



February 10, 2020

Council Meeting of February 18, 2020

Subject: Water Interconnection Contract

The Honorable Mayor  
and  
Members of the City Council

Ladies and Gentlemen:

A water interconnection contract has been prepared to formalize the process of providing water through a system interconnect among Muskegon water parties (City of Muskegon, City of Norton Shores, Charter Township of Fruitport and the West Michigan Regional Water Authority) and Northwest Ottawa water parties (County of Ottawa, Township of Spring Lake, Village of Spring Lake, Charter Township of Grand Haven, City of Ferrysburg and the City of Grand Haven). The contract defines the activation of an interconnection based on a request from one of the two parties and approval of the supplying party. A request can be made to address a water emergency or for scheduled construction or maintenance activities. This contract is not a water supply agreement.

The contract defines the process for requesting operation of the interconnection, the means of calculating the water passing through it and the billing of the same. The contract further identifies the interconnections currently in place and the party responsible for operation and maintenance of their components.

The contract term extends through October 31, 2042 which coincides with the term of the Water Supply Agreement between the City of Muskegon and the City of Norton Shores and the Charter Township of Fruitport now operating as the West Michigan Regional Water Authority.

City Council is requested to consider approving the Water Interconnection Contract and authorizing the Mayor and Clerk to sign the agreement on behalf of the City by approving the attached resolution.

Respectfully submitted,

Mark C. Meyers  
City Administrator

GAB/sr  
Attachment

Administration/City Clerk (231) 798-4391	Assessing Division (231) 799-6806	Building Division (231) 799-6801	Finance/Treasurer (231) 799-6805	Fire Prevention (231) 799-6809	Fire Department (231) 798-2255
Parks/Recreation (231) 799-6802	Planning/Zoning (231) 799-6800	Police Department (231) 733-2691	Public Works (231) 799-6803	Streets Division (231) 798-2156	Water/Sewer (231) 799-6804

RESOLUTION

WHEREAS, a Water Interconnection Contract between neighboring communities has been prepared in case of an emergency or scheduled construction or maintenance activities, and

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Clerk are authorized to sign the contract and resolution on behalf of the City.

At a regular meeting of the City Council of the City of Norton Shores, held at the Norton Shores Branch Library, 705 Seminole Road, on the 18<sup>th</sup> day of February, 2020, the foregoing resolution was moved for adoption by Council Member. The motion was supported by Council Member.

Ayes:

Nays:

Abstain:

Resolution declared adopted/denied.

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Shelly Stibitz, City Clerk



## Internal Memo

February 11, 2020

TO: Mark C. Meyers, City Administrator

FROM: Gerald A. Bartoszek, Public Works Director *GAB*

SUBJECT: Water Interconnection Contract

A water interconnection contract has been prepared to formalize the process of providing water through a system interconnect among Muskegon water parties (City of Muskegon, City of Norton Shores, Charter Township of Fruitport and the West Michigan Regional Water Authority) and Northwest Ottawa water parties (County of Ottawa, Township of Spring Lake, Village of Spring Lake, Charter Township of Grand Haven, City of Ferrysburg and the City of Grand Haven). This contract replaces and updates a contract from 2003. The new contract is needed primarily because of the change of our water supplier from Muskegon Heights to Muskegon along with the creation of the West Michigan Regional Water Authority.

The contract defines the activation of an interconnection to supply water based on a request from one of the two parties and approval of the supplying party. A request can be made to address a water emergency or for scheduled construction or maintenance activities. It is important to point out that this contract is not a water supply agreement.

The contract defines the process for requesting operation of the interconnection, the means of calculating the water passing through it and the billing of the same. The contract further identifies the interconnections currently in place and the party responsible for operation and maintenance of their components.

The contract term extends through October 31, 2042 which coincides with the term of the Water Supply Agreement between the City of Muskegon and the City of Norton Shores and the Charter Township of Fruitport now operating as the West Michigan Regional Water Authority.

The Michigan Department of Environment, Great Lakes & Energy (EGLE) endorses having such a contract in order to provide safe, clean water in instances of short-term water needs. The document has been reviewed and approved by the City Attorney. The other signatory jurisdictions have also reviewed and endorsed the contract which is in the process of being acted on by all of the affected parties.

WATER INTERCONNECTION CONTRACT

THIS CONTRACT, dated for reference purposes as of March 1, 2020 is by and among the City of Muskegon, a Michigan municipal corporation, whose address is 933 Terrace, Muskegon, Michigan 49440, referred to as “Muskegon”; the City of Norton Shores, a Michigan municipal corporation, whose address is 4814 Henry Street, Norton Shores, Michigan, 49441, referred to as “Norton Shores”; the Charter Township of Fruitport, a Michigan charter township, whose address is 5865 Airline Road, Fruitport, Michigan, 49415, referred to as “Fruitport”; the West Michigan Regional Water Authority, whose address is 4814 Henry Street, Norton Shores, MI 49441, referred to as “WMRWA”; the County of Ottawa, a body corporate created under the provisions of the Michigan Constitution, acting by and through its Board of County Road Commissioners, whose address is 14110 Lakeshore Drive, Grand Haven, Michigan, 49417, referred to as “Ottawa County”; the Township of Spring Lake, a Michigan general law township, whose address is 106 S. Buchanan Street, Spring Lake, Michigan 49456, referred to as “Spring Lake Township”; the Village of Spring Lake, Michigan municipal corporation, whose address is 102 West Savidge Street, Spring Lake, Michigan, 49456, referred to as “Spring Lake Village”; the Charter Township of Grand Haven, a Michigan charter township, whose address is 13300 168<sup>th</sup> Avenue, Grand Haven, Michigan, 49417, referred to as “Grand Haven Township”; the City of Ferrysburg, a Michigan municipal corporation, whose address is 17290 Roosevelt Road, PO Box 38, Ferrysburg, Michigan, 49409, referred to as “Ferrysburg”; and the City of Grand Haven, a Michigan municipal corporation, whose address is 519 Washington Avenue, Grand Haven, Michigan, 49417, referred to as “Grand Haven.” This Contract is made with reference to the following facts and circumstances:

A. Muskegon, Norton Shores, Fruitport and WMRWA (collectively referred to as the “Muskegon Parties”) own and/or operate water systems (or portions thereof) in Muskegon County, Michigan.

B. Ottawa County, Grand Haven, Spring Lake Township, Spring Lake Village, Ferrysburg, and Grand Haven Township (collectively referred to as the “Northwest Ottawa Parties”) own and/or operate water systems (or portions thereof) in Ottawa County, Michigan.

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C. These water systems are adjacent to each other at various points along the common border between Muskegon County and Ottawa County.

D. The parties have previously interconnected the Muskegon Parties water systems and the Northwest Ottawa Parties water systems at five locations on the Ottawa County/Muskegon County boundary line. These locations are designated as Interconnections A, B, C, D, and E respectively, as described on attached Exhibit A. These interconnections, along with any future interconnections of the Muskegon County water systems and the Ottawa County water systems accomplished with the consent of one of the Muskegon Parties and one of the Northwest Ottawa Parties, are referred to collectively as the "Interconnections."

E. The parties recognize and wish to better plan for the possibility that a water emergency or maintenance or construction of a water system may give rise to circumstances in which a party asks for temporary interconnection of the systems, recognizing that there is no entitlement or right to insist on such interconnection but that the parties nevertheless will strive to accommodate such a request when reasonably possible and when doing so would not pose an unacceptable risk to the operation of another water system.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein contained, it is agreed by the parties hereto as follows:

Section 1. General Agreement. The parties agree that the Interconnections shall be governed by the terms and provisions of this Contract.

Section 2. Maintenance of Interconnections. Spring Lake Township shall be responsible for maintaining the valve for the Interconnection A. Spring Lake Township and Fruitport shall each be responsible for maintaining the water mains (within their respective jurisdictions) which lead to the Interconnection A valve. Spring Lake Township shall provide routine maintenance for the valve (opening it, closing it and inspecting it) without charge. Should the valve require a replacement of parts, seals, etc., or other maintenance beyond routine matters, then all costs and expenses of such maintenance shall be divided equally between Fruitport and Ottawa County. Ottawa County shall allocate its portion of the cost among Spring Lake Township, Spring Lake Village and Ferrysburg pro rata, based on their retail water usage for the previous fiscal year.

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For Interconnection B, Spring Lake Township shall be responsible for maintaining the southerly valve, and Fruitport shall be responsible for maintaining the northerly valve. Spring Lake Township and Fruitport shall be responsible for maintaining the water mains (within their respective jurisdictions) which lead to these valves. Spring Lake Township and Fruitport shall provide routine maintenance for the southerly valve and the northerly valve, respectively (opening it, closing it, and inspecting it) without charge. Should the southerly valve require a replacement of parts, seals, etc., or other maintenance beyond routine matters, then all costs and expenses of such maintenance shall be paid by Ottawa County and allocated among Spring Lake Township, Spring Lake Village and Ferrysburg pro rata, based on their retail water usage for the previous fiscal year. Should the northerly valve require a replacement of parts, seals, etc., or other maintenance beyond routine matters, then all costs and expenses of such maintenance shall be paid by Fruitport. Should the pipeline between the southerly and northerly valves require repair or replacement, as determined by Spring Lake Township, then all costs and expenses of such work shall be divided equally by Fruitport and Ottawa County. Ottawa County shall allocate its share of the cost among Spring Lake Township, Spring Lake Village and Ferrysburg pro rata, based on their retail water usage for the previous fiscal year.

For Interconnections C, D, and E, Spring Lake Township shall be responsible, in each case, for maintaining the southerly valve, and Norton Shores shall be responsible, in each case, for maintaining the northerly valve. Spring Lake Township and Norton Shores shall each be responsible for maintaining the water mains (within their respective jurisdictions) which lead to these valves. Spring Lake Township and Norton Shores shall provide routine maintenance for the southerly valves and northerly valves, respectively (opening them, closing them, and inspecting them) without charge. Should a southerly valve require a replacement of parts, seals, etc., or other maintenance beyond routine matters, then all costs and expenses of such maintenance shall be paid by Ottawa County and allocated Spring Lake Township, Spring Lake Village and Ferrysburg pro rata, based on their retail water usage for the previous fiscal year. Should a northerly valve require a replacement of parts, seals, etc., or other maintenance beyond routine matters, then all costs and expenses of such maintenance shall be paid by Norton Shores. Should a pipeline between the southerly and northerly valves require repair or replacement, as

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determined by Spring Lake Township and Norton Shores collectively, then all costs and expenses for such work shall be divided equally between Norton Shores and Ottawa County. Ottawa County shall allocate its share of the cost among Spring Lake Township, Spring Lake Village and Ferrysburg pro rata, based on their retail water usage for the previous fiscal year.

For future Interconnections of the Muskegon County water systems and the Ottawa County water systems accomplished with the consent of one of the Muskegon Parties and one of the Northwest Ottawa Parties, Spring Lake Township shall be responsible, in each case, for maintaining the southerly valve, and, depending on the location of the Interconnection, Norton Shores or Fruitport (i.e., the local unit within which the northerly valve of the Interconnection is located) shall be responsible, in each case, for maintaining the northerly valve. Spring Lake Township, on the one hand, and Norton Shores or Fruitport (depending on the local unit within which the relevant water mains are located) on the other hand, shall each be responsible for maintaining the water mains which lead to these valves. Spring Lake Township shall provide routine maintenance for the southerly valves (opening them, closing them, and inspecting them) and Norton Shores or Fruitport shall provide the same routine maintenance for the northerly valves, all without charge. Should a southerly valve require a replacement of parts, seals, etc., or other maintenance beyond routine matters, then all costs and expenses of such maintenance shall be paid by Ottawa County and allocated among Spring Lake Township, Spring Lake Village and Ferrysburg pro rata, based on their retail water usage for the previous fiscal year. Should a northerly valve require a replacement of parts, seals, etc., or other maintenance beyond routine matters, then all costs and expenses of such maintenance shall be shared by Norton Shores or Fruitport (i.e., the local unit within which the northerly valve of the Interconnection is located). Should a pipeline between the southerly and northerly valves require repair or replacement, as determined by Spring Lake Township and Norton Shores or Fruitport (i.e., the local unit within which the northerly valve of the Interconnection is located), then all costs and expenses for such work shall be divided equally by Norton Shores or Fruitport (i.e., the local unit within which the northerly valve of the Interconnection is located) and Ottawa County. Ottawa County shall allocate its share of the cost among Spring Lake Township, Spring Lake Village and Ferrysburg pro rata, based on their retail water usage for the previous fiscal year.

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Notification shall be given by personal delivery, by telephone, by facsimile transmission, by e-mail, or by ordinary mail in advance of undertaking maintenance, repair and/or replacement, or construction that may prompt a request to open an Interconnection. For such maintenance, repair and/or replacement, or construction to be performed by Spring Lake Township, Spring Lake Township shall give notice to Muskegon in all cases and, in addition, for Interconnection B, Fruitport, and for Interconnections C, D, and E, Norton Shores. For maintenance, repair and/or replacement, or construction to be performed by Fruitport for Interconnection B, Fruitport shall give notice to Ottawa County and Spring Lake Township. For maintenance, repair and/or replacement, or construction to be performed by Norton Shores for Interconnections C and D, Norton Shores shall give notice to Ottawa County and Spring Lake Township. If possible, notice shall be given at least 3 days in advance of the commencement date of the maintenance, repair and/or replacement, or construction.

Section 3. Use of Interconnections. The Interconnections may be utilized as provided in this Contract in the event of an emergency situation that results in the loss of water supply or threatens the loss of water pressure, quantity, or quality of water service to any or all of the parties (a "Water Emergency"). The Interconnections also may be utilized as provided in this Contract in the event of scheduled maintenance or scheduled construction of the water system of a party.

If any or all of the Northwest Ottawa Parties desire to utilize one or more of the Interconnections, a request shall be made to the Water and Sewer Superintendent of Norton Shores (or his or her designee) or to the Director of Public Utilities of Fruitport (or his or her designee), depending on the location of the Interconnection(s). This request shall be made by Spring Lake Township. The request shall include the reason for the request, the time during which the Interconnection(s) would be opened, the estimated flow rate through the Interconnection(s), the estimated duration that the Interconnection(s) would be open and the person who would be in charge of the Interconnection(s) opening and his/her phone number. The party to whom the request is made (i.e., either Norton Shores or Fruitport) shall immediately contact the Muskegon Filtration Plant Superintendent (or his or her designee) to discuss the request and either approve or deny the request. (As noted in the preamble to this Contract, the

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parties recognize that there is no entitlement or right to insist on interconnection but the parties nevertheless will strive to accommodate such a request when reasonably possible and when doing so will not pose an unacceptable risk to the operation of another water system.) Upon completion of the use of the Interconnection, the person in charge of the Interconnection opening shall complete a "Valve Operation Report" and serve and transmit a copy, in the manner provided in Section 8, to both Ottawa County and Muskegon. A sample of the report is included as Exhibit G. If any of the Muskegon Parties desire to use the Interconnection(s), a request shall be made to the Director of Public Works of Spring Lake Township (or his or her designee). This request may be made by any or all of the Muskegon Parties. The request shall include the reason for the request, the time during which the Interconnection(s) would be opened, the estimated flow rate through the Interconnection(s), the estimated duration that the Interconnection(s) would be open and the person who will be in charge of the Interconnection(s) opening and his/her phone number. Spring Lake Township shall immediately contact the Water Facilities Manager of the Northwest Ottawa Water Treatment Plant or his/her designee to discuss the request and either approve or deny the request. (Again, as noted in the preamble to this Contract, the parties recognize that there is no entitlement or right to insist on interconnection but the parties nevertheless will strive to accommodate such a request when reasonably possible and when doing so will not pose an unacceptable risk to the operation of another water system.) Upon completion of the use of the Interconnection, the person in charge of the Interconnection opening shall complete a "Valve Operation Report" and serve and transmit a copy, in the manner provided in Section 8, to both Ottawa County and Muskegon. A sample of the report is included as Exhibit G. Interconnection E will be the preferred interconnection to use if it meets the needs of the parties, as this connection can be metered.

The terms and conditions of this Contract apply only to the use of the Interconnection(s) in the event of a Water Emergency situation, scheduled maintenance, or scheduled construction as described above. This is not a water supply agreement. Use of an Interconnection for any other reason, including lack of water quantity due to high water demand and/or lack of adequate system infrastructure, is not covered by this Contract. In the event the parties desire to utilize

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the Interconnection(s) for any other reason(s), the terms of that use and rates charged for water used shall be negotiated separately.

Section 4. Water Usage. If an Interconnection valve is opened, water usage shall be estimated by the party supplying the water, recognizing that both the supplying party and the requesting party (or parties) may need to communicate and exchange information in order to make the estimate as accurate as possible within reason. If Interconnection E is used and the meter is utilized, this meter reading shall be the water usage. Spring Lake Township and Norton Shores or Fruitport Township, depending on the location of the water use, shall have the option to bill its counterpart for this water usage if the party supplying the water so elects. If the water supplier elects to render a billing, the billing shall be at the normal wholesale rate. However, if the emergency interconnection use was found to cause or be a significant factor in causing the supplying treatment plant to incur additional electrical costs due to a peak load condition, then a portion or all of these costs shall be allocated to the party receiving the interconnection water. All billings rendered pursuant to this paragraph shall be paid within thirty (30) days of their date.

Section 5. Risk of Loss and Insurance. Fruitport and the Northwest Ottawa Parties shall have equal responsibility for risk of loss for the valve for Interconnection A and the other Interconnection A facilities exclusive of the water mains leading to Interconnection A. Norton Shores or Fruitport (i.e., the local unit within which the northerly valve of the Interconnection is located) Norton Shore or Fruitport (i.e., the local unit within which the northerly valve of the Interconnection is located) shall have sole responsibility for risk of loss to the northerly Interconnection valves for Interconnections B, C, D, and E, respectively, and the Northwest Ottawa Parties shall have sole responsibility for the risk of loss to the southerly Interconnection valves for these Interconnections. The parties may insure the respective Interconnection valves and facilities for which they have responsibility at their own expense.

Norton Shores or Fruitport (i.e., the local unit within which the northerly valve of the Interconnection is located) Norton Shores or Fruitport (i.e., the local unit within which the northerly valve of the Interconnection is located) and the Northwest Ottawa Parties, respectively, shall have full responsibility for risk of loss to the water main that each is required to maintain as is provided in Section 2 except that with respect to the water pipelines between the southerly

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and northerly valves for Interconnections B and C, respectively, Norton Shores or Fruitport (i.e., the local unit within which the northerly valve of the Interconnection is located) Norton Shores or Fruitport (i.e., the local unit within which the northerly valve of the Interconnection is located) and the Northwest Ottawa Parties shall have equal responsibility for risk of loss.

Section 6. Term. This Contract shall be effective as of March 1, 2020 and shall continue until October 31, 2042. The Interconnection Contract between the parties dated December 1, 1981 and May 1, 2003 are revoked, as are all other contracts and agreements which pertain to the Interconnections that are the subject of this Contract, except for the provisions of those Contracts which contemplate performance after termination including, but without limitation, the indemnification provisions.

Section 7. Miscellaneous. Neither this Contract nor any rights under it may be assigned nor may any duty be delegated (except as is provided in this Contract) without the prior written consent of all of the non-assigning or non-delegating parties. Any attempt to assign or delegate rights or duties without prior written consent shall be void. This Contract shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

All notices and other documents to be served and transmitted hereunder shall be in writing and addressed to the designated contact persons for the respective parties hereto at the addresses stated on page 1 of this Contract or such other address or addresses as shall be specified by the parties hereto from time to time and may be served or transmitted by personal delivery, by facsimile transmission, by e-mail, or by ordinary or certified mail properly addresses with sufficient postage. This is an integrated Contract. It contains the full understanding of the parties and supersedes all other understandings, agreements or conditions, written or oral, regarding the subject matter of this Contract. This Contract has been executed in the State of Michigan and shall be governed by Michigan law. The waiver by any party hereto of a breach or violation of any provision of this Contract shall not be a waiver of any subsequent breach of the same or any other provision of this Contract. If any section or provision of this Contract is unenforceable for any reason, the unenforceability thereof shall not impair the remainder of this Contract, which shall remain in full force and effect. It is contemplated that this Contract will be

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executed in multiple counterparts, all of which together shall be deemed to be one Contract. The captions in this Contract are for convenience only and shall not be considered as part of this Contract or in any way to amplify or modify the terms and provisions hereof. This Contract shall be enforceable only by the parties hereto and their successors in interest by virtue of an assignment which is not prohibited under the terms of this Contract and no other person shall have the right to enforce any of the provisions contained herein. All exhibits attached hereto are incorporated herein by reference as though fully stated herein. No amendment, modification or waiver shall be effective unless in writing and signed by all parties. All rights and remedies set forth in this Contract are cumulative and are in addition to any other legal or equitable rights and remedies.

IN WITNESS WHEREOF, the parties have executed this Contract.

Execution Copy

Witnessed as to both signatures by:

\_\_\_\_\_

\_\_\_\_\_

CITY OF MUSKEGON

By: \_\_\_\_\_

Its: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Dated: \_\_\_\_\_

Execution Copy

Witnessed as to both signatures by:

\_\_\_\_\_

\_\_\_\_\_

CITY OF NORTON SHORES

By: \_\_\_\_\_

Its: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Dated: \_\_\_\_\_

Execution Copy

Witnessed as to both signatures by:

\_\_\_\_\_

\_\_\_\_\_

CHARTER TOWNSHIP OF FRUITPORT

By: \_\_\_\_\_

Its: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Dated: \_\_\_\_\_

Execution Copy

Witnessed as to both signatures by: COUNTY OF OTTAWA, by its Board of County Road Commissioners

\_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Dated: \_\_\_\_\_

Execution Copy

Witnessed as to both signatures by:

\_\_\_\_\_

\_\_\_\_\_

TOWNSHIP OF SPRING LAKE

By: \_\_\_\_\_

Its: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Dated: \_\_\_\_\_

Execution Copy

Witnessed as to both signatures by:

\_\_\_\_\_

\_\_\_\_\_

VILLAGE OF SPRING LAKE

By: \_\_\_\_\_

Its: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Dated: \_\_\_\_\_

Execution Copy

Witnessed as to both signatures by:

\_\_\_\_\_

\_\_\_\_\_

CHARTER TOWNSHIP OF GRAND  
HAVEN

By: \_\_\_\_\_

Its: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Dated: \_\_\_\_\_

Execution Copy

Witnessed as to both signatures by:

\_\_\_\_\_

\_\_\_\_\_

CITY OF FERRYSBURG

By: \_\_\_\_\_

Its: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Dated: \_\_\_\_\_

Execution Copy

Witnessed as to both signatures by:

\_\_\_\_\_

\_\_\_\_\_

CITY OF GRAND HAVEN

By: \_\_\_\_\_

Its: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Dated: \_\_\_\_\_

Execution Copy

Witnessed as to both signatures by:

\_\_\_\_\_

\_\_\_\_\_

WEST MICHIGAN REGIONAL  
WATER AUTHORITY

By: \_\_\_\_\_

Its: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Dated: \_\_\_\_\_

## **EXHIBIT A**

### **Interconnection A**

On the North line of Section 1, Town 8 North, Range 16 West of Spring Lake Township, which is the South line of Section 36, Town 9 North, Range 16 West of Fruitport Township (the Village of Fruitport), at a point in the Fruitport Road right-of-way 420 feet south of the intersection of the centerline of Fruitport Road and Apple Drive as shown on Exhibit B.

### **Interconnection B**

430 feet north of North line of Section 2, Town 8 North, Range 16 West of Spring Lake Township, which is the South line of Section 35, Town 9 North, Range 16 West of Fruitport Township, at points in the Judson Road right-of-way a valve 30 feet North and a valve 35 feet North of the centerline of Claire Lane as shown on Exhibit C.

### **Interconnection C**

On the North line of Section 4, Town 8 North, Range 16 West of Spring Lake Township, which is the South line of the City of Norton Shores, at points in the 174<sup>th</sup> Avenue (Grand Haven Road) right-of-way a valve 5 feet South and a valve 36.5 feet North of the centerline of Wilson Road as shown on Exhibit D.

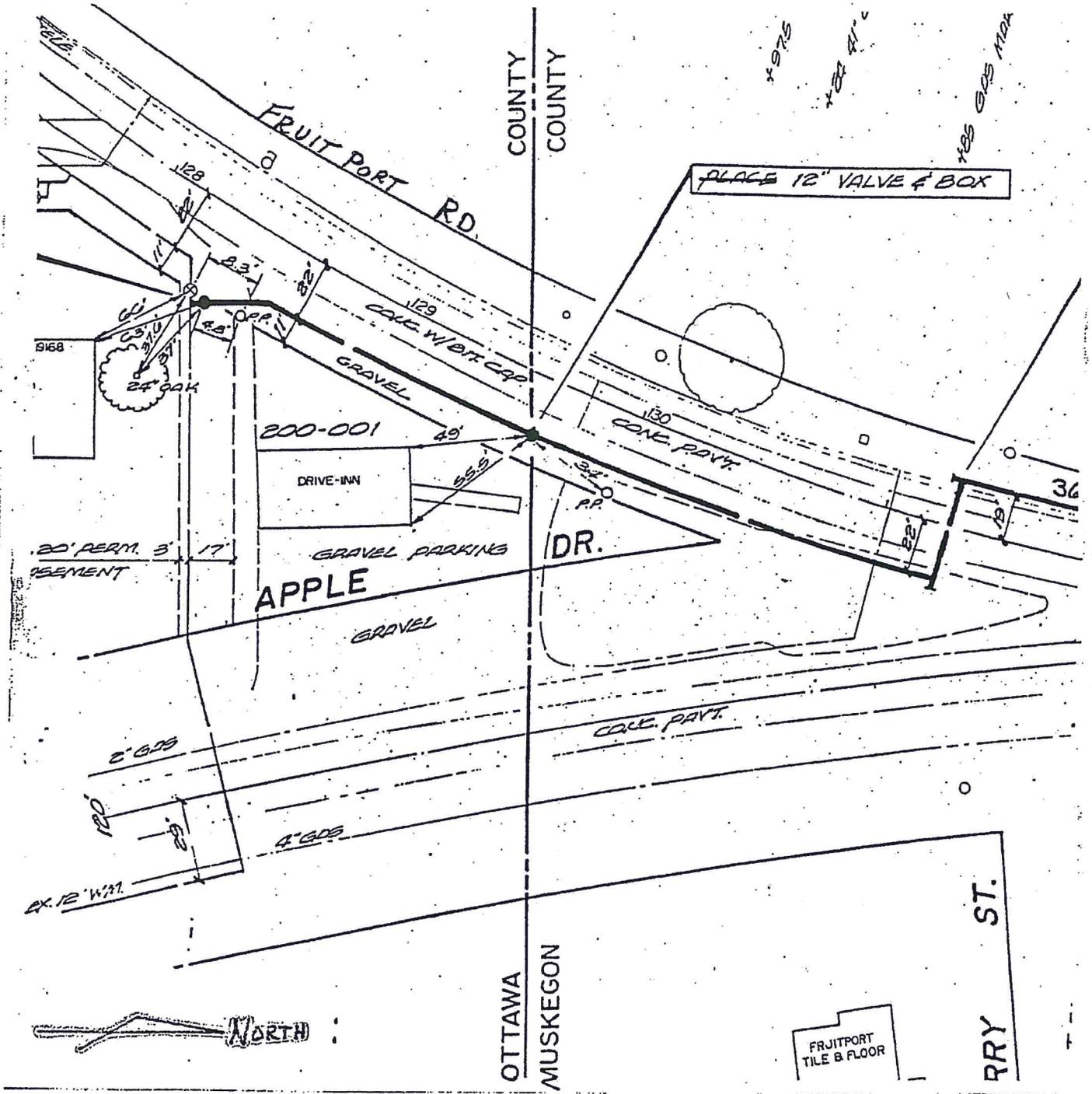
### **Interconnection D**

On the North line of Section 6, Town 8 North, Range 16 West of Spring Lake Township, which is the South line of the City of Norton Shores, at points in the Palm Drive (Black Lake Road) right-of-way a valve 18 feet South and a valve 12 feet North of the Ottawa County – Muskegon County line as shown on Exhibit E.

### **Interconnection E**

Located at the NW  $\frac{1}{4}$  of Section 3, T8N, R16W of Spring Lake Township, which is the South line of Fruitport Township, at points in the Harvey Street (168<sup>th</sup> Avenue) right of way a valve 9 feet and a valve 18 feet North of the Ottawa County – Muskegon County line as shown on Exhibit F.

**EXHIBIT B**



**EXHIBIT C**



SCALE 1" = 40'

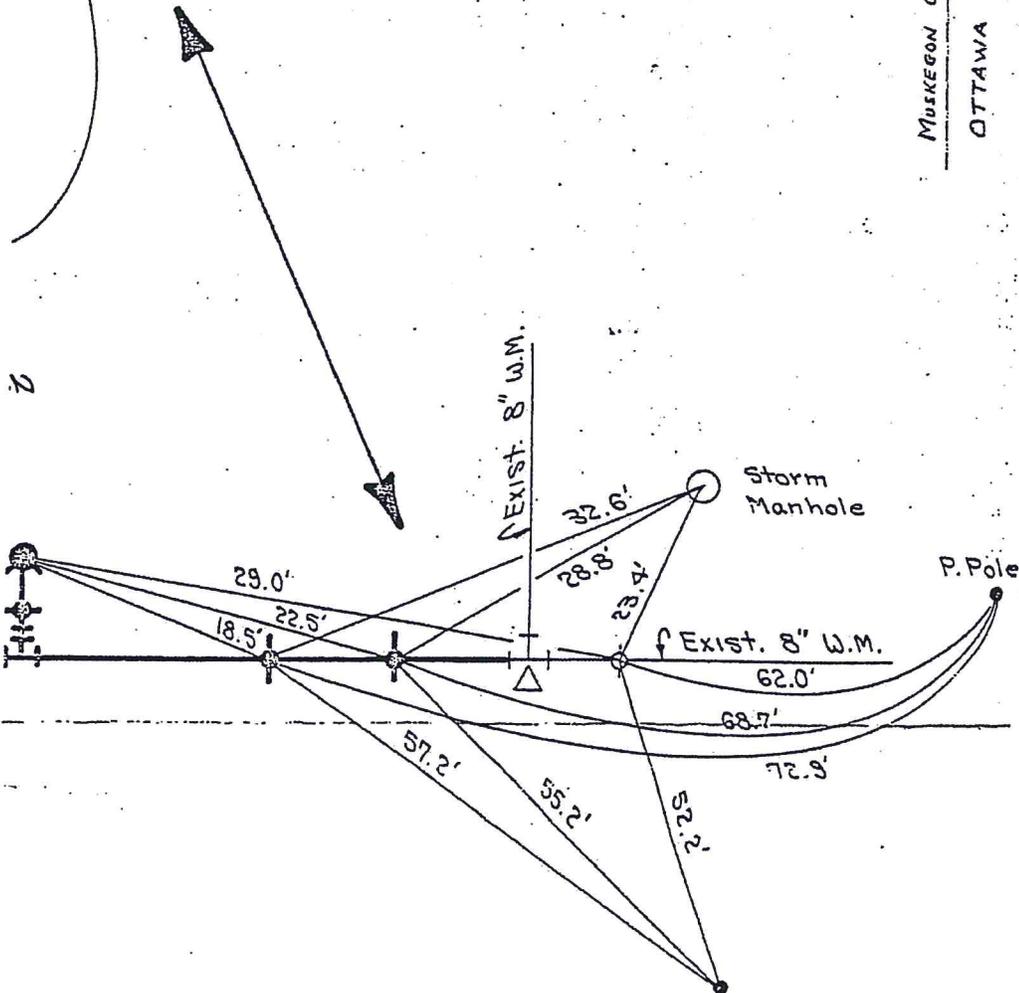
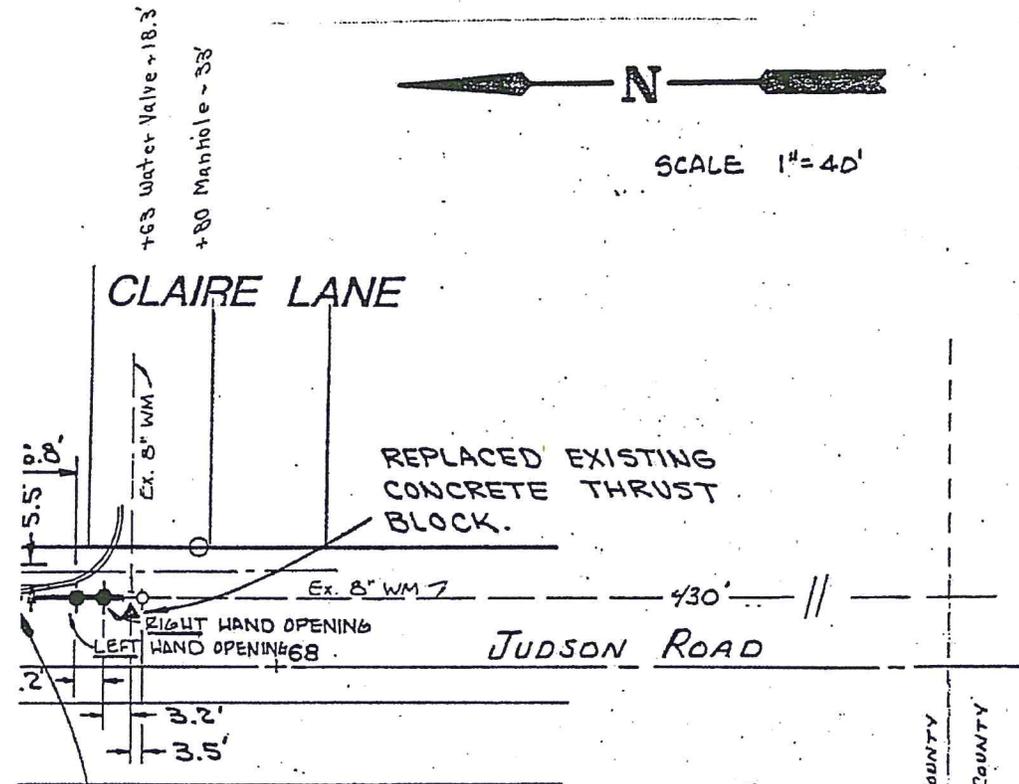
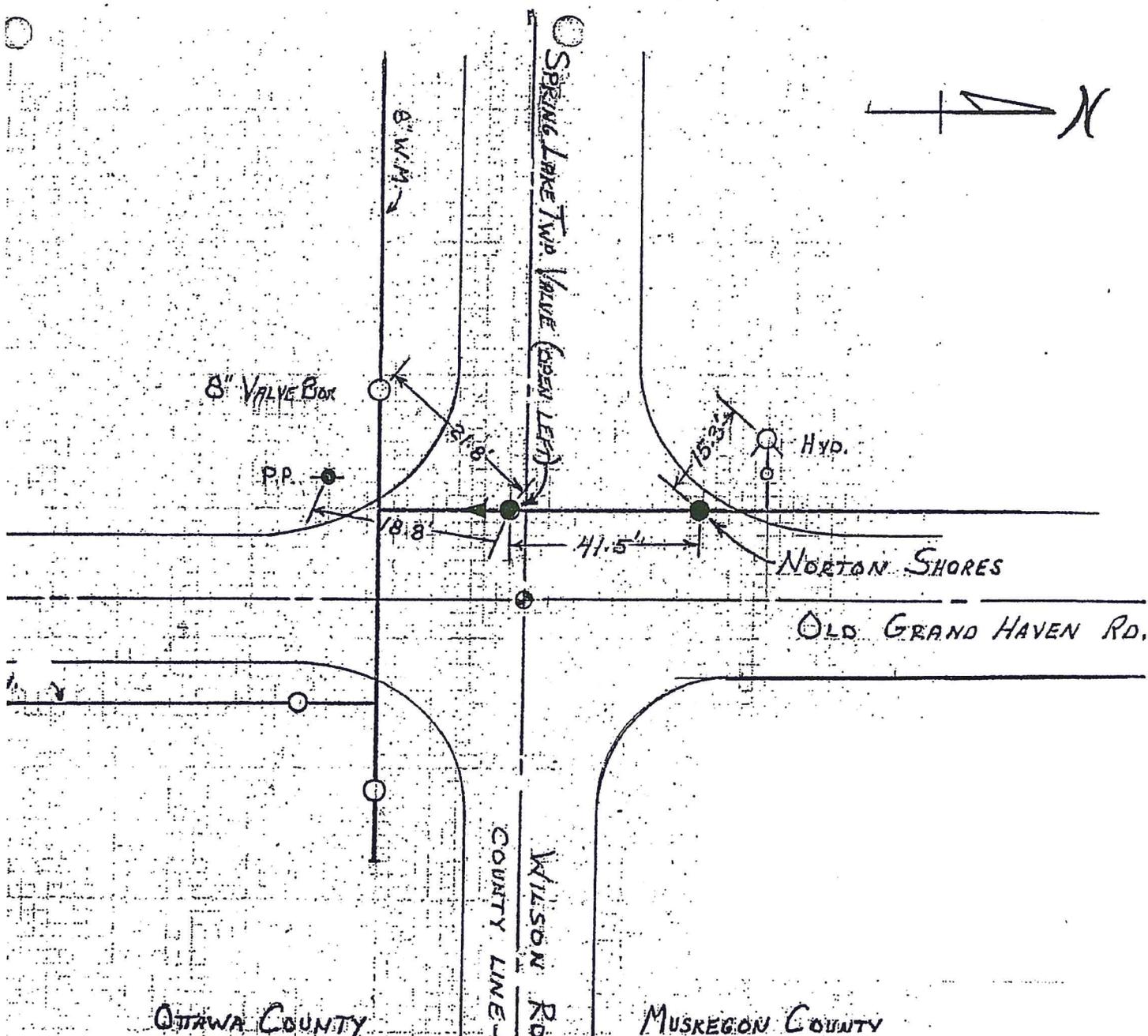


EXHIBIT D







**EXHIBIT G**

**Muskegon County – Ottawa County Emergency Water Supply Interconnection**

**Valve Operation Report**

1. Reason for opening: \_\_\_\_\_ Emergency \_\_\_\_\_ Scheduled Maintenance  
/Construction

Explanation: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. Date and time opened: \_\_\_\_\_

3. Opened by: Name \_\_\_\_\_ Title \_\_\_\_\_  
Unit of Government \_\_\_\_\_

Opening authorized by: (if opened by other than designated operator)

Name \_\_\_\_\_ Title \_\_\_\_\_  
Unit of Government \_\_\_\_\_

4. Date and time closed: \_\_\_\_\_

5. Closed by: Name \_\_\_\_\_ Title \_\_\_\_\_  
Unit of Government \_\_\_\_\_

6

Remarks: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature