be made until the Township Plumbing Inspector has made contact with the City and obtained approval from the City of Buchanan Public Safety Services Director, City Manager or their designee.

17. USE OF WATER BY THE TOWNSHIP.

(a) Emergency Fire Service: Water used by the Township for emergency fire service shall not be billed to the Township.

(b) Hydrant Rental Fee: The Township shall pay a hydrant rental fee for each hydrant in the Township. The rental fee may be adjusted as needed by the Joint Board and approval by the City and Township. The City shall reasonably inspect and maintain each fire hydrant which at a minimum shall include exercising the valves and inspection of each annually.

(c) Installation of Meters: In order to account for the volume of water used in the water system as required by the Michigan Department of Environmental Quality (MDEQ), the installation of meters is necessary and the City has the authority to install meters as needed throughout the City and Township.

(d) Other uses of water by the Township, including but not limited to training, filling of pools, and washing of vehicles, shall be billed to the Township at the Township water rate.

(e) Non-customer charges: A "non-customer" is any person and/or entity that is not connected to or paying ready to serve fees to the City of Buchanan Water Utility. Fire response to a non-customer will result in an invoice being sent to that non-customer which includes the charges for the volume of water used during the fire response as well as overtime generated by the City operator to maintain the safe operation of the water system during the fire response. The Township Fire Department shall determine the billable party and provide that information to the City as provided by Ordinance.

18. RULES AND REGULATIONS – JOINT BOARD . The City and the Township have established a Joint Board for sewer and water which shall prepare rules and regulations pertaining to the operation of the system, review ordinances, rate studies and disputes which shall relate to this agreement. After review, said Joint Board shall make written recommendations to the Township Board and the City Commission for their consideration and final decision. The Joint Board shall consist of five (5) members as follows: two (2) members appointed by the Township Board, two (2) members appointed by the City Commission and a member at large to be nominated by the Joint Board and confirmed by both the Township Board and City Commission. Each member of the Joint Board shall serve a term of three (3) years from July 1 to June 30, of their respective terms. Board members shall be compensated from the Water and Sewer Enterprise Fund, based on the compensation approved by both the City and Township.

19. TERM OF AGREEMENT. The term of this Agreement shall be for a minimum period of thirty (30) years from the date hereof. After the expiration of said thirty (30) year period, either party may, by five (5) years written notice in advance served upon the other party, terminate this Agreement. This Agreement may be reviewed and modified as recommended by the Joint Board and agreed upon by both the City and the Township.

20. CONSENT TO USE OF PUBLIC WAYS. The Township consents to the use of its public streets, lands and rights of ways within its boundaries for the purpose of acquiring, operating, installing and maintaining said water system by the City or the City's designee.

21. SYSTEM NECESSITY. The system is designed to service those areas of the Township which may be in need of municipal water service, and is immediately necessary to protect and preserve the public health. Facilities to be located in the Township shall consist of various mains and distribution lines, together with all necessary pumping stations, valves, attachments, appurtenances and rights in land to be set out in plans for the project to be prepared by the Township consulting engineers. It is understood and agreed that this agreement does not impose upon the City any duty or obligation for construction of said system within the borders of the Township.

22. TWO AGREEMENTS. It is agreed that this agreement is contingent upon, and shall not take effect until a similar agreement with regard to sewer service between the parties hereto is entered into. This agreement shall inure to the benefit of and be binding upon the parties hereto, their successors and assigns.

IN WITNESS WHEREOF, the parties hereto, by action of their respective governing bodies, have caused this agreement to be executed by their duly authorized officers on the 23rd. day of June, 2014.

CITY OF BUCHANAN

By: Carla M Cole
Carla M. Cole, Mayor

By: Gladys M Bybee
Gladys M. Bybee, Clerk

State of Michigan)
) SS.
County of Berrien)

On this 24 day of June, 2014, before me a Notary Public in and for said County personally appeared CARLA M. COLE and GLADYS M. BYBEE, to me personally known, who, being by me duly sworn, did say that they are the Mayor and Clerk, respectively, of the CITY OF BUCHANAN, the Michigan municipal corporation named in and for which executed the within instrument, and that said instrument was signed on behalf of said Michigan municipal corporation by authority of its City Commission; and the said CARLA M. COLE and GLADYS M. BYBEE acknowledged said instrument to be the free act and deed of the CITY OF BUCHANAN.

Diana J. Klug
Notary Public, Berrien County, MI
Acting in: Berrien County, MI
My Commission Expires: 10/15/2018

TOWNSHIP OF BUCHANAN

By: Jane A. Mitchell
Jane A. Mitchell, Supervisor

By: Cathy A Ganus
Cathy A. Ganus, Clerk

State of Michigan)
) SS.
County of Berrien)

On this 1st day of July, 2014, before me a Notary Public in and for said County personally appeared JANE A. MITCHELL and CATHY A. GANUS, to me personally known, who, being by me duly sworn, did say that they are the Supervisor and Clerk, respectively, of the TOWNSHIP OF BUCHANAN, the Michigan municipal corporation named in and for which executed the within instrument, and that said instrument was signed on behalf of said Michigan municipal corporation by authority of its Township Board; and the said JANE A. MITCHELL and CATHY A. GANUS acknowledged said instrument to be the free act and deed of the TOWNSHIP OF BUCHANAN.

Janet L. Dehring
Notary Public, Berrien County, MI
Acting in: Berrien County, MI
My Commission Expires: 9-14-2017

Buchanan Water Department

Joint Water Sewer Board Report — November 2026

Hydrant Maintenance and Winter Preparation

During October, the Water Department completed fall flushing of City and Township fire hydrants and repaired three hydrants that were not functioning properly. In preparation for winter, water service was shut off at the parks and cemetery, and sprinkler systems throughout town were cleared using compressed air.

Infrastructure Repairs and Well Abandonment

The department replaced two galvanized water service lines, including a lead gooseneck connection at the water main on one of the lines. Well No. 3 was properly abandoned, and the required documentation was submitted to EGLE and the Berrien County Health Department. Removal of the remaining equipment is planned. Kalin Construction repaired a leak on a 2-inch water service line serving the former Bliss building, with assistance from DPW and the Water Department.

Regulatory Compliance

All EGLE requirements for the preceding months were approved.

Vacant Properties and Water Usage Review

The department is reviewing approximately 213 addresses associated with potentially vacant properties or properties with no recorded water usage for three months. The review includes homes listed for sale, churches, and confirmed vacant properties.

Ally Meters and System Monitoring

The department has observed positive results with the new Ally meters and is evaluating software that would use meter data, including pressure readings, to support system monitoring. Mike and Craig participated in a Zoom meeting to explore the software’s potential to improve water system monitoring and identify possible leaks through low-pressure readings.

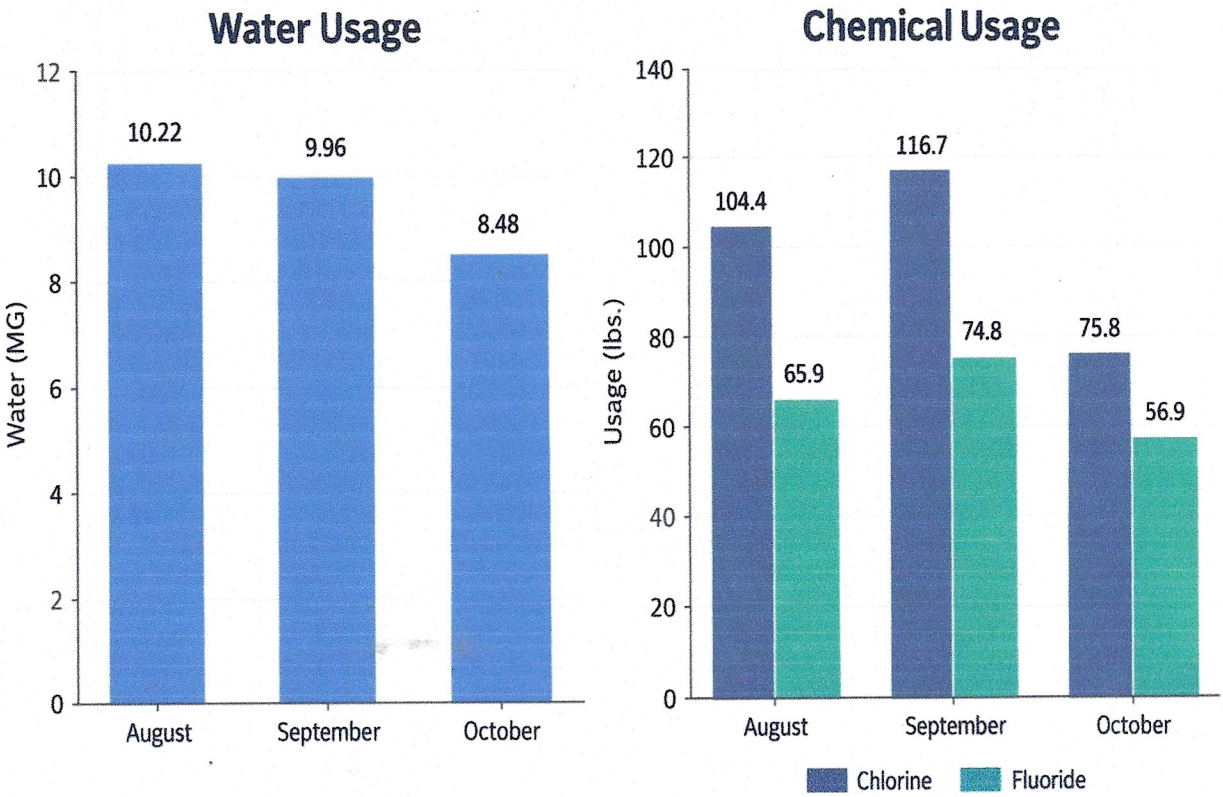
Utility Coordination

The department continues to perform Miss Dig utility locating work in support of Semco’s installation of new gas mains.

Chlorine Residuals Dist. System

August	8/3/2026	502 River Street	0.67	0.80
	8/3/2026	302 Redbud Trail	0.52	0.62
	83/2026	Rynearson Booster Station	0.63	0.64
	8/10/2026	502 River St.	0.61	0.70
	8/10/2026	302 Redbud Trail	0.56	0.57
		Monthly Average	0.598	0.666
September	9/2/2026	502 River Street	0.60	0.67
	9/2/2026	302 Redbud Trail	0.60	0.70
	9/2/2026	Rynearson Booster Station	0.47	0.48
	9/8/2026	502 River Street	0.71	0.78
	9/8/2026	302 Redbud Trail	0.25	0.35
		Monthly Average	0.526	0.596
October	10/6/2026	502 River Street	0.44	0.48
	10/6/2026	302 Redbud Trail	0.35	0.44
	10/6/2026	Rynearson Booster Station	0.45	0.52
	10/19/2026	502 River Street	0.78	0.85
	10/19/2026	302 Redbud Trail	0.40	0.45
		Monthly Average	0.484	0.548

Monthly Usage: August–October



Water unit (MG) as provided in source data.

City of Buchanan
Water & Sewer Enterprise
Water Gallons Pumped Compared to Gallons Billed Monthly

Starting Date	Ending Date	2026 Gallons Pumped	Gallons Billed	% Lost	
12/30/2026	1/25/2026	9.172	8.03	12%	
1/29/2026	2/25/2026	10.049	7.49	25%	5 main breaks
2/26/2026	3/26/2026	7.894	7.138	10%	
3/27/2026	4/28/2026	9.129	6.585	28%	
4/29/2026	5/27/2026	8.239	7.58	8%	
5/28/2026	6/25/2026	9.059	5.03	44%	over billed
6/26/2026	7/28/2026	12.167	8.51	30%	4spray days
7/29/2026	8/26/2026	9.043	9.789	-8%	
8/27/2026	9/28/2026	11.018	7.517	32%	
9/29/2026	10/27/2026	8.543	8.913	-4%	
				#DIV/0!	
				#DIV/0!	
	Total	94.313	76.582	19%	

302 Redbud Trail N
Buchanan, MI 49107
Tel: (269) 695-3844
Fax: (269) 695-4330

WASTEWATER JWSB November 2026

Over August through October 2026, the Buchanan Wastewater Department focused on maintaining plant reliability, addressing equipment issues, planning for future upgrades, and supporting staff development. In August, crews resolved ongoing communication and false alarm issues at the Glaser Lift Station, completed annual infrared inspections, repaired the Kubota tractor, secured a ferrous chloride supply contract with PVS Technologies, and completed 129 preventive maintenance work orders. In September, staff investigated a failed UV disinfection system with assistance from Gosling and Czubak Engineering Sciences and Windemuller, evaluated replacement options, responded to lift station alarms, repaired a ferrous chloride leak, updated plant computer systems, and continued operator certification preparation. In October, Windemuller installed updated SCADA software following a Windows 11 upgrade, flow meters were calibrated by Oudbier Instruments, staff toured a wastewater treatment facility to evaluate future treatment technologies, responded to a power outage at the River Shores Lift Station, completed clarifier cleaning, attended MWEA training courses, serviced generators with fuel deliveries, and resolved recurring pump and alarm issues at the Glaser Lift Station by removing significant debris from Pump No. 2. Overall, operations remained stable through proactive maintenance, troubleshooting, training, and planning efforts for future infrastructure improvements.

	October 2026	September 2026	August 2026	October 2025	
PLANT FLOW					
DAILY AVERAGE (MG)	0.529	0.586	0.630	0.462	
MAXIMUM DAY (MG)	0.770	0.806	0.733	0.714	
GAL/CAP/DAY	120	133	143	105	
FINAL EFFLUENT					**Regulatory Limit**
CARB-BOD (mg/l)	7	6	5	3	25 mg/l
SUSPENDED SOLIDS (mg/l)	10	10	7	6	30 mg/l
VOLATILE SOLIDS (mg/l)	8	8	6	5	
PHOSPHORUS (mg/l)	0.91	1.00	1.00	0.95	1.0 mg/l
FECAL COLIFORM / 100 ML	167	199	197	50	200 ct/100 ml
pH	7.2	7.2	7.1	7.1	6.5 - 9.0
DISSOLVED OXYGEN (DO) in mg/l	5.4	5.4	5.5	5.4	3.0 mg/l min.
PRIMARY INFLUENT					
FLOW(MG)	0.6220	0.6550	0.6880	0.5370	
SUSPENDED SOLIDS (mg/l)	334.0	275.0	153.0	441.0	
VOLATILE SOLIDS (mg/l)	268.0	229.0	140.0	311.0	
MIXED LIQUOR					
SUSPENDED SOLIDS (mg/l)	5646.0	3475.0	3380.0	4648.0	
VOLATILE SOLIDS (mg/l)	3848	2461	2480	2276	
POWER KWH/MG	1,618	1,886	2,116	2,606	
KWH / #CBOD	191.41	277.58	413.94	239.73	
NATURAL GAS (100 CU. FT.)	81	68	25	64	
MG	19.279	18.989	21.328	16.649	influent
KWH	31,200	35,808	45,120	43,392	X96
Inf # CBOD	163	129	109	181	