Park Township Board of Trustees

March 28, 2020
10:00 a.m. via “Zoom” remote conferencing

SPECIAL MEETING AGENDA

(Please turn off or set to “silent” mode all cell phones and other electronic devices.)

1. Call to order

2. Approval of Agenda (Additions to or Deletions from Agenda)

3. Approval of Consent Agenda
   a. Approval of Minutes: March 11, 2020 Strategic Planning Meeting and March 12, 2020 Regular Board Meeting
   b. Payment of Bills

4. Public Comment (This is an opportunity for the public to address the Board and to make any appropriate comments. Please limit your comments to 2 – 3 minutes per person.)

5. Action Items
   a. Holland BPW Water Utility Contract
   b. Emergency Powers Resolution

6. Manager’s Report

7. Board Comments and Committee/Agency Reports

8. Adjourn
Board of Trustees Strategic Planning Meeting
March 11, 2020

Location: Camp Geneva Chapel Conference room

1) Supervisor Jerry Hunsburger called to order the Strategic Planning Meeting at approximately 5:30 pm. All Board members were present.

2) The agenda was approved 7-0

3) Manager Fink provided a synopsis of the previous year’s strategic planning efforts. He informed the board that his intent was to present an overview of the board’s priorities over the last two years and identify both tasks and policies / projects for the remainder of the board’s term.

4) Manager Fink updated the board on the board priorities through 2020. The Board discussed each item.

5) The board discussed new tasks and priorities / projects for the remainder of the term. The following ideas were discussed and generally agreed upon, but details were not addressed.

Tasks

1) Create a five year calendar of dates, appoints, key deadlines, etc.
2) Hold a board meeting on the South Side
3) Expand reports on strategic planning / goals updates
4) Re-do the website

Policies / Major Projects

1) Increase public participation and engagement in our parks system
2) Encourage and study the possibility of encouraging the development of senior housing
3) Discuss and debate the Community Enhancement Projects Program

Meeting adjourned at approximately 8:40 p.m.
ART 1. CALL TO ORDER
Supervisor Hunsburger called to order the regular meeting of the Park Township Board held on March 12, 2020 at 6:30 p.m. at the Park Township Office, 52-152nd Ave., Holland, MI 49424.

Present were Supervisor Gerald Hunsburger, Clerk Skip Keeter, Treasurer Steggerda and Trustees Jim Gerard, George Jacob, Denise Nestel and Steve Spoelhof and Manager Howard Fink.

ART 2. INVOCATION - Nestel

ART 3. PLEDGE OF ALLEGIANCE

ART 4. APPROVAL OF AGENDA (Additions to or Deletions from Agenda)
Hunsburger requested to add item h. b. Community Service Requests

MOTION MADE; MOTION SUPPORTED; MOTION CARRIED: A motion was made by Keeter and supported by Gerard to approve the agenda as amended. (7-0)

ART 5. APPROVAL OF CONSENT AGENDA
   a Approval of Minutes: February 13 Special Meeting & February 13, 2020 Regular Board Meeting
   b Payment of Bills

MOTION MADE; MOTION SUPPORTED; MOTION CARRIED: A motion was made by Nestel and supported by Keeter to approve the consent agenda. (7-0)

ART 6. PUBLIC COMMENT (6:32pm)
   Hunsburger opened the public comment period:
   5 people spoke at the public comment period.
   Hunsburger closed the public comment period.

ART 7. DEPARTMENT REPORTS
   a Fire Department – Chief Gamby spoke on the happenings of the fire department over the month of February.
b Sheriff’s Office- no questions were asked of Sgt. VanderPloeg regarding the report he presented on activity during the month of February.
c Park Township Public Airport – no questions were asked regarding the airport
d Ottawa County Fair – no questions were asked regarding the fair
e Finance – no questions were asked from the Board regarding finance
f Building and Zoning – no questions from the Board were asked regarding building and zoning
g Recreation – no questions were asked regarding recreation

ART 8. PRESENTATIONS

a. DNR – Nik Kalejs
   Kalejs spoke about the Township turkey population issues and turkey tendencies in general. He gave hints and tips to repel turkeys in residential neighborhoods.

ART 9. PUBLIC HEARING

a. FY 2020-2021 Budget
   Hunsburger opened the Public Hearing:

   Yes: Bill Cleer - 281 Little Station

   No:

   Hunsburger closed the Public Hearing

ART 10. ACTION ITEMS

a. FY 2019-2020 Budget Adjustments (Resolution 2020-02)

   MOTION MADE; MOTION SUPPORTED; MOTION CARRIED: A motion was made by Keeter and supported by Steggerda to approve the FY 2019-20 Budget Adjustments - Resolution 2020-02. (7-0)

   b. FY 2020-2021 Budget (Resolution 2020-03)

   MOTION MADE; MOTION SUPPORTED; MOTION CARRIED: A motion was made by Jacob and supported by Gerard to approve the Adoption of the FY 2020-2021 General Appropriations Act - Resolution 2020-03. (7-0)

   c. FY 2020-2021 Fee/Rate Schedule (Resolution 2020-04)
      The Board discussed the number of mills to be levied and the use of funds if the Board went for a higher millage.

   MOTION MADE; MOTION SUPPORTED; MOTION CARRIED: A motion was made by Keeter and supported by Spoelhof to approve the FY 2020-2021 Fee/Rate Schedule - Resolution 2020-04. (7-0)

   d. FY 2020-2021 Salary Schedule (Resolution 2020-05)

   MOTION MADE; MOTION SUPPORTED; MOTION CARRIED: A motion was made by Spoelhof and supported by Keeter to approve the FY 2020-2021 Salary Schedule – Resolution 2020-05. (7-0)
e. Resolution for Parks and Recreation Master Plan (Resolution 2020-06)

**MOTION MADE; MOTION SUPPORTED; MOTION CARRIED:** A motion was made by Keeter and supported by Steggerda to approve the Parks and Recreation Master Plan – Resolution 2020-06. (7-0)

Roll Call Vote:
Yes: Spoelhof, Nestel, Gerard, Steggerda, Jacob, Keeter, Hunsburger
No: none

f. Board Member Salaries
The Board discussed raising Board member annual compensation beginning after the November 3, 2020 election and November 20, 2020 swearing in ceremony.

**MOTION MADE; MOTION SUPPORTED; MOTION DEFEATED:** A motion was made by Steggerda and supported by Nestel to approve a raise for the Trustees beginning after November 21, 2020 to $2000. (3-4)

Roll Call Vote
Yes: Nestel, Steggerda, Hunsburger
No: Spoelhof, Gerard, Jacob, Keeter

The Supervisor, Clerk and Treasurer refused any increase in their annual compensation beginning after November 20, 2020

g. Airport Property Conservation Easement: discussion and possible action
Counsel, Dan Martin, explained the process and what the implications are of placing the Park Township Airport property into a Conservation Easement.

Martin and the Board explored additional options to keep the land undeveloped and used for recreation purposes long term.

**MOTION MADE; MOTION SUPPORTED; MOTION CARRIED:** A motion was made by Steggerda and supported by Nestel to release a confidential communication to the public. (7-0)

The Board encouraged Martin to draft language for a Conservation Easement to come back to the Board in the next month or two for their review regarding restricting use of the property and see if the State of Michigan will approve the language and grant the easement.

**MOTION MADE; MOTION SUPPORTED; MOTION CARRIED:** A motion was made by Spoelhof and supported by Jacob to ask legal counsel and the Manager to develop a proposal to come back to the Board for approval with language for a conservation easement restricting industrial, commercial and residential uses and focusing on public use while ensuring Park Township retains ownership of the property. (6-1 Nestel)

h. Community Service Request
1. Holland Area Arts Council

**MOTION MADE; MOTION SUPPORTED; MOTION CARRIED:** A motion was made by Spoelhof and supported by Keeter to approve the $3000 for the Holland Area Arts Counsel. (7-0)

2. Community Service Contracts

Hunsburger stated his intent to review the program in general. The Board would like to review each contract in April or May and they would also like to review the overall program possibly at a work session in the near future.

i. Correction to Capitalization Threshold in the Property Management Policy

**MOTION MADE; MOTION SUPPORTED; MOTION CARRIED:** A motion was made by Keeter and supported by Jacob to approve the correction to the Capitalization Threshold as recommended by the Manager. (7-0)

**ART 11. DISCUSSION ITEMS**

**ART 12. MANAGER’S REPORT**

The Manager reported on the items he and staff have been working on through the month of February.

**ART 13. PUBLIC COMMENT (8:28pm)**

Hunsburger opened the public comment period:

5 spoke at the public comment period.

Hunsburger closed the public comment period.

**ART 14. BOARD COMMENTS AND COMMITTEE/AGENCY REPORTS**

The Board discussed the meetings they attended throughout the month of February.

Hunsburger asked the Manager to let the residents know a timeline with regard to changes at the airport.

**ART 15. REMINDER DATES**

a. March 26, 2020 – Joint meeting with Board of Trustees, Planning Commission and Zoning Board of Appeals

**ART. 16 ADJOURN**

**MOTION MADE; MOTION SUPPORTED; MOTION CARRIED:** A motion was made by Keeter and supported by Steggerda to adjourn at 8:45pm. (7-0)

Respectfully Submitted by Clerk Skip Keeter

Daniele Dykens
Recording Secretary
To: Park Township Board  
From: Howard Fink, Manager  
Date: 3/28/20  
Re: Divesture of Master Meter and Non-Master Meter Water Utility to Holland BPW

Executive Summary

Over the last two years, the Township has been meeting with Holland Charter Township and the Holland BPW to discuss the future of the master meter/non-master meter water utility. The culmination of our discussions is upon us. We have concluded that it is in the best interest of the Township to turn over the water utility to the Holland BPW.

Infrastructure is best managed with a regional approach to ensure qualified people make critical decisions and the infrastructure is operated as efficiently as possible. The Holland BPW has the high degree of expertise necessary to manage our utility and provide safe, reliable water for our residents. Other benefits include risk reduction for the region as a whole, a lower and more predictable cost structure for the Township, a means for customers to track usage through their online portal, receive monthly bills instead of quarterly, and potential for future bill consolidation.

Please note that the Township would retain control over any expansion within its water service area.

Budget Impact and Funding Source

The Township will pay $900,000 from the Water fund in $180,000 installments over the next five years to upgrade existing meters and relinquish any claim to potential proceeds from the disposition of the Rosenberg property. Our financial responsibility once the agreement is in effect is limited to system capacity expansion. The fund has equity to cover known potential expansions. At the last board meeting, you approved increases to connection fees to further provide funding for such expansions. We will continue to monitor for potential capacity increases, and inform the Board if any new revenue is necessary to handle capacity increases.

Legal Review

The contract has been reviewed and drafted in part by Dan Martin. Mr. Martin has been present during contractual negotiations and discussions.

Manager Recommendation: Approve the retail water agreement between the City of Holland (BPW) and Park Township to divest the master meter and non-master meter water utility to the Holland BPW and revise, replace and consolidate the terms of prior service agreements as noted into this new agreement.
PARK TOWNSHIP AND CITY OF HOLLAND RETAIL WATER AGREEMENT

THIS AGREEMENT is entered into the ____________day of ___________________ 2020, between the CITY OF HOLLAND, a Michigan home rule city and municipal corporation of Ottawa and Allegan Counties, Michigan ("City"), acting by and through its Holland Board of Public Works, whose address is 625 Hastings Avenue, Holland, Michigan 49423 ("HBPW"), hereinafter collectively referred to as "Holland", and the TOWNSHIP OF PARK, a Michigan general law township and municipal corporation of Ottawa County, whose address is 52 152nd Avenue, Holland, Michigan 49424, hereinafter referred to as "Township."

RECITALS

Whereas, the City is empowered by Act 34 of the Public Acts of 1917, as amended (MCL 123.141 et seq.), to sell water outside its territorial limits and may contract for the sale of water with a township.

Whereas, the City and Township have entered into prior agreements relating to the sale of water, and provision of water system operation and maintenance services. The prior agreements are acknowledged as follows:

1. Park Township and City of Holland Water Agreement dated May 4, 1978, which establishes the terms under which the City provides retail water service to the area of Park Township south of Lake Macatawa.
2. *Holland City, Park Township, and Laketown Township Trunk main Agreement*, dated May 4, 1978, which establishes the ownership, maintenance and replacement responsibilities for the trunk main constructed in 1978, which begins at 168th Ave and Perry Street, extends south and westerly along 168th Ave and Ottawa Beach Road, crosses Lake Macatawa to 32nd Street where it extends to Old Orchard Road into the City of Holland.

3. *Agreement*, dated November 4, 1992, which limits HBPW liability where easements in Macatawa Park are insufficient to perform water system maintenance and repair work, and property outside of easements must be utilized to complete the work.

4. *Memorandum of Understanding* dated July 19, 2004 that acknowledges that the Rosenberg property, purchased at a potential site for an additional water supply intake and treatment facility, would be included as an asset in the calculation of the wholesale water rate; and that a Segregated Fund would be established to make a record of the amount contributed by the Township toward the Rosenberg property asset, so that it could be returned to the Township if the property was sold and not developed a water supply facility.

5. *City of Holland/ Park Township Water System Operation and Maintenance Contact*, dated August 2, 2004, which establishes the services and terms under which the City agreed to provide to operate and maintain the Township’s water system lying north of Lake Macatawa, including its first amendment dated February 9, 2017 relating to Miss Dig services. The City and Township will enter
into a separate agreement to compensate the City for Miss Dig services relating to the Township’s street lights along Ottawa Beach Road.

Whereas, Holland and Township desire to enter into a retail water agreement that would revise, replace, and consolidate the terms and conditions of the above agreements in accordance with the terms, conditions, and agreements of this Retail Water Agreement as hereinafter set forth (the “Agreement”).

In consideration of the following terms and conditions the parties agree as follows:

**TERMS AND CONDITIONS**

1) **Revocation of Previous Agreements.** The City and Township agree that the terms and conditions of all agreements cited in the Recitals are revoked on the Effective Date (defined below) of this Agreement, and are replaced by the terms and conditions of this Agreement. The reconciliation of costs for the fiscal year of July 1, 2019 to June 30, 2020 stipulated in paragraph 7 of the Water Supply Agreement will be conducted to determine a final bill or credit to the Township. This will be done within the same timeframe as established by past practice under the prior agreements.

2) **Definitions.** The following words, terms, and phrases shall, for all purposes when used in this Agreement, including the preamble and all exhibits, have the following meanings unless a different meaning clearly appears from the context:

   (a) Holland Water System: The entire water system under the jurisdiction, maintenance, or control of the City, including the Township Water Distribution System pursuant to this Agreement. The Holland Water
System does not include the Zeeland transmission main or the Zeeland retail distribution system, which are subject to a wholesale water agreement between the City and the City of Zeeland.

(b) Township Water Distribution System: The water distribution system including distribution water mains, fire hydrants, pumping stations and other appurtenances that are used to deliver water to customers in the Township. The Township Water Distribution System does not include the Water Transmission Mains whose diameters are above 16” that are used to supply water from the Holland water treatment plant to the Holland Water System. The Township Water Distribution System includes the mechanical and piping components of the Spyglass pumping station, but not the building or structural elements of the Spyglass pump station. The building and structural elements of the Spyglass pump station are owned and maintained by the Spyglass Condominium Association pursuant to an agreement between Park Township and the Spyglass Condominium Association dated December 13, 2012.

(c) Transmission Mains: Large pipes (16” and larger in diameter) designed to move large quantities of water from the source of supply (water treatment plant) to the smaller distribution water mains.

(d) Advanced Metering Infrastructure (AMI): the automated, two-way measurement and collection system that includes the meters at the
customer site, communication networks of routers and collectors and broadband, to the central meter data repository.

3) **Park Township Payment to City.** Township agrees to pay the amount of $900,000.00 payable in installment payments at the rate of $180,000.00 per year with the first payment being paid upon execution of this Agreement and 4 additional payments paid on or before July 1 of each year in 2021 through 2024. This amount shall serve as consideration and compensation to the City for (a) its obligation to upgrade the Township’s water metering system, and (b) to contribute capital resources necessary to ensure equity between the existing customers of the Holland Water System and the current customers of the Township. As further consideration, the Township agrees to abnegate any rights to the Segregated Fund described in the Memorandum of Understanding dated July 19, 2004 that has accrued related to the allocation of capital recovery for the Rosenberg property. The City will dissolve the Segregated Fund and incorporate the Fund’s proceeds into its general water fund for the purposes of operation, maintenance and replacement of the Holland Water System, which includes the Township Water Distribution System. The Township will receive no proceeds from disposition the Segregated Fund nor any proceeds from the disposition or other use of the Rosenberg property. The Township has no property or other interest in the Rosenberg property.

4) **Water System Operation.** The Township shall continue to own the Township Water Distribution System. Starting on the Effective Date of this Agreement, the Township shall make its water distribution system available to the City
and the City shall operate and manage the Township Water Distribution System within the Township as part of the Holland Water System. The City shall operate the Township’s water distribution system in the same manner that the City operates and manages its water distribution system within the City and in accordance with the ordinances and regulations of the Township, which, to the extent possible, shall be similar in nature and content to the applicable regulations and ordinances within the City. This shall include, but not be limited to, all state and federal reporting.

5) **Service Area.** The service area includes the portions of the Township south of Lake Macatawa and the portions of the Township north and generally west of Pine Creek that are specified in Exhibit A of this Agreement. The Township shall have the right to connect all residents and other potential water customers located in the Service Area. The City shall have the exclusive right to serve all residents and other potential water customers located in the Service Area.

6) **Management.**

a) Except as provided below, the City reserves to itself the full discretion to make any and all management decisions pertaining to the operation of the Township Water Distribution System within the Holland Water System and all decisions pertaining to the quantity and quality control, including but not being limited to the manner and type of treatment to be given to, and type of quantities of additives, if any, to be inserted in the water furnished under this Agreement, subject only to compliance with the Safe Drinking Water Act.
(and any successor or similar statutes and regulations) for the operation of public water supply systems.

b) In addition, all water distribution facilities constructed by the Township that are connected to the Township Water Distribution System shall be constructed and maintained in accordance with all Safe Drinking Water Act standards for the operation of public water supply systems and the standards of the Holland Water System.

c) Developers who desire to construct water distribution facilities connected to the Township Water Distribution System in the Township shall be required to obtain the prior written consent of the Township. Any such construction shall be done in accordance with paragraph b of this Section.

d) Upon the written consent of the City, the City shall allow the Township to establish and maintain interconnections with adjacent public water supply systems for emergency standby purposes only to the Township. Such interconnections shall not be operated without the advance approval of the City, which shall not be unreasonably withheld or delayed.

7) **Term of Service.** This Agreement shall be effective July 1, 2020 (the “Effective Date”), and shall continue for a term of 30 years ("Initial Term"). Unless the City or the Township provides written notice to terminate this Agreement to the other party, this Agreement shall be subject to automatic renewals for additional terms of thirty (30) years, without notice, as long as the City owns or
operates the Holland Water System. Notice to terminate must be given no less than five years prior to the expiration of the Initial Term or a renewal term.

Upon termination of this Agreement, neither the City nor the Township shall have any duty or obligation under its terms except (i) for any party's duty and obligation to indemnify for any claims, actions, or liabilities arising out of, existing, or occurring during the term of this Agreement, (ii) a settlement of accounts by the parties, and (iii) the performance of any covenants or agreements which contemplate performance after the termination of this Agreement.

8) **Regulations Applicable to Township Water Customers.** Water customers in the Township provided with water pursuant to the Agreement shall comply with all present and future reasonable ordinances, rules, and regulations, which are applicable to the City's water customers, located within its corporate limits and which are appropriate for those water customers in the Township. If requested by the City, the Township shall adopt such reasonable ordinances, rules, and regulations as are required to enforce such reasonable ordinances, rules, or regulations that can be enforced by City authorized personnel. The City shall prepare a draft of any ordinances, rules, and regulations for the Township Water Distribution System, which shall be subject to the review and approval of the Township Board, such approval not to be unreasonably withheld. Each party shall
pay their own respective expenses incurred to effectuate the adoption and enforcement of such ordinances, rules, and regulations. The Township will not refuse to adopt ordinances, rules, and regulations for the Township Water Distribution System that have been adopted by the City for customers in the City. The Township shall have the sole authority to establish the connection fees that will be charged to Township customers for connecting to the Township Water Distribution System.

9) **Water Service and Meter Installation.**

(a) Applications for water service by all persons located in the Service Area shall be made at the Township’s office. Upon receipt of an application and payment of all fees or charges, the Township shall notify the City of its approval and coordinate with the City the installation of the connections to the water main within a reasonable time. All taps shall be inspected and approved by authorized City personnel. The Township shall submit to the City all the pertinent information, including plumbing and other service inspection reports and information about the public and private pipe size, material, fittings, locations, etc. relating to the service line from the tap or curb valve to the meter, required by the City for new customers for its water service records and billing purposes.

(b) The installation and setting of water meters and inspection for cross connections shall be completed by the City. Water meters shall be provided by the City. The City shall invoice the Township for the new
meter installation fee, and tap and service line inspections at the same rate that the City charges its customers located in its corporate limits. The Township shall make payment of the City’s invoice within 30 days of the invoice date. The City will own the meters.

(c) The Township shall have the right to charge such fees or charges for connection, meter, inspection, and other services or expenses as it shall, in its discretion, determine.

(d) The Township and City shall exercise due care in completing all water connections and shall cooperate together in completing such connections as quickly and efficiently as possible.

(e) In the event of a defective meter, the meter shall be repaired and/or replaced by the City to the Township customer, on the same basis as the City charges water customers located within its corporate limits.

(f) Authorized employees of the City shall have the right to enter upon public and private property in the Township to perform the City’s duties pursuant to this Agreement for installation and maintenance of water services and meters.

10) **Advanced Metering Infrastructure (AMI) Installation and Initial Meter Change Out.** The City plans to expand the AMI communications network with additional routers and collectors and change out or upgrade the existing water meters of the customers in the Township Water Distribution System starting upon the Effective Date of this Agreement. The Township agrees to cooperate, assist and provide all permissions needed for the installation of
the routers and collectors required to accept and transmit the radio signals of meter reading data. The City will replace meters or convert existing meters to read in cubic foot units.

11) **Water Rates.** Water customers provided with water pursuant to the Agreement shall be billed by the City for their water consumed as measured by their individual meters, at the same rates, on the same basis as those customers of the City located within its corporate limits. The City shall provide its own water reading services as required to bill water customers within the Township pursuant to this Agreement. Water customers within the Township who have fire protection service without meters shall be billed on the same terms as those similarly situated water customers of the City located within its corporate limits. The Township may, at its election, add an additional charge, in which event the proceeds of such charge shall be remitted by the City to the Township within thirty (30) days following collection. The City may make a reasonable charge to the Township for its expenses in accommodating such extra charge or equalization; which shall not exceed Five Percent (5%) of the revenue produced by the additional charge added by the Township.

12) **Water Customer Billing.** The Township will bill water customers in the Township Water Distribution System for water service provided prior to the Initial Term. Water customers in the Township Water Distribution System shall be billed by the City thereafter with the same frequency and in the same manner as
the water customers within the City. Until the initial meter change out and upgrade project is completed, which shall occur by not later than June 30, 2023, Township customers not connected to the AMI may receive estimated monthly bills during months when existing meters are not read. Meters not connected to the AMI will be read for actual reads at minimum every three months. In addition, such bills shall be payable within the same time limits and with the same discounts or penalties for early or late payment as are provided for those water customers located within the City's corporate limits. All water customers located within the Township who are served by water pursuant to this Agreement shall be treated as near as possible in the same and identical manner as water customers located within the City's corporate limits. The City shall consider, review, and conclude all disputes, disagreements, or other complaints concerning water billing or water service in the same manner as it resolves disputes, disagreements, and complaints in connection with its water customers located within its corporate limits. The City shall provide Park Township or its authorized agent with information related to meter reads in a mutually agreeable format within 7 days as necessary for sewer customer billing. Park Township shall notify the City in writing the contact information for its authorized agent.

13) **Delinquent Bills.** If any Township customer neglects or refuses to make payment of a water bill, then the City shall have the right, after giving such notices and on such basis as would apply to water customers located within its corporate limits, to shut off the Township customer's water. The City shall
notify the Township of all customers more than 90 days delinquent on a water bill annually or at intervals requested by the Township. If such shut-off does not compel payment of such water billing, and proper interest and penalties imposed thereon, then the Township shall no less than annually pay to the City all sums properly due on such billing for water charges and all proper interest and penalties thereon. Payment of such charge by the Township shall act and constitute an assignment by the City to the Township of all its rights and remedies against the delinquent water customer, including the right of the Township to lien such water customer for the amount of such charge. The City shall have the right to impose and collect from Township water customers the same costs and charges it imposes on water customers in its own corporate limits for water shut-off or turn-on.

In addition, if a connection also has public sanitary sewer and the Township notifies the City that there has been a non-payment of the sewer charges, the City will, to the extent allowed by then applicable law, agree to shut off the connection at the water curb stop within 24 hours and until such time that the Township notifies the City that it has received payment for sewer. The Township or its authorized agent shall be responsible for providing any notice to the customer of the impending water shut off due to a delinquent sewer bill.

14) **Interruption and Insufficient Supply.** The City does not guarantee continuous service during breakdown or other emergencies, nor warrant against any interruption in service arising out of such breakdown or other
emergency. If necessary to meet the City’s needs and its contractual obligation to other parties, water supply may, at the option of the City, be restricted in the same manner that customers inside the City’s corporate limits are restricted.

15) **Master Metering Stations.** The master metering stations presently located at 160th Ave and Perry Street, and in 168th Ave and Perry Street owned by the Township shall continue to be part of the Township Water Distribution System and be operated and maintained by the City. If the City determines the master metering stations are no longer necessary and useful, it shall notify the Township. If the Township desires, the City shall release its use of the property, and the Township may use the property for any other uses. If the Township elects to utilize the property for other uses, the Township shall pay all costs associated with removing the stations and piping from the property and reconnecting the piping into the Township Water Distribution System.

16) **Fire Hydrants.** The Township shall have the right to acquire and install such fire hydrants on the water mains, which are part of the Township Water Distribution System, in its discretion, shall determine, provided that the cost of such installation shall be at the expense of the Township. If any fire hydrant in the Township is damaged, the City shall complete such replacement or repair at its expense and shall be able to pursue its remedies against the person causing the damage. The City shall perform all preventive
maintenance required with respect to such fire hydrants. Once the Township becomes aware that a fire hydrant is damaged or defective, the Township shall immediately notify the City. In that event, the City shall, as soon as reasonably possible, repair or replace such fire hydrant. As payment for any water drawn from fire hydrants and for routine maintenance, and in consideration for water to be drawn from fire hydrants in the event of fire, the Township shall pay to the City an annual charge per hydrant, as calculated and charged for hydrants within the Holland Water System, such charge to be paid monthly in advance. The annual fire hydrant charge may be revised by the City on a cost of service basis, and shall be the same across all users of the Holland Water System. The Township and the City shall have the right to use fire hydrants on water mains located on streets along common boundaries. The Township will pay the annual fire hydrant charge for one-half of the hydrants on boundary streets with other governmental entities. The City reserves the right to make a charge for actual water used by the Township if amounts of water used exceed normal and ordinary use, using its commodity rate. Water drawn from hydrants for any other purpose shall be measured by a meter provided by the City and billed in accordance with the City’s rates for hydrant meter rental and water usage.

17) Public Right’s-of-Way and Easements. The Township confirms and authorizes the use of all public right of ways and easements where there is
currently public infrastructure (or where new infrastructure is installed by the Township or a developer) to the City to perform its duties and obligations to maintain and operate the Township Water Distribution System. The Township acknowledges that easements provided for certain portions of the Township Water Distribution System (i.e., in the Macatawa Park area) are not adequate for the City to perform its maintenance or repair work without utilizing adjacent property to place excavated materials and storing equipment and materials. It is also possible when the project is repaired or maintained by the City that structures, such as porches, decks, and foundations, which are located near the boundaries of the project easements may be damaged. In the event that in the course of its maintenance and repair of the project, or performing any duty or obligation by the City, the Township agrees to save, indemnify, and hold harmless the City from and against all claims, costs, actions, causes of action, losses or expenses including reasonable attorney’s fees and expert witness fees result from the use of adjacent property or damages to the property as a result of the project, unless the City acted in a manner that was grossly negligent. The City agrees to use its best efforts to minimize and avoid damages to property outside the easement boundaries.

18) Consent to Use of Public Right-of-Way for Transmission Mains. During the term of this Agreement and thereafter, and any extension or renewal thereof, the Township hereby each agree and consent to the use and occupancy of the streets, rights-of-way, and highways located within the Township depicted on
Exhibit B (the “Agreed Streets/Rights-of-Way”) for the purpose of constructing, operating, maintaining, using, repairing, and/or replacing therein, the existing or future Transmission Mains, consisting of any mains, valves, and other appurtenances which are necessary or related to the functionality of the Transmission Mains constructed by the City in the Township to operate the Holland Water System. This paragraph is intended to satisfy all requirements for consent applicable by the terms of Section 29, Article VII, of the Michigan Constitution of 1963, or as otherwise required by law, and in addition, is intended to supersede the provisions of any existing agreement or ordinance to the contrary and the terms hereof shall continue after termination of this Agreement. The consent of the Township shall also include the right of the City to interconnect with another water utility supplier for the operation of the Holland Water System in, on, or under the Agreed Streets/Rights-of-Way. Areas for a future sanitary sewer on Lakewood Boulevard east of 160th have already been reviewed for potential conflicts by the Township and paid for by the Township. In the event the City requests to construct or install a transmission main or line in areas which are not within the Agreed Streets/Rights-of-Way of the Township, such routes for transmission mains or lines by the City shall require Township approval, which approval shall not be unreasonably withheld or delayed more than 180 days after the date on which proper documentation (plans and specifications and other information and documentation as shall be reasonably necessary) is submitted to the Township. The City and the Township agree to cooperate in reviewing and submitting plans and specifications in order to
effectuate the intent and purpose of this paragraph. In the event the City determines, based upon good engineering practice or matters relating to economic feasibility, that transmission mains or lines cannot be constructed in the Agreed Streets/Rights-of-Way or other streets and rights-of-way of the Township, the City may acquire such rights by purchase or easement, or as otherwise permitted by law, to meet the requirements of this paragraph and agreement.

If the City determines to construct a future water transmission main that has an outside diameter of 24 inches or greater in size, whether located within a public right of way or in an easement, the City will arrange for and pay for a report by the Township Engineer on the then current location of sanitary sewer lines and plan for future sewer lines to determine any potential conflicts as part of the project planning.

The actual physical location of transmission mains by the City in the street or highway rights-of-way shall require Township approval, which shall not be unreasonably withheld or delayed. At the Township’s request and expense, the City shall install additional tees and hydrants in new Transmission Mains. Any existing water line, sewer line, or other Township utility that must be relocated, under good engineering practice, in order to accommodate new and additional City transmission mains shall be relocated at the expense of the City, including any Township engineering fees and legal fees for reviewing or studying other utility relocations.
19) **Zoning/ Plant Expansion.** The Township guarantees that the Holland water treatment plant and the structures appurtenant thereto (including any accessory uses pertaining to the Plant) are permitted uses under the Township Zoning Ordinance on those lands in the Township designated as Parcel Numbers 70-15-21-390-011 and 70-15-21-400-080 (“Existing Site”). For purposes of administering the set-back limitations on the Existing Site for the Plant or any expansion of the Plant, the Township may require, through its zoning ordinances, a maximum front-yard set-back of 75 feet (“Lakeshore Drive”), a maximum side yard set-back of 50 feet (“Perry Street”); a maximum side-yard set-back of 25 feet (north side of existing Plant); and a maximum rear yard set-back of 50 feet (east side of existing Plant), or a setback of a 1:1 ratio based on the height of a building or structure (e.g., if the height of the building or structure is 50 feet, then the Township may impose a yard setback of 50 feet regardless of the maximum setbacks noted). The City and Township hereby acknowledge that the City for the operation of the Holland Water System, may expand the existing Plant, construct an additional water treatment plant (including the construction of a new intake pipe into Lake Michigan). The City shall endeavor to use the Existing Site to meet the requirements of this paragraph. However, if the City determines, based upon good engineering practice or matters relating to economic feasibility, that additional land in the Township, which is adjacent to and touching the Existing Site is necessary, the City may acquire such land by purchase or as otherwise permitted by law to meet the requirements of this paragraph. The City and the Township agree to cooperate in the planning,
development, and construction of an expansion or new plant or an additional water treatment facility by the City on the Existing Site or as the Existing Site may be expanded as provided herein. In the event the Township shall adopt or impose any restriction which would prevent, in whole or in part, the expansion of the Plant on the Existing Site or as the Existing Site may be expanded as provided herein; the development and connection of a new water treatment facility on the Existing Site or as the Existing Site may be expanded as provided herein; the construction and development of an additional Transmission Mains in the Township using the rights-of-way approved now or in the future pursuant to Section 18; this Agreement shall be in default by the Township, and the City, upon 180 days written notice to the Township, may, in addition to any other right or remedy permitted by law or equity, limit the Township from connecting any new customers or adding water main to the Township Water Distribution System until the default by the Township is cured.

20) **Township Water Mains / Existing and New Construction.** The Township shall be responsible to construct and install, at its cost and expense, any and all water distribution facilities and appurtenances within the Township which are connected to the Township Water Distribution System in accordance with applicable requirements of the Safe Drinking Water Act and in accordance with the same construction standards established by the City for the construction of water distribution facilities within the City. Those standards may, from time to time, be amended by the City utilizing good engineering practices. The Township shall have the right to review all construction plans for general
conformance with its Master Plan. The City must approve plans and specifications for any new water mains prior to the commencement of construction and installation, which approval or disapproval shall not be unreasonably withheld or delayed more than thirty (30) days from the date on which proper documentation (plans and specifications and such other information and documentation as shall be reasonably necessary) is submitted to the City. Any denial of the approval by the City of plans and specifications must be based on good engineering practices and design and the reason(s) for such denial shall be stated in writing to the Township. Record drawings, in electronic format and/or other format as may be required by the City, shall be submitted by the Township to the City within ninety (90) days after the final completion of any water mains. Upon reasonable request, the City shall supply the Township with all GIS updates (GIS shape files and pdf versions of final record drawings) made of the Township Water Supply System. Construction pressure and bacterial tests meeting the same standards the City uses for its own water distribution system must be witnessed and approved by the City prior to any connection to the water system. New construction flushing shall be performed by City personnel. City service personnel shall inspect the tapping of any and all distribution mains. In the event the City shall implement a charge for the services described above, in whole or in part, for its retail service customers, such charge(s) shall be billed to the Township in the same manner as other retail service customers are billed within the Holland water System.
If the City elects to extend or replace water mains to provide system performance improvements such as looping or enlarging water mains to allow for additional connection for the Township customers, the Township shall pay the portion of the project that creates additional connections to adjoining properties within the Township. If the Township requests an increase in capacity such as enlarging an existing main or a proposed main by the City, for example a 6 inch diameter line to 12 inch diameter line to allow for extensions in accordance with the Township’s master plan, then the Township would be responsible for payment of the cost due to that increase. Prior to installing such water main improvement project that creates new connections of the added capacity for adjoining properties, the City and Township agree to negotiate in good faith to establish an equitable project cost sharing arrangement.

21) **Limitation on Customer Connections.** The Township shall not permit any customer(s) to connect to the Township Water Distribution System requiring more than a two-inch meter per parcel or any customer that will use the water for agricultural purposes, without the prior written approval by the City.

22) **Ownership of the Trunk Main.** The City and Township affirm that the Township’s one third ownership in the ("Trunk Main") from the Trunk Main's origin at 168th and Perry, crossing Lake Macatawa and extending east on 32nd Street until the Trunk Main crosses the center line of Old Orchard Road is transferred to the City. With the transfer of ownership upon the Effective Date of this Agreement, the Township will no longer be required to share the expenses, costs and expenditures for the maintenance, repair, service, and replacement of
the Trunk Main. The Trunk Main is considered a Transmission Main for the purposes of this Agreement.

23) **Force Majeure.** The City shall not be in default by reason of any failure or delay in the performance of any obligation under this Agreement where such failure or delay arises out of any cause, act, or event beyond the reasonable control of the City. Such causes, acts, or events shall include, without limitation, acts of God, landslides, sinkholes, lightning, hurricanes, earthquakes, fires, explosions, floods, acts of public enemies or terrorism, wars, blockades, insurrections, riots, or civil disturbances, labor disputes, strikes, work-downs, or work stoppages, orders, writs, decrees, or judgments of any federal, state, or local court, administrative agency or governmental body, so long as not the result of wanton or willful action or inaction of the City; provided, however, the City shall contest, in good faith, such order or judgment, and such contest shall not constitute or construe to constitute a wanton or willful act or inaction of the City; suspension, termination, interruption, denial, or failure to renew any permit, license, consent, authorization, or approval necessary to the operation, maintenance, or management of the Holland Water System as long as such event or act is not the result of wanton or willful action of the City; adoption of or change, after the execution of this Agreement, in the federal, state, or local laws, rules, regulations, ordinances, provisions, or licenses, or changes in the interpretation of such laws, rules, regulations, ordinances, permits, or licenses by a court or public agency having jurisdiction; failure of any subcontractor or any supplier to furnish labor, services, materials, or equipment in accordance with its
contractual obligations; or a defect in manufactured components for the production or supply of water. Upon the occurrence of such event of Force Majeure, the City shall use its best efforts to remedy and correct the interruption or delay of service.

The Township shall not be in default by reason of any failure or delay in the performance of any obligation under this Agreement where such failure or delay arises out of any cause, act, or event beyond the reasonable control of the Township. Such causes, acts, or events shall include, without limitation, acts of God, landslides, sinkholes, lightning, hurricanes, earthquakes, fires, explosions, floods, acts of public enemies or terrorism, wars, blockades, insurrections, riots, or civil disturbances, labor disputes, strikes, work-downs, or work stoppages, orders, writs, decrees, or judgments of any federal, state, or local court, administrative agency or governmental body, so long as not the result of wanton or willful action or inaction of the Township; provided, however, the Township shall contest, in good faith, such order or judgment, and such contest shall not constitute or construe to constitute a wanton or willful act or inaction of the Township; suspension, termination, interruption, denial, or failure to renew any permit, license, consent, authorization, or approval necessary to the operation, maintenance, or management of the Township Water Distribution System as long as such event or act is not the result of wanton or willful action of the Township; adoption of or change, after the execution of this Agreement, in the federal, state, or local laws, rules, regulations, ordinances, provisions, or licenses, or changes in the interpretation of such laws, rules, regulations,
ordinances, permits, or licenses by a court or public agency having jurisdiction; failure of any subcontractor or any supplier to furnish labor, services, materials, or equipment in accordance with its contractual obligations; or a defect in manufactured components for the production or supply of water. Upon the occurrence of such event of Force Majeure, the Township shall use its best efforts to remedy and correct the interruption or delay of service.

24) **Indemnification.** The Township agrees to defend, save, indemnify, and hold harmless the City (the "Indemnified Party") from any and all claims, actions, or liabilities, known or unknown, arising out of or connected with the construction, operation, or management of the Township Water Distribution System, including reasonable costs and attorney’s fees incurred by the City in connection with the defense of such claims, actions, or liabilities. Nothing in this paragraph shall be deemed to waive any defense or counterclaim, which the Township may have to such claim, action, or liability to a third party. The Township shall have the option to settle any such claim, action, or liability on such terms as it shall determine. The Township shall not be responsible for the indemnification obligations set forth above with respect to the Indemnified Party to the extent that that Indemnified Party has waived a defense which was known by the Indemnified Party, and that was otherwise available to it by law.

The City agrees to defend, save, indemnify, and hold harmless the Township, and its boards, officers, employees, and agents (the "Indemnified Party") from any claims, actions, or liabilities, known or unknown, arising out of or connected with its construction, operation, or management of the Holland Water
System, including reasonable costs and attorney’s fees incurred by the Township in connection with the defense of such claims, actions, or liabilities. If such claim, action, or liability arises in whole or in part on account of the acts or omissions of an Indemnified Party, then the City indemnification obligation with respect to that Indemnified Party shall be reduced in proportion to the Indemnified Party's percentage of responsibility. Nothing in this paragraph shall be deemed to waive any defense or counterclaim, which the City may have to such claim, action, or liability to a third party. The City shall have the option to settle any such claim, action, or liability on such terms as it shall determine. The City shall not be responsible for the indemnification obligations set forth above with respect to the Indemnified Party to the extent that that Indemnified Party has waived a defense which was known by the Indemnified Party, and that was otherwise available to it by law. The obligation to defend and indemnify the Township shall not apply to claims that would be barred by governmental or statutory immunity if brought directly against the City.

25) **Insurance.** The City and the Township shall maintain or cause to be maintained comprehensive general liability insurance covering the use and operation of their respective water systems. Such insurance may be provided by one or more insurance policies. All such policies of insurance shall be payable on an occurrence basis and shall initially be in the amount of $1,000,000 per occurrence and $1,000,000 in the aggregate for bodily injury or death. In addition, the City and the Township, respectively, shall maintain or cause to be maintained an umbrella or excess liability coverage for $5,000,000. Such
insurance shall not have a deductible in excess of $100,000.00 per occurrence unless approved in writing in advance by both parties. In addition, the City and the Township shall maintain workers disability insurance coverage, in such form and with such limits as may be required by Michigan law, with respect to all of its personnel and all other persons working on or in connection with their water systems throughout the term of this Contract.

All policies of insurance shall be written by insurance companies in good standing and authorized to do business in the State of Michigan. The Township insurance policies shall name the City, the members of its City Council and Holland Board of Public Works and its officers, employees, and agents as additional named insureds. The City insurance policies shall name the Township, the members of its Township Board and its officers, employees, and agents as additional named insureds. The insurance shall provide further that it shall not be cancelled, terminated, or materially modified except upon not less than thirty (30) days prior written notice to the other party. Either party shall, upon request of the other party, furnish to the other party written proof of such insurance coverage, which may be provided by certificate satisfactory to the other party or, at the option of the requesting party, a certified copy of the insurance policy itself. The Township and the City shall require their respective insurance carriers, with respect to all insurance policies, to waive all rights of subrogation against the City or the Township, its directors, officers, agents and employees.

Nothing contained herein shall limit the right of the City or the Township to continue, implement, or establish a separate of pooled self-insurance program
that is in compliance with the terms of this paragraph. Every five (5) years during the term of this Agreement, the Township and the City shall each have the right, on notice to the other, to require that an independent insurance consultant mutually agreeable to the City and the Township be retained to review the insurance coverages to be provided pursuant to this paragraph to determine, based on the then current insurance industry standards, whether the coverages are adequate. The City and the Township, upon agreement with the consultant's recommendation, shall promptly implement any changes in coverage recommended by said consultant.

26) **Limitation of Liability.** The City's liability for any claim for damages under this Agreement shall be limited to direct damages. The City shall not be liable for consequential or incidental damages under this Agreement. The City's total liability to the Township shall not exceed the aggregate sum of one year's prior annual billing by the City to the customers within the Township under this Agreement. Notwithstanding any other provision of this Agreement, neither the City nor its affiliates or subsidiaries, including their officers, directors, employees, or agents shall be liable to the Township for any indirect, incidental, or consequential damages (including, but not limited to, lost profits, lost revenue, or the failure to realize expected savings or costs) sustained or incurred in connection with the performance or non-performance of any provision of this Agreement, or the use or operation of any equipment or water main provided hereunder, regardless of the form of action or whether or not such damages are foreseeable. Any claim or cause of action arising from or in connection with any
default or failure of the City to perform under the terms of this Agreement must be brought within two (2) years after the acceptance of such services from the City. This paragraph shall survive the termination of this Agreement.

This paragraph shall not apply to City liability for any claim for damages under this Agreement based upon the City's refusal to perform and comply with the terms and provisions of this Agreement.

The Township liability for any claim for damages under this Agreement shall be limited to direct damages. The Township shall not be liable for consequential or incidental damages under this Agreement. The Township’s total liability to the City shall not exceed the aggregate sum of one year's prior annual billing by the City to the residents of the Township under this Agreement. Notwithstanding any other provision of this Agreement, the Township, its respective boards, officers, employees, and agents, shall not be liable to the City for any indirect, incidental, or consequential damages (including, but not limited to, lost profits, lost revenue, or the failure to realize expected savings or costs) sustained or incurred in connection with the performance or non-performance of any provision of this Agreement, or the use or operation of any equipment or water main provided hereunder, regardless of the form of action or whether or not such damages are foreseeable. Any claim or cause of action arising from or in connection with any default or failure of the Township to perform under the terms of this Agreement must be brought within two (2) years after the occurrence of the event which is the basis for the asserted liability. This paragraph shall survive the termination of this Agreement. This paragraph shall not apply to any Township liability for any
claim for damages under this Agreement based upon the Township's refusal to perform and comply with the terms and provisions of this Agreement.

27) **Default.** In the event of a default, the non-defaulting party shall notify the other party in writing of the nature of the breach, and the party's intent to terminate the Agreement. If the default occurs and remains uncured by the defaulting party for thirty (30) days after the other party has given a notice of default, the non-defaulting party shall have the right to terminate this Agreement and bring proceedings to recover damages that flow from the defaulting party's breach of this Agreement, and subject to the limitations contained herein. The right to terminate and seek damages shall be cumulative and in addition to any and all rights and remedies available to the parties, including specific performance and other equitable relief. Events of default shall include, without limitation:

a) The Township fails to pay any fee or amount required to be paid pursuant to this Agreement;

b) Either party fails to comply with any other material terms and material conditions of this Agreement; or

c) Either party ceases conducting business in the normal course, admits its insolvency, makes an assignment for the benefit of creditors, or becomes a party to any judicial or administrative proceeding in bankruptcy, receivership, or reorganization.

28) **Dispute Resolution.** Any dispute, interpretation, or breach arising out of this Agreement, shall, upon mutual agreement, be submitted to arbitration. A judgment rendered pursuant to arbitration shall be specifically enforceable in the
Ottawa County Circuit Court or any court of appropriate jurisdiction. In the event the parties fail to agree to arbitrate, the Ottawa County Circuit Court shall be the forum of exclusive jurisdiction.

The parties may agree upon one arbitrator; otherwise, there shall be three (3), one named in writing by the City and one named by the Township within thirty (30) days after notice of arbitration is served by either party upon the other; and a third arbitrator selected by these two (2) arbitrators within thirty (30) days thereafter. Any arbitrator selected by the City or the Township shall have experience or training in the type of controversy or dispute between the parties. No one shall serve as an arbitrator who is in any manner, directly or indirectly, financially interested in this Agreement or in the affairs of the City or the Township.

The arbitration proceedings to be conducted by the arbitrator(s) shall be as mutually agreed by the parties, or, absent an agreement, shall be regulated in accordance with the rules of the American Arbitration Association, or such successor association during the term of the Agreement.

29) **Miscellaneous.**

a) This Agreement shall inure to the benefit of, and be binding upon the parties hereto and their respective successors and permitted assigns. This Agreement shall not be deemed to inure to the benefit of anyone other than the parties.

b) Unless otherwise specifically provided, all notices and other documents to be served or transmitted hereunder shall be in writing and addressed to the respective parties hereto at the addresses stated on page 1 of this Agreement or
such other address or addresses as shall be specified by the parties hereto from
time to time and may be served or transmitted in person or by certified mail
properly addressed with return receipt requested and sufficient postage. If Notice
is given to the City, notice shall be provided to the attention of the General
Manager of the Holland Board of Public Works. If Notice is given to the
Township, notice shall be provided to the attention of the Township Manager.
c) This Agreement may not be amended except by a written agreement properly
signed by the City and the Township.
d) This Agreement is the complete agreement between the parties and supersedes
all prior agreements on the subject matter hereof.

{Signatures on next page}
Whereas the parties have executed this Agreement on the date(s) set forth below and effective as set forth above.

CITY OF HOLLAND

______________________________
Nathan Bocks, Mayor
Dated: February ____, 2020

______________________________
Kathy Grimm, City Clerk
Dated: February ____, 2020

TOWNSHIP OF PARK

______________________________
Dated: February ____, 2020

Approved as to Form

______________________________
Ronald J. VanderVeen
City Attorney
Dated: February ____, 2020
EXHIBIT A
Service Area Map

Holland Twp/Wyoming Service Area

HBPW Retail Service Area

City of Holland Service Area

03/28/2020
EXHIBIT B
Transmission Main Routes

Item 5.a
Agreement to Terminate Water Supply Agreement

THIS AGREEMENT is entered into the ____________ day of ___________________ 2020, between the CITY OF HOLLAND, a Michigan municipal corporation, acting by and through its Holland Board of Public Works, whose address is 625 Hastings Avenue, Holland, Michigan 49423 ("City"), and the TOWNSHIP OF PARK, a Michigan general law township and municipal corporation of Ottawa County, whose address is 52 152nd Avenue, Holland, Michigan 49424, (the "Township") and the COUNTY OF OTTAWA, a Michigan County, acting by and through its Board of County Road Commissioners, whose address is 14110 Lakeshore Drive, Grand Haven, Michigan, (the “County”).

1. Whereas the City, Township and County are parties to the City of Holland/Park Township/ Ottawa County Water Supply Agreement, dated August 2, 2004, which is a wholesale water agreement for the portions of Park Township lying north of Lake Macatawa and generally west of Pine Creek. This agreement replaced the prior agreement being dated August 3, 1972 (the "Waukazoo Water Agreement"). The Waukazoo Water Agreement included, as part of its terms and conditions, a service area (the "Waukazoo Area") in the Township where water purchased by the County from the City pursuant to the Waukazoo Water Agreement. The Waukazoo Area had been amended and expanded pursuant to various amendments to the Waukazoo Water Agreement, those amendments being dated May 4, 1978, January 6, 1981, March 1, 1992, January 19, 1994, and December 11, 2000. (the “Water Supply Agreement”).
Whereas, the City and the Township are parties to other agreements governing the sale of water to and in the Township.

Whereas, the City and the Township have agreed to terminate their various agreements and enter into a new Retail Water Agreement under which the City will provide water to the service area described in the Retail Water Agreement on a retail basis.

Whereas, City, Township and County have determined to revoke and terminate the Water Supply Agreement.

Now Therefore, for and in consideration of the mutual agreements sent forth herein, the City, Township and County agree as follows:

1. **Termination of Water Supply Agreement.** The City, Township and County agree that the Water Supply Agreement is terminated as of the Effective Date. The parties will have no rights or obligations under the Water Supply Agreement after the Effective Date but shall perform any obligations that accrue before the Effective Date.

2. **Effective Date.** The Effective Date is the effective date of the new Retail Water Agreement between the City and the Township.

3. **Complete Agreement.** This Agreement is the complete agreement between the parties with respect to the termination of the Water Supply Agreement and it supersedes all prior representations, negotiations or agreements on the subject matter herein. This Agreement shall have no affect concerning the City’s permission to keep and operate its water transmission mains in the Rights of Way located in the Township.

{Signatures on next page}
Whereas the parties have executed this Agreement on the date(s) set forth below and effective on
the date set forth above.

City of Holland:

By: Nathan Bocks
Its Mayor
Dated: _________ __, 2020

Park Township:

By: _____________________
Its: _____________________
Dated: _________ __, 2020

Ottawa County

By: Kathy Grimm
Its City Clerk
Dated: _________ __, 2020

Approved as to form:

Ronald J. VanderVeen
City Attorney
Dated: _________ __, 2020
MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding, dated August 2, 2004, is between the CITY OF HOLLAND, a Michigan municipal corporation of Ottawa and Allegan Counties, acting by and through the Holland Board of Public Works ("Holland"), the COUNTY OF OTTAWA, Michigan, a County corporation, acting by and through its Board of County Road Commissioners (the "County"), and the TOWNSHIP OF PARK, a Michigan municipal corporation of Ottawa County (the "Township").

Background of Agreement

Holland, the Township, and the County have entered into a Water Agreement (with an effective date of July 1, 2004) for the sale and purchase of potable water in an area of the Township located north of Lake Macatawa ("Water Agreement"). The amount charged by the City to the Township is determined according to a water charge formula defined on Exhibit C of the Water Agreement. Previous to the Water Agreement, Holland, the Township, and the County were parties to the "Waukazoo Water Agreement" dated August 3, 1972, as amended from time to time by the parties. When Holland, the Township, and the County entered into the Waukazoo Water Agreement and the Water Agreement, Holland’s potable lake water had been produced by what is known as the Lake Michigan Water Treatment Plant located in the Township.

On June 26, 2001, Holland purchased certain real property in Saugatuck Township which is commonly known as the Rosenberg property and is legally described on Exhibit A for the purpose of constructing a new water treatment plant (the "Rosenberg Property"). Holland, the County, and the Township have agreed that the book value of the Rosenberg Property or any
other property swapped, exchanged, or otherwise acquired for the Rosenberg Property for the purpose of constructing a new water treatment plant shall be included within the capital recovery portion of the water charge formula for the prior Waukazoo Water Agreement and the Water Agreement.

Terms of Agreement

Holland, the County, and the Township therefore agree that this Memorandum of Understanding shall govern the interpretation and billing under the Water Agreement and the prior Waukazoo Water Agreement as follows:

1. Water Charge Formula. Effective for the fiscal year beginning July 1, 2000, Holland, the County, and the Township agree that the book value, as shown and reflected on the books and records of Holland, for the Rosenberg Property shall be included within the calculation of depreciated capital investment and total capital investment as used in the Waukazoo Water Agreement and Exhibit C of the Water Agreement with such amounts to be billed to the Township pursuant to the respective agreement. The book value of the Rosenberg Property will be the original book value minus accumulated depreciation, if applicable. The calculation of depreciated capital investment and total capital investment as used in the Waukazoo Water Agreement and the Water Agreement shall also include any property which Holland swaps, exchanges, or otherwise acquires for the Rosenberg Property for the purpose of constructing a new water treatment plant.

2. Segregated Fund. Holland shall establish and maintain a segregated fund (the “Segregated Fund”) and deposit in the Segregated Fund that portion of monies received from the County and the Township relating to the inclusion of the Rosenberg Property or any property
which Holland swaps, exchanges, or otherwise acquires for the Rosenberg Property in the capital recovery fund for the purpose of constructing a new water treatment plant. The Segregated Fund shall accrue interest in an amount equal to the investment rate of return for the invested funds of Holland during the term of this Agreement. Holland shall provide the Township and the County with an annual statement of the outstanding balance in the Segregated Fund.

3. **Non-Development of Property.** In the event Holland does not construct a new water treatment plant on the Rosenberg Property or any other property which has been swapped, exchanged, or otherwise acquired for the Rosenberg Property, Holland shall return the respective share of any and all monies and accrued interest in the Segregated Fund to the Township. It is not the intent of the parties to establish a term or duration within which Holland shall make a decision to construct a water treatment plant.

4. **Development of a Laketown Township Water Plant.** In the event Holland shall construct and develop a water plant on the Rosenberg Property or any other property which has been swapped, exchanged, or otherwise acquired for the Rosenberg Property, Holland, upon 30 days notice to the Township, shall pay and apply any and all monies and accrued interest in the Segregated Fund for the costs incurred or to be incurred by the City for the construction and development of the Plant. In the event a water plant is constructed by Holland pursuant to paragraph 4 hereof, the Township shall not be credited for any monies applied from the Segregated Fund for the capital investment charge to be calculated and determined by Holland pursuant to the water charge formula (**Exhibit C**) under the terms of the Water Agreement.
5. Notices. All notices under this agreement shall be sent to the following addresses:

HOLLAND: General Manager
           Holland BPW
           625 Hastings Avenue
           Holland, MI 49423

COUNTY:   Director of Utilities
           Ottawa County Road Commission
           P.O. Box 739
           Grand Haven, MI 49417

TOWNSHIP: Supervisor
           Park Township
           52 152nd Avenue
           Holland, MI 49424

6. Incorporation by Reference. This Memorandum of Understanding incorporates by reference any and all of the terms and conditions of the Waukazoo Water Agreement and the Water Agreement.

7. Amendment. No alteration, amendment, change, or addition to this Memorandum of Understanding shall be binding on the parties unless reduced to writing and signed by all of the parties.

8. Binding Effect. This Memorandum of Understanding shall be binding on the parties hereto, their heirs, successors, personal representatives, and assigns.

9. Severability. If any term or condition of this Memorandum of Understanding is found to be void, invalid, or unenforceable, the validity or enforceability of the remaining terms and conditions shall not be affected or impaired and will continue in full force and effect.

10. Construction. The parties acknowledge that the parties and their counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that
any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendment or modification.

Witnesses:

CITY OF HOLLAND

By

Albert H. McGeethan, Mayor

By

Jennifer L. French, City Clerk

Date: July 2, 2004

APPROVED AS TO FORM

CITY OF HOLLAND

CITY ATTORNEY

DATE: 7/21/2004
Witnesses:

Teresa Carries

Brenda Howell

COUNTY OF OTTAWA - OTTAWA
COUNTY ROAD COMMISSION

By

Lawrence Bruursema, Chairman

By

Michael C. Mikita, Secretary
EXHIBIT A

Part of the South 1/2 of Section 21, Town 4 North, Range 16 West, Laketown Township, Allegan County, Michigan, described as beginning at a point distant North 00°36'40" East 1323.73 feet along the East line of Section 21 and North 88°52'45" West 1316.95 feet from the Southeast corner of Section 21 and proceeding thence along the South line of the South 1/2 of the Northwest 1/4 of the Southeast 1/4 of Section 21, North 88°52'45" West 1230.00 feet; thence North 00°44'39" East 350.00 feet; thence North 88°52'45" West 86.15 feet to the North and South 1/4 line of Section 21; thence North 88°52'45" West 500 feet more or less to the water's edge of Lake Michigan; thence along the water's edge of Lake Michigan Northerly 326 feet more or less to its intersection with the North line of the South 1/2 of the North 1/2 of the Northwest 1/4 of Section 21; thence along the North line of the South 1/2 of the North 1/2 of the Southwest 1/4 of Section 21, South 88°37'24" East 500 feet more or less to the Northwest corner of the South 1/2 of the Northwest 1/4 of the Southeast 1/4 of Section 21; thence along the North line of the South 1/2 of the Northwest 1/4 of the Southeast 1/4 of Section 21, South 88°37'24" East 1315.46 feet; thence along the East line of the South 1/2 of the Northwest 1/4 of the Southeast 1/4 of Section 21, South 00°44'39" West 667.72 feet to the point of beginning.
EXCERPTS OF MINUTES

At a special meeting of the Township Board of the Township of Park, Ottawa County, Michigan, held electronically via telephonic and video conferencing as permitted by the Governor’s Executive Order 2020-15 at the Township Hall at 52 - 152nd Avenue, Park Township, Ottawa County, Michigan, on the 28th day of March, 2020, at 10:00 a.m., local time.

PRESENT: __________________________________________________________
____________________________________________________________

ABSENT: __________________________________________________________

The following resolution was offered by Board Member ________________________ and supported by Board Member __________________________:

COVID-19 RESOLUTION

Park Township, Ottawa County

I. Findings and Declaration – Nature of Public Emergency

A. This Resolution and Order is issued in response to several presumptive and confirmed cases of the coronavirus (COVID-19) in the State of Michigan and Ottawa County, including Park Township.


C. The person-to-person spread of COVID-19 is an imminent threat to the health, safety, and welfare of residents of the State of Michigan, including residents of Park Township, requiring both the State and the Township to take emergency protective actions.

D. On March 10, 2020, the Governor issued Executive Order 2020-4, which declared a state of emergency across the state of Michigan under Section 1 of Article 5 of the Michigan Constitution of 1963, the Emergency Management Act, 1976 PA 390, as amended, MCL 30.401-.421, and the Emergency Powers of the Governor Act of 1945, 1945 PA 302, as amended, MCL 10.31-.33. The Governor has subsequently issued numerous Executive Orders, including but not limited to Executive Orders 2020-5 and 2020-11 (which placed a temporary prohibition on large assemblies and events, and closed Michigan’s public schools), Executive Order 2020-15 (which placed a temporary authorization of remote participation in public meetings and hearings and a temporary relief of open meetings act requirements), and Executive Order 2020-21 (which placed a temporary requirement to suspend activities that are not necessary to sustain or protect life, sometimes referred to as a “shelter in place” order).

E. The Township will need to take action on various matters to maintain the Township during this state of emergency.

II. Emergency Measures, Authorization, and Requirements

A. The Township Manager shall have the authority to determine and designate which Township employees are deemed essential and necessary to conduct minimum basic operations of the
Township, as necessary to comply with Executive Order 2020-21. The Township Manager may call such essential employees to work or send them to work from home as deemed necessary by the Manager, and shall require that any in-person government activities be performed consistently with the social distancing practices, requirements, or other mitigation measures to protect workers, patrons, and residents as established by state or federal authorities, including Executive Order 2020-21.

B. All regular, full-time employees will be paid for a normal 8 hour work day, 5 days a week, regardless of whether they are deemed essential employees. Regular part-time employees will be paid under their normal work schedule. Employees shall be available to assist residents and coworkers to the extent practicable, and consistent with Executive Order 2020-21. Employees may be permitted to work remotely from home as authorized by the Manager, and shall remain available to be reached via email, text, or phone during normal Township operational hours, monitoring communication with their respective department. During this timeframe, an employee’s timesheet will be presumed to be approved based on an honor system, despite not having been signed by the employee’s department head.

C. The Township Manager shall have the authority to pay all bills incurred that are necessary to continue the normal operations of the Township, with the approval of the Finance Director. Prior to paying such bills, the Manager shall direct the Township Clerk’s office to email the bills payable to the Board at least two days prior to issuing and sending out the checks.

D. The Township Manager shall have the authority to sign and enter into new contracts that are necessary to conduct the minimum basic operations of the Township, that are consistent with previously scheduled work, and projects that have been supported by the Board or approved by the Board in the Township’s budget.

III. All resolutions in conflict in whole or in part with this resolution are revoked to the extent of such conflict.

YES: ____________________________________________

_________________________________________________________________

NO: ____________________________________________________

RESOLUTION DECLARED ADOPTED.


____________________________________
Township Clerk
CERTIFICATE

I, the undersigned, the Township Clerk of the Township of Park, Ottawa County, Michigan, certify that the foregoing is a true and complete copy of a resolution adopted by the Township Board at a special meeting held on the 28th day of March, 2020. I further certify that public notice of said meeting was given pursuant to and in full compliance with Michigan Act 267 of 1976, as amended, that the meeting was held in compliance with Executive Order 2020-15, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

______________________________
Township Clerk