

ANDERSON, ECKSTEIN AND WESTRICK, INC.

51301 Schoenherr Road, Shelby Township, Michigan 48315
Civil Engineers • Surveyors • Architects 586-726-1234

9B

RECEIVED
DEC 10 2013
CITY OF GROSSE PTE WOODS

MEMORANDUM

TO: Alfred Fincham, City Administrator
FROM: Scott Lockwood, Consulting City Engineer
DATE: December 5, 2013
SUBJECT: DWSD Water Contract

Regarding the DWSD Water Contract- Amendment 2, we are satisfied with the terms of the Contract as proposed. As we have discussed there are three elements in the contract which affect your water rates- maximum day flow, peak hour flow and annual consumption. This amendment does not propose any change to the maximum day or peak hour flows. The annual consumption went up from 85,000 Mcf to 92,000 Mcf.

The increase in annual volume results in a slightly reduced calculated water rate, which will be applied to the next rate calculation (still an overall increase from the current rate). The increase in anticipated annual consumption is due primarily to observed recent increase by the City. We also requested consideration for the additional water consumption expected by the new Rivers Development. A portion of the consumption requested was granted. We will monitor actual consumption once the Rivers is operational and request a reopener meeting to discuss further change in the contract volume if needed.

DON R. BERSCHBACK
ATTORNEY AND COUNSELOR AT LAW
24053 JEFFERSON AVENUE
ST. CLAIR SHORES, MICHIGAN 48080-1530

(588) 777-0400
FAX (588) 777-0430
E-MAIL donberschback@yahoo.com

OF COUNSEL
CHARLES T. BERSCHBACK *
* ALSO ADMITTED IN FLORIDA

November 12, 2013

Alfred Fincham, City Administrator
City of Grosse Pointe Woods
20025 Mack Plaza
Grosse Pointe Woods, MI 48236

RE: Amendment No. 2 to Water Service Contract Between
City of Detroit and Grosse Pointe Woods

Dear Mr. Fincham:

In accordance with your request, I have reviewed Amendment No. 2 to the Water Service Contract originally between the City of Detroit and the City of Grosse Pointe Woods (and other municipalities) on July 21, 2009. Recent decisions by the US District Court, including the Court's decision that the approval of the Detroit City Council is no longer legally required as of November 4, 2001 provided the impetus for this Amendment.

While many of the provisions of the contract are not, in essence, the purview of the City Attorney (rather, it is the City Engineers and the Department of Public Works bailiwick) from a legal standpoint I have reviewed its provisions and would recommend that the Amendment be adopted by the City of Grosse Pointe Woods. I do note that the Amendment permits Grosse Pointe Woods to join another authority, city, township, village or other municipal corporation to form a water authority for the sole purpose of collectively contracting for water service from the Board.

If you have any questions please feel free to call me.

Very truly yours,



DON R. BERSCHBACK

DRB:gmr

**AMENDMENT NO. 2 TO WATER SERVICE CONTRACT
BETWEEN
CITY OF DETROIT
AND
CITY OF GROSSE POINTE WOODS**

This Amendment Agreement No. 2 ("Amendment") is made between the City of Detroit, a municipal corporation, by its Water and Sewerage Department and Board of Water Commissioners (the "Board"), and the City of Grosse Pointe Woods, a municipal corporation ("Customer"). The Board and Customer are collectively referred to as the "Parties".

Whereas, the City of Detroit owns a public water supply system ("System") operated by the Board; and

Whereas, on July 21, 2009, the Parties entered into a Water Service Contract ("Contract") reflecting the terms and conditions governing the delivery and purchase of potable water, as subsequently amended; and

Whereas, the purpose of the Contract is to provide for the long-term service of potable water to Customer; and

Whereas, Article 15 of the Contract permits the Parties to amend the Contract by mutual agreement; and

Whereas, in October 2011, the Technical Advisory Committee recommended that the Board consider certain modifications to the Contract terms, including the addition of a new defined term in Section 1.01, the revision of Article 5, and modifications to Sections 21.01 and 22.01; and

Whereas, on November 4, 2011, the United States District Court, Eastern District of Michigan, issued an order in Case No. 77-71100 that provides the Board full and final authority to approve contracts with its wholesale customers such that the approval of the Detroit City Council is no longer legally required; and

Whereas, it is the mutual desire of the Parties to enter into this Amendment to amend the Contract as set out in detail in the following sections; and

ACCORDINGLY, THE PARTIES AGREE AS FOLLOWS:

1. Section 1.01 of the Contract is amended to add the following definition:

"Allocation Flow Rate" shall mean the value that is established as a result of a breach of Section 5.03 herein and which value shall replace the contractual Maximum Flow Rate in the rate calculation process in the event that Section 5.04(C) herein is applied by the Board.

2. Section 1.01 of the Contract is amended by deleting the existing definition of “Contract” in its entirety and substituting the following definition in its place:

“Contract” shall mean each of the various provisions and parts of this document, including all attached Exhibits and any amendments thereto, as may be executed and approved by Customer’s governing body and the Board.

3. Section 2.01 of the Contract is amended by deleting in its entirety the existing language and substituting the following language in its place:

Term. The Board shall sell and supply water to Customer from the System in accordance with the terms of this Contract for a period of thirty years from the effective date of this Contract and any ten-year renewal terms (collectively the “Contract Term”), subject to Article 3 herein. The effective date of this Contract shall be the date that this Contract is approved by Customer’s governing body or the Board whichever is later. This Contract replaces and supersedes any prior water service contracts between the Parties.

4. Section 3.04 of the Contract is amended by deleting in its entirety the existing language and substituting the following language in its place:

Formation of Water Authority. Customer may join with another authority, city, township, village or other municipal corporation recognized by the State of Michigan to form a water authority for the sole purpose of collectively contracting for water service from the Board. The exercise of this right shall not be construed as an early termination of this Contract and this Contract shall be voided upon the approval of a new water service contract by Customer’s governing body and the Board.

5. Article 5 of the Contract is amended by deleting in its entirety the existing Article 5 and substituting the following revised Article 5 in its place:

Article 5.

Pressure; Maximum Flow Rate; Minimum Annual Volume

- 5.01 Pressure Range. The Board shall use its best efforts to deliver water at the Water Distribution Points at a pressure range (“Pressure Range”) adequate to meet the reasonable requirements of Customer. For purposes of evaluating this effort, water pressure shall be determined by reviewing the average hourly pressure measured from top-of-the-hour to top-of-the-hour (e.g. 7:00 a.m. to 8:00 a.m.). The Pressure Range to be provided by the Board to Customer’s Water Distribution Points is specified in Exhibit B. The location at which the water pressure will be measured shall be specified in Exhibit A and identified as point “P”. A Pressure Range will not be established for water meters that are not located on a DWSD transmission main, or which are located on a DWSD transmission main and are downstream of and subject to the flow demands of a water meter for another Board customer.

- 5.02 Remedy for Non-Compliance with Pressure Range. If the water pressure at Customer's Water Distribution Points is above or below the Pressure Range, at Customer's request the Parties shall meet within thirty (30) calendar days to discuss the reasons for the non-compliance and, if agreed necessary, develop and implement a mutually agreeable written corrective action plan within sixty (60) calendar days of the meeting, or as otherwise agreed. The corrective action plan shall include a timetable for resolution of the non-compliance issue(s).
- A. If it is determined that another customer's exceedance of the rates of flow established by that customer's Maximum Flow Rate caused or contributed to the Board's inability to meet its Pressure Range agreement with Customer, then the corrective action plan shall provide for the resolution of the issue.
 - B. If Customer is exceeding the rates of flow established by its Maximum Flow Rate on a day other than the DWSD Maximum Day at the time Customer experiences a variation from the Pressure Range, then the Board shall be relieved from its obligation to provide water to Customer within the Pressure Range for that period of time during which Customer is exceeding the rates of flow established by its Maximum Flow Rate.
- 5.03 Maximum Flow Rate. Customer's Maximum Flow Rate is specified in Exhibit B. Customer shall not exceed the Maximum Flow Rate specified in Exhibit B, as measured in million gallons on the DWSD Maximum Day and during the DWSD Peak Hour.
- A. The Board shall notify all customers in writing on or before October 1 of each calendar year if Customer or any other wholesale customer is alleged to have exceeded its Maximum Flow Rate in a given calendar year. The notice shall state the day and/or hour that Customer or any other wholesale water customer is alleged to have exceeded its Maximum Flow Rate.
 - B. If Customer is alleged to be in breach of its obligations under this Section 5.03, the Board and Customer shall endeavor to meet before November 1 of the then current calendar year, or as soon as practicable, for the purposes of validating the breach, reviewing and analyzing the causes, and to negotiate a possible remedy pursuant to Sections 5.04 and 5.05 herein.
 - C. The Technical Advisory Committee's Analytical Work Group, or its successor shall review any alleged breach of this Section 5.03.
 - i. The Analytical Work Group shall meet once, at a minimum, on or before November 1 of each calendar year to review the alleged breaches, if any, and may thereafter schedule subsequent meetings as necessary to conclude its review.

- ii. The Board will seek a recommendation from the Analytical Work Group on (1) an Allocation Flow Rate, if any, and/or (2) concurrence with the remedy tentatively negotiated between Customer and the Board, if any. Customer and the Board shall have the right to present any information related to the alleged breach a Party deems necessary to the deliberations.
- iii. Any recommendation submitted by the Analytical Work Group shall be received by the Board on or before December 1 of each calendar year.

5.04 Remedy for Non-Compliance with Maximum Flow Rate. The Board has no obligation to supply to Customer more than the Maximum Flow Rate. If Customer exceeds its Maximum Flow Rate on the DWSD Maximum Day or during the DWSD Peak Hour, the Board and Customer may, as needed, take one or more of the following actions set forth in this Section 5.04. The applicability of any particular action shall be evaluated by the Board on a case-by-case basis.

- A. The Board may require that Customer take all reasonable steps to reduce its consumption to the Maximum Flow Rate. Such steps may include water conservation measures, outdoor water use restrictions, water loss studies and remediation, and an internal system operation evaluation.
- B. The Parties may meet to negotiate a new Maximum Flow Rate. If so negotiated, Customer shall pay the rate associated with the new Maximum Flow Rate in the subsequent rate year.
- C. For ratemaking and cost allocation purposes only, the Board may recalculate Customer's rate for the current and/or subsequent fiscal years utilizing a revised cost allocation formula as follows:
 - i. The Board shall, as set forth below, establish an Allocation Flow Rate to replace the contractual Maximum Flow Rate in the rate calculation process.
 - ii. The Allocation Flow Rate shall be applied from no earlier than the first exceedance date forward.
 - iii. The Allocation Flow Rate will be at least equal to the flow rate demonstrated by Customer on the DWSD Maximum Day, and may be higher than the actual flow rate demonstrated by Customer.
 - iv. Pursuant to Section 5.03(C), if the Board receives a recommendation on the Allocation Flow Rate to be applied from the Analytical Work Group and the recommendation is higher than twice the amount by which the demonstrated flow rate exceeded the original Maximum Flow Rate, then the Board shall be limited to establishing an Allocation Flow Rate that is at least equal to the

flow rate demonstrated by Customer on the DWSD Maximum Day and no higher than the recommendation provided by the Analytical Work Group.

- v. If no recommendation on the Allocation Flow Rate to be applied is received by the Board, or if the Board receives a recommendation and the recommendation is less than twice the amount by which the demonstrated flow rate exceeded the original Maximum Flow Rate, then the Board shall be limited to establishing an Allocation Flow Rate that is at least equal to the flow rate demonstrated by Customer on the DWSD Maximum Day and no higher than twice the amount by which the demonstrated flow rate exceeded the original Maximum Flow Rate.
- vi. The Allocation Flow Rate will continue to be applied to each subsequent year's rate calculation process until the Maximum Flow Rate is renegotiated.
- vii. If a rate has been approved for the subsequent fiscal year (July 1st to June 30th) but the rate has not yet been applied, the Board may modify Customer's rate for that subsequent fiscal year to account for an exceedance of its Maximum Flow Rate.
- viii. If the Board has built capital facilities based upon Customer's negotiated Maximum Flow Rate and Customer consistently exceeds its Maximum Flow Rate, then the Board may re-calculate the amount of Customer's percentage of the capital cost of such facilities

5.05 Procedure for Non-Compliance with Maximum Flow Rate. In addition to the remedies specified in Section 5.04, if Customer has failed in its obligations under Section 5.03, the Parties shall meet to discuss the reasons for the non-compliance and if agreed necessary, develop a mutually agreeable written corrective action plan by December 31 of the year in which the non-compliance occurred, or as otherwise agreed. Any corrective action plan required under this Section 5.05 shall include a timetable for resolution of the non-compliance issue(s).

- A. If the Parties determine that a corrective action plan is not required and an incident of non-compliance occurs in the subsequent calendar year, the Parties shall meet to develop a mutually agreeable written corrective action plan by December 31 of the year in which the non-compliance occurred, or as otherwise agreed.
- B. In the event the reason for Customer's non-compliance under Section 5.03 is due to a Customer water main break, fire or meter calibration performed by DWSD, these events will be taken into consideration in determining (1) whether a corrective action plan is warranted and (2) the extent to which, if any, the steps specified in Section 5.04 should apply.

- 5.06 Minimum Annual Volume. Customer shall purchase from the Board not less than the Minimum Annual Volume of water specified in Exhibit B. If Customer's Annual Volume is less than the Minimum Annual Volume, Customer shall pay to the Board an amount computed by applying the current rate to the Minimum Annual Volume less any amounts already billed to the Customer by the Board.
- 5.07 Periodic Review. For Customer and System planning purposes and, with regard to the Minimum Annual Volume, enforcement of the provisions of Article 3, a Maximum Flow Rate, Pressure Range, Projected Annual Volume and Minimum Annual Volume shall be established by mutual agreement for the Contract Term. A contractually binding Maximum Flow Rate, Pressure Range, Projected Annual Volume and Minimum Annual Volume shall be established by mutual agreement for first two years of the Contract Term. Not later than the second year of the Contract Term, the Board and Customer shall negotiate a contractually binding Maximum Flow Rate, Pressure Range, Projected Annual Volume and Minimum Annual Volume for the succeeding three years of the Contract Term. Not later than the fifth year of the Contract Term, and every five years thereafter, the Board and Customer shall negotiate a contractually binding Maximum Flow Rate, Pressure Range, Projected Annual Volume and Minimum Annual Volume for the succeeding five years of the Contract Term. If the Parties do not negotiate new or revised Maximum Flow Rates, Pressure Ranges, Projected Annual Volumes and Minimum Annual Volumes according to the aforementioned schedule, then the figures established for planning purposes (as shown in italicized type in Exhibit B) shall become contractually binding for the then-current three or five year term.
- 5.08 Remedy for Excessive Rate(s) of Flow Causing Pressure Problem(s). Customer acknowledges that Customer's rates of flow may cause and/or contribute to the Board's inability to meet its Pressure Range agreements with Customer and/or the Board's other customers (hereinafter, "Pressure Problem"). The Board may review or monitor Customer's daily rates of flow if a Pressure Problem occurs and the Board's Pressure Range agreement with Customer and/or another customer of the Board is alleged to have been breached. The approximate rate of flow by individual meter location used to establish the Pressure Range and Maximum Flow Rate is specified in Exhibit B. If a Pressure Problem occurs, the Parties shall meet to discuss the reasons for the Pressure Problem and develop and implement a mutually agreeable written corrective action plan within sixty calendar days of the Pressure Problem, or as otherwise agreed. The corrective action plan may require one or both of the following steps:
- A. The Board may require that Customer take all reasonable steps to reduce its consumption to the rate of flow established by the Maximum Flow Rate. Such steps may include water conservation measures, outdoor water use restrictions, water loss studies and remediation, and an internal system operation evaluation. In addition, the Board may require that Customer adjust its rate of flow at individual meters, including the establishment of a not-to-exceed flow rate for individual meters.

- B. The Parties may meet to negotiate a new Maximum Flow Rate. If so negotiated, Customer shall pay the rate associated with the new Maximum Flow Rate in the subsequent rate year.

If the Parties determine that a corrective action plan is not required and a subsequent Pressure Problem occurs, the Parties shall meet to develop and implement a mutually agreeable written corrective action plan within sixty calendar days of the subsequent Pressure Problem, or as otherwise agreed. Any corrective action plan required under this Section 5.08 shall include a timetable for resolution of the Pressure Problem. In the event the reason for the Pressure Problem is due to a Customer water main break, fire or meter calibration performed by DWSD, these events will be taken into consideration in determining (1) whether a corrective action plan is warranted and (2) the extent to which, if any, the steps specified above in this Section 5.08 should apply.

- 5.09 Board Costs for Corrective Action Plan. If at any time the Board is required under the terms of this Article 5 to develop and implement a corrective action plan and the plan involves incurring capital costs, the Board will determine whether the costs will be charged as a System cost or whether the cost will be borne by a specific customer or customers. If the Board determines that all or part of the costs should be borne by a specific customer or customers, the Board will seek a recommendation from the Technical Advisory Committee on the assessment of the costs.

- 5.10 Customer Costs for Corrective Action Plan. If at any time Customer is required under the terms of this Article 5 to develop and implement a corrective action plan, Customer shall be so informed in writing and Customer will pay all costs related to the corrective action plan.

6. Section 15.02 of the Contract is amended by deleting in its entirety the existing language and substituting the following language in its place:

No amendment to this Contract shall be effective and binding upon the Parties unless it expressly makes reference to this Contract, is in writing, is signed and acknowledged by duly authorized representatives of both Parties, and is approved by Customer's governing body and the Board.

7. Section 21.01 of the Contract is amended by deleting in its entirety the existing language and substituting the following language in its place:

The Board shall have the right to review and approve Customer's construction plans for Meter Facilities at new Water Distribution Points, water mains sized twenty-four inches and larger, pump stations, reservoirs, water towers, and any other construction that will cross, or be within close proximity to, or have influence upon the Board's infrastructure. The Board's approval of construction plans shall be timely and shall not be unreasonably withheld.

8. Section 22.01 of the Contract is amended by deleting in its entirety the existing language and substituting the following language in its place:

Prior to Customer's operation of any new or existing water storage facility, Customer shall seek the Board's written approval of the filling schedule ("Filling Schedule") of the storage facility. The Board may periodically require Customer to change or adjust a previously approved Filling Schedule. The Parties shall collaborate on devising a mutually beneficial Filling Schedule. If the Parties are unable to agree upon a Filling Schedule, the Board's determination of a Filling Schedule shall be final. All Filling Schedules shall be for a period of six consecutive hours. Customer shall at all times abide by the then-current Board approved Filling Schedule. The Board shall act promptly in approving Filling Schedule requests. Nothing in this Article 22 shall prevent Customer from operating its storage facility at any time, provided that any storage operation that falls outside of the approved Filling Schedule shall not be exempt from the terms of Article 5 herein.

9. Exhibit A of the Contract is amended by deleting in its entirety the existing First Amended Exhibit A and substituting the attached Second Amended Exhibit A in its place.
10. Exhibit B of the Contract is amended by deleting in its entirety the existing First Amended Exhibit B and substituting the attached Second Amended Exhibit B in its place.
11. With the exception of the provisions of the Contract specifically contained in this Amendment, all other terms, conditions and covenants contained in the Contract shall remain in full force and effect and as set forth in the Contract.
12. This Amendment to the Contract shall be effective and binding upon the Parties when it is signed and acknowledged by the duly authorized representatives of both Parties, and is approved by Customer's governing body and the Board.

(Signatures appear on next page)

In Witness Whereof, the City and Customer, by and through their duly authorized officers and representatives, have executed this Amendment.

City of Grosse Pointe Woods:

By: _____
Al Fincham
Its: City Administrator

City of Detroit:

By: _____
Sue F. McCormick
Its: Director, Water and Sewerage Department

APPROVED BY
GROSSE POINTE WOODS CITY COUNCIL ON:

Date

APPROVED BY DETROIT
BOARD OF WATER COMMISSIONERS ON:

Date

SECOND AMENDED EXHIBIT A

Customer's Water Distribution Points

This Exhibit contains the following information:

1. The corporate limits of Customer;
2. The agreed upon water Service Area of Customer which (a) may or may not be entirely within the corporate limits of Customer and (b) which may or may not include the entire area within the Customer's corporate limits;
3. The specific location of the Water Distribution Points, including any Board approved emergency connections;
4. The designation of appurtenances to be maintained by Customer and those to be maintained by the Board; and
5. A list of any closed meter locations.

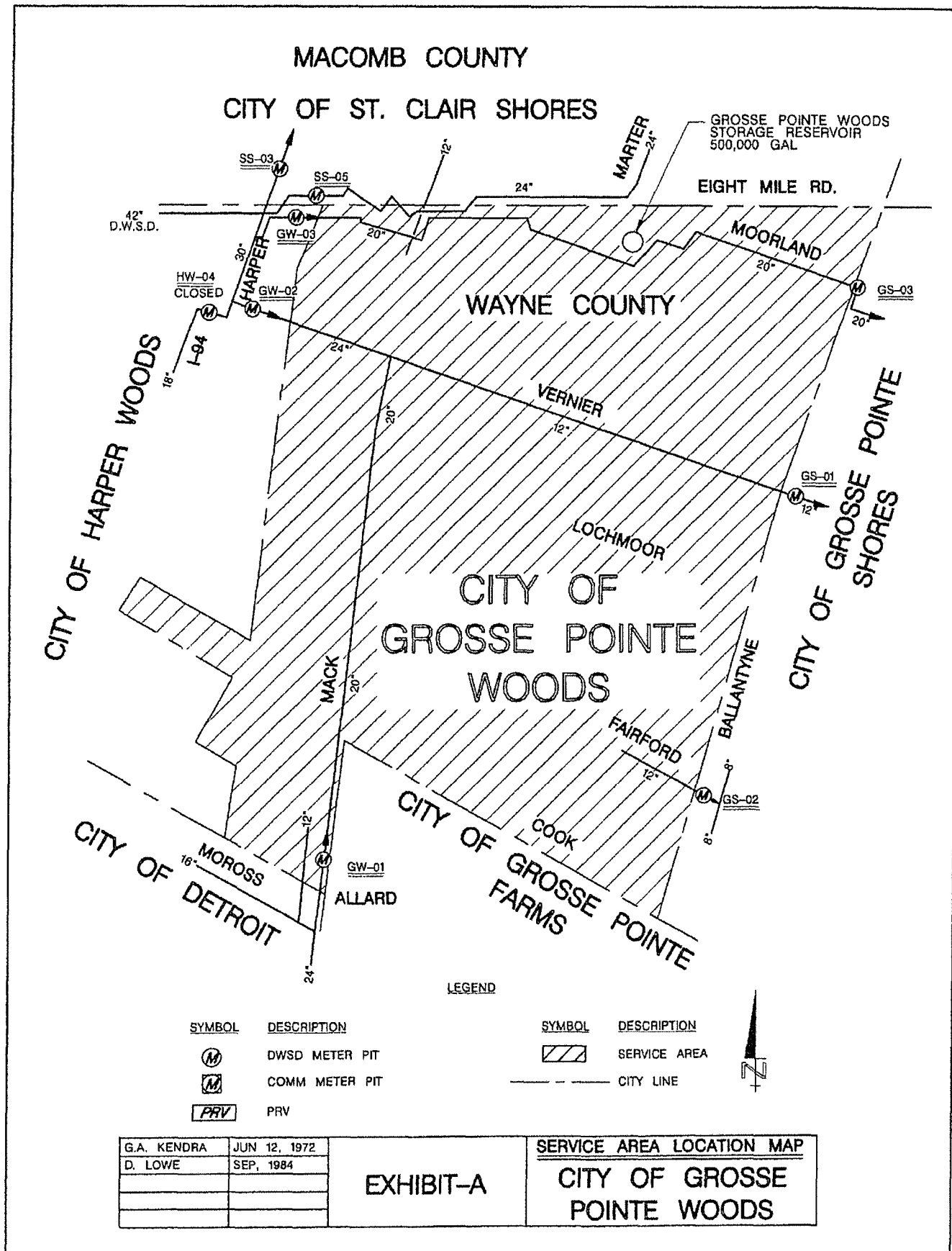


EXHIBIT A

Grosse Pointe Woods Emergency Connections:

None.

Grosse Pointe Woods Water Customers Outside Municipal Limits:

90 Lochmoor, Grosse Pointe Shores
90 Sunningdale, Grosse Pointe Shores
99 Sunningdale, Grosse Pointe Shores
90 Vernier, Grosse Pointe Shores
95 Vernier, Grosse Pointe Shores
83 Hawthorne, Grosse Pointe Shores

Grosse Pointe Woods Master Meters Not In Service:

None.

EXHIBIT-A
GW-01
MACK SOUTH OF ALLARD
CITY OF GROSSE POINTE WOODS

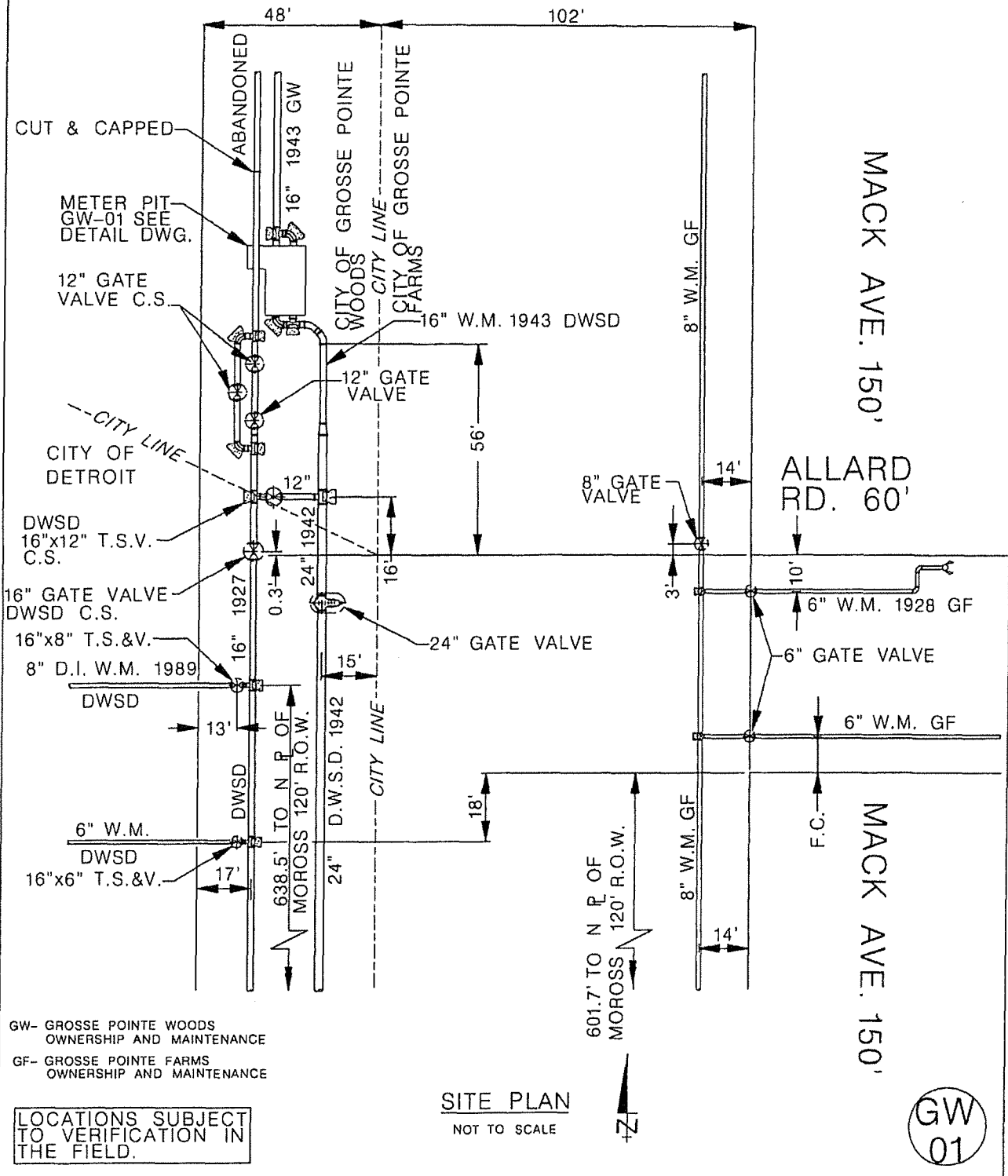
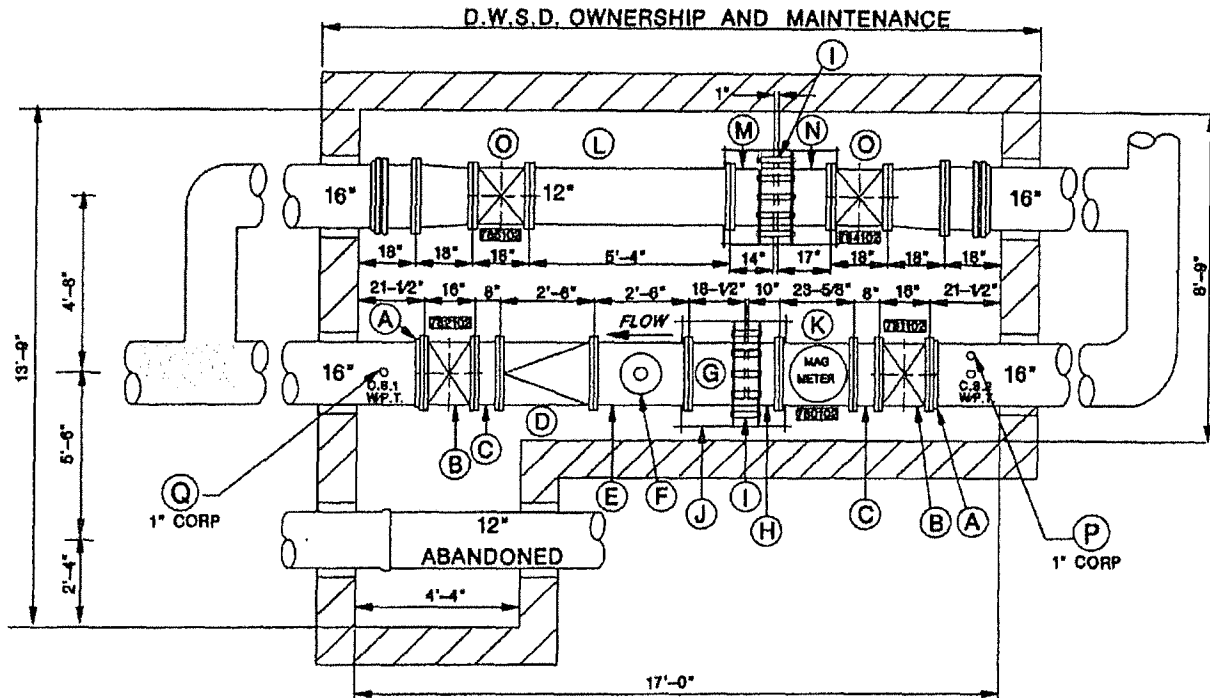


EXHIBIT-A
GW-01
MACK SOUTH OF ALLARD
CITY OF GROSSE POINTE WOODS



METER PIT DETAIL
 NOT TO SCALE

LEGEND			
TAG	QTY.	DESCRIPTION	SIZE
A	2	'MEGALUG' FLANGE ADAPTERS	16"
B	2	FLGD. GATE VALVES, RESILIENT SEAT, 16" F-F, 'A.F.C.'	16"
C	2	F-F PIPE, D.I.	16"x0'-8"
D	1	FLGD. CHECK VALVE, 30" F-F	16"
E	1	FLGD. TEST TEE, D.I., 16" C-F	16"x8"
F	1	TEST TEE ASSEMBLY w/3"x11" O.D. COMPANION FLANGE	--
G	1	F-PE PIPE, GADR, D.I.	16"x1'-6 V2"
H	1	F-PE PIPE, GADR, D.I.	16"x0'-10"
I	2	'DRESSER STYLE' PIPE COUPLING	16" & 12"
J	LOT	COUPLING RESTRAINT: [6] 42" LONG THRD. RODS, [12] EAR PLATES	1" DIA.

GROSSE POINTE WOODS
 OWNERSHIP AND MAINTENANCE

TYPICAL PRESSURE LOSS THRU METER	
METER TYPE	P.S.I. LOSS
VENTURI	1 TO 2
MAG	0
TURBINE	4 - 6

(P) -UPSTREAM PRESSURE TRANSMITTER, DWSD OWNERSHIP AND MAINTENANCE
 (Q) -DOWNSTREAM PRESSURE TRANSMITTER, DWSD OWNERSHIP AND MAINTENANCE

LEGEND			
TAG	QTY.	DESCRIPTION	SIZE
K	1	FLGD. MAGNETIC FLOWMETER, 23.625" F-F	16"
L	1	F-F PIPE, D.I.	12"x6'-4"
M	1	F-PE PIPE, GADR, D.I.	12"x1'-2"
N	1	F-PE PIPE, GADR, D.I.	12"x1'-5"
O	2	GATE VALVE (CLOSED)	12"

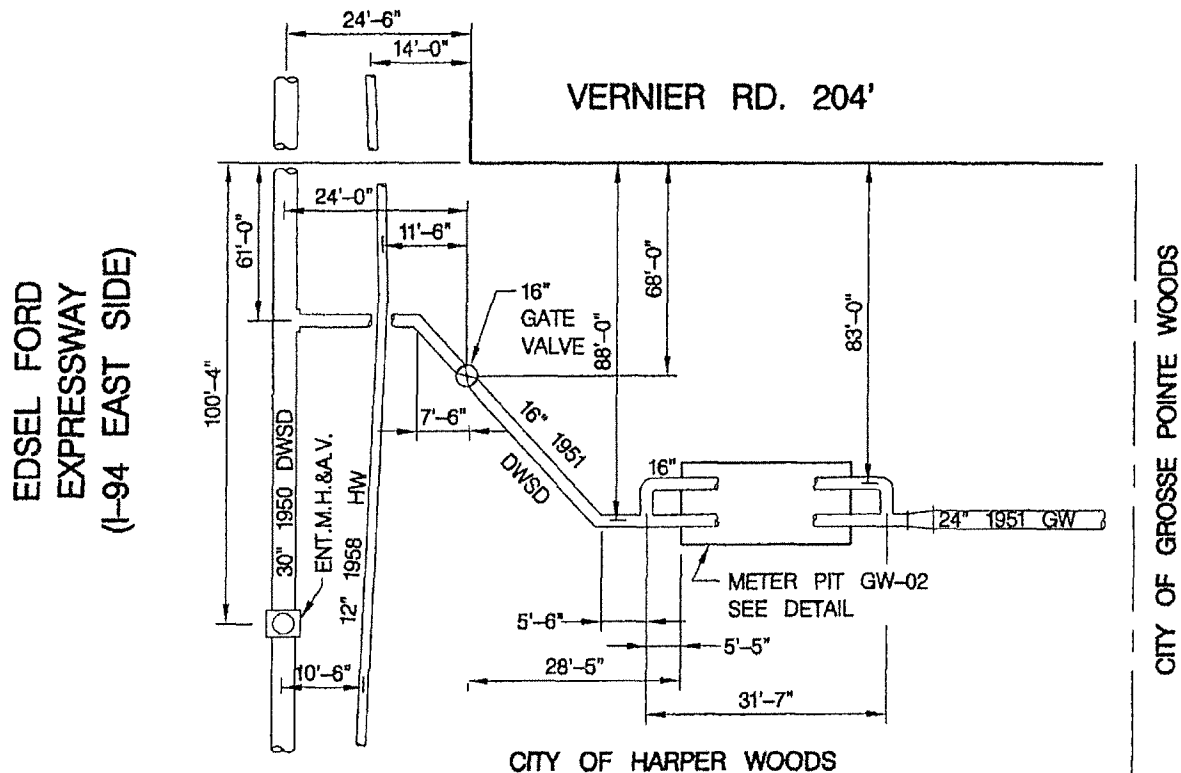
ADDRESS-----481 ALLARD
 FEED TO-----CITY OF GROSSE POINTE WOODS
 FEED FROM-----24" D.W.S.D. TRANS. MAIN
 TYPE OF METER-----ABB MAG
 SIZE OF METER-----16"
 METER NUMBER-----V39768/2/1
 DATE METER SET-----10/01/2000
 METER PIT CONST & SIZE-----17'-.25" X 13'-8.5" I.D. BRICK
 REMARKS-----UPDATED 11/03
 GATE BOOK-----E-913

GW
01

EXHIBIT-A

GW-02

VERNIER RD. AND EDESEL FORD EXPY. (I-94)
CITY OF GROSSE POINTE WOODS



GW- CITY OF GROSSE POINTE WOODS
OWNERSHIP AND MAINTENANCE

HW- CITY OF HARPER WOODS
OWNERSHIP AND MAINTENANCE

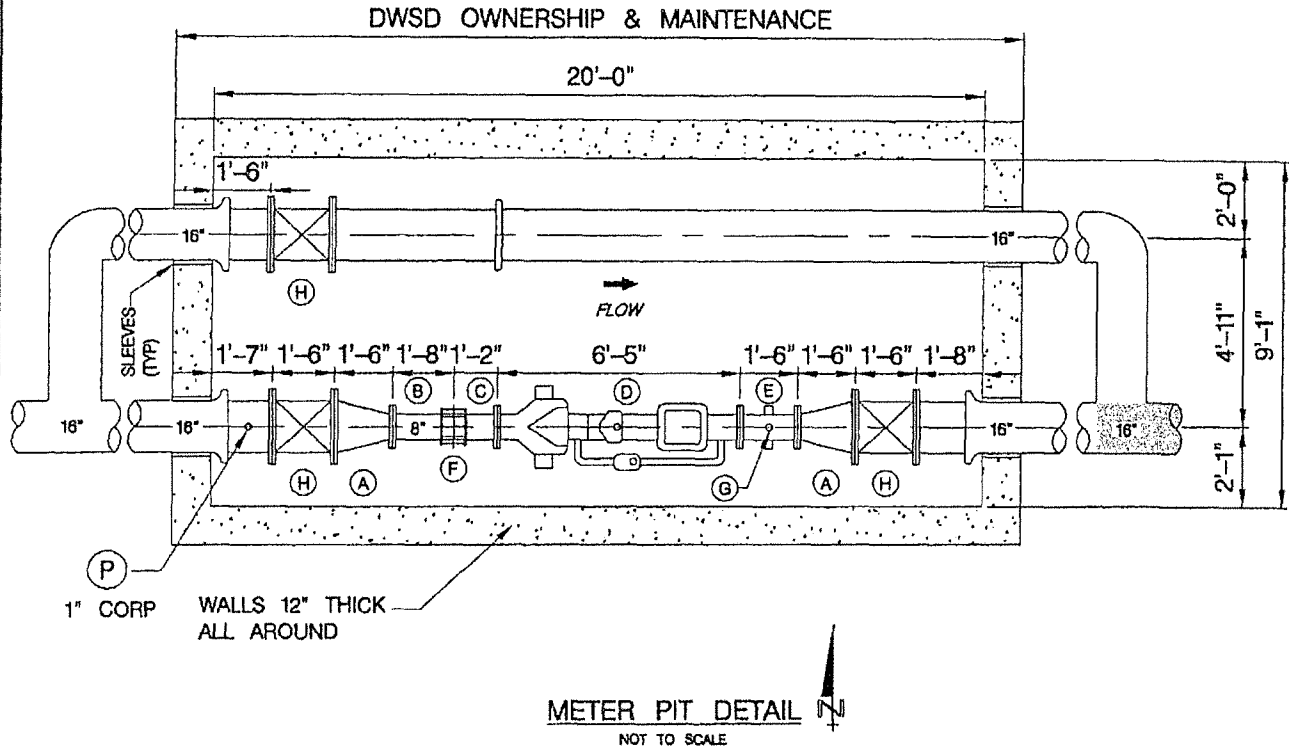
SITE PLAN
NOT TO SCALE



LOCATIONS SUBJECT TO
VERIFICATION IN THE FIELD.

GW
02

EXHIBIT-A
GW-02
VERNIER RD. AND EDELS FORD EXPY. (I-94)
CITY OF GROSSE POINTE WOODS



LEGEND		
TAG	QTY	DESCRIPTION
A	2	16" X 8" DUCTILE IRON CONCENTRIC REDUCER
B	1	8" X 20" FxPE DUCTILE IRON SPOOL PIECE
C	1	8" X 13.5" FxPE DUCTILE IRON SPOOL PIECE
D	1	8" SENSUS FIRELINE METER W/ U.L. STRAINER & 2" BYPASS
E	1	8" X 3" DUCTILE IRON TEE
F	1	8" DRESSER STYLE 38 COUPLING
G	1	3" TEST TEE ASSEMBLY (BY OTHERS)
H	3	16" GATE VALVE

GROSSE POINTE WOODS
 OWNERSHIP AND MAINTENANCE

TYPICAL PRESSURE LOSS THRU METER	
METER TYPE	P.S.I. LOSS
VENTURI	1 - 2
MAG	0
TURBINE	4 - 6

-UPSTREAM PRESSURE TRANSMITTER,
 DWSD OWNERSHIP AND MAINTENANCE

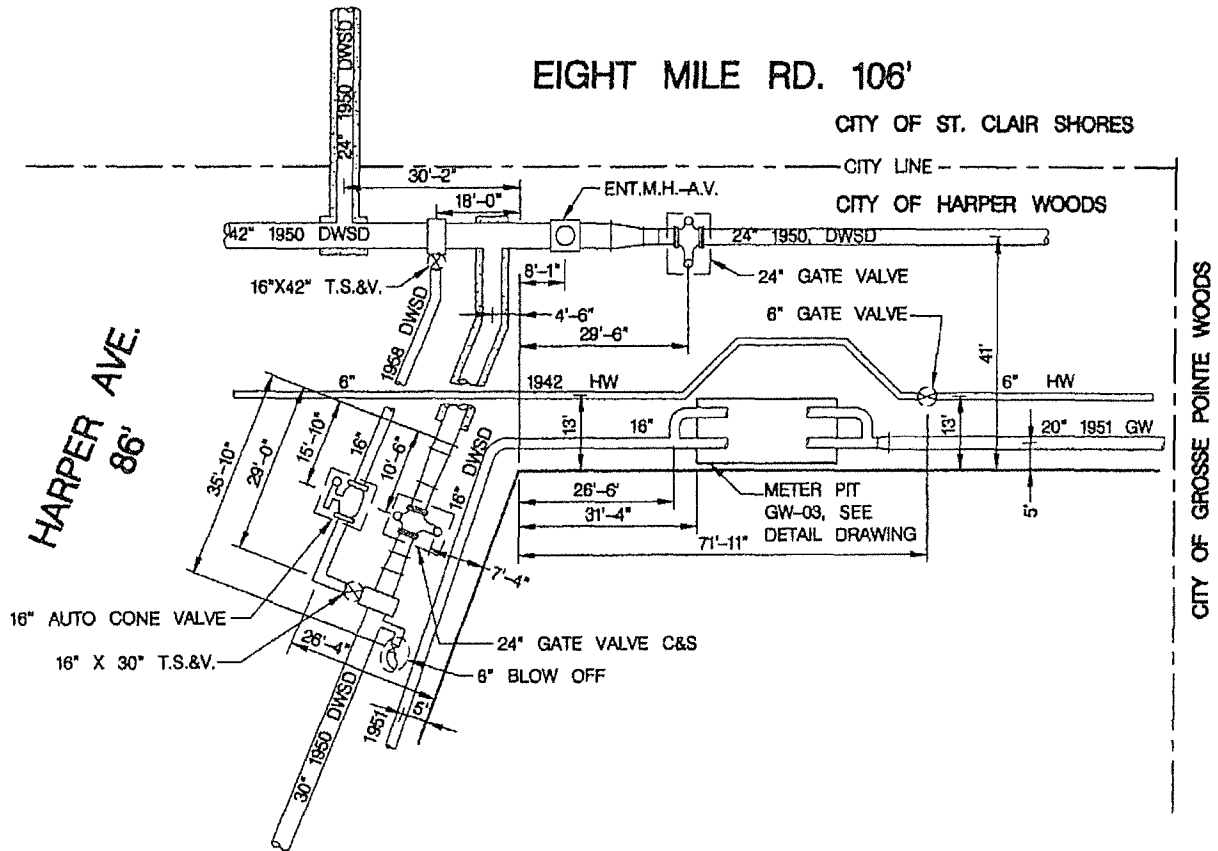
ADDRESS _____ 20829 VERNIER
 FEED TO _____ CITY OF GROSSE POINTE WOODS
 FEED FROM _____ CITY OF DETROIT
 TYPE OF METER _____ SENSUS TURBO
 SIZE OF METER _____ 8" X 2"
 METER NUMBER _____ 8") 1452363 & 2") 1449306
 DATE METER SET _____ 9/6/1995
 METER PIT CONST & SIZE _____ CONC. 20'-0" X 9'-1" I.D.
 GATE BOOK No _____ E-973
 REMARKS _____ UPDATED 1103

**GW
02**

EXHIBIT-A

GW-03

EIGHT MILE RD. AND HARPER CITY OF GROSSE POINTE WOODS



GW- CITY OF GROSSE POINTE WOODS
OWNERSHIP AND MAINTENANCE

HW- CITY OF HARPER WOODS
OWNERSHIP AND MAINTENANCE

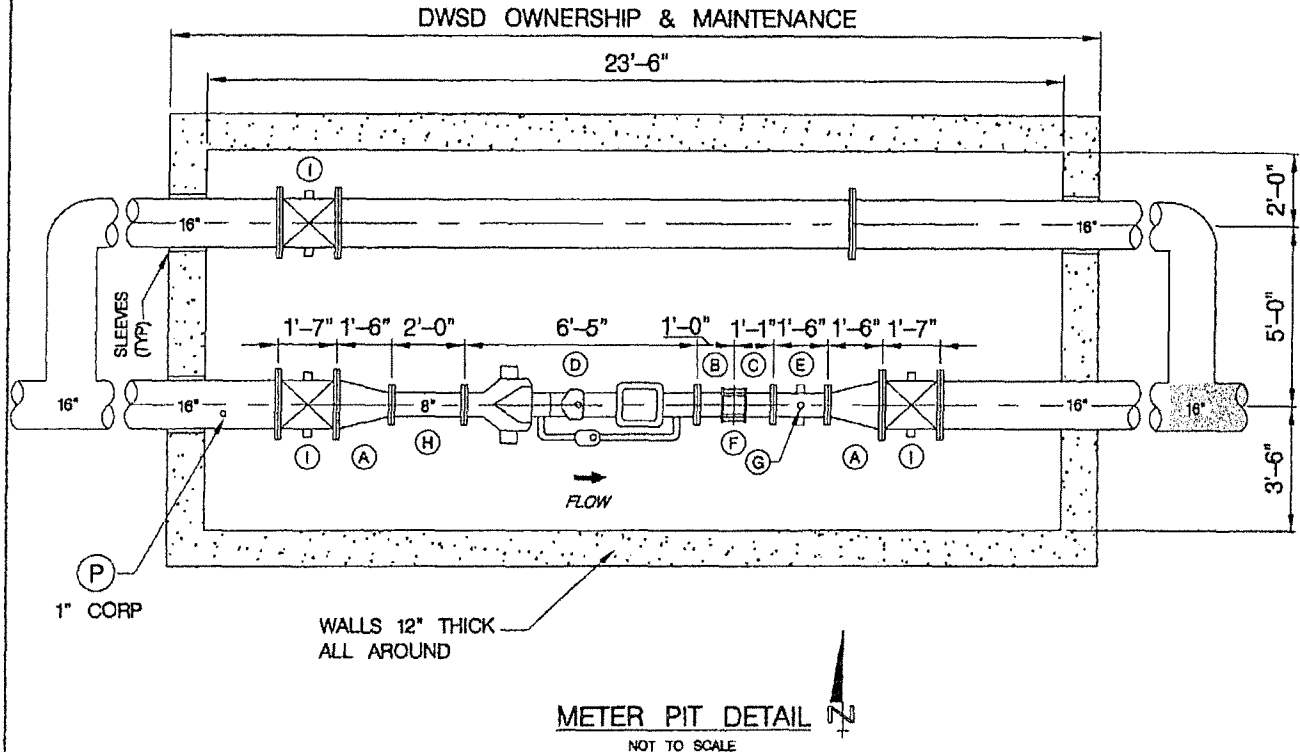
SITE PLAN
NOT TO SCALE




LOCATIONS SUBJECT TO
VERIFICATION IN THE FIELD.

**GW
03**

EXHIBIT-A
GW-03
EIGHT MILE RD. AND HARPER AVE.
CITY OF GROSSE POINTE WOODS



LEGEND		
TAG	QTY	DESCRIPTION
A	2	16" X 8" DUCTILE IRON CONCENTRIC REDUCER
B	1	8" X 12" FxPE DUCTILE IRON SPOOL PIECE
C	1	8" X 13" FxPE DUCTILE IRON SPOOL PIECE
D	1	8" SENSUS FIRELINE METER W/ U.L. STRAINER & 2" BYPASS
E	1	8" X 3" DUCTILE IRON TEE
F	1	8" DRESSER STYLE 38 COUPLING
G	1	3" TEST TEE ASSEMBLY (BY OTHERS)
H	1	8" X 24" FxP DUCTILE IRON SPOOL PIECE
I	3	16" GATE VALVE

 GROSSE POINTE WOODS OWNERSHIP AND MAINTENANCE

TYPICAL PRESSURE LOSS THRU METER	
METER TYPE	P.S.I. LOSS
VENTURI	1 - 2
MAG	0
TURBINE	4 - 6

 UPSTREAM PRESSURE TRANSMITTER, DWSD OWNERSHIP AND MAINTENANCE

ADDRESS _____ 20998 HARPER
 FEED TO _____ CITY OF GROSSE POINTE WOODS
 FEED FROM _____ CITY OF DETROIT
 TYPE OF METER _____ SENSUS TURBO
 SIZE OF METER _____ 8" X 2"
 METER NUMBER _____ 8") 1452872 & 2") 1449307
 DATE METER SET _____ 11/21/995
 METER PIT CONST & SIZE _____ CONC. 23'-6" X 10'-6" I.D.
 GATE BOOK No _____ E-971A
 REMARKS _____ UPDATED 11/03



SECOND AMENDED EXHIBIT B

Projected Annual Volume and Minimum Annual Volume (Table 1)
Pressure Range and Maximum Flow Rate (Table 2)
Flow Split Assumptions (Table 3)
Addresses for Notice (Table 4)

Table 1 and Table 2 set forth the agreed upon Projected Annual Volumes, Minimum Annual Volumes, Pressure Ranges and Maximum Flow Rates for the term of this Contract provided that figures in bold type face are immediately enforceable pursuant to the terms of Section 5.07 and italicized figures are contained for planning purposes only but will become effective absent the negotiated replacements anticipated in Section 5.07.

The approximate rate of flow by individual meter set forth in Table 3 is the assumption upon which the Pressure Range commitments established in Table 2 have been devised. Should Customer deviate from these assumptions at any meter(s), the Board may be unable to meet the stated Pressure Range commitments in this Contract or in the contract of another customer of the Board and Section 5.08 of this Contract may be invoked.

SECOND AMENDED EXHIBIT B

Table 1
Projected Annual Volume and Minimum Annual Volume

Fiscal Year Ending June 30	Projected Annual Volume (Mcf)	Minimum Annual Volume (Mcf)
2009	105,000	52,500
2010	105,000	52,500
2011	85,000	42,500
2012	85,000	42,500
2013	85,000	42,500
2014	85,000	42,500
2015	92,000	46,000
2016	92,000	46,000
2017	92,000	46,000
2018	92,000	46,000
2019	92,000	46,000
2020	92,000	46,000
2021	92,000	46,000
2022	92,000	46,000
2023	92,000	46,000
2024	92,000	46,000
2025	92,000	46,000
2026	92,000	46,000
2027	92,000	46,000
2028	92,000	46,000
2029	92,000	46,000
2030	92,000	46,000
2031	92,000	46,000
2032	92,000	46,000
2033	92,000	46,000
2034	92,000	46,000
2035	92,000	46,000
2036	92,000	46,000
2037	92,000	46,000
2038	92,000	46,000
2039	92,000	46,000

SECOND AMENDED EXHIBIT B

Table 2
Pressure Range and Maximum Flow Rate

Calendar Year	Pressure Range (psi)		Pressure Range (psi)		Pressure Range (psi)		Maximum Flow Rate (mgd)	
	Meter GW-01		Meter GW-02		Meter GW-03		Max Day	Peak Hour
	Min	Max	Min	Max	Min	Max		
2009	53	74	45	55	43	55	5.36	8.78
2010	53	74	45	55	43	55	5.36	7.07
2011	53	74	45	55	43	55	4.96	4.96
2012	53	74	45	55	43	55	4.96	4.96
2013	53	74	45	55	43	55	4.96	4.96
2014	53	74	45	55	43	55	4.96	4.96
2015	53	74	45	55	43	55	4.96	4.96
2016	53	74	45	55	43	55	4.96	4.96
2017	53	74	45	55	43	55	4.96	4.96
2018	53	74	45	55	43	55	4.96	4.96
2019	53	74	45	55	43	55	4.96	4.96
2020	53	74	45	55	43	55	4.96	4.96
2021	53	74	45	55	43	55	4.96	4.96
2022	53	74	45	55	43	55	4.96	4.96
2023	53	74	45	55	43	55	4.96	4.96
2024	53	74	45	55	43	55	4.96	4.96
2025	53	74	45	55	43	55	4.96	4.96
2026	53	74	45	55	43	55	4.96	4.96
2027	53	74	45	55	43	55	4.96	4.96
2028	53	74	45	55	43	55	4.96	4.96
2029	53	74	45	55	43	55	4.96	4.96
2030	53	74	45	55	43	55	4.96	4.96
2031	53	74	45	55	43	55	4.96	4.96
2032	53	74	45	55	43	55	4.96	4.96
2033	53	74	45	55	43	55	4.96	4.96
2034	53	74	45	55	43	55	4.96	4.96
2035	53	74	45	55	43	55	4.96	4.96
2036	53	74	45	55	43	55	4.96	4.96
2037	53	74	45	55	43	55	4.96	4.96
2038	53	74	45	55	43	55	4.96	4.96

SECOND AMENDED EXHIBIT B

Table 3
Flow Split Assumptions

Meter	Assumed Flow Split (2014-2018)
GW-01	70 – 100 %
GW-02	0 – 5 %
GW-03	0 – 30 %

Table 4
Addresses for Notice

If to the Board:	If to Customer:
Director Detroit Water and Sewerage Department 735 Randolph Detroit, Michigan 48226 Attention: General Counsel	City Administrator City of Grosse Pointe Woods 20025 Mack Plaza Grosse Pointe Woods, Michigan 48236 Cc: Director of Public Services