

INTERCONNECTION CONTRACT

THIS CONTRACT, dated for reference purposes as of March 29, 2006 is by and among the **CHARTER TOWNSHIP OF GEORGETOWN**, a Michigan charter township and public body corporate, whose address is 1515 Baldwin Street, Jenison, Michigan (hereinafter referred to as "**Georgetown**"), the **CHARTER TOWNSHIP OF JAMESTOWN**, a Michigan charter township and public body corporate, whose address is 2380 Riley Street, Jamestown, Michigan (hereinafter referred to as "**Jamestown**"), and the **CHARTER TOWNSHIP OF ZEELAND**, a Michigan charter township and public body corporate, whose address is 6582 Byron Road, Zeeland, Michigan (hereinafter referred to as "**Zeeland**"), and the **COUNTY OF OTTAWA**, a body corporate under the provisions of the Michigan Constitution, acting by and through its Board of County Road Commissioners, whose address is 14110 Lakeshore Drive, Grand Haven, Michigan (the "**County**"), and is made with reference to the following facts and circumstances:

A. Georgetown owns and operates a public water system (the "**Georgetown Water System**"), which has a water metering station, that is connected to the County/Wyoming water line, located on the northwest corner of 40th Avenue and New Holland Street (the "**Georgetown Metering Station**");

B. The County currently assists Jamestown and Zeeland with respect to the financing and operation of a water system that includes watermain located along the south side of New Holland Street between Chicago Drive and 40th Street in Jamestown (the "**Jamestown / Zeeland Water System**"); and

C. It is desirable to make an interconnection between the Georgetown Water System and Jamestown / Zeeland Water System at the Georgetown Metering Station to provide a one way backup water supply to the Jamestown / Zeeland Water System in the event of a water emergency.

D. The County is currently acting as an independent contractor for the purpose of constructing and operating the Jamestown / Zeeland Water System for Jamestown and Zeeland. Whenever the term "**County**" is used below, it refers to the County in its status as an independent contractor operating the Jamestown/Zeeland Water System on behalf Jamestown and Zeeland. If at any time during the term of this Contract the County ceases to act as an

independent contractor for this purpose, the term "County" shall refer jointly to Jamestown and Zeeland and, in such event, references in this Contract to the County's Director of Water and Sewer Utilities shall then mean the Supervisors of Jamestown and Zeeland, or their respective designees, acting jointly, or one of the Supervisors acting alone if the other Supervisor has delegated his authority in writing to that Supervisor.

NOW, THEREFORE, in consideration of the respective representations and agreements contained herein, the parties agree as follows:

Section 1. INTERCONNECTION POINT. The parties agree that there shall be an interconnection between the Georgetown Water System and Jamestown / Zeeland Water System at the Georgetown Metering Station near the intersection of 40th Avenue and New Holland Street (the "**Interconnection Point**").

Section 2. INTERCONNECTION FACILITIES. The interconnection described in Section 1 shall be accomplished with the acquisition, construction and completion of the interconnection facilities (the "**Interconnection Facilities**") described on attached Exhibit A and shown on attached Exhibit B. These facilities shall be acquired, constructed and completed by the County on behalf of Jamestown and Zeeland. The entire cost of the acquisition, construction, installation and completion of the Interconnection Facilities shall be paid by Jamestown.

The County shall retain the services of a qualified professional engineer or engineering firm to prepare complete design plans and specifications for the Interconnection Facilities. These design plans and specifications shall be submitted to Georgetown for review and approval.

After the design plans and specifications have been approved by Georgetown, the County shall acquire, construct and complete the Interconnection Facilities. The construction shall be performed in a reasonable and workmanlike manner. Georgetown shall have the right, but not the obligation, to inspect the Interconnection Facilities during their construction and continuing throughout the term of this Agreement.

Section 3. MAINTENANCE. The County shall provide all maintenance, repair, replacement and service necessary for the proper operation of the Interconnection Facilities.

Section 4. USE OF INTERCONNECTION. The interconnection may only be utilized in the event of a water emergency situation that results in the loss of water pressure, quantity or quality of water service in the Jamestown / Zeeland Water System.

If the County desires to utilize the interconnection, a request shall be made orally, with confirmation by facsimile transmission, to the Georgetown Water System Manager or his/her designee and the City of Wyoming Water System Superintendent or his/her designee. This request shall be made by the Ottawa County Director of Water and Sewer Utilities or his/her designee. The oral request should be made by the County as soon as possible. The request shall include the time during which the interconnection is to be opened, the estimated flow rate through the interconnection, the estimated duration that the interconnection will be open and the person who will be in charge of the interconnection opening and his/her phone number. Georgetown shall consult with appropriate personnel employed by the City of Wyoming, Michigan, in connection with the Wyoming/County water production and transmission facilities and then promptly respond to the request to open the interconnection and, in responding, shall have the discretion to determine and specify the time that the interconnection shall be open, the rate of flow and the pressure to be provided to the Jamestown / Zeeland Water System.

Section 5. WATER USAGE. If the interconnection is opened for the benefit of the Jamestown / Zeeland Water System, the volume of water used shall be reasonably estimated by Georgetown and Georgetown shall have the option to bill the County for the water which is supplied in accordance with that estimate. If Georgetown does elect to bill the County for water supplied, the water rate shall be the current Wyoming water rate being paid by Georgetown for water supplied to it by the Wyoming Water System.

All billings rendered pursuant to this section shall be paid within 30 days of their date.

Section 6. INDEMNIFICATION. The County, Jamestown and Zeeland, respectively, shall each indemnify and hold Georgetown and each other (including also without limitation their respective boards, officers, employees, and agents) harmless from all claims, actions, damages, losses, and expenses, including reasonable attorney and other expenses of defense, of any kind, that arise from or relate to the design, construction, installation, completion, use, operation, maintenance, repair and/or replacement of the Interconnection Facilities and that are caused by or result from an act or omission of that particular indemnifying party.

Section 7. TERM. This Contract shall be effective MARCH 29, 2005. The provisions of this Contract shall continue in effect for so long as the Interconnection Facilities exist.

Section 8. MISCELLANEOUS. Neither this Contract nor any rights under it may be assigned nor may any duty be delegated without the prior written consent of the non-assigning or non-delegating party. Any attempt to assign or delegate rights or duties without prior written consent shall be void. This Contract shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

All notices and other documents to be served and transmitted hereunder shall be in writing and addressed to the designated contact persons for the respective parties hereto at the addresses stated on page 1 of this Contract or such other address or addresses as shall be specified by the parties hereto from time to time and may be served or transmitted by personal delivery, by facsimile transmission, by e-mail, or by ordinary or certified mail properly addressed with sufficient postage. This is an integrated Contract. It contains the full understanding of the parties and supersedes all other understandings, agreements or conditions, written or oral, regarding the subject matter of this Contract. This Contract has been executed in the State of Michigan and shall be governed by Michigan law. The waiver by any party hereto of a breach or violation of any provision of this Contract shall not be a waiver of any subsequent breach of the same or any other provision of this Contract. If any section or provision of this Contract is unenforceable for any reason, the unenforceability thereof shall not impair the remainder of this Contract, which shall remain in full force and effect. It is contemplated that this Contract will be executed in multiple counterparts, all of which together shall be deemed to be one Contract. The captions in this Contract are for convenience only and shall not be considered as part of this Contract or in any way to amplify or modify the terms and provisions hereof. This Contract shall be enforceable only by the parties hereto and their successors in interest by virtue of an assignment which is not prohibited under the terms of this Contract and no other person shall have the right to enforce any of the provisions contained herein. All exhibits attached hereto are incorporated herein by reference as though fully stated herein. No amendment, modification or waiver shall be effective unless in writing and signed by all parties.

All rights and remedies set forth in this Contract are cumulative and are in addition to any other legal or equitable rights and remedies.

IN WITNESS WHEREOF, the parties have executed this Contract.

Witnesses:

CHARTER TOWNSHIP OF GEORGETOWN,
A Michigan Charter Township

(1) Angie Bronkema
Angie Bronkema

By: William Holland
William Holland, Township Supervisor

(2) Jacqueline R Bogema
Jacqueline R Bogema

By: R.J. Pool
R.J. Pool, Township Clerk
Dated: 3/24, 2005

CHARTER TOWNSHIP OF JAMESTOWN
A Michigan Charter Township

(1) Roderick E Korhorn
Roderick E Korhorn

By: James Miedema
James Miedema, Township Supervisor

(2) Bruce Pruitt
Bruce Pruitt

By: Ruth Pruitt
Ruth Pruitt, Township Clerk
Dated: 2/22/06, 2006

CHARTER TOWNSHIP OF ZEELAND,
A Michigan Charter Township

(1) Roderick E Korhorn
Roderick E Korhorn

By: Bradley Slach
Bradley Slach, Township Supervisor

(2) Nathan Vriesman
Nathan Vriesman

By: Marilyn Evers
Marilyn Evers, Township Clerk
Dated: 11-8-05, 2005

COUNTY OF OTTAWA, by its Board of
County Road Commissioners

(1) *Pat Hebling*

(2) *Arinda Howell*

By: *Chris Kuo*
Its: Chair

By: *M. D. [Signature]*
Its: Secretary

Dated: March 23, 200⁸

EXHIBIT A

DESCRIPTION OF INTERCONNECTION

An 8" diameter watermain interconnection between the Georgetown Metering Station which is located at the northwest corner of New Holland Street and 40th Avenue and a 12" diameter Jamestown / Zeeland Water System main which is located along the south side of New Holland Street. The Interconnection Facilities include approximately 80 lineal feet of 8" diameter watermain that crosses New Holland Street approximately 110 feet west of the centerline of 40th Avenue, two 8" diameter valves (one at each end of the 8" diameter watermain), and a watermain blow off apparatus.

EXHIBIT B

EMERGENCY INTERCONNECTION

VERIFY LOCATION & INVERT OF EXISTING TEE PRIOR TO CONSTRUCTION.

REMOVE: (1) 12" PLUG AND CONNECT TO EXISTING WATERMAIN.

PLACE: (1) 8" VALVE & BOX. VALVE TO OPEN RIGHT AND HAVE RED OPERATING NUT.
(1) 12"x8" REDUCER

-051

PLACE: BLOWOFF PER DETAIL.

REMOVE & REPLACE FENCE.

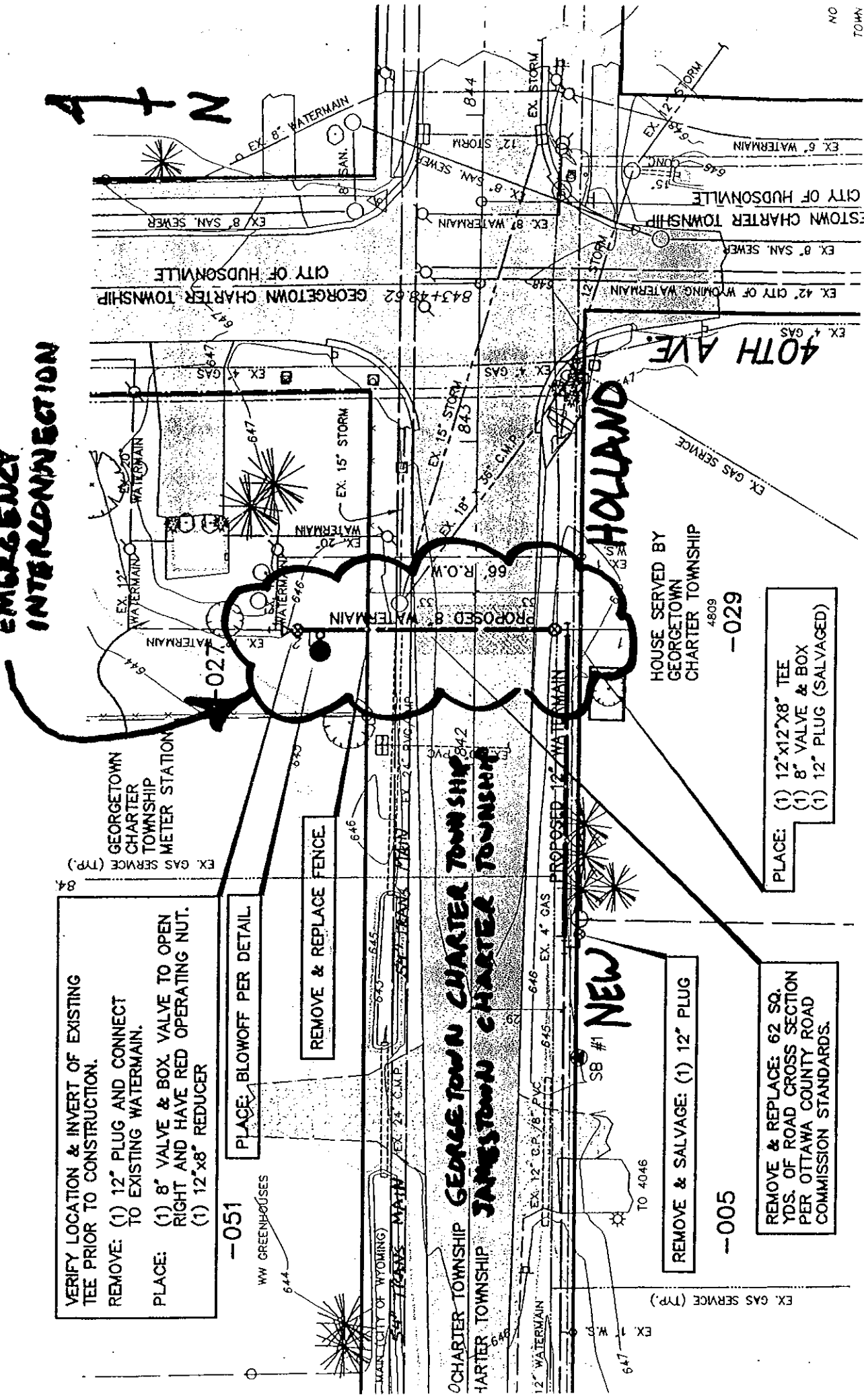
REMOVE & SALVAGE: (1) 12" PLUG

-005

REMOVE & REPLACE: 62 SQ. YDS. OF ROAD CROSS SECTION PER OTTAWA COUNTY ROAD COMMISSION STANDARDS.

PLACE: (1) 12"x12"x8" TEE
(1) 8" VALVE & BOX
(1) 12" PLUG (SALVAGED)

HOUSE SERVED BY GEORGETOWN CHARTER TOWNSHIP 4809 -029



A 7 N

HOLLAND

40TH AVE.

GEORGETOWN CHARTER TOWNSHIP
JAMESTOWN CHARTER TOWNSHIP