

AGREEMENT

THIS AGREEMENT made and entered into on the 11 day of October, 19 79, by and between the County of Gratiot, by its Board of Public Works, the Village of Perrinton and Fulton Township, hereinafter referred to as "Board", "Village", and "Township" respectively.

WITNESSETH:

WHEREAS, the parties hereto did on the 6th day of March, 1972 enter into a contract and agreement between themselves and the County of Gratiot with regard to the use and operation of a sewage system for their mutual benefit; and,

WHEREAS, it has become essential for the Village and the Township to readjust their participation in the expense of such maintenance and operation; and,

WHEREAS, the Village and Township have reached accord on the subject, as evidenced by the letter of intent dated January 23, 1978:

NOW THEREFORE, it is agreed as follows:

1. That paragraph 8 of the said contract hereinabove referenced, be and hereby is amended, changed and altered and shall hereafter read as follows:

The County does hereby let and lease said system to the Village and Township, and the said Village and Township do hereby hire said system from the County for a term commencing upon completion of the system, or any part thereof, and ending upon expiration of this contract. There is hereby created a Perrinton Village-Fulton Township Sewage Authority which shall consist of two representatives of the Village of Perrinton and two representatives of the Township of Fulton, and one representative from the Board of Public Works, which

as they may agree upon and shall review all expenditures for maintenance and operation of the previous months, and shall approve and authorize major expenses for maintenance and capital improvements required in the coming months. At the first meeting the Authority shall elect a chairman who shall hold office for one year and whose duty it shall be to preside at all meetings, to call all meetings and to notify all members of the Authority of such meeting. In the event that the membership of the Perrinton Village-Fulton Township Sewage Authority is unable to agree upon expenditure of any funds or the undertaking of any maintenance or method of operation of the system then the Board representative shall act as a tie breaker in such decision making process. Said system shall be maintained in good condition and repair to the satisfaction of the Board, which shall have the right to inspect the system at any time and to require the Perrinton Village-Fulton Township Sewage Authority to make any repairs, replacements and to do any further acts which, in the judgment of the Board, may be necessary in order to maintain the system in good repair and condition. If the Perrinton Village-Fulton Township Sewage Authority shall neglect at any time to make repairs and replacements, and to take such action as may be required by the County Board within a reasonable time after being notified by the County Board to do so, then, the County Board shall have the right to make the necessary repairs and replacements, and the local units, through the Perrinton Village-Fulton Township Sewage Authority shall reimburse the County for the expense thereof within 30 days after such expense has been incurred. The local units, through the Perrinton Village-Fulton Township Sewage Authority will, at their own expense, provide insurance on the machinery, pumping stations, or similar equipment of the system, against fire or loss by explosion or destruction of the comprehensive type customarily carried, and will also provide sufficient liability insurance protecting the County, the Village and the Township, and the Perrinton Village-Fulton Township Sewage Authority, if required, against loss on account of damage or injury to persons or property imposed by reason of the ownership or operation of the system, or resulting from any act or omission or permission on the part of itself, its agents, officers or employees in connection with the operation, maintenance or repair of the system.

2. HENCEFORTH, the Village and Township shall bear their proportionate shares of the expense and maintenance and operation as determined on a quarterly basis by the Perrinton Village-Fulton Township Authority. Expense for capital improvement of the system shall be apportioned

of the agreement first above referenced, or shall contradict therewith, then this agreement shall be considered the controlling agreement.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed on the day and year first hereinabove written.

COUNTY OF GRATIOT  
By its Board of Public Works

BY: *Arthur S. Jochen*  
its Chairman

BY: *Thomas Moore*  
its Secretary

VILLAGE OF PERRINTON

BY: *Donald Proke*  
President

BY: *Rosalie Blain*  
Clerk

TOWNSHIP OF FULTON

BY: *Fred Schneider*  
Supervisor

BY: *D. K. Wood*  
Township Clerk