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RUSH CREEK SEWAGE DISPOSAL SYSTEM CONTRACT

THIS CONTRACT, made and entered into as of this 1st day of November, 1967, by and between the COUNTY OF OTTAWA, a Michigan county corporation (hereinafter referred to as the "County"), party of the first part, and the TOWNSHIP OF GEORGETOWN and CITY OF HUDSONVILLE, being a city and a township corporation located in the County of Ottawa, Michigan (hereinafter referred to as the "Municipalities"), parties of the second part;

W I T N E S S E T H:

A. WHEREAS, it is immediately necessary and imperative for the public health and welfare of the present and future residents of the above city and township that adequate and proper sewage disposal facilities be acquired and constructed to serve said Municipalities or parts thereof lying within the district hereinafter described; and

B. WHEREAS, the City of Hudsonville desires to provide storm sewers and sanitary sewers and sewage disposal services to its residents by the location and construction of a sanitary sewage collection system and a storm sewer system and a sanitary sewage interceptor to provide and obtain transportation to and use of a sewage treatment facility, substantially as set forth on Exhibits "A-1", "A-2" and "A-3" attached hereto and by this reference made a part hereof, which sanitary sewage collection facilities and storm sewers, Exhibit A-1 and A-2, and transportation sewer to a sewage treatment facility, Exhibit A-3, are all urgently needed for reasons of public health and will serve all of the areas in the City of Hudsonville; and

C. WHEREAS, the Township of Georgetown desires to provide sewers and sewage disposal services to certain of its residents by the location and construction of a sewage collection system and of sewers to transport sewage to a sewage treatment facility substantially as set forth on Exhibit "A-3" attached hereto and by this reference made a part hereof, which sewage collection and transportation facilities are urgently needed for reasons of public health and will serve the areas in the township shown on said Exhibit "A-3"; and

D. WHEREAS, the County of Ottawa has heretofore established the OTTAWA COUNTY WATER SUPPLY AND SEWERAGE AND SEWAGE DISPOSAL SYSTEM pursuant to Act No. 342 of Michigan Public Acts of 1939, as amended (herein referred to as the "Act") to provide water supply and sewage disposal services to units of government in the county; and

E. WHEREAS, by resolution of the Ottawa County Board of Supervisors the Board of County Road Commissioners (hereinafter sometimes designated "County Agency") is designated as the agency of the county in connection with the establishment, maintenance and operation of said System and as the person to have supervision and control of the management and operation of the same; and

F. WHEREAS, said Act authorizes a county to acquire sewage disposal systems as defined in said Act and to improve, enlarge, extend and operate such systems; and

G. WHEREAS, by the terms of said Act the County Agency and the Municipalities are authorized to enter into a contract for the acquisition, construction and financing of the sewage disposal

system and for the payment of its share of the cost thereof by each of the Municipalities, with interest, in annual installments for a period not exceeding forty (40) years, and the County is then authorized, pursuant to appropriate action of its board of supervisors, to issue its bonds to provide the funds therefor, secured primarily by the full faith and credit contractual obligations of the Municipalities, and secondarily by the full faith and credit pledge of the County, if duly authorized by proper resolution of its board of supervisors; and

H. WHEREAS, it appears most practical and desirable for the County of Ottawa acting through its Board of County Road Commissioners under said Act 342, to acquire the said sanitary sewage collection facilities and storm sewers and the transportation interceptor to the sewage treatment facility of the City of Grandville in Kent County to serve the said areas in the City of Hudsonville and Township of Georgetown and to finance the cost of the same by the issuance of bonds in anticipation of the collection of amounts to become due under a contract between said Ottawa County and the city and township whereby the city will agree to pay the cost of the acquisition of said sanitary sewage collection and storm sewer facilities to be located in the city and whereby said facilities will be operated and maintained by said county to serve the city, and said transportation interceptor will serve the city and the township which said interceptor traverses and the city and township will each pay its share of the cost thereof; and

I. WHEREAS, said Act provides, in the opinion of the Municipalities and the County, the fairest and most equitable means of acquiring the sewers and sewage disposal improvements and

facilities comprising the system which are so vitally necessary for the public health and welfare of the residents of the county within the district to be served, at the most reasonable cost; and

J. WHEREAS, the County, through the agency of the Board of County Road Commissioners, has caused maps and preliminary plans and designs and an estimate of cost of the Rush Creek System, to be prepared by Williams & Works, registered professional engineers of Grand Rapids, Michigan (hereinafter sometimes referred to as the "Consulting Engineers"), and has filed the same with its board of supervisors; and

K. WHEREAS, in order to issue such bonds it is necessary that the County and said Municipalities enter into a contract as provided in the Act; and

L. WHEREAS, it is also necessary for the County Agency and said Municipalities to contract relative to the operation and maintenance of said Rush Creek System;

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

1. The County and the Municipalities approve the establishment of a sewage disposal system in the County of Ottawa, under the provisions of Act 342, Public Acts of Michigan, 1939, as amended, to be known as the "Rush Creek Sewage Disposal System" to consist of a sanitary sewage collection system and a storm sewer system in the City of Hudsonville as shown on Exhibits A-1 and A-2 hereto and a sanitary sewage interceptor to serve said city and Township of Georgetown as shown on Exhibit A-3 hereto (herein called the "Rush Creek System") which will be adequate to collect and transport for

treatment all sanitary sewage originating in the area to be served thereby, which area shall consist of the following:

<u>Municipality</u>	<u>Area to be Served</u>
1. Township of Georgetown	All those parts of the township lying southerly and westerly of the Grand River and Kenowa Avenue, except for the incorporated portions thereof, and except Sections 4 thru 8 and 17 and 18 in Town 6 North, Range 13 West and except Sections 31 thru 33 in Town 7 North, Range 13 West.
2. City of Hudsonville	Entire City.

which area is shown on the maps hereto attached marked Exhibits A-1, A-2 and A-3 and made a part hereof and shall be designated hereby and herein as the Rush Creek Sewage Disposal District, (herein sometimes called the "Rush Creek District").

The sewer and sewage disposal improvements and facilities constituting the Rush Creek System are also delineated and shown on the maps hereto attached and marked Exhibits A-1, A-2 and A-3, and shall consist of the improvements and facilities described on Exhibit "B" attached hereto and made a part hereof.

2. The County and the Municipalities hereby approve the estimate of fifty (50) years and upwards as the period of usefulness of the Rush Creek System as prepared by the Consulting Engineers. The acquisition, construction and financing of said Rush Creek System is hereinafter sometimes referred to collectively as the "Project". The County and the Municipalities hereby approve the estimate of cost of said sewage disposal facilities described in paragraph 1 above as set forth on Exhibit "B" attached hereto and made a part hereof.

3. After the execution of this contract by the County and the Municipalities, the County Agency shall take the following steps:

- (a) Order final plans and specifications for the project from the Consulting Engineers.
- (b) Submit to the Board of Supervisors of Ottawa County a resolution, duly approved and recommended by the County Agency, providing for the issuance of one or more series of bonds in the aggregate principal amount of the present estimated cost of the project or such different amount reflecting any revision in the estimate of cost or any moneys received by virtue of Federal grants prior to the sale of bonds, maturing serially as authorized by law, over a period of approximately forty (40) years, which bonds will be secured primarily by the payments hereinafter provided to be made by the Municipalities, to the making of which payments their respective full faith and credit is hereby pledged and, in addition, if the Board of Supervisors so affirmatively votes, there will be pledged in payment of said bonds the full faith and credit of the County of Ottawa.
- (c) After the Board of Supervisors of Ottawa County has adopted the bond resolution, the County Agency will instruct the Consulting Engineers to bring plans to final completion and thereupon will take all necessary procedures to obtain the approvals necessary to the issuance of the bonds by the Municipal Finance Commission of

the State of Michigan, obtain construction contracts with the lowest responsible bidders, and sell and deliver the bonds in manner authorized by law.

4. It is understood and agreed by the parties hereto that the Rush Creek System is to serve the Municipalities and not the individual property owners and users thereof, unless by special agreement between the County Agency, and the Municipality in which the property is located. The responsibility of collecting sewage and delivering same to the sanitary sewage interceptors of the Rush Creek System shall be that of the several Municipalities which shall cause to be adopted the necessary ordinances, resolutions and regulations concerning connection to and payment for use of the Rush Creek System and concerning construction of additional sewers to serve areas not contiguous to facilities of the Rush Creek System.

5. The facilities of the Rush Creek System are designed to accept a maximum rate of flow from each of the Municipalities as specified in the schedule attached hereto and marked Exhibit "C", and each of such Municipalities shall be limited in the various parts of the District to the specific maximum rate of flow limited to each by said schedule, provided that the main interceptors and branches are designed to provide maximum land coverage without regard to boundaries of the various Municipalities to this agreement and each municipality does hereby grant to the other municipality, a party to this agreement, the irrevocable right to enter upon the territory of the other to permit connection to the Rush Creek System if in the opinion of the County Agency such connection will not impair the future unused capacity herein allocated to the municipality

in whose territory such main interceptor or branch is located.

Provided further that it is understood and agreed that the contractual right of the County to use of the City of Grandville treatment plant is based upon a capacity sufficient to adequately treat the initial load and the anticipated load for several years thereafter but is not necessarily adequate to treat the main interceptor and branch flow allocated to both Municipalities if such Municipalities shall all require maximum flow capacity and the City of Grandville increases its use of the facilities. Each municipality shall further be limited to the flow capacity acquired for such municipality in the treatment plant as set forth in Exhibit "C" attached hereto. In addition to right of assignment of maximum allocated rate of flow (c.f.s.) in either treatment plant or main interceptors and branches or both as set forth in paragraph 14 hereof, any municipality may, by request to the County, at any time, purchase additional flow capacity in the Grandville treatment plant not in excess of its flow capacity in main interceptors and branches by paying through the County the cost of expansion of the Grandville treatment plant which plant is specifically designed to permit continued expansion as additional capacity shall be required. Any such expansion shall be contracted for by the County Agency and this right herein provided is specifically made subject to the pertinent terms and provisions of the contract between the County and the City of Grandville which contract the Municipalities have heretofore examined and accepted and approved.

The County Agency will take such action as is necessary to enforce the maximum allocated flow limitations, including prohibiting the use of any of the facilities of said Rush Creek

System in excess of said specific limitations.

6. No change in the jurisdiction over any territory in any municipality which is a party to this contract shall in any manner impair the obligations of this contract insofar as the obligation to levy a tax upon the taxable property in such territory is concerned. In the event all or any part of the territory in which any facilities of the Rush Creek System is located of any municipality which is a party to this contract is incorporated as a new city or is annexed to or becomes a part of the territory of another municipality, the municipality into which such territory is incorporated or to which such territory is annexed, shall assume as a condition to the use of such facilities the proper proportionate share of the contractual obligations and maximum rate of flow (c.f.s.) of the municipality from which such territory is taken, based upon a division determined by the County Agency, who shall make such determination after taking into consideration all factors necessary to make the division equitable, and in addition shall, prior to such determination, receive a written recommendation as to the proper division from a committee composed of one representative designated by the governing body of the municipality from which the territory is taken, one designated by the governing body of the new municipality or the municipality annexing such territory, 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 engineer third member. If any municipality shall fail to appoint its representative within the time above provided, then the County Agency may proceed without said re-

commendation. If the committee shall not make its recommendation within forty-five (45) days after its appointment or within any extension thereof by the County Agency, then the County Agency may proceed without such recommendation. The foregoing provision is deemed an essential element of the financial and operating integrity of the Rush Creek System and an important part of the security for the bonds issued by the County to finance acquisition of said System and shall be binding on all successors or assigns of the rights or duties of either of the Municipalities for the county.

7. The term "cost" as used herein shall be construed to include the cost of all physical structures, the acquisition of property for sites and rights-of-way (including consequential and abuttal damages, if any, and interest on awards), the acquisition of all labor and materials necessary to acquire and construct the project, engineering and legal fees, administration expenses during the period of construction, financing costs, a reasonable amount for contingencies, interest on bonds to be issued therefor for a period not exceeding two (2) years from date of bonds, and any other costs incident to the acquisition and financing of the project, as set forth on Exhibit "B" hereto, or any revision thereof including changes in any of said items described above.

8. The cost of the proposed facilities in the Rush Creek District is hereby allocated among all of the Municipalities in the percentages set forth on Exhibit "C" hereto.

The cost of the facilities in the Rush Creek District will be represented by one or more series of bonds to be designated Ottawa County Sewage Disposal Bonds - Rush Creek System (hereinafter

sometimes referred to as the "bonds"), to be issued by the County in the aggregate principal amount of the cost of said new facilities as determined or estimated at the time of such issuance less the amount of any prepayment, Federal grants or other advances. Each of said Municipalities herein covenants and agrees to pay its proportionate share of the principal of and interest on said bonds so issued plus paying agent fees and other expenses for payment and administration of the bonds, which proportionate share shall be determined by applying to the payments of bond principal and interest becoming due as hereinafter provided, the percentages set forth in Exhibit "C".

Immediately upon the issuance of said bonds by the County to finance the cost of the facilities of the Rush Creek System, the County Agency shall notify each of the Municipalities above listed, by written communication addressed to their respective treasurers, of the schedule of payments of the principal of and interest thereon, the proportionate share thereof to be paid by each of the Municipalities, and the amount of such proportional annual payments including bond fees and expenses to be made by each of said Municipalities in accordance with the percentages specified above. Each of said Municipalities hereby covenants and agrees, not less than thirty (30) days prior to the due date of any principal of or interest on such bonds, to remit to the County Agency sufficient funds to meet its proportionate share of said payments in full.

If either of the Municipalities should pay its share of the cost of said facilities of the Rush Creek System, or any portion thereof, prior to the issuance of the bonds, then all percentages shall be adjusted accordingly so that when applied to the principal

of the bonds issued, such percentages after taking into consideration advance payments, will reflect the division of the cost of said System as herein provided. Any municipality may pay in advance of maturity all or any part of an annual installment due the County on the bonds, by surrendering to the County bonds issued hereunder of a like principal amount maturing in the same calendar year, with all future due interest coupons attached thereto.

9. In the event that either municipality shall fail for any reason to pay to the County Agency at the times specified, the amounts herein required to be paid, the County Agency shall immediately notify, in writing, both the County Treasurer of the County of Ottawa and the governing body of such municipality of such default and the amount thereof, and if such default is not corrected within ten (10) days after such notification, the County Treasurer or other county official charged with disbursement to such municipality of funds derived from the state sales tax levy under the provisions of Act 167, Public Acts of Michigan, 1933, as amended, and returnable to such municipality pursuant to the Michigan Constitution, is by these presents specifically authorized by such municipality to withhold sufficient funds derived from such sales tax levy and returnable to such municipality as may be in default, but not in an amount in any year in excess of 25% of the amount of default in that year, and to pay said sums so withheld to the County Agency to apply on the obligation of such defaulting municipality as herein set forth. Any such moneys so withheld and paid shall be considered to have been returned to such municipality within the meaning of the Michigan Constitution, the purpose of this provision being solely to voluntarily authorize the use of such funds to meet past due obligations of the Municipalities to which said moneys are

owed. In addition to the foregoing, the County Agency shall have all other rights and remedies provided by law to enforce the obligations of the Municipalities to make payments in the manner and at the times required by this contract. It is specifically recognized by each of the Municipalities that the payments required to be made by it pursuant to the terms of this contract are to be pledged for the payment of the principal of and interest on bonds to be issued by the County, and each of the Municipalities covenants and agrees that it will make its required payments to the County Agency promptly and at the times herein specified, without regard as to whether the project herein contemplated is actually completed or placed in operation.

10. If either municipality shall fail to make any of its debt service payments as required by the provisions of paragraph 8 of this contract, when due, the amount thereof shall be subject to a penalty of one-half of one per cent ($1/2$ of 1%) for each month or fraction thereof that the same remains unpaid after the due date.

11. The proceeds of sale of the bonds shall be used solely and only to pay costs of the Rush Creek System and after completion thereof and payments of costs in connection therewith, any surplus remaining from the sale of the bonds shall be (1) used to purchase the bonds on the open market or (2) retained by the County Agency as a reserve for payment of the bond principal and interest maturities next falling due, and in such event the contract obligation of each municipality in respect to such bonds or such maturities shall be reduced by its percentage (as specified in paragraph 8 of this contract), of the principal amount of bonds so purchased or of said reserve, said reduction in case of the purchase

of bonds, to be applied as to year, in accordance with the year of the maturity of the bonds so purchased. Any bonds so purchased shall be cancelled.

If the proceeds of the sale of the original bonds are for any reason insufficient to complete the Rush Creek System in accordance with the plans and specifications therefor, the County Agency shall, if necessary, submit to the Board of Supervisors of Ottawa County a resolution providing for the issuance of additional bonds in an amount necessary to complete said System in which event the duties and obligations of the County Agency and the Municipalities as expressed and set forth in paragraph 3 and 8 of this contract shall be applicable to such additional issue of bonds as well as the original issue, it being at all times fully recognized and agreed that the payments to be made by the Municipalities in the proportions and in the manner specified in paragraph 8 of this contract, shall be based upon the cost of the Rush Creek System. In lieu of the issuance of such additional bonds, any other method may be agreed upon by the County and the Municipalities to provide the necessary funds to complete said new System.

12. Each municipality which is a party to this contract, pursuant to the authorization of Act 342, Public Acts of 1939, as amended, does hereby pledge its full faith and credit for the prompt and timely payment of its obligations expressed in this contract and shall for each year, commencing with the first year obligations shall become due hereunder, levy a tax in an amount which, taking into consideration estimated delinquencies in tax collections, will be sufficient to pay its obligations under this contract becoming due before the time of the following year's tax collections:

PROVIDED, HOWEVER, that if at the time of making such annual tax levy there shall be other funds on hand earmarked and set aside for the payment of such contractual obligations falling due prior to the next tax collection period, then the annual tax levy may be reduced by such amount. Such other funds may be raised in any manner permitted by law.

13. This contract is contingent upon the County issuing its negotiable bonds, as set forth in subdivision (b) of paragraph 3 and paragraph 11 of this contract, to defray the estimated cost of the project, which bonds shall be issued under the authorization provided under said Act 342, Public Acts of Michigan, 1939, as amended.

14. The County, subject to the terms of this contract, shall operate and maintain said Rush Creek System and, upon completion of the project, shall accept for transportation and/or disposal the sewage from the area to be served. Each of the Municipalities shall, however, be limited in its use by the maximum rate of flow specified in paragraph 5 and Exhibit "C" of this contract, and after such maximum rate of flow has been reached by such municipality, the County shall permit no new lateral sewer of that municipality to be connected to the sanitary sewers of the Rush Creek System, or to any sewer connected directly or indirectly to the sanitary sewers of such System. Any municipality which is a party to this contract may by agreement with any other municipality which is a party to this contract assign any part of its allocated maximum rate of flow (c.f.s.) to such other municipality upon such terms and conditions as may be agreed upon, and subject to the approval of the County Agency, provided, however, that such assignment and agreement shall in no way

affect, change or in any way diminish the obligations of either of such Municipalities as set forth in this contract.

15. In addition to the payment of the obligations for the capital cost of the project as heretofore specified in this contract, each of the Municipalities shall pay to the County such charges for sewage disposal services as shall be established by the County Agency from time to time, which charges shall be sufficient to provide:

- (a) For all costs of operating and maintaining the Rush Creek System.
- (b) For the establishment and maintenance of reserve funds in such amounts as shall be determined by the County Agency for the maintenance, repair and replacement of the physical assets of the Rush Creek System.
- (c) For any other necessary and proper costs and expenses relating to the Rush Creek System.

16. The Municipalities agree to pay the County such charges as shall be sufficient to provide funds to meet the obligations expressed in paragraph 15 above and rates shall be fixed for this purpose from time to time by the County Agency in accordance with the provisions of this agreement and the Act. Such rates shall be subject to review as provided by law. The obligation of the County to establish and maintain charges and of the Municipalities to pay charges for the purposes set forth in sub-paragraphs (a) and (b) of paragraph 15 above are hereby declared to pertain to the security of the bonds to be issued pursuant to this contract.

17. The charges for sewage disposal services shall be

payable monthly or quarterly as shall be determined by the County Agency in accordance with a schedule of rates and charges promulgated from time to time by the County Agency, which rates and charges may be based upon water consumption or upon estimates of the quantity of sanitary sewage emanating from particular parcels of land as the County Agency may deem appropriate and shall include the amounts to be paid to the City of Grandville for sewage treatment as provided in the contract with the County. If any municipality does not pay its sewage disposal service charge on the date when the same becomes due, then there shall be added to such charge a penalty of one per cent (1%) for each month or fraction thereof for which the same remains unpaid. The payment of such sewage disposal service charges by each municipality shall be the general obligations of such municipality and the County Agency shall have the right to utilize any method permitted by law or by this contract for the collection of charges due the county under this contract.

18. Each of the Municipalities reserves the right to establish rates to be collected from its individual users in an amount sufficient to pay its sewage disposal service charges to the County when due. Such rates may be fixed and established in such amount as will produce additional moneys for such municipality to be used for any lawful purposes pertaining to sewage disposal or to sewage disposal and water supply in event of a joint municipal system.

All connections to the sanitary sewer interceptors of the Rush Creek System made during construction of the project, or after the completion thereof, shall be made by the customer so connecting at its expense after first securing a permit therefor from the

County Agency. No municipality, under this contract, shall construct or permit the construction of any sanitary sewer in the area to be served by the Rush Creek System, which does not connect directly or indirectly to said System, or construct or permit the construction of any sewage treatment plant or facility within such area without the approval of the County Agency.

19. The County Agency shall establish general regulations controlling the specifications for construction of mains and laterals discharging into the Rush Creek System and controlling the discharge of sewage into the said System. Each of the Municipalities expressly agrees that, except as permitted by such regulations, no storm water sewers nor other non-acceptable waste shall be connected directly to the sanitary sewers of the Rush Creek System, or to any sanitary sewers connected, directly or indirectly, to the sanitary sewers of said System. All plans and specifications for construction of mains and lateral sewer lines proposed to discharge into the Rush Creek System shall prior to commencement of construction be submitted to the County Agency for approval and no such construction shall commence until such plans and specifications shall be endorsed "Approved" by the County Agency. If construction of such mains and lateral sewer lines shall not be done through the office of the County Agency, then the construction shall be periodically inspected by the County Agency during construction in accordance with regulations for inspection to be established by the County Agency. Failure to obtain approval of plans and specifications or construction shall permit the County Agency to prohibit connection to the Rush Creek System, or to disconnect if connection shall be made. The County Agency does expressly agree that it will prohibit the entry of any storm waters or other non-acceptable waste into the Rush Creek

System coming from sewers or other systems under the control of any public corporation or agency thereof, and that it assumes all responsibility for policing said system so as to prevent the entry of storm waters into the said system.

20. The County Agency shall have the right to deny the use of the sanitary sewer interceptors of the Rush Creek System to any municipality which shall be delinquent for a period of ninety (90) days in the payment of any of the payments or charges due from it to the County while such delinquency continues. The foregoing may be accomplished by blocking off the sewers discharging sewage directly or indirectly, into said System, or by any other lawful means.

21. Each municipality shall be responsible for the character of the sewage originating therein and shall comply with the County Agency's standards and regulations controlling the discharge of industrial and/or commercial type wastes into the Rush Creek System. If the character of sewage contributed from any municipality shall be such that it imposes an unreasonable additional burden upon said System, then an additional charge shall be made over and above the regular service charged, or it may be required that such sewage be treated before being emptied into the Rush Creek System, or the right to empty such said sewage into the said System may be denied, if necessary, for the protection of the said System or the public health or safety.

22. The County and the Municipalities each recognize that the holders from time to time of the bonds issued by the County under the provisions of said Act 342, Public Acts of Michigan, 1939, as amended, and secured by the full faith and credit pledges of the

Municipalities to the making of their proportionate payments as set forth in this contract, will have contractual rights in this contract and it is therefore covenanted and agreed by each of them that so long as any of said bonds shall remain outstanding and unpaid, the provisions of this contract shall not be subject to any alteration or revision which would in any manner affect either the security of the bonds or the prompt payment of principal or interest thereon. The Municipalities and the County Agency further covenant and agree that they will each comply with their respective duties and obligations under the terms of this contract promptly, at the times and in the manner herein set forth, and will not suffer to be done any act which would in any way impair the said bonds, the security therefor, or the prompt payment of principal and interest thereon. It is hereby declared that the terms of this contract insofar as they pertain to the security of any such bonds, shall be deemed to be for the benefit of the holders of said bonds.

23. It is understood that the bonds to be issued by the County in anticipation of the payments to be made by the Municipalities hereunder shall be callable in advance of maturity as a whole upon the payment of principal and accrued interest and a premium in accordance with a schedule to be set forth in the bonds. This right of the County to call the bonds as a whole shall become effective on and after a date to be determined by the County Agency and set forth in the bonds. The Municipalities may, on or after such date, acting together, pay to the County the full amount required to call all outstanding bonds, including principal, interest and premium and paying agent charges and advertising costs, in which event the County Agency shall call the bonds at the earliest possible time in accordance with the terms thereof. Upon the call of said bonds

and the payment by the Municipalities to the County as required therefor, the obligation of the Municipalities to make payment to the County of their respective portions of the cost of the Rush Creek System represented by bonds issued by the County shall terminate.

24. This contract shall become effective upon its execution by all the parties hereto. Thereafter this contract shall be in full force and effect until January 1, in the year 2007. It shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Nothing herein contained, however, shall require the County to construct and operate the project if it is unable to sell bonds to finance the same. This contract may be executed in any number of counterparts.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed and delivered, by their respective duly authorized officers, all as of the day and year first above written by executing the same on the date set beside the signature line of each signature.

Executed at City of Grand Haven,
in Ottawa County, Michigan, on
the 2nd day of May,
A.D. 1968.

COUNTY OF OTTAWA
by its Board of County Road
Commissioners

By [Signature]
Chairman

By [Signature]
Member

By [Signature]
Member

Executed at Township of George-
town, in Ottawa County, Michigan,
on the 19th day of April,
A.D. 1968.

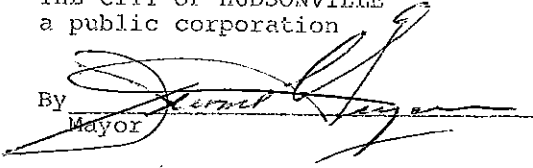
THE TOWNSHIP OF GEORGETOWN
a public corporation

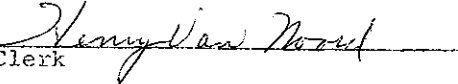
By [Signature]
Supervisor

By [Signature]
Clerk

Executed at City of Hudsonville,
in Ottawa County, Michigan, on
the 9th day of April,
A.D. 1968.

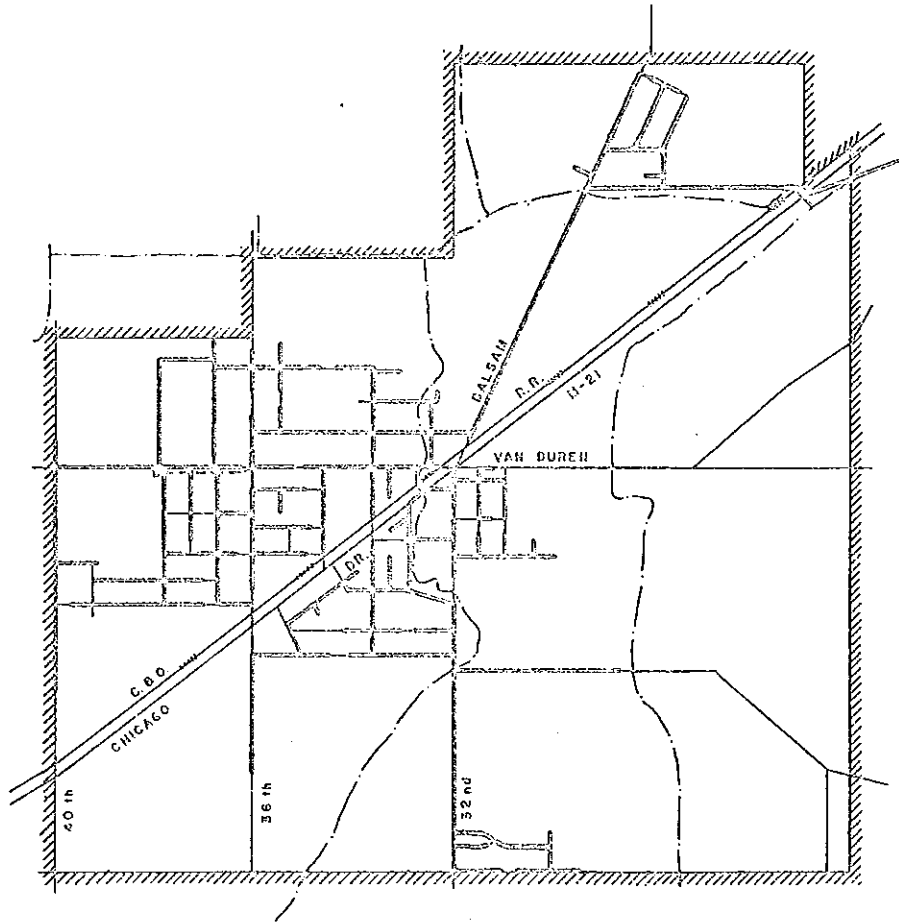
THE CITY OF HUDSONVILLE
a public corporation

BY 
Mayor

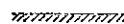
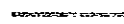
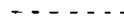

BY 
Clerk

HUDSONVILLE SANITARY SEWERS

OTTAWA COUNTY, MICHIGAN

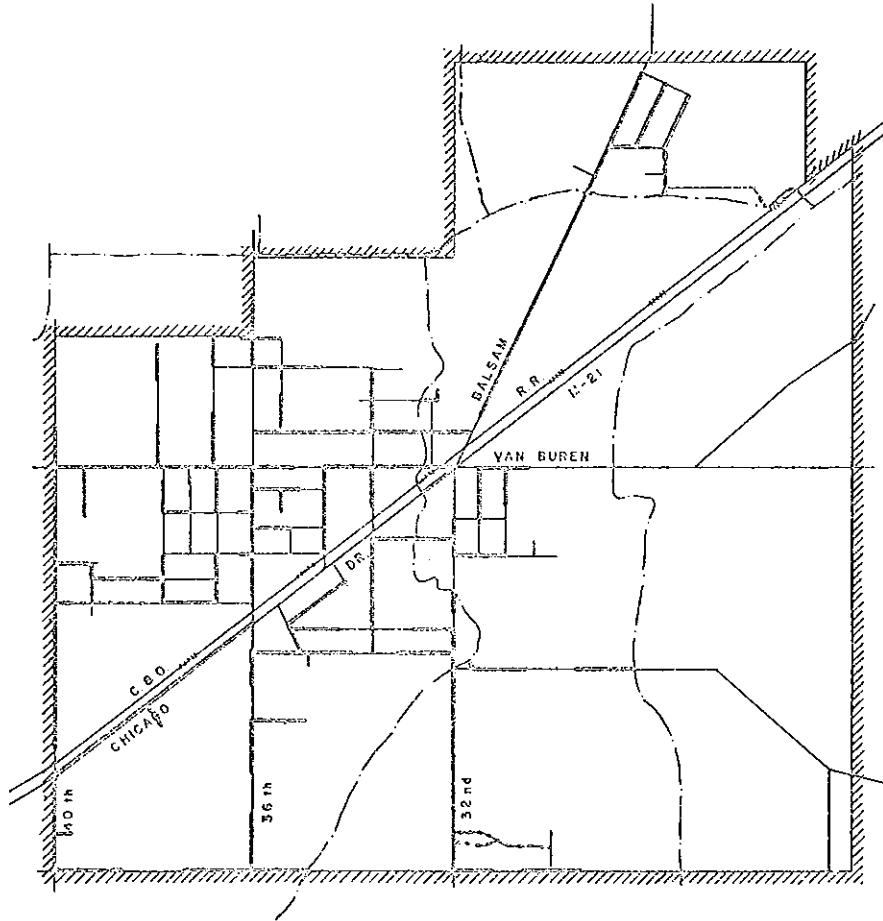


LEGEND

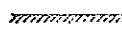


-  CITY LIMITS
-  SANITARY SEWERS
-  FORCE MAIN
-  LIFT STATION

HUDSONVILLE STORM SEWERS

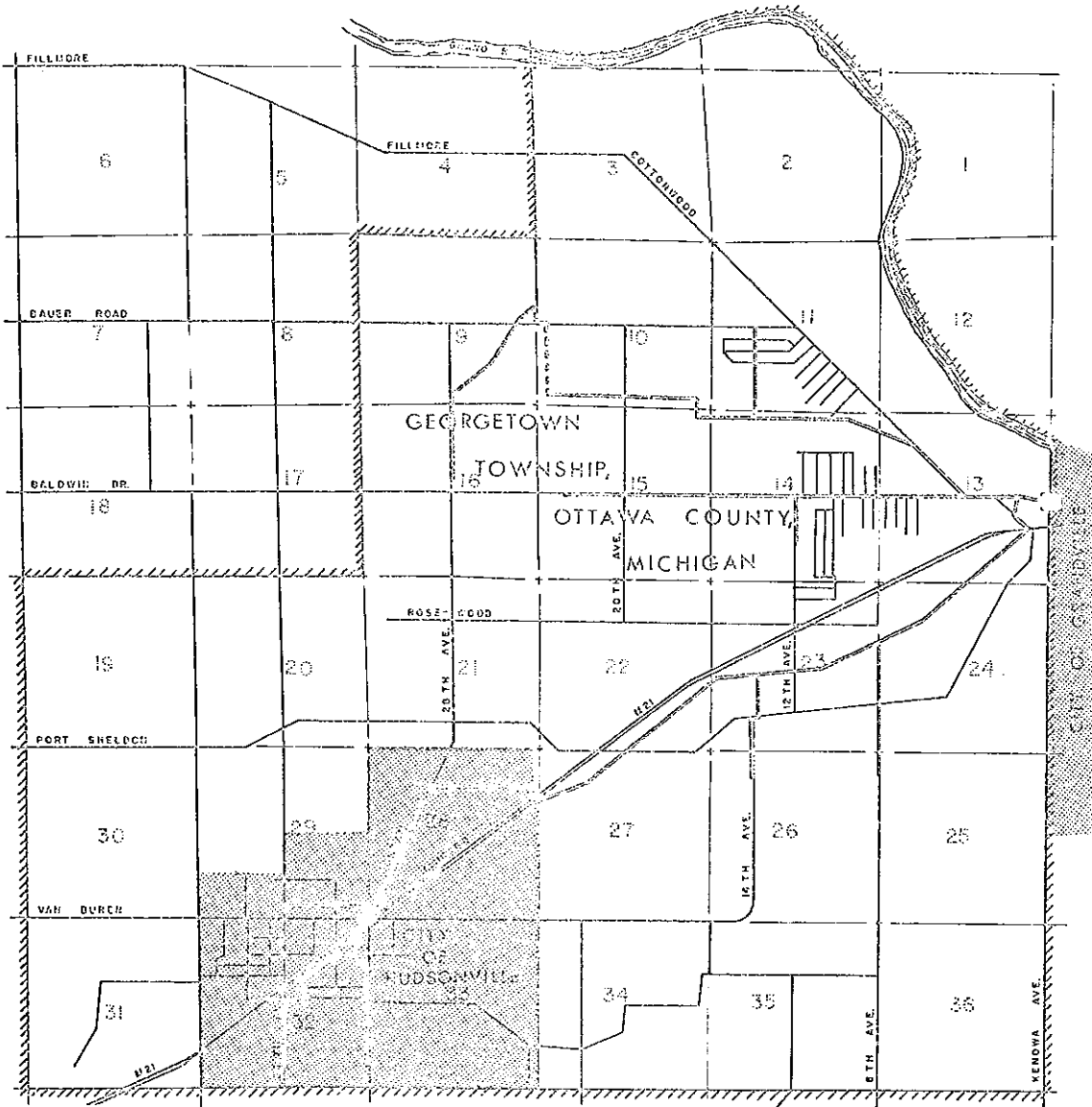
OTTAWA COUNTY, MICHIGAN



LEGEND

-  CITY LIMITS
-  STORM SEWERS
-  EXIST STORM SEWERS

RUSH CREEK SANITARY SEWER DISTRICT



LEGEND

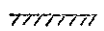

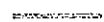
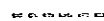
-  District Boundary
-  Metering Station and Point of Connection to Grandville System
-  Sanitary Trunk Sewer
-  Force Main

EXHIBIT B-1

CITY OF HUDSONVILLE SANITARY SEWERS

OTTAWA COUNTY, MICHIGAN

A. PROPOSED CONSTRUCTION

I. SEWER

57,300 ft. of 8" @ \$10.50	\$600,000
9,300 ft. of 10" @ \$11.50	107,000
2,300 ft. of 12" @ \$13.00	30,000
4,500 ft. of 15" @ \$15.00	68,000
3,200 ft. of 18" @ \$19.00	<u>60,000</u>

SUB-TOTAL, SEWERS \$865,000
(Includes manholes, wyes, pavement replacement)

II. HOUSE SERVICES

30,000 ft. of 6" @ \$5.00 \$150,000

III. LIFT STATIONS

1 at \$20,000 \$20,000

IV. FORCE MAIN

1,200 ft. of 8" @ \$5.00 \$6,000

TOTAL CONSTRUCTION COST \$1,041,000

EXHIBIT B-1 (Continued)

B. SUMMARY OF PROJECT COSTS

Proposed Construction	\$1,041,000
Construction Contingencies	104,000
Engineering, Plans and Specifications	55,000
Engineering, Inspection	35,000
Land	5,000
Capitalized Interest (1 year)	65,000
Publishing cost, Notice and Bonds	2,000
Bond Attorney	7,000
Financial Consultant	3,000
Administrative Costs	<u>3,000</u>
TOTAL PROJECT COST	\$1,320,000

CITY OF IRONDEQUILLE STORM SEWERS
OTTAWA COUNTY, MICHIGAN

A. PROPOSED CONSTRUCTION

6,800 ft. of 10" Sewer @ \$ 6.00	\$41,000
24,000 ft. of 12" Sewer @ 7.00	168,000
7,300 ft. of 15" Sewer @ 8.00	58,000
6,500 ft. of 18" Sewer @ 9.00	58,500
6,400 ft. of 21" Sewer @ 10.00	64,000
4,400 ft. of 24" Sewer @ 11.00	49,000
3,000 ft. of 27" Sewer @ 12.30	37,000
3,100 ft. of 30" Sewer @ 13.50	42,000
2,800 ft. of 36" Sewer @ 16.50	46,000
4,100 ft. of 42" Sewer @ 18.00	74,000
700 ft. of 48" Sewer @ 23.50	16,500
12,200 ft. of Open Ditch @ \$1.50	<u>18,000</u>
TOTAL CONSTRUCTION COST (Including manholes and catch basins)	\$672,000

B. SUMMARY OF PROJECT COSTS

Proposed Construction	\$672,000
Construction Contingencies	67,000
Engineering, Plans & Specifications	36,000
Engineering, Inspection	23,000
Land	3,000
Capitalized Interest (1 Year)	44,000
Publishing Cost, Notice, Bonds	2,000
Bond Attorney	4,000
Financial Consultant	2,500
Administrative Costs	<u>2,500</u>
TOTAL PROJECT COST	\$856,000

GEORGETOWN TOWNSHIP
 RUSH CREEK and BALDWIN STREET TRUNK SEWERS
 OTTAWA COUNTY, MICHIGAN

A. CONSTRUCTION COST

I. RUSH CREEK TRUNK SEWER

2,000 ft. of 18" Sewer @ \$19.00	\$38,000
2,400 ft. of 21" Sewer @ 22.00	53,000
10,800 ft. of 24" Sewer @ 25.00	270,000
5,390 ft. of 30" Sewer @ 27.50	145,000
1,500 ft. of 36" Sewer @ 30.00	<u>45,000</u>

SUB-TOTAL RUSH CREEK TRUNK \$551,000
 (Including manholes and appurtenances)

II. BALDWIN STREET TRUNK SEWER

5,000 ft. of 15" Sewer @ \$15.00	\$75,000
2,000 ft. of 24" Sewer @ 25.00	<u>50,000</u>

SUB-TOTAL BALDWIN ST. TRUNK SEWER \$125,000
 (Including manholes and appurtenances)

III. METERING STATION

50,000

TOTAL CONSTRUCTION COST \$726,000

B. SUMMARY OF PROJECT COSTS

Proposed Construction	\$726,000
Construction Contingencies	73,000
Engineering, Plans & Specifications	40,000
Engineering, Inspection	24,000
Land	10,000
Capitalized Interest (1 Year)	44,000
Publishing Cost, Notice, Bonds	2,000
Bond Attorney	4,000
Financial Consultant	2,500
Administrative Costs	<u>2,500</u>

TOTAL PROJECT COST \$928,000

I hereby estimate the period of usefulness of this proposed project to be 50 years and upward,

WILLIAMS & WORKS

BY K. W. Anderson

K. W. Anderson, Registered Professional Engineer

EXHIBIT C
RUSH CREEK SEWAGE DISPOSAL SYSTEM
FLOW ALLOCATION
OTTAWA COUNTY, MICHIGAN

Location of Facility	Design Capacity	HUDSONVILLE			GEORGETOWN		
		Flow CFS	% of Design Capacity	Cost	Flow CFS	% of Design Capacity	Cost
<u>RUSH CREEK TRUNK</u>							
Hudsonville City Limits to a point 2500' SW of Port Sheldon St. (2000' of 18")	3.5	3.5	100	\$48,600			\$
From a point 2400' SW of Port Sheldon St. to Port Sheldon St. (2400' of 21")	4.0	3.5	87.5	59,500	0.5	12.5	8,500
From Port Sheldon St. to a point 2700' NE of Port Sheldon St. (2700' of 24")	5.7	3.5	61.5	53,500	2.2	38.5	33,500
From a point 2700' NE of Port Sheldon St. to North Lane (3000' of 24")	6.2	3.5	56.5	32,600	2.7	43.5	25,000
From North Lane to 12th Ave. (1200' of 24")	6.7	3.5	52.3	20,100	3.2	47.7	18,300
From 12th Ave. to 8th Ave. Ext. (2700' of 24")	7.0	3.5	50.0	43,500	3.5	50.0	43,500
From 8th Ave. Ext. to S. Branch Rush Creek (2400' of 24")	7.6	3.5	46.0	35,400	4.1	54.0	41,500
From S. Branch Rush Creek to Baldwin (5200' of 30")	8.8	3.5	39.8	74,000	5.3	60.2	111,600
From Baldwin to Grandville STP (1500' of 36")	13.4	3.5	26.1	15,100	9.9	73.9	42,800
Metering Station at Grandville STP	13.4	3.5	26.1	<u>16,700</u>	9.9	73.9	<u>47,300</u>
Subtotal				\$399,000			\$372,000
Hudsonville Sanitary Sewers City of Hudsonville			100	\$1,320,000		-0-	-0-
Hudsonville Storm Sewers City of Hudsonville			100	856,000		-0-	-0-
<u>BALDWIN STREET TRUNK</u>							
Baldwin Street to 12th Street (5000' of 15" Sewer, 2000' of 12" sewer)			-0-	<u>-0-</u>	100		<u>\$157,000</u>
TOTAL				\$2,575,000			\$529,000

The above cost estimates include an allowance for contingencies.

Project E 67252
Ottawa County.