

Georgetown and Blendon Townships Restated Water and Sewer Agreement

THIS AMENDED AND RESTATED WATER AND SEWER AGREEMENT (the “**Agreement**”) is entered into by and between the CHARTER TOWNSHIP OF GEORGETOWN, a municipal corporation located in the County of Ottawa (“**Georgetown**”), the TOWNSHIP OF BLENDON, a municipal corporation located in the County of Ottawa (“**Blendon**”), and the COUNTY OF OTTAWA, by its Board of County Road Commissioners (“**County**”), collectively, the “**Parties**.”

RECITALS:

A. Georgetown is the owner and operator of a public water distribution system (the “**Georgetown Water System**”) and obtains drinking water from the City of Wyoming through a contract with the County. Georgetown is the owner and operator of a public sanitary sewer collection system (the “**Georgetown Sewer System**”) and obtains sewer treatment from the City of Grandville through a contract with the County.

B. Blendon and Georgetown have entered into four previous agreements for the purpose of allowing Georgetown to provide water and sewer services to a portion of Blendon. The “**1988 Agreement**” dated June 20, 1988 allowed water service along 48th Avenue. The 1988 Agreement was and is considered void by the Parties. The “**Water Service Agreement**” dated May 21, 1992 allowed water service to sections 13, 24, and 25 of Blendon. The “**Sewer Agreement**” dated November 26, 2001 allowed sewer service to sections 12, 13, 24, and 25 of Blendon. The “**Water/Sewer Agreement Amendment**” dated January 14, 2003 allowed water and sewer service to section 1 of Blendon. Together, these four agreements are referred to as the “**Existing Agreements**.”

C. Allendale Charter Township (“**Allendale**”) is the owner and operator of a public water distribution system in Allendale and obtains wholesale water from the City of Grand Rapids through a contract with the County. Blendon and Allendale have entered into an agreement (the “**Public Water Supply Contract**,” dated November 2, 2022) to provide water service to sections 1, 2, 3, 4, 5, and 6 of Blendon. The Public Water Supply Contract requires service to be exclusive, once provided. Therefore, either Allendale or Georgetown may provide water service in Section 1 of Blendon. However, once service is provided through a water main extension by Allendale or Georgetown, the area served becomes exclusive to that provider of water (i.e., Allendale or Georgetown).

D. Blendon and Georgetown wish to amend, restate, and replace the Existing Agreements with this Agreement.

AGREEMENT

Section 1. Revocation of Previous Agreements. Georgetown and Blendon agree that the Existing Agreements cited in the Recitals are revoked on the Effective Date (defined below) of this Agreement and are replaced by the terms and conditions of this Agreement.

Section 2. Effective Date. The Effective Date for this Agreement is July 8, 2024

Section 3. Water and Sewer Services. Georgetown currently provides sewer and water services to the Sewer Service Area and Water Service Area, respectively, as defined below. The Parties wish to continue this service in accordance with the terms and conditions in this Agreement.

Section 4. Sewer Service Area. The Sewer Service Area is defined as sections 1, 12, 13, 24, and 25 (T06NR14W) of Blendon. No sewer service outside of the Sewer Service Area is allowed without an amendment to the sewer contract which Georgetown has with the City of Grandville and the County. Boundary street service is not allowed for those properties outside of the Sewer Service Area. Once an area is served through a sewer extension, the area becomes an exclusive service area. Exhibit A, incorporated into this Agreement, is a map of the Sewer Service Area.

Section 5. Water Service Area. The Water Service Area is defined as sections 1, 12, 13, 24, and 25 (T06NR14W) of Blendon. Properties located in Sections 2, 11, 14, 23, and 26 (T06NR14W) of Blendon that abut a water main in 56th Avenue may be provided water service as a boundary street customer. Sections 1 and 2 may be served by either Allendale or Georgetown. Once an area is served through a water main extension of either Allendale or Georgetown, the area served becomes an exclusive service area for Allendale or Georgetown, as the case may be. The County will consult with Allendale and Georgetown and define and amend, as needed, the boundary between the two systems. Any water main extensions into Sections 2, 11, 14, 23, and 26 (T06NR14W) of Blendon require prior written approval from Georgetown. Exhibit B, incorporated into this Agreement, is a map of the Water Service Area.

Section 6. Ownership. The water and sewer facilities located along 48th Avenue are owned by Georgetown. The water and sewer facilities located within Blendon are owned by Blendon.

Section 7. Operation and Maintenance of Systems. The Georgetown Water System and the Georgetown Sewer System (together, the “**Systems**”) shall be operated and maintained by Georgetown. Georgetown shall, as an independent contractor, maintain, service, repair, rebuild, restore, replace, improve, extend, and enlarge the Systems. Georgetown may, in its discretion, hire a contractor or contractors, on an independent contractor basis, to perform any or all the services and duties to be provided and performed by Georgetown. To the extent permitted by law, Georgetown employees and agents shall have the right to enter upon public and private property as necessary to perform the services to be provided by Georgetown.

Georgetown shall provide all maintenance, service, repair, rebuilding, restoration, replacement, improvement, extension, and enlargement necessary for the lawful operation and use of the Systems. Georgetown shall obtain and maintain all necessary licenses, certifications, and accreditation necessary to operate and maintain the Systems.

Rebuilding and/or restoration of the Systems on account of explosion, earthquake, terrorism, or other catastrophic disaster shall be funded (i) by available insurance proceeds, (ii) by available funds of the Georgetown Water System or the Georgetown Sewer System, as the case may be, and/or (iii) as the Parties agree in writing. Rebuilding and/or replacement of the Systems necessary on account of obsolescence shall be an expense of the System in question, and/or as the Parties agree in writing. It is agreed that Georgetown shall not be obligated or required to utilize any of its own separate funds on behalf of the Systems, and all costs and expenses incurred by Georgetown shall be paid by the revenues of the applicable System or funds provided by Blendon.

Section 8. Customer Connections. Blendon property owners that request water service or sewer service or both from Georgetown shall make an application to Georgetown. The property owner must pay connection charges directly to Georgetown. Georgetown will provide the property owner with

information on the water hookup charges and sewer hookup charges that apply. The water hookup charges and sewer hookup charges will be the current Georgetown rates, as detailed in Exhibit C, which is incorporated into this Agreement. The premium will remain as stated in Exhibit C, subject to any adjustments agreed to by both Blendon and Georgetown.

Some portions of the Sewer Service Area or the Water Service Area, as the case may be, may be subject to additional charges from Blendon due to an extension of the applicable System. Blendon will advise Georgetown of these areas and the related charges. Georgetown will confirm with Blendon that all Blendon charges have been paid before proceeding with the approval to connect the potential customer to either or both of the Systems, as the case may be.

Section 9. Water and Sewer Rates. Blendon property owners that have made successful connection to either or both of the Systems will be required to pay the water rate or sewer rate or both, as the case may be, adopted and amended from time to time by Georgetown. Blendon may also adopt and amend water and sewer rates that would apply to Blendon customers. Blendon will provide Georgetown with a list of any water and sewer rates adopted by Blendon and Georgetown will charge the Blendon customers the total of the Georgetown rates plus the Blendon rates, together with an administrative fee to cover the Georgetown costs for assessing, collecting, and then remitting the Blendon rates to Blendon. It is agreed that revenues received by Georgetown are to be utilized only for the costs and expenses of the Systems. Any revenue received by Georgetown for the additional charges requested by Blendon shall be remitted to Blendon within 30 days, unless otherwise agreed to in writing by Georgetown and Blendon.

Section 10. Billing. Blendon customers served by Georgetown pursuant to this Agreement shall be billed by Georgetown with the same frequency and in the same manner as the Systems' customers within Georgetown. Meters will be read at least every three months. In addition, such bills shall be payable within the same time limits and with the same discounts or penalties for early or late payment as are provided for Georgetown customers of the Systems. All customers located within Blendon who are served pursuant to this Agreement shall be treated as nearly as possible in the same manner as customers located within Georgetown's corporate limits. Georgetown shall consider, review, and conclude all disputes, disagreements, or other complaints received from customers located within Blendon concerning billing or service in the same manner as Georgetown resolves disputes, disagreements, and complaints in connection with customers of the Systems located within Georgetown's corporate limits.

Section 11. Delinquent Bills. If any Blendon customer neglects or refuses to make payment of a bill due from the customer pursuant to the terms of this Agreement, then Georgetown shall have the right, after giving such notices and on such basis as would apply to customers located within Georgetown's corporate limits, to shut off the Blendon customer's water service or sewer service or both, as the case may be. Blendon shall place delinquent fees and charges from the Georgetown Water System or Georgetown Sewer System or both against Blendon properties on Blendon property tax bills for the delinquent premises when requested by Georgetown and collect the delinquent fees and charges in the same manner as ad valorem property taxes and promptly remit them to Georgetown upon receipt of payment. Georgetown shall have the right to impose and collect from Blendon customers the same costs and charges it imposes on customers in Georgetown for service shut-off or turn-on or both pursuant to the Georgetown Water System or Georgetown Sewer System or both.

Section 12. Ordinances. Blendon shall adopt and maintain in full force and effect during the term of this Agreement such ordinances, rules and regulations, and resolutions as Georgetown shall reasonably require for Georgetown to discharge its responsibilities pursuant to this Agreement.

Section 13. Capacity of Water System. Georgetown and the County will be responsible for including the Water Service Area in flow projections or other planning for the Wyoming Water System. Georgetown will include the Water Service Area in planning for the Georgetown Water System, including water reliability studies, capital improvement planning, and rate studies. Capacity is available on a first come, first served basis and there is no capacity specifically reserved by or per this Agreement for the Water Service Area. Any temporary restrictions on connecting new customers or water use restrictions will apply uniformly to both Blendon and Georgetown customers of the Georgetown Water System.

Section 14. Capacity of Sewer System. Georgetown and the County will be responsible for including the Sewer Service Area in flow projections or other planning for the Grandville Sewer System. Georgetown will include the Sewer Service Area in planning for the Georgetown Sewer System, including engineering studies, capital improvement planning, and rate studies. Capacity is available on a first come, first served basis and there is no capacity specifically reserved by or per this Agreement for the Sewer Service Area. Any temporary restrictions on connecting new customers or sewer use restrictions will apply uniformly to both Blendon and Georgetown customers of the Georgetown Water System.

Section 15. System Extensions. To the extent the Systems have capacity, the Systems may be extended in the Water Service Area or Sewer Service Area or both. The procedures for extending the Systems are described below.

- a) **Third Party Extensions.** A third party may construct an extension of either or both of the Systems, at the third party's expense, to an area approved by Blendon. The extension will not be constructed without the review and approval of Georgetown as to capacity and ability to provide service, such approval to not be withheld arbitrarily. Upon satisfactory completion and approval by Georgetown, the extension shall be accepted into the appropriate System and operated and maintained by Georgetown according to this Agreement. Blendon will be responsible for arranging cost sharing or reimbursement agreements (if any) with the third party constructing an extension of either or both of the Systems. Blendon will also be responsible for invoicing and collecting any hookup charges that may be applicable to Blendon customers that connect to a third-party extension.

- b) **Special Assessment Districts.** If owners of property located within the Water Service Area or Sewer Service Area or both petition Blendon for water service or sewer service or both, Blendon will provide the petition to Georgetown if Blendon intends to proceed with an applicable special assessment process. Georgetown will review the petition and determine if capacity is available, if the general requirements of either or both Systems are met, and whether to provide Blendon with preliminary approval. The preliminary approval will include a cost estimate from Georgetown's engineer. Blendon may then proceed with completing the special assessment district and, upon successful completion, provide notice to Georgetown. Blendon will decide on its method to finance the project, which will not require the consent of Georgetown if Georgetown is not liable for any portion of the financing; other arrangements for the project will be subject to Georgetown's mutual consent. Georgetown will then proceed with authorizing the design and construction of the project. Blendon will be responsible for collecting all

revenues from special assessments to its property owners and for distributing those in accordance with the financing arrangements.

- c) **System Funded Extensions.** Revenue from the appropriate System may be used to fund some or all the costs for an extension of that System. Georgetown will determine if any System funding is appropriate and the amount of such funding. Blendon shall have the right to review the plans for a System funded extension and determine if it meets the Blendon master plan. Blendon shall have the opportunity to request changes to the extension project and funding decisions. Georgetown shall consider the Blendon requests and provide a response within 30 days.
- d) **Blendon Approval.** In recognition that Blendon has zoning and land use jurisdiction over the Water Service Area and Sewer Service Area, no extension shall be made without the approval of Blendon. An extension along 48th Avenue, a boundary street, does not require prior approval of Blendon.
- e) **Georgetown Approval.** All extensions of either or both Systems within Blendon shall be inspected and tested in accordance with Georgetown's standard policies and procedures. After an extension of either or both Systems has been approved by Georgetown, the extension will be operated and maintained by Georgetown in accordance with this Agreement, but owned by Blendon.

Section 16. Franchise. To the extent required by law, this Agreement shall be deemed the grant of a revocable franchise by Blendon to Georgetown, for Georgetown to operate and maintain the Systems within Blendon.

Section 17. Access. Blendon agrees to the use and occupancy of streets, rights-of-way, and highways located within Blendon for the purpose of constructing, operating, maintaining, and/or replacing the existing or future infrastructure connected to the Systems.

Section 18. Interruption of Service. Georgetown does not guarantee continuous service during a breakdown or other emergency, nor does Georgetown warrant against any interruption in service arising out of a breakdown or other emergency. If necessary to meet Georgetown's needs and its contractual obligation to other persons or entities, water service or sewer service or both from the Systems may, at the option of Georgetown, be restricted in the same manner that customers inside Georgetown's corporate limits are restricted.

Section 19. Fire Hydrants. Blendon shall have the right to use fire hydrants located in the Water Service Area and along 48th Avenue for firefighting and other emergencies. Blendon will not be allowed to provide or sell bulk water from these hydrants to other persons or entities for non-emergency purposes. Georgetown will be responsible for the maintenance of these fire hydrants and will follow the same level of service that Georgetown follows for the fire hydrants located within its own corporate limits. Georgetown shall also have the right to use fire hydrants along 48th Avenue.

Section 20. Insurance. Georgetown shall, at its expense, obtain and maintain in effect during the term of this Agreement comprehensive general liability insurance covering the use and operation of

the Systems. Such insurance may be provided by one or more insurance policies. All such policies of insurance shall be payable on an occurrence basis and shall initially be in the amount of \$1,000,000 per occurrence and \$1,000,000 in the aggregate for bodily injury or death. In addition, Georgetown shall maintain or cause to be maintained an umbrella liability insurance policy for excess liability coverage of \$5,000,000. None of the required insurance policies may have a deductible more than \$100,000 per occurrence. Georgetown shall maintain worker's disability insurance coverage, in such form and with such limits as may be required by Michigan law, for Georgetown employees working on either or both of the Systems throughout the term of this Agreement.

All policies of insurance required by this Agreement shall be written by insurance companies in good standing and authorized to do business in the State of Michigan, and Blendon with its Board members, officers, employees, and agents shall be added as additional insureds. The insurance shall provide further that it shall not be cancelled, terminated, or materially modified expect upon not less than 30 days prior written notice to Blendon. Georgetown shall, upon the request of Blendon, provide Blendon with written proof of such insurance coverage. Nothing contained herein shall limit the right of Georgetown to continue, implement, or establish a separate pool of self-insurance program that is in compliance with the terms of this Agreement.

Section 21. Indemnification. Georgetown agrees to defend, save, indemnify, and hold harmless Blendon and its Board members, officers, employees, and agents (the "**Indemnified Party**") from any claims, actions, or liabilities, known or unknown, arising out of or connected with Georgetown's construction, operation, or management of the Systems, including reasonable costs and attorney's fees incurred by Blendon in connection with the defense of such claims, actions, or liabilities. If such claim, action, or liability arises in whole or in part on account of the acts or omissions of the Indemnified Party, then Georgetown's indemnification obligation with respect to Blendon shall be reduced in proportion to Georgetown's percentage of responsibility. Nothing in this paragraph shall be deemed to waive any defense or counterclaim which Georgetown may have to such claim, action, or liability to a third party. Georgetown shall have the option to settle any such claim, action, or liability on such terms as it shall determine. Georgetown shall not be responsible for the indemnification obligations set forth above with respect to the Indemnified Party, to the extent that Blendon has waived a defense which was known by Blendon, and that was otherwise available to it by law. The obligation to defend and indemnify Blendon shall not apply to claims that would be barred by governmental or statutory immunity if brought directly against Georgetown.

Section 22. Force Majeure. In the event of a delay in the performance by a party of its obligations under this Agreement due to unforeseeable causes beyond such party's reasonable control and without fault or negligence of such party, including but not limited to acts of God or of the public enemy, riot, war, terrorism, fires, floods, natural disasters, tornadoes, windstorms or other severe weather, the time for performance of such obligations shall be extended for the period of such delay, provided that (a) the party seeking the benefit of this Section shall give prompt notice to the other party of the occurrence causing such delay, and (b) the foregoing shall not apply to excuse a party's failure to timely pay money as required by this Agreement or extend the timeframe within which a party must pay money as required by this Agreement.

Section 23. Dispute Resolution. Georgetown and Blendon will attempt to resolve any dispute, interpretation, or alleged breach arising out of this Agreement by first contacting the County.

The County will set up a meeting to review the facts pertaining to the issue and provide a recommendation to Georgetown and Blendon. If the County's recommendation does not resolve the issue, Georgetown and Blendon may, upon mutual agreement, submit the matter to arbitration. A judgment rendered pursuant to arbitration shall be specifically enforceable in the Ottawa County Circuit Court or any court of appropriate jurisdiction. In the event the Parties fail to agree to arbitrate, the Ottawa County Circuit Court shall be the forum of exclusive jurisdiction. Georgetown and Blendon may agree upon one arbitrator; otherwise, if they agree to arbitrate, three arbitrators shall be used. One arbitrator will be named in writing by Georgetown, and one arbitrator will be named in writing by Blendon, both within 30 days after notice of arbitration is served by either party upon the other. A third arbitrator will be selected by these two arbitrators within 30 days thereafter. Any arbitrator selected by Georgetown or Blendon shall have experience or training in the type of controversy or dispute between the Parties. No one shall serve as an arbitrator who is in any manner, directly or indirectly, financially interested in this Agreement or in the affairs of Georgetown or Blendon. The arbitration proceedings shall be conducted as mutually agreed by the Parties, or, absent an agreement, in accordance with the rules of the American Arbitration Association, or such successor association during the term of the Agreement.

Section 24. Term. The Parties agree that the term of this Agreement, as amended and restated, shall be extended for a term of 30 years from the Effective Date. Georgetown and Blendon shall both have the right to renew this Agreement for up to four successive five-year periods by giving notice thereof to the other Parties at least six months before the end of the period then in effect. This Agreement may also be renewed for such additional periods as may be mutually agreed upon by the Parties.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed in their respective names by their duly authorized officers as of the dates set forth below.

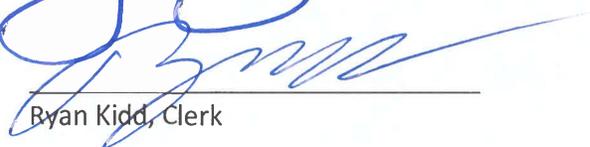
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GEORGETOWN CHARTER TOWNSHIP

Dated: 7/8/24



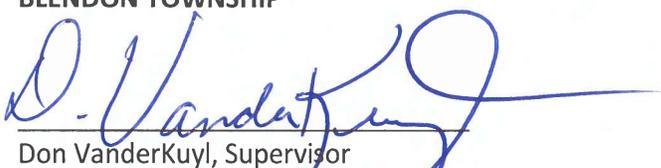
Jim Wierenga, Supervisor



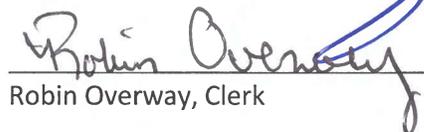
Ryan Kidd, Clerk

BLENDON TOWNSHIP

Dated: 7/15/24



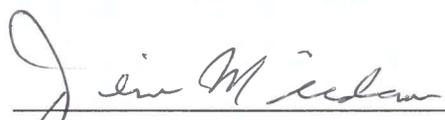
Don VanderKuy, Supervisor



Robin Overway, Clerk

OTTAWA COUNTY ROAD COMMISSION

Dated: 8/8/24



Jim Miedema, Chair



Brett Laughlin, Secretary

Exhibit A

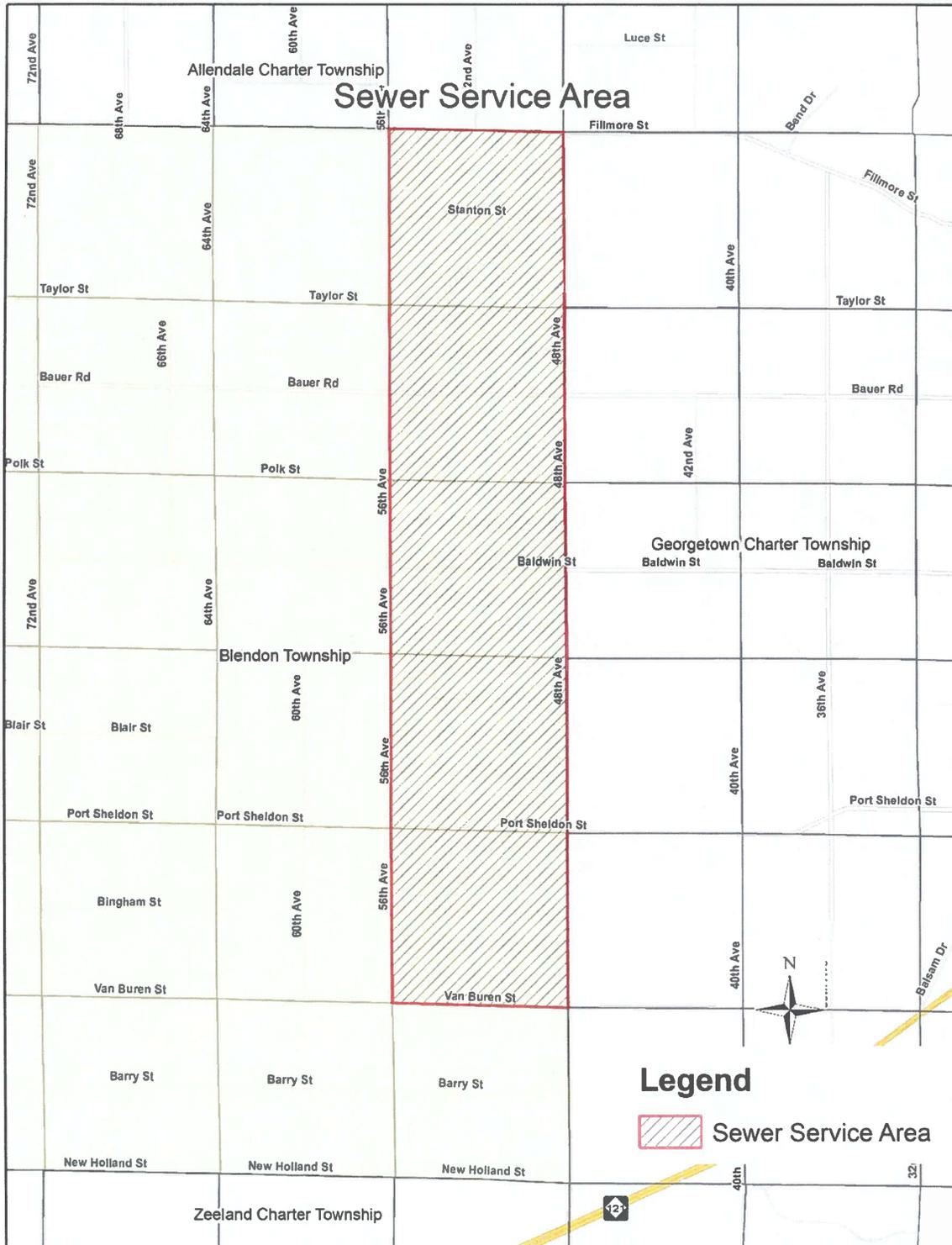


Exhibit B



Water and Sewer Connection Charges			
Charge	Georgetown Amount	Premium	Blendon Amount
Meter			
5/8x3/4"	\$ 650.00	0%	NA
3/4x3/4"	\$ 740.00	0%	\$ 740.00
1"	\$ 900.00	0%	\$ 900.00
1 1/2"	\$ 1,300.00	0%	\$ 1,300.00
2"	\$ 1,600.00	0%	\$ 1,600.00
Hookup			
5/8x3/4"	\$ 400.00		N.A.
3/4x3/4"	\$ 600.00	100%	\$ 1,200.00
1"	\$ 1,000.00	100%	\$ 2,000.00
1 1/2"	\$ 2,000.00	100%	\$ 4,000.00
2"	\$ 3,200.00	100%	\$ 6,400.00
3"	\$ 7,000.00	100%	\$ 14,000.00
4"	\$ 14,000.00	100%	\$ 28,000.00
6"	\$ 28,000.00	100%	\$ 56,000.00
Service Connection (Tap)			
1"	\$ 3,800.00	0%	\$ 3,800.00
1 1/2"	\$ 6,000.00	0%	\$ 6,000.00
2"	\$ 6,800.00	0%	\$ 6,800.00
Water Use *	\$ 50.00	0%	\$ 50.00
Inspection *	\$ 96.00	14.58%	\$ 110.00
Meter Pit			
5/8" or 3/4" prices subject to change	\$ 950.00	0%	\$ 950.00
1" prices subject to change	\$ 1,100.00	0%	\$ 1,100.00
Frontage per foot	\$ 25.00	0%	\$ 25.00
Sewer Hookup			
Hookup/Unit *	\$ 2,200.00	10.91%	\$ 2,440.00
Grandville Plant Charge/Unit *	\$ 1,800.00	0%	\$ 1,800.00
Blendon Additional Fee	N.A.		\$ 1,500.00
Sewer Frontage per foot	\$ 70.00	0%	\$ 70.00
Deferred sewer later	\$ 1,600.00	0%	\$ 1,600.00
Basic Water/Sewer Hookup in a plat			
Storm lateral if available	\$ 50.00	0%	\$ 50.00
Water Only w/ tap ***	\$ 4,996.00	18.09%	\$ 5,900.00
* Items included in basic hookup			
** Always make sure frontage is paid for non-plat parcels or lots.			
*** Where Service Connections (taps) involved there may be extra copper, dewatering charges and pavement restoration charges in addition too			

Water and Sewer User Charges			
Charge	Georgetown Amount	Premium	Blendon Amount
Water Rates			
Price per Thousand Gallons	\$ 3.15	20%	\$ 3.78
Quarterly Operation and Maintenance RTS			
Meter Size			
3/4 x 5/8	\$ 13.70		N.A.
3/4 x 3/4	\$ 13.70	100%	\$ 27.40
1 inch	\$ 25.00	100%	\$ 50.00
1 1/2 inch	\$ 50.00	100%	\$ 100.00
2 inch	\$ 80.00	100%	\$ 160.00
3 inch	\$ 175.00	100%	\$ 350.00
4 inch	\$ 350.00	100%	\$ 700.00
6 inch	\$ 700.00	100%	\$ 1,400.00
Sewer Rates			
Price per Thousand Gallons	\$ 5.00	20%	\$ 6.00
Min Units	12	0%	12
Min Ummetered Units	20	0%	20
Residential Bases on Winter Usage			
Quarterly Operation and Maintenance RTS			
Meter Size			
Unmetered	\$ 13.50	20%	\$ 16.20
3/4 x 5/8	\$ 13.50		N.A.
3/4 x 3/4	\$ 13.50	20%	\$ 16.20
1 inch	\$ 25.00	20%	\$ 30.00
1 1/2 inch	\$ 50.00	20%	\$ 60.00
2 inch	\$ 80.00	20%	\$ 96.00
3 inch	\$ 175.00	20%	\$ 210.00
4 inch	\$ 350.00	20%	\$ 420.00
6 inch	\$ 700.00	20%	\$ 840.00
Average 3 Month Residential Bill			
15,000 Gallons	\$ 149.45	27.33%	\$ 190.30

Water Commodity	\$ 47.25		\$ 56.70
Water RTS	\$ 13.70		\$ 27.40
Sewer Commodity	\$ 75.00		\$ 90.00
Sewer RTS	\$ 13.50		\$ 16.20
Total Average Bill (15,000 gallons)	\$ 149.45		\$ 190.30