

**FIRST AMENDMENT TO  
WATER AND SANITARY SEWER SERVICE AGREEMENT**

**between the**

**CITY OF GRAND RAPIDS  
(the "City")**

**and**

**ADA TOWNSHIP,  
CITY OF EAST GRAND RAPIDS,  
GAINES CHARTER TOWNSHIP, and  
NORTH KENT SEWER AUTHORITY  
(individually a "Customer Community" and  
collectively the "Customer Communities")**

**FIRST AMENDMENT TO WATER AND SANITARY SEWER  
SERVICE AGREEMENT**

**THIS FIRST AMENDMENT TO WATER AND SANITARY SEWER SERVICE AGREEMENT** made and executed as of this 28<sup>th</sup> day of March, 2000 (hereinafter referred to as the "First Amendment"), by and between the **CITY OF GRAND RAPIDS**, Kent County, Michigan, a Michigan municipal corporation (hereinafter referred to as the "City"), and **ADA TOWNSHIP**, Kent County, Michigan, a Michigan general law township, **CITY OF EAST GRAND RAPIDS**, Kent County, Michigan, a Michigan municipal corporation, the **NORTH KENT SEWER AUTHORITY**, Kent County, Michigan, a statutory authority formed pursuant to Act 233 of the Public Acts of Michigan of 1955, as amended, and the **GAINES CHARTER TOWNSHIP**, Kent County, a Michigan charter township (hereinafter referred to individually as a "Customer Community" and collectively as the "Customer Communities")

**RECITALS**

A. The City and some or all of the Customer Communities have entered into a Water and Sanitary Sewer Agreement dated as of January 1, 1999, for the provision of public water and/or sanitary sewer service to Users within certain designated service areas on a wholesale basis.

B. The City and the Customer Communities who have executed this First Amendment have determined to amend the narrative portion of Exhibit C to the Agreement related to the imposition of integrated connection fees.

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

**Section 1. Amendment to Exhibit C to Agreement.** The narrative portion of Exhibit C "Option A Integrated Connection Fees" to the Agreement is amended in its entirety to read as follows:

Except as otherwise provided in the immediately succeeding paragraph, the integrated water service and sanitary sewer service connection fee for single-family and multi-family residential dwelling units shall be adjusted upward and downward as follows: A single-family residential dwelling unit located on a parcel containing 30,000 square feet in calendar year 2000, 28,000 square feet in calendar year 2001, 26,000 square feet in calendar year 2002, 24,000 square feet in calendar year 2003, 22,000 square feet in calendar year 2004, and 20,000 square feet in calendar year 2005 and each year thereafter shall pay the applicable integrated connection fee in accordance with the above schedule. To the extent such parcel is greater than or less than the applicable square footage, one-half the applicable integrated connection fee will increase or decrease by the same percentage increase or decrease in the parcel above or below the applicable square footage. In the case of multi-family residential dwellings, in order to determine the size of the parcel assigned to each dwelling unit for purposes of calculating

the integrated connection fee to be paid by each multi-family residential unit, the total square footage of the parcel on which the multi-family residential dwelling is located shall be divided by the total number of residential units. Notwithstanding any other provision of this Option A, the integrated connection fee for a single-family residential dwelling unit or multi-family residential dwelling unit shall not exceed four and one-half times the applicable base integrated connection fee set forth in the above schedule.

There shall be no upward adjustment in the integrated water service and sanitary sewer service connection fees payable for a single-family residential dwelling unit if (a) each of the following conditions are met (i) a building permit shall have been obtained, (ii) the dwelling unit shall have been constructed, and (iii) a certificate of occupancy shall have been issued prior to January 1, 2000 or (b) local building permit fees have been paid to the local governmental unit prior to January 1, 2000, for a single-family residential dwelling unit to be constructed on or after January 1, 2000. When making a connection for public water service or sanitary sewer service Users living in or owning such single-family residential dwelling units shall pay the applicable base integrated connection fee set forth in the above schedule in the immediately preceding paragraph adjusted downward, if applicable, in accordance with such paragraph.

The Customer Community shall collect the full amount of such integrated connection fees from Users within the Customer Community before permitting connection to the public water system or sewer system, as applicable, in the Customer Community and promptly pay such amounts collected to the Water System and/or Sewer System, as applicable.

**Section 2. Definitions.** All terms not specifically defined in this First Amendment shall have those meanings as defined in the Agreement.

**Section 3. Ratification of Agreement.** Except as amended by this First Amendment, the Agreement is in all other respects hereby ratified and confirmed.

**Section 4. Effective Date.** This First Amendment shall be effective as of the date set forth in the first paragraph hereof.

IN WITNESS WHEREOF, the City and the Customer Communities have caused these presents to be signed by their respective duly authorized officers all as of the day and year first written above.

Executed: \_\_\_\_\_, 2000

CITY OF GRAND RAPIDS

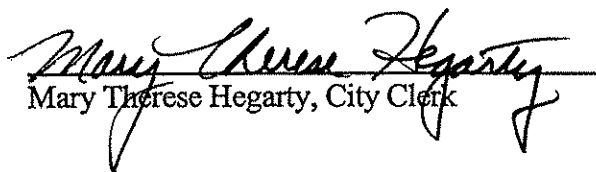
"City"

John H. Logie, Mayor

AFFIX

Mayor's Signature

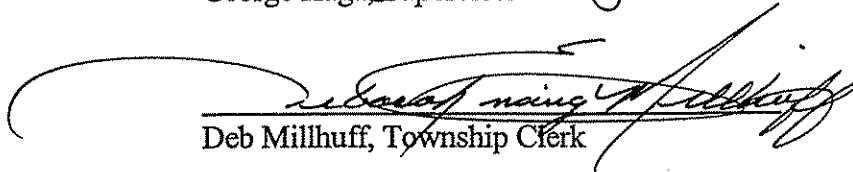
SB 8/21/01

  
Mary Therese Hegarty, City Clerk

Executed: \_\_\_\_\_, 2000

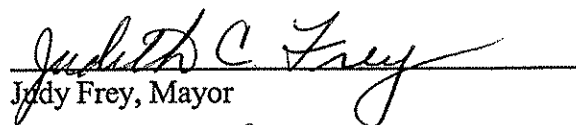
**ADA TOWNSHIP**  
"Customer Community"

  
George Haga, Supervisor

  
Deb Millhuff, Township Clerk

Executed: \_\_\_\_\_, 2000

**CITY OF EAST GRAND RAPIDS**  
"Customer Community"

  
Judy Frey, Mayor

  
Karen Brower, City Clerk

Executed: \_\_\_\_\_

**GAINES CHARTER TOWNSHIP**  
"Customer Community"

\_\_\_\_\_  
Don Hilton, Supervisor

\_\_\_\_\_  
Crystal Osterink, Township Clerk

Executed: \_\_\_\_\_

**NORTH KENT SEWER AUTHORITY**  
**"Customer Community"**

\_\_\_\_\_  
Michael F. Young, Chairperson

\_\_\_\_\_  
Cynthia Heinbeck, Secretary

Approved:

Executed: \_\_\_\_\_

**ALPINE TOWNSHIP**  
**"North Kent Community"**

\_\_\_\_\_  
Sharon Steffens, Supervisor

\_\_\_\_\_  
Cynthia Heinbeck, Township Clerk

Executed: \_\_\_\_\_

**CANNON TOWNSHIP**  
**"North Kent Community"**

\_\_\_\_\_  
James Alles, Supervisor

\_\_\_\_\_  
Bonnie Shupe, Township Clerk

Executed: \_\_\_\_\_

**COURTLAND TOWNSHIP**  
**"North Kent Community"**

\_\_\_\_\_  
James McIntyre, Supervisor

\_\_\_\_\_  
Marilynn J. Crosby, Township Clerk

Executed: \_\_\_\_\_

**PLAINFIELD CHARTER TOWNSHIP**  
"North Kent Community"

\_\_\_\_\_  
Ted Vonk, Supervisor

\_\_\_\_\_  
Susan Morrow, Township Clerk

Executed: \_\_\_\_\_

**CITY OF ROCKFORD**  
"North Kent Community"

\_\_\_\_\_  
Thomas G. Doane, Mayor

\_\_\_\_\_  
Christine M. Bedford, City Clerk