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AGREEMENT

THIS AGREEMENT, made and entered into as of this 1st day of June, 1973, by and between the COUNTY OF OTTAWA, a Michigan county corporation (hereinafter referred to as the "county"), by and through its Board of County Road Commissioners (hereinafter referred to as the "county agency"), party of the first part, and the TOWNSHIP OF GEORGETOWN and the CITY OF HUDSONVILLE, Michigan municipal corporations located in said county (hereinafter referred to as the "municipalities"), parties of the second part;

WITNESSETH:

WHEREAS, pursuant to the provisions of Act 342, Public Acts of Michigan, 1939, as amended, the Board of Supervisors of the County of Ottawa, by resolution adopted January 10, 1961, by a majority vote of its members-elect, made the provisions of said Act applicable to the County of Ottawa, and authorized and directed that there be established, maintained and operated under the provisions of said Act, a county-wide system or systems of water and sewer improvements and services, and has designated the Board of County Road Commissioners of the County of Ottawa to be the agency of the County for the purposes set forth in said Act; and

WHEREAS, by the terms of Act 342 the county and municipalities have caused to be constructed the RUSH CREEK SEWAGE DISPOSAL SYSTEM to serve the aforementioned municipalities; and

WHEREAS, it is deemed necessary and proper to provide for a program of routine and preventive maintenance, and necessary repairs to said system and connecting sewers;

NOW, THEREFORE, in consideration of the premises and covenants of each other, the parties hereto agree as follows:

1. All maintenance performed on the RUSH CREEK SEWAGE DISPOSAL SYSTEM shall be in accordance with the "Operation and Maintenance Manual" prepared by Williams & Works for said system.
2. For the purposes of this agreement, the RUSH CREEK INTERCEPTOR is described as follows:

The Sanitary Sewer Trunkline commencing at the intersection of Elm and Oak Streets in the City of Hudsonville, north-easterly through Georgetown Township and terminating at the City of Grandville Sewage Treatment Plant, including metering stations and lift stations.

3. The County Agency shall perform routine and preventive maintenance and necessary repairs to that portion of the RUSH CREEK INTERCEPTOR described as follows:

Commencing near the Easterly City Limits of the City of Hudsonville at the Hudsonville Metering Station, thence Northeasterly through Georgetown Township and terminating at the City of Grandville Sewage Treatment Plant, including metering stations and lift stations.

4. All expenses incurred by the County Agency in maintaining and repairing the Rush Creek Interceptor shall be shared proportionately by the Municipalities in accordance with the RUSH CREEK SEWAGE DISPOSAL CONTRACT dated as of November 1, 1967.
5. Routine and preventive maintenance and necessary repairs to Georgetown Township Extensions 1, 2 and 3, and all subsequent extensions, and all Georgetown Township sewers connecting directly or indirectly to the Rush Creek Interceptor shall be performed by Georgetown Township to the satisfaction of the County Agency, and all expenses incurred in said maintenance and repair shall be borne by Georgetown Township.
6. Routine and preventive maintenance and necessary repairs to all sewers in the City of Hudsonville connecting directly or indirectly to the Rush Creek Interceptor and that portion of the Rush Creek Interceptor westerly of the Hudsonville metering station, shall be performed by the City of Hudsonville to the satisfaction of the County Agency, and all expenses incurred in said maintenance and repair shall be borne by the City of Hudsonville.
7. Enforcement of local sewer-use ordinances shall be the responsibility of the Municipalities, with assistance by the County Agency if requested by the Municipalities. This provision includes the responsibility for prevention of unauthorized discharges into the local sewers.
8. The County Agency reserves the right to inspect all extensions and connections to the Rush Creek Interceptor at any time and to require the Municipalities to make any repairs or replacements or to do any further acts which in the judgement of the County Agency may be necessary in order to maintain the system in reasonably good condition and repair. If the Municipalities shall fail at any time to make such repairs and replacements and to take such action as may be required by the County

Agency, within a reasonable time after being notified by the County Agency of the specific repairs, replacements or action which must be taken, then the County Agency shall have the right to perform the necessary repairs and replacements, and the Municipalities shall reimburse the County Agency for the expense thereof within 45 days after such expense has been incurred. The County shall give prior notice for all large costs for repairs, except emergencies.

9. The County Agency reserves the right to review and approve plans and specifications of all sewers connecting either directly or indirectly to the Rush Creek Interceptor. Expenses incurred by the County Agency in said review shall be reimbursed to the County Agency by the Municipality within 45 days after such expense has been billed to the Municipality.
10. To insure conformance to the specifications of the Ottawa County Water and Sewer System, the Municipalities shall provide for inspection of the construction of all sewers connecting either directly or indirectly to the Rush Creek Interceptor, with the assistance of the County Agency, if requested by the Municipality. Final inspection prior to the acceptance of said sewers shall be accomplished jointly by the County Agency and the Municipality. Expenses incurred by the County Agency for the final inspection and for assistance during construction shall be reimbursed to the County Agency by the Municipality within 45 days after such expense has been billed to the Municipality.
11. It shall be the responsibility of the Municipality to secure funds for plan review and inspection by the County Agency through the collection of deposits from developers, or by such other means as the municipality may deem proper.
12. No provision of this Agreement shall be construed as prohibiting any joint operation by the County Agency and the Municipality (ies) for maintenance and/or repair of the Rush Creek Interceptor or connecting sewers carried out with the mutual consent of the County Agency and the Municipality (ies).
13. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. This Agreement

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. This Agreement shall be construed, governed and controlled by the laws of the State of Michigan.

IN WITNESS WHEREOF, the County has executed this Agreement by and through the County Agency this 3TH day of SEPTEMBER, 1973.

Signed, Sealed and Delivered
In Presence of:

Jack R. Shelburne

Be Mulder

COUNTY OF OTTAWA
By Its Board of County Road
Commissioners as County Agency

By Paul W. Reuver
Chairman

By Franklin Schmidt
Member

By Charrington
Member

IN WITNESS WHEREOF, the Township has executed this Agreement this 21st day of August, 1973.

Signed, Sealed and Delivered
In Presence of:

Helen Nyholt

Anna M. Kind

GEORGETOWN TOWNSHIP

By Gerald DeWindt
Supervisor

By F. Jack Hayes
Clerk

IN WITNESS WHEREOF, the City has executed this Agreement this 3rd day of August, 1973.

Signed, Sealed and Delivered
In Presence of:

Ima Boer

Mary Richardson

CITY OF HUDSONVILLE

By Marvin P. Chene
Mayor

By Henry Verwood
Clerk