

INTERCONNECTION CONTRACT

THIS CONTRACT, dated for reference purposes as of May 1, 2003, is by and between the **CITY OF GRAND RAPIDS**, Kent County, Michigan, a Michigan municipal corporation (hereinafter referred to as the "City"), and the **COUNTY OF OTTAWA**, a Michigan county, organized and existing under the Constitution and laws of the State of Michigan, acting by and through its Board of County Road Commissioners (the "County"), and is made with reference to the following facts and circumstances:

A. The City owns and operates a Lake Michigan water filtration plant and a water transmission line located in Highway M-45 running from the water filtration plant easterly to the City;

B. The County assists the Cities of Grand Haven and Ferrysburg, the Townships of Grand Haven and Spring Lake, and the Village of Spring Lake with respect to the financing and operation of the Northwest Ottawa Water System ("NOWS"); and

C. It is desirable to make an interconnection between the City M-45 water transmission main and NOWS to provide a backup water supply to NOWS in the event of a water emergency.

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 60" M-45 transmission line and NOWS at the intersection of Lakeshore Drive and Lake Michigan Drive (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. These

facilities shall be acquired, constructed and completed by the County or, alternatively, by Grand Haven Charter Township on behalf of the County.. The entire cost of the acquisition, construction and completion of the Interconnection Facilities shall be paid by the County or by Grand Haven Charter Township on behalf of the County.

The County shall retain itself, or cause Grand Haven Charter Township to 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 the City for review and approval provided, however, that such review and approval shall not constitute any assumption of responsibility for the design of the Interconnection Facilities.

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

The entire cost of the design, acquisition, construction, installation and completion of the Interconnection Facilities shall be paid by the County or by Grand Haven Charter Township on behalf of the County.

Section 3. MAINTENANCE. The County, or Grand Haven Charter Township on its behalf, 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 NOWS system or the City system.

If the County desires to utilize the interconnection, a request shall be made orally with confirmation by facsimile transmission to the Grand Rapids Water System Manager 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. The City shall 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 back pressure to be provided by NOWS.

If the City desires to use the interconnection, a request shall be made orally with confirmation by facsimile transmission to the County's Director of Water and Sewer Utilities or his/her designee. This request shall be made by the Grand Rapids Water System Manager or his/her designee. The oral request should be made by the City 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. The County shall 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 back pressure to be provided by the City system.

The terms and conditions of this Agreement apply only to the use of the interconnect in the event of a water emergency situation as described previously. Withdrawals for any other reason, including lack of water quantity due to high water demand and/or lack of adequate NOWS or City system infrastructure, are not covered by this Agreement. In the event that the County or the City desires to utilize this interconnection for any other reason(s), the terms of that use and rates charged for water used shall be negotiated separately.

Section 5. WATER USAGE. If the interconnection is opened for the benefit of NOWS in the event of an emergency, the volume of water used shall be estimated by the City and the City shall have the option to bill the County for the water which is supplied. If the City does elect to bill the County for water supplied, the water rate shall be that then in effect under the terms of the Water Service Agreement dated November 1, 1989, between the City and the County.

If the interconnection is opened for the benefit of the City in the event of an emergency, the volume of water used shall be estimated by the County and the County shall have the option to bill the City, for the water which is supplied. If the County does elect to bill the City for water supplied, the water rate shall be that then in effect under the terms of the Water Service Agreement dated November 1, 1989, between the City and the County.

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

Section 6. INDEMNIFICATION BY CITY AND COUNTY. The County agrees to indemnify the City and its Commission, officers, employees and agents with respect to the design, construction, installation and completion of the interconnection facilities and their operation (when operated for the benefit of the County), repair, replacement and maintenance as is provided in Section 23 of the Water Service Agreement dated November 1, 1989, between the City and the County.

The City agrees to indemnify the County and its Board of County Road Commissioners, officers, employees and agents when the interconnection facilities are operated for the benefit of the City as is provided in Section 22 of the Water Service Agreement dated November 1, 1989, between the City and the County.

Any claims, damages, expense or liability caused to City-owned facilities or equipment used to deliver water to the interconnection for the benefit of the County due to the improper operation of the interconnection by the County shall be the liability of the County.

Any claims, damages, expenses or liabilities caused to NOWS facilities or equipment used to deliver water to the interconnection for the benefit of the City due to the improper operation of the interconnection by the City shall be the liability of the City.

Section 7. TERM. This Contract shall be effective for the same term as is specified in the Water Service Agreement dated November 1, 1989, between the City and the County. The term of this Contract may, however, be extended on the same terms and provisions or other mutually agreeable terms and provisions by one or more renewals.

Section 8. THIRD PARTY BENEFICIARIES. It is understood and agreed that the Cities of Grand Haven and Ferrysburg, the Townships of Grand Haven and Spring Lake, and the Village of Spring Lake, as the owners and operators of NOWS, are third party beneficiaries of this Contract. These third party beneficiaries shall accept the terms of this Contract pursuant to the acceptances attached as Exhibits B through F inclusive. This Contract shall be only effective as and when all of the third party beneficiaries have accepted the terms and provisions of this Contract.

Section 9. 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.

IN WITNESS WHEREOF, the parties have executed this Contract.

Witnesses:

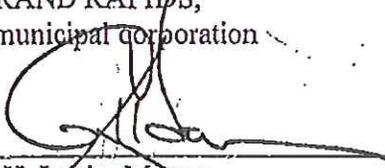
CITY OF GRAND RAPIDS,
a Michigan municipal corporation

AFFIX

~~(1) Mayor's Signature~~

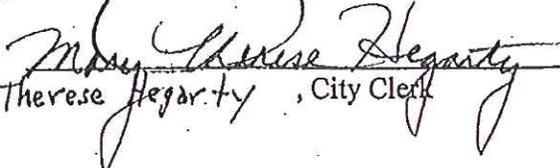
LB 2/18/04

~~(2) Dept. of Law~~

By: 

John H. Logie, Mayor

George K. Heartwell

By: 

Mary Therese Hegarty, City Clerk

COUNTY OF OTTAWA, by its Board of County
Road Commissioners

(1) W. K. Kubiak

By: [Signature]

Its: Chairperson

(2) [Signature]

By: [Signature]

Its: Member

By: [Signature]

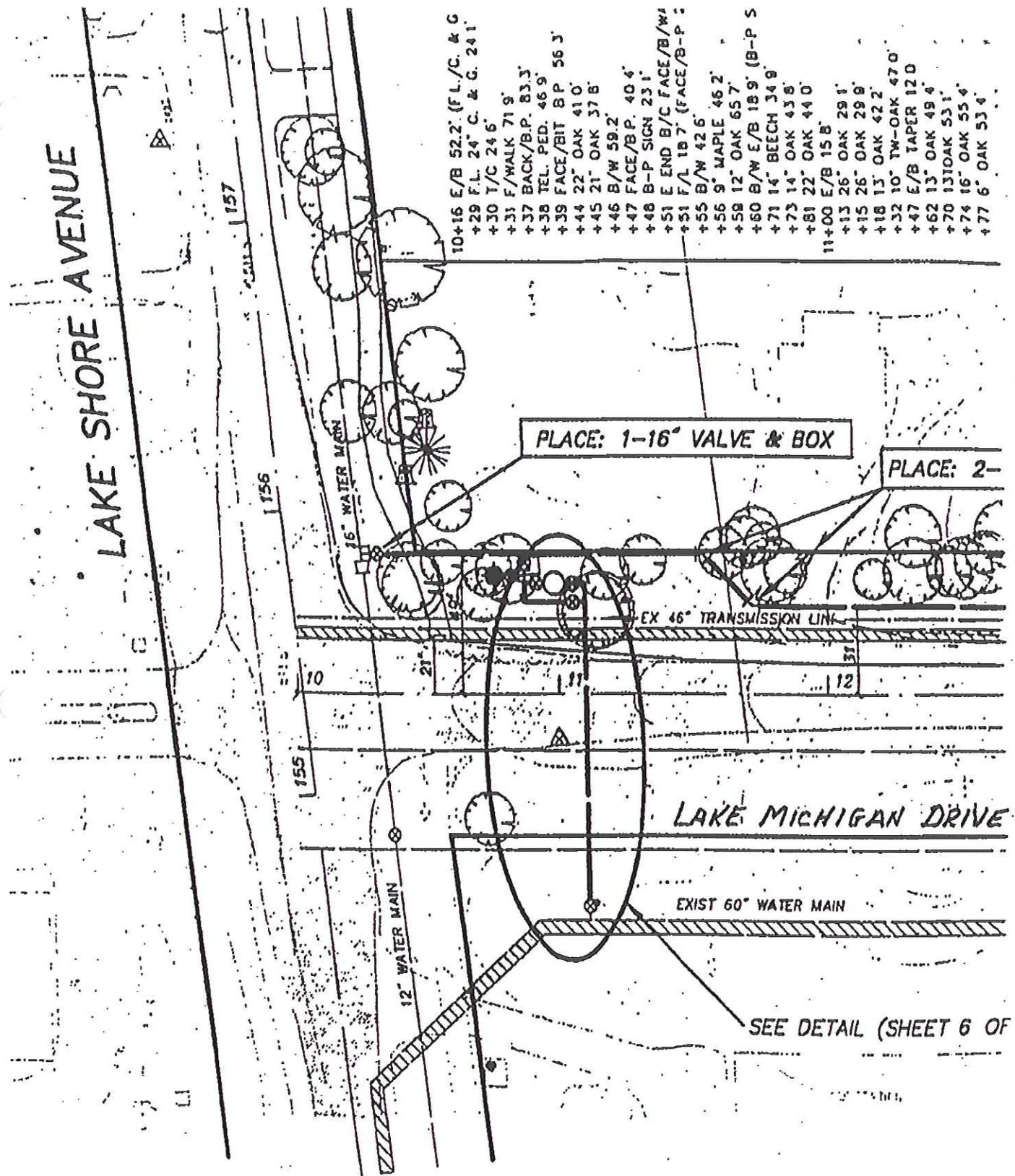
Its: Member

m97171.3

EXHIBIT A

An Interconnection between the City of Grand Rapids 60" Water Transmission Main located on the south side of Lake Michigan Drive at Lake Shore Avenue and the Grand Haven Township 16" Waterline located on the north side of Lake Michigan Drive at Lake Shore Avenue. The Interconnection Vault is located at the northeast corner of Lake Michigan Drive and Lake Shore Avenue and includes a Pressure Reducing Valve, 12" Butterfly Valves, a 12" Bypass, and associated fittings and piping. A copy of the plan sheets for the Interconnection are attached to this Exhibit.

LAKE SHORE AVENUE



- +10+16 E/B 52.2' (F.L./C. & G)
- +29 F.L. 24' C. & G. 241'
- +30 T/C 246'
- +33 F/WALK 719'
- +37 BACK/B.P. 833'
- +38 TEL. PED. 469'
- +39 FACE/BIT B.P. 563'
- +44 22" OAK 410'
- +45 21" OAK 378'
- +46 B/W 59.2'
- +47 FACE/B.P. 404'
- +48 B-P SIGN 231'
- +51 E END B/C FACE/B/W
- +51 F/L 187' (FACE/B-P :
- +55 B/W 426'
- +56 9" MAPLE 462'
- +58 12" OAK 657'
- +60 B/W E/B 189' (B-P S
- +71 14" BEECH 349'
- +73 14" OAK 438'
- +81 22" OAK 440'
- 11+00 E/B 158'
- +13 26" OAK 291'
- +15 26" OAK 299'
- +18 13" OAK 422'
- +32 10" TW-OAK 470'
- +47 E/B TAPER 120'
- +62 13" OAK 494'
- +70 13/OAK 531'
- +74 16" OAK 554'
- +77 6" OAK 534'

PLACE: 1-16" VALVE & BOX

PLACE: 2-

EX 46" TRANSMISSION LINE

LAKE MICHIGAN DRIVE

EXIST 60" WATER MAIN

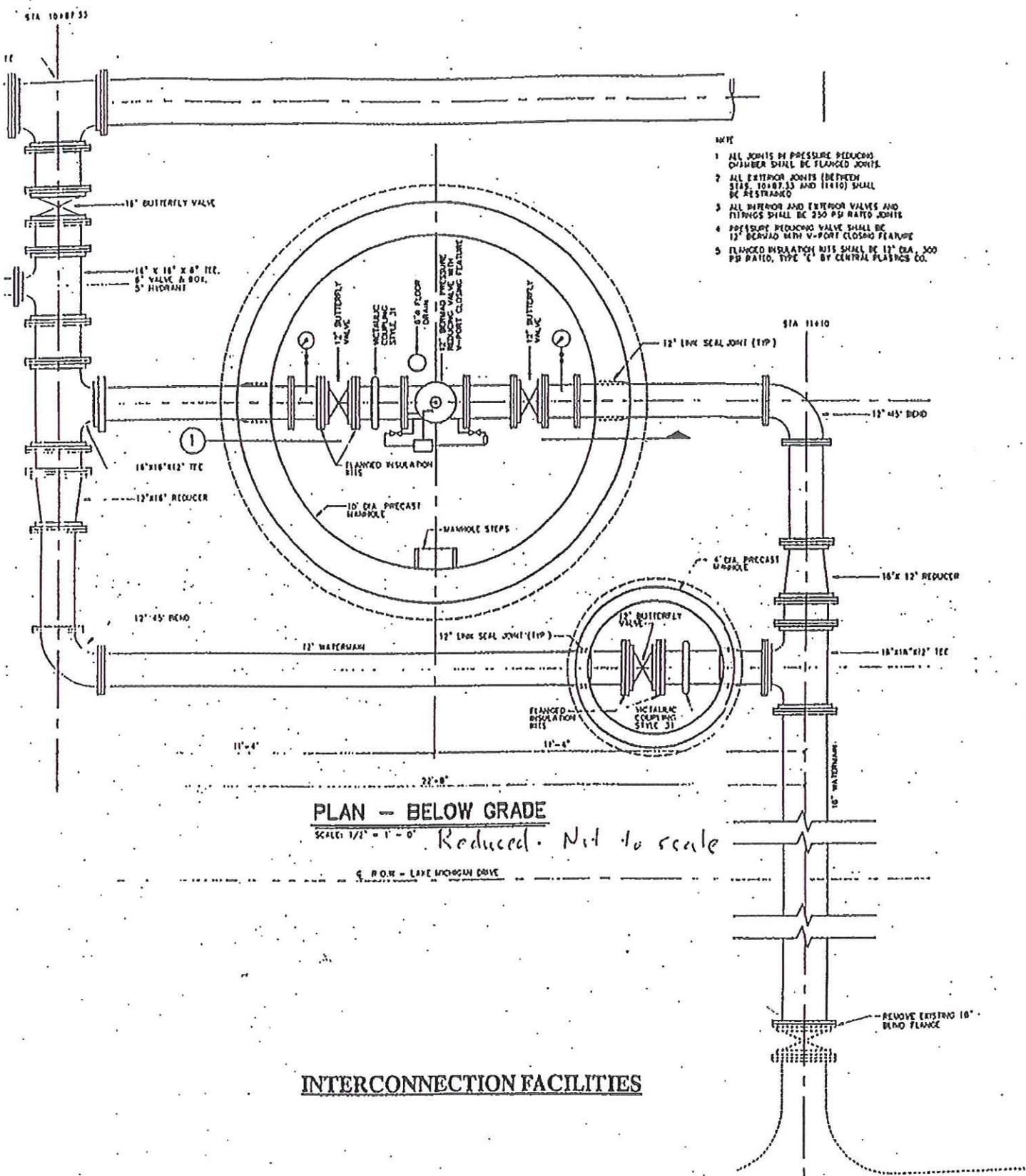
SEE DETAIL (SHEET 6 OF

INTERCONNECTION POINT

2 BMINTREE 44.0'

1 C.P. #1 P.K. LK-SHORE 16.0'
 0 STA. 11 (PK 0.0')

1 STA. 12 PK 0.0'



- NOTE
- 1 ALL JOINTS IN PRESSURE REDUCING CHAMBER SHALL BE FLANGED JOINTS.
 - 2 ALL EXTERIOR JOINTS (BETWEEN STA. 10+87.33 AND 11+10) SHALL BE RESTRAINED.
 - 3 ALL INTERIOR AND EXTERIOR VALVES AND FITTINGS SHALL BE 250 PSI RATED JOINTS.
 - 4 PRESSURE REDUCING VALVE SHALL BE 12" BERVAD MINI V-PORT CLOSING FEATURE.
 - 5 FLANGED INSULATION NUTS SHALL BE 12" DIA. 300 PSI RATED, TYPE 'C' BY CENTRAL PLASTICS CO.

PLAN - BELOW GRADE
 SCALE: 1/2" = 1' - 0" *Reduced. Not to scale*

R.O.W. - LAKE MICHIGAN DRIVE

INTERCONNECTION FACILITIES

REMOVE EXISTING 18" BIRD FLANGE

EXHIBIT B

The terms and provisions of an Interconnection Contract dated as of ^{May 1} ~~August 4~~, 2003, by and between the City of Grand Rapids and the County of Ottawa are hereby accepted and agreed to.

Dated: AUGUST 4, 2003.

Witnessed by:

CITY OF GRAND HAVEN

(1) Diane C. Jarmac-Kurk

By: [Signature]

Its: Mayor

(2) Mary M. Smedley

By: [Signature]

Its: ^{Deputy} Clerk

EXHIBIT C

The terms and provisions of an Interconnection Contract dated as of May 1, 2003, by and between the City of Grand Rapids and the County of Ottawa are hereby accepted and agreed to.

Dated: Aug 4 2003, 2003.

Witnessed by:

(1) [Signature]

(2) [Signature]

CITY OF FERRYSBURG

By: [Signature]
Ray Pejchma
Its: Mayor

By: [Signature]
Debbie Wierenga
Its: Interim Clerk

EXHIBIT D

The terms and provisions of an Interconnection Contract dated as of 5/01/03, 2003, by and between the City of Grand Rapids and the County of Ottawa are hereby accepted and agreed to.

Dated: 7/24, 2003.

Witnessed by:

CHARTER TOWNSHIP OF GRAND HAVEN

(1) Kristi K Walsh

By: John Cantu

Its: Supervisor

(2) Bette J Boonjourn

By: Sue Brittenhuis

Its: Clerk

EXHIBIT E

The terms and provisions of an Interconnection Contract dated as of 5-1, 2003, by and between the City of Grand Rapids and the County of Ottawa are hereby accepted and agreed to.

Dated: July 14, 2003.

Witnessed by:

TOWNSHIP OF SPRING LAKE

(1) Beth Ann Boyink
Beth Ann Boyink

By: [Signature]
James A. Jeske II
Its: Supervisor

(2) Barbara E. Beasome

By: [Signature]
Donald E. Miller
Its: Clerk

EXHIBIT F

The terms and provisions of an Interconnection Contract dated as of May 1, 2003, by and between the City of Grand Rapids and the County of Ottawa are hereby accepted and agreed to.

Dated: August 4, 2003.

Witnessed by:

(1) C. A. Mastenbram

(2) Kristie Mills

VILLAGE OF SPRING LAKE

By: [Signature]

Its: President

By: Maribeth Lawrence

Its: Clerk