

WATER SERVICE AGREEMENT

THIS AGREEMENT by and between GEORGETOWN CHARTER TOWNSHIP, a municipal corporation, Ottawa County, Michigan, (hereinafter called "Georgetown"), and BLENDON TOWNSHIP, a municipal corporation, Ottawa County, Michigan, (hereinafter called "Blendon").

WHEREAS, 48th Avenue is in part a boundary line between Blendon and Georgetown, and

WHEREAS, it is possible for the Georgetown Water system to service a portion of sections 13, 24, and 25 in Blendon, and

WHEREAS, the parties hereto do not at present wish to duplicate services, and believe it to be in the best interest of both parties if certain residents of Blendon are allowed to use the water service improvements owned by Georgetown.

NOW THEREFORE, IT IS AGREED by and between the parties hereto as follows:

- 1) Owners of property within sections 13, 24, and 25 in Blendon, shall have the right hereafter to construct and install water service lines connecting to the Georgetown system when and where it is available.
- 2) The parameters of the subject property may be changed from time to time as in agreed by the parties to this instrument, provided said changes are added as a written amendment to this agreement.
- 3) All installations of said water system and services shall be in the following manner.
 - A. An application for a permit to hookup shall be made by the property owner to Georgetown, and Georgetown shall thereafter notify Blendon of such application.
 - B. The cost of installation of watermains, and service connection fees shall be the sole responsibility of the property owner. All construction, installation, and hookups shall be in accordance with the specifications and requirements of Georgetown and subject to inspection by Georgetown.
 - C. At the time of application for hookup to the water system for any individual premises, the owner of said premises shall pay to Georgetown the following charges:
 - (1) Inspection fee.
 - (2) Front foot charge for watermain based on size of lot or parcel served.
 - (3) Hookup charges.(Debt service)
 - (4) Service connection fee.
 - (5) Meter charges.
 - D. All charges shall be paid directly to Georgetown and shall be based on Georgetown rates plus difference shown.

<u>Charge</u>	<u>Difference</u>
Watermain	same
Service Connection	same
Debt Service	+100%
Inspection	+20%
Meter	same

- 4) After completion of the hookup, Georgetown shall bill individually each user in Blendon and each user shall pay Georgetown based on Georgetown rates plus difference based on following schedule.

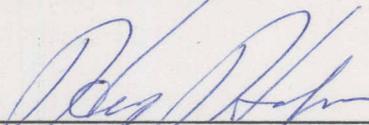
<u>Rate</u>	<u>Difference</u>
Rate per thousand	+20%
Redi-to-serve Charge	+100%
Turn of fee	+20%
Late fee	same

All payments shall be paid directly to Georgetown on the due date of such billing. Termination of water services for failure to pay such charges shall be according to the regular procedures for termination utilized by Georgetown.

- 5) This agreement may be terminated by either party at any time by giving six(6) months written notice to Georgetown. If at the time of termination of this agreement there are outstanding charges due Georgetown, Blendon guarantees the payment of such charges.
- 6) This agreement shall be binding unto the parties hereto and their successors and assigns.

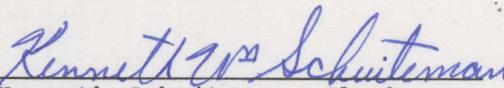
IN WITNESS WHEREOF, the parties have this 21st day of May, 1992, set their hand and seals.

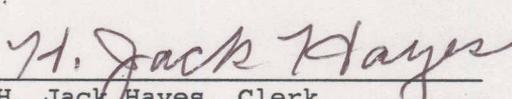
BLENDON TOWNSHIP


Henry Hofman, Supervisor

GEORGETOWN CHARTER TOWNSHIP


Larry Bruursema, Supervisor


Kenneth Schuiteman, Clerk


H. Jack Hayes, Clerk

Water/Sewer Agreement Amendment

THIS AGREEMENT by and between GEORGETOWN CHARTER TOWNSHIP, a municipal corporation, Ottawa County, Michigan, (hereinafter called "Georgetown"), and BLENDON TOWNSHIP, a municipal corporation, Ottawa County, Michigan, (hereinafter called "Blendon").

WHEREAS, Georgetown and Blendon currently have an agreement covering sections 12, 13, 24, and 25 in Blendon, and

WHEREAS, Blendon hereby requests Georgetown to add Section 1 to the agreements, and

WHEREAS, the parties hereto do not at present wish to duplicate services, and believe it to be in the best interest of both parties if certain residents of Blendon are allowed to use the Sanitary Sewer service improvements owned by Georgetown.

NOW THEREFORE, IT IS AGREED by and between the parties hereto as follows:

- 1) Section 1 of Blendon Township is now included in the list of sections for the existing Water/Sewer agreements.
- 2) This amendment is subject to any required approvals, by any other Government body.
- 3) This agreement may be terminated by either party at any time by giving six (6) years written notice to the other party. If at the time of termination of this agreement there are outstanding charges due Georgetown, Blendon guarantees the payment of such charges. Blendon also agrees to pay all direct or indirect costs without limitation to separate and disconnect the Blendon Customers.
- 4) This agreement shall be binding unto the parties hereto and their successors and assigns. Should any portion of this Contract be determined by a court of appropriate jurisdiction to be unenforceable, then Georgetown may at its sole discretion (1) elect to continue the agreement without the unenforceable portion and to modify the unenforceable provision to the extent possible, by a written amendment to this Contract, to cause the intention of the unenforceable provision to become enforceable; or (2) elect to terminate the Agreement. In the event that any fee or charge provision (other than connection fees charged by Blendon To Blendon customers) is determined by a court of appropriate jurisdiction to be unenforceable, then the parties shall mutually agree to terminate the Agreement unless Blendon elects to make payment of the unenforceable charge from Blendon's funds.
- 5) Blendon covenants and agrees, at its expense, to pay, indemnify and save Georgetown, all Township Board members, their employees and their agents harmless of, from and against, any and all claims, damages, demands, expenses, and liabilities of any character of nature whatsoever relating to this Transfer Agreement.
- 6) Nothing in this Agreement prohibits Blendon from levying additional connection fees, trunkage fees, hookup charges, assessments or other fees, charges or assessments.
- 7) Nothing in this Agreement prohibits residents in Section 1 of Blendon from connecting to other sanitary sewer or wastewater treatment systems. Blendon may, in its discretion, require mandatory connections.

IN WITNESS WHEREOF, the parties have this 14 day of 1, 2003, set their hand and seals.

BLENDON TOWNSHIP



Henry Hofman, Supervisor

GEORGETOWN CHARTER TOWNSHIP



James Holtvluwer, Supervisor

AGREEMENT

THIS AGREEMENT by and between GEORGETOWN CHARTER TOWNSHIP, a municipal corporation, Ottawa County, Michigan (hereinafter called "Georgetown"), and BLENDON TOWNSHIP, a municipal corporation, Ottawa County, Michigan, (hereinafter called "Blendon").

WITNESSETH

WHEREAS, 48th Avenue is in part a boundary line between Blendon and Georgetown, and

WHEREAS, it is possible for the Georgetown Water system to service a portion of the 48th Avenue, area with water service, and

WHEREAS, Blendon does not presently wish to extend its water system to serve Blendon residents located along 48th Avenue, and

WHEREAS, Georgetown is willing and able to provide water services to Blendon residents located along a portion of 48th Avenue, and

WHEREAS, the parties hereto do not at present wish to duplicate services, and believe it to be in the best interest of both parties if certain residents of Blendon are allowed to use the water service improvements installed by Georgetown,

NOW THEREFORE, IT IS AGREED by and between the parties hereto as follows:

1. Owners of property within the area of Blendon bounded by 48th Avenue, Baldwin Street to the north & Port Sheldon to the south (hereinafter called the "subject property"), shall have the right at any time hereafter to construct and install water service lines connecting to the Georgetown system when and where it is available.

2. The parameters of the subject property may be changed from time to time as is agreed by the parties to this instrument, provided said changes are added as a written amendment to this Agreement.

3. All installations of said water system and services shall be in the following manner:

A. An application for a permit to hookup shall be made by the property owner to Georgetown, and Georgetown shall thereafter notify Blendon of such application.

B. The cost of installation of watermians, and service connection fees shall be the sole responsibility of the property owner. All construction, installation, and hookups shall be in accordance with the specifications and requirements of Georgetown and subject to inspection by Georgetown.

C. At the time of application for hookup to the water ayatem for any individual premises, the owner of said premises shall pay to Georgetown the following charges:

- (1) Inspection fee.
- (2) Front foot charge for water main based on size of lot or parcel served.
- (3) Hookup charges or service connection fees.
- (4) In the event Georgetown installs watermain and establishes a special assessment district to pay part of the cost of such improvement, that any deferred assessment charge within said district shall be equal to the assessment charged per foot for the initial assessment district.

or the general deferred watermain charge as established by Georgetown, from time to time, whichever is greater.

D. All charges shall be paid directly to Georgetown, and shall be equal to similar charges and costs as would be levied by Georgetown against its own residents as of the date of actual hookup. Said charges may be paid in installments for the same term and at the same interest rate as such privilege is granted to Georgetown residents.

E. Georgetown shall make a good faith, diligent effort to collect any unpaid installment. Any unpaid installments which have become delinquent for a period of ninety (90) days or more shall be certified and assigned by Georgetown to Blendon for collection. Blendon shall adopt an ordinance providing for the collection of any unpaid installment so certified and assigned and any unpaid balance thereon, and specifying that such unpaid installment shall constitute a lien in favor of Blendon against the premises served which shall be enforceable by Blendon in the same manner as liens for special assessments under its laws and ordinances made and provided for. Blendon shall collect the full delinquent amount of any unpaid installment certified and assigned to it including interest and penalties, and upon collection thereon shall pay such moneys to Georgetown within thirty (30) days after collection.

4. After completion of the hookup, Georgetown shall bill individually each user in Blendon and each user shall pay Georgetown

on a regular basis at standard water rates and charges, in the same manner and amount as Georgetown charges its residents. All payments shall be paid directly to Georgetown on the due date of such billing. Termination of water services for failure to pay such charges shall be according to the regular procedures for termination utilized by Georgetown. Whenever provision of water services to a Blendon user is terminated for reason of failure to pay the aforesaid charges, Georgetown shall mail documentation of such termination to Blendon for its records. Blendon will cooperate in any way possible to collect any and all unpaid ^{WATER} sewer bills.

5. The term of this Agreement shall be for a period of ten (10) years from the date hereof, provided that Blendon may terminate this Agreement at any time by giving six (6) months written notice to Georgetown. If at the time of termination of this Agreement there are outstanding installments not yet due, Blendon guarantees the payment of such installments at such times and in such manner as is provided in paragraph 3-E hereof. This Agreement may be extended from time to time as may be agreed in writing by and between the parties hereto.

6. All notices or communications provided for herein or which hereafter may become necessary at any time shall be in writing and shall be delivered to the Blendon Township Clerk or Georgetown Township Clerk personally or by certified mail, return receipt requested.

7. This Agreement shall be binding upon the parties hereto and their successors and assigns.

IN WITNESS WHEREOF, the parties have this 20th day of June, 1988, set their hands and seals.

Witness:

Kenneth W. Schuiteman
Blendon Twp Clerk

BLENDON TOWNSHIP

By Melvin Van Heukelum
Melvin Van Heukelum, Supervisor

Witness:

H. Jack Hayes
Clerk

GEORGETOWN CHARTER TOWNSHIP

By Gerald DeWindt
Gerald DeWindt, Supervisor