

Sewer 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 Georgetown Sanitary Sewer system to service a portion of section 12, 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 Sanitary Sewer service improvements owned by Georgetown.

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

- 1) Owners of property within sections 12, 13, 24, and 25 in Blendon, shall have the right hereafter to construct and install Sewer service lines connecting to the Georgetown system when and where it is available. Subject to approval by Georgetown.
- 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 Sanitary Sewer system and services shall be in the following manner.
 - A. The property owner shall make an application to Georgetown for a permit to hookup to the Georgetown system.
 - B. The cost of installation of Sanitary Sewer mains, 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 Sewer system for any individual premises, the owner of said premises shall pay to Georgetown the following charges:
 - (1) Inspection fee (If applicable).
 - (2) Front foot charge for Sewer main based on size of lot or parcel served.
 - (3) Hookup charges.
 - (4) Service connection fee.
 - D. All charges shall be paid directly to Georgetown and shall be based on Georgetown rates plus 20%. All fees are in addition to any charges by the City of Grandville
- 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 20%.

All payments shall be paid directly to Georgetown on the due date of such billing. Termination of Sewer 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) 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.


- 6) 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 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.
- 7) 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.
- 8) Nothing in this Agreement prohibits Blendon from levying additional connection fees, trunkage fees, hookup charges, assessments or other fees, charges or assessments.
- 9) Nothing in this Agreement prohibits residents in Section 12,13,24, and 25 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 26 day of November 2001, set their hand and seals.

BLENDON TOWNSHIP

GEORGETOWN CHARTER TOWNSHIP


Henry Hofman, Supervisor


James Holtvliuwer, Supervisor

Supervisor

Supervisor

Martha A. LaBeige