

AGREEMENT

THIS AGREEMENT by and between GEORGETOWN CHARTER TOWNSHIP, a municipal corporation, Ottawa County, Michigan, (hereinafter called "Georgetown"), and the CITY OF GRANDVILLE, a municipal corporation, Kent County, Michigan, (hereinafter called "Grandville").

WITNESSETH

WHEREAS, Kenowa Avenue is in part a boundary line between Grandville and Georgetown, and

WHEREAS, it is possible for the Georgetown sewer system to service a portion of the Kenowa Avenue area with sewer service, and

WHEREAS, Grandville does not presently wish to extend its sewer system to serve Grandville residents located along Kenowa Avenue, and

WHEREAS, Georgetown is willing and able to provide sewer services to Grandville residents located along a portion of Kenowa 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 Grandville are allowed to use the sewer 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 Grandville bounded by Kenowa Avenue to the west, Interstate 196 to the north and east, and the Huizenga Drain to the south (hereinafter called the "subject property"), shall have the right at any time hereafter to construct and install sewer 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 sewer laterals 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 Grandville of such application.
- B. The cost of installation of sewer mains, the cost of installation of sewer laterals, 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.
 - (2) Front foot charge for sewer main based on size of lot or parcel served or property owners may install sanitary sewer lines with approval of Georgetown at owners cost.
 - (3) Cost of installation of sewer laterals shall be at owners cost. Such installation shall be approved by Georgetown Township.
 - (4) Hookup charges or service connection fees.

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 Grandville for collection. Grandville 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 Grandville against the premises served which shall be enforceable by Grandville in the same manner as liens for special assessments under its charter and ordinances made and provided for. Grandville 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 Grandville and each user shall pay Georgetown on a regular basis at standard sewer 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 sewer services for failure to pay

such charges shall be according to the regular procedures for termination utilized by Georgetown. Whenever provision of sewer services to a Grandville user is terminated for reason of failure to pay the aforesaid charges, Georgetown shall mail documentation of such termination to Grandville for its records. Grandville will cooperate in any way possible to collect any and all unpaid sewer bills.

5. The term of this Agreement shall be for a period of ten (10) years from the date hereof, provided that Grandville 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, Grandville 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 Grandville City Clerk or Georgetown Township Clerk personally or by certified mail, return receipt requested.

7. It is agreed that in the construction of sewer laterals no "open cuts" will be made in any of the streets within the subject property without the approval or permission of Grandville, and such approval shall not be unreasonably withheld.

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

IN WITNESS WHEREOF, the parties have this 27th day of November, 1979, set their hands and seals.

CITY OF GRANDVILLE

By Marion J. Vos
Marion J. Vos, Mayor

GEORGETOWN CHARTER TOWNSHIP

By Gerald De Windt
Gerald De Windt, Supervisor