

## **APPENDIX A**

APPENDIX A

## **APPENDIX "A"**

### **WATER MAIN AND SANITARY SEWER PLANS AND SPECIFICATIONS OVERVIEW**

1. The Plans and Specifications shall be submitted with a cover letter which shall contain a brief description of the proposed extension or connection, including the name, location and the lengths and sizes of the water mains and sewer lines per street to be constructed. The plans must indicate the project name, location of the project and location sketch. Refer to Section 01000, Paragraph 1.03 for complete description of the plan review process.
2. The plans must be sealed by a State of Michigan licensed professional engineer.
3. The proposed Plans must be reviewed and approved by the Township and Township Engineer.
4. Easements for water and/or sewer lines must be detailed on the Plans. Platted easements must be so noted and one (1) executed easement document must be submitted for each easement.
5. A general note must be included on the Plans stating the construction shall be done in accordance with the "Allendale Charter Township Standard Construction Requirements".
6. The Plans must define all areas of construction adjacent to lakes, streams, water courses, or other erosion sensitive locations and reference acceptable control techniques, which must be used to control soil erosion and sedimentation.
7. If the project is within 500 feet of a lake or stream, or if the construction activity is within a 100 year floodplain and /or wetlands (Wetlands as defined by 30301(d) of Part 303 of Act 451 of Michigan, PA 1994) copies of all necessary permits or evidence of submittal, or a request for determination from the Michigan Department of Environmental Quality – Land and Water Management Division regarding those activities must be submitted.
8. For water mains constructed within public easement, the curb stops, or shut-off valve must be located on the easement line or right-of-way.
9. For water main and sanitary sewer projects, the permit applications for water systems as required by Act 399 and wastewater systems as required by Authority of Part 41, Act 451 of Michigan, PA 1994 as amended shall be completed and submitted.



## **APPENDIX B**



## **APPENDIX "B"**

### **DEVELOPMENT FEE**

This fee is intended to cover the cost of plan review, construction observation/inspection and administration by the Township and Township Engineer on development projects in the Township.

The fee amount will be considered an estimated amount and is estimated for each development project by application of the following rates:

<b><u>Item</u></b>	<b><u>Rate</u></b>
Water main	\$5.00 per lineal foot
Sanitary Sewer	\$7.00 per lineal foot
Force main	\$4.50 per lineal foot
Storm Sewer / Storm Water Management	\$900 lump sum
Sidewalk, Shared Use Path, Pedestrian Bridge	\$4.00 per square foot
Pump Station(s)	\$22,000 lump sum per station

The entire estimated Development Fee shall be paid by the Developer to the Township prior to submittal of plans to MDEQ for permits.

The above noted fees are intended to cover all Township expenses related to site plan reviews, construction plan reviews, meeting, construction observation/inspection, and Township administration. Any plans submitted multiple times for review will have an additional charge for each plan review after the second review. Beginning with the third submittal, a review fee of \$400.00 will be added on to the development fee.

The Development Fee amount paid by the Developer to the Township will be placed into an Escrow Account. Draws from the Escrow Account will be made by the Township for the actual costs incurred in plan review, design engineering, construction observation/inspection and administration by the Township and Township Engineer.

Should expected costs exceed fees placed in the escrow account, the Township may request additional funds be deposited into the account in an amount necessary to cover current and/or projected future costs.

Monies remaining in the Escrow Account upon completion of the project and acceptance by the Township will be returned to the Developer within 30 days after final acceptance of the project by the Township.



## **APPENDIX C**



**APPENDIX "C"**

**UTILITY LINE EASEMENT**

Contract No. \_\_\_\_\_  
Plan Sheet \_\_\_\_\_  
Tax Description No. \_\_\_\_\_  
Tax Map \_\_\_\_\_

**THIS INDENTURE**, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between \_\_\_\_\_, whose address is \_\_\_\_\_, hereinafter referred to as "Grantor," and **ALLENDALE CHARTER TOWNSHIP, a body corporate, as authorized by the Constitution of the State of Michigan, acting by and through its TOWNSHIP BOARD**, whose address is 6676 Lake Michigan Dr., P.O. Box 539 Allendale, Michigan 49401, hereinafter referred to as "Township";

**WITNESSETH:**

For and in consideration of the sum of \_\_\_\_\_ (\$\_\_\_\_\_) Dollar(s), paid to Grantor, the receipt of which is hereby acknowledged, Grantor does hereby grant unto Township, its successors and assigns, a non-exclusive perpetual and permanent easement and right of way, under, through and across a certain piece or parcel of land situated in the \_\_\_\_\_ **OF** \_\_\_\_\_, **in the COUNTY OF OTTAWA and STATE OF MICHIGAN**, the piece or parcel of land being owned by Grantor in fee simple and described as follows:

**FEE DESCRIPTION:**

**EASEMENT DESCRIPTION:**

This Easement is exempt from ad valorem transfer tax by reason of MCL 207.526, Section 6(a) and MCL 207.505, Section 5(a).

The easement and right of way granted herein shall be for the purpose of the construction and installation of utility lines, including sewer line or lines, water line or lines, storm sewer lines, drains and drain tiles, and their appurtenant valves, hydrants and accessories, under, through and across the above-described Easement Description for the purpose of constructing, operation, maintaining, repairing, replacing, reinstalling, inspecting and keeping in working order the utility lines, sewer lines, water lines and storm sewer lines, and their appurtenant valves, hydrants and accessories, which are running under, through and across the above-described Easement Description, all hereinafter collectively referred to as "Utility Lines."

The easement and right of way granted herein shall include the right to enter upon sufficient land of Grantor adjacent to the Easement Description ("Adjacent Land") as is required for the construction, installation, maintenance, repair, replacement, reinstallation, operation and inspection of said Utility Lines, together with the right to install intersecting Utility Lines therein. In exercising its rights to enter Adjacent Land, Township shall conduct its activities in a manner that will minimize its presence on land outside of the easement and right of way. Each time it enters the Adjacent Land, Township shall, at its sole expense, restore it to the condition it was in immediately prior to entry.

**TERM:** Said easement and right of way under, through and across the above-described Easement Description, for the use and benefit of Township, its successors and assigns, shall be perpetual.

**AUTHORITY:** Grantor warrants that they have the right and authority to grant this easement as above-described and own the lands covered by the Easement Description.

**RESTORATION:** The easement and right of way shall include, but not be limited to, Township's right to enter upon the Easement Description at such times as may be reasonably necessary to construct, maintain, repair, replace, reinstall and inspect its Utility Lines across, through and under the above-described Easement Description, together with the right to excavate a trench or ditch for the location of said Utility Lines. Township shall have the further right to remove trees, brush, undergrowth and other obstructions situated upon the above-described Easement Description interfering with the location, construction, maintenance or repair of said Utility Lines. As a consideration for the Township to have the right to construct and install said Utility Lines, Township shall be obligated, at its sole expense (i) to fill and grade to ground level the trench or ditch occupied by said Utility Lines and (ii) to restore the drives, parking areas, shrubs or grass to their former condition, insofar as is reasonably possible. Township does further covenant and agree that in the event it shall become necessary, at any time, to enter upon the above-described Easement Description for the purpose of maintenance, repair, replacement, construction or reinstallation of said Utility Lines, Township shall, at its sole expense, return said piece or parcel of land to a similar condition as before such maintenance or repair upon the completion of the same, insofar as is reasonably possible.

The removal or demolition of any existing buildings, structures or fences which shall be required for the reasonable exercise of the foregoing powers, shall be removed or demolished at the expense of the Township.

**INDEMNIFICATION:** Township agrees to fully defend, indemnify, save and keep harmless the Grantor from any and all claims for damage to real and personal property and injuries and death suffered by persons in any manner caused by or growing out of or in any way connected with the construction, installation, repair, maintenance or presence of said Utility Lines, under and across the piece or parcel of land of Grantor or the presence of Township or its employees, guests, invitees, contractors and agents upon the Easement Description or Adjacent Land. Grantor agrees that they will not construct a building, structure or other permanent improvement on said Easement Description without first obtaining the written consent of the Township, which consent will not be unreasonably withheld, delayed or conditioned; and this conveyance includes a release of any and all claims to damage arising from or incidental to the exercise of any of the foregoing powers, except as above provided.

The pronouns and relative words herein are written in the masculine and singular only. If more than one joins in, or be either of the feminine sex or a business entity, such words shall be read as if written in plural, feminine or neuter, respectively.

The Grantor has caused these presents to be signed the day and year first above written.

Sign here: \_\_\_\_\_  
Type here: \_\_\_\_\_

Sign here: \_\_\_\_\_  
Type here: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_



**CONSENT AND ACKNOWLEDGMENT OF EASEMENT**

Parcel \_\_\_\_\_ (\_\_\_\_\_)

**KNOW ALL MEN BY THESE PRESENTS**, that \_\_\_\_\_, of \_\_\_\_\_, as the Mortgagee under a certain Mortgage dated \_\_\_\_\_, 20\_\_, and recorded on \_\_\_\_\_, 20\_\_, in Liber \_\_\_\_\_ of Ottawa County records on Page \_\_\_\_\_, hereby consents to the grant of easement made by \_\_\_\_\_, Mortgagor in the Mortgage herein described, to \_\_\_\_\_, dated \_\_\_\_\_, 20\_\_, and recorded on \_\_\_\_\_, 20\_\_, in Liber \_\_\_\_\_ of Ottawa County records on Page \_\_\_\_\_, and acknowledges that such Mortgage will be subject to this Easement.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Signed in the Presence of:

Sign here: \_\_\_\_\_  
Type here: \_\_\_\_\_

\_\_\_\_\_  
By: \_\_\_\_\_  
Sign here: \_\_\_\_\_  
Type here: \_\_\_\_\_  
Its: \_\_\_\_\_

Sign here: \_\_\_\_\_  
Type here: \_\_\_\_\_

By: \_\_\_\_\_  
Sign here: \_\_\_\_\_  
Type here: \_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, a Notary Public, in and for  
said County, appeared \_\_\_\_\_ and  
\_\_\_\_\_, to me personally known, who,  
being by me duly sworn, did say that they are respectively the \_\_\_\_\_  
\_\_\_\_\_ and the \_\_\_\_\_ of  
\_\_\_\_\_, the banking corporation  
named in and which executed the within instrument, and that instrument was signed on behalf of  
said banking corporation by authority of its Board of Directors, and said  
\_\_\_\_\_ and  
\_\_\_\_\_ acknowledged said instrument to be the free act and deed of said banking corporation.

Prepared by:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Sign here: \_\_\_\_\_  
Type here: \_\_\_\_\_

Notary Public  
\_\_\_\_\_ County, \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

## STATEMENT OF JUST COMPENSATION

TO: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**THIS STATEMENT OF JUST COMPENSATION** is based on the fair market value of the interest in real property, hereinafter described, obtained by the

\_\_\_\_\_, for the \_\_\_\_\_  
\_\_\_\_\_ **Project.** This Statement is not less than the appraised value of the interest in said property acquired, and this Statement disregards any decrease or increase of the fair market value of the property caused by the Project. It has been determined that there is no damage to any remaining real property. There are no buildings, structures or other improvements, including fixtures, removable building equipment and trade fixtures which are considered to be part of the real property interest for which the offer of just compensation is made, as follows:

### **REAL PROPERTY:**

### **INTEREST OBTAINED:**

### **DESCRIPTION OF PROPERTY:**

### **INTERESTED PERSONS:**

### **APPORTIONMENT OF JUST COMPENSATION:**

**APPRAISED FAIR MARKET VALUE:**

\_\_\_\_\_

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

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

**THE UNDERSIGNED** acknowledges receipt of the foregoing Statement of Just Compensation and understands their rights and hereby waives their rights under Public Law 91-646, and agrees to grant the interest requested on the terms proposed, even if a donation of such interest.

This waiver includes a waiver of any appraisal of our property, including accompanying an appraiser inspecting our property. This waiver and the execution of the Easement and/or instruments of conveyance of our interest in such property is made without undue influence or coercive action of any nature by anyone involved in this Project. We understand that we could request an appraisal of our property and have the right to receive Just Compensation for the conveyance of the interest being requested by the party receiving the Easement or conveyance.

Dated this \_\_\_\_ day of \_\_\_\_\_, 200\_.

\_\_\_\_\_

\_\_\_\_\_

## BICYCLE PATH AND WALKWAY EASEMENT

Parcel No. \_\_\_\_\_  
\_\_\_\_\_ Project

**THIS INDENTURE** made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 200\_, by and between \_\_\_\_\_, of \_\_\_\_\_, hereinafter "Grantor," and the \_\_\_\_\_, of \_\_\_\_\_, hereinafter "Township;"

### WITNESSETH:

For the sum of One and no/100 (\$1.00) Dollar and other valuable consideration paid to the Grantor by the Township, the receipt of which is hereby acknowledged by Grantor, the Grantor does hereby grant, bargain, convey and assign unto the Township, its successors and assigns, a non-exclusive, perpetual and permanent easement and right-of-way over and across that certain piece or parcel of land situated in the \_\_\_\_\_ OF \_\_\_\_\_, COUNTY OF \_\_\_\_\_ and STATE OF MICHIGAN, the piece or parcel of land being owned by the Grantor in fee simple and described as follows:

### FEE DESCRIPTION:

### IN A PUBLIC BICYCLE PATH AND WALKWAY EASEMENT SPECIFICALLY DESCRIBED AS FOLLOWS:

### EASEMENT DESCRIPTION:

This Easement is exempt from transfer tax by reason of MCL 207.526, Section 6(a); and MCL 207.505, Section 5(a).

The easement granted herein shall be for the purpose of installing, constructing, operating, maintaining, repairing, replacing, reinstalling, inspecting and keeping in working order the Bicycle Path and Walkway (including sidewalks at the election of the Township) which may run over and across the above-described easement and right-of-way, all hereinafter collectively referred to as the "Bicycle Path and Walkway Easement."

The easement granted herein shall include the right to enter upon sufficient land owned by the Grantor which is adjacent to the Bicycle Path and Walkway as is required for the construction, installation, maintenance, repair, replacement, reinstallation, operation and

inspection of said Bicycle Path and Walkway, together with the right to install signs on the adjacent land as to the use by the public.

**TO HAVE AND TO HOLD** said Bicycle Path and Walkway Easement and right-of-way over and across the above-described piece or parcel of land unto the Township, its successors and assigns, for the use and benefit of the Township, its successors and assigns, **FOREVER**.

The Grantor warrants that they have the right and authority to grant this easement as above-described and own the lands covered by the easement and right- of-way.

The easement and right-of-way shall include, but not be limited to, the right to enter upon the easement at any reasonable time for the purpose of such construction, maintenance, repair, replacement, reinstallation and inspection of its Bicycle Path and Walkway, together with the right to excavate a foundation for the location of such Bicycle Path and Walkway. The easement and right-of-way shall further include right to remove trees, brush, undergrowth and other obstructions situated upon the above-described piece or parcel of land which may interfere with the location, construction, maintenance or repair of such Bicycle Path or Walkway. The Township, as a consideration for our granting the right to construct and install such Bicycle Path and Walkway, shall be obligated to fill and grade to ground level the areas adjoining the Bicycle Path and Walkway and shall also be obligated to restore to their former condition, insofar as is reasonably possible, the drives, parking areas, shrubs and/or grass along side such Bicycle Path and Walkway. The Township further covenants and agrees that it will restore such piece or parcel of land to a similar condition, insofar as is reasonably possible, in the event it shall at any time become necessary to enter upon the easement for the purpose of maintenance, repair, replacement, construction or reinstallation of such Bicycle Path and Walkway.

The removal or demolition of any existing buildings, structures or fences required for the reasonable exercise of the foregoing powers shall be removed or demolished at the Township's expense.

The Township agrees to fully indemnify, save and keep harmless the Grantor from any and all claims for damage to real and personal property and injuries or death suffered by persons in any manner caused by or growing out of the construction, installation, repair, maintenance or presence of said Bicycle Path and Walkway over and across the piece or parcel of land of Grantor, except for the negligence of the Grantor, their heirs, representatives, successors or assigns. The Grantor further agrees that they will not construct a building, structure or improvement on such easement and right-of-way without first obtaining the written consent of the Township, and this conveyance includes a release of any and all claims to damage arising from or incidental to the exercise of any of the foregoing powers, except as above provided.

The pronouns and relative words herein are written in the masculine and singular only. If more than one joins in, or be of the feminine sex or a business entity, such words shall be read as if written in plural, feminine or neuter, respectively.





## **APPENDIX D**



**APPENDIX "D"**  
**DEVELOPMENT AGREEMENT**  
**CONTRACT FACE PAGES**

**I. PARTIES**

**A. DEVELOPER (the "Developer"):**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Type of legal entity, i.e. Corporation, Partnership, Limited Liability Company,  
Individual, etc.

**B. ALLENDALE CHARTER TOWNSHIP (the "Township")**  
6676 Lake Michigan Drive, PO Box 539, Allendale, MI 49401

**II. DESCRIPTION OF THE IMPROVEMENTS (the "Project").**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**III. PROJECT COMPLETION DATE (the "Completion Date"):**

\_\_\_\_\_

**IV. IRREVOCABLE LETTER OF CREDIT**

A. *Required prior to scheduling the pre-construction meeting.*

B. *Amount of Letter of Credit:*     \$ \_\_\_\_\_

The amount of the Letter of Credit shall be based on the cost estimate for the construction prepared by the Owner's Engineer and approved by the Township Engineer.

V. **AGREEMENT OF THE PARTIES:**

In consideration of the mutual covenants and agreements contained in the attached Terms and Conditions, the parties mutually agree that the Developer will acquire and construct the Project at Developer's sole expense, that after completion and acceptance of the Project by the Township, ownership of the following items shall be transferred by the Developer to the Township for \$1.00 pursuant to the Township's standard form Bill of Sale:

<input type="checkbox"/>	Public Water Main and all Appurtenances
<input type="checkbox"/>	Public Sanitary Sewer Main and Public Sanitary Sewer Manholes
<input type="checkbox"/>	Sidewalk along Public Roads

All aspects of the acquisition, construction, completion, and transfer of the Project to the Township shall be governed by all applicable ordinances and construction standards, as well as the attached Terms and Conditions.

IN WITNESS WHEREOF, the parties have executed this Agreement.

Witnesses:

DEVELOPER:

(1) \_\_\_\_\_

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

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

(2) \_\_\_\_\_

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

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

Dated: \_\_\_\_\_, 20\_\_

TOWNSHIP:

(1) \_\_\_\_\_

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

Its: Supervisor

(2) \_\_\_\_\_

Dated: \_\_\_\_\_, 20\_\_

## DEVELOPMENT AGREEMENT

### TERMS AND CONDITIONS

Section 1. **PRECONSTRUCTION MATTERS.** Before commencing construction of the Project, Developer shall accomplish all of the following:

(a) Obtain all necessary permits for the installation and construction of the Project from all agencies having jurisdiction;

(b) Submit to the Township for approval detailed plans and specifications for the Project prepared by a professional engineer licensed in Michigan. Construction of the Project shall not commence unless and until the Township approves these plans and specifications in writing. ***Developer shall pay in cash to the Township the Township Development Fee then in effect.***

***The Development Fee amount paid by the Developer to the Township will be placed into an Escrow Account. Draws from the Escrow Account will be made by the Township for the actual costs incurred in plan review, design engineering, construction observation / inspection and administration by the Township and Township Engineer.***

***Monies remaining in the Escrow Account upon completion of the project and acceptance by the Township will be returned to the Developer within 30 calendar days after final acceptance of the project by the Township.***

If the Township requests changes in the plans and specifications for the Project, Developer agrees to make such changes as shall be requested by the Township provided, however, the Township shall not withhold its approval of the plans and specifications unreasonably and, further, that if Township requirements with respect to the plans and specifications are in conflict with those of any agency having jurisdiction, the requirements of the agency shall control. The fact the Township may require higher quality materials or better construction practices than an agency shall not be deemed a conflict and the Township requirements shall control. The plans and specifications shall provide for complete restoration to original or better condition of all paved street surfaces and bicycle paths as well as replacement of all driveways and landscaping disturbed or damaged in the course of the construction of the Project;

(c) ***Submit to the Township the names of the proposed general contractor and all subcontractors who will be constructing and completing the Project on behalf of Developer. Construction of the Project shall not commence unless and until the Township has approved in writing Developer's general contractor and all subcontractors, such approval not to be withheld unreasonably. On request, Developer shall submit to the Township such information concerning Developer's proposed contractors as the Township shall reasonably request;***

(d) All easements shall be executed prior to the pre-construction meeting. All easements shall be in such form and substance as shall be required by the Township. All easements shall be perpetual and shall be at least as wide as required by the Township but no less than twenty (20) feet in width in any event. Developer shall provide to the Township such proof of title and other title documentation as the Township shall reasonably require in order to verify that the Township is receiving good title to all easements being transferred to the Township by the conclusion of the project.

(e) Schedule and convene a preconstruction meeting per the terms described in Section 01000, General Requirements Part 1.06.

Section 2. **PROJECT CONSTRUCTION.** Developer shall cause the Project to be constructed in accordance with the approved plans and specifications in a good and workmanlike manner and so as to meet all quality standards and tests which would apply and be conducted if the Township itself constructed and acquired the Project. During construction of the Project, the Township shall be free itself or with third party contractors or consultants to undertake such inspection of the Project as the Township shall deem appropriate. No change order shall be issued with respect to the approved plans and specifications without prior written approval of the Township, such approval not to be withheld unreasonably.

Section 3. **DEWATERING.** If the Project requires dewatering, Developer agrees that Developer alone, at Developer's sole cost and expense, is responsible for any negative impact including, but without limitation, quantity, quality and taste, caused to the well water supply of any lands affected by Project dewatering. No Project shall be transferred to the Township, and the Township will not approve any Project or accept ownership thereof, unless and until the Township is satisfied that all negative impact to well water supplies caused by the Project have been fully and satisfactorily corrected. The Township may require written documentation from the owner of lands whose well water supply has been affected by Project dewatering that such land owner is satisfied with his/her/their well water supply if the lands have not been connected to the public water system. In the event of a disagreement between the Township and the Developer as to whether a particular well has been adversely affected by the Project, the Township Engineer shall make a written determination and this determination shall be final and binding on the Township and the Developer.

Section 4. **COMPLETION OF THE PROJECT.** The Project shall be completed and made available to the Township for final inspection and approval no later than the completion date. Upon completion of the Project and after final inspection and written approval by the Township, such approval not to be withheld unreasonably, the Project shall be transferred by the Developer to the Township pursuant to the Township's standard form Bill of Sale.

The Township shall not be obligated to approve the Project or accept unless and until it is satisfied the Project has been constructed in accordance with approved plans and specifications and in a good workmanlike manner and, further, that the Project meets all quality standards and tests which would apply and be conducted if the Township itself acquired and constructed the Project. In addition, the Township shall not be obligated to approve the Project and accept unless and until all of the restoration has been fully completed.

Prior to the Township's approval of the Project and an acceptance the Township shall receive from the Developer such waivers of lien, affidavits and other documentation as the Township shall reasonably deem necessary to be assured that all contractor(s) and all pipe and other equipment suppliers in connection with the project have been paid in full and that there are no liens or other unpaid obligations outstanding with respect to the Project.

Prior to approval and acceptance, the Township requires a written opinion from the Developer's consulting engineer that the Project has been constructed and completed in accordance with the approved plans and specifications.

If the Contract face pages require that the Developer provide an irrevocable letter of credit prior to commencement of construction in order to guarantee completion of the Project by the Completion Date, this irrevocable letter of credit shall be issued by a bank in favor of the Township in the amount shown on the Contract face pages. The letter of credit to be provided shall be in such form and with such provisions as the Township shall reasonably require. A standard format for the Letter of Credit is included in Appendix D of the Standard Construction Requirements. In lieu of a Letter of Credit, the Developer may deposit a check with the Township for the full amount of the completion guarantee.

Said check will be deposited and held by the Township in an escrow account. The escrow account shall be used for the same purpose as a Letter of Credit with draws being made in a similar manner.

The Project shall not be connected to the Township sewer and/or water systems unless and until the Township has completed its final inspection and approved the Project in writing. ***If the Developer desires to connect the Project to the water and/or sewer systems after substantial completion but in advance of this final inspection and written approval, Developer shall provide to the Township an irrevocable letter of credit issued by a bank in favor of the Township in such amount and duration as the Township shall reasonably determine is necessary to pay all costs and expenses related to completing the Project. The letter of credit to be provided shall be in such form and with such provisions as the Township shall reasonably require.***

The amount on the Letter of Credit will not be reduced during the general course of construction on the Project, but may only be reduced as agreed upon by the Township at the time of substantial completion of the Work, provided that the amount of the Letter of Credit after the proposed reduction is still deemed by the Township to be sufficient to complete the project as determined by the Township or their authorized representatives.

If the Project is not completed by the Completion Date, the Township shall have the right to complete the Project at Developer's expense and to pay the full cost of such completion by making a draw or draws against Developer's letter of credit. Developer shall reimburse the Township for all costs incurred in completing the Project including, but without limitation, engineering, third party contractors and the charges of the Township personnel necessary to supervise the completion of the Project. To the extent the Township costs to complete the Project are not fully paid by a draw or draws on a letter of credit, Developer shall pay such amounts to the Township on demand. Amounts not paid on demand shall bear interest at a rate of 1% per month or fraction of a month that the amount remains unpaid.

Section 5. **GUARANTEE.** The Developer shall guarantee the completed Work for one year after final completion and shall promptly repair, replace, restore, or rebuild, as the Township may determine, any finished work in which defects of materials or workmanship may appear or to which damage may occur (or has occurred) because of such defects during the one-year period, except where other periods or maintenance and guarantee are provided. The one-year period shall begin when the Certificate of Final Completion is signed by the Township and issued to the Developer (see Guarantee Period Agreement form at the end of Section 01000 – General Requirements). The one-year guarantee period shall be extended for an additional year from the time that any of the finished Work is repaired, replaced, restored or rebuilt pursuant to the guarantee agreement as determined by the Township. (See Guarantee Period Agreement Form at the end of Section 0100 – General Requirements.)

Section 6. **INSURANCE.** Beginning as and when construction of the Project is commenced, and continuing at all times while the Project or any part thereof is under construction, Developer and/or its contractor(s) shall continuously carry and maintain the same insurance coverage which is routinely required by the Township with respect to the construction of its own water and sewer projects. The Township and its Township Board members, officers, agents and employees, the Township Engineer and its directors, officers, agents and employees, and the Ottawa County Road Commission and its board members, officers, agents and employees, shall all be named as additional insureds under such insurance, and such insurance shall also provide that it is the primary source of coverage for all such parties named as additional insureds with respect to the Project and the acts of omission of Developer and its contractor(s) related thereto.

Certificates evidencing the acquisition of all insurance required by this section and that such insurance is in full force and effect shall be deposited with the Township before construction of the Projects is commenced. Developer shall furnish, or cause to be furnished, upon request of the Township, certified copies of all policies required pursuant to this section as well as all amendments and

renewals. All insurance policies required pursuant to this section shall contain a provision that they are non-cancelable and not subject to material modification by the insurer except upon 30 days' prior written notice to the Township. At least 30 days prior to the expiration or cancellation of any such insurance policy, there shall be furnished to the Township evidence satisfactory to it that the policy has been renewed or replaced by another policy. Construction of the Project shall not commence unless and until the Township has approved the insurance required to be provided by Developer and its contractor(s) pursuant to this section in writing, such approval not be withheld unreasonably.

With respect to the Project, Developer agrees to indemnify the Township and its Township Board members, officers, agents and employees, as well as all of the other additional insureds named in the first paragraph of this section, from and against any and all claims, costs, actions, causes of action, losses, or expenses (including reasonable attorney's fees and other expense of defense) resulting from or caused by the acts or omissions of Developer or its contractor(s) in acquiring, constructing and completing the Project.

Section 7. **CONNECTION CHARGES/RATES.** *Developer shall pay all applicable connection and other charges imposed by the Township pursuant to the local rate ordinance or rate resolution with respect to the Project. The Township shall be entitled to establish such water rates and/or sewer usage rates as the Township deems appropriate. The fact the Developer has installed the Project at its expense shall not excuse Developer or any party owning or utilizing lands and premises within the development served by the Project or any part thereof from being obligated to pay water rates and sewer rates or any other charges levied by the Township generally against water and/or sanitary sewer customers.*

Section 8. **TOWNSHIP UTILIZATION OF THE PROJECT.** As and when the Project has been transferred to the Township pursuant to the Bill of Sale referred to above, the Project shall become part of the Township water and/or sewer system, as the case may be, and may be utilized by the Township in such manner as the Township utilized other portions of its water and sewer systems. Without limiting the generality of the preceding sentence, the Township may connect other water and/or sewer customers to the Project itself and may also connect water and/or sewer extensions to the Project and connect additional customers to those extensions, all without any obligation to make any payment or reimbursement to the Developer on account of the Developer having constructed the Project at Developer's expense, unless there is a written agreement to the contrary.

Section 9. **ENFORCEMENT.** In the event the Township has to take legal action to enforce the terms of this Agreement, the Developer agrees and shall be responsible to pay all of the Township's expenses, including reasonable attorney fees and engineering fees, associated with the legal action.

Section 10. **MISCELLANEOUS.** Neither this Contract nor any rights under it may be assigned nor may any duty be delegated without prior written consent of the non-assigning nor non-delegating party. Any attempt to assign or delegate rights or duties without prior written consent shall be void. This Contract shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

All notices and other documents to be served and transmitted hereunder shall be in writing and addressed to the respective parties hereto at the addresses stated on the Contract face pages 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 ordinary or certified mail properly addressed with sufficient postage. This is an integrated contract. It contains the full understanding of the parties and supersedes all other understandings, agreements or conditions, written or oral, regarding the subject matter of this Contract. This Contract has been executed in the State of Michigan and shall be governed by Michigan law, except as to matters pertaining to choice of law. The waiver by any party hereto of a breach or

violation of any provision of the Contract shall not be a waiver of any subsequent breach of the same or any other provision of this Contract. If any section or provision of this Contract is unenforceable for any reason, the unenforceability thereof shall not impair the remainder of this Contract, which shall remain in full force and effect. It is contemplated that this Contract will be executed in multiple counterparts, all of which together shall be deemed to be one contract. The captions in this Contract are for convenience only and shall not be considered as part of this Contract or in any way to amplify or modify the terms and provisions hereof. This Contract shall be enforceable only by the parties hereto and their successors in interest by virtue of any 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. No amendment, modification or waiver shall be effective unless in writing and signed by both 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.

**[END OF CONTRACT TERMS]**



## LETTER OF CREDIT FORM

**Bank:**

[Name and address]

Irrevocable Standby Letter of Credit  
Bank Reference No. \_\_\_\_\_  
Issued: \_\_\_\_\_

**Beneficiary:**

Allendale Charter Township  
6676 Lake Michigan Drive  
PO Box 539  
Allendale, MI 49401-0539

**Applicant:**

[Developer Name and address]

**Project:**

[Description of Public Improvements]

Date: \_\_\_\_\_  
Expiration Date: \_\_\_\_\_ [3 months after **Project** completion date]  
Amount: USD \_\_\_\_\_  
Bank Reference No.: \_\_\_\_\_

Gentlemen:

We hereby establish our Irrevocable Standby Letter of Credit No. \_\_\_\_\_ in your favor for the account of **Applicant** up to an aggregate amount of USD \_\_\_\_\_ available by your draft(s) at sight drawn on **Bank**.

Drafts to be accompanied by the following document(s):

1. Beneficiary's statement signed by the Supervisor of Allendale Charter Township, stating:  
"Applicant has failed to satisfactorily install the **Project**."
2. Copy of Letter of Credit and any amendments.

Partial drawings are permitted.

Draft(s) must be marked "Drawn under **Bank** Irrevocable Standby Letter of Credit No. \_\_\_\_\_ dated \_\_\_\_\_."

We hereby agree with you that drafts drawn under and in strict compliance with the terms of this credit will be duly honored by us upon presentation at this office on or before our close of business on **Expiration Date**.

Except as otherwise expressly stated herein, this Letter of Credit is issued subject to the International Standby Practices of the International Chamber of Commerce ("ISP98"). This Letter of Credit shall be

deemed to be a contract made under the laws of the State of Michigan and shall, as to matters not governed by ISP98, be governed by and construed in accordance with the laws of the State of Michigan, other than its conflict of laws rules, which would result in the application of the law of any jurisdiction other than the laws of the State of Michigan.

Sincerely,

**Bank**

---

Authorized Signature

---

Printed Name and title

## **APPENDIX E**



## **APPENDIX "E"**

### **PAYBACK AGREEMENT**

The Developer may enter into a Payback Agreement with the Township where the Developer is required to extend sanitary sewer and/or water main to the Development and across the frontage of the Development where future connections could be made on the opposite side of the street. The Payback Agreement requires the Township to reimburse to the Developer any future "front footage" charges and "Lateral Fees" (less an administrative fee of 10%) collected on future connections to the utilities for a 10-year period. This reimbursement is intended to defray the Developers upfront investment in extending the utilities to the Development and across the frontage of the Development.

Extension of sanitary sewer, water main, sidewalk, and other related improvements to the Development, across the Project frontage and within the Development shall be the Developer's responsibility. "Front footage" charges and "Lateral Fees" are not assessed to the Developer when the utility improvements are made by the Developer.

Included at the end of this Appendix "E" are sketches of various Development examples illustrating the Developer's responsibilities for the extension of sanitary sewer and/or water main.

The following "Payback Agreement" form will be used where appropriate.



**PAY BACK AGREEMENT**

THIS AGREEMENT entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_

hereinafter referred to as the "Developer", and ALLENDALE CHARTER TOWNSHIP, a Michigan Charter Township, whose address is 6676 Lake Michigan Drive, P.O. Box 539, Allendale, MI 49401, hereinafter referred to as the "Township":

WHEREAS, the Developer is the owner of the following described property:

and,

WHEREAS, the Developer desires having \_\_\_\_\_

provided by the Township to the Property and,

WHEREAS, other property owners within the area do not desire \_\_\_\_\_

at this time; and

WHEREAS, the Developer is willing to pay the entire cost of the construction of \_\_\_\_\_

to this property and which is to be constructed under plans entitled: \_\_\_\_\_

NOW, THEREFORE, IT IS AGREED by and between the parties hereto as follows:

1. The Township shall have the right to allow other properties abutting said \_\_\_\_\_

to connect thereto upon payment by the property owner applying for said services of Frontage Charges and Lateral Fees regularly due. The Township shall pay such Frontage Charges and Lateral Fees received by it (less an administrative charge of 10%) to the Developer. The Township does not guarantee that any property owner shall connect to said \_\_\_\_\_.

2. The limits of the \_\_\_\_\_ for which charges will be collected by the Township and paid back to the Developer shall be as follows: \_\_\_\_\_

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---

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3. The Developer hereby waives any and all claims for damage against the Township arising out of any temporary discontinuance of services, no matter what the cause, no matter by whom the same is caused. Should damages be awarded, it is stipulated and agreed that one dollar (\$1.00) shall be in full settlement thereof.

4. The Developer after a period of ten (10) years, hereby waives any right to collect fees thereafter, and it is mutually agreed that any fees collected thereafter shall be the sole and exclusive monies of the Township.

5. Upon construction of the \_\_\_\_\_, all such construction, as may be in the right-of-way and/or public easement, shall become the sole and exclusive property of the Township and shall be under its sole and exclusive control.

6. All notices and other documents to be served and transmitted under this agreement shall be in writing and addressed to the respective parties at the addresses stated on the Contract face pages or such other address or addresses as shall be specified by the parties from time to time and may be served or transmitted in person or by ordinary or certified mail properly addressed with sufficient postage. This is an integrated contract. It contains the full understanding of the parties and supersedes all other understandings, agreements or conditions, written or oral, regarding the subject matter of this Contract. This Contract has been executed in the State of Michigan and shall be governed by Michigan law, except as to matters pertaining to choice of law. The waiver by any party of a breach or violation of any provision of this Contract shall not be a waiver of any subsequent breach of the same or any other provision of this Contract. If any section or provision of this Contract is unenforceable for any reason, the unenforceability thereof shall not impair the remainder of this Contract, which shall remain in full force and effect. It is contemplated that this Contract will be executed in multiple counterparts, all of which together shall be deemed to be one contract. No amendment, modification or waiver shall be effective unless it is made in writing and signed by both 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.

6. This Agreement shall be binding on the heirs, successors and assigns of the parties of the first part.

IN WITNESS THEREOF, the parties have set their hands and seals on the day and year first above written.

WITNESSES:

\_\_\_\_\_  
  
\_\_\_\_\_

WITNESSES:

\_\_\_\_\_  
  
\_\_\_\_\_

DEVELOPER:

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

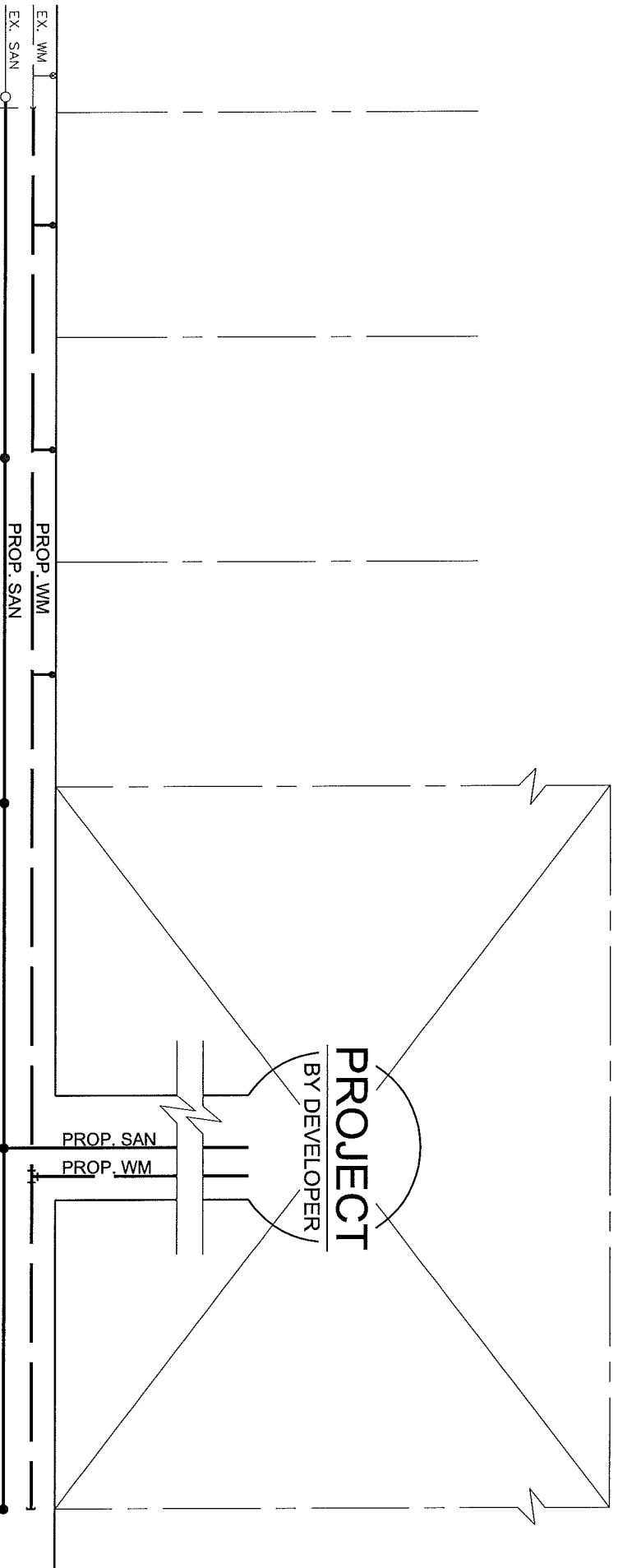
\_\_\_\_\_  
BY:  
Its \_\_\_\_\_

ALLENDAL CHARTER TOWNSHIP

\_\_\_\_\_  
BY:  
Its Supervisor

\_\_\_\_\_  
BY:  
Its Clerk





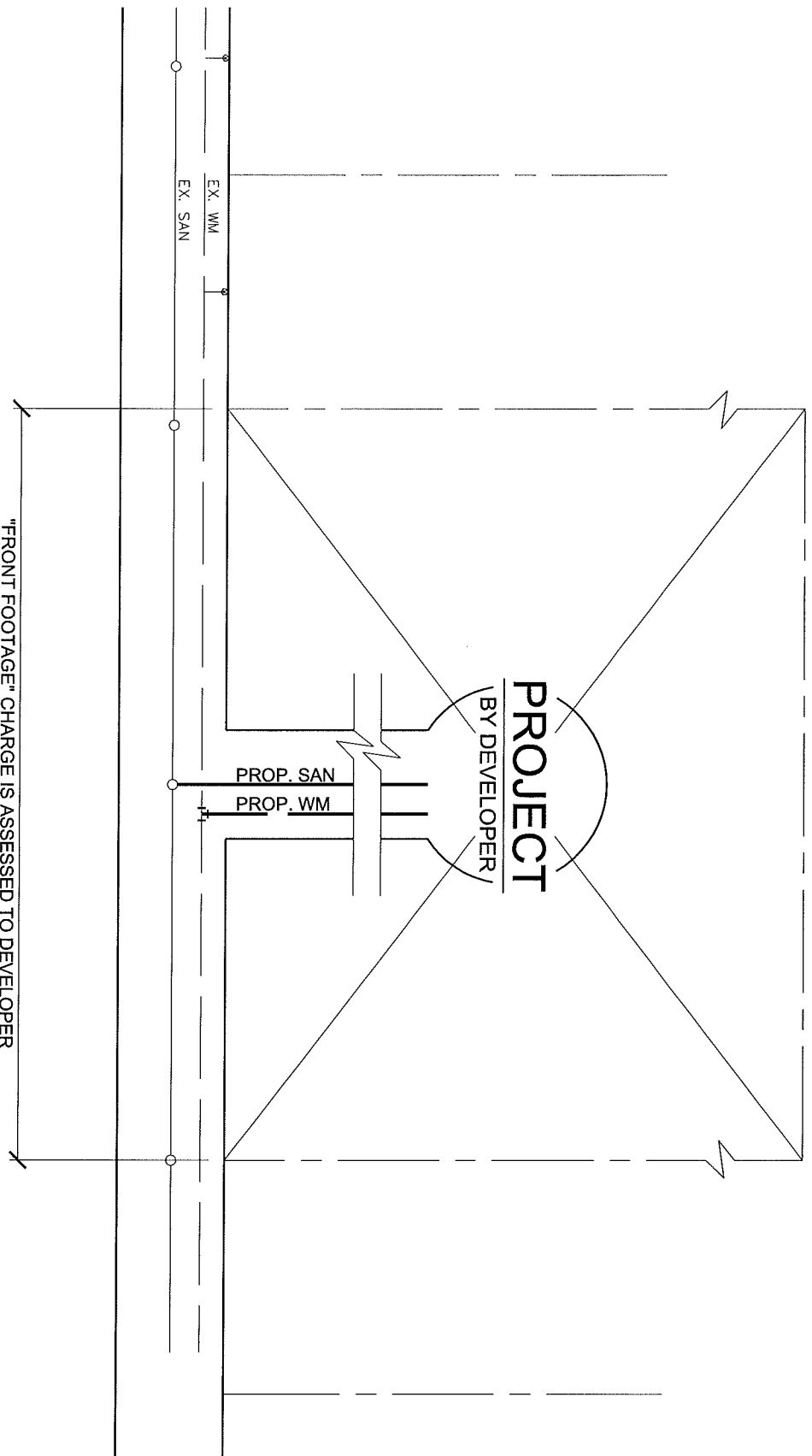
## PAYBACK AGREEMENT

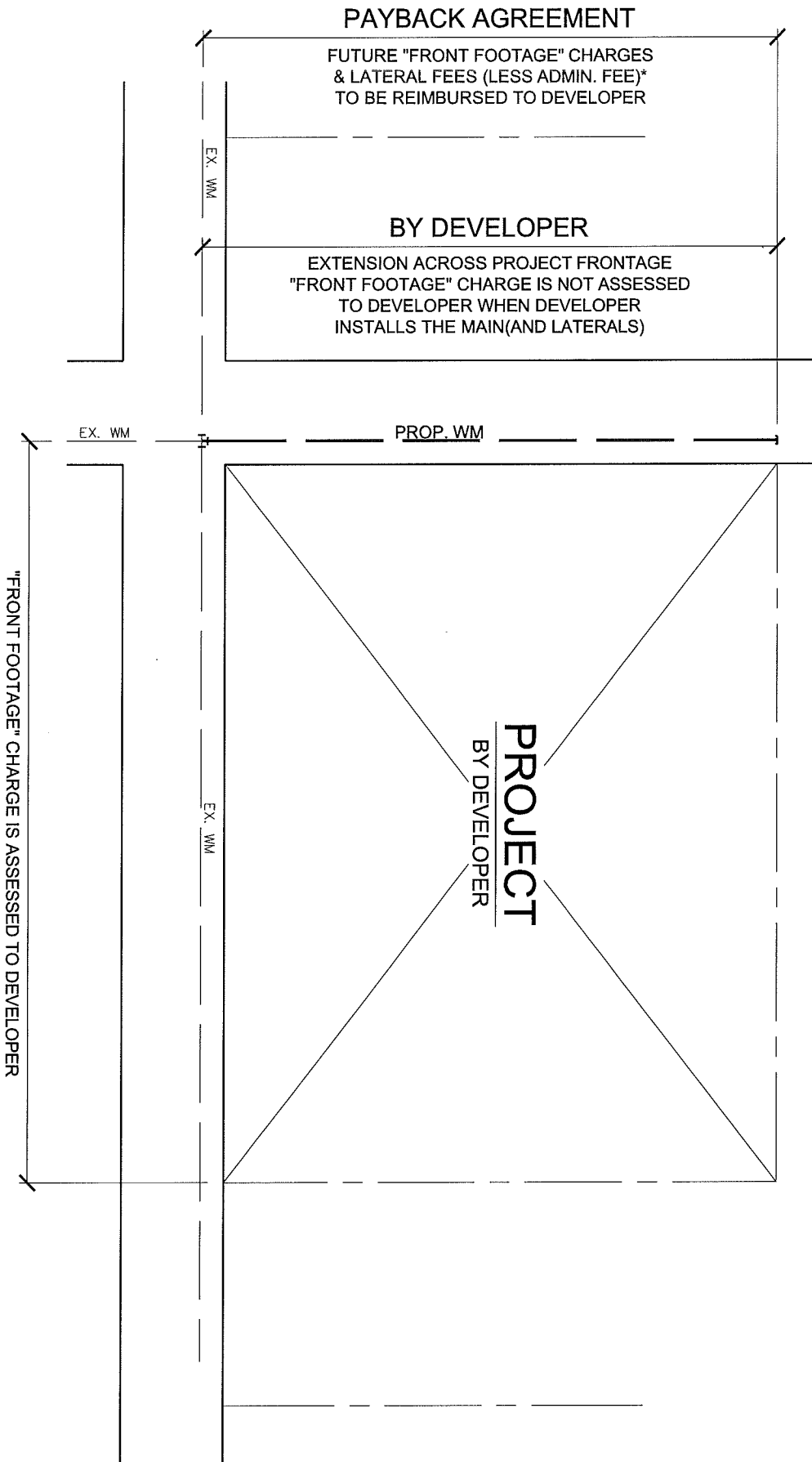
FUTURE "FRONT FOOTAGE" CHARGES &  
LATERAL FEES (LESS ADMIN. FEE)\*  
TO BE REIMBURSED TO DEVELOPER

## BY DEVELOPER

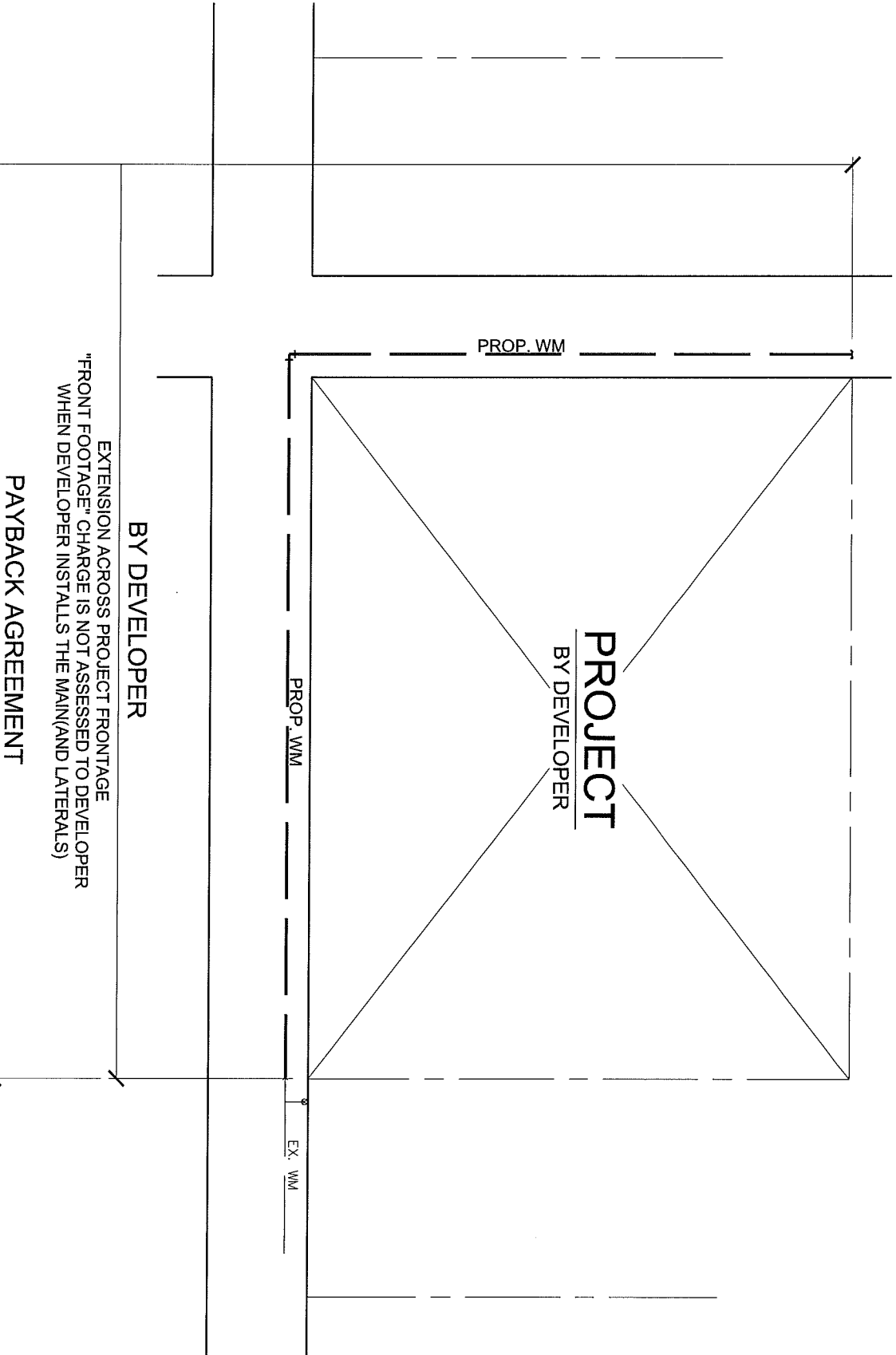
EXTENSION TO PROJECT SITE & ACROSS PROJECT FRONTAGE  
"FRONT FOOTAGE" CHARGE (AND LATERAL FEE) IS NOT ASSESSED TO  
DEVELOPER WHEN DEVELOPER INSTALLS THE MAIN (AND LATERALS)

\* ADMIN. FEE = 10%





\* ADMIN. FEE = 10%



BY DEVELOPER

EXTENSION ACROSS PROJECT FRONTAGE

"FRONT FOOTAGE" CHARGE IS NOT ASSESSED TO DEVELOPER  
WHEN DEVELOPER INSTALLS THE MAIN(AND LATERALS)

PAYBACK AGREEMENT

FUTURE "FRONT FOOTAGE" CHARGES  
& LATERAL FEES (LESS ADMIN. FEE)\*  
TO BE REIMBURSED TO DEVELOPER

\* ADMIN. FEE = 10%

## **APPENDIX F**



## APPENDIX "F"

### TOWNSHIP POLICY ON PARTICIPATION TOWARDS OVERSIZING

#### WATER MAIN

- Developer required to meet Water System Master Plan.
- If Master Plan is not clear, the following minimum pipe sizes will be required:

Residential Area	-	8"
Commercial/Industrial Area	-	12"
Section Line Roads	-	12"
- Looping of water main may be required.
- Township to participate in oversizing where deemed appropriate (construction cost only).
- Participation for oversizing shall be based on actual bid prices not-to-exceed \$2.00 per inch diameter of oversizing per linear foot of water main.

#### SANITARY SEWER AND FORCE MAIN

- Developer required to meet Sanitary Sewer System Master Plan.
- Township to participate in oversizing where deemed appropriate (construction cost only).
- Participation for oversizing shall be based on actual bid prices not-to-exceed \$2.00 per inch diameter of oversizing per linear foot of sanitary sewer and/or force main.
- No participation for extra depth.

#### PUMP STATION

- Township to participate in construction cost of pump station if the ultimate service area (as defined in the master sewer map/plan; i.e. sub-district area) is at least 50% greater than the Development area.
- Participation shall be based on actual bid prices not-to-exceed \$30,000.
- Upgrade of existing pump stations may be required.

#### WATER MAIN AND SEWER OVERSIZING AGREEMENT FORMS

See Attached



**WATERMAIN OVERSIZING AGREEMENT**

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
between ALLENDALE CHARTER TOWNSHIP, 6676 Lake Michigan Drive, P.O. Box 539, Allendale,  
MI 49401, hereinafter referred to as the "Township" and \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
hereinafter referred to as the "Developer".

WITNESSETH:

WHEREAS, the Developer, at his own expense, is installing \_\_\_\_\_ lineal feet of \_\_\_\_\_  
inch diameter water main as a part of a project known as: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
And,

WHEREAS, said water main has, at the request of the Township, been oversized from a  
normal \_\_\_\_\_ inch diameter water main to a \_\_\_\_\_ inch diameter water main for purposes of  
providing transmission capability,

NOW, THEREFORE, it is agreed as follows:

1. The Developer will construct said water main in accordance with the Township's  
Standard Construction Requirements.

2. The Township will, within thirty days of acceptance of said water main by the Township,  
pay to the Developer the sum of \_\_\_\_\_ which  
sum represents the difference in material cost of normal \_\_\_\_\_ inch diameter water main and said  
\_\_\_\_\_ inch diameter oversized water main.

3. All rights, title and interest in the aforesaid oversized water main shall remain in the Township. Should it be determined in any court of law that the Developer owns in whole or in part any legal or equitable interest in said oversized water main it is agreed between the Township and Developer that such interest may be purchased by the Township for the sum of One Dollar (\$1.00).

4. All notices and other documents to be served and transmitted under this agreement shall be in writing and addressed to the respective parties at the addresses stated on the Contract face pages or such other address or addresses as shall be specified by the parties from time to time and may be served or transmitted in person or by ordinary or certified mail properly addressed with sufficient postage. This is an integrated contract. It contains the full understanding of the parties and supersedes all other understandings, agreements or conditions, written or oral, regarding the subject matter of this Contract. This Contract has been executed in the State of Michigan and shall be governed by Michigan law, except as to matters pertaining to choice of law. The waiver by any party of a breach or violation of any provision of this Contract shall not be a waiver of any subsequent breach of the same or any other provision of this Contract. If any section or provision of this Contract is unenforceable for any reason, the unenforceability thereof shall not impair the remainder of this Contract, which shall remain in full force and effect. It is contemplated that this Contract will be executed in multiple counterparts, all of which together shall be deemed to be one contract. No amendment, modification or waiver shall be effective unless it is made in writing and signed by both 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.

5. This Agreement shall be binding on the parties hereto, their successors and assigns.

IN WITNESS THEREOF, the parties have set their hands and seals on the day and year first above written.

Witnesses:

\_\_\_\_\_  
  
\_\_\_\_\_

ALLENDALE CHARTER TOWNSHIP

\_\_\_\_\_  
By

Its      Supervisor

\_\_\_\_\_  
Attest

Its      Clerk

Witnesses:

\_\_\_\_\_  
  
\_\_\_\_\_

\_\_\_\_\_  
By

Its      \_\_\_\_\_

\_\_\_\_\_  
Attest

Its      \_\_\_\_\_



## SEWER OVERSIZING AGREEMENT

THIS AGREEMENT, entered into this \_\_\_\_\_, day of \_\_\_\_\_, 20 \_\_\_\_\_, between ALLENDALE CHARTER TOWNSHIP, 6676 Lake Michigan Drive, P.O. Box 539, Allendale, MI 49401, hereinafter referred to as the "Township" and \_\_\_\_\_

\_\_\_\_\_ hereinafter referred to as the "Developer".

WITNESSETH:

WHEREAS, the Developer, at his own expense, is installing \_\_\_\_\_ lineal feet of \_\_\_\_\_ inch diameter sewer and \_\_\_\_\_ lineal feet of \_\_\_\_\_ inch diameter sewer as a part of a project known as: \_\_\_\_\_

and,

WHEREAS, said sewer has, at the request of the Township, been oversized from a normal \_\_\_\_\_ inch diameter sewer to a \_\_\_\_\_ inch diameter and \_\_\_\_\_ inch diameter sewer for purposes of providing transmission capability,

NOW, THEREFORE, it is agreed as follows:

1. The Developer will construct said sewer in accordance with the Township's Standard Construction Requirements.

2. The Township will, within thirty days of acceptance of said sewer by the Township, pay to the Developer the sum of \_\_\_\_\_ which sum represents the difference in material cost of a normal \_\_\_\_\_ inch diameter sewer and said \_\_\_\_\_ inch diameter and \_\_\_\_\_ inch diameter oversized sewer.

3. All rights, title and interest in the aforesaid oversized sewer shall remain in the Township. Should it be determined in any court of law that the Developer owns in whole or in part any legal or equitable interest in said oversized sewer it is agreed between the Township and the Developer that such an interest may be purchased by the Township for the sum of One Dollar (\$1.00).

4. All notices and other documents to be served and transmitted under this agreement shall be in writing and addressed to the respective parties at the addresses stated on the Contract face pages or such other address or addresses as shall be specified by the parties from time to time and may be served or transmitted in person or by ordinary or certified mail properly addressed with sufficient postage. This is an integrated contract. It contains the full understanding of the parties and supersedes all other understandings, agreements or conditions, written or oral, regarding the subject matter of this Contract. This Contract has been executed in the State of Michigan and shall be governed by Michigan law, except as to matters pertaining to choice of law. The waiver by any party of a breach or violation of any provision of this Contract shall not be a waiver of any subsequent breach of the same or any other provision of this Contract. If any section or provision of this Contract is unenforceable for any reason, the unenforceability thereof shall not impair the remainder of this Contract, which shall remain in full force and effect. It is contemplated that this Contract will be executed in multiple counterparts, all of which together shall be deemed to be one contract. No amendment, modification or waiver shall be effective unless it is made in writing and signed by both 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.

5. This Agreement shall be binding on the parties hereto, their successors and assigns.

IN WITNESS THEREOF, the parties have set their hands and seals on the day and year first above written.

Witnesses:

\_\_\_\_\_  
  
\_\_\_\_\_

ALLENDALE CHARTER TOWNSHIP

\_\_\_\_\_  
By

Its      Supervisor

\_\_\_\_\_  
Attest

Its      Clerk

Witnesses:

\_\_\_\_\_  
  
\_\_\_\_\_

\_\_\_\_\_  
By

Its      \_\_\_\_\_

\_\_\_\_\_  
Attest

Its      \_\_\_\_\_



## **APPENDIX G**



## **APPENDIX "G"**

### **STORM WATER OPERATION AND MAINTENANCE AGREEMENT**

This Storm Water Operation and Maintenance Agreement (the "Agreement") is executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, between Allendale Charter Township, a Michigan charter township, whose address is 6676 Lake Michigan Drive, PO Box 539, Allendale, Michigan 49401-0539 (the "Township") and \_\_\_\_\_, a Michigan \_\_\_\_\_, whose address is \_\_\_\_\_ (the "Developer").

#### **RECITALS**

A. The Developer is the owner of real property located in the Township at \_\_\_\_\_, and is legally described on attached Exhibit A incorporated by reference herein (the "Property") (PP No. 70-09-\_\_\_\_\_). The Property comprises approximately \_\_\_\_\_ acres of land.

B. The Property is zoned \_\_\_\_\_. The Developer has sought approval from the Township to improve the property by constructing \_\_\_\_\_ (the "Project").

C. The Township has reviewed the proposed improvement plan, and, during the Township's consideration of the Project, areas of concern were identified including the potential for soil erosion, storm water drainage and storm water retention or detention.

D. Article 24 of the Township's Zoning Ordinance requires that before a site plan can be approved to permit certain development, the Township must find that it complies with certain identified criteria, including proper surface water drainage (Section 24.07 D).

E. Section 2.01 of the Township's Storm Water Ordinance prohibits a developer from installing or constructing any impervious surfaces that require approval of a site plan, plat, site condominium, special land use, planned unit development, rezoning, land division, or private road or other approvals without first obtaining a storm water permit from the Township. Section 2.02 of the Township's Storm Water Ordinance requires that a developer seeking Township storm water permit approval must provide the Township with an operation and maintenance agreement ensuring the reasonable routine, emergency and long-term maintenance of all storm water management facilities constructed in accordance with a development project, unless dedicated as part of a Drainage District under the jurisdiction of the Ottawa County Drain Commissioner.

F. The Township's Engineer and the Ottawa County Drain Commissioner have indicated that the storm water drainage facilities and systems, as detailed in the plans prepared by \_\_\_\_\_ and dated \_\_\_\_\_, 20\_\_\_\_, are adequate, provided that the Developer executes an agreement for the ongoing maintenance of the referenced storm water drainage facilities as described and detailed in the plans prepared by \_\_\_\_\_ and dated \_\_\_\_\_, 20\_\_\_\_, which plans are hereby incorporated by reference.

## **AGREEMENT**

For good and valuable consideration including, but not limited to, the covenants and pledges contained herein and the Township's willingness to forego the posting of performance guarantees to ensure construction and maintenance of the drainage improvements described, the sufficiency of which is acknowledged, the parties agree as follows:

Section 1. Compliance with Laws, Ordinances, Permits. Developer agrees to construct, install, and operate the Project in accordance with approvals received from the Township and other governmental entities with applicable jurisdiction. In constructing the Project, Developer agrees to comply with all state and local laws, ordinances, and regulations as well as the terms of this Agreement.

Section 2. Alterations or changes. No alterations or changes to the storm water systems, as defined in this Agreement, shall be permitted unless they are approved, in writing, by the Township, and any such approved changes will be deemed to comply with this Maintenance Agreement.

Section 3. Easements to be secured and recorded. The Developer, at its expense, shall secure from any affected owners of land all easements and releases of rights-of-way necessary for utilization of the storm water systems, as defined in this Agreement, and shall record them with the Ottawa County Register of Deeds. Copies of easements shall be provided to the Township. These easements and releases of rights-of-way will not be altered, amended, vacated, released or abandoned without prior written approval of the Township. Shrubs, trees or permanent structures shall not be located within the easements utilized by the Developer without the prior written approval of the Township.

Section 4. Operation and Maintenance of Storm Water System. As used in this Section, "storm water system" shall mean all storm water systems, catch basins, storage structures, drains, leaching basins, ponds, pipes, porous pavement and appurtenances located on the Property including, but not limited to, all pollution-control devices utilized as part of the storm water system, as detailed in the plans prepared by \_\_\_\_\_, dated \_\_\_\_\_, 20\_\_\_\_. As used herein, "maintain" or "maintenance" shall mean inspecting, cleaning out, mowing, repairing, and removing accumulated sediment, leaves, weeds, debris, and obstructions from all ponds, leach basins, pollution-control devices, or similar appurtenances of the storm water system such that failure to maintain is likely to result in impeding the functioning of the storm water system.

- A. Operation of Storm Water System. The Developer shall at all times or until such time that another governing body such as but not limited to a Home Owner's Association or Ottawa County Water Resources Commission assumes responsibility, operate the storm water system in a manner consistent with generally accepted storm water management practices. Not less than annually, the Developer shall maintain the storm water system located on the Property. The Developer shall submit certified reports of the maintenance performed to the Township.
- B. Maintenance of Storm Water Detention / Retention System. At a minimum, the following maintenance procedures shall be performed by the Developer:
- (1) Inspect the facilities regularly for clogging and clean / repair as necessary several times during the first few months after construction and then quarterly or after a large rain event thereafter.
  - (2) Check banks and bottom surface of basin for erosion and repair as necessary.
  - (3) Trim or harvest any aquatic vegetation as appropriate, and frequently mow grassy areas.
  - (4) Remove sediment when accumulation reaches 6 inches, or if re-suspension is observed or is probable.
  - (5) The Developer shall submit certified reports of the maintenance performed to the Township.
- C. Maintenance of Storm Water System with porous pavement. At a minimum, the following maintenance procedures shall be performed by the Developer:
- (1) Inspect the system several times during the first few months after construction.
  - (2) Inspect the system 2 times per year and after heavy storms. Check for standing water on the surface and within the stone bed under the porous pavement.
  - (3) Clean the surface of the porous pavement at least 2 times per year by vacuum sweeping followed by high pressure jet hosing.
  - (4) The Developer shall limit the use of deicing chemicals and shall not use sand on porous pavement surfaces. Repairs of porous pavement by sealing or repaving with non-porous materials shall be avoided and limited to 10 percent of the total surface area.
  - (5) The Developer shall submit certified reports of the maintenance performed to the Township.

In the event that storm water facilities maintenance is not conducted, an authorized representative of the Township shall notify the Developer, specifying the necessary maintenance. Within thirty (30) days of the notice, the Developer shall perform the specified maintenance at his expense. Within thirty-six (36) hours of notice, the Developer shall perform any specified emergency maintenance as may be required in the Township's notice.

C. Failure to Maintain. In the event the Developer does not operate and maintain the storm water system as required under the terms of this Agreement, the Township shall be entitled, and is hereby expressly authorized by the Developer, to take one or more of the following actions (or any combination of the same):

(1) The Township or its agent may go onto the Property and maintain the storm water system. Not less than ten (10) days before taking such action, the Township shall provide to the Developer and any other owners (as shown on the latest Township tax assessment roll), by first-class mail, notice of its intention. The Developer hereby grants to the Township and its agents a non-revocable license to go onto the Property to carry out the provisions of this subsection. The Township will invoice the cost of the specified maintenance, and the Developer shall pay the amount of the invoice within thirty (30) days of the Township's mailing the invoice by first class mail. If the Developer shall fail to pay the amount of the invoice, all costs, fees, or expenses incurred by the Township in maintaining the storm water system pursuant to this subsection may be, without further notice, assessed as a lien on the Property, to be collected in the same manner as ad valorem property taxes.

(2) If requested, the Developer shall provide a letter of credit in an amount sufficient to ensure maintenance of the storm water system, in a form satisfactory to the Township. The Developer shall provide the requested letter of credit within fifteen (15) business days of receiving such a request from the Township. The letter of credit shall provide that the payment to the Township shall be assured upon submission by the Township of notice that the Developer has not maintained the storm water system as required by this Agreement.

Section 5. Violation of Agreement. The parties acknowledge that monetary damages for a breach of this Agreement would be inadequate to compensate the parties for the benefit of their bargain. Accordingly, the parties expressly agree that in the event of a violation of this Agreement, the non-breaching party shall be entitled to receive specific performance. Nothing herein shall be deemed a waiver of the Township's rights to seek enforcement of this Agreement or zoning approvals previously granted, to the extent otherwise authorized by law. A violation of the terms and conditions of this Agreement by the Developer or its successors subsequent to the completion of the Project shall entitle the Township, in the event of litigation to enforce this Agreement, to receive its reasonable attorney and consulting fees incurred.

Section 6. Recording. The obligations under this Agreement are covenants that run with the land, and bind successors in title of the Developer. It is the parties' intent that this Agreement shall be recorded with the Ottawa County Register of Deeds.

Section 7. Miscellaneous.

A. Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the enforceability or validity of the remaining provisions and this Agreement shall be construed in all respects as if any invalid or unenforceable provision were omitted.

B. Notices. All notices permitted or required to be given shall be in writing and sent either by mail or by personal delivery to the address first above given.

C. Waiver. No failure or delay on the part of any party in exercising any right, power, or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or privilege under this Agreement preclude further exercise thereof or the exercise of any other right, power, or privilege. The rights and remedies provided in this Agreement are cumulative and not exclusive of any rights and remedies provided by law.

D. Governing Law. This Agreement is being executed and delivered and is intended to be performed in the State of Michigan and shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws thereof.

E. Amendment. This Agreement may only be amended in writing, signed by all parties.



The parties have executed this Agreement on the day and year first above written.

WITNESSES:

ALLENDALE CHARTER TOWNSHIP

\_\_\_\_\_(LS)

\_\_\_\_\_(LS)

\*

\_\_\_\_\_

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

\_\_\_\_\_(LS)

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

\*

\_\_\_\_\_

\* Printed Name

STATE OF MICHIGAN )  
                                  ) ss.  
COUNTY OF OTTAWA)

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me a Notary Public, personally appeared \_\_\_\_\_, the \_\_\_\_\_ of Allendale Charter Township, a Michigan charter township, who, being first duly sworn, did say they signed this document on behalf of the Township.

\_\_\_\_\_  
Notary Public, \_\_\_\_\_ County, Michigan  
My Commission Expires: \_\_\_\_\_

WITNESSES:

(DEVELOPER)

\_\_\_\_\_(LS)

\_\_\_\_\_(LS)

\*

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

\_\_\_\_\_(LS)

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

\*

\* Printed Name

STATE OF MICHIGAN       )  
                                      ) ss.  
COUNTY OF                )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me a Notary Public, personally appeared \_\_\_\_\_, the \_\_\_\_\_ of \_\_\_\_\_, who, being first duly sworn, did say he signed this document on behalf of said \_\_\_\_\_.

\_\_\_\_\_  
Notary Public, \_\_\_\_\_ County, Michigan  
By Commission Expires: \_\_\_\_\_

PREPARED BY:  
Fleis & VandenBrink Engineering, Inc.  
2960 Lucerne Drive SE  
Grand Rapids, MI 49546  
(616) 977-1000

**EXHIBIT A**

LEGAL DESCRIPTION

(Insert legal description of parcel indicated in RECITALS, (A), page 1)



## **APPENDIX H**



## APPENDIX H

### PRE-CONSTRUCTION MEETING AGENDA / MINUTES

Meeting Date: \_\_\_\_\_ Time: \_\_\_\_\_

Project Title / Public Improvements: \_\_\_\_\_

#### **PARTIES**

Owner (Developer): \_\_\_\_\_ Phone Number: \_\_\_\_\_  
As Noted in Definitions

Owner's Engineer: \_\_\_\_\_ Phone Number: \_\_\_\_\_  
As Noted in Definitions \_\_\_\_\_ Phone Number: \_\_\_\_\_

Contractor: Section 0100, Part \_\_\_\_\_  
1.12  
As Noted in Definitions

Manager: \_\_\_\_\_ Phone Number: \_\_\_\_\_  
Site Superintendent: \_\_\_\_\_ Phone Number: \_\_\_\_\_  
Sect. 1.12.05  
Safety Representative: \_\_\_\_\_ Phone Number: \_\_\_\_\_  
Sect. 1.12.03

Township: \_\_\_\_\_  
Supervisor: Adam Elenbaas Phone Number: 616.895.6295 x12  
DPW Superintendent: Chad Doornboss Phone Number: 616.895.6295 x13  
DPW Inspector: Jon Currier Phone Number: 616.895.5142  
Fire Department: Dave Pelton Phone Number: 616.895.6295 x30  
Maintenance Dept.: Larry Haveman Phone Number: 616.895.6295 x8  
Sidewalks

Township Engineer: Fleis & VandenBrink Phone Number: 616.977.1000  
Engineer: Bruce Pindzia Phone Number: 616.260.4306  
Inspector: Dudley Pierce Phone Number: 616.291.9088

#### **PERMITS**

Agencies / Permits: Ottawa County Road Commission (work within ROW)  
Section 1.04 Ottawa County Water Resources Commissioner (SESC, County  
Drain / Storm Water Management)  
MDOT (work within ROW)  
MDEQ (Wetland, Inland Lakes and Streams, Notice of Coverage,  
Water Main, Sanitary Sewer)  
Other: \_\_\_\_\_

#### **FROM PROJECT CHECKLIST**

Confirm receipt of the following:

- ☐ Letter of Credit
- ☐ Certificate of Insurance
- ☐ Copy of DEQ Permits
- ☐ Copies of Permits from OCRC, OCWRC & MDOT

- ☐ Executed Easements
- ☐ Executed Storm Water O&M Agreement

## **SCHEDULE**

Anticipated Start Date: \_\_\_\_\_

Detailed Schedule: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Completion Date(s): \_\_\_\_\_  
 \_\_\_\_\_

## **UTILITIES**

Identify potential conflicts / scheduling concerns

Electric: Consumers Energy  
 \_\_\_\_\_  
 \_\_\_\_\_

Great Lakes Energy  
 \_\_\_\_\_  
 \_\_\_\_\_

Gas: DTE Energy / Michcon  
 \_\_\_\_\_  
 \_\_\_\_\_

SEMCO  
 \_\_\_\_\_  
 \_\_\_\_\_

Telephone: AcenTek  
 \_\_\_\_\_  
 \_\_\_\_\_

AT&T, SBC / Ameritech  
 \_\_\_\_\_  
 \_\_\_\_\_

Cable Vision: Charter Communications  
 \_\_\_\_\_  
 \_\_\_\_\_

AcenTek  
 \_\_\_\_\_  
 \_\_\_\_\_

Water Transmission: City of Grand Rapids (M-45 & Fillmore)  
 \_\_\_\_\_

City of Coopersville (60<sup>th</sup> Avenue north of M-45)  
 \_\_\_\_\_  
 \_\_\_\_\_

## **MISCELLANEOUS**

Subcontractors / Material  
Suppliers:

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Shop Drawings / Submittals (to Township & Township Engineer): Prior to Construction

Certifications on pipe  
Product data – pipe fittings, valves, hydrants, etc.  
Concrete mix design - sidewalk

Staking: Sect. 1.18

By (firm name): \_\_\_\_\_  
Notice: 2 working days  
Contact Person: \_\_\_\_\_  
Phone Number: \_\_\_\_\_

Materials Testing:  
Sect. 1.18 & 1.36

By (firm name): \_\_\_\_\_  
Notice: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Phone Number: \_\_\_\_\_

Compaction: \_\_\_\_\_  
\_\_\_\_\_

Bituminous: \_\_\_\_\_  
\_\_\_\_\_

Concrete: \_\_\_\_\_  
\_\_\_\_\_

Other: \_\_\_\_\_  
\_\_\_\_\_

Public Safety /  
Convenience:

Dust Control, Tracking and Access  
Barricades & Signing  
Protection of Work Areas

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Anticipated Road Closures / Detours: \_\_\_\_\_

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Notice to Police, Fire Department, Schools:

Notify Township and Township will Notify

### **SPECIAL REQUIREMENTS**

OCRC	IDR's	_____
	Inspection / Testing	_____
	Detours	_____
		_____
OCWRC	SESC	_____
		_____
		_____
		_____
MDOT	Notification	_____
	Inspection	_____

### **ALLENDALE TOWNSHIP**

Date of Approved Plans: \_\_\_\_\_

Record Drawings:    Sketches, Dimensions, Witnesses:  
Sect. 1.12.07

By Contractor (with assistance of Township Inspector)

Preparation of Record Drawings:  
By Owner's Engineer

24 Hour notice needed for Visual Inspections

48 Hour notice needed for Pressure Testing / Televising Inspections

All deviations and revisions from approved plans must be reviewed and approved by Township and Township Engineer

Connection Fees: Obtain current fact Sheet for water and/or sewer from Township

Allendale Fire Department: Sections 1410 – Access for Fire Fighting and Section 1412 – Water Supply for Fire protection of the most recent edition International Fire Code will be enforced (see Section 1.49 of the general Requirements of the Township Standard Construction Requirements)

Stationary rods for curb stops shall be obtained from East Jordan.

#### **Sanitary Sewer:**

Testing:                      Exfiltration Air Test  
                                    Video Televising (30 days  
                                    after last backfill)

#### **Water Main:**

Testing:                      Pressure / Leakage Test  
                                    Flushing  
Chlorination: Samples / testing of bacteriological requirements by Township

**Sidewalk / Shared Use Path:** Inspection / approval of forms required prior to pouring concrete

# Construction Progress Checklist

<b>Job Name:</b>				
<b>Contractor &amp; Supervisor:</b>				
Name:				
Address:				
Email:				
Phone:		Office		Cell
<b>Owner:</b>				
Name:				
Address:				
Email:				
Phone:		Office		Cell
<b>Construction Manager:</b>				
Name:				
Address:				
Email:				
Phone		Office		Cell
<b>Engineer:</b>				
Name:				
Address:				
Email:				
Phone		Office		Cell

<b>Sanitary</b>	
Install Completed	
Pressure Test After Backfill	
Televising (30 Days after pressure test)	
Manhole Inspection	
(after casting set to grade – can vary with each project)	
All Laterals Marked Properly	
Final After Top Coat of BIT and/or Green Area Grading	
<b>Water Main:</b>	
Install Complete	
Pressure Test	
Chlorinate	
Bac T Test	
Services Complete	
F.D. H&V Inspection	
Hydrant & Valve Inspection	
Services Marked Properly	
Final After Top Coat of BIT and/or Green Area Grading	
<b>Substantial Completion (water &amp; sewer)</b>	
<b>Punch List:</b>	
Final Punch List to Contractor	
Final Punch List Completed	
Asbuilt Filed	
(Send to Steve and Bruce for final billing and paperwork.)	

**NOTE: Water and Sewer hook ups only allowed after Substantial Completion.**

## **PAPER WORK CHECK LIST**

**Copy of recorded easements –**

**Complaints resolved –**

**Guarantee period agreement in writing –**

**Storm water operation and maintenance agreement recorded –**

**Engineer's certificate signed –**

**Warranty bill of sale signed –**



Allendale Charter Township  
Allendale Water & Sewer

Site Inspector: \_\_\_\_\_

Date: \_\_\_\_\_

PRE-CONSTRUCTION MEETING CHECKLIST

Name of Development \_\_\_\_\_

Contractor(s) for Underground Utilities

Water \_\_\_\_\_

Sewer \_\_\_\_\_

Most recent plans available to Township \_\_\_\_\_

Township Standard Construction Requirements with 2017 updates \_\_\_\_\_

Water and sewer fact sheet containing required connection fees \_\_\_\_\_

**Approximate Start Date** \_\_\_\_\_

DOUBLE CHECK ELEVATIONS (existing hydrants may have been raised)

**24 hour** notice needed for visual inspections

**48 hour** notice needed for pressure testing and televising inspections

**All deviations and revisions** from approved plans must be reviewed and approved by the TOWNSHIP and the TOWNSHIP ENGINEER. TOWNSHIP site inspector is not authorized to approve revisions.

**Curb Stop Box Rods** only spec from EJ

**30 days after** backfill completion to televise sewer – see spec book for instructions

**“As-Built” measurements** are the contractor’s responsibility (not TOWNSHIP site inspector)





2960 Lucerne Drive SE  
Grand Rapids, MI 49546  
P: 616.977.1000  
F: 616.977.1005  
[www.fveng.com](http://www.fveng.com)

