**INTERCEPTOR/SEPARATOR/COMMINUTOR DEVICE**

**INSPECTION AND MAINTENANCE AGREEMENT**

**THIS AGREEMENT** made this \_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_, by and between the **Village of Pinckney**, of 220 South Howell Street, Pinckney, Michigan 48169, hereinafter referred to as the “Village”, and **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**, hereinafter referred to as the “Owner,” who is the owner of property at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Pinckney, Michigan 48169, more particularly described in Exhibit A, attached hereto (“Property”).

**WHEREAS**, said property has a grease and oil interceptor, grit separator, and/or other interceptor/separator/comminutor devices as required by the Pinckney Code of Ordnances Code Section 52.25(E) and the Village *Technical Standards for Design and Construction*; and

**WHEREAS**, a failure to maintain the device could impact the Village’s sewer system; and

**WHEREAS,** Village Code of Ordinances, Chapter 52, Sewers, and the Village *Technical Standards for Design and Construction* requires that an inspection and routine maintenance be performed on all devices.

**NOW THEREFORE**, the Owner agrees as follows:

1. **Specific Requirements**.

The Owner agrees:

1. to inspect and perform routine maintenance on the device for the Property in accordance with the device’s manufacturer instructions and ensure that the cleaning is done properly and that all fittings and fixtures inside the device are in working condition and functioning properly; and
2. to repair or replace device as necessary; and
3. to maintain a device maintenance log indicating each inspection, cleaning, and maintenance for the previous 12 months, which log shall include the date, time, and actions taken, and shall be kept in a conspicuous location in the premises of the facility for inspection and also be submitted annually to the Village President; and
4. to bear responsibility for any costs associated with the inspection and maintenance; and
5. To place manufacturer’s maintenance requirements on file with the Village; and
6. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_; and
7. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ .
8. **Compliance**. The Owner agrees to install, operate, and maintain the devices, on the Property in accordance with approvals received from the Village and other governmental entities with applicable jurisdiction. The Owner agrees to comply the terms and conditions adopted by the Village Council and Planning Commission for development, and the requirements of the Village DPW, the Village Engineer’s recommendations, the Village Ordinances and Technical Standards, and with all state and local laws, ordinances, and regulations.
9. **Entry License**. The Owner hereby grants the Village a non-revocable license to enter the Property as many times as necessary to complete the inspections and, if necessary, for maintenance of the devices and for review and copying of the required logs and records, and such license to enter the Property shall extend to any Village inspectors, employees, agents, contractors, consultants, or other Village representatives.
10. **Failure to Maintain.**
11. In the event the required maintenance is not conducted, the Village President, DPW Director, and/or Village's Engineer shall notify the Owner, specifying the necessary maintenance. Within thirty (30) days of the notice, the Owner shall perform the specified maintenance at the Owner’s expense; and within thirty-six (36) hours of notice, the Owner shall perform any specified emergency maintenance as may be required in the notice.
12. In the event the Owner does not maintain devices as required under the terms of this Agreement, the Village shall have the right, but not the responsibility to repair, replace and maintain the device for the said premises. Not less than ten (10) days before taking such action, the Village shall provide to the Owner and any other owners (as shown on the latest Village tax assessment roll), by first-class mail, notice of its intention. The Owner hereby grants to the Village employees, contractors, and/or agents a non-revocable license to go onto the Property to carry out the provisions of this subsection. The Village will invoice the cost of the specified maintenance, and the Owner shall pay the amount of the invoice within thirty (30) days of the mailing the invoice by first class mail. If the Owner shall fail to pay the amount of the invoice, then all costs, fees, or expenses incurred by the Village in maintaining the devices pursuant to this subsection may be, without further notice, assessed as provided in Pinckney Code Sec. 52.35.
13. **Recording**. The obligations under this Agreement are perpetual covenants that run with the land and bind successors in title of the Owner. It is the parties’ intent that this Agreement shall be recorded with the Livingston County Register of Deeds. The Owner shall be responsible for all costs associated with the recording of the Agreement.
14. **Signatures**. The parties whose signatures appear below hereby represent and warrant that they have the authority and capacity to sign this agreement and bind the respective parties hereto.

**IN WITNESS WHEREOF**, the parties hereto have signed their names on the day and year first above written.

**OWNER**

By:

By:

**VILLAGE OF PINCKNEY**

By:

, Village President

By:

, Village Clerk

STATE OF MICHIGAN )

COUNTY OF LIVINGSTON )

On this \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_, before me personally appeared \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Village President, and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Village Clerk, of the Village of Pinckney, known to me to be the persons described in and who executed the foregoing document and acknowledged the same to be true and accurate.

Notary Public

Livingston County, Michigan

My Commission Expires:

STATE OF MICHIGAN )

COUNTY OF LIVINGSTON )

On this \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_, before me personally appeared \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, known to me to be the persons described in and who executed the foregoing document and acknowledged the same to be true and accurate.

, Notary Public

Livingston County, Michigan

My Commission Expires:

Drafted by: When recorded return to:

David G. Stoker, Esq. Village of Pinckney

Cohl, Stoker & Toskey, P.C. 220 South Howell Street

601 North Capitol Avenue Pinckney, MI 48169

Lansing, MI 48933

(517) 372-9000

**EXHIBIT A**

Property tax ID #, legal description.