

10/27/89

Georgetown Charter Township

AGREEMENT

THIS AGREEMENT made and executed as of this 1st day of Nov, 1989 (hereinafter referred to as the "Agreement"), by and between the City of Grand Rapids, Kent County, Michigan, a Michigan municipal corporation (hereinafter referred to as the "City"), the County of Ottawa, Michigan, organized and existing under the constitution and laws of the State of Michigan, acting by and through its Board of County Road Commissioners (hereinafter referred to as the "County"), and Georgetown Charter Township, Ottawa County, Michigan, a Michigan charter township (hereinafter referred to as the "Township").

WHEREAS, the City owns and operates a public water supply, treatment and distribution system which supplies water to users within portions of Kent and Ottawa Counties, Michigan; and

WHEREAS, the County, pursuant to Act 342 of the Public Acts of Michigan of 1939, as amended, has designated the Board of County Road Commissioners of the County as the agency of the County responsible for establishing, maintaining and operating a County-wide system or systems of water and sewer improvements; and

WHEREAS, the City desires to construct certain improvements to the System including a new 60-inch transmission main which will transverse the County; and

WHEREAS, the County is desirous of obtaining the right to purchase additional water from the City on a wholesale, bulk basis to supply users in an expanded service area including Users within all or a portion of the Township; and

WHEREAS, the City and County have contemporaneously entered into a Water Supply Agreement made and executed as of Nov 1, 1989 (hereinafter referred to as the "City/County Agreement"), wherein, among other things, the terms and conditions under which (i) the 1989 Improvements to be located in the County will be constructed and (ii) additional water will be supplied to the County, are described; and

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WHEREAS, although the Township is not a party to the City/County Agreement, some of the terms and conditions contained therein are applicable to it and it is necessary that these terms and conditions be accepted and agreed upon by the Township; and

WHEREAS, the City desires to obtain the consent of the Township to use certain street rights-of-way in the County for the 1989 Improvements.

NOW, THEREFORE, in consideration of the respective representations and agreements contained herein and in the City/County Agreement, the parties hereto agree as follows:

Section 1. Definitions. Terms used herein, both in the recitals and in text of this Agreement, that are defined in Section 1 of the City/County Agreement, shall have the same meaning herein unless the context thereof shall indicate another or different meaning.

Section 2. Agreement as to Terms and Conditions. The Township acknowledges receipt of a copy of the City/County Agreement and that the County has entered into the City/County Agreement for and on its behalf and also on behalf of the other Municipalities located wholly or partially within the Service Area. The Township, in consideration of the City's agreement in the City/County Agreement to provide additional water to serve Users in the Service Area, including Users within the Township, and in consideration of other benefits provided to the Township by the City/County Agreement, hereby consents to and agrees to be bound by those terms and conditions contained therein, as they may be amended from time to time, which apply to the Township, including specifically, but without limitation, Sections 2, 11, 13, 15, and 20; copies of these Sections are attached to this Agreement as Exhibit A. The City and the County shall at all times have the right to amend the City/County Agreement as they see fit without the prior approval or consent of the Township.

Section 3. Indemnification. In all instances in the City/County Agreement where the County has assumed responsibility for or agreed to indemnify the City for any act, omission, event or circumstance which is within the control, jurisdiction or responsibility of the Township, the Township agrees to defend, indemnify and hold harmless the County, the Board of County Road Commissioners

and their respective officers, boards, employees and agents from any and all liability or responsibility arising on account of such act, omission, event or circumstance.

Section 4. Township Consent. The Township hereby grants its consent to the City, without cost (except for customary rights-of-way permit fees, including engineering and inspection established in accordance with Township policies and procedures), for the construction, operation, maintenance, repair, reconstruction, inspection, replacement, improvement and removal of pipelines and related appurtenances for the Fillmore Street Transmission Main under and in those portions of the streets described in the next sentence that are located within the geographical boundaries of the Township. The streets referred to in the preceding sentence are described as Lakeshore Drive from Lake Michigan Drive to Hiawatha Drive, Hiawatha Drive from Lakeshore Drive to Fillmore Street, Fillmore Street from Hiawatha Drive to Cottonwood Street, Cottonwood Street from Fillmore Street to Taylor Street, Taylor Street from Cottonwood Street to Tenth Avenue, Tenth Avenue from Taylor Street to its north termination, a public easement from the north termination of Tenth Avenue to the west termination of Burton Street and Burton Street from its west termination to Kenowa Avenue.

This consent shall not apply to any enlargement of such pipelines or any further extension of the System. In connection with this consent, the Township hereby further consents to the removal by the City of any trees located within the above described streets as are necessary to perform those activities permitted in the first sentence of this Section 4.

Section 5. Conditions of Township Consent. In consideration for the consent granted by the Township to the City in Section 4 hereof, the City agrees:

(a) To rebuild and reconstruct the streets described in Section 4 above that are located within the geographical boundaries of the Township in accordance with and as specified in the Plans and Specifications (the "Plans and Specifications") for the City of Grand Rapids Lake Michigan Transmission Main, Contracts 1-6 and A, B, and C, dated August 1, 1989, and approved by the County on August 24, 1989. However, it shall be the responsibility of the County or Township to obtain any necessary approvals for (i) removal of trees which do not otherwise require removal for construction of the Fillmore Street

Transmission Main and (ii) use of adjacent property for grading and tree removal not otherwise required for construction of the Fillmore Street Transmission Main. If such necessary approvals are not obtained, the City's obligation will only be to restore the affected portion of the street surface back to as good or better condition as existed prior to commencement of construction.

In completing such rebuilding and reconstruction of the streets described in Section 4 above as specified by the Plans and Specifications, the City's contractor shall first use all available sand derived from the work specified in the contractor's contract with the City for the Fillmore Street Transmission Main to establish the required street grade. If the total available sand from this work is insufficient to establish the required road grade, the City shall not be required to purchase at its cost any additional sand and, in this circumstance, the County shall have the option to adjust the proposed road grade or purchase additional sand at its cost as necessary to establish the road grade specified in the Plans and Specifications.

Where the road surface was paved prior to construction of the Fillmore Street Transmission Main, the City will repave the road surface to as good or better condition as existed prior to construction, all as is described and specified in the Plans and Specifications;

The Plans and Specifications provide for the paving of all the streets referenced in Section 4 above which are not now paved. The City shall procure bids for the paving of all such streets and shall advise the County in writing of the paving cost in such detail as the County shall reasonably request. The County shall then advise the City in writing within a reasonable time as to what portions of the streets described in Section 4 above, that are not already paved, that the County wishes to have paved as part of the 1989 Improvements project. If the County does not direct the City to complete the paving of a street described in Section 4 above, then the City shall delete the paving from the applicable construction contract for the 1989 Improvements. When any contract for the Fillmore Street Transmission Main is complete and the work has been accepted by the City, the City shall invoice the County for the cost of paving those streets specified in Section 4 above which are not now paved. This invoice shall itemize the paving included in the invoice and shall be in such further detail as the County shall reasonably request. The County shall have sixty (60)

days within which to pay this invoice. The City shall indemnify and hold the County and the Township harmless from any liability to the contractors completing the street paving for the cost of the paving work.

The City shall assign to the County all warranties, guaranties and other rights which the City may have with respect to the contractors completing the rebuilding, reconstruction, restoration and/or paving of the streets described in Section 4 above. The City shall take such steps as are necessary to prevent its contractors from operating trucks or other equipment on streets rebuilt, reconstructed, restored and/or paved as part of the 1989 Improvements in such a manner so as to damage such streets;

(b) To restore all existing structures and/or improvements including, without limitation, driveways and culverts, but excluding trees and shrubs, lying in the street right-of-way to as good condition as before construction of the 1989 Improvements took place;

(c) To construct and install a sanitary sewer line (the "Sewer Line") on behalf of the Township in Fillmore Street from 28th Avenue to Cottonwood Street, Cottonwood Street from Fillmore Street to Taylor Street, and Taylor Street from Cottonwood Street to Tenth Avenue. The construction and installation of the Sewer Line shall be in accordance with the following described documents: Standard Specifications of Meyers, Bueche and Nies, Inc. Section 02722 Sanitary Sewer Collection System and Section 0221 Excavation and Backfill for Underground Utilities. When the work on the Fillmore Street Transmission Main contract that includes the Sewer Line is complete and the work has been accepted by the City and Township, the acceptance by the City and Township not to be unreasonably delayed or withheld, the City shall invoice the Township in the amount of \$373,527.00 for the Sewer Line, provided, however, that this amount shall be adjusted to take account of any change order accepted by both the City and the Township. The Township shall have sixty (60) days within which to pay this invoice. The City shall indemnify and hold the County and the Township harmless from any liability to the contractor completing the Sewer Line construction and installation for the cost of the Sewer Line and also from any costs for engineering and surveying for the Sewer Line. The City shall also provide the Township, within a reasonable time after the Fillmore Street Transmission Main and the Sewer Line are complete and accepted by the City, with copies of "as

built" drawings for the portion of the Fillmore Street Transmission Main located in the Township and for the Sewer Line.

(d) To defend, indemnify and hold harmless the Township and its officers, board, employees and agents from and against any and all claims, damages, demands, expenses, liabilities and losses of any character or nature whatsoever (specifically including dewatering) arising out of or resulting from the construction, operation, maintenance, repair, reconstruction, inspection and replacement of the pipeline, pumping station and other related facilities which are a part of the 1989 Improvements, and also all street restoration and improvements and the Sewer Line, provided, however, the City shall not be responsible for claims or losses arising out of or related to operation, repairs, maintenance, inspection, reconstruction or replacement of any streets or the Sewer Line made by the Township or which the Township fails to make, after the City invoices the County for street restoration and improvements and construction of the Sewer Line as provided in this Agreement, or, in the event of street restoration and improvements for which the City will not be invoicing the County (e.g., streets or portions of streets which the Township has elected not to pave), up to the date the contractor performing such restoration and improvements delivers an invoice for payment of such work to the City, unless such claims or losses are caused in whole or in part by the negligent or improper restoration or construction performed by or on behalf of the City prior to the date of such billing. With respect to this indemnification obligation, if such claim, damage, demand, expense, liability or loss is caused in whole or in part by the acts or omissions of any of the indemnified parties, then the City's indemnification obligation shall be reduced in proportion to the indemnified party's percentage of responsibility for the claim, damage, demand, expense, liability or loss. The indemnification obligations provided above shall include the payment of all reasonable attorneys' fees and other expenses of defense. The City shall have the option to settle any such claim, demand or liability on such terms as it shall determine. In providing the indemnification set forth above, the City is not waiving any defenses otherwise available to it by law, provided such defenses are also available to and asserted by the City for the benefit of the Township. The City shall not be responsible for the indemnification obligations set forth above with respect to any indemnified party to the extent that that indemnified party has waived a defense that was otherwise available to it by law; and

(e) To maintain all of the insurance specified in Section 18 of the City/County Agreement and to name the Township, its board, employees and agents as additional insureds on all of such insurance.

(f) To replace wells and provide temporary water for lands and premises in the vicinity of the pipeline, pumping station and other related facilities which are a part of the 1989 Improvements in those circumstances and on the terms specified in the City letter attached to this Agreement as Exhibit B.

Section 6. Fire Hydrants. Fire Hydrants shall be located on the Fillmore Street Transmission Main as is provided in Section 16 of the City/County Agreement. The Township agrees to reimburse the County in full for the charges billed to the County by the City for the maintenance of these fire hydrants. Where a fire hydrant is located on an east/west boundary street, the Township shall be billed and shall reimburse the County for one-half (1/2) of such fire hydrant charges except that if the fire hydrant is also located on a north/south boundary street, the Township shall be billed and shall reimburse the County for one-fourth (1/4) of such fire hydrant charges.

Section 7. Term. This Agreement shall have an initial term which shall be the same as the initial term of the City/County Agreement. This Agreement shall be extended automatically upon the extension of the City/County Agreement for the same extended term as the City/County Agreement. If this Agreement expires because of the refusal of the City to agree to a renewal of the City/County Agreement on the same terms and provisions or other terms and provisions mutually agreeable to the City and the County, then notwithstanding any other term or provision of this Agreement to the contrary, the parties agree that the consent for right-of-way use granted by the Township in Section 4 hereof shall expire automatically as of the expiration of this Agreement. The City shall render the Fillmore Street Transmission Main inoperative on the date such consent expires.

Section 8. Effective Date. This Agreement shall become effective at the same time and in the same manner as the City/County Agreement.

Section 9. Governing Law. This Agreement shall be construed in all respects in accordance with the laws of the State.

IN WITNESS WHEREOF, the City, County and Township have caused these

Section 10. Binding Effect. The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective successors and assigns of the parties hereto.

Section 11. Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 12. Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

Section 13. Entire Agreement. This Agreement constitutes the entire agreement between the parties concerning its subject matter except for a letter dated September 7, 1989, from the County to the City of Coopersville and the City/County Agreement. This Agreement shall have no effect by way of revocation, amendment or otherwise on any existing agreement between the County and the City, except to the extent expressly provided herein or in the City/County Agreement.

Section 14. Amendments. This Agreement may not be amended, changed, modified, altered, assigned or terminated without the written consent of the parties hereto.

Section 15. Assignment. This Agreement and all rights and obligations hereto shall not be assignable unless all parties agree in writing to such assignment.

Section 16. Waiver. The waiver by any party hereto of a breach or violation of any provision of this Agreement shall not be a waiver of any subsequent breach of the same or any other provision of this Agreement.

Section 17. Parties. This Agreement shall be enforceable only by the parties hereto and their successors in interest by virtue of an assignment which is not prohibited under the terms of this Agreement and no other person shall have the right to enforce any provisions contained herein.

10/27/89

IN WITNESS WHEREOF, the City, County and Township have caused these presents to be signed by each of their respective duly authorized officers, all as of the day and year first written above.

CITY OF GRAND RAPIDS
"City"

Jane Magnant

By: Gerald R. Helmholdt
Gerald R. Helmholdt, Mayor

Attest:

Barbara Ellison

Raymond F. Boos, Deputy
to Sandra L. Wright, City Clerk

COUNTY OF OTTAWA BY ITS BOARD OF COUNTY
ROAD COMMISSIONERS
"County"

John R. Walcott

By: John R. Walcott
Chairperson

Carol Ann Redron

By: Judith A. Shultz
Member

By: Jay Dan O'Brien
Member

GEORGETOWN CHARTER TOWNSHIP
"Township"

Henry S. Orie

By: Henry S. Orie
Its Supervisor

Sandra L. Vanderberg
Sandra Vanderberg

By: Judy Brown
Its Township Clerk
Deputy

AFFIX
Mayor's Signature

M\186

Stanley Bakita 2/12/90
Dept. of Law

Exhibit A

Pursuant to the terms and conditions of the Agreement, the
Section 2. Sale and Purchase of Water. The City and County agree that the City shall be the exclusive public water supplier within the Exclusive Service Area. The County shall have the exclusive right to supply water to Users in the Service Area and the City shall not sell water directly to any public body, User, or other party within the Service Area. Provided there is a sufficient supply of water available pursuant to this Agreement to meet demand, the County shall purchase water only from the City to supply Users within the Exclusive Service Area and shall not construct, own or operate its own public water supply and treatment system to serve Users within the Exclusive Service Area without the prior written approval of the City. Provided there is a sufficient supply of water available pursuant to this Agreement to meet demand, the County shall prohibit the Municipalities from obtaining water from another source for use by Users within the Exclusive Service Area without prior written approval of the City. However, if the City does not supply water to the County for sale and distribution to the Municipalities and their Users in sufficient quantity to meet demand, then the preceding provisions of this Section 2 providing that the City is to be the sole public water supplier in the Exclusive Service Area shall not apply and the County and the Municipalities, acting separately and/or jointly, shall have the right to construct, own and operate their own public water supply and treatment system(s) to serve Users or to purchase water from any third-party supplier, including one or more of the Municipalities.

Pursuant to the terms and conditions of this Agreement, the City agrees to sell water supplied by the System to the County, upon request of the County, to be used by Users within the Non-Exclusive Service Area. Once a User in the Non-Exclusive Service Area connects to a County or Municipality water main that is supplied water by the System, that User plus an area adjacent to such User as identified by the County to the City as an area to be included in the Exclusive Service Area, shall become a part of the Exclusive Service Area and the provisions of the preceding paragraph of this Section 2 shall apply.

The County shall not supply and shall assure that the Municipalities do not supply water supplied pursuant to this Agreement to Users outside the Service Area, except on Service Area boundary streets to serve buildings or structures any portions of which are located within 330 feet of the center of the boundary street.

Section 11. County and City Responsibility for Water Service. In order to supply water to Users within the Service Area, the County shall be responsible, at its cost and/or the cost of the Municipalities, for constructing or causing the construction of all necessary transmission mains, pumping stations and local distribution lines, as well as all costs for distribution, maintenance and collection of rates from Users within the Service Area. The County and/or Municipalities shall further be responsible for the maintenance of water quality and purity at all

points at and beyond the Connection Points. The County agrees, at its expense, to defend, indemnify and hold harmless the City, its commission, officers, employees and agents from and against any and all claims, damages, demands, expenses, liabilities and losses of any character or nature whatsoever arising out of or resulting from impure or substandard water emanating at or beyond the Connection Points, provided that if such impure or substandard water is caused in whole or in part by the acts or omissions of any of the indemnified parties, then the County's indemnification obligation shall be reduced in proportion to the indemnified party's percentage of responsibility for such impure or substandard water. In addition, the County agrees, at its expense, to defend, indemnify and hold harmless the City, its commission, officers, employees and agents from and against any and all claims, damages, demands, expenses, liabilities and losses of any character or nature whatsoever arising out of or resulting from the lack of water quantity, pressure and/or discontinuance of water service at or beyond the Connection Points, but only if such lack of water quantity or pressure and/or discontinuance of water service is not caused in whole or in part by the acts or omissions of any indemnified party in operating the System or by reason of force majeure. The indemnification obligations provided above shall include the payment of reasonable attorneys' fees and other expenses of defense. The County shall have the option to settle any such claim, demand or liability on such terms as it shall determine. In providing the indemnification set forth above, the

County is not waiving any defenses otherwise available to it by law.

The City agrees, at its expense, to defend, indemnify and hold harmless the County, the Board of County Road Commissioners, the Municipalities and their respective boards, officers, employees and agents from and against any and all claims, damages, demands, expenses, liabilities and losses of any character or nature whatsoever arising out of or resulting from impure or substandard water emanating from the System before the Connection Points or from any other wholesale City water customer provided, that if such impure or substandard water is caused in whole or in part by the acts or omissions of any of the indemnified parties, then the City's indemnification obligation shall be reduced in proportion to the indemnified party's percentage of responsibility for such impure or substandard water. In addition, the City agrees, at its expense, to defend, indemnify and hold harmless the County, the Board of County Road Commissioners, the Municipalities and their respective boards, officers, employees and agents from and against any and all claims, damages, demands, expenses, liabilities and losses of any character or nature whatsoever arising out of or resulting from the lack of water quantity, pressure and/or discontinuance of water service before the Connection Points, but only if such lack of water quantity, pressure and/or discontinuance of water service before the Connection Points is not caused in whole or in part by the acts or omissions of any indemnified party or by reason of force majeure. The indemnification obligations provided above shall include the

payment of reasonable attorneys' fees and other expenses of defense. The City shall have the option to settle any such claim, demand or liability on such terms as it shall determine. In providing the indemnification set forth above, the City is not waiving any defenses otherwise available to it by law.

Section 13. Prevention of Mixing and Mingling of Water. The County shall not, without the prior written approval of the City, such approval not to be unreasonably withheld or delayed, permit water supplied by the City to be mixed or mingled with water from any other source. The County or the Municipalities may, however, without obtaining the consent specified in the first sentence of this Section 13, use or cause the use of any wells owned by the County or any of the Municipalities and in existence and serving Users of a portion of the Service Area prior to the time such Users began receiving water from the System, to supply Users in the Service Area, if the City does not supply water to such Users in sufficient quantity to meet demand for any reason, including, without limitation, failure or malfunction of the System, lack of pressure, or lack of adequate withdrawal rate pursuant to Section 5 hereof. To ensure a continuing quality of water from such wells, the County and the Municipalities are authorized to operate or cause the operation of such wells as often as necessary for such minimum period as shall be necessary to maintain such wells in usable condition. By mutual agreement between the parties, the County may operate or cause the operation of such wells in circumstances other than specified above.

The County shall guard and shall cause the Municipalities to guard carefully against all forms of contamination and, should contamination occur at any time, the County and Municipalities affected shall take all reasonable measures necessary to abate the condition. The County shall promptly inform the City of any contamination problem and the measures being taken to correct the problem and shall promptly take with the Municipalities affected such measures as are reasonably necessary to correct the problem.

The City shall guard and shall cause its other wholesale water customers to guard carefully against all forms of contamination and, should contamination occur at any time, the City and its other wholesale water customers affected shall take all reasonable measures necessary to abate the condition. The City shall promptly inform the County of any contamination problem and the measures being taken to correct the problem and shall promptly take with its other wholesale customers affected such measures as are reasonably necessary to correct the problem.

Section 15. Emergency Discontinuance and Restriction of Water Use. The City shall make every reasonable effort to provide a continuous steady supply of water at each Connection Point, but reserves the right to discontinue temporarily the supply of water at any Connection Point (i) without notice in times of emergency or (ii) whenever it shall, upon its own determination and after not less than 48 hours' notice to the County, find it necessary for purposes of testing, repairing or replacing the System. In the event the supply of water is discontinued temporarily, the

supply of water that is available shall be pro rated to the County in proportion to its usage during the last calendar year to the total System Usage during the same period. In the event of such discontinuance, the County agrees that it shall not hold the City responsible for any damages or injuries which may result to the County because of such temporary discontinuance. The County waives and shall require the Municipalities to waive any and all claims for damages resulting from such discontinuance of service. The County agrees, at its expense, to defend, indemnify and hold harmless the City, its commission, officers, employees and agents from and against any and all claims, damages, demands, expenses, liabilities and losses of any character or nature whatsoever arising out of or resulting from such discontinuance of service, but only if such discontinuance of service is not caused in whole or in part by the negligence of the City. The indemnification obligations provided above shall include the payment of reasonable attorneys' fees and other expenses of defense. The County shall have the option to settle any such claim, demand or liability on such terms as it shall determine. In providing the indemnification set forth above, the County is not waiving any defenses otherwise available to it by law.

Upon notification by the City, the County shall, within a reasonable time after such notification, comply and cause the Municipalities and Users in the Service Area to comply with any water sprinkling ban or other restrictions on the use of water which shall be deemed necessary by the City and which shall apply equally to Users within the City and Users within the City's other

customer communities. The County waives and shall require the Municipalities to waive, any and all claims for damages resulting from such control or restriction. The County agrees, at its expense, to defend, indemnify and hold harmless the City, its commission, officers, employees and agents from and against any and all claims, damages, demands, expenses, liabilities and losses of any character or nature whatsoever arising out of or resulting from such control or restriction, but only if such control or restriction is not caused in whole or in part by the negligence of the City. The indemnification obligations provided above shall include the payment of reasonable attorneys' fees and other expenses of defense. The County shall have the option to settle any such claim, demand or liability on such terms as it shall determine. In providing the indemnification set forth above, the County is not waiving any defenses otherwise available to it by law.

Section 20. Effective Date - Termination of Prior Agreements.

This Agreement shall become effective and the Prior Agreements shall terminate only at such time as the City shall have received from the County and the townships within which the Fillmore Street Transmission Main is located the necessary consents pursuant to Section 18 hereof to construct, operate, maintain, repair, reconstruct, inspect, replace, improve and remove the Fillmore Street Transmission Main and related appurtenances.

Further, provisions of this Agreement which require the

completion of construction of the 1989 Improvements to be operative including specifically applicability of the Service Area in Section 2 hereof and the maximum withdrawal rate in Section 5 hereof shall not become effective until construction of the 1989 Improvements is completed. Until such time, the applicable provisions of the Prior Agreements shall continue to apply. Upon obtaining the necessary consents as herein provided and completion of construction of the 1989 Improvements, the provisions of the Prior Agreements shall terminate and shall be of no further force and effect.

Initials:

City

gkt

County

JRW

Township

[Signature]

EXECUTIVE
OFFICES



CITY OF GRAND RAPIDS

November 6, 1989

Ottawa County Road Commission
Administrative Office & Maintenance Garage
Rosy Mound Drive at U.S. 31
P.O. Box 739
Grand Haven, Michigan 49417

Attention: Mr. R. C. Mulder, P.E., Director of Utilities

Dear Mr. Mulder:

The City of Grand Rapids is interested in assisting Ottawa County residents with temporary water supply disruptions or water well damage that could occur in those areas where dewatering is required for installation of the 60 inch Lake Michigan Pipeline. In the event of those occurrences, the City offers the following:

Within a distance of two hundred (200') lineal feet either side of the 60 inch pipeline where dewatering activities occur:

- (a) The City shall provide sufficient containerized water for drinking and food preparation to any residence whose well is incapacitated because of the dewatering activity attendant to the pipeline construction.
- (b) If any water well fails to produce water within six (6) months following the date that the dewatering activity has ceased in front of that residence, the City shall replace the well at its cost.
- (c) The City shall identify specific wells along the pipeline route to be subjected to a bacteriological and partial chemical analysis prior to pipeline construction.

- (d) The City shall arrange with the Ottawa County Health Department to collect samples from the identified wells and send the samples to the State for the required analysis.

The procedure outlined above is valid once Grand Rapids has received fully executed agreements for the water transmission line from Ottawa County and the appropriate customer communities.

Please call Jim Biener (456-3259) if you should have any questions or require additional information regarding this matter.

Yours very truly,

Kurt F. Kimball

Kurt F. Kimball,
City Manager

KFK/mes

cc: Thomas Ecklund
James Biener

Initials:

City

GRH

County

J.E.W.

Township

[Signature]