



Georgetown Charter Township

1515 Baldwin St., Jenison, MI 49428

Utilities Committee Meeting Agenda

May 9, 2016 after Board meeting

1. Call To Order
2. Roll Call
3. Approval Of The Minutes Of The Previous Meeting
4. Communications, Letters And Reports

4.I. Email From Dawn Noonan-Southwick

Documents: [FW_ DISTURBING OF PEACE NOISE ORDINANCE IGNORED.PDF](#)

5. Asset Management Program As Proposed By Prein And Newhof

Documents: [PRP 2016-04-22 \[GEORGETOWN TOWNSHIP\] WAMP.PDF](#), [AGM 2016-04 \[GEOGETOWN TWP WAMP\].PDF](#)

6. Discuss Sidewalk Installation Policy

Documents: [POLICY 2016-01.PDF](#)

7. Public Comment

8. Other Business

8.I. City View Drain District

Documents: [CITY VIEW DRAIN.PDF](#)

From: [Daniel Carlton](#)
To: [Mannette Minier](#)
Subject: FW: Disturbing of Peace Noise Ordinance Ignored
Date: Tuesday, April 26, 2016 1:26:20 PM

Please include on the next utility committee.

Dan

Daniel Carlton | Township Superintendent



1515 Baldwin St., PO Box 769
Jenison, MI 49429-0769
(616) 226-6001

From: Dawn Southwick [mailto:dnsouthwick@gmail.com]
Sent: Tuesday, April 26, 2016 11:33 AM
To: Township Board Members <Board@georgetown-mi.gov>
Cc: sarayerrick@gmail.com
Subject: Disturbing of Peace Noise Ordinance Ignored

Hello and good day to everyone. I live on Port Sheldon at 40th. A bit before we purchased our home here there was a 4way stop at the intersection of 40th and Port Sheldon. That created a perfect traffic flow for the residential area that it is. Now that it has been a few years since the light was installed we live on a highway.

There are loud fast driving semi, double semi, tanker, tractor trailer pulling heavy equipment trucks, dirt trucks, double dirt trucks, waste trucks, and so many more (videos I have represent them all) that go by our homes every 3-5 minutes all day long.

At night while we are sleeping they are a little less, about every 15 minutes to half an hour. If there were no trucks at night it would be very quiet, I have video to prove such.

Our neighbors are tired of it. Our homes shake, the art on our walls move. Our windows rattle. The season does not matter - the trucks are here.

I contacted the OCSD and had someone out here. I was advised there are no truck routes, it is a free for all. With the amount of citizens and residential property increases over the years - traffic speed and trucks have yet to be addressed by any form of local government. This area is not rural anymore.

I would like to live in the peaceful community I deserve to live in. My neighbors and our children would like to as well.

As the Township board where I pay property taxes I would like your direction in how to get this problem solved. There is a noise ordinance in place. I can hire an Attorney, it is my plan we have Attorney coverage so it won't cost me anything. But then I don't feel it fair to blindside anyone. I as well can gather more residents than I already have to solve this as a group if need be.

My parents and guests that have come to my home have been appalled for the last few years since the tremendous increase in these trucks and the speed they go. The noise and anxiety they create is not healthy. Having conversations in my home you can hear the trucks over voices, the TV and yes we have new windows. Having conversations on our porch is not possible. We can't ever enjoy the outdoors. A friend who is a business owner pumping lots of money into advertising to TV 8 has offered to get them out here to my home to do a story. Literally to do a story on "the homes on the highway" was the comment.

As a board I'm asking for your direction to a quick solution. I'm aware that other townships have created truck free roads in the residential sections that have had the same problem. I'm not requesting all of Port Sheldon be affected just where our homes are close to the road. With this e-mail communication I'm requesting your assistance to a solution and documenting the attempts I have made.

Any one of you are very very welcome to come to my home and experience what we do to understand the true magnitude. I would actually appreciate the effort to understand the citizens concerns.

Please don't make me have to involve the media, please. I really don't want to, but I will and have to soon because it is out of control. Port Sheldon may be a main road but it is not an M road, there are designated highways and interstates for this kind of traffic. In fact in CA it's illegal for tankers to drive on streets with schools. Alward has a curve that tankers and the rest of the semis whip around at 45mph+++. This is just as much a safety issue as it is disturbing the peace. Some of our yards are very small in the front since the road got widened. That means one slip and the trucks will be IN our homes. I'm sure with all the Federal regulations out there the small distance between our yard and the double tankers has to be illegal. My Attorney will hire an engineer to figure all that out if we must go that route.

The sad thing about all this is we moved here from Kent County and used to enjoy inviting people over to our home there. We did here too see the cute spot we moved too. Now it's an embarrassment. Georgetown township is an embarrassment to all of the guests us residents in this section invite to our homes and it could be so much more. It could be amazing. Beautifying Chicago Drive will do nothing if when residents have company over its embarrassing.

Thank you for your time, I hope to hear from one or all of you soon. Again my door is open to see for yourself the seriousness of this communication.

Kind Regards,

Dawn Noonan-Southwick
616-821-1874
4017 Port Sheldon

April 22, 2016

Mr. Joel Hanenburg
Georgetown Charter Township
PO Box 769
Jenison, MI 49429

RE: Proposal for Georgetown Charter Township - Water Supply System Asset Management Services

Dear Joel:

Prein&Newhof is pleased to submit this proposal for Asset Management Services for your community's water supply system. The scope of this project is to create a foundational Asset Management Plan that will efficiently meet the current requirements and allow you to add data/functionality as time and resources allow in the future.

Project Understanding

Michigan's Safe Drinking Water Act was recently amended with additional General Plan requirements for Community Water Supplies such that communities serving more than 1,000 people shall implement an asset management program by January 1, 2018 for all functionally and financially significant assets. In accordance with the requirements, the Asset Management Plan shall include:

- A pipe and non-pipe assets inventory.
- A methodology for assessing the criticality of each asset considering the likelihood and consequence of failure.
- A statement of level of service goals.
- An updated 5 and 20 year Capital Improvement Plan.
- A financial plan showing how rates and other funding will provide sufficient resources to implement the asset management program.

Your community seeks to comply with the new requirements of Michigan's Safe Drinking Water Act by creating an Asset Management Plan for their Community Water Supply that will allow the community to more cost-effectively manage its aging water infrastructure and ensure the long-term sustainability of the water system for its residents.

Scope of Services

Task 1: Inventory and Condition Assessment

System assets generally include the following:

- Water Supply – wells, pump stations, booster stations, interconnecting pipes/meters, interconnect control valves, and transmission mains.
- Treatment – plants, pumps, specific process components, and chlorination equipment.
- Storage – above ground storage tanks. Buildings – structural buildings housing treatment facilities and site infrastructure.
- Distribution – distribution mains, valves, and hydrants. (does not include services)
- Electrical and Communications – SCADA and control panels.

We propose to:

- a. Use your most recent Water Reliability Study (WRS) and the electronic version of the model used in the study to help populate your pipe asset inventory.
- b. Obtain a copy of your recent Sanitary Survey completed by the Michigan Department of Environmental Quality (MDEQ) to initiate the population of your non-pipe asset inventory.
- c. Meet with your utility staff to review the asset inventory and advise you on how to populate any required additional information or anything else you may want to include in your Asset Management Plan. Examples of required information include, purchase or installation year, purchase price, risk of failure rating, consequence of failure rating, and material.
- d. If necessary, a second meeting will occur to obtain any additional information based on your institutional knowledge of the system.

Task 2: Criticality, Risk of Failure, Consequence of Failure, and Level of Service

We plan to work with your staff to develop level of service goals and to assess criticality, considering their failure risk and consequence of failure.

This involves the following:

- a. When we meet with your utility staff to discuss your inventory, we can cover your level of service goals. This can include a focus on domestic and fire flows, existing and future service districts, available pressures, system reliability, redundancy, leaks in the system, water quality concerns, staffing, and other service goals for the system.
- b. We will guide your staff in assigning risk and consequence of failure ratings for each asset. We use these ratings to create a criticality map in GIS. (We have not included on-site condition assessments or inspections in the current scope of services.)

Mr. Joel Hanenburg

April 22, 2016

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Task 3: Prepare Asset Management Plan

This is where we review your current revenue structure, develop your 5 and 20 year Capital Improvement Plans and develop a summary report of our findings to support your Asset Management Plan.

We plan to team with Tom Traciak and his firm H.J. Umbaugh & Associates for the Financial Plan work. Umbaugh is a CPA firm specializing in bond financing and rate studies. Tom, as well as Umbaugh as a firm, is registered with the SEC as Municipal Advisors, which means they are able to model future debt scenarios as necessary. Umbaugh will review the current budget and will forecast revenue requirements in support of the future capital cost identified through the asset management evaluation.

We recommend the following steps in collaboration with a financial consultant:

- a. Meet with your appropriate Township staff to discuss the results of tasks 1 and 2 and develop a 5 and 20 year Capital Improvement Plan.
- b. Meet with Umbaugh to evaluate your current rate structure, O&M costs, and your goals to prepare a financial plan/policy for implementing the Asset Management Plan.
- c. Create an Asset Management Plan including:
 - o Water Distribution System Map
 - o Pipe Assets Summary
 - o Non-pipe Assets Summary
 - o Criticality Map methodology summary
 - o Statement of Level of Service Goals
 - o 5 and 20 year Capital Improvement Plan
 - o Financial Plan/Policy

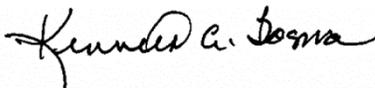
Fees and Schedule

Prein&Newhof proposes to perform the services described above for a lump sum amount of \$22,000. We can begin work immediately upon authorization. To get started, please sign and date the attached Professional Services Agreement and send a signed copy to me.

Prein&Newhof appreciates the opportunity to provide you with this proposal. Please contact me if you have any questions by phone (616)394-0200, or by email kbosma@preinnewhof.com.

Sincerely,

Prein&Newhof



Kenneth A. Bosma, P.E.

KAB/kab

Enclosures: Professional Services Agreement (2 pg.) Terms & Conditions (3 pg.)

Professional Services Agreement

This Professional Services Agreement is made this day of , 20 (“Agreement”) by and between Prein & Newhof, Inc. (“P&N”), of 3355 Evergreen Drive, NE, Grand Rapids, MI 49525, and Georgetown Charter Township (“Client”), of P.O. Box 769, Jenison, MI 49429

WHEREAS Client intends to:

Use Professional Engineering Services for Water Supply System Asset Management Program

NOW THEREFORE, for and in consideration of the terms and conditions contained herein, the parties agree as follows:

ARTICLE 1 – DESIGNATED REPRESENTATIVES

Client and P&N each designate the following individuals as their representatives with respect to the Project.

For Client

For P&N

Name: Joel Hanenburg

Title: Director of Public Works

Phone Number: 616-457-2340

Facsimile Number: 616-457-3670

E-Mail Address: joel.georgetownwp@gmail.com

Name: Ken Bosma

Title: Project Manager

Phone Number: 616-394-0200

Facsimile Number:

E-Mail Address: kbosma@preinnewhof.com

ARTICLE 2 – GENERAL CONDITIONS

This Agreement consists of this Professional Services Agreement and the following documents which by this reference are incorporated into and made a part of this Agreement.

- P&N Standard Terms and Conditions for Professional Services
- P&N Proposal dated April 22, 2016
- P&N Standard Rate Schedule
- P&N Supplemental Terms and Conditions
- Other:

ARTICLE 3 – ENGINEERING SERVICES PROVIDED UNDER THIS AGREEMENT:

Client hereby requests, and P&N hereby agrees to provide, the following services:

- P&N Scope of Services per Proposal dated April 22, 2016

Scope of Services defined as follows:

[INSERT SCOPE OF SERVICES]

ARTICLE 4 – COMPENSATION:

Lump Sum for Services Described in Article 3 above - \$22,000.

Additional services to be billed per P&N's Standard Rate Schedule in effect on the date the additional service are performed.

Hourly Billing Rates plus Reimbursable Expenses per P&N's Standard Rate Schedule in effect on the date services are performed.

Other:

ARTICLE 5 – ADDITIONAL TERMS (If any)

NONE

This Agreement constitutes the entire Agreement between P&N and Client and supersedes all prior written or oral understandings. This Agreement may not be altered, modified or amended, except in writing properly executed by authorized representatives of P&N and Client.

Accepted for:

Accepted for:

Prein&Newhof, Inc.

Client

By: *Kenneth A. Bogma*
Printed Name: *Kenneth A. Bogma*
Title: *Project Manager*
Date: *4/22/16*

By: _____
Printed Name: _____
Title: _____
Date: _____

Standard Terms & Conditions

A. General - As used in this Prein&Newhof Standard Terms and Conditions for Professional Services (hereinafter “Terms and Conditions”), unless the context otherwise indicates: the term “Agreement” means the Professional Services Agreement inclusive of all documents incorporated by reference including but not limited to this P&N Standard Terms and Conditions for Professional Services; the term “Engineer” refers to Prein & Newhof, Inc.; and the term “Client” refers to the other party to the Professional Services Agreement.

These Terms and Conditions shall be governed in all respects by the laws of the United States of America and by the laws of the State of Michigan.

B. Standard of Care - The standard of care for all professional and related services performed or furnished by Engineer under the Agreement will be the care and skill ordinarily used by members of Engineer’s profession of ordinary learning, judgment or skill practicing under the same or similar circumstances in the same or similar community, at the time the services are provided.

C. Disclaimer of Warranties - Engineer makes no warranties, expressed or implied, under the Agreement or otherwise.

D. Construction/Field Observation - If Client elects to have Engineer provide construction/field observation, client understands that construction/field observation is conducted to reduce, not eliminate the risk of problems arising during construction, and that provision of the service does not create a warranty or guarantee of any type. In all cases, the contractors, subcontractors, and/or any other persons performing any of the construction work, shall retain responsibility for the quality and completeness of the construction work and for adhering to the plans, specifications and other contract documents.

E. Construction Means and Methods - Engineer shall not have control or charge of and shall not be responsible for construction means, methods, techniques, sequences, or procedures, or for any safety precautions and programs in connection with the construction work, for the acts or omissions of the Contractor, Subcontractors, or any other persons performing any of the construction work, or for the failure of any of them to carry out the construction work in accordance with the plans, specifications or other contract documents.

F. Opinions of Probable Costs – Client acknowledges that Engineer has no control over market or contracting conditions and that Engineer’s opinions of costs are based on experience, judgment, and information available at a specific period of time. Client agrees that Engineer makes no guarantees or warranties, express or implied, that costs will not vary from such opinions.

G. Client Responsibilities

1. Client shall provide all criteria, Client Standards, and full information as to the requirements necessary for Engineer to provide the professional services. Client shall designate in writing a person with authority to act on Client’s behalf on all matters related to the Engineer’s services. Client shall assume all responsibility for interpretation of contract documents and construction observation/field observation during times when Engineer has not been contracted to provide such services and shall waive any and all claims against Engineer that may be connected thereto.
2. In the event the project site is not owned by the Client, the Client must obtain all necessary permission for Engineer to enter and conduct investigations on the project site. It is assumed that the Client possesses all necessary permits and licenses required for conducting the scope of services. Access negotiations may be performed at additional costs. Engineer will take reasonable precaution to minimize damage to land and structures with field equipment. Client assumes responsibility for all costs associated with protection and restoration of project site to conditions existing prior to Engineer’s performance of services.

H. Hazardous or Contaminated Materials/Conditions

1. Client will advise Engineer, in writing and prior to the commencement of its services, of all known or suspected Hazardous or Contaminated Materials/Conditions present at the site.
2. Engineer and Client agree that the discovery of unknown or unconfirmed Hazardous or Contaminated Materials/Conditions constitutes a changed condition that may require Engineer to renegotiate the scope of or terminate its services. Engineer and Client also agree that the discovery of said Materials/Conditions may make it necessary for Engineer to take immediate measures to protect health, safety, and welfare of those performing Engineer’s services. Client agrees to compensate Engineer for any costs incident to the discovery of said Materials/Conditions.
3. Client acknowledges that Engineer cannot guarantee that contaminants do not exist at a project site. Similarly, a site which is in fact unaffected by contaminants at the time of Engineer’s surface or subsurface exploration may later, due to natural phenomena or human intervention, become contaminated. The Client waives any claim against Engineer, and agrees to defend, indemnify and hold Engineer harmless from any claims or liability for injury or loss in the event that Engineer does not detect the presence of contaminants through techniques commonly employed.
4. The Client recognizes that although Engineer is required by the nature of the services to have an understanding of the laws pertaining to environmental issues, Engineer cannot offer legal advice to the Client. Engineer urges that the Client seek legal assistance from a qualified attorney when such assistance is required. Furthermore, the Client is cautioned to not construe or assume that any representations made by Engineer in written or conversational settings constitute a legal representation of environmental law or practice.
5. Unless otherwise agreed to in writing, the scope of services does not include the analysis, characterization or disposal of wastes generated during investigation procedures. Should such wastes be generated during this investigation, the Client will contract directly with a qualified waste hauler and disposal facility.

I. Underground Utilities – To the extent that the Engineer, in performing its services, may impact underground utilities, Engineer shall make a reasonable effort to contact the owners of identified underground utilities that may be affected by the services for which Engineer has been contracted, including contacting the appropriate underground utility locating entities and reviewing utility drawings

provided by others. Engineer will take reasonable precautions to avoid damage or injury to underground utilities and other underground structures. Client agrees to hold Engineer harmless for any damages to below ground utilities and structures not brought to Engineers attention and/or accurately shown or described on documents provided to Engineer.

J. Insurance

1. Engineer will maintain insurance for professional liability, general liability, worker's compensation, auto liability, and property damage in the amounts deemed appropriate by Engineer. Client will maintain insurance for general liability, worker's compensation, auto liability, and property damage in the amounts deemed appropriate by Client. Upon request, Client and Engineer shall each deliver certificates of insurance to the other evidencing their coverages.
2. Client shall require Contractors to purchase and maintain commercial general liability insurance and other insurance as specified in project contract documents. Client shall cause Engineer, Engineer's consultants, employees, and agents to be listed as additional insureds with respect to any Client or Contractor insurances related to projects for which Engineer provides services. Client agrees and must have Contractors agree to have their insurers endorse these policies to reflect that, in the event of payment of any loss or damages, subrogation rights under these Terms and Conditions are hereby waived by the insurer with respect to claims against Engineer.

K. Limitation of Liability - The total liability, in the aggregate, of Engineer and Engineer's officers, directors, partners, employees, agents, and consultants, whether jointly, severally or individually, to Client and anyone claiming by, through, or under Client, for any and all injuries, losses, damages and expenses, whatsoever, arising out of, resulting from, or in any way related to the Project or the Agreement, including but not limited to the performance of services under the Agreement, from any cause or causes whatsoever, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract or warranty, expressed or implied, of Engineer or Engineer's officers, directors, partners, employees, agents, consultants, or any of them, shall not exceed the amount of the compensation paid to Engineer under this Agreement, or the sum of fifty thousand dollars and no cents (\$50,000.00), whichever is less. Recoverable damages shall be limited to those that are direct damages. Engineer shall not be responsible for or held liable for special, indirect or consequential losses or damages, including but not limited to loss of use of equipment or facility, and loss of profits or revenue.

Client acknowledges that Engineer is a corporation and agrees that any claim made by Client arising out of any act or omission of any director, officer, or employee of Engineer, in the execution or performance of the Agreement, shall be made against Engineer and not against such director, officer, or employee

L. Documents and Data

1. All documents prepared or furnished by Engineer under the Agreement are Engineer's instruments of service, and are and shall remain the property of Engineer.
2. Hard copies of any documents provided by Engineer shall control over documents furnished in electronic format. Client recognizes that data provided in electronic format can be corrupted or modified by the Client or others, unintentionally or otherwise. Consequently, the use of any data, conclusions or information obtained or derived from electronic media provided by Engineer will be at the Client's sole risk and without any liability, risk or legal exposure to Engineer, its employees, officers or consultants.
3. Any extrapolations, conclusions or assumptions derived by the Client or others from the data provided to the Client, either in hard copy or electronic format, will be at the Client's sole risk and full legal responsibility.

M. Differing Site Conditions - Client recognizes that actual site conditions may vary from the assumed site conditions or test locations used by Engineer as the basis of its design. Consequently, Engineer does not guarantee or warrant that actual site conditions will not vary from those used as the basis of Engineer's design, interpretations and recommendations. Engineer is not responsible for any costs or delays attributable to differing site conditions. .

N. Terms of Payment - Unless alternate terms are included in the Agreement, Client will be invoiced on a monthly basis until the completion of the Project. All monthly invoices are payable within 30 days of the date of the invoice. Should full payment of any invoice not be received within 30 days, the amount due shall bear a service charge of 1.5 percent per month or 18 percent per year plus the cost of collection, including reasonable attorney's fees. If Client has any objections to any invoice submitted by Engineer, Client must so advise Engineer in writing within fourteen (14) days of receipt of the invoice. Unless otherwise agreed, Engineer shall invoice Client based on hourly billing rates and direct costs current at the time of service performance. Outside costs such as, but not limited to, equipment, meals, lodging, fees, and subconsultants shall be actual costs plus 10 percent. In addition to any other remedies Engineer may have, Engineer shall have the absolute right to cease performing any services in the event payment has not been made on a current basis.

O. Termination - Either party may terminate services, either in part or in whole, by providing 10 calendar days written notice thereof to the other party. In such an event, Client shall pay Engineer for all services performed prior to receipt of such notice of termination, including reimbursable expenses, and for any shut-down costs incurred. Shut-down costs may, at Engineer's discretion, include expenses incurred for completion of analysis and records necessary to document Engineer's files and to protect its professional reputation.

P. Severability and Waiver of Provisions - Any provision or part of the Agreement held to be void or unenforceable under any laws or regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Client and P&N, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision. Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of the Agreement.

Q. Dispute Resolution - If a dispute arises between the parties relating to the Agreement, the parties agree to use the following procedure prior to either party pursuing other available remedies:

1. Prior to commencing a lawsuit, the parties must attempt mediation to resolve any dispute. The parties will jointly appoint a mutually acceptable person not affiliated with either of the parties to act as mediator. If the parties are unable to agree on the mediator within twenty (20) calendar days, they shall seek assistance in such regard from the Circuit Court of the State and County wherein the Project is located, who shall appoint a mediator. Each party shall be responsible for paying all costs and expenses incurred by it, but shall split equally the fees and expenses of the mediator. The mediation shall proceed in accordance with the procedures established by the mediator.
2. The parties shall pursue mediation in good faith and in a timely manner. In the event the mediation does not result in resolution of the dispute within thirty (30) calendar days, then, upon seven (7) calendar days' written notice to the other party, either party may pursue any other available remedy.
3. In the event of any litigation arising from the Agreement, including without limitation any action to enforce or interpret any terms or conditions or performance of services under the Agreement, Engineer and Client agree that such action will be brought in the District or Circuit Court for the County of Kent, State of Michigan (or, if the federal courts have exclusive jurisdiction over the subject matter of the dispute, in the U.S. District Court for the Western District of Michigan), and the parties hereby submit to the exclusive jurisdiction of said court.

R. Force Majeure - Engineer shall not be liable for any loss or damage due to failure or delay in rendering any services called for under the Agreement resulting from any cause beyond Engineer's reasonable control.

S. Assignment - Neither party shall assign its rights, interests or obligations under this Agreement without the express written consent of the other party.

T. Modification - The Agreement may not be modified except in writing signed by the party against whom a modification is sought to be enforced.

U. Survival - All express representations, indemnifications, or limitations of liability included in the Agreement shall survive its completion or termination for any reason.

V. Third-Party Beneficiary - Client and Engineer agree that it is not intended that any provision of this Agreement establishes a third party beneficiary giving or allowing any claim or right of action whatsoever by a third party.

Township Board Policy 2016-01
Georgetown Township Board Ordered Sidewalk and Non-Motorized Path Installation Policy
Adopted by the Township Board on _____ with motion _____

PURPOSE.

The purpose of this policy is to establish procedures for Township Board ordered installation of sidewalks or non-motorized paths.

STATEMENT OF POLICY.

The Georgetown Township Board adopted the Sidewalk Ordinance in 2000. The ordinance requires the installation of sidewalks or 8 foot non-motorized paths (along designated streets listed in the ordinance) for new development or developments which receive substantial additions or improvements. In addition, the ordinance gives the Board the authority to order the installation of sidewalks or paths on existing developments for the health, safety and welfare of the residents.

The ordinance further provides that any sidewalks or 8 foot non-motorized paths ordered by the Township Board to be constructed shall be as per the Township specifications and shall be at the sole cost and responsibility of the owner of the property adjacent to the required sidewalk.

At the July and August 2009 meetings, the Utilities Committee discussed and determined to proceed with ordering the installation and construction of sidewalks or paths as per the authority granted in the Sidewalk Ordinance, in areas of the township reasonably necessary to connect existing sidewalks in order to protect the health, safety or welfare of the residents of the township. **All sidewalk and non-motorized path construction ordered to be completed by the Township Board were to be at the sole cost and responsibility of the owner of the property adjacent to the required sidewalk or path.**

IMPLEMENTATION.

The Georgetown Township Superintendent is responsible to implement the procedures detailed herein after the Township Board has ordered the installation of sidewalks or non-motorized paths as per this policy.

PROCEDURES.

1. When the Township Board determines that sidewalks or non-motorized paths shall be installed in an area it deems reasonably necessary in order to protect the health, safety and welfare of the residents of the Township, the installation shall be ordered in concurrence with the ordinance relative to where sidewalks shall be installed and where non-motorized paths should be installed. In any area where sidewalks are required to be installed, the Township Board, at its discretion, may order the installation of non-motorized paths.
2. The cost for the sidewalk or non-motorized path shall be paid in the following manner:

Options:

- a. *Property owners may petition for a special assessment for the project.*
- b. *Property owners may petition for a special assessment for the project with the Township to pay a percentage.*
- c. *Property owner agrees to an assessment and hires an approved contractor who bills the Township and the Township collects the assessment from the property owner over a ten year period at 6% interest.*

- d. The Township installs the sidewalk and the property owner is billed at large (everyone pays; people who install their own pay twice).*
- e. Installation shall be by the property own at the sole cost of the property owner.*
- f. If the Township needs right-of-way on the street, the determined amount of right-of-way is deeded to the Township/Ottawa County Road Commission and the Township pays for the installation.*

EFFECTIVE DATE.

This policy shall become effective on October 1, 2015.



CITY VIEW PROPOSED DRAIN AND DRAIN DISTRICT

