

BORDER SANITARY SEWER AND WATER SERVICE AGREEMENT

THIS BORDER SANITARY SEWER AND WATER SERVICE AGREEMENT dated as of Dec 14th, 2020 (the "Agreement"), by and between the **CITY OF HUDSONVILLE**, Ottawa County, Michigan, a Michigan municipal corporation (the "City"), and **GEORGETOWN CHARTER TOWNSHIP**, Ottawa County, Michigan, a Michigan charter township (the "Township" and along with the City the "Municipalities" or each individually a "Municipality").

RECITALS

A. Both the City and Township provide public water and sanitary sewer service to property and users within their respective boundaries.

B. From time to time best engineering practices dictate that property located at or near the boundary between the City and Township received public water and/or sanitary sewer services not from the Municipality in which it is located, but instead from the adjacent border Municipality.

C. Currently the City and Township have in place the following agreements where one Municipality provides public water and/or sanitary sewer service to property and users located in the other Municipality:

1. Water and Sewer Agreement Georgetown Charter Township and City of Hudsonville 40th Ave. and Barry St. dated May 1, 1977, as supplemented on May 12, 1980, and June 8, 1982, and amended on October 12, 1994 (the "1977 Agreement") providing that (x) the Township is to provide public water service to property and users along 40th Avenue located in the City (y) that the City is to provide public sanitary sewer service to property and users along 40th Avenue located in the Township and (z) that the City is to provide public water and sanitary sewer service to property and users located along Barry Street in the Township.
2. Sanitary Sewer Service Billing and Collection Agreement dated January 11, 2005 (the "2005 Agreement"), providing that the City is to provide public sanitary sewer service to property and users within the Unity Timbers Service Area identified on the attached Exhibit A and located in the Township.
3. Intergovernmental Utility Service Agreement dated August 13, 2015 (the "2015 Agreement"), providing that the Township is to provide public water and sanitary sewer service to property and users located on Lots 16 through 21 of the Apio Lake Site Condominiums identified on the attached Exhibit B and located in the City.

D. The City and Township desire to replace the 1977 Agreement, 2005 Agreement and 2015 Agreement with this Agreement in order to have a single agreement governing the provision of public water and/or sanitary sewer service from one Municipality to property and users in the other Municipality along or near the border of the Municipalities.

E. The City and Township further desire to provide in this Agreement for the potential future sharing of public water and sanitary sewer service along or near their shared border.

NOW, THEREFORE, in consideration of the terms and conditions in this Agreement and the benefits to be derived therefrom, receipt of which is severally acknowledged, the City and Township hereby agree as follows:

Section 1. Termination of the Prior Agreement. At 12:00 a.m. on the Effective Date (as identified in Section 10 hereof) of this Agreement, the 1977 Agreement, 2005 Agreement and 2015 Agreement shall terminate and public water and sanitary sewer service provided pursuant thereto shall thereafter be provided pursuant to the terms and conditions of this Agreement.

Section 2. Addition of Additional Properties and Users. Subject to the execution of an addendum to this Agreement by both Municipalities, additional property and users along or near the border between the City and Township may be subject to the terms and conditions of this Agreement.

Section 3. Connections to Water Main or Sewer Line. A property owner, not currently connected, but entitled to connect to a water main or sewer line pursuant to the terms of this Agreement or an addendum hereto executed by the Municipalities, shall make application to the Municipality that will provide the public water and/or sanitary sewer service and shall follow the same process a property owner within the Municipality is required to follow to obtain such service including meeting all applicable standards and specifications and paying all fees applicable to a property owner within the Municipality making a connection. When applying for service pursuant to the terms of this Agreement the property owner shall agree to comply with the terms and conditions of this Agreement. A Municipality will process applications from property owners located in the other Municipality in the same manner it processes applications from property owners within such Municipality.

Section 4. Maintenance and Repair Responsibilities. Maintenance and repair responsibilities for lines and mains other than the water and/or sanitary sewer laterals serving a property, shall be the responsibility of the Municipality providing public water and/or sanitary sewer service to the property. The water and sanitary sewer lateral maintenance and repair shall be the responsibility to the property owner receiving the service in accordance the policies and ordinances of the municipality providing the service.

Section 5. Prohibited Discharge into Sanitary Sewer System. Sanitary sewage which a Municipality prohibits the discharge of by ordinance, rule, regulation or order shall not be discharged into such Municipality's sanitary sewer system from a user or property owner located in the other Municipality. No storm water, roof drain, or water or surface footing drain water shall be permitted to enter the sanitary sewer system of a Municipality. For new connections to a sanitary sewer system of a Municipality, construction methods and materials used shall be such as to minimize other sources of ground water infiltration. A property owner or user connected to the sanitary sewer system of either Municipality pursuant to the provisions of this Agreement discharging sewage, waste or any materials in violation of this Agreement shall (i) pay for the repair of any damage to the sanitary sewer system of such municipality and/or the City of Grandville ("Grandville") sewer transport, treatment and disposal system caused by such discharge and (ii) pay any fines, charges or costs imposed upon the Municipality or Grandville because of such discharge. Each Municipality from which users and property owners within such Municipality discharge sanitary sewage to the sanitary sewer system of the other Municipality

shall adopt such ordinances as such other Municipality shall reasonably request to (a) assure compliance with the provisions of this Section 5 and (b) authorize such other Municipality to enforce such ordinances.

Section 6. Rates, Charges and Fees. Users located in one Municipality connected to the sanitary sewer and/or water line of the other Municipality shall pay to the other Municipality the same rates, charges and fees paid by the users within such other Municipality connected to such other Municipality's sanitary sewer system and/or water supply system. The Municipality that provides the water service shall be responsible to read the water meter of a user and shall bill such user for both water service and sanitary sewer service, even though such user may receive sanitary sewer service from the other Municipality. Such rates and charges collected from a user for sanitary sewer service shall be paid over to the other Municipality providing such service. Payments received shall be paid over to the other Municipality quarterly within 30 days of the end of each calendar quarter. A Municipality shall bill individually each user connected to the other Municipality's sanitary sewer system and/or water supply system in accordance with such other Municipality's applicable ordinances, rules, regulations and procedures. With respect to all such billings, the time limits for payment, discounts or penalties for early or late payment, the resolution of all disputes, disagreements or complaints, the testing of meters for accuracy and all other matters related to billing and collection, the users in the first Municipality connected to the sanitary sewer system and/or water supply system of the other Municipality shall be treated in the same manner as users within such other Municipality connected to the sanitary sewer system and/or water supply system.

Section 7. Restrictions on Sanitary Sewer and Water Services. In the event a Municipality is unable during a temporary period of scarcity or emergency to provide sanitary sewer service and/or water service to users of the service, both inside and outside the boundaries of the Municipality, in the quantity and/or capacity required, the quantity and/or capacity which the Municipality can provide shall be allocated insofar as practical during such period to all users, as applicable, in equitable proportions so that all users affected are subject to similar restrictions.

Section 8. Compliance with Ordinances, Rules, Regulations and Policies. Each user in a Municipality connected to the sanitary sewer system and/or the water supply system of the other Municipality shall comply with such other Municipality's uniform ordinances, rules, regulations and policies, including but not limited to, restrictions in the nature and quality of sewage, compliance with sanitary sewer industrial cost recovery and pretreatment, protection from water contamination, applicable cross-connection rules, payment of deposits, payment of user billings, charges on delinquent user accounts, termination of service and repairs. A Municipality shall adopt such ordinances as the other Municipality shall reasonably request to (i) ensure compliance with the provisions of this Section 8 and (ii) authorize such Municipality to enforce such ordinances.

Section 9. Collection of Delinquent Accounts. A Municipality shall have the ability to discontinue sanitary sewer service and/or water service to a user in the other Municipality connected to the sanitary sewer system and/or water supply system for nonpayment of applicable rates, charges and fees in accordance with the provisions of such Municipality's ordinances, rules, regulations and procedures applicable to users in such Municipality. In addition, a Municipality shall adopt an ordinance providing that upon request of the other Municipality, the Municipality

shall place a delinquent account of a user in such Municipality plus applicable penalties and interest as a lien upon the real property of the user as provided in Act 94 of the Public Acts of Michigan of 1933, as amended ("Act 94"). Such lien shall be collected by such Municipality in the same manner as the collection of delinquent *ad valorem* real property taxes. Upon receipt of such delinquent amount, including applicable penalties and interest, the Municipality shall pay such amount to the other Municipality providing sanitary sewer and/or water supply service. In the event, pursuant to Act 94 a tenant is a user in a Municipality receiving sanitary sewer service and/or water service and is responsible for the payment of rates, charges and fees and the Municipality has been so notified in writing, the Municipality providing such service shall render no further service until a cash deposit in the amount required by such Municipality's rules and regulations is made as security for the payment of such rates, charges and fees. If such deposit is made, the provisions of such Municipality's rules and regulations shall apply and any delinquent amounts including applicable penalties and interest shall not be a lien upon the property occupied by the user.

Section 10. Effective Date and Term. This Agreement shall be effective for an initial term of 30 years commencing from the date set forth in the first paragraph of this Agreement. Not more than 120 days and not less than 45 days prior to each successive 5-year anniversary date of this Agreement, the City and the Township agree to consider the approval of a 5-year extension of the term of this Agreement on the same terms and provisions or other mutually agreeable terms and provisions.

Section 11. Notices. All notices required or permitted under this Agreement shall be in writing and deemed given upon personal delivery or two business days after being mailed postage prepaid in the United States, mail to the party to be notified at the addresses set forth below or such other address as the party shall have directed by notice to the other party:

If to City:

City of Hudsonville
3275 Central Blvd
Hudsonville, Michigan 49426
Attention: City Manager

If to Township:

Georgetown Charter Township
1515 Baldwin Street
P.O. Box 769
Jenison, Michigan 49429-0769
Attention: Superintendent

Section 12. Exhibits. Exhibits A and B attached hereto are incorporated here as though fully stated herein.

Section 13. Assignment. This Agreement and all rights and obligations hereunder shall not be assignable unless the parties hereto agree in writing to such assignment.

Section 14. Waiver. The waiver of either 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 15. Governing Law. This Agreement shall be governed by the laws of the State of Michigan.

Section 16. Enforcement by 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 by the terms of this Agreement and no other person shall have the right to enforce any provisions contained herein.

IN WITNESS WHEREOF, the City and the Township have caused this Agreement to be signed by their duly authorized officers all as of the day and year first written above.

CITY OF HUDSONVILLE

By: Mark Northrup
Mark Northrup
Mayor

Attest: Diana VanSlyke
Diana VanSlyke
City Clerk

**GEORGETOWN CHARTER
TOWNSHIP**

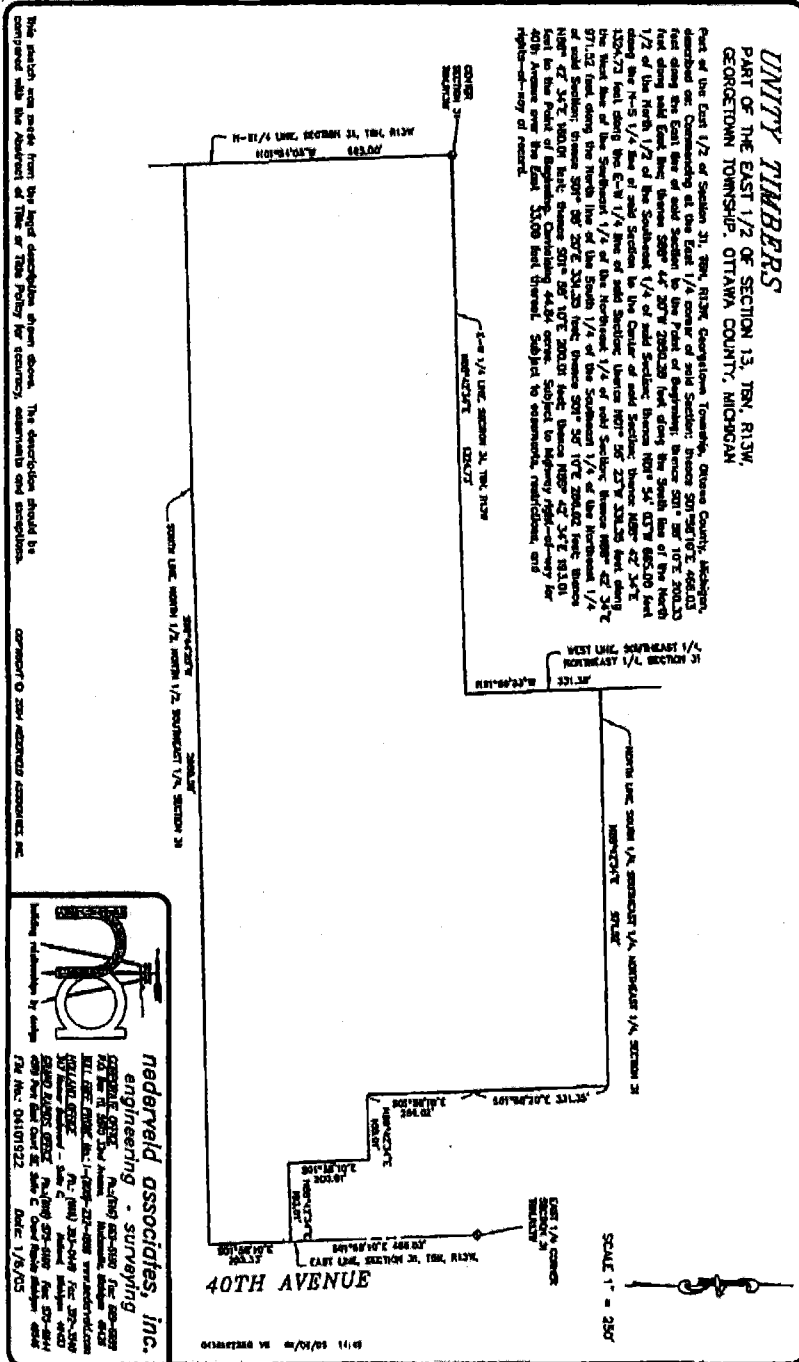
By: James Wierenga
James Wierenga
Supervisor

Attest: Ryan Kidd
Ryan Kidd
Township Clerk

EXHIBIT A

Unity Timbers Service Area

EXHIBIT A
Unity Timbers Service Area



This sketch was made from the legal description shown above. The description should be compared with the Abstract of Title or Title Policy for accuracy, amendments and exceptions.

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Nedderfeld Associates, Inc.
 engineering • surveying
 GENERAL OFFICE: 1400 N. 10th Street, Muskegon, Michigan 49443
 TEL: (231) 725-3300 FAX: (231) 725-3301
 MOBILE OFFICE: 1400 N. 10th Street, Muskegon, Michigan 49443
 TEL: (231) 725-3300 FAX: (231) 725-3301
 6000 Newland Court SE, Salem, Oregon 97302
 TEL: (503) 325-4800 FAX: (503) 325-4800
 6000 Newland Court SE, Salem, Oregon 97302
 TEL: (503) 325-4800 FAX: (503) 325-4800
 Date: 1/6/05
 File No.: 04101922

EXHIBIT B

Lots 16 through 21 of Apio Lake Site Condominium

