

WAIVER AND HOLD HARMLESS AGREEMENT

WHEREAS the Genesee County Drain Commissioner as County Agent for Genesee County, by and through its Division of Water and Waste Services (hereinafter Genesee County Drain Commissioner), is improving water delivery services with the construction of the Southern Lakes Water Main System; and

WHEREAS said project is being constructed in cooperation with the Charter Township of Fenton and is intended to provide water service for portions of the township; and

WHEREAS the construction project consists of three phases: Phase I is over 5 miles of pipeline to be completed in the fall of 2023; and a Water Tower project to be completed in the summer of 2024; Phase II and III are also currently under construction and will be operational in the fall of 2024; and

WHEREAS the Charter Township of Fenton acquires water from the Genesee County Drain Commissioner and provides same to its customers in the township; and

WHEREAS you, as a customer of the Charter Township of Fenton, have expressed a desire to connect your property located at _____ to the pipeline prior to completion and operation of the Water Tower; and

WHEREAS the delivery of water services before the Water Tower is completed has a greater possibility of experiencing short term interruptions in service including, but not limited to, fluctuation in water pressure and outages; and

WHEREAS the interruptions in water services may result in the temporary unavailability of water, cloudy and/or brickish colored water and possibly causing damages;

The Charter Township of Fenton and the Genesee County Drain Commissioner, having disclosed to you the potential risks associated with connecting to the pipeline prior to completion and full utilization of the Water Tower are willing to allow you to connect to the pipeline upon execution of this Waiver and Hold Harmless Agreement.

WHEREFORE:

I, _____, owner of _____, having read the above and fully understand that by connecting my property to the Southern Lakes Water Main System prior to the Water Tower being fully operational run the risk of service interruptions which include, but are not limited to, fluctuation in water pressure, discolored water, outages (no water), and damages to my plumbing.

I understand and agree to waive any and all claims of any kind including, but not limited to, claims of property damage, personal injury and loss of income that may arise from my connection to the Southern Lakes Water Main System, against the Charter Township of Fenton and the Genesee County Drain Commission, their officials, officers, employees, contractors and agents.

I further agree to hold harmless, defend and indemnify the Charter Township of Fenton and the Genesee County Drain Commission, their officials, officers, employees, contractors and agents from any and all claims of any kind arising from or related to delivery of water and water services from the Southern Lakes Water Main System to my property located at _____.

I declare that I have read this release and that I understand its terms.

Signature: _____

Date: _____

Subscribed and sworn to before me on
this ____ day of _____ 2023.

_____, Notary Public
_____, County, Michigan
Acting in _____ County, Michigan
My Commission Expires: __/__/20__

Representative of the Genesee County
Drain Commissioner