



## AREA MAINTENANCE METER AGREEMENT

We/I, \_\_\_\_\_  
owner(s) of the property located at \_\_\_\_\_, parcel  
ID#: \_\_\_\_\_, in the City of Center Line, County of  
Macomb and the State of Michigan, do hereby enter into the following Agreement with the City of  
Center Line, do hereby enter into the following Agreement with the City of Center Line.

**WHEREAS**, the City has available for water customers the right to install an area maintenance meter for purposes of watering lawns and gardens, cleaning outside structures, washing automobiles and other personal property, filling swimming pools, and other such outdoor projects that use water but do not deposit said water directly in to the sanitary system except by accidental absorption, without a sewer rate being charged, so long as there is compliance with the Code of Ordinances of the City of Center Line and an Agreement is entered into recognizing certain obligations concerning the meter.

### **NOW, THEREFORE, THE PARTIES HERETO AGREE:**

1. The owner(s) is/are hereby requesting the City be allowed to install an area maintenance meter as described and provided for in the Code of Ordinances of the City of Center Line, being Title 5, Chapter 5, solely at the owner(s) expense, as a special meter for watering lawns and gardens, cleaning outside structures, washing automobiles and other personal property, filling swimming pools, and other such outdoor projects that use water but do not deposit said water directly into the sanitary system except by accidental absorption, without a sewer rate being charged.

**7070 E. 10 Mile Rd., Center Line 48015 - 586-757-6800**

[www.centerline.gov](http://www.centerline.gov)

*"Smalltown Lifestyle in the Heart of Metro-Detroit"*

2. The owner(s) hereby agrees that no connections will be made to the area maintenance meter other than those approved by the City and described in "Exhibit A" attached to hereto and made a part of this agreement, and will not use the water metered through the area maintenance meter for other than authorized and allowed used.
3. The owner(s) shall allow entry by the City or its authorized agents or representatives at any reasonable hour to inspect the area maintenance meter and piping system. The owner(s) further agree that any refusal of entry shall constitute a violation Title 5, Chapter 5 of the Code of Ordinances of the City of Center Line and, that such violation shall be subject to the penalties contained therein.
4. The owner(s) agree that, upon evidence of violation of Title 5, Chapter 5 of the Center Line Code of Ordinances regarding the area maintenance meter, the City may, at its discretion, rely on any or all of the following courses of action:
  - a. Disconnect the area maintenance meter
  - b. Suspend water service to the premises
  - c. Add a sewer charge and, if applicable, a surcharge for water metered through the area maintenance meter
  - d. Institute court proceedings
  - e. Assess actual costs necessary to enforce the Code of Ordinances, including legal fees associated with court action.
5. In consideration of the owner(s) consent to abide by the provisions of Title 5, Chapter 5 of the Center Line Code of Ordinances as set forth in this agreement, the City of Center Line shall allow the owner(s) to install and utilize and area maintenance meter, said meter being \_\_\_\_\_ in size.
6. Upon any refusal to disconnect the area maintenance meter upon request as set forth in Paragraph 4 above, the City may refuse to supply water to the above described premises, without prior court approval.

7. The owner(s) acknowledges and agrees that the City will not be liable to owners in any way for the lack of use of the area maintenance meter should a water emergency be declared or the Code of Ordinances of the City of Center Line are modified or rescinded.
8. The owner(s) agree that this Agreement may be recorded in the Register of Deeds for the County of Macomb.
9. This Agreement shall be binding upon and run with the land, and shall inure the benefit of and be an obligation upon the parties hereto, their successors and assigns.

WITNESS:

DATE:

\_\_\_\_\_

\_\_\_\_\_

OWNER(S):

DATE:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, before me personally appeared \_\_\_\_\_ who acknowledged the foregoing Area Maintenance Meter Agreement to be \_\_\_\_\_ free act and deed.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_ County, Michigan

My Commission Expires: \_\_\_\_\_