

4-21-81
Claude
your copy
H.D. Co

ALLENDALE AND GEORGETOWN
WATER AND SEWER OPERATION AND MAINTENANCE CONTRACT

THIS CONTRACT, dated as of March 2, 1981, between the COUNTY OF OTTAWA, a body corporate created under the provisions of the Michigan Constitution, acting by and through its Board of County Road Commissioners, whose address is 616 N. Sixth Street, Grand Haven, Michigan, party of the first part, hereinafter referred to as the "County," ALLENDALE CHARTER TOWNSHIP, a Michigan municipal corporation, whose address is the Township Hall, 6676 Lake Michigan Drive, Allendale, Michigan, party of the second part, hereinafter referred to as "Allendale," and GEORGETOWN CHARTER TOWNSHIP, a Michigan municipal corporation, whose address is Georgetown Township Hall, 263 Church Street, Jenison, Michigan, party of the third part, hereinafter referred to as "Georgetown."

WITNESSETH:

RECITALS: The County has acquired, on behalf of Allendale and Georgetown, a water system consisting of a metering station, water distribution mains and all necessary valves and appurtenances and a sewer system consisting of a sewer plant (presently being expanded and modernized), sewer lines and all necessary valves and appurtenances, such water and sewer systems, as they now exist and as they may be hereafter expanded or altered, being hereinafter collectively referred to as the "System." The System is located in Allendale and Georgetown Townships and is shown, as it presently exists, on Exhibit A attached hereto. From its inception, the System has been operated and maintained by the County. Effective January 1, 1981, the operation and maintenance of the System is to be assumed by Allendale. The purpose of this Contract is to specify the terms and provisions upon which Allendale will operate and maintain the System.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein contained, it is agreed by the parties hereto as follows:

1. System Operation and Maintenance. The System shall be operated and maintained by Allendale in accordance with good utility practice. The phrase "good utility practice" is defined for purposes of this Contract as those practices, methods and acts, which, in the exercise of reasonable judgment in light of the facts at the time a decision is made, can be expected to accomplish the desired result for the lowest reasonable cost consistent with reliability, safety and all applicable laws and governmental rules, regulations and orders. For purposes of this Contract, good utility practice shall include, but not be limited to, any of the practices, methods and acts engaged in or approved by a significant portion of the water supply or wastewater utility industries. Good utility practice is not intended to be limited to the optimum practice, method or act to the exclusion of all others, but rather to a number of possible practices, methods or acts. Allendale may operate and maintain the System itself or, all or in part, through contracts with third parties including, without limitation, the County. Notwithstanding the foregoing, the portion of the System which consists of the water metering station and appurtenances utilized in connection with the supply of water to

the System from the City of Grand Rapids water transmission line located adjacent to Highway M-45 shall be operated and maintained exclusively by the County. The County shall invoice Allendale periodically, no more frequently than monthly, for its charges in connection with this metering station operation and maintenance. Such invoices shall be due within thirty (30) days of their receipt by Allendale. The charges for such operation and maintenance shall be reasonable and shall be mutually agreed upon by Allendale and the County from time to time.

2. County Performance of Operation and Maintenance. As provided in paragraph 1 hereinbefore, Allendale may contract with Ottawa County or any third party for all or part of the operation and maintenance of the System. If Allendale shall elect to contract with the County for all or part of such operation and maintenance, then the charges for such operation and maintenance shall be reasonable and shall be mutually agreed upon by Allendale and the County from time to time. All invoices for such operation and maintenance shall be rendered and paid as provided in paragraph 1 above.

3. Transfer of Responsibility. To the extent that operation and maintenance functions previously performed by the County with respect to the System shall be transferred to Allendale as of the effective date of this Contract or at any later date, the County shall cooperate with Allendale to effectuate such transfer as efficiently as possible. All funds held by the County on the effective date of this Contract which it has accumulated as a result of its operation and maintenance of the System as well as all items of System equipment, parts, accessories and other tangible personal property shall be transferred, assigned and delivered to Allendale as of the effective date of this Contract. In addition, any funds received by the County from System customers after the effective date of this Contract shall be transferred to Allendale promptly after receipt.

4. Water and Sewer Rates. As of the effective date of this Contract, the rates and payment terms for water and sewer customers of the System shall be as specified in Exhibit B. Such rates and payment terms shall be established on a uniform basis for all customers of the System located in Allendale and Georgetown Townships respectively. By appropriate ordinance or resolution adopted by the Allendale Township Board, such rates and payment terms may be amended, such amended rates and payment terms to become effective, unless Georgetown appeals such rates and payment terms as is provided in paragraph 19 hereinafter, within thirty (30) days after notice of such revised rates and payment terms has been given by Allendale to Georgetown. The rates established by Allendale pursuant to this paragraph shall at all times be sufficient in amount so as to provide the funds necessary to properly defray System operation and maintenance expenses as well as all System indebtedness to be paid from rates. Allendale shall provide itself or contract with a third party for all meter reading service required to bill water and sewer customers of the System. In the event of a defective meter, the same shall be repaired or replaced by Allendale and the cost thereof shall be deemed an expense of the System. System sewer customers not connected to public water shall be billed for sewer service on such basis as Allendale shall from time to time determine by appropriate ordinance or resolution adopted by its Township Board.

5. Customer Relations. All System customers shall be treated in the same manner and Allendale shall consider, review and conclude all disputes,

disagreements or other complaints concerning water or sewer billing or water or sewer service in a uniform manner. Employees of Allendale or any third party with which it contracts with respect to water or sewer billing shall have the right to enter upon public or private property in Allendale or Georgetown Townships to perform Allendale's duties pursuant to this Contract and to read water and/or sewer meters of water and sewer customers respectively. Delinquent water or sewer customers shall be given delinquent bill notices. If payment of all delinquent charges is not made by a Georgetown customer within three (3) months from the date on which such charges first became delinquent, then Georgetown shall pay such charges to Allendale at the request of Allendale. Such payment shall constitute an automatic assignment by Allendale to Georgetown of Allendale's rights to collect such charges from the water and/or sewer customer. Allendale shall not permit any Georgetown water or sewer customer to be delinquent more than three (3) months without giving prior written notice thereof to Georgetown. To the extent permitted by law, Allendale shall, in accordance with such policies as it shall establish, terminate water and/or sewer service for customers who are delinquent in the payment of water and/or sewer charges, provided, however, that unless Georgetown shall authorize a continuation of service, Allendale shall, to the extent permitted by law, terminate the water and/or sewer service of any Georgetown water and/or sewer customer who is delinquent by more than three (3) months. In any instance where Georgetown has paid water and/or sewer charges for a System customer whose water and/or sewer service has been discontinued, such service shall not be restored to the customer until such restoration of service has been authorized by Georgetown.

6. Grant of Franchise. To the extent required by law, this Contract shall be deemed the grant of a franchise by Georgetown to Allendale, revocable at the will of Georgetown, for Allendale to operate and maintain the System within the geographical limits of Georgetown Township. In addition, Georgetown shall adopt such ordinances and resolutions as shall be reasonably necessary for Allendale to operate and maintain the System within the geographical limits of Georgetown Township.

7. Equalization. If Georgetown desires, Allendale shall add an extra charge to the water and/or sewer bills issued to Georgetown customers as Georgetown shall direct. The proceeds of such extra charge shall be remitted by Allendale to Georgetown within sixty (60) days of receipt. If Georgetown desires to equalize its water and/or sewer rates for all of its water and/or sewer customers and the rates charged Allendale for service by the System are greater than those rates charged in other areas of Georgetown, then Georgetown may equalize such rates by paying a portion of water and/or sewer charges of its customers served by the System on their behalf. Allendale may make a reasonable charge to Georgetown for its expense in accommodating such extra charge or equalization.

8. System Extensions. To the extent the System has adequate capacity, both Allendale and Georgetown shall have the right to connect to the System all water and/or sewer customers located within their respective service areas and to extend water mains and/or sewer lines within their respective service areas. The Allendale service area shall be the entire

Township; the Georgetown service area shall be Sections 31 and 32, Town 7 North, Range 16 West, Georgetown Township, Ottawa County, Michigan. Unless extensions are financed from revenues of the System as hereinafter provided, installation of water mains or sewer lines within either Allendale or Georgetown which are for the exclusive use of the township making such extension shall be at the sole expense of such township. Boundary street water mains or sewer lines or water or sewer lines for joint use shall be constructed on a cooperative basis as shall be agreed upon from time to time by Allendale and Georgetown. Plans and specifications for the installation of water mains and/or sewer lines by Georgetown must be approved by Allendale, such approval not to be withheld unreasonably. Allendale shall have thirty (30) days after such plans and specifications are filed with its township office to advise of its approval or, if the plans and specifications are not approved, of those changes which are necessary and the reasons therefor. The approval of all Michigan state agencies having supervisory responsibility for water and/or sewer systems in Michigan shall be obtained before proceeding with the construction of any water main or sewer line. If the requirements or restrictions of the State of Michigan are more restrictive than the requirements of Allendale, then the requirements and restrictions of the State of Michigan shall control.

9. Interruption and Insufficient Supply. Allendale does not guarantee continuous service during breakdown or other emergencies. In such event, the water supply or sewer services available shall be equitably prorated between System customers located in Allendale and Georgetown respectively.

10. Fire Hydrants. Allendale and Georgetown shall each have the right to use and utilize all fire hydrants located on System water mains for fires or other emergencies, whether or not such fire or other emergency shall be located within or outside the System service area. All such fire hydrants shall be repaired, maintained and replaced, as necessary, by Allendale. The cost thereof shall be part of the operating expenses of the System.

11. Reconstruction. Reconstruction, rebuilding or restoration of water mains and/or sewer lines and other water and/or sewer facilities which are part of the System shall be shared by Allendale and Georgetown on such fair and mutually agreeable basis as shall be agreed upon from time to time.

12. Connection to the System. All water and/or sewer customers who desire to connect to the System shall make application for permission to connect to Allendale. All such customers shall pay the following charges:

- (a) Trunkage Charge. Each water or sewer customer shall pay a water or sewer trunkage charge, as the case may be, as specified in Exhibits C and D respectively, based on the customer's number of residential equivalents as determined based on the table attached hereto as Exhibit E, as this table may be amended from time to time by Allendale. Such charge shall be paid in cash in advance and the revenues derived therefrom shall be an asset of the System to be used by Allendale, in its discretion, for contract payments due the County for the payment of interest and principal on certain Ottawa County

bonds sold in 1980 to finance the acquisition of new sewage treatment facilities for the System or for other System purposes. Trunkage Charges after 1991 shall be established periodically by Allendale, subject to a right by Georgetown to appeal such charges if an appeal is taken within thirty (30) days after notice of such charges has been given by Allendale to Georgetown. The provisions of this subparagraph shall not be deemed to modify the obligation of Georgetown to Allendale pursuant to their prior agreement concerning the above referenced bonds and their payment executed by Allendale on February 1, 1980 and Georgetown on March 10, 1980.

- (b) Deferred Assessment Charge. If the customer has not previously been specially assessed for the water or sewer line, and the portion of the System to which connection is to be made was not constructed at private expense, then a deferred assessment charge shall be paid by the water or sewer customer. The amount of such charge shall be established periodically by Allendale, together with terms for time payment (interest rate, number of annual installments and payment dates), all subject to a right by Georgetown to appeal such charge and/or terms for time payment if an appeal is taken within thirty (30) days after notice of such charges and terms has been given by Allendale to Georgetown. The revenues, including interest, derived from the deferred assessment charges shall be paid to Georgetown or transferred to Allendale as part of its general fund assets, as the case may be, if the portion of the System to which connection is made was constructed with a special assessment established by Georgetown or Allendale respectively. In all other cases such revenues, including interest, shall be an asset of the System to be used by Allendale for System purposes. It shall be the responsibility of Georgetown to notify Allendale in writing of all portions of the System which Georgetown has constructed with special assessment districts. To the extent Georgetown fails to do so, Allendale shall not be under an obligation to remit deferred assessment charges to Georgetown pursuant to this subparagraph.
- (c) Connection Charge. Each water or sewer customer shall pay a connection charge for the installation of the water or sewer service. Such charge shall be paid in cash or on time with such terms as Allendale shall determine. The revenues derived from connection charges shall be an asset of the System to be used by Allendale for System purposes. The connection charge shall be established periodically by Allendale, subject to a right by Georgetown to appeal such charge if an appeal is taken within thirty (30) days after notice of such charges has been given by Allendale to Georgetown.

13. Sewer Industrial Surveillance. Allendale shall provide sewer industrial surveillance as part of its operation of the wastewater treatment plant which is a part of the System. In accordance with and on the basis of those ordinances, laws, rules and regulations which are applicable, industrial surveillance personnel shall determine as to any sewer customer served by the System (1) whether pretreatment of the sewage discharged of such customer is required, (2) whether a surcharge of the sewer discharged by such customer is required, and if such a surcharge is required, the amount of such surcharge, and (3) whether such sewer customer shall be permitted to discharge into the System. Georgetown shall, when requested by industrial surveillance personnel, require its sewer system customer to comply with all requirements of those ordinances, laws, rules or regulations which are applicable including installation of pretreatment facilities, payment of surcharges, or restriction of discharge into the System. Surcharges shall be based on the cost at the sewage treatment plant to treat the sewage so as to alter the sewage to bring it into compliance with those ordinances, laws, rules and regulations which are applicable. Industrial surveillance personnel shall conduct such tests and reviews of the sewage discharged from industrial premises served by the System as are necessary to protect the System sewage treatment plant. The cost and expense of industrial surveillance, including wages of industrial surveillance personnel, shall be an expense charged to the sewage treatment plant operation and maintenance. All penalties, surcharges and other revenues received on account of industrial surveillance shall be deducted from plant operation and maintenance charges as a revenue offset. Industrial surveillance shall be undertaken as required for good utility practice and as may be required by law.

14. Service Outside the Boundaries of Allendale and Georgetown. In the discretion of Allendale or Georgetown, Allendale or Georgetown may provide water and/or sewer service to single family residential customers located in any other unit of government whose premises have frontage on a street which serves as a political boundary of Allendale or Georgetown; water and/or sewer service to customers who are not single family residential shall only be provided with the mutual consent of Allendale and Georgetown. Water and/or sewer service provided pursuant to this paragraph shall be provided on terms equivalent to those imposed on water and/or sewer customers located within Allendale or Georgetown, but shall only be for premises no further than three hundred (300') feet from the political boundary of Allendale or Georgetown, as the case may be. All such customers shall be subject to all of the same rules and regulations as provided in this Contract for customers located within the corporate boundaries of Allendale or Georgetown respectively.

15. Regulation of Sewage Discharged to the System. Allendale and Georgetown shall each be responsible for the character of the sewage discharged to the System which originates from within their respective corporate boundaries and from boundary street customers connected pursuant to paragraph 14 hereinbefore. Georgetown and Allendale each agree to prohibit by appropriate ordinance discharge into the System of sewage waste of a character or nature described on Exhibit F, as Exhibit F may be amended from time to time by Allendale. Such ordinances shall be enforced by Allendale and Georgetown, respectively, as necessary.

16. Budget. At least three (3) months prior to the commencement of each fiscal year (January 1 through December 31), Allendale shall prepare and give notice to Georgetown of the proposed operating and capital expenditure budget for the next ensuing fiscal year, such budget to be in reasonable detail. Such budget may include a reasonable sum for working capital. To the extent reasonably requested by Georgetown, Allendale shall meet and review such proposed budget with Georgetown. If Georgetown does not appeal such budget before December 1 as provided in paragraph 19 hereinafter, then such budget shall be deemed to be approved by Georgetown. The budget for the first fiscal year (January 1, 1981 - December 31, 1981) attached hereto as Exhibit G is hereby approved. The budget for any fiscal year may be amended at any time as Allendale and Georgetown mutually agree. In addition, Allendale may amend such budget on notice to Georgetown, such amendment to become effective unless Georgetown appeals such amendment, within thirty (30) days after notice thereof has been given, as is provided in paragraph 19 hereinafter.

17. Capital Improvements. All System capital expenditures included within an approved annual budget may be undertaken by Allendale as and when required in the exercise of good utility practice. No System capital expenditure shall be contracted for or undertaken, other than preparation of necessary engineering and design studies, which has not been included in the approved annual budget unless notice thereof is given to Georgetown at least thirty (30) days prior to contracting for or undertaking such capital expenditure. If Georgetown does not appeal such expenditure within such thirty (30) day time period as provided in paragraph 19 hereinafter, then such capital expenditure shall be deemed to be approved by Georgetown.

18. Financial Reports and Review. At the end of each fiscal year, Allendale shall retain the services of a certified public accountant or a firm of certified public accountants to audit the operation of the System for the fiscal year. As soon as the report prepared by such certified public accountant or firm of certified public accountants is available, Allendale shall transmit a copy thereof to Georgetown. Such audit report shall be in reasonable detail and shall be completed within six (6) months of the close of the fiscal year.

Allendale shall also prepare a quarterly operational financial report with respect to the System and shall transmit a copy thereof to Georgetown within thirty (30) days after the close of each month. In addition, Allendale shall provide Georgetown promptly with copies of any other reports and studies pertinent to the operation of the System.

All costs, charges and other amounts to be paid pursuant to this Contract shall be computed in accordance with generally accepted accounting principles and practices. Georgetown shall have the right, from time to time, during reasonable business hours and after reasonable notice, to make such inspection of the books and records of Allendale as shall be reasonably necessary for Georgetown to confirm compliance by Allendale with the terms and provisions of this Contract. In addition, Georgetown shall have the right, at its expense, to engage a certified public accountant or firm of certified public accountants to audit the operation of the System.

19. Appeal. Any action taken by Allendale pursuant to this Contract which is subject to appeal as provided herein may be appealed by Georgetown to the Appeal Committee within the time period specified herein on written notice by Georgetown to Allendale. The Appeal Committee shall consist of five (5) persons, two (2) Allendale representatives, one (1) Georgetown representative, one (1) County representative, and one (1) representative selected by the County, such representative selected by the County to be an elected official or employee of a Township located in Ottawa County which owns or operates a water and/or sewer system. Such Committee shall meet, as soon as reasonably possible, and consider the appeal of Georgetown and, as soon as reasonably possible, make a decision thereon. Such decision shall be final and binding on Allendale and Georgetown.

20. Compliance. All parties hereto shall comply at all times fully with all laws, ordinances, rules or regulations of any federal, state or other governmental agency having jurisdiction with respect to the System.

21. Insurance. As part of the operational cost of the System, Allendale shall insure the System against such risks as are customarily insured against by governmental agencies operating similar utilities. Such insurance shall name Allendale, Georgetown and the County as insureds as their interests may appear provided, however, that all claims on such insurance may be adjusted by Allendale only with the insurer, subject to the approval of Georgetown and the County. All insurance proceeds payable for loss or damage to the System shall be paid to the County, Allendale and Georgetown as their interests appear. Allendale shall continuously carry general liability insurance with respect to its operation and maintenance of the System in such amounts as it shall determine reasonable.

22. Review of Contract. The provisions of this Contract shall be subject to periodic review upon the request of any party hereto to determine whether any amendment or revision is required therein, in the interest of justice or to carry out the intention of the parties.

23. Term of Contract. This Contract shall continue for as long as a water supply system and/or sewage disposal system is operated and maintained as part of the System.

24. Effective Date. This Contract shall be effective as of January 1, 1981.

25. Miscellaneous. This Contract may not be assigned. This Contract shall inure to the benefit of and be binding on the parties hereto and their successors. All the representations, agreements and covenants herein contained shall survive the execution of this Contract. Unless otherwise specified, all notices, statements, bills or other documents required or permitted hereunder shall be in writing and may be transmitted by personal delivery or by certified or regular mail addressed to the respective parties at their addresses stated on page 1 of this Contract or such other address or addresses as may be specified from time to time. This Contract may be amended by unanimous consent of all parties hereto, and if so, such amendment shall be in writing and signed by all parties. The captions in this Contract are for convenience only and shall not be considered as part of this Contract or in

any way amplifying or modifying the terms or provisions hereof. This Contract may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. It shall only be necessary to produce one counterpart of this Contract in order to enforce the same. This Contract shall be construed, governed and controlled by the laws of the State of Michigan. This Contract represents the entire understanding and agreement between the parties hereto. All exhibits attached hereto are incorporated herein by reference as though fully stated herein. All prior understandings and agreements are specifically merged herein.

IN WITNESS WHEREOF, the County of Ottawa has executed this Contract on the 17th day of April, 1981.

Witnessed as to both signatures:

Joanne Neville
Michael C. Mlato

COUNTY OF OTTAWA
BOARD OF COUNTY ROAD COMMISSIONERS

By Murray J. DeWitt
Its Chairman
By Paul V. Gungora
Its Secretary

IN WITNESS WHEREOF, Allendale Charter Township has executed this Contract on the 3rd day of March, 1981.

Witnessed as to both signatures:

Timothy V. Henderson
Stephen H. Evens

ALLENDALE CHARTER TOWNSHIP

By Roger Rycenga
Its Supervisor
By Albert Sall
Its Clerk

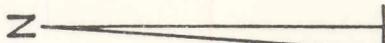
IN WITNESS WHEREOF, Georgetown Charter Township has executed this Contract on the 17th day of March, 1981.

Witnessed as to both signatures:

Howard Feyer
Henry De Vries

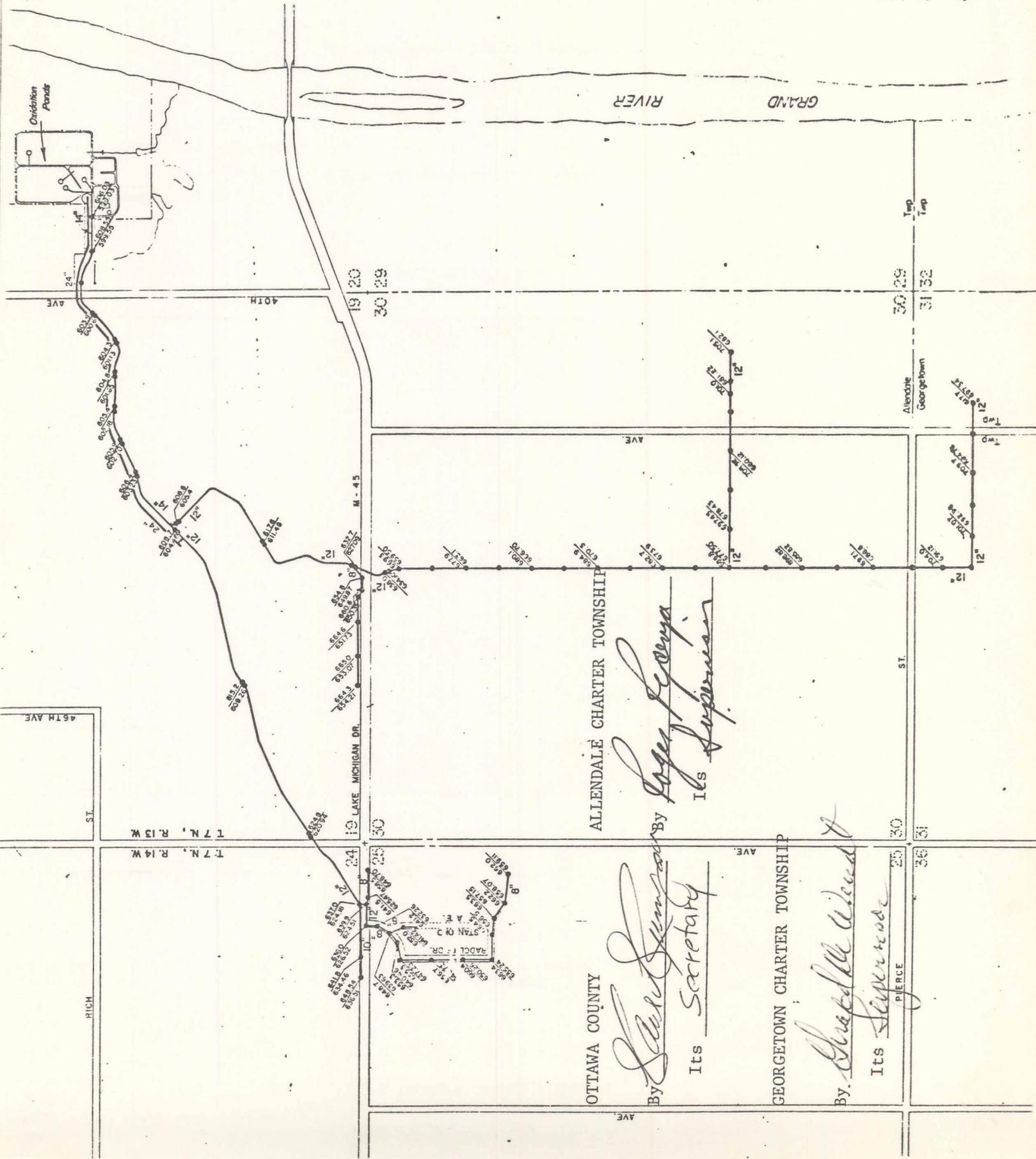
GEORGETOWN CHARTER TOWNSHIP

By Harold Wilmet
Its Supervisor
By H. Jack Hayes
Its Clerk



SCALE 1" = 600'

- LEGEND**
- Manhole
 - Clean or
 - Fence II
 - Section
 - Sanitary
 - Ground
 - Invert e



OTTAWA COUNTY

By *Stan Simpson*
 Its Secretary

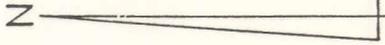
ALLEDALE CHARTER TOWNSHIP

By *Roger Lyons*
 Its Supervisor

GEORGETOWN CHARTER TOWNSHIP

By *Charles Wood*
 Its Supervisor

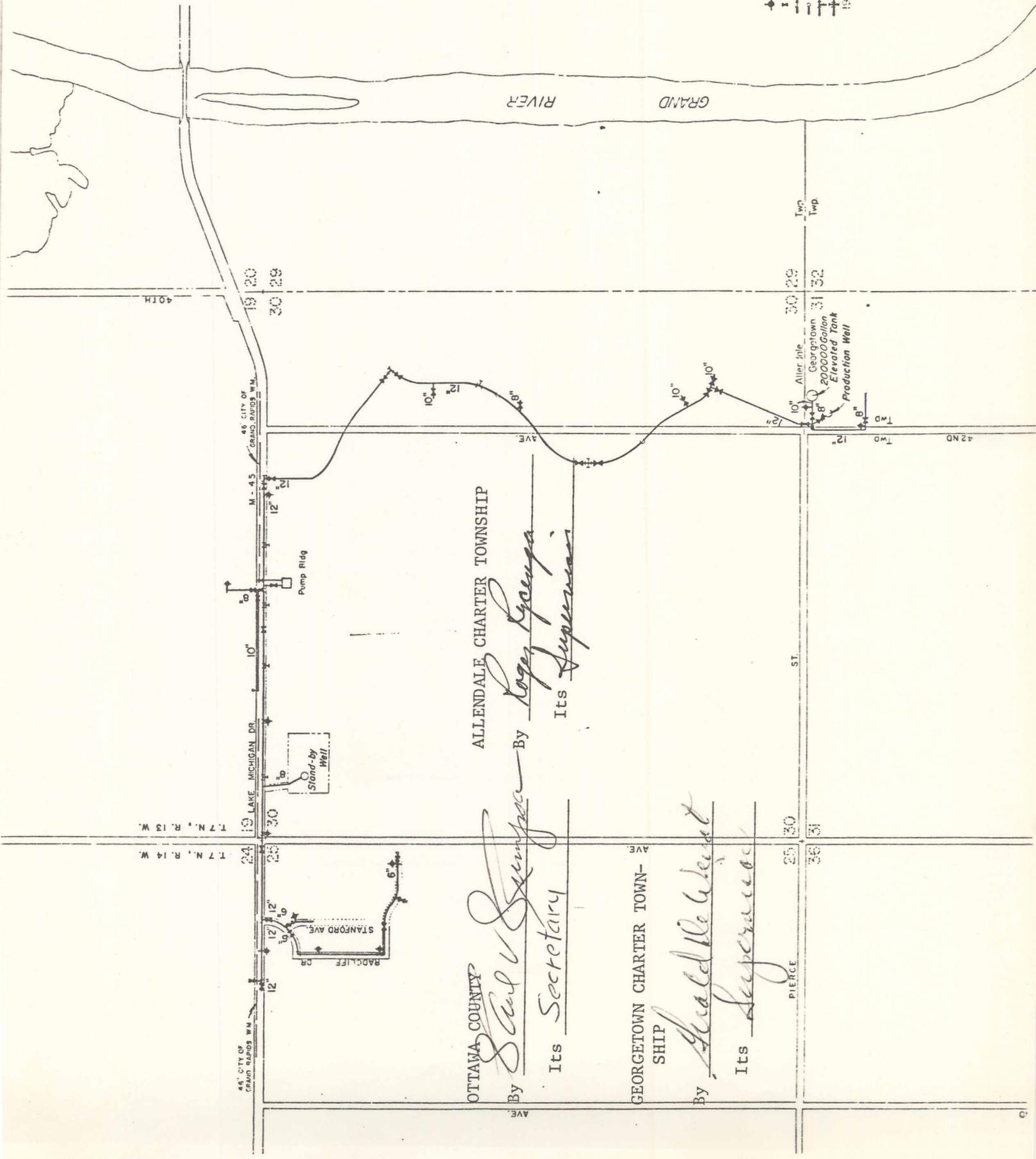
PIERCE



SCALE 1" = 600'

LEGEND

- Hydrant
- Gate valve
- Air vacuum rel
- Blow off
- Tree
- Cross
- Section number



40TH

19 20
30 29

45' CITY OF GRAND RAPIDS W.M.

M - 45

12"

10"

12"

12"

12"

12"

12"

12"

Pump Rldg

Stand-by Well

STANFORD AVE

RADCLIFF DR

ALLENDALE CHARTER TOWNSHIP

OTTAWA COUNTY

By *Roger Spang*
Its *Superintendent*

By *Paul V. Spang*
Its *Secretary*

GEORGETOWN CHARTER TOWNSHIP

SHIP

By *Donald H. Groat*
Its *Superintendent*

1wp

30 29

10"

10"

10"

10"

10"

10"

10"

10"

10"

10"

10"

10"

10"

Aller gate

Georgetown

20000 gallon

Elevated Tank

Production Well

12"

12"

12"

31 32

12"

12"

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EXHIBIT B

A. Water

1. Commodity Charge: \$.084 per thousand gallons.

B. Sewer

1. Commodity Charge: \$1.59 per thousand gallons.

2. Minimum Charge (per quarter): \$3.43

3. Surcharges:

a. BOD (in excess of 200 mg/l) - \$0.22 per excess pound

b. Total Suspended Solids
(in excess of 250 mg/l) \$0.17 per excess pound

c. Total Phosphorus
(in excess of 10 mg/l) \$1.73 per excess pound

OTTAWA COUNTY

By *Paul Kumpson*
Its Secretary

ALLENDALE CHARTER TOWNSHIP

By *Roger Nyenga*
Its Supervisor

GEORGETOWN CHARTER TOWNSHIP

By *Chaele Wudt*
Its Supervisor

EXHIBIT C

<u>Year</u>	<u>Sewer Trunkage Rate Per Residential Equivalent</u>
1982	\$ 650
1983	700
1984	750
1985	800
1986	850
1987	900
1988	950
1989	1,000
1990	1,050
1991	1,100

OTTAWA COUNTY

By *David Gungua*
Its Secretary

ALLENDALE CHARTER TOWNSHIP

By *Roger Rycenga*
Its Supervisor

GEORGETOWN CHARTER TOWNSHIP

By *Gerard DeWent*
Its Supervisor

EXHIBIT D

<u>Year</u>	<u>Water Trunkage Rate Per Residential Equivalent</u>
1982	\$200
1983	210
1984	220
1985	230
1986	240
1987	250
1988	260
1989	270
1990	280
1991	290

OTTAWA COUNTY

By *Paul Simpson*
Its Secretary

ALLENDALE CHARTER TOWNSHIP

By *Roger Spencer*
Its Supervisor

GEORGETOWN CHARTER TOWNSHIP

By *Harold W. Wundt*
Its Supervisor

EXHIBIT E

<u>User</u>	<u>Residential Equivalent</u>
Auto Dealer - Sales and/or Service	1.00/premise + 0.40/1000 sq. ft.
Bakery	1.25/1000 sq. ft.
Bank	1.00/1000 sq. ft.
Bar	3.00/1000 sq. ft.
Barber Shop	1.00/shop + 0.10/chair
Beauty Shop	1.00/shop + 0.10/booth
Boarding House, Boarding School, Dormitory, Fraternity or Sorority House, etc.	1.00/premise + 0.25/bedroom
Bowling Alley (with bar)	0.16/alley (bar to be computed at its respective residential equivalent)
Car Wash	2.50-10.00/single production line
Church	0.20/1000 sq. ft.
Cleaners (pick-up only)	1.00/shop
Cleaners (pressing facilities)	1.25/press
Convalescent Home	0.22/bed
Day Care Center	1.00/premise + 0.25/1000 sq. ft.
Drug Store, Dime Store (with fountain service)	1.00/1000 sq. ft.
Factory (exclusive of excess indus- trial use)	0.50/1000 sq. ft.
Fraternal Organization (with bar)	1.00/hall (bar to be computed at its respective residential equivalent)
Funeral Home	1.42/1000 sq. ft.
Hospital	1.10/bed
Hotel, Motel, Rooming House (without meals)	0.25/bed
Laundry (self-serve)	0.54/washer
Marina	0.10/slip
Mobile Home, Trailer Park	1.00/unit
Multiple Family Residence	1.00/unit over 600 sq. ft. 0.50/unit under 600 sq. ft.
Office Building (general)	0.40/1000 sq. ft.
Office Building (medical, dental, clinic, etc.)	1.42/1000 sq. ft.
Post Office	1.00/1000 sq. ft.
Public Institute	0.75/1000 sq. ft.
Restaurant (with bar)	2.50/1000 sq. ft. (bar to be computed at its respective residential equivalent)
Retail Store	1.00/premise + 0.30/1000 sq. ft.
School (with swimming pool)	1.00/classroom (pool to be computed at its respective residential equivalent)
Service Station and Repair Area	0.25/pump + 0.40/1000 sq. ft.
Single Family Residence	1.00/unit
Snack Bar, Drive-in	4.00/1000 sq. ft.
Supermarket, Grocery Store	1.10/1000 sq. ft.
Swimming Pool	2.85/1000 sq. ft.
Theater - Drive-in	0.25/1000 sq. ft.

Theater - Indoor	1.00/theater
Travel Trailer Parks and Campgrounds	0.20/site with sewer; 0.15/site w/out sewer
Two-Family Residence	1.00/unit
Utility Sub-Station	0.10/1000 sq. ft.
Warehouse or Storage Building	0.10/1000 sq. ft.
Waste Disposal Station	2.00/station

The minimum residential equivalent is 1.00.

OTTAWA COUNTY

By *Paul Keenan*
Its Secretary

ALLENDALE CHARTER TOWNSHIP

By *Roger Feys*
Its Supervisor

GEORGETOWN CHARTER TOWNSHIP

By *Shirley Wheat*
Its Supervisor

EXHIBIT F

Those sewage wastes prohibited from discharge by paragraph 15 of this Agreement are as follows:

- (1) Chlorine demand in excess of 15 mg/l.
- (2) Color (as from, but not limited to, dyés, inks or vegetable tanning solutions) shall be controlled to prevent light absorbancy which would interfere with treatment plant processes or that prevent analytical determinations.
- (3) Explosive liquid, solid or gas, gasoline, benzene, naptha, fuel oil or other flammable waste.
- (4) Garbage not properly shredded (no particle size greater than 1/2 inch).
- (5) Grease, oil, wax or fat, whether emulsified or not, in excess of 50 mg/l, or other substances which may solidify or become viscous at temperatures between 32 degrees F. and 150 degrees F.
- (6) Wastes which contain the following substances in concentrations exceeding limitations set forth by State or Federal agencies to protect the sewage works or receiving waters, to minimize deleterious concentrations in sludges, and/or to comply with NPDES Permit limitations:

Arsenic
Cyanide
Cadmium
Hexavalent Chromium
Total Chromium
Copper
Iron
Nickel
Lead
Mercury
Phenols
Zinc

Or any other compounds or substances in quantities which impair the operation or maintenance of the System or which are prohibited by State or Federal Regulations.

- (7) Inert suspended solids (such as, but not limited to, Fullers earth, lime slurries, and lime residues) or dissolved solids (such as, but not limited to, sodium chloride and sodium sulfate) in unusual concentrations.
- (8) Insoluble, solid or viscous substances (such as, but not limited to, ashes, cinders, sand, mud, straw, shavings, metal, glass, tar, feathers, plastics, wood, hair, fleshings, etc.).

- (9) Noxious or malodorous gas (such as, but not limited to, hydrogen sulfide, sulphur dioxide, or oxides of nitrogen) and other substances capable of public nuisance.
- (10) pH less than 6.5 and greater than 9.5.
- (11) Radioactive wastes or isotopes of such half-life or concentration which may exceed limits established by applicable state and federal regulations.
- (12) Temperature of wastes less than 32 degrees F. and greater than 150 degrees F.
- (13) Water or wastes containing substances which are not amenable to treatment or reduction by the sewage treatment processes employed, or are amenable to treatment to only such degree that the sewage treatment plant effluent cannot meet the requirements of other agencies having jurisdiction over discharge to the receiving waters.
- (14) Discharges that would result in excess foaming during the treatment process. Excess foaming is any foam which, in the opinion of the Manager, is a nuisance in the treatment process.

All words used herein which are defined in the Allendale Charter Township Sewer Use Ordinance, Ordinance No. 25.000, shall have the same meaning as specified in said Ordinance.

OTTAWA COUNTY

By *Paul Gungor*
 Its Secretary

ALLENDALE CHARTER TOWNSHIP

By *Roger Spence*
 Its Supervisor

GEORGETOWN CHARTER TOWNSHIP

By *Gerald W. Wood*
 Its Supervisor