

A G R E E M E N T

This Agreement made on the 23rd day of December, 1980, by and between the City of Wyoming, a Michigan Municipal Corporation, hereinafter referred to as the "CITY," the County of Ottawa, hereinafter referred to as the "COUNTY," and Georgetown Township, hereinafter referred to as the "TOWNSHIP."

WHEREAS, the City and the County entered into the City of Wyoming-Ottawa County Water Supply Agreement dated July 21, 1964, hereinafter referred to as the "BASE AGREEMENT," providing for the acquisition, construction and operation of a water system for the City and portions of Ottawa County, and

WHEREAS, pursuant to said Base Agreement, the City shall not service or sell water to any customers within the designated service area without agreement of the County, and

WHEREAS, the City intends to construct a watermain along Kenowa Avenue, a borderline street between the City and the Township, and

WHEREAS, the Township has indicated a willingness to participate in the construction of said watermain in order that adjacent properties could be serviced, and

WHEREAS, it is deemed to be in the best interests of all parties involved that an agreement be entered into; now, therefore,

THE PARTIES AGREE to the following terms and conditions:

1. The City will construct a twelve-inch watermain, including fire hydrants, valves and necessary appurtenances in Kenowa Avenue between Jacob and 56th Streets.

2. The service area to be covered by the Agreement is shown on Exhibit "A" attached hereto and made a part hereof. Expansion of the service area to the south of 56th Street will be negotiated at the time

) )  
the system is expanded to the south.

3. The total project cost of the watermain construction shall be shared with the City and the Township as follows:

a. Project costs will include contracted construction costs, purchase of watermain materials, plus 18 percent for engineering and contingencies.

b. The Township will pay the total project cost difference, based on bids as awarded, between the cost of an 8 inch diameter main and a 12 inch diameter main, prior to award of contract upon receipt of a statement for said costs from the City.

c. For each Township resident connecting to the watermain on Kenowa Avenue, the Township will pay a fee to the City based upon the Township's then prevailing assessable frontage rates and procedures.

4. The City shall maintain the Kenowa Avenue watermain and all appurtenances thereto (fire hydrants, valves, etc.).

5. Services shall be provided as follows:

a. The City shall maintain the services in Kenowa Avenue from the watermain to the stop box.

b. The Township shall maintain the Kenowa Avenue services from the stop box to the meter within the service area.

c. The Township shall maintain all other services within the service area from the watermain to the meter.

d. The Township shall provide, install and maintain all water meters on connections to the line.

6. Service extension standards shall be provided as follows:

a. All service extensions within the Kenowa Avenue right-of-way shall be constructed in accordance with the City standards

and shall be maintained by the City.

b. All service extensions outside the Kenowa Avenue right-of-way within the Georgetown Township service area shall be constructed in accordance with the Township standards and shall be maintained by the Township.

7. Water rates and fees shall be provided as follows:

a. Installation fees for water services installed in Kenowa Avenue from the watermain to the curb stop shall be the then established rate for such services in the City plus 25 percent.

b. The Township shall read all meters on a quarterly basis and submit to the City the total water consumption for the previous quarter.

c. The City shall bill the Township quarterly based upon the Township meter readings plus 10 percent for unaccounted for water at the following rates:

(1) Customer Usage - Rate the City charges the County as per original agreement plus 50%.

(2) Fire Protection - \$25.00 per fire hydrant, per year on the Kenowa Avenue watermain.

- \$50.00 per fire hydrant, per year on future watermain extensions.

8. All maintenance items mentioned in this Agreement shall mean maintenance in accordance with commonly accepted practices.

9. The City reserves the right to inspect any connections or meters upon prior notification of the Township.

10. This Agreement shall become effective upon its execution by all parties. This Agreement shall continue in full force and effect for so long as the Base Agreement is in effect or until modified by agreement of the parties. It shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

CITY OF WYOMING

By *Harold Perry*  
Its Mayor

By *Charles W. Gress*  
Its City Clerk

OTTAWA COUNTY

By *Robert F. Aule*  
Its Chairman

By *Morris J. DeWitt*  
Its Member

By *Frank W. Allen*  
Its Member

GEORGETOWN TOWNSHIP

By *Seaside W. ...*  
Its Supervisor

By *H. Jack Hayes*  
Its Clerk

GEORGETOWN TOWNSHIP  
SERVICE AREA FROM  
KENOWA AVE. WATER MAIN

Jacob  
st

EXHIBIT "A"

GEORGETOWN TOWNSHIP

Kenowa ave.

CITY OF WYOMING

Barry st.

56th  
st

250'

1650'

Jackson st

60th

