

MEMORANDUM AGREEMENT

WHEREAS, the SAGINAW COUNTY BOARD OF HEALTH has determined that it is essential to the general health, safety and welfare of Saginaw County that the SAGINAW COUNTY HEALTH DEPARTMENT, hereinafter referred to as the "DEPARTMENT", render and otherwise furnish any and all assistance it is able to provide local units of government concerning environmental health standards, and

WHEREAS, in order to carry out this purpose the SAGINAW COUNTY BOARD OF HEALTH has authorized the DEPARTMENT to enter into contracts with local units of government for the administering of on-site sewage disposal programs, and

WHEREAS, Section 4.1 (4), Chapter IV of the Saginaw County Environmental Health Code, allows the DEPARTMENT to enter into contracts with municipalities for the administration of the Code, and

WHEREAS, the governing body of the TOWNSHIP OF BIRCH RUN, hereinafter referred to as the "TOWNSHIP", has requested the DEPARTMENT render assistance in administering an on-site sewage disposal program.

NOW, THEREFORE, in order to carry out the stated intent of the parties and for other valuable consideration, IT IS AGREED AS FOLLOWS:

1. The DEPARTMENT shall furnish the following services to the TOWNSHIP:
 - a. The DEPARTMENT agrees to provide training to the representatives of the TOWNSHIP sufficient to provide said representative with the knowledge and ability to recognize proper construction techniques and otherwise qualify them to approve, on behalf of the County, and/or disapprove installation of on-site sewage disposal systems.
 - b. The TOWNSHIP agrees to refer all applicants for an on-site sewage disposal permit to the DEPARTMENT. The DEPARTMENT shall pay to the TOWNSHIP the sum of \$10 from each application fee submitted to the DEPARTMENT from a firm, person or corporation located in the TOWNSHIP within fifteen (15) days after the end of each month. The DEPARTMENT shall retain the sum of \$10 from each application fee submitted to it.
 - c. The DEPARTMENT shall make all initial on-site inspections to determine the feasibility of location and design and either approve or disapprove all applications. If an application is disapproved, the reasons therefore shall be furnished to the applicant in writing and any recommended changes sufficient to meet health standards shall be provided, where possible.
2. The TOWNSHIP agrees to do the following:
 - a. The TOWNSHIP shall forward all on-site sewage disposal applications for a permit, for any premises upon forms provided by the DEPARTMENT, made within its designated jurisdiction prior to the end of the working day following receipt of application for on-site sewage disposal permit.

- b. The TOWNSHIP shall not issue a building permit for construction of any building on or after March 1, 1975 until the DEPARTMENT approves the application for on-site sewage disposal facility and issues a sewage permit to the owner of the property and a copy of said permit to the TOWNSHIP. Provided, however, in the event the TOWNSHIP is located within a sanitary sewer facility being serviced by an approved sanitary sewer district, no sewage permit shall be required.
- c. Upon request of the DEPARTMENT, the TOWNSHIP agrees to make the inspections, including final inspections, on all installed single and two-family dwelling on-site sewage disposal systems. Inspection shall be made pursuant to the procedures outlined in Section 4.5 and 4.6, Chapter IV SAGINAW COUNTY ENVIRONMENTAL HEALTH CODE.
- d. The TOWNSHIP shall designate a representative to receive training by the Board of Health and otherwise implement the terms of this contract.
- e. The TOWNSHIP shall not approve or disapprove any installation of on-site sewage disposal systems until it has a qualified inspector certified by the DEPARTMENT.
- f. The TOWNSHIP shall notify the DEPARTMENT of all violations of health standards promulgated by the DEPARTMENT from time to time.
- 3. It is mutually agreed by and between the parties hereto that this agreement may be terminated by either party giving thirty (30) days advance written notice to the other party, in which event, the DEPARTMENT shall assume its original jurisdiction as set forth in the Code, provided however, the Saginaw County Board of Health shall not terminate this agreement without reasonable cause and until it has held a hearing within 30 days wherein the TOWNSHIP has had an opportunity to be heard.

IN WITNESS WHEREOF, the undersigned have placed their hands and seals this 17th day of March, 1975.

MUNICIPALITY

BY: Maria G Strong, clerk

BY: Lawrence Courtney

SAGINAW COUNTY HEALTH DEPARTMENT

BY: [Signature]

BY: [Signature]

ATTEST

WITNESS: 1 [Signature]

WITNESS: 2 Nanette Haley Deputy Clerk