

## Agreement to Assign Wholesale Customer Water Service Contract

This Agreement to Assign Wholesale Customer Water Service Contract ("Agreement") is entered into by and between the City of Detroit Water and Sewerage Department, a Michigan municipal corporation ("Detroit"), and the Great Lakes Water Authority, a Michigan municipal authority and public body corporate created pursuant to Act 233 of 1955 ("GLWA"), and the City of Grosse Pointe Woods, a Michigan municipal corporation ("Customer") (collectively, the "Parties"), and states as follows:

### Recitals

A. Detroit and Customer entered into a water service contract dated July 21, 2009, as subsequently amended ("Contract"), which is fully incorporated by reference; and

B. On June 12, 2015, Detroit and the GLWA entered into a lease agreement whereby the GLWA was conveyed, amongst other items, a leasehold interest in all Detroit water facilities ("Water Lease Agreement"); and

C. Pursuant to Sections 4.1(a)(i), 4.1(d) and 4.4 of the Water Lease Agreement, Detroit has assigned and the GLWA has assumed all of Detroit's rights, duties, liabilities, responsibilities and obligations (collectively, "Rights and Obligations") under the Contract without any impairment to the Contract; and

D. Article III of the Water Lease Agreement provides that the effective date of the Water Lease Agreement is dependent upon the satisfaction of certain conditions precedent, including obtaining the consent of Customer to the assignment of its Contract to the GLWA as provided in Section 3.2(j); and

E. The Parties intend to achieve a novation of the Contract by the substitution of the GLWA for Detroit with respect to all rights and Obligations under the Contract; and

Accordingly, in consideration for Detroit's agreement to assign its Rights and Obligations under the Contract, and the GLWA's agreement to assume those Rights and Obligations, and the Customer's agreement to accept this substitution, the Parties agree as follows:

1. The GLWA shall be assigned Detroit's Rights and Obligations under the Contract as of the date upon which the conditions precedent to the Water Lease Agreement have been met, which date shall be the effective date of the novation and of this Agreement ("Effective Date"). All terms and conditions of this Agreement shall take effect only upon the Effective Date. In the event that the conditions precedent necessary to effectuate the Water Lease Agreement are not met, then this Agreement shall become null and void and shall have no legal effect.

2. The Rights and Obligations of Detroit under the Contract shall be extinguished and Detroit waives any claims and rights against the Customer that it now has or may have in the future in connection with the Contract and shall not be permitted to bring any such claims against Customer. Any claim brought in violation of this Agreement shall be controlled by the terms of the Water Lease Agreement.

3. The GLWA shall be bound by and perform the Contract in accordance with the terms and conditions of the Contract. The GLWA assumes all Rights and Obligations of, and all claims against, Detroit under the Contract as if the GLWA were the original party to the Contract. The GLWA ratifies all previous actions taken by Detroit with respect to the Contract, with the same force and effect as if the action had been taken by the GLWA.

4. The Customer recognizes the GLWA as Detroit's successor in interest in and to the Contract and that the GLWA is entitled to all rights, titles and interests of Detroit in and to the Contract as if the GLWA were the original party to the Contract.

5. All terms, conditions, and covenants of the Contract shall remain in full force and effect, and the GLWA shall fulfill all such terms, conditions and covenants.

6. This Agreement and all actions arising under it shall be governed by the law of the State of Michigan.

7. This Agreement may be executed and delivered in counterparts, including by facsimile transmission, each of which will be deemed an original.

In Witness Whereof, the Parties, by their duly authorized officers and representatives, indicate their concurrence with the terms and conditions of this Agreement:

**City of Detroit, Water and Sewerage Department:**

By: Sue F. McCormick  
Sue F. McCormick  
Its: Director

**Great Lakes Water Authority:**

By: Sue F. McCormick  
Sue F. McCormick  
Its: Interim Chief Executive Officer

APPROVED BY GLWA  
BOARD OF DIRECTORS ON:

6.12.15  
Date

**City of Grosse Pointe Woods:**

By: Al Fincham  
Al Fincham  
Its: City Administrator

APPROVED BY  
GROSSE POINTE WOODS CITY COUNCIL ON:

8-3-15  
Date

Approved for Signature

Charles T. Berschback  
Charles T. Berschback  
City Attorney

Date: Aug 3, 2015

Resolution Regarding Assignment Agreement With The City Of Detroit  
And The Great Lakes Water Authority

By Member: Koester :

Whereas, on September 9, 2014, a Memorandum of Understanding Regarding the Formation of the Great Lakes Water Authority was adopted by the City of Detroit, the State of Michigan and the counties of Wayne, Oakland and Macomb; and

Whereas, the Memorandum of Understanding required, among other things, that the City of Detroit and the counties of Wayne, Oakland and Macomb adopt Articles of Incorporation no later than October 10, 2014, and that the City of Detroit and the Great Lakes Water Authority execute a lease agreement regarding the operation and management of the Detroit water supply and sewage disposal systems; and

Whereas, on October 10, 2014, the City of Detroit and the counties of Wayne, Oakland and Macomb adopted the Articles of Incorporation of Great Lakes Water Authority; and

Whereas, on June 12, 2015, the City of Detroit and the Great Lakes Water Authority executed two 40-year lease agreements regarding (1) the operation and management of the Detroit water supply system ("Water Lease") and (2) the operation and management of the Detroit sewage disposal system; and

Whereas, Pursuant to Sections 4.1(a)(i), 4.1(d) and 4.4 of the Water Lease, the City of Detroit assigned and the Great Lakes Water Authority assumed all of Detroit's rights, duties, liabilities, responsibilities and obligations under the wholesale customer water contracts without any impairment to said contracts; and

Whereas, Article III of the Water Lease provides that the effective date of the Water Lease is dependent upon the satisfaction of certain conditions precedent, including obtaining the consent of the wholesale water customers to the assignment of their 30-year water service contracts to the Great Lakes Water Authority pursuant to Section 3.2(j) of the Water Lease; and

Whereas, pursuant to the Water Lease, and as provided in Article 13 of the Water Service Contract, the City of Detroit has presented an Agreement to Assign Wholesale Customer Water Service Contract between the City of Detroit Water and Sewerage Department, the Great Lakes Water Authority and this community for the assignment of the Water Service Contract with the City of Detroit Water and Sewerage Department to the Great Lakes Water Authority with a request for approval; and

Whereas, this Honorable Body finds it is in the best interests of this community to consent to the assignment of the Water Service Contract to the Great Lakes Water Authority;

NOW THEREFORE BE IT RESOLVED, that the attached Agreement to Assign Wholesale Customer Water Service Contract between the City of Detroit Water and Sewerage Department, the Great Lakes Water Authority, and City of Grosse Pointe Woods is approved; and

BE IT FURTHER RESOLVED, that a certified copy of this Resolution and the executed Agreement to Assign Wholesale Customer Water Service Contract be returned to the City of Detroit Water and Sewerage Department within seven (7) days of the date of this Resolution.

Adopted by Unanimously

Date: August 3, 2015



CITY OF DETROIT  
WATER AND SEWERAGE DEPARTMENT  
OFFICE OF THE GENERAL COUNSEL

735 RANDOLPH STREET  
DETROIT, MICHIGAN 48226-2830  
WWW.DETROITMI.GOV

RECEIVED

DEC 04 2015

December 1, 2015

CITY OF GROSSE PTE. WOODS

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

**Regarding: Agreement to Assign Wholesale Water Service Contract**

Dear Mr. Fincham:

Enclosed please find for your records an original Agreement to Assign Wholesale Water Service Contract between the City of Detroit, Water and Sewerage Department, the Great Lakes Water Authority and City of Grosse Pointe Woods.

Should you have any questions regarding this matter, please contact me at your convenience at (313) 964-9620.

Sincerely,

Laurie A. Koester  
Associate General Counsel

Attachment



COUNCIL CLIPPING  
08-03-15

Motion by Koester, seconded by Bryant, regarding **Consent to Assignment of Water Contract**, that the City Council approve the Agreement to Assign Wholesale Customer Water Service Contract authorizing the City Administrator to sign said Agreement; and adopt the Resolution Regarding Assignment Agreement with the City of Detroit and the Great Lakes Water Authority.

Motion carried by the following vote:

Yes: Bryant, Ketels, Koester, McConaghy, Novitke, Shetler  
No: None  
Absent: Granger

file  
DPW - JA  
Comptroller  
City Administrator

11B

RECEIVED  
JUL 28 2015  
CITY OF GROSSE PTE. WOODS

MEMO 15 - 26

TO: Alfred Fincham, City Administrator  
FROM: Joseph J Ahee, Director of Public Services *JA*  
DATE: July 28, 2015  
SUBJECT: Assignment of Water Contract to Great Lakes Water Authority

I have reviewed the documentation and concur with the assignment of the City's water contract from the Detroit Water and Sewerage Department (DWSD) to the Great Lakes Water Authority (GLWA).

If you have any questions concerning this matter please contact me.

c.c. Dee Ann Irby  
O/F

Recommended for Approval as Submitted:

*A. Fincham*  
\_\_\_\_\_  
Alfred Fincham, City Administrator

*7-28-15*  
\_\_\_\_\_  
Date

*DA Irby*  
\_\_\_\_\_  
Dee Ann Irby, City Treasurer/Comptroller

*7-28-15*  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Council Approval Required

CHARLES T. BERSCHBACK

ATTORNEY AT LAW

24053 EAST JEFFERSON AVENUE

ST. CLAIR SHORES, MICHIGAN 48080-1530

(586) 777-0400

FAX (586) 777-0430  
blbwlaw@yahoo.com

CHARLES T. BERSCHBACK

RECEIVED

JUL 28 2015

CITY OF GROSSE POINTE WOODS  
OF COUNSEL

July 27, 2015

The Honorable Mayor and City Council  
City of Grosse Pointe Woods  
20025 Mack Plaza  
Grosse Pointe Woods, MI 48236

RE: Great Lakes Water Authority

Dear Mayor and Council:

I met with Joe Ahee last week and reviewed the existing contracts we have with the City of Detroit Water Department and the request for consent to assign the water contract to the new Great Lakes Water Authority (GLWA). My review also included the Resolution regarding Assignment Agreement, the Agreement to Assign Wholesale Customer Water Service Contract. If the Council votes in favor of the Assignment, I would approve the form of the Agreement.

Very truly yours,



CHIP BERSCHBACK

CTB:nmg

cc: Skip Fincham  
Lisa Hathaway  
Joe Ahee  
Don Berschback



CITY OF DETROIT  
WATER AND SEWERAGE DEPARTMENT  
OFFICE OF THE DIRECTOR

735 RANDOLPH STREET  
DETROIT, MICHIGAN 48226  
WWW.DETROITMI.GOV

June 25, 2015

**RECEIVED**

**JUN 30 2015**

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

**CITY OF GROSSE PTE. WOODS**

Regarding: Request for Consent to Assignment of Water Contract

Dear Valued Water Customer:

I write to you today with exciting news about the future of your existing water service contract with the City of Detroit Water and Sewerage Department. On June 12, 2015, a historic agreement to lease the assets of the Detroit water supply and sewage disposal systems was reached between the City of Detroit and the Great Lakes Water Authority. Under the terms of the Regional Water Supply System Lease Agreement, the Great Lakes Water Authority has assumed responsibility for the operations of the Detroit-owned water system and will be the provider of future water service to our wholesale customers.

Rest assured that your community will continue to receive the high quality drinking water that you have come to rely on. However, as may be expected in such matters, certain actions must be taken by your community in order to assure that the Great Lakes Water Authority may legally continue to provide your water service. While the Regional Water Supply System Lease Agreement assigned all City of Detroit wholesale water service contracts to the Great Lakes Water Authority, Article 13 of your existing water service contract requires your written consent to this assignment. This letter is intended to serve as the City of Detroit's request to provide your community's consent to the assignment of its contract to the Great Lakes Water Authority. Aside from the change in service provider, the terms of your water service contract will not be changed by this assignment.

As you may imagine, the transition in operating responsibility from the Detroit Water and Sewerage Department to the Great Lakes Water Authority is on a "fast track" for completion and we need your help. Attached to this letter is an Agreement to Assign Wholesale Customer Water Service Contract between the City of Detroit Water and Sewerage Department, the Great Lakes Water Authority and your community, and a form of resolution approving the agreement; which resolution you may choose to utilize in your discretion. We have also attached a summary of both Lease Agreements for your use as background material. If you wish to consent to the assignment of your contract to the Great Lakes Water Authority, please have the attached Agreement to Assign Wholesale Customer Water Service Contract approved by your legislative body as soon as possible. The management and staff of the Detroit Water and Sewerage Department are willing and available to assist you in this process, including providing subject matter experts to meet with and discuss this matter with you and/or your legislative body, if you desire.

Please contact me at (313) 224-4701, or our contracted facilitator, Teresa Newman, at (248) 476-7577 with any questions you may have regarding this request. Finally, thank you for your continued cooperation and support as we move forward to implementing the Lease Agreements between the City of Detroit and the Great Lakes Water Authority.

Sincerely,

Sue F. McCormick  
Director, Detroit Water and Sewerage Department  
Interim CEO, Great Lakes Water Authority





## **City of Detroit-Great Lakes Water Authority Water & Sewer Leases & Service Agreement**

### **WATER AND SEWER FACILITIES LEASES:**

- GLWA to be conveyed (via a leasehold interest) all regional water and sewerage facilities.
- GLWA to be conveyed interest in all water and sewer system revenues including City of Detroit retail revenues.
- DWSD bonds to be assigned to GLWA and are payable solely from Net Revenues of the System, no full faith and credit pledge.
- GLWA revenue requirements that are targeted not to increase by more than 4 percent per year include \$50M lease payment, \$4.5M Water Residential Assistance Program payment and GLWA employee related frozen Pension Obligation as expenses shared regionally (on a “common-to-all” basis).
  - Per an independent study conducted by Plante & Moran the 4-percent revenue increase cap is sufficient to support these payments and provide funds for “common-to-all” revenue-financed capital.
- The \$50M lease payment may only be used, at City’s discretion, to pay for Detroit local capital improvements or Detroit’s debt service obligations for bonds issued to pay for local or regional improvements.
- A budget stabilization fund to be created and funds set aside from Detroit retail revenues to ensure Detroit meets its customer collection responsibilities.
- GLWA to be assigned existing wholesale service contracts (subject to any required customer approvals not to be unreasonably withheld), vendor contracts, and labor contracts. GLWA is a successor employer.

### **WATER AND SEWER SERVICES AGREEMENT:**

- City of Detroit is delegated, as Authority’s agent, responsibility for setting retail rates, billing, collection and enforcement. Revocable by Authority in event of failure to satisfy requirements.



- Authority to establish two-year budget (periodically adjusted) and require quarterly financial reporting on Detroit retail performance with a Reconciliation Committee to address significant budget to actual variances, if necessary.
- Recent changes in the rate-setting policies of DWSD have provided additional assurances that wholesale and Detroit retail revenues will be realized.

\*Leases become effective with the completion of conditions precedent including bondholder consents, contract assignments, permit transfers, Master Bond Ordinance, etc.



CC Bureau Hathaway  
Seidel  
Inwood  
✓ 18

**Laurie Koester**

Associate General Counsel  
735 Randolph Street, Suite 1900  
Detroit, Michigan 48226  
Phone: 313-964-9620

January 15, 2019

Bruce J. Smith, City Administrator  
City of Grosse Pointe Woods  
20025 Mack Plaza  
Grosse Pointe Woods, MI 48236

**Regarding: Amendment No. 3 to Water Service Contract Between  
Great Lakes Water Authority and City of Grosse Pointe Woods**

Dear Mr. Smith:

Enclosed please find for your records an original Amendment No. 3 Water Service Contract between the Great Lakes Water Authority and the City of Grosse Pointe Woods.

Should you have any questions regarding this matter, please contact me at your convenience.

Sincerely,

Laurie A. Koester  
Associate General Counsel

Enclosure

Cc: Director of Public Services, letter only

CC: Belknap  
Siedel  
Lockwood

**AMENDMENT NO. 3 TO WATER SERVICE CONTRACT  
BETWEEN  
GREAT LAKES WATER AUTHORITY  
AND  
CITY OF GROSSE POINTE WOODS**

This Amendment Agreement No. 3 ("Amendment") is made between the Great Lakes Water Authority, a municipal authority and public body corporate ("GLWA"), and the City of Grosse Pointe Woods, a municipal corporation ("Customer"). GLWA and Customer are collectively referred to as the "Parties".

**RECITALS**

- a. GLWA leases, operates and maintains the public water supply system owned by the City of Detroit ("System"); and
- b. 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 assigned; and
- c. Article 15 of the Contract permits the Parties to amend the Contract by mutual agreement; and
- d. Through the One Water Partnership, GLWA customer members requested that GLWA undertake an effort to place all customers on the same periodic contract review schedule ("Reopener Schedule") to assist in reducing, as much as practicable, volatility in customer charges; and
- e. GLWA agreed to devise a contract alignment process ("CAP") which would result in all model contracts being reopened on a four-year schedule beginning in calendar year 2022 and every four years thereafter; and
- f. The CAP requires that, regardless of Customer's current Reopener Schedule, that Customer's Contract be amended in calendar year 2018; and
- g. In consideration of the mutual undertakings of the Parties and for the benefit of the public, 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 5.07 of the Contract is deleted in its entirety and replaced with the following:

5.07 Periodic Review and Reopener. For Customer and System planning purposes and, regarding the Minimum Annual Volume, enforcement of the provisions of Article 3, Maximum Flow Rates, Pressure Ranges, Projected Annual Volumes and Minimum Annual Volumes (collectively, "Values") shall be established by mutual agreement for the Contract Term. As of calendar year 2018, the Parties shall review the Values in calendar year 2022 and every four years thereafter for the Contract Term and any renewal terms (each review year a "Reopener Year", and collectively the Reopener Years comprising the "Reopener

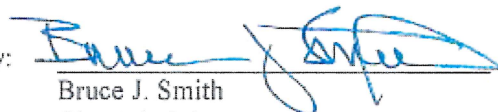
Schedule"). However, if Customer executes the Contract more than two years before the next Reopener Year, then the Reopener Schedule set forth in bold type in Exhibit B, Table 2, shall be modified and shown to permit one additional Reopener Year prior to the next Reopener Year in the Reopener Schedule. The Values shall be contractually binding between each Reopener Year. If the Parties do not negotiate Values according to the Reopener Schedule, then the Values established for planning purposes (as shown in italicized type in Exhibit B) shall become contractually binding until the next Reopener Year.

2. Exhibit A of the Contract is amended by deleting in its entirety the existing Exhibit A and substituting the attached Exhibit A in its place.
3. Exhibit B of the Contract is amended by deleting in its entirety the existing Exhibit B and substituting the attached Exhibit B in its place.
4. 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.
5. 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 GLWA Board of Directors.

*(Signatures appear on next page)*

Accordingly, GLWA and Customer, by and through their duly authorized officers and representatives, have executed this Amendment.

**City of Grosse Pointe Woods:**

By:   
Bruce J. Smith  
City Administrator

APPROVED BY  
GROSSE POINTE WOODS CITY COUNCIL ON:

December 17, 2018

\_\_\_\_\_  
Date

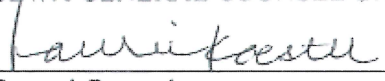
**Great Lakes Water Authority:**

By:   
Sue F. McCormick  
Chief Executive Officer

APPROVED BY  
GLWA BOARD OF DIRECTORS ON:

1-9-2019  
Date

APPROVED AS TO FORM BY  
GLWA GENERAL COUNSEL ON:

 1-14-19  
General Counsel Date

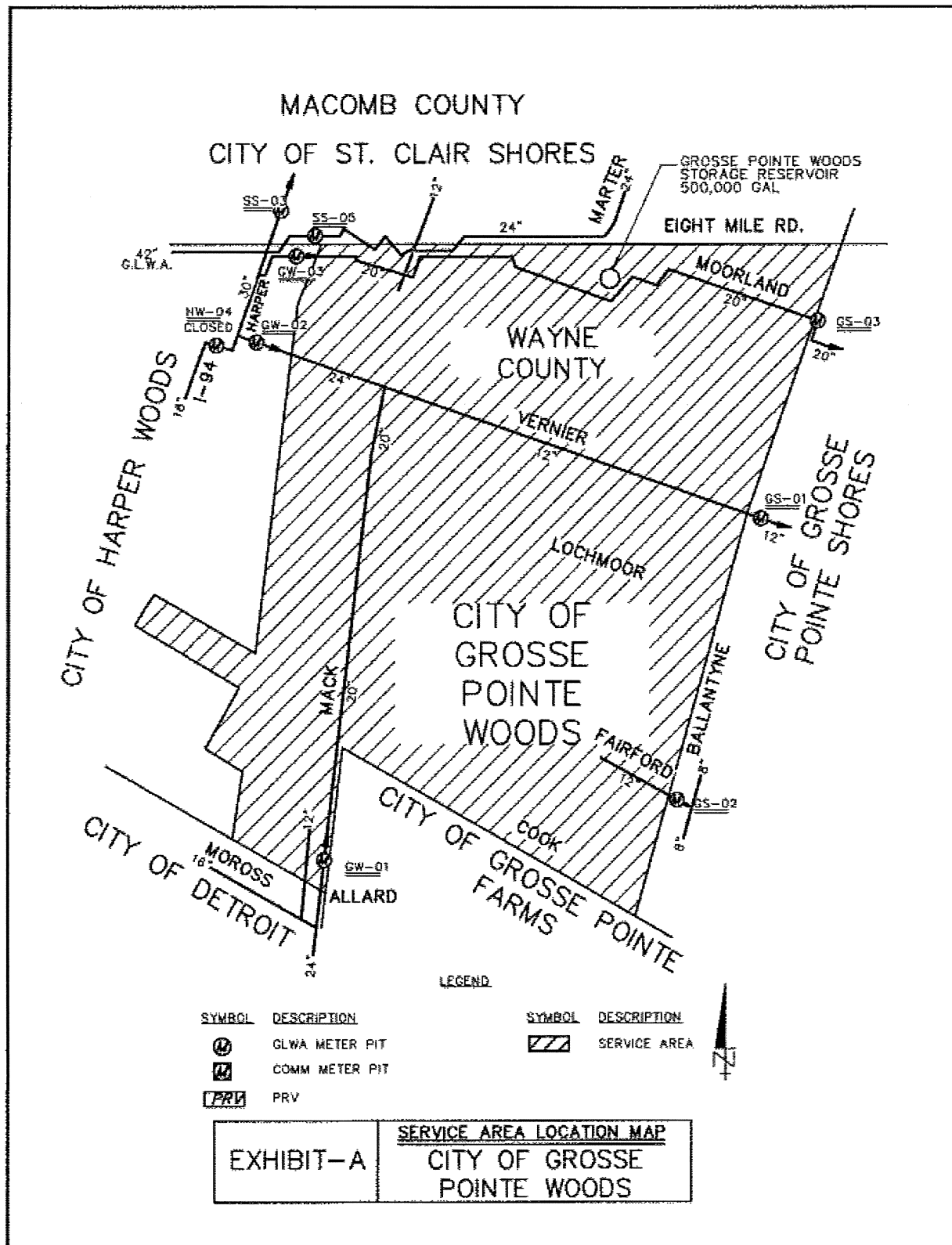


## EXHIBIT A

### 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.

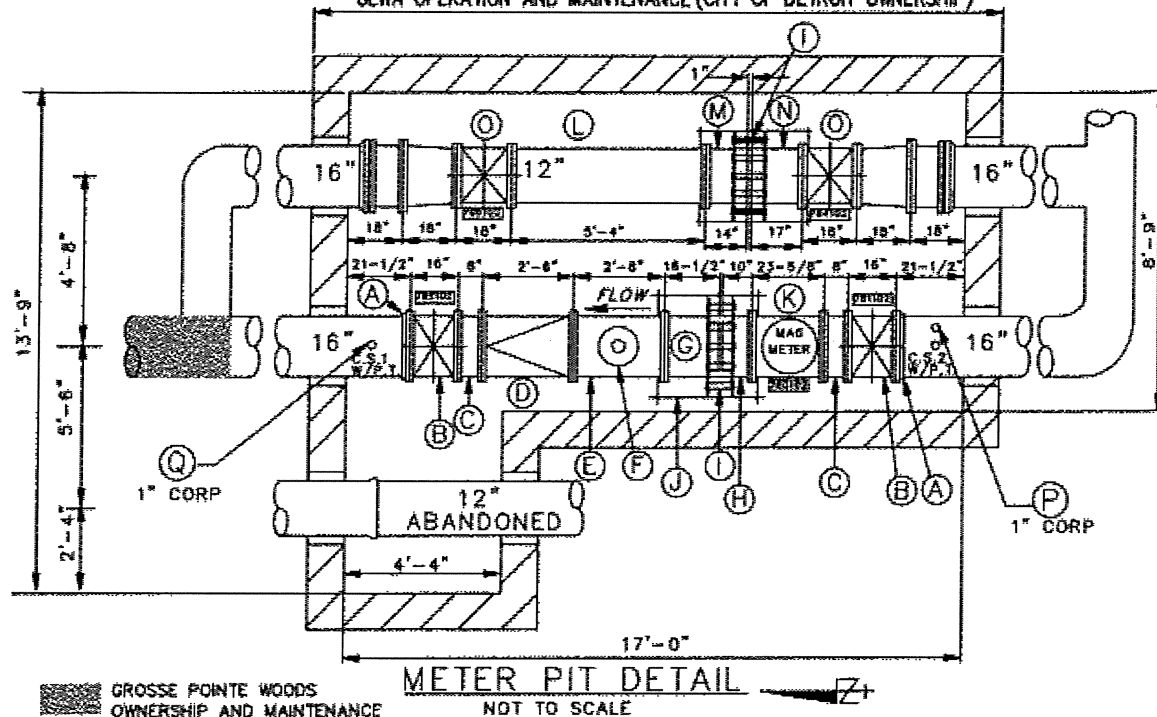
MACK SOUTH OF ALLARD  
CITY OF GROSSE POINTE WOODS



LOCATIONS SUBJECT  
TO VERIFICATION IN  
THE FIELD.



**EXHIBIT-A**  
**GW-01**  
**MACK SOUTH OF ALLARD**  
**CITY OF GROSSE POINTE WOODS**  
**GLWA OPERATION AND MAINTENANCE (CITY OF DETROIT OWNERSHIP)**



**GROSSE POINTE WOODS**  
**OWNERSHIP AND MAINTENANCE**

**METER PIT DETAIL**  
**NOT TO SCALE**

Ⓟ UPSTREAM PRESSURE TRANSMITTER,  
 G.L.W.A. OPERATION & MAINTENANCE  
 (CITY OF DETROIT OWNERSHIP)  
 Ⓡ DOWNSTREAM PRESSURE TRANSMITTER,  
 G.L.W.A. OPERATION & MAINTENANCE  
 (CITY OF DETROIT OWNERSHIP)

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., 15" C-F	16"x6"
F	1	TEST TEE ASSEMBLY w/3"x11" O.D. COMPANION FLANGE	-
G	1	F-PE PIPE, GADR, D.I.	18"x1'-8 1/2"
H	1	F-PE PIPE, GADR, D.I.	16"x0'-10"
I	2	'DRESSER STYLE' PIPE COUPLING	16" & 12"
J	LOT	COUPLING RESTRAINT: [8] 42" LONG THRD. RODS, [12] EAR PLATES	1" DIA.

TYPICAL PRESSURE LOSS THRU METER	
METER TYPE	P.S.I. LOSS
VENTURI	1 TO 2
MAG	0
TURBINE	4 - 8

LEGEND			
TAG	QTY	DESCRIPTION	SIZE
K	1	FLGD. MAGNETIC FLOWMETER, 23.625" F-F	16"
L	1	F-F PIPE, D.I.	12"x5'-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"

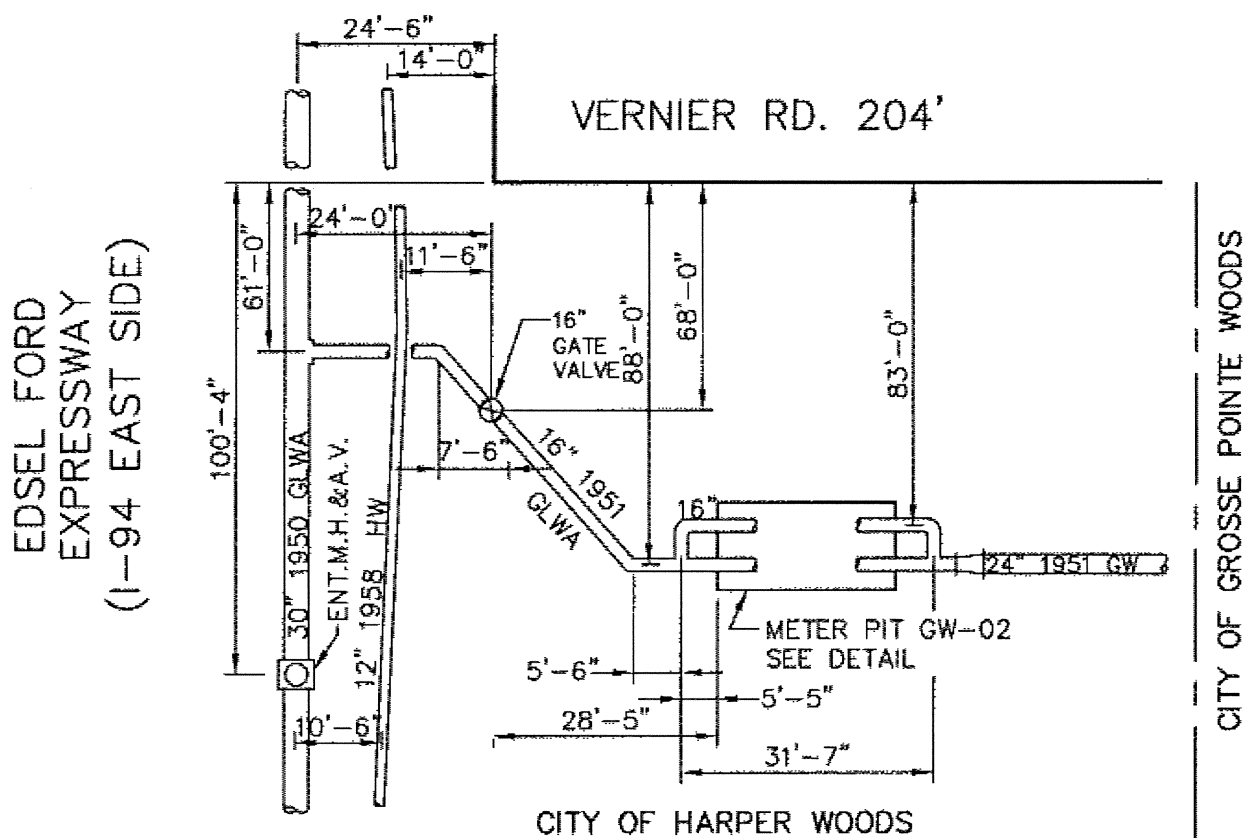
ADDRESS \_\_\_\_\_ 481 ALLARD  
 FEED TO \_\_\_\_\_ CITY OF GROSSE POINTE WOODS  
 FEED FROM \_\_\_\_\_ 24" G.L.W.A. TRANS. MAIN  
 TYPE OF METER \_\_\_\_\_ SIEMENS MAG 5100W  
 SIZE OF METER \_\_\_\_\_ 16"  
 METER NUMBER \_\_\_\_\_ 582603U066  
 DATE METER SET \_\_\_\_\_ AUGUST 12, 2018  
 METER PIT 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 EDELS 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

GLWA - GREAT LAKES WATER AUTHORITY  
OPERATION AND MAINTENANCE  
(CITY OF DETROIT OWNERSHIP)

LOCATIONS SUBJECT TO  
VERIFICATION IN THE FIELD.

SITE PLAN  
NOT TO SCALE



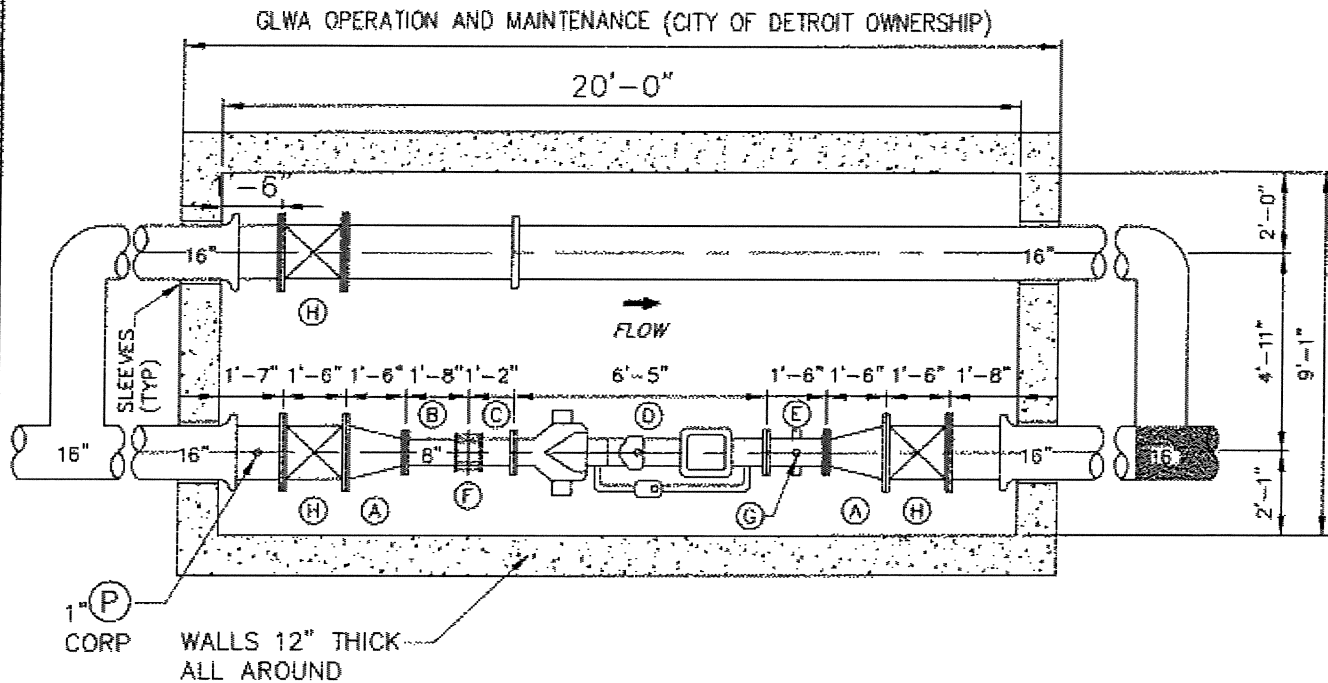
GW  
02

# EXHIBIT-A

## GW-02

### VERNIER RD. AND EDSEL FORD EXPY. (I-94)

### CITY OF GROSSE POINTE WOODS



**METER PIT DETAIL**  
NOT TO SCALE



GROSSE POINTE WOODS  
OWNERSHIP AND MAINTENANCE

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 3B COUPLING
G	1	3" TEST TEE ASSEMBLY (BY OTHERS)
H	3	16" GATE VALVE

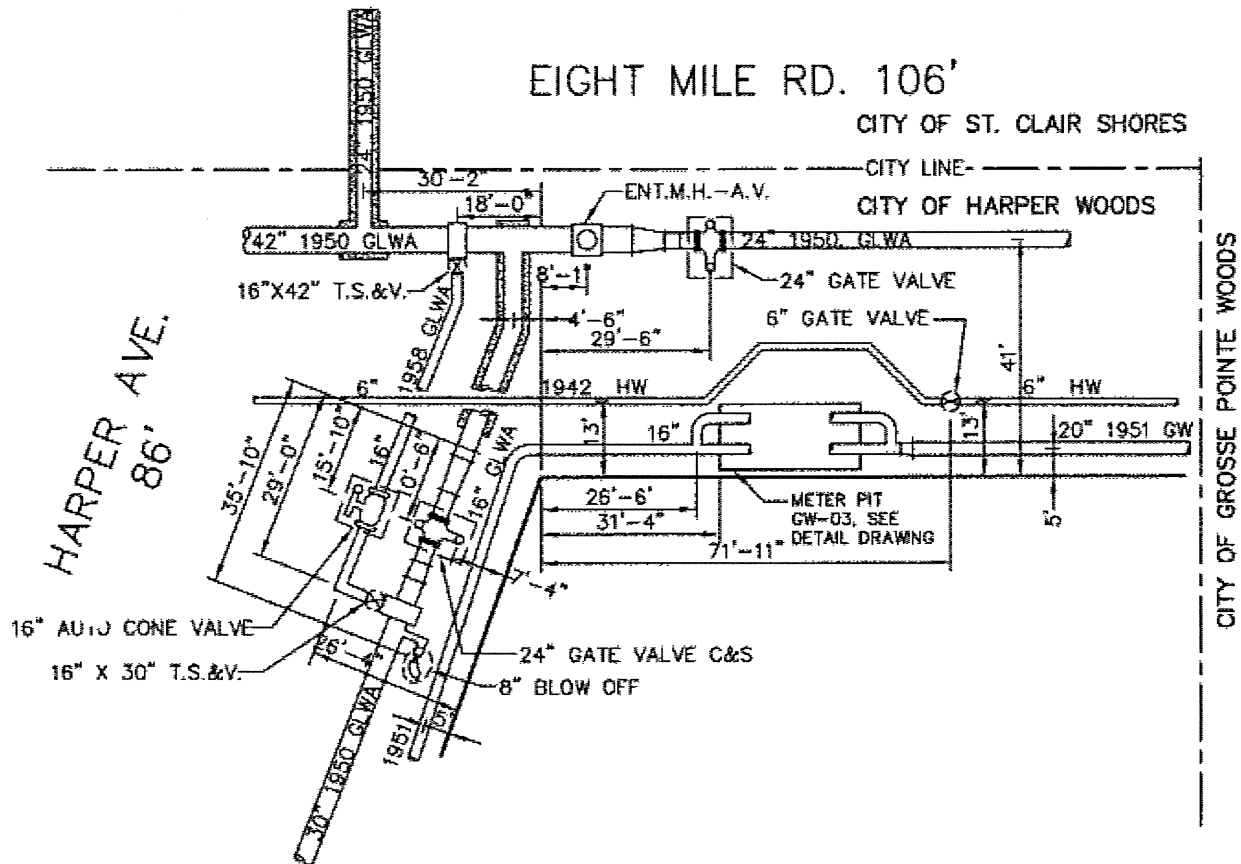
TYPICAL PRESSURE LOSS THRU METER	
METER TYPE	P.S.I. LOSS
VENTURI	1 - 2
MAG	0
TURBINE	4 - 6

Ⓟ-UPSTREAM PRESSURE TRANSMITTER,  
G.L.W.A. OPERATION & MAINTENANCE  
(CITY OF DETROIT OWNERSHIP)

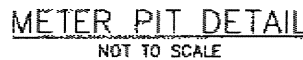
ADDRESS \_\_\_\_\_ 20829 VERNIER  
FEED TO \_\_\_\_\_ CITY OF GROSSE POINTE WOODS  
FEED FROM \_\_\_\_\_ G.L.W.A.  
TYPE OF METER \_\_\_\_\_ SENSUS TURBO  
SIZE OF METER \_\_\_\_\_ 8" X 2"  
METER NUMBER \_\_\_\_\_ 8") 1452363 & 2") 1449306  
DATE METER SET \_\_\_\_\_ 9/16/1995  
METER PIT CONST & SIZE \_\_\_\_\_ CONC. 20'-0" X 9'-1" I.D.  
GATE BOOK No. \_\_\_\_\_ E-973  
REMARKS \_\_\_\_\_ UPDATED 11/03

GW  
02

EIGHT MILE RD. AND HARPER  
CITY OF GROSSE POINTE WOODS



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" FxPE DUCTILE IRON SPOOL PIECE
I	3	16" GATE VALVE

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

⑨-UPSTREAM PRESSURE TRANSMITTER,  
G.L.W.A. OPERATION & MAINTENANCE  
(CITY OF DETROIT OWNERSHIP)

ADDRESS	20998 HARPER
FEED TO	CITY OF GROSSE POINTE WOODS
FEED FROM	G.L.W.A.
TYPE OF METER	SENSUS TURBO
SIZE OF METER	8" X 2"
METER NUMBER	8") 1452872 & 2") 1449307
DATE METER SET	11/21/1995
METER PIT CONST & SIZE	CONC. 23'-6" X 10'-6" I.D.
GATE BOOK No	E-971A
REMARKS	UPDATED 11/03



## 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.



## 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
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2036	80,000	40,000
2037	80,000	40,000
2038	80,000	40,000
2039	80,000	40,000

# EXHIBIT B

Table 2  
Pressure Range and Maximum Flow Rate

Calendar Year (Reopener Schedule in bold type)	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	3.98	4.84
2020	53	74	45	55	43	55	3.98	4.84
2021	53	74	45	55	43	55	3.98	4.84
2022	53	74	45	55	43	55	3.98	4.84
2023	53	74	45	55	43	55	3.98	4.84
2024	53	74	45	55	43	55	3.98	4.84
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2029	53	74	45	55	43	55	3.98	4.84
2030	53	74	45	55	43	55	3.98	4.84
2031	53	74	45	55	43	55	3.98	4.84
2032	53	74	45	55	43	55	3.98	4.84
2033	53	74	45	55	43	55	3.98	4.84
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EXHIBIT B

Table 3  
Flow Split Assumptions

Meter	Assumed Flow Split (2019-2022)
GW-01	90 – 100 %
GW-02	0 – 5 %
GW-03	0 – 10 %

Table 4  
Addresses for Notice

If to the Board:	If to Customer:
General Counsel Great Lakes Water Authority 735 Randolph, Suite 1901 Detroit, Michigan 48226	City Administrator City of Grosse Pointe Woods 20025 Mack Plaza Grosse Pointe Woods, Michigan 48236  Cc: Director of Public Services



## CITY OF GROSSE POINTE WOODS

20025 Mack Plaza Drive  
Grosse Pointe Woods, Michigan 48236-2397

At the Regular Meeting of the City of Grosse Pointe Woods City Council, Wayne County, Michigan, held on Monday, the 17<sup>th</sup> day of December 2018, Called to Order by Mayor Pro-Tem Arthur W. Bryant at 7:06 P.M. the following resolution was proposed:

Motion by Council Member George McMullen, Jr.  
Supported by Council Member Richard Shetler, Jr.

RESOLVED, to authorize the City Administrator to sign Amendment #3 to the Water Service Contract between the City of Grosse Pointe Woods and the Great Lakes Water Authority (GLWA).

Ayes: Mayor Pro-Tem Bryant, Council Member Granger, Council Member McMullen,  
Council Member Shetler  
Nays: None  
Absent: Mayor Robert E. Novitke, Council Member Koester, Council Member McConaghy

MOTION ADOPTED (12-17-2018)

### CERTIFICATION

I, Paul Antolin, Deputy City Clerk of the City of Grosse Pointe Woods, County of Wayne, State of Michigan, do hereby certify that the foregoing is a true and correct copy of the Resolution adopted by the Grosse Pointe Woods City Council at the Regular Meeting held on Monday, the 17<sup>th</sup> day of December 2018, I further certify that the foregoing meeting was posted per the requirements of Public Acts 267 of 1976 (MCL 15.261 et. seq), Act 116 of 1954 (168.1 et. seq.)



  
Paul Antolin  
Deputy City Clerk



**Board of Directors**  
735 Randolph Street, Suite 1900  
Detroit, Michigan 48226  
(313) 224-4785

## **Great Lakes Water Authority Board of Directors**

### **General Certification**

---

The undersigned hereby certifies that (i) the Resolution **2018-1082** regarding **"Proposed Amendment No. 3 to Water Service Contract with City of Grosse Pointe Woods"** attached hereto is a true and complete copy of the Resolution duly passed by the Great Lakes Water Authority Board of Directors at a meeting held on January 9, 2019 at which meeting a quorum was present and remained throughout, (ii) the original thereof is on file in the records of the Great Lakes Water Authority Board of Directors, (iii) the meeting was conducted, and public notice thereof was given, pursuant to and in full compliance with the Open Meetings Act (Act No. 267, Public Acts of Michigan, 1976, as amended) and (iv) Minutes of such meeting were kept and will be or have been made available as required thereby.


YES: Brian Baker, Abe A. Munfakh, Gary A. Brown, Freman Hendrix, and  
Craig A. Hupy

NO: None

ABSTAIN: None

EXCUSED: Robert J. Daddow

Dated: January 9, 2019

  
By: Rechanda L. Willis  
Title: Executive Board Assistant

File 00: AEW  
FS.  
SM 18

**AMENDMENT NO. 4 TO WATER SERVICE CONTRACT  
BETWEEN  
GREAT LAKES WATER AUTHORITY  
AND  
CITY OF GROSSE POINTE WOODS**

This Amendment Agreement No. 4 ("Amendment") is made between the Great Lakes Water Authority, a municipal authority and public body corporate ("GLWA"), and the City of Grosse Pointe Woods, a municipal corporation ("Customer"). GLWA and Customer are collectively referred to as the "Parties".

**RECITALS**

- a. GLWA leases, operates and maintains the public water supply system owned by the City of Detroit ("System"); and
- b. 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 assigned; and
- c. Article 15 of the Contract permits the Parties to amend the Contract by mutual agreement; and
- d. Customer presented circumstances appropriate to justify an amendment to the Contract Maximum Flow Rate prior to its next scheduled reopening; and
- e. In consideration of the mutual undertakings of the Parties and for the benefit of the public, 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. Exhibit B of the Contract is amended by deleting in its entirety the existing Exhibit B and substituting the attached and amended Exhibit B in its place.
2. 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.
3. 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 GLWA Board of Directors.


*(Signatures appear on next page)*



Accordingly, GLWA and Customer, by and through their duly authorized officers and representatives, have executed this Amendment.

**City of Grosse Pointe Woods:**


By:   
Bruce J. Smith  
City Administrator

Approved for Signature  
  
Charles T. Berschback  
City Attorney  
Date: 11-8-2020

APPROVED BY  
GROSSE POINTE WOODS CITY COUNCIL ON:

December 7, 2020  
Date

**Great Lakes Water Authority:**

By:  02-05-2021  
Sue F. McCormick  
Chief Executive Officer

APPROVED BY  
GLWA BOARD OF DIRECTORS ON:

January 27, 2021  
Date

APPROVED AS TO FORM BY  
GLWA GENERAL COUNSEL ON:

Laurie Koester Digitally signed by Laurie Koester  
Date: 2021.02.04 20:28:12 -05'00'  
General Counsel Date

## 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.

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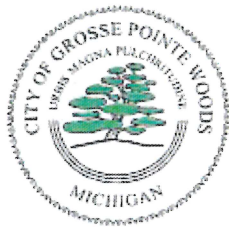
EXHIBIT B

Table 3  
Flow Split Assumptions

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Table 4  
Addresses for Notice

If to the Board:	If to Customer:
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## CITY OF GROSSE POINTE WOODS

20025 Mack Plaza Drive  
Grosse Pointe Woods, Michigan 48236-2397

### CITY OF GROSSE POINTE WOODS

#### CERTIFIED RESOLUTION

A regular meeting of the City Council of the City of Grosse Pointe Woods, County of Wayne, State of Michigan (the "City"), was held on December 7, 2020, at 7:00 o'clock p.m., Eastern Standard Time.

PRESENT: Mayor Novitke  
Members Bryant, Gafa, Granger, Koester, McConaghy, McMullen  
ABSENT: None

Motion by Bryant, seconded by McConaghy, regarding **Amendment to Water Service Contract – Great Lakes Water Authority**, that the City Council approve Amendment No. 4 to the Water Service Contract between Great Lakes Water Authority and the City of Grosse Pointe Woods changing the max day usage value to 3.36 MGD and the peak hour usage value to 4.29 MGD; and, authorize the City Administrator to sign said contract.

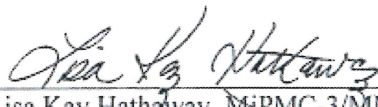
Motion carried by the following vote:

Yes: Bryant, Gafa, Granger, Koester, McConaghy, McMullen, Novitke  
No: None  
Absent: None

RESOLUTION DECLARED ADOPTED.

#### CERTIFICATION

I, Lisa Kay Hathaway, Clerk of the City of Grosse Pointe Woods, do hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the Council on December 7, 2020, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be, or have been, made available as required by said Act.

  
\_\_\_\_\_  
Lisa Kay Hathaway, MiPMC-3/MMC  
City Clerk  
December 10, 2020



**Board of Directors**  
735 Randolph Street, Suite 1900  
Detroit, Michigan 48226  
(313) 224-4785

## Great Lakes Water Authority Board of Directors

### General Certification

---

The undersigned hereby certifies that (i) the Resolution **2021-027** regarding **“Proposed Amendment No. 4 to Water Service Contract with City of Grosse Pointe Woods”** attached hereto is a true and complete copy of the Resolution duly passed by the Great Lakes Water Authority Board of Directors at a meeting held on January 27, 2021 at which meeting a quorum was present and remained throughout, (ii) the original thereof is on file in the records of the Great Lakes Water Authority Board of Directors, (iii) the meeting was conducted, and public notice thereof was given, pursuant to and in full compliance with the Open Meetings Act (Act No. 267, Public Acts of Michigan, 1976, as amended) and (iv) Minutes of such meeting were kept and will be or have been made available as required thereby.

YES: John J. Zech, Jaye Quadrozzi, Freman Hendrix, Brian Baker, Gary A. Brown, and Beverly Walker-Griffea

NO: None

ABSTAIN: None

EXCUSED: None

Dated: January 27, 2021

By: Rechanda L. Willis  
Title: Executive Board Assistant

## Susan Como

---

**From:** Laurie Koester <Laurie.Koester@glwater.org>  
**Sent:** Friday, February 5, 2021 6:09 PM  
**To:** Susan Como  
**Cc:** Frank Schulte; Jeanne Duffy; Bruce Smith; Laurie Koester; Jonathan Wheatley; Teresa Newman; Laura Radtke; Timothy Kuhns  
**Subject:** RE: Certified Resolution  
**Attachments:** Grosse Pointe Woods Water Contract Am 4 2020 (CEO Signature).pdf

Good afternoon Susan,

I hope this message finds you well. I am happy to provide you with the attached copy of your fully executed water contract amendment. This is the only copy you will receive as we are not working from the office. Please contact me with any questions.

Sincerely,

Laurie A. Koester  
Associate General Counsel – Office of the General Counsel Great Lakes Water Authority • 735 Randolph • Detroit, MI 48226  
O: 313.964.9620  
C: 313.999.3177  
E: Laurie.Koester@glwater.org  
General Information: 844.455.GLWA(4592)

-----Original Message-----

From: Susan Como <SComo@gpwmi.us>  
Sent: Friday, December 11, 2020 10:29 AM  
To: Laurie Koester <Laurie.Koester@glwater.org>  
Cc: Frank Schulte <fschulte@gpwmi.us>; Jeanne Duffy <jduffy@gpwmi.us>; Bruce Smith <bsmith@gpwmi.us>  
Subject: Certified Resolution

Hi Laurie:

The clerk has prepared the attached for your records.

Please advise if you need anything else.

Thanks,

Susan Como  
Executive Assistant  
City of Grosse Pointe Woods  
Phone: 313.343.2445  
scomo@gpwmi.us

"There is a very real relationship, both quantitatively and qualitatively, between what you contribute and what you get out of this world."

~ Oscar Hammerstein II ~

-----Original Message-----

From: SComo@gpwmi.us <SComo@gpwmi.us>

Sent: Friday, December 11, 2020 10:24 AM

To: Susan Como <SComo@gpwmi.us>

Subject:

-----  
Sent from City Hall TASKalfa 6052ci

[00:17:c8:4d:d5:2e]  
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Property of the City of Grosse Pointe Woods. If you have received this transmission in error, please delete immediately.