

City of  
Grand Rapids  
Michigan 49502

February 21, 1975

LETTER OF UNDERSTANDING

This is a letter of understanding setting forth the agreement reached at a meeting of representatives of the City of Wyoming and the City of Grand Rapids held on Tuesday, August 24, 1971, and subsequently on December 5, 1974. Because each of the cities has its own water and sewer system and because each has water and sewer customers within the city limits of the other, it is mutually desirable and agreeable that arrangements be made with respect to water and sewer customers that reside in one city and are served by the other. For a period of two years, from January 1, 1975, to and including December 31, 1976, in consideration of the mutual promises of the parties, the following procedures will be followed:

1. Each City will read the meters for the water and/or sewer service furnished to its residents by the other City. Each City shall bill and collect for water and/or sewer charges for its residents who receive water and/or sewer service from the other party.

2. Within thirty days after the end of the quarter, ending March 31, June 30, September 30, and December 31, each City will prepare a statement of water and sewer charges for services to its residents by the other City based upon the rates to residents of the City providing the service. Each City shall keep a system of records acceptable to the other, which shall be available for inspection at any reasonable time.

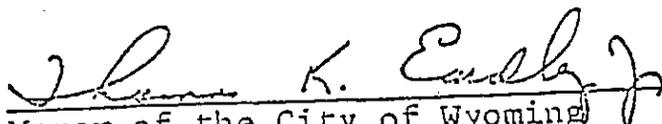
3. Customer complaints, notice of service leaks or meter leaks, or other sanitary sewer or water service calls shall be directed to the office of the City in which the customer resides. All repairs to be made by the municipality to water service, water meters, or sanitary sewer laterals shall be made by the City providing the service in accordance with the ordinances, rules and regulations of that City. The

City responsible for repairs may request the City in which the customer resides to do the necessary work or repairs, provided that the cost or charges for repair are agreed on prior to the work being started. Each City shall act with reasonable care and diligence in notifying the other of leaks or other defects.

4. To the full extent possible, each customer residing in one City receiving water and/or sewer service from the other City will be accorded the same rights and privileges as resident water and/or sewer customers of the City in which he resides.

5. This letter of understanding will be extended from year to year after the expiration of the original period unless either party notifies the other of its desire to terminate this letter of understanding 90 days prior to the yearly expiration date.

This letter of understanding has been approved by the respective Council and Commission of the cities, and the Mayor of Wyoming and the Mayor of Grand Rapids are each authorized to sign on behalf of that City.

  
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Mayor of the City of Wyoming

  
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Mayor of the City of Grand Rapids

# CITY OF GRAND RAPIDS

Form 1129

## INTER-DEPARTMENTAL LETTER

Date December 17, 1976

RECEIVED  
DEC 20 1976

To: Water Department Director

Attention:

Rupert A. McGinn  
WATER WORKS DIRE.

From: Richard A. Wendt  
Assistant City Attorney

SUBJECT:

LETTER OF UNDERSTANDING, DATED FEBRUARY 21, 1975,  
BETWEEN THE CITIES OF GRAND RAPIDS AND WYOMING -  
RELATING TO BILLING PRACTICES FOR WATER AND SEWER.

We have reviewed the above referenced Letter of Understanding and have concluded that it is not necessary to execute a new one. Provision Number 5 provides that upon expiration of the original period the letter extends from year to year unless either party elects to terminate upon 90 days notice.

We have reviewed the City Charter and concluded that this letter is in conformance. Additionally, we have contacted William Garlington, Wyoming City Attorney, and he also agrees that it is not necessary to execute a new agreement.

Sincerely,



Richard A. Wendt  
Assistant City Attorney

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