

SECOND AMENDMENT TO
SEWAGE DISPOSAL AGREEMENT

CITY OF GRANDVILLE – OTTAWA COUNTY
OTTAWA COUNTY WATER SUPPLY AND SEWERAGE
AND SEWAGE DISPOSAL SYSTEM
RUSH CREEK SANITARY SEWER SYSTEM

THIS SECOND AMENDMENT TO SEWAGE DISPOSAL AGREEMENT is made this 10th day of Sept., 2001, by and between the City of Grandville, a municipal corporation of the State of Michigan, hereinafter referred to as the "CITY," and the COUNTY OF OTTAWA, by its Board of County Road Commissioners, hereinafter referred to as the "COUNTY."

WITNESSETH:

WHEREAS, the CITY and the COUNTY have entered into a Sewage Disposal Agreement dated February 20, 1968, and a First Amendment To Sewage Disposal Agreement dated as of May 22, 1989, (collectively the "Agreement"); and

WHEREAS, the CITY and the COUNTY desire to amend the Agreement as is provided below.

NOW, THEREFORE, in consideration of the premises and mutual undertakings of the parties hereto as stated in the Agreement and in this Second Amendment, the parties hereby agree as follows:

1. Exhibit A attached to the Agreement is hereby revoked and is replaced by a revised Exhibit A, which is attached to this Second Amendment. The revised Exhibit A describes the sewer service area which is defined in paragraph 1 of the Agreement as the Rush Creek Sanitary Sewer District and is referred to as the "DISTRICT." The previous service area is expanded by revised Exhibit A to add Sections 12, 13, 24 and 25 of Blendon Township and Section 6 of Jamestown Township. In each case where the DISTRICT is referred to in the Agreement including specifically, but without limitation, paragraphs 2, 3, 5, 6, 9, 10, 11, 12, 13, and 14, the reference shall be read as referring to the revised Exhibit A attached to this Second Amendment.

2. In addition to any other charges set forth in the Agreement, all connections to the sanitary sewer system from Sections 12, 13, 24 and 25 of Blendon Township and Section 6 of Jamestown Township made after the date hereof shall require payment to the CITY of one thousand dollars (\$1,000.00) per Residential Equivalent Unit (REU), as defined by the CITY, for future capital expense.

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OTTAWA COUNTY ROAD COMM.
GRAND HAVEN, MICH.

3. Paragraph 14 shall be amended to provide in its entirety as follows:

"14. The COUNTY agrees that the DISTRICT shall remain as described in revised Exhibit A attached to the Second Amendment. Additional areas desiring sewer service shall constitute new Districts and shall be served under new agreements."

4. If the agreement by and between the Grandville-East Ottawa Wastewater Authority (the "AUTHORITY") and the CITY is approved by the voters in a referendum to be held in the CITY on November 6, 2001, the connection fee described in paragraph 2 of this Second Amendment shall be paid thereafter to the AUTHORITY.

5. Except as is provided herein, the parties ratify and confirm the Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Second Amendment to be signed by their respective fully authorized officers as of the date set forth above.

In presence of :

CITY OF GRANDVILLE

Mary Meines

By: [Signature]

Its: Mayor

Sharon Kraper

By: [Signature]

Its: City Clerk

COUNTY OF OTTAWA, by its Board of
County Road Commissioners

Kenneth L. Zayewski

By: [Signature]

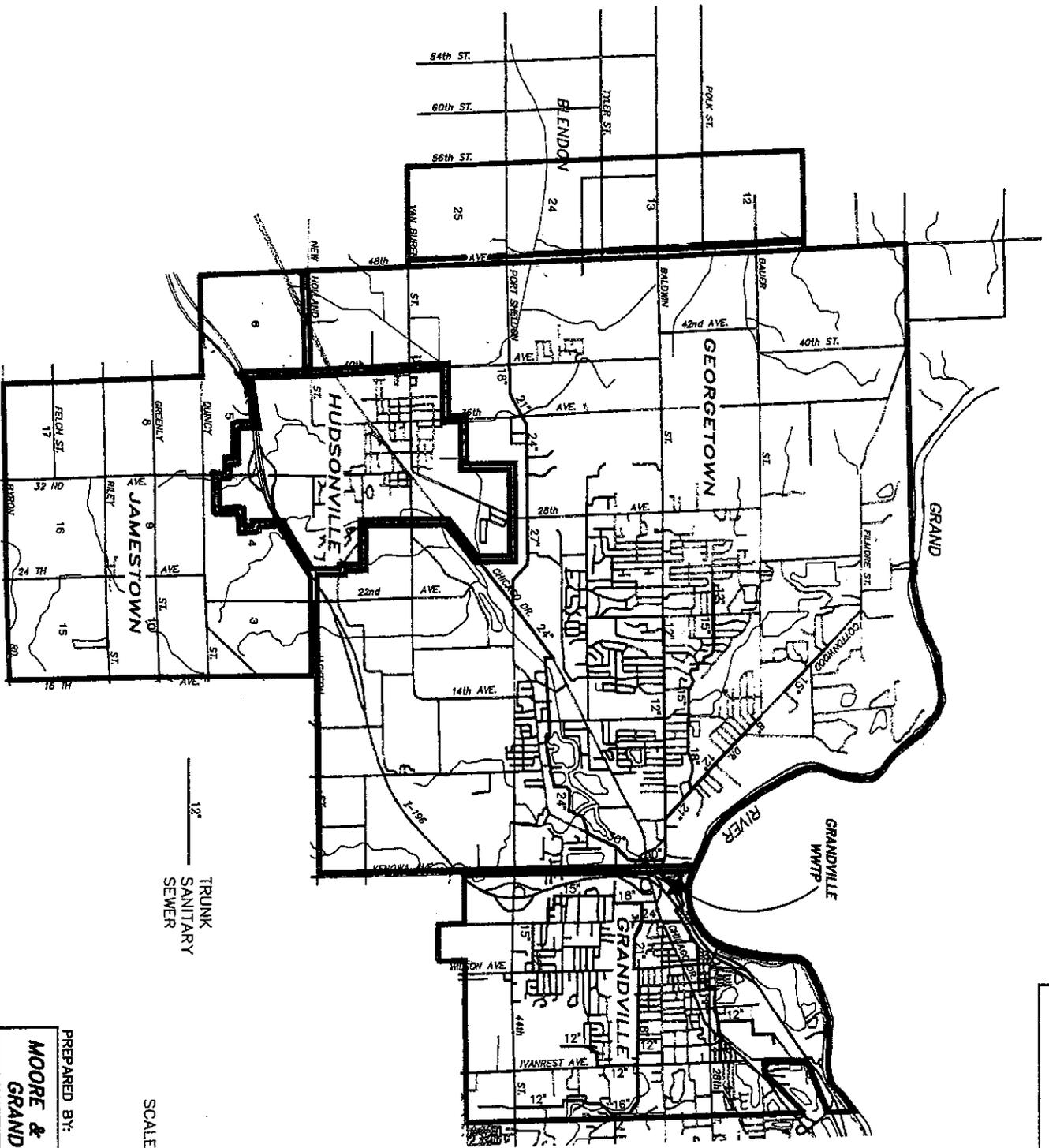
Its: Chairman

Carol Ann Dalton

By: [Signature]

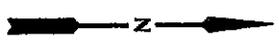
Its: Secretary

FIGURE NO. 1
 GRANDVILLE WASTEWATER TREATMENT PLANT
 SERVICE AREA MAP



TRUNK
 SANITARY
 SEWER

SCALE: 1" = 4000'



PREPARED BY:
MOORE & BRUGGINK, INC.
 GRAND RAPIDS, MI

DECEMBER, 1991