

AGREEMENT

THIS AGREEMENT, made and entered into as of this 27<sup>th</sup> day of FEBRUARY, 1975, 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 have entered into an agreement dated June 1, 1973 providing for maintenance of the system; and

WHEREAS, it is deemed necessary and proper to provide an equitable basis for sharing by the municipalities of the cost of sewage treatment, maintenance, repair and other costs incidental to operation of said system;

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

**FILE COPY**  
**DO NOT REMOVE**

1. The county agency shall provide, on a quarterly basis, a detailed billing to the municipalities for costs incurred in the treatment of sewage, maintenance and repair, and other costs incidental to operation of the RUSH CREEK SEWAGE DISPOSAL SYSTEM. Computation of said billing shall be as shown on the worksheet attached hereto and labeled Exhibit A. A copy of said worksheet shall be included with the quarterly billing.
  
2. For the purposes of determining equitable sharing of ground water infiltration to the system, the parties hereto approve the results of the initial infiltration test conducted by Williams & Works, a tabulation of which is hereto attached and marked Exhibit B.
  
3. Beginning January 1, 1975, the infiltration chargeable to the City of Hudsonville shall be increased to 12,363 gallons per day, and on January 1 of each succeeding year shall be increased by 235 gallons per day to reflect increases in actual infiltration to the system.

The parties hereto agree that said increases are reasonable and equitable, and are accepted in lieu of further infiltration tests.

4. The cost of routine maintenance and repair to the Rush Creek Interceptor Sewer performed by the county agency shall be shared by the municipalities on the basis of their average capacity interest in the interceptor sewer as follows:

City of Hudsonville	52%
Georgetown Township	48%
	100%

For the purpose of this agreement, routine maintenance and

repair is defined as that work amounting to less than \$500.00 (five hundred dollars) per quarter. In the event that maintenance and/or repairs amount to more than \$500.00 in any given quarter, the distribution of those costs shall be computed on the basis of the Flow Allocation Table attached hereto and labeled Exhibit C, for the location in which the work was accomplished.

5. The cost of maintenance and repairs to the 12th Avenue Lift Station shall be shared by the municipalities as follows:

City of Hudsonville	52%
Georgetown Township	48%
	<u>100%</u>

The cost of maintenance and repairs to the lift stations in the City of Hudsonville shall be borne by the City of Hudsonville. The cost of maintenance and repairs to any future lift stations connected to the system and maintained by or through the county agency shall be borne by the municipality in which the lift station is constructed or which benefits from the lift station.

The parties hereto recognize that maintenance and repairs to lift stations in the system may be performed by agencies or firms under an agreement with the county agency, and that billings from those agencies or firms may be on a fixed-cost basis without cost breakdowns for individual lift stations, in which case the county agency shall prorate the costs for individual lift stations for billing purposes.

6. The cost of electric power for the 12th Avenue Lift Station shall be shared as follows:

City of Hudsonville	52%
Georgetown Township	48%
	<u>100%</u>

The cost of electric power for the lift stations in the City of Hudsonville shall be borne by the City of Hudsonville and may be paid directly by the city, or paid through the quarterly billing by the county agency.

The cost of electric power for future lift stations shall be borne on the same basis as maintenance and repairs to future lift stations as provided in paragraph 5.

7. The county agency shall provide for semi-annual recalibration of the Hudsonville and Grandville sewage meters. The cost of recalibration and any necessary repairs shall be shared equally by the municipalities. By mutual consent of the parties hereto, more frequent recalibration may be performed if warranted.
  
8. It shall be the responsibility of the county agency to provide proper insurance for the 12th Avenue Lift Station and for both the Hudsonville and Grandville metering stations. Insurance for all other structures and facilities shall be the responsibility of the municipalities.
  
9. The parties hereto recognize that from time to time physical changes and other circumstances may occur which will require reapportionment of flow capacities, infiltration allocations and operational expenses. In such event either municipality may request, in writing, revision or amendment of this agreement. Upon such request to the county agency, the county agency shall so notify the municipalities and the parties hereto shall enter into negotiations to effect the necessary revision or amendment.

If, in the opinion of the county agency, agreement cannot be reached within a reasonable period of time, the county agency shall so notify the municipalities, and the county agency shall determine an equitable reapportionment after taking into consideration all factors necessary and in addition shall, prior to such determinations, receive a written recommendation as to the proper reapportionment from a committee composed of one representative designated by the governing body of each municipality, and one independent registered Engineer appointed by the county agency. Each municipality shall appoint its representative within fifteen (15) days after being notified to do so by the county agency, and within a like time the county agency shall appoint the the Engineer third member. If either municipality shall fail to appoint its representative within the time above provided, then the county agency may proceed without said recommendation. If the committee shall not make its recommendation within forty-five (45) days after its appointment, then the county agency may proceed without such recommendation.

10. The agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. The 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 27<sup>th</sup> day of FEBRUARY, 1975.

Signed, Sealed and Delivered  
In Presence of:

[Signature]  
[Signature]

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

By [Signature]  
Chairman

By [Signature]  
Member

By [Signature]  
Member

IN WITNESS WHEREOF, the township has executed this agreement this 25<sup>th</sup> day of November, 1974.

Signed, Sealed and Delivered  
In Presence of:

[Signature]  
[Signature]

GEORGETOWN TOWNSHIP

By [Signature]  
Supervisor

By [Signature]  
Clerk

IN WITNESS WHEREOF, the city has executed this agreement this 11<sup>th</sup> day of February, 1975.

Signed, Sealed and Delivered  
In Presence of:

[Signature]  
[Signature]

CITY OF HUDSONVILLE

[Signature]  
Mayor

[Signature]  
Clerk

EXHIBIT A

RUSH CREEK SEWAGE DISPOSAL SYSTEM

Sewage Billing \_\_\_\_\_ through \_\_\_\_\_

I. TREATMENT

A. Hudsonville

Metered Flow at Hudsonville \_\_\_\_\_ Gal.  
Infiltration \_\_\_\_\_ Gal. x \_\_\_\_\_ Days \_\_\_\_\_ Gal.  
Hudsonville Total Flow \_\_\_\_\_ Gal.  
\_\_\_\_\_ M.G. @ \$ \_\_\_\_\_ = \$ \_\_\_\_\_

B. Georgetown

Metered Flow at Grandville \_\_\_\_\_ Gal.  
Hudsonville Total Flow \_\_\_\_\_ Gal.  
Georgetown Total Flow \_\_\_\_\_ Gal.  
\_\_\_\_\_ M.G. @ \$ \_\_\_\_\_ = \$ \_\_\_\_\_

II. INTERCEPTOR MAINTENANCE AND REPAIR

Labor \$ \_\_\_\_\_ Hudsonville \_\_\_\_\_% \$ \_\_\_\_\_  
Equipment \$ \_\_\_\_\_  
Materials \$ \_\_\_\_\_ Georgetown \_\_\_\_\_% \$ \_\_\_\_\_  
Total \$ \_\_\_\_\_

III. LIFT STATION MAINTENANCE AND REPAIR

A. Hudsonville 12th Ave. Lift Station (52%) \$ \_\_\_\_\_  
Hudsonville Lift Stations (100%) \$ \_\_\_\_\_  
Total \$ \_\_\_\_\_  
B. Georgetown 12th Ave. Lift Station (48%) \$ \_\_\_\_\_

IV. ELECTRIC POWER (12th Avenue Lift Station)

A. Hudsonville (52%) \$ \_\_\_\_\_  
B. Georgetown (48%) \$ \_\_\_\_\_

V. SEWAGE METER CALIBRATION AND REPAIR

A. Hudsonville \$ \_\_\_\_\_  
B. Georgetown \$ \_\_\_\_\_

VI. TOTAL BILLING

A. Hudsonville \$ \_\_\_\_\_  
B. Georgetown \$ \_\_\_\_\_

EXHIBIT B

RUSH CREEK SEWAGE DISPOSAL SYSTEM

BREAKDOWN OF INFILTRATION ON CONTRACT NO. 1 BETWEEN HUDSONVILLE & GEORGETOWN TOWNSHIP  
(in Gallons Per Day)

Section	Location	Allowable Leakage	Actual Leakage	% Hudsonville	% Georgetown	Hudsonville Share Leakage	Georgetown Share Leakage
A	Hudsonville City Limits to 2600' SW of Port Sheldon Road	1344	0	100	0	0	0
B	2600' SW of Port Sheldon Road to Port Sheldon Road	4080	1296	87.5	12.5	1134	162
C	Port Sheldon Road to 2700' NE	5064	80	61.5	38.5	49	31
D	2700' NE of Port Sheldon Road to North Drive	8928	7824	56.5	43.5	3403	4421
E	North Drive to 12th Avenue	2472	1584	52.3	47.7	828	756
F	12th Avenue to 8th Avenue Extended	5232	0	50.0	50.0	0	0
G	8th Avenue Extended to South Branch of Rush Creek	8880	4944	46.1	53.9	2279	2665
H	South Branch of Rush Creek to Baldwin Drive & Mill Street	16,512	8112	39.8	60.2	3229	4883
J	Baldwin Dr. & Mill St. to Grandville Sewage Treatment Plant	4872	3264	26.1	73.9	852	2412
TOTAL		57,384	27,104			11,774	15,330



EXHIBIT C

RUSH CREEK SEWAGE DISPOSAL SYSTEM  
INTERCEPTOR FLOW ALLOCATION

<u>Section</u>	<u>Location of Facility</u>	<u>Design Capacity</u>	<u>HUDSONVILLE</u>		<u>GEORGETOWN</u>	
			<u>Flow CFS</u>	<u>% of Design Capacity</u>	<u>Flow CFS</u>	<u>% of Design Capacity</u>
	<u>RUSH CREEK TRUNK</u>					
A	Hudsonville Metering Station to a point 2600' SW of Port Sheldon Street	3.5	3.5	100.0	0	0
B	From a point 2600' SW of Port Sheldon Street to Port Sheldon Street	4.0	3.5	87.5	0.5	12.5
C	From Port Sheldon Street to a point 2700' NE of Port Sheldon Street	5.7	3.5	61.5	2.2	38.5
D	From a point 2700' NE of Port Sheldon Street to North Drive	6.2	3.5	56.5	2.7	43.5
E	From North Drive to 12th Avenue	6.7	3.5	52.3	3.2	47.7
F	From 12th Avenue to 8th Avenue Extension	7.0	3.5	50.0	3.5	50.0
G	From 8th Avenue Extension to South Branch Rush Creek	7.6	3.5	46.0	4.1	54.0
H	From South Branch Rush Creek to Baldwin Drive	8.8	3.5	39.8	5.3	60.2
J	From Baldwin Drive to Grandville Sewage Treatment Plant	13.4	3.5	26.1	9.9	73.9