

**CITY OF GROSSE POINTE WOODS**  
**Electronic Regular City Council Meeting Agenda**  
**Monday, June 1, 2020**  
**7:00 p.m.**

**The City Council will be conducting a meeting of the Grosse Pointe Woods City Council by video (Zoom) and telephone conference in accordance with the City of Grosse Pointe Woods City Council resolution adopted May 4, 2020. This notice is being provided to ensure that those wishing to participate in the meeting have an opportunity to do so. Additional instructions are listed below.**

Join Zoom Meeting:

<https://zoom.us/j/93649963931?pwd=SG1lS013a1FDdnRtNlJYQm9NY2hmdz09>

Meeting ID: 936 4996 3931

Password: 740904

Join by Phone:

Dial by your location

888 788 0099 US Toll-free

877 853 5247 US Toll-free

Meeting ID: 936 4996 3931

Password: 740904

**FACILITATOR'S STATEMENT**

1. CALL TO ORDER
2. ROLL CALL
3. ACCEPTANCE OF AGENDA
4. MINUTES
  - A. Council 05-18-20
  - B. Committee-of-the-Whole 05-14-20
5. PUBLIC HEARING
  - A. SPECIAL LAND USE/SITE PLAN REVIEW:  
CROSSPOINTE CHRISTIAN CHURCH, 21336  
MACK AVENUE
    1. PC Excerpts 01/28/20, 02/25/20  
w/recommendation:
      - a. Resolution recommending Approval
    2. Affidavit of Legal Publication 05/14/20
    3. Affidavit of Property Owners Notified  
05/14/20
    4. Affidavit of Legal Publication 02/06/20
    5. Affidavit of Property Owners Notified w/list  
02/06/20
    6. GIS Maps (2 pgs)
    7. Memo w/photos (5) 02/19/20 - Building  
Official

- 8. Proposed Resolutions - Approving & Denying  
- City Attorney (Berschback)
- 9. Memo 02/01/20 – Director of Public Services
- 10. Memo 02/12/20 – Director of Public Safety
- 11. Memo 01/31/20 - Fire Inspector
- 12. Letter of Request 01/24/20 - Merritt Ceislak Design (S. Schneeman)
  - a. Site Plan Review & Special Land Use Permit Application 11/26/19
  - b. Site Plan Review Meeting Checklist (3 pgs)
    - i. Sheet G-000 11/25/19
    - ii. Boundary, Topographic, and Tree Survey Sheet 1 of 2
    - iii. Boundary, Topographic, and Tree Survey Sheet 2 of 2
    - iv. Sheet AS-100 - Partial Site and Site Demolition Plans
    - v. Sheet AS-101 - Enlarged Partial Site and Landscape Plan & Details
    - vi. Sheet AS-301 - Floor Plans
    - vii. Sheet A-601 Exterior Elevations

6. COMMUNICATIONS

- A. Military Leave Extension – Sgt. Brian Conigliaro
  - 1. Memo 05/20/20 – Director of Public Safety
- B. Budget Amendment – City Hall Generator
  - 1. Memo 05/19/20 – Treasurer/Comptroller
- C. Deficit Elimination Plans
  - 1. Memo 05/18/20 – Treasurer/Comptroller

7. BIDS/PROPOSALS/  
CONTRACTS

- A. Contracts: Telephone, Internet, and WAN
  - 1. Memo 05/20/20 – Information Technology Manager
  - 2. Contracts

8. CLAIMS/ACCOUNTS

- A. Vernier Road Fairway Lane to Morningside
  - 1. MDOT 05/04/20 - \$25,953.04.
- B. 2018 Concrete Pavement Repair Program
  - 1. L. Anthony Construction Pay Estimate No. 5  
05/06/20 - \$10,936.30.
- C. City Engineer-Anderson, Eckstein & Westrick, Inc.
  - 1. DPW Water/Sewer Barn Invoice No. 0125833  
04/07/20 - \$4,500.00;
  - 2. Vernier Road Resurfacing Invoice No. 0125945  
04/08/20 - \$6,427.70;

3. 2019 Sewer Structure Rehab Invoice No. 0125946  
04/08/20 - \$4,582.75;
4. Beaufait Road Reconstruction Invoice No.  
0125948 04/08/20 - \$494.50;
5. Bournemouth WM Replacement Invoice No.  
0125949 04/08/20 - \$2,370.30;
6. 2019/20 GIS Maintenance Invoice No. 0125950  
04/08/20 - \$2,976.25;
7. 2020/21 Rate Study Invoice No. 0125951 04/08/20  
- \$257.50;
8. DPW Water/Sewer Barn Invoice No. 0126181  
05/05/20 - \$3,350.00;
9. Vernier Road Resurfacing Invoice No. 0126329  
05/13/20 - \$3,257.75;
10. 2019 Sewer Structure Rehab Invoice No. 0126330  
05/13/20 - \$4,150.65;
11. 2019 Sewer Open Cut Repair Program Invoice No.  
0126331 05/13/20 - \$9,326.75;
12. Beaufait Road Reconstruction Invoice No.  
0126332 05/13/20 - \$257.50;
13. Bournemouth WM Replacement Invoice No.  
0126333 05/13/20 - \$3,328.00;
14. 2020/21 Rate Study Invoice No. 0126334 05/13/20  
- \$813.70.

D. WCA Assessing

1. Invoice No. 05192020 05/19/20 - \$6,017.58.

E. Labor Attorney – Keller Thoma

1. Invoice No. 118483 05/01/20 - \$2,450.50.

F. City Attorney – Charles T Berschback

1. Invoice 05/22/20 - \$8,253.75.

9. CLOSED EXECUTIVE SESSION TO DISCUSS PENDING LITIGATION REGARDING  
PROVENCAL ROAD

10. NEW BUSINESS/PUBLIC COMMENT

11. ADJOURNMENT

**Lisa Kay Hathaway, MiPMC/MMC  
City Clerk**

IN ACCORDANCE WITH PUBLIC ACT 267 (OPEN MEETINGS ACT)  
POSTED AND COPIES GIVEN TO NEWSPAPERS

The City of Grosse Pointe Woods will provide necessary, reasonable auxiliary aids and services to individuals with disabilities. Closed captioning and audio will be provided for all electronic meetings. All additional requests must be made in advance of a meeting.

#### Instructions for meeting participation

1. To join through Zoom: The meeting may be joined by clicking on the link provided on the agenda at the start time posted on the agenda, enter the meeting identification number, and password. Zoom may provide a couple of additional instructions for first time use. As an alternative to using the link, accessibility to the meeting may be obtained by using the browser at join.zoom.us. If having trouble logging in, try a different browser e.g. Chrome.

Join Zoom Meeting:

<https://zoom.us/j/93649963931?pwd=SG1lS013a1FDdnRtNlJYQm9NY2hmdz09>

Meeting ID: 936 4996 3931

Password: 740904

2. Join by telephone: Dial the toll-free conferencing number provided and enter the meeting identification number, and password. Dial \*9 to be heard under Public Comment.

Join by Phone:

Dial by your location

888 788 0099 US Toll-free

877 853 5247 US Toll-free

Meeting ID: 936 4996 3931

Password: 740904

In an effort to alleviate feedback and disruption of the meeting, choose one of the media options, either phone or Zoom, not both.

Meeting notices are posted on the City of Grosse Pointe Woods website home page at [www.gpwmi.us](http://www.gpwmi.us) and the on-line calendar, both containing a link to the agenda. The agenda contains all pertinent information including business to be conducted at the meeting, a hyperlink to participate using Zoom, and call-in telephone number with necessary meeting identification, and a password. Agendas will also be posted on six (6) City bulletin boards along Mack Avenue.

The following are procedures by which persons may contact members of the public body to provide input or ask questions:

1. To assist with meeting flow and organization, all public comment will be taken at the end of the meeting unless it is moved to a different location on the agenda upon a consensus of the City Council;
2. The phone-in audience, when making public comment please state your name (optional) when called upon;
3. Audience participants will be muted upon entry and will have a chance to speak during the public comment portion of the meeting at the end of the agenda, at which time the microphones will be unmuted.
4. Those joining by Zoom will also be muted and may use the virtual raised “hand” to request to be heard under Public Comment.
5. Those joining by telephone need to dial in using the phone number provided on the agenda. When prompted, enter the meeting number and the password also located on the agenda. Dial \*9 to be heard under Public Comment.



6. The published agenda invites participants from the community to provide written questions, comments, and concerns in advance of the meeting to any Elected Official or the City Clerk regarding relevant City business and may be read under Public Comment. Emails may be sent to:

Mayor Robert E. Novitke	<a href="mailto:mayornovitke@comcast.net">mayornovitke@comcast.net</a>	586 899-2082
Art Bryant, Council Member	<a href="mailto:arthurwbryant@gmail.com">arthurwbryant@gmail.com</a>	313 885-2174
Ken Gafa, Council Member	<a href="mailto:kgafa@comcast.net">kgafa@comcast.net</a>	313 580-0027
Vicki Granger, Council Member	<a href="mailto:grangergpw@aol.com">grangergpw@aol.com</a>	313 882-9878
Mike Koester, Council Member	<a href="mailto:koester.gpw@gmail.com">koester.gpw@gmail.com</a>	313 655-4190
Todd McConaghy, Council Member	<a href="mailto:todd.mcconaghygpw@yahoo.com">todd.mcconaghygpw@yahoo.com</a>	248 765-0628
Lisa Hathaway, City Clerk	<a href="mailto:lhathaway@gpwmi.us">lhathaway@gpwmi.us</a>	313 343-2447

You may contact Lisa Hathaway, City Clerk, at [lhathaway@gpwmi.us](mailto:lhathaway@gpwmi.us) should you have any questions prior to the meeting starting.

<b>NOTE TO PETITIONERS: YOU, OR A REPRESENTATIVE, ARE REQUESTED TO BE IN ATTENDANCE AT THE MEETING SHOULD COUNCIL HAVE QUESTIONS REGARDING YOUR REQUEST</b>
---



MINUTES OF THE REGULAR CITY COUNCIL MEETING OF THE CITY OF GROSSE  
POINTE WOODS HELD REMOTELY ON MONDAY, MAY 18, 2020.

The Facilitator's Statement was provided.

The meeting was called to order at 7:01 p.m. by Mayor Novitke.

Roll Call: Mayor Novitke  
Council Members: Bryant, Gafa, Granger, Koester, McConaghy  
Absent: None

Also Present: City Administrator Smith  
City Attorney Berschback  
Treasurer/Comptroller Behrens  
City Clerk Hathaway  
Director of Public Safety Kosanke  
Director of Public Services Schulte

Motion by Bryant, seconded by Granger, that all items on tonight's agenda be received, placed on file, and taken in order of appearance.

Motion carried by the following vote:

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

Motion by Gafa, seconded by Granger, that the following minutes be approved as submitted:

1. City Council Minutes dated May 4, 2020;
2. City Council Minutes dated May 11, 2020.

Motion carried by the following vote:

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

Motion by Bryant, seconded by McConaghy, regarding **Workers' Compensation Excess Coverage**, that the City Council concur with the recommendation of the Committee-of-the-Whole at their meeting held May 11, 2020, and approve entering into a two-year contract with Midwest Employers Casualty Company with retention to be maintained at \$450,000.00 with an annual premium of \$59,450.00, funds to be taken from Account No. 632-854-914.000.

Motion carried by the following vote:

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

Motion by Bryant, seconded by Koester, regarding **Lake Front Park Pool**, that the City Council concur with the recommendation of the Committee-of-the-Whole at their meeting held May 11, 2020, that Grosse Pointe Woods' aquatic facility shall remain closed.

Motion carried by the following vote:

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

Motion by Granger, seconded by Bryant, that the following minutes be approved as submitted:

1. Committee-of-the-Whole Minutes dated May 11, 2020.

Motion carried by the following vote:

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

THE MEETING WAS THEREUPON OPENED AT 7:06 P.M. FOR A PUBLIC HEARING ON THE PROPOSED 2020/21 BUDGET.

Motion by Bryant, seconded by McConaghy, that the following items be received, placed on file, and listed as follows:

1. Committee-of-the-Whole Excerpt 05/14/20
2. Memo 05/15/20 – City Administrator - Treasurer/Comptroller

3. Fund Budget Summary 05/14/20
4. Budget and Appropriation Resolution
5. 2020 Tax Rate Request L-4029
6. Affidavit of Legal Publication

Motion carried by the following vote:

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

The Chair asked if anyone from the audience wished to speak in favor of the proposed request.  
The following individual was heard:

Catherine (Guest)

George McMullen  
1382 Hollywood

The Chair asked if anyone from the audience wished to speak in opposition to the proposed request.  
No one wished to be heard.

Motion by McConaghy, seconded by Gafa, that the public hearing be closed at 7:08 p.m. PASSED  
UNANIMOUSLY.

Motion by McConaghy, seconded by Gafa, that the City Council concur with the recommendation of the Committee-of-the-Whole sitting as a Finance Committee at their meeting held on May 14, 2020, and adopt the FY 2020/21 Budget as presented, adopt the Appropriation Resolution; and, authorize the Mayor and the City Clerk to sign the 2020 Tax Rate Request Form L-4029, as follows:

### **CITY OF GROSSE POINTE WOODS**

#### **CERTIFIED RESOLUTION**

Motion by \_\_\_\_\_, seconded by \_\_\_\_\_, that the Council adopts the following resolution:

#### **CITY OF GROSSE POINTE WOODS BUDGET AND APPROPRIATION RESOLUTION**

WHEREAS, a public notice has been previously given, as required by City Charter and State of Michigan Public Act 5 of 1982, that a public hearing will be held electronically at 7:00 p.m. on Monday, May 18, 2020, for the purpose of receiving comments on the proposed 2020-21

City budget and the intent to levy Property Tax Revenues within the said City of Grosse Pointe Woods; and;

WHEREAS, a full and final public hearing has been held on proposed 2019-20 City Budget, and the proposed Increase in Property Taxes, it is therefore the opinion and judgment of Council that the aforesaid proposed 2020-21 City Budget, is in all things appropriate, correct and should be approved and that the property Tax Levy to finance the 2020-21 City Council should be approved accordingly.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Grosse Pointe Woods, Michigan that the proposed 2020-21 City Budget and the proposed property Tax Levy for the fiscal year 2020-21 as finally reviewed (and/or changed by) the Council at this public hearing be adopted and the amounts as contained in the aforesaid budget should be appropriated as designated and property tax levied accordingly.

BE IT RESOLVED that there are those sums of revenue which are deemed necessary to be raised by ad valorem tax levies on all real and personal property within the City of Grosse Pointe Woods, and that the City Clerk be and is hereby directed to certify such amounts to the City Assessor for the spread on the 2020 City Tax Roll at the rate of 13.2930 mills per thousand of the current City of Grosse Pointe Woods taxable valuation for general operations; 1.5000 mills per thousand of the current City of Grosse Pointe Woods taxable valuation for Road Bond Debt; at the rate of 0.0665 mills per thousand of the current City of Grosse Pointe Woods taxable valuation for Act 359 Public Relations; at the rate of 2.5406 mills per thousand of the current City of Grosse Pointe Woods taxable valuation for Solid Waste.

Motion carried by the following vote:

AYES:

NAYS:

ABSENT:

RESOLUTION DECLARED ADOPTED.

---

Lisa Kay Hathaway, City Clerk

### **CERTIFICATION**

*I, Lisa K. 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 City Council on May 18, 2020, and that said meeting was conducted electronically 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 have been kept and will be, or have been, made available as required by said Act.*

---

Lisa Kay Hathaway, City Clerk

Motion carried by the following:

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

Motion by Koester, seconded by Granger, regarding **PY 2020 Community Development Block Grant (CDBG) Program**, that the City Council adopt the following Resolution Approving PY 2020 CDBG Application, authorize the City Administrator to submit the proposal allocating \$6,000.00 (30%) of the \$20,000.00 CDBG funds to PAATS and the remaining \$14,000.00 (70%) to the Helm Life Center for senior center operations as part of the PY 2020 joint application, and to execute all necessary documents, agreements or contracts, upon review and approval of the City Attorney:

**City of Grosse Pointe Woods  
County of Wayne**

**Resolution Approving PY 2020 CDBG Application**

WHEREAS, Wayne County is preparing an Annual Action Plan to meet application requirements for the Community Development Block Grant (CDBG) program, and

WHEREAS, Wayne County has allocated \$20,000.00 to each of the 34 participating communities and requested CDBG-eligible projects for inclusion in the Action Plan, and

WHEREAS, the City of Grosse Pointe Woods found that the following projects meet the federal objectives of the CDBG program and are prioritized by the community as high priority need.

Activity	Amount
Senior Services (The Helm Life Center)	\$14,000.00
Transportation Services (PAATS)	\$6,000.00

WHEREAS, Wayne County has requested separate proposals for CDBG-eligible projects with a minimum cost of \$100,000.00 from participating communities for inclusion in the Action Plan, and

WHEREAS, Grosse Pointe, Grosse Pointe Farms, Grosse Pointe Park, Grosse Pointe Shores and Grosse Pointe Woods found that the following project meets the objective of the CDBG Request for Proposal Program and is prioritized by the communities as a high priority need.

Joint-RFP Project	Amount
The Helm Life Center Renovation	\$400,000.00

NOW, THEREFORE, BE IT RESOLVED THAT: the City of Grosse Pointe Woods CDBG application is hereby authorized to be submitted to Wayne County for inclusion in Wayne County's Annual Action Plan to the U.S. Department of Housing and Urban Development, and that Bruce J. Smith, City Administrator, is hereby authorized to execute all documents, agreements, or contracts which result from this application to Wayne County.

Made and passed this 18th day of May, 2020.

I, Lisa Kay Hathaway, the duly authorized Clerk of the City of Grosse Pointe Woods, do hereby certify that the foregoing is a true and correct copy of a Resolution adopted by the City of Grosse Pointe Woods City Council on May 18, 2020.

---

Lisa Kay Hathaway, City Clerk  
City of Grosse Pointe Woods

Motion carried by the following:

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

Motion by Granger, seconded by McConaghy, regarding **Generator – City Hall (Design Engineering)**, that the City Council approve payment in the amount of \$16,000.00 to Anderson, Eckstein & Westrick to perform design engineering and seek bids for replacing the generator at City Hall, funds to be taken from Capital Improvement Construction Engineering Account No. 420-451-974.201.

Motion carried by the following:

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

Motion by Gafa, seconded by Granger, regarding **State of Michigan Subgrant – 911 Call Processing Equipment/Budget Amendment**, that the City Council approve an amount of \$11,269.20 for Carousel Industries to provide engineering and hardware installation services to connect the 911 fiber optic system to the Peninsula Fiber Network, authorize a budget amendment in the amount of \$11,269.20 from the Capital Improvement Fund Balance into Improvements-Public Safety Account No. 420-902-977.102, and to authorize the City Administrator to sign the Carousel Industries Proposal and 911 Grant application, and to send a letter to the grant administrator committing the City to the 911 grant requirements.

Motion carried by the following:

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

Motion by Granger, seconded by Bryant, regarding **purchase – road salt**, that the City Council approve the purchase from The Detroit Salt Company to provide 2020/2021 road salt supplies at a price of \$52.89 per ton in a total amount not to exceed \$89,400.00, funds to be taken from FY 2020/21 Accounts Nos. 202-478-757.000 - \$22,350.00 and 203-478-757.000 - \$67,050.00.

Motion carried by the following:

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

Motion by McConaghy, seconded by Gafa, regarding **Monthly Financial Report**, that the City Council refer this report to the Finance Committee.

Motion carried by the following:

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



Motion by Gafa, seconded by Koester, regarding **Claims/Accounts**, that City Council approve payment of Item 7A as follows:

City Hall Reconstruction

1. APCOR Construction & Development Invoice  
Application No. 1 05/12/20 - \$245,409.99; Account  
No. 401-902-977.105.

Motion carried by the following:

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

Motion by McConaghy, seconded by Bryant, regarding **Claims/Accounts**, that City Council approve payment of Item 7B as follows:

Professional Services – Hallahan & Associates PC

1. Invoice No. 17217 05/05/20 - \$14,415.73; Account  
No. 101-210-801.301.

Motion carried by the following:

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

Motion by Granger, seconded by Bryant, regarding **Claims/Accounts**, that City Council approve payment of Item 7C as follows:

Professional Services

1. McGraw Morris 05/05/20 - \$542.50; Account No.  
101-210-801.000.

Motion carried by the following:

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

Motion by McConaghy, seconded by Bryant, regarding **Claims/Accounts**, that City Council approve payment of Item 7D as revised, as follows:

Professional Services

1. Keller Thoma (Revised) Invoice #118524 05/01/20 – \$2,027.50; Account No. 101-210-810.000.

Motion carried by the following:

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

Nobody wished to be heard under New Business.

The following individuals were heard under Public Comment:

- Grant Gilezan
- George McMullen

Motion by Bryant, seconded by Granger, to adjourn tonight's meeting at 7:21 p.m. PASSED UNANIMOUSLY.

Respectfully submitted,

---

Lisa Kay Hathaway  
City Clerk

---

Robert E. Novitke  
Mayor



MINUTES OF THE MEETING OF THE COMMITTEE-OF-THE-WHOLE OF THE CITY OF GROSSE POINTE WOODS SITTING AS A FINANCE COMMITTEE HELD REMOTELY ON THURSDAY, MAY 14, 2020.

PRESENT: Mayor Novitke  
Council Members Bryant, Gafa, Granger, Koester, McConaghy  
ABSENT: None  
ALSO PRESENT: City Administrator Smith  
Treasurer/Comptroller Behrens  
City Clerk Hathaway  
Director of Public Services Schulte  
Director of Public Safety Kosanke  
Deputy City Clerk/Facilitator Antolin  
Building Official Tutag  
Recreation Supervisor Gerhart  
Information Technology Manager Capps

The Facilitator's Statement was presented.

Mayor Novitke called the meeting to order at 5:08 p.m.

Motion by Bryant, seconded by Granger, that all items on tonight's agenda be received, placed on file, and taken in order of appearance.

Motion carried by the following vote:

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

Discussion ensued regarding the **Proposed FY 2020/21 Budget**. The Mayor provided an overview regarding the Proposed FY 2020/21 Budget. There are many unknowns, for example:

- COVID-19 responses (testing, supplies, protective procedures);
- potential increased contractual service expenses dependent upon number of employees affected;
- Reduced ACT 51 revenues received;
- Reduced State Revenue Sharing Funds;
- Potential unfunded state and federal mandates.

and for this fiscal year there also needs to be incorporated three non-reoccurring expenses totaling almost \$2.3 million:

- Oxford - \$639,000;
- Lake Front Park vehicular bridge - \$650,000;
- New fire apparatus - \$1,000,000+.

The Finance Committee, at their meeting held May 12, 2020, recommended the pool be closed for June, July, and August; a reduction of \$450,000.00 in expenses. Financing of the fire truck will be for five years at 2.9% with no penalty.

The Mayor stated that he believes we as a Finance Committee are presenting a reasoned, prudent, recommended budget to the City Council based upon the Council's and Administration's concerns and recommendations, and the Finance Committee has recommended modifications to the initial budget to reflect:

- the pool closure for May, June, and July for this calendar year;
- reducing the Commission budgets to the actual amounts expended;
- eliminating for the fiscal year the Commission Appreciation Reception;
- the cancellation of City events for this calendar year;
- the financing of \$500,000.00 for the fire apparatus to maintain some excess funds in the Motor Vehicle Fund.

The Mayor commended the Council and Administration for building up the reserves for these non-reoccurring expenses which total approximately \$2.3 million as well as our employees.

Questions and answers ensued:

- Vehicular bridge construction to commence after November 1;
- Oxford Road construction will start fall of 2020;
- Water Main projects will commence fall 2020 or spring 2021;
- Fire truck was ordered but delivery was delayed due to COVID-19;
- Clerk's election costs increased for August/November due to COVID-19.

The City Administrator and Treasurer/Comptroller recommended adoption of the budget as presented.

Motion by Koester, seconded by McConaghy, regarding the proposed FY 2020/21 Budget, that the Committee-of-the-Whole recommend to City Council adoption of the proposed FY 2020/21 budget as presented.

Motion carried by the following vote:

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

Nobody wished to be heard under New Business.

The following individual was heard under Public Comment:

Catherine Dumke

Motion by Bryant, seconded by Granger, that the meeting of the Committee-of-the-Whole be adjourned at 5:39 p.m. PASSED UNANIMOUSLY.

Respectfully submitted,

---

Lisa Kay Hathaway  
City Clerk

---

Robert E. Novitke  
Mayor

PLANNING COMMISSION EXCERPT  
01-28-20

The first item was regarding **Scheduling A Public Hearing for February 25, 2020: Crosspointe Christian church, 21336 Mack Avenue.** The Building Official presented an overview of the email from Pastor Matthew Swiatek of Crosspointe Christian Church requesting approval to install an elevator with a building addition. With the underlying zoning requirements and special land use provisions, a Public Hearing is required. The applicant is requesting to schedule a Public Hearing for February 25, 2020.

Motion by Vaughn, seconded by Vitale, that the Planning Commission schedule a Public Hearing for February 25, 2020, for Crosspointe Christian Church, 21336 Mack Avenue to install an elevator with a building addition.

Motion carried by the following vote:

YES: Bailey, Fuller, Hamborsky, Ketels, Profeta, Vaughn, Vitale  
NO: None  
ABSENT: Gilezan, Rozycki

PLANNING COMMISSION EXCERPT  
02-25-20

THE MEETING WAS THEREUPON OPENED AT 7:05 P.M. FOR A PUBLIC HEARING REGARDING THE APPLICATION OF CROSSPOINTE CHRISTIAN CHURCH, 21336 MACK AVENUE, GROSSE POINTE WOODS, REQUESTING TO CONSTRUCT A 1,900 SQ. FT. ADDITION FOR AN ELEVATOR, ELEVATOR EQUIPMENT ROOM, AND AN OFFICE.

Motion by Profeta, seconded by Gilezan, that for purposes of the public hearing the following items be received and placed on file:

- A. PC Excerpt – 01/28/20
- B. Affidavit of Legal Publication – 02/06/20
- C. Affidavit of Property Owners Notified w/list – 02/06/20
- D. GIS Maps (2 pgs)
- E. Memo w/photos (5) – 02/19/20 - Building Official (Tutag)
- F. Proposed Resolutions – Approving & Denying – City Attorney (Berschback)
- G. Memo – 02/01/20 – DPW Director (Schulte)
- H. Memo – 02/12/20 – DPS Director (Kosanke)
- I. Memo – 01/31/20 – Fire Inspector (Provost)
- J. Letter of Request – 01/24/20 – Merritt Ceislak Design (S. Schneeman)
  - (1) Site Plan Review & Special Land Use Permit Application – 11/26/19
  - (2) Site Plan Review Meeting Checklist (3 pgs)
    - (1) Sheet G-000 – 11/25/19
    - (2) Boundary, Topographic, and Tree Survey Sheet 1 of 2
    - (3) Boundary, Topographic, and Tree Survey Sheet 2 of 2
    - (4) Sheet AS-100 - Partial Site and Site Demolition Plans
    - (5) Sheet AS-101 – Enlarged Partial Site and Landscape Plan & Details
    - (6) Sheet AS-301 – Floor Plans
    - (7) Sheet A-601 Exterior Elevations

Motion carried by the following vote:

YES: Bailey, Fuller, Gilezan, Hamborsky, Ketels, Profeta, Rozycki, Vaughn, Vitale  
NO: None  
ABSENT: None

The Building Official provided an overview of his memo dated February 19, 2020, regarding the Special Land Use/Site Plan Review of Crosspointe Christian Church for the construction of an elevator, elevator equipment room, and an office. The Building official stated it was a top notch plan and recommends approval.

The Chair asked if anyone from the audience wished to speak in favor of the proposed request. The following individuals were heard:

Matt Swiateck, Pastor of Crosspointe Christian Church  
Wayne Wagner, lifetime member

The Chair asked if anyone from the audience wished to speak in opposition to the proposed request. Nobody wished to be heard.

Motion by Gilezan, seconded by Vaughn, that the public hearing be closed at 7:13 p.m.  
PASSED UNANIMOUSLY.

Discussion ensued regarding the Commission Members' perspective of the petitioner's request. The architect of Merritt Cieslak Design displayed samples of materials to be used for the project and responded to questions from the Commission.

Motion by Bailey, seconded by Rozycki, regarding Public Hearing – Crosspointe Christian Church, 21336 Mack Avenue, Grosse Pointe Woods, which is requesting to construct a 1,900 sq. ft. addition for an elevator, elevator equipment room, and an office, that the Planning Commission recommends to City Council approval of Crosspointe Christian Church's Special Land Use application and adopt the resolution as presented, including immediate certification of these minutes.

Motion carried by the following vote:

YES:	Bailey, Fuller, Gilezan, Hamborsky, Ketels, Profeta, Rozycki, Vaughn Vitale
NO:	None
ABSENT:	None



**THE CITY OF GROSSE POINTE WOODS  
PLANNING COMMISSION RESOLUTION APPROVING  
CROSS POINTE CHRISTIAN CHURCH'S SPECIAL LAND USE AND  
SITE PLAN REVIEW**

Minutes of a regular meeting of the Planning Commission of the City of Grosse Pointe Woods, County of Wayne, State of Michigan, held on February 25, 2020 at 7:00 o'clock p.m., Eastern Standard Time.

PRESENT: Members: Bailey, Fuller, Gilezan, Hamborsky, Ketels, Profeta, Vaughn, Vitale

ABSENT: Member: None

The following preamble and resolution were offered by Member Bailey and seconded by Member Rozycki.

**WHEREAS**, Cross Pointe Christian Church ("Petitioner") has submitted an application for Special Land Use and Site Plan Review for an addition to an existing building; and,

**WHEREAS**, Section 50-339(2) requires approval of the Planning Commission after a public hearing if existing uses are expanded within the community facilities district; and,

**WHEREAS**, Section 50-34 requires a site plan review for remodeling or additions to existing structures, and site plans are subject to review by the City Council if located in a community facilities district.

**NOW THEREFORE IT IS HEREBY RESOLVED** that:

1. The Planning Commission recommends approval of the special land use and site plan as submitted.
2. The Planning Commission adopts the findings and conclusions as referenced in Mr. Tutag's memo dated February 19, 2020.
3. The approval is based on the conditions referenced in Mr. Tutag's memo as follows:  
Construction of the project is commenced within 6 months and completed within one year of approval date.
4. Immediate Certification: This motion is immediately certified.

AYES: Bailey, Fuller, Gilezan, Hamborsky, Ketels, Profeta, Rozycki, Vaughn, Vitale

NAYS: None

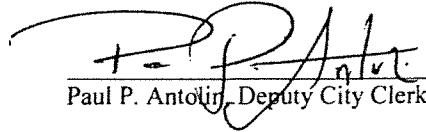
ABSENT: None

RESOLUTION DECLARED ADOPTED

  
\_\_\_\_\_  
Paul P. Antolin, Deputy City Clerk

**CERTIFICATION**

I, Paul P. Antolin, do hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the Grosse Pointe Woods Planning Commission on February 25, 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 have been kept and will be, or have been, made available as required by said Act.



Paul P. Antolin, Deputy City Clerk

AFFIDAVIT OF LEGAL PUBLICATION

# Grosse Pointe News

16980 Kercheval Avenue  
Grosse Pointe, Michigan 48230  
(313) 882-3500

COUNTY OF WAYNE  
STATE OF MICHIGAN, SS.

John Minnis

being duly sworn deposes and says that attached advertisement of

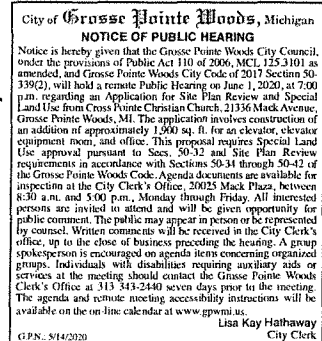
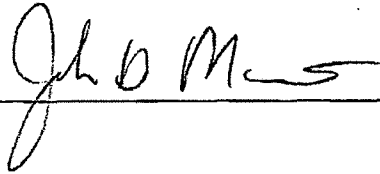
City of Grosse Pointe Woods

was duly published in accordance with instructions, in the GROSSE POINTE NEWS on the following date:


May 14, 2020

#1 GPW 5/14 PC CROSS POINTE

and knows well the facts stated herein, and that he is the Publisher of said newspaper.



Notary Public

  
Dawn M. LoPiccolo  
Notary Public - State of Michigan  
County of Macomb  
My Comm. Exp. 06-02-2024 Acting  
in County of Wayne Date 5/12/2020

## AFFIDAVIT OF PROPERTY OWNERS NOTIFIED

Re: 21336 Mack Ave.

## Cross Pointe Christian Church

State of Michigan )  
 ) ss.  
County of Wayne )

**I HEREBY CERTIFY that the notice of Hearing was duly mailed First Class Mail on 05/14/20 to the following property owners within a 300 foot radius of the above property in accordance with the provisions of the 2017 City Code of Grosse Pointe Woods. A Hearing fee of \$500.00 has been received.**

**Lisa Kay Hathaway, CMMC/MMC**

**City Clerk**

**See attached document for complete list.**

City Of Grosse Pointe Woods  
NOTICE OF PUBLIC HEARING

**Notice is hereby given** that the Grosse Pointe Woods City Council, under the provisions of Public Act 110 of 2006, MCL 125.3101 as amended, and Grosse Pointe Woods City Code of 2017 Section 50-339(2), will hold a remote Public Hearing on June 1, 2020, at 7:00 p.m. regarding an Application for Site Plan Review and Special Land Use from Cross Pointe Christian Church, 21336 Mack Avenue, Grosse Pointe Woods, MI. The application involves construction of an addition of approximately 1,900 sq. ft. for an elevator, elevator equipment room, and office. This proposal requires Special Land Use approval pursuant to Secs. 50-32 and Site Plan Review requirements in accordance with Sections 50-34 through 50-42 of the Grosse Pointe Woods Code. Agenda documents are available for inspection at the City Clerk's Office, 20025 Mack Plaza, between 8:30 a.m. and 5:00 p.m., Monday through Friday. All interested persons are invited to attend and will be given opportunity for public comment. The public may appear in person or be represented by counsel. Written comments will be received in the City Clerk's office, up to the close of business preceding the hearing. A group spokesperson is encouraged on agenda items concerning organized groups. Individuals with disabilities requiring auxiliary aids or services at the meeting should contact the Grosse Pointe Woods Clerk's Office at 313 343-2440 seven days prior to the meeting. The agenda and remote meeting accessibility instructions will be available on the on-line calendar at [www.gpwmj.us](http://www.gpwmj.us).

Lisa Kay Hathaway  
City Clerk

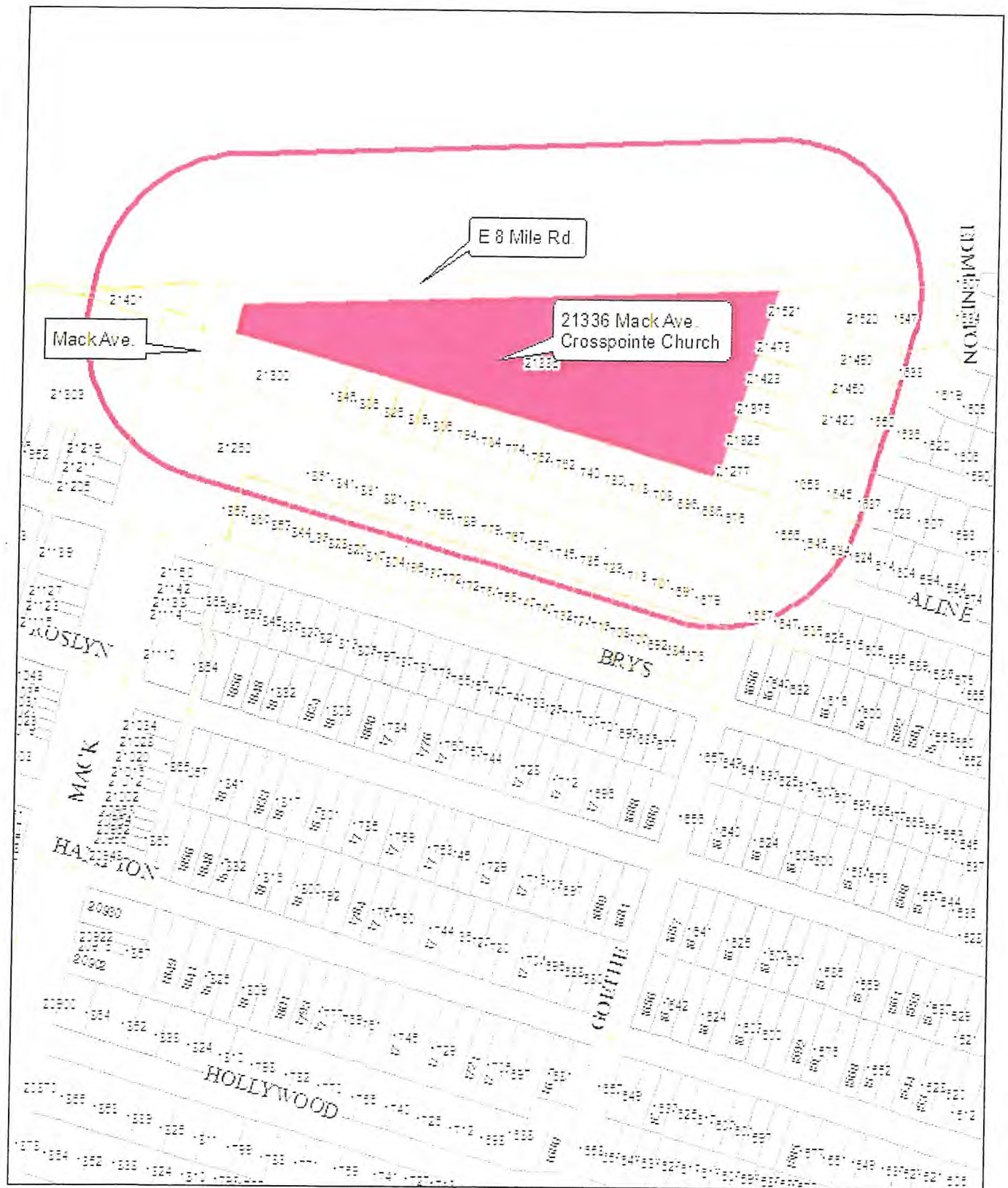
ownersname	ownersna_1	ownersname2	ownerstreet	ownercity	ownerstate	ownerzipco	propertyst
VDG MACK AVE LLC		VDG MACK AVE LLC	399 FISHER RD	GROSSE POINTE	MI	48230	21300 MACK AVE
		OCCUPANT	21300 MACK AVE	GROSSE POINTE WOODS	MI	48236	
RABAUT VINCENT C	RABAUT LYNDA M	VINCENT AND LYNDA RABAUT	246 HILLCREST AVE	GROSSE POINTE FARMS	MI	48236-3109	1846 ALINE DR
		OCCUPANT	1846 ALINE	GROSSE POINTE WOODS	MI	48236	1846 ALINE DR
PATROSSO, GARY		GARY PATROSSO	1647 EDMUNDTON DR	GROSSE POINTE WOODS	MI	48236	1647 EDMUNDTON DR
OHORODNIK JULIUS M		JULIUS OHORODNIK	21520 GOETHE ST	GROSSE POINTE WOODS	MI	48236	21520 GOETHE ST
MCASLAN SCOTT		SCOTT MCASLAN	21521 GOETHE ST	GROSSE POINTE WOODS	MI	48236	21521 GOETHE ST
CROSSPOINTE CHRISTIAN CHURCH		CROSSPOINTE CHRISTIAN CHURCH	21336 MACK AVE	GROSSE POINTE WOODS	MI	48236	21336 MACK AVE
HAWKSLEY CHRISTOPHER	HAWKSLEY LII-MIIN	CHRISTOPHER AND LII-MIIN HAWKSLEY	21473 GOETHE ST	GROSSE POINTE WOODS	MI	48236	21473 GOETHE ST
HOGAN JAMES	HOGAN GEORGETTE	JAMES AND GEORGETTE HOGAN	21490 GOETHE ST	GROSSE POINTE WOODS	MI	48236	21490 GOETHE ST
MICHAELS, BRAD - STEPHANIE		BRAD AND STEPHANIE MICHAELS	1633 EDMUNDTON DR	GROSSE POINTE WOODS	MI	48236	1633 EDMUNDTON DR
LEONE ANDREW	LEONE DIANA	ANDREW AND DIANA LEONE	21423 GOETHE ST	GROSSE POINTE WOODS	MI	48236	21423 GOETHE ST
RICHARDS PAUL E	RICHARDS DIANE M	PAUL AND DIANE RICHARDS	21450 GOETHE ST	GROSSE POINTE WOODS	MI	48236	21450 GOETHE ST
DIRITA VITTORIO	DIRITA ISABELLE	VITTORIO AND ISABELLE DIRITA	1836 ALINE DR	GROSSE POINTE WOODS	MI	48236	1836 ALINE DR
FILIPOWICZ LEON-HANNA		LEON AND HANNA FILIPOWICZ	1650 BLAIRMOR CT	GROSSE POINTE WOODS	MI	48236	1650 BLAIRMOR CT
SUTTON KIMBERLY K		KIMBERLY SUTTON	21375 GOETHE ST	GROSSE POINTE WOODS	MI	48236	21375 GOETHE ST
HOGAN, SEAN - RENEE		SEAN AND RENEE KRISHNAN	1826 ALINE DR	GROSSE POINTE WOODS	MI	48236	1826 ALINE DR
KRISHNAN MURALI	KRISHNAN LATHA	MURALI AND LATHA KRISHNAN	1816 ALINE DR	GROSSE POINTE WOODS	MI	48236	1816 ALINE DR
RAFAILL DENNIS		DENNIS RAFAILL	21420 GOETHE ST	GROSSE POINTE WOODS	MI	48236	21420 GOETHE ST
SLIWINSKI ANTHONY & BURKE THERESE		ANTHONY SLIWINSKI AND THERESE BURKE	1784 ALINE DR	GROSSE POINTE WOODS	MI	48236	1784 ALINE DR
RADKE JEFFREY	RADKE LAUREN	JEFFREY AND LAUREN RADKE	21325 GOETHE ST	GROSSE POINTE WOODS	MI	48236	21325 GOETHE ST
TALLAREK GLEN E		GLEN TALLAREK	1774 ALINE DR	GROSSE POINTE WOODS	MI	48236	1774 ALINE DR
ROWLETT JOSEPHINE A		JOSEPHINE ROWLETT	1762 ALINE DR	GROSSE POINTE WOODS	MI	48236	1762 ALINE DR
MCKEAN IDA		IDA MCKEAN	1752 ALINE DR	GROSSE POINTE WOODS	MI	48236	1752 ALINE DR
CLARK LISA L		LISA CLARK	1740 ALINE DR	GROSSE POINTE WOODS	MI	48236	1740 ALINE DR
KLINGBAIL, ROBERT A - SARA		ROBERT AND SARA KLINGBAIL	21277 GOETHE ST	GROSSE POINTE WOODS	MI	48236	21277 GOETHE ST
CHOMIS DONALD R II		DONALD CHOMIS II	1851 ALINE DR	GROSSE POINTE WOODS	MI	48236	1851 ALINE DR
LENTINE ANNA A		ANNA LENTINE	1730 ALINE DR	GROSSE POINTE WOODS	MI	48236	1730 ALINE DR
FORD BENJAMIN E & COLLEEN M		BENJAMIN AND COLLEEN FORD	1653 BLAIRMOR CT	GROSSE POINTE WOODS	MI	48236	1653 BLAIRMOR CT
GERANGAYA BERNARD JOVIR		BERNARD GERANGAYA	1841 ALINE DR	GROSSE POINTE WOODS	MI	48236	1841 ALINE DR
BARTOLD LAURENCE	BARTOLD MARIA	LAURENCE AND MARIA BARTOLD	1718 ALINE DR	GROSSE POINTE WOODS	MI	48236	1718 ALINE DR
KRONNER JOHN M	KRONNER JILLIAN M	JOHN AND JILLIAN KRONNER	1645 BLAIRMOR CT	GROSSE POINTE WOODS	MI	48236	1645 BLAIRMOR CT
PRESTON ERIC		ERIC PRESTON	1831 ALINE DR	GROSSE POINTE WOODS	MI	48236	1831 ALINE DR
JANUTOL, PETER - BARBARA		PETER AND BARBARA JANUTOL	1708 ALINE DR	GROSSE POINTE WOODS	MI	48236	1708 ALINE DR
MARTENCO, ALEXEI-PARTALIS, CHRISTINA		ALEXEI-PARTALIS AND CHRISTINA MARTENCO	1821 ALINE DR	GROSSE POINTE WOODS	MI	48236	1821 ALINE DR
TOMCZAK LOUIS F		LOUIS TOMCZAK	1696 ALINE DR	GROSSE POINTE WOODS	MI	48236	1696 ALINE DR
PRESTON SHELBY		SHELBY PRESTON	1811 ALINE DR	GROSSE POINTE WOODS	MI	48236	1811 ALINE DR
KENT STEPHEN BARRY		STEPHEN KENT	1686 ALINE DR	GROSSE POINTE WOODS	MI	48236	1686 ALINE DR
DECRAENE ROBERT J	DECRAENE JULIE K	ROBERT AND JULIE DECRAENE	1799 ALINE DR	GROSSE POINTE WOODS	MI	48236	1799 ALINE DR
HAERENS VICTOR G		VICTOR HAERENS	1676 ALINE DR	GROSSE POINTE WOODS	MI	48236	1676 ALINE DR
YAMIN TRACY		TRACY YAMIN	1860 BRYN DR	GROSSE POINTE WOODS	MI	48236	1860 BRYN DR
SULLIVAN THOMAS		THOMAS SULLIVAN	1852 BRYN DR	GROSSE POINTE WOODS	MI	48236	1852 BRYN DR
TELEGADAS, JAMES-SOPHIA (TRUST)		JAMES AND SOPHIA TELEGADAS (TRUST)	1779 ALINE DR	GROSSE POINTE WOODS	MI	48236	1779 ALINE DR
PARRAVANO, CYNTHIA		CYNTHIA PARRAVANO	1844 BRYN DR	GROSSE POINTE WOODS	MI	48236	1844 BRYN DR
TELGADAS, JAMES-SOPHIA		JAMES AND SOPHIA TELEGADAS	1779 ALINE DR	GROSSE POINTE WOODS	MI	48236	1779 ALINE DR
BANOVIC, JULIE - GAIL		JULIE - GAIL BANOVIC	1656 ALINE DR	GROSSE POINTE WOODS	MI	48236	1656 ALINE DR
LIVERNIS JOHN		JOHN LIVERNIS	1836 BRYN DR	GROSSE POINTE WOODS	MI	48236	1836 BRYN DR
CURRAN MAUREEN E		MAUREEN CURRAN	1767 ALINE DR	GROSSE POINTE WOODS	MI	48236	1767 ALINE DR
CASINELLI MARIELLA		MARIELLA CASINELLI	1646 ALINE DR	GROSSE POINTE WOODS	MI	48236	1646 ALINE DR
BERTOLINI PETER		PETER BERTOLINI	1828 BRYN DR	GROSSE POINTE WOODS	MI	48236	1828 BRYN DR
HERMAN FREDERICK G	HERMAN VICKI	FREDERICK AND VICKI HERMAN	1757 ALINE DR	GROSSE POINTE WOODS	MI	48236	1757 ALINE DR
BRADLEY ROBERT		ROBERT BRADLEY	1820 BRYN DR	GROSSE POINTE WOODS	MI	48236	1820 BRYN DR
ELICH, ALICIA ANN		ALICIA ELICH	1634 ALINE DR	GROSSE POINTE WOODS	MI	48236	1634 ALINE DR
SAHADI PAUL	SAHADI KAREN	PAUL AND KAREN SAHADI	1812 BRYN DR	GROSSE POINTE WOODS	MI	48236	1812 BRYN DR
WHITLEY ANDREW DOUGLAS		ANDREW WHITLEY	1745 ALINE DR	GROSSE POINTE WOODS	MI	48236	1745 ALINE DR
HOFFMAN JOHN T		JOHN HOFFMAN	1804 BRYN DR	GROSSE POINTE WOODS	MI	48236	1804 BRYN DR
PRYOR MARGARET E (LIFE ESTATE)		MARGARET PRYOR	1735 ALINE DR	GROSSE POINTE WOODS	MI	48236	1735 ALINE DR
LANZA CHERON		CHERON LANZA	1796 BRYN DR	GROSSE POINTE WOODS	MI	48236	1796 BRYN DR
KASZA GEORGE J		GEORGE KASZA	1723 ALINE DR	GROSSE POINTE WOODS	MI	48236	1723 ALINE DR
KLINE KENNETH J	KLINE CHRISTINE	KENNETH AND CHRISTINE KLINE	1788 BRYN DR	GROSSE POINTE WOODS	MI	48236	1788 BRYN DR
HIGGINS ILONA K	MELISE ANNE M	ILONA HIGGINS AND ANNE MELISE	1772 BRYN DR	GROSSE POINTE WOODS	MI	48236	1772 BRYN DR
SCHULTZ PATRICIA A		PATRICIA SCHULTZ	1713 ALINE DR	GROSSE POINTE WOODS	MI	48236	1713 ALINE DR
KERBY PAUL R		PAUL KERBY	1701 ALINE DR	GROSSE POINTE WOODS	MI	48236	1701 ALINE DR
DONOVAN JOHN A	MELISE ANNE M	JOHN DONOVAN AND ANNE MELISE	1764 BRYN DR	GROSSE POINTE WOODS	MI	48236	1764 BRYN DR
BERGER BRUCE C		BRUCE BERGER	1691 ALINE DR	GROSSE POINTE WOODS	MI	48236	1691 ALINE DR

ownersname	ownersna_1	ownersname2	ownerstreet	ownercity	ownerstate	ownerzipco	propertystl
HOGAN ALLISON		ALLISON HOGAN	1756 BRY'S DR	GROSSE POINTE WOODS	MI	48236	1756 BRY'S DR
JOSEPH, JENNIFER		JENNIFER JOSEPH	839 COOK	GROSSE POINTE WOODS	MI	48236	1748 BRY'S DR
BETZLER ROBERT	BETZLER HOLLY	ROBERT AND HOLLY BETZLER	1679 ALINE DR	GROSSE POINTE WOODS	MI	48236	1679 ALINE DR
RUBART, ASHLEY		ASHLEY RUBART	1740 BRY'S DR	GROSSE POINTE WOODS	MI	48236	1740 BRY'S DR
ROZEWSKI CHRISTOPHER		CHRISTOPHER ROZEWSKI	1732 BRY'S DR	GROSSE POINTE WOODS	MI	48236	1732 BRY'S DR
DUNCAN WILLIAM		WILLIAM DUNCAN	1657 ALINE DR	GROSSE POINTE WOODS	MI	48236	1657 ALINE DR
DESMET LINDA		LINDA DESMET	1724 BRY'S DR	GROSSE POINTE WOODS	MI	48236	1724 BRY'S DR
THORN LINDA L		LINDA THORN	1647 ALINE DR	GROSSE POINTE WOODS	MI	48236	1647 ALINE DR
DOYLE, STEPHEN D		STEPHEN DOYLE	1716 BRY'S DR	GROSSE POINTE WOODS	MI	48236	1716 BRY'S DR
LEONG WAGNER & ROBIN L		WAGNER AND ROBIN LEONG	1708 BRY'S DR	GROSSE POINTE WOODS	MI	48236	1708 BRY'S DR
ORLANDO FREDERICK V		FREDERICK ORLANDO	1700 BRY'S DR	GROSSE POINTE WOODS	MI	48236	1700 BRY'S DR
BOLLENBERG JESSICA		JESSICA BOLLENBERG	1692 BRY'S DR	GROSSE POINTE WOODS	MI	48236	1692 BRY'S DR
SILLERY SUZANNE		SUZANNE SILLERY	1684 BRY'S DR	GROSSE POINTE WOODS	MI	48236	1684 BRY'S DR
MURPHY GEORGE J		GEORGE MURPHY	1676 BRY'S DR	GROSSE POINTE WOODS	MI	48236	1676 BRY'S DR
RICHARDS, ROBERT M - CHRISTINA M		ROBERT AND CHRISTINA RICHARDS	1806 ALINE DR	GROSSE POINTE WOODS	MI	48236	1806 ALINE DR
WRIGHT, JACOB-JENNIFER		JACOB AND JENNIFER WRIGHT	1794 ALINE DR	GROSSE POINTE WOODS	MI	48236	1794 ALINE DR
COMERICA BANK		COMERICA BANK	2800 POST OAK BLVD STE 4200	HOUSTON	TX	77056	21303 MACK AVE
		OCCUPANT	21303 MACK AVE	GROSSE POINTE WOODS	MI	48236	
POTOMAC ACQUISITION LLC		POTOMAC ACQUISITION LLC	4500 DORR ST	TOLEDO	OH	43615	21401 MACK AVE
		OCCUPANT	21401 MACK AVE	GROSSE POINTE WOODS	MI	48236	
HEALTH CARE REIT INC		HEALTH CARE REIT INC	4500 DORR ST	TOLEDO	OH	43615	1868 BRY'S DR
		OCCUPANT	1868 BRY'S DR	GROSSE POINTE WOODS	MI	48236	
HEALTH CARE REIT INC		HEALTH CARE REIT INC	4500 DORR ST	TOLEDO	OH	43615	21260 MACK AVE
		OCCUPANT	21260 MACK AVE	GROSSE POINTE WOODS	MI	48236	
		POTOMAC ACQUISITION LLC	21401 GREATER MACK AVE	ST. CLAIR SHORES	MI	48080	
		GODFREY HAMMEL, DANNEELS & COMPANY	21420 GREATER MACK AVE	ST. CLAIR SHORES	MI	48080	
		ZABEL HOLDINGS LLC	21423 GREATER MACK AVE	ST. CLAIR SHORES	MI	48080	
		GROUP 27, LLC	21480 GREATER MACK AVE	ST. CLAIR SHORES	MI	48080	
		ADRAGNA, CHRIS/ MARY JO	22313 EDMUNTON ST	ST. CLAIR SHORES	MI	48080	
		SZEFLER, CYNTHIA ANN	22317 EDMUNTON ST	ST. CLAIR SHORES	MI	48080	
		DURNEY, ELAINE	22325 EDMUNTON ST	ST. CLAIR SHORES	MI	48080	
		MAJEWSKI, MICHAEL/SUSAN	22333 EDMUNTON ST	ST. CLAIR SHORES	MI	48080	
		PADMOS, LEONARD M/ LORI A	22417 EDMUNTON ST	ST. CLAIR SHORES	MI	48080	
		WOZNIAK, CLYDE J./BONNIE	22300 EDMUNTON ST	ST. CLAIR SHORES	MI	48080	
		CARDWELL, THOMAS/SARAH	22306 EDMUNTON ST	ST. CLAIR SHORES	MI	48080	
		KOWALEWSKI, DONALD/JOAN - TRUST	22324 EDMUNTON ST	ST. CLAIR SHORES	MI	48080	
		NIKLOWICZ, JR., WALTER/LINDA	22310 EDMUNTON ST	ST. CLAIR SHORES	MI	48080	
		OCHALEK, MICHAEL	22406 EDMUNTON ST	ST. CLAIR SHORES	MI	48080	
		JAEBLON, GERALD	22414 EDMUNTON ST	ST. CLAIR SHORES	MI	48080	
		DELODDER, GLENN	22440 EDMUNTON ST	ST. CLAIR SHORES	MI	48080	
		MOONEY REAL ESTATE HOLDINGS	22410 OVERLAKE ST	ST. CLAIR SHORES	MI	48080	
		MOONEY REAL ESTATE HOLDINGS	22428 OVERLAKE ST	ST. CLAIR SHORES	MI	48080	
		MARKIELEWICZ, PATRICK/SANDRA	22441 EDMUNTON ST	ST. CLAIR SHORES	MI	48080	
		BOBER, GREGORY D.	22421 EDMUNTON ST	ST. CLAIR SHORES	MI	48080	
		COLLINS, BRYCEN	22501 EDMUNTON ST	ST. CLAIR SHORES	MI	48080	
		BALLARD, DANNY/KATHRYN	22449 EDMUNTON ST	ST. CLAIR SHORES	MI	48080	
		MALLON, KAROL	22432 OVERLAKE ST	ST. CLAIR SHORES	MI	48080	
		ALLEMON, RACHEL M.	22507 E 8 MILE RD	ST. CLAIR SHORES	MI	48080	
		BLOCH, TIMOTHY/NANCY	22440 OVERLAKE ST	ST. CLAIR SHORES	MI	48080	
		MIESEL, JESSICA A/ MOTT, RYAN W	22436 OVERLAKE ST	ST. CLAIR SHORES	MI	48080	
		DAVID, DANIEL	22500 OVERLAKE ST	ST. CLAIR SHORES	MI	48080	
		ALLEMON, DELFINA/LAWRENCE	22504 OVERLAKE ST	ST. CLAIR SHORES	MI	48080	
		MILLER, GARY/JENNIFER	22531 E 8 MILE RD	ST. CLAIR SHORES	MI	48080	
		ZEIGLER, DEANGELO/ TAKEISHA	22525 E 8 MILE RD	ST. CLAIR SHORES	MI	48080	
		HORRIE, MARY	22519 E 8 MILE RD	ST. CLAIR SHORES	MI	48080	
		ZADA, FREDERICK M/JENNIFER	22513 E 8 MILE RD	ST. CLAIR SHORES	MI	48080	
		SCHWARTZ, AGNES M - TRUST	22508 OVERLAKE ST	ST. CLAIR SHORES	MI	48080	
		BERCH, ADRIAN/ELIZABETH	22512 OVERLAKE ST	ST. CLAIR SHORES	MI	48080	
		GIROUX JR., LAWRENCE	22516 OVERLAKE ST	ST. CLAIR SHORES	MI	48080	
		ADAMS JR, ERIC	22520 OVERLAKE ST	ST. CLAIR SHORES	MI	48080	
		MOONEY, THOMAS JOHN	22530 OVERLAKE ST	ST. CLAIR SHORES	MI	48080	
		MASSERANG, JOHN/JACQUELINE	22601 E 8 MILE RD	ST. CLAIR SHORES	MI	48080	
		BAUER, KATHLEEN R/THOMAS	22600 OVERLAKE ST	ST. CLAIR SHORES	MI	48080	
		WATERS, JOSEPH W/TAWANA M	22619 E 8 MILE RD	ST. CLAIR SHORES	MI	48080	
		CARLSON, AMY	22624 OVERLAKE ST	ST. CLAIR SHORES	MI	48080	

21336 Mack Ave. - 300' Radius

ownersname	ownersna_1	ownersname2	ownerstreet	ownercity	ownerstate	ownerzipco	propertyst
		PERLOTTO, LISA G.	22630 OVERLAKE ST	ST. CLAIR SHORES	MI	48080	





COPYRIGHT 1999 - 2011,  
 THE CITY OF GROSSE POINTE WOODS, MI  
 COPYRIGHT 1999 - 2011,  
 WAYNE COUNTY, MI  
 COPYRIGHT 1999 - 2011,  
 ANDERSON, ECKSTEIN AND WESTRICK, INC.  
 ALL RIGHTS RESERVED



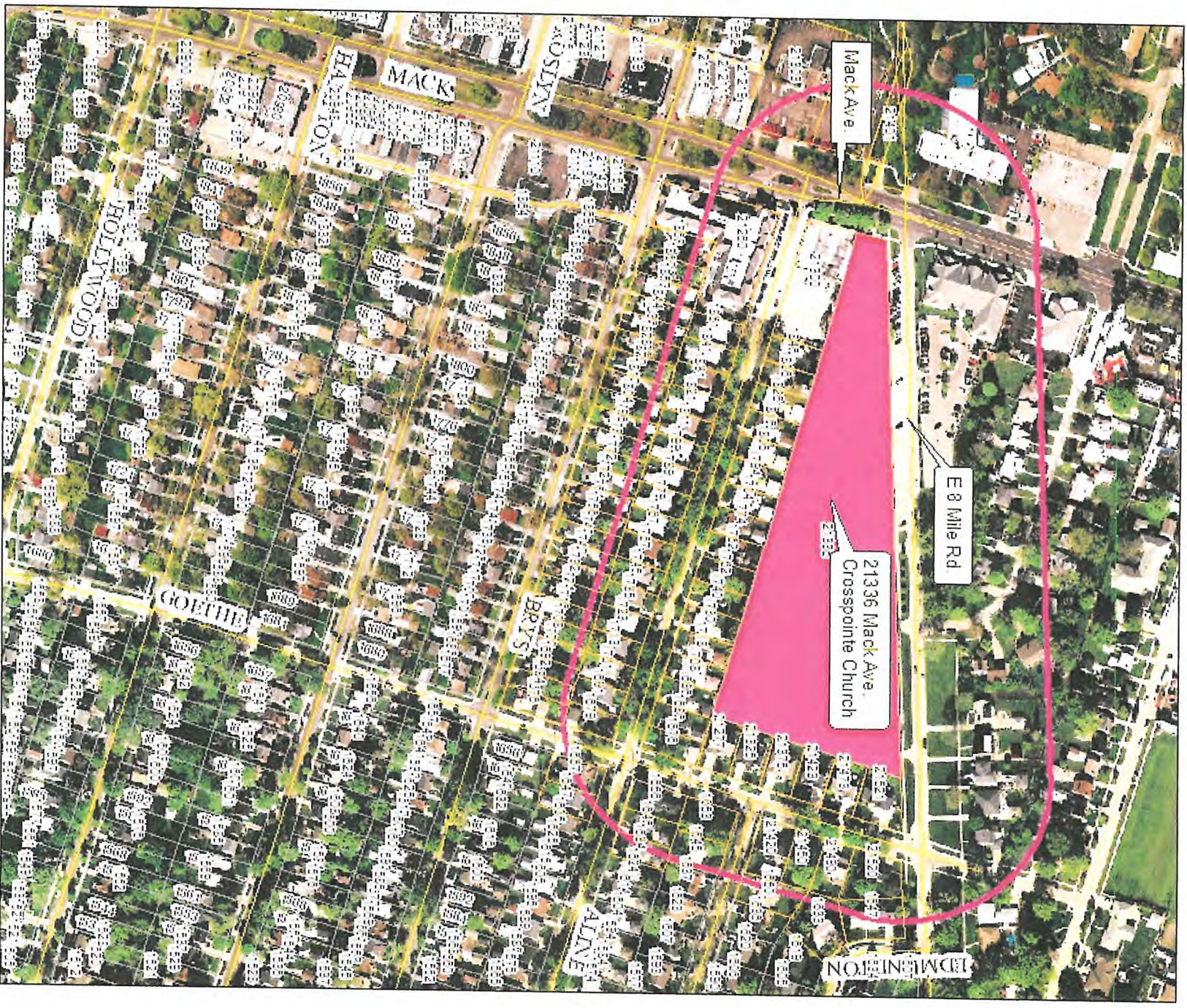
INFORMATION TECHNOLOGY DEPARTMENT  
 Geographic Information Systems (GIS) Division

Subject: Color Imagery

Date: 4/3/2009







COPYRIGHT 1999 - 2011  
 THE CITY OF GROVES POINTE WOODS, ILL.  
 COPYRIGHT 1999 - 2011  
 MAYNE COUNTY, ILL.  
 COPYRIGHT 1999 - 2011  
 ANDERSON, ECKSTEIN AND WESTRICK, INC.  
 ALL RIGHTS RESERVED



INFORMATION TECHNOLOGY DEPARTMENT  
 Geographic Information Systems (GIS) Division  
 Subject: Color Image  
 Date: 4-2-2003





AFFIDAVIT OF LEGAL PUBLICATION

# Grosse Pointe News

16980 Kercheval Avenue  
Grosse Pointe, Michigan 48230  
(313) 882-3500

COUNTY OF WAYNE  
STATE OF MICHIGAN, SS.

Shelley Owens

being duly sworn deposes and says that attached adverti

City of Grosse Pointe Woods

was duly published in accordance with instructions, in t  
the following date:

February 6, 2020

#2 GPW 2/6 Crosspointe Church

and knows well the facts stated herein, and that she  
said newspaper.

*Shelley Owens*

Subscribed and sworn to before me this 6th day of Feb

*Barbara Vethacke*

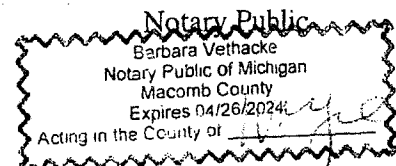
City of ~~Grosse Pointe Woods~~, Michigan

## NOTICE OF PUBLIC HEARING

Notice is hereby given that the Grosse Pointe Woods Planning Commission, under the provisions of Public Act 110 of 2006, MCL 125.3101 as amended, and Grosse Pointe Woods City Code of 2017 Section 50-339(2), will hold a Public Hearing on February 25, 2020, at 7:00 p.m. in the Council/Court Room of the Municipal Building, 20025 Mack Plaza Drive, Grosse Pointe Woods, MI 48236 regarding an Application for Site Plan Review and Special Land Use from Cross Pointe Christian Church, 21336 Mack Avenue, Grosse Pointe Woods, MI. The application involves construction of an addition of approximately 1,900 sq. ft. for an elevator, elevator equipment room, and office. This proposal requires Special Land Use approval pursuant to Secs. 50-32 and Site Plan Review requirements in accordance with Sections 50-34 through 50-42 of the Grosse Pointe Woods Code. The Planning Commission's recommendation is subject to City Council approval to be scheduled at a later date. Agenda documents are available for inspection at the City Clerk's Office, 20025 Mack Plaza, between 8:30 a.m. and 5:00 p.m., Monday through Friday. All interested persons are invited to attend and will be given opportunity for public comment. The public may appear in person or be represented by counsel. Written comments will be received in the City Clerk's office, up to the close of business preceding the hearing. A group spokesperson is encouraged on agenda items concerning organized groups. Individuals with disabilities requiring auxiliary aids or services at the meeting should contact the Grosse Pointe Woods Clerk's Office at 313 343-2440 seven days prior to the meeting.

**Lisa Kay Hathaway**  
City Clerk

G.P.N.: 2/6/2020



## AFFIDAVIT OF PROPERTY OWNERS NOTIFIED

Re: 21336 Mack Ave.  
Crossepointe Church

State of Michigan )  
 ) ss.  
County of Wayne )

**I HEREBY CERTIFY that the notice of Hearing was duly mailed First Class Mail on 02/06/20 to the following property owners within a 300 foot radius of the above property in accordance with the provisions of the 2017 City Code of Grosse Pointe Woods. A Hearing fee of \$500.00 has been received.**

**Lisa Kay Hathaway, CMMC/MMC**  
**City Clerk**

**See attached document for complete list.**

## City of Grosse Pointe Woods, Michigan

**Notice is hereby given** that the Grosse Pointe Woods Planning Commission, under the provisions of Public Act 110 of 2006, MCL 125.3101 as amended, and Grosse Pointe Woods City Code of 2017 Section 50-339(2), will hold a Public Hearing on February 25, 2020, at 7:00 p.m. in the Council/Court Room of the Municipal Building, 20025 Mack Plaza Drive, Grosse Pointe Woods, MI 48236 regarding an Application for Site Plan Review and Special Land Use from Cross Pointe Christian Church, 21336 Mack Avenue, Grosse Pointe Woods, MI. The application involves construction of an addition of approximately 1,900 sq. ft. for an elevator, elevator equipment room, and office. This proposal requires Special Land Use approval pursuant to Secs. 50-32 and Site Plan Review requirements in accordance with Sections 50-34 through 50-42 of the Grosse Pointe Woods Code. The Planning Commission's recommendation is subject to City Council approval to be scheduled at a later date. Agenda documents are available for inspection at the City Clerk's Office, 20025 Mack Plaza, between 8:30 a.m. and 5:00 p.m., Monday through Friday. All interested persons are invited to attend and will be given opportunity for public comment. The public may appear in person or be represented by counsel. Written comments will be received in the City Clerk's office, up to the close of business preceding the hearing. A group spokesperson is encouraged on agenda items concerning organized groups. Individuals with disabilities requiring auxiliary aids or services at the meeting should contact the Grosse Pointe Woods Clerk's Office at 313 343-2440 seven days prior to the meeting.

Lisa Kay Hathaway  
City Clerk



ownersname	ownersna_1	ownersname2	ownerstreet	ownercity	ownerstate	ownerzipco	propertyst
VDG MACK AVE LLC		VDG MACK AVE LLC	399 FISHER RD	GROSSE POINTE	MI	48230	21300 MACK AVE
		OCCUPANT	21300 MACK AVE	GROSSE POINTE WOODS	MI	48236	
RABAUT VINCENT C	RABAUT LYNDA M	VINCENT AND LYNDA RABAUT	246 HILLCREST AVE	GROSSE POINTE FARMS	MI	48236-3109	1846 ALINE DR
		OCCUPANT	1846 ALINE	GROSSE POINTE WOODS	MI	48236	1846 ALINE DR
PATROSSO, GARY		GARY PATROSSO	1647 EDMUNDTON DR	GROSSE POINTE WOODS	MI	48236	1647 EDMUNDTON DR
OHORODNIK JULIUS M		JULIUS OHORODNIK	21520 GOETHE ST	GROSSE POINTE WOODS	MI	48236	21520 GOETHE ST
MCASLAN SCOTT		SCOTT MCASLAN	21521 GOETHE ST	GROSSE POINTE WOODS	MI	48236	21521 GOETHE ST
CROSSPOINTE CHRISTIAN CHURCH		CROSSPOINTE CHRISTIAN CHURCH	21336 MACK AVE	GROSSE POINTE WOODS	MI	48236	21336 MACK AVE
HAWKSLEY CHRISTOPHER	HAWKSLEY LII-MIIN	CHRISTOPHER AND LII-MIIN HAWKSLEY	21473 GOETHE ST	GROSSE POINTE WOODS	MI	48236	21473 GOETHE ST
HOGAN JAMES	HOGAN GEORGETTE	JAMES AND GEORGETTE HOGAN	21490 GOETHE ST	GROSSE POINTE WOODS	MI	48236	21490 GOETHE ST
MICHAELS, BRAD - STEPHANIE		BRAD AND STEPHANIE MICHAELS	1633 EDMUNDTON DR	GROSSE POINTE WOODS	MI	48236	1633 EDMUNDTON DR
LEONE ANDREW	LEONE DIANA	ANDREW AND DIANA LEONE	21423 GOETHE ST	GROSSE POINTE WOODS	MI	48236	21423 GOETHE ST
RICHARDS PAUL E	RICHARDS DIANE M	PAUL AND DIANE RICHARDS	21450 GOETHE ST	GROSSE POINTE WOODS	MI	48236	21450 GOETHE ST
DIRITA VITTORIO	DIRITA ISABELLE	VITTORIO AND ISABELLE DIRITA	1836 ALINE DR	GROSSE POINTE WOODS	MI	48236	1836 ALINE DR
FILIPOWICZ LEON-HANNA		LEON AND HANNA FILIPOWICZ	1650 BLAIRMoor CT	GROSSE POINTE WOODS	MI	48236	1650 BLAIRMoor CT
SUTTON KIMBERLY K		KIMBERLY SUTTON	21375 GOETHE ST	GROSSE POINTE WOODS	MI	48236	21375 GOETHE ST
HOGAN, SEAN - RENEE		SEAN AND RENEE KRISHNAN	1826 ALINE DR	GROSSE POINTE WOODS	MI	48236	1826 ALINE DR
KRISHNAN MURALI	KRISHNAN LATHA	MURALI AND LATHA KRISHNAN	1816 ALINE DR	GROSSE POINTE WOODS	MI	48236	1816 ALINE DR
RAFAILL DENNIS		DENNIS RAFAILL	21420 GOETHE ST	GROSSE POINTE WOODS	MI	48236	21420 GOETHE ST
SLIWINSKI ANTHONY & BURKE THERESE		ANTHONY SLIWINSKI AND THERESE BURKE	1784 ALINE DR	GROSSE POINTE WOODS	MI	48236	1784 ALINE DR
RADKE JEFFREY	RADKE LAUREN	JEFFREY AND LAUREN RADKE	21325 GOETHE ST	GROSSE POINTE WOODS	MI	48236	21325 GOETHE ST
TALLAREK GLEN E		GLEN TALLAREK	1774 ALINE DR	GROSSE POINTE WOODS	MI	48236	1774 ALINE DR
ROWLETT JOSEPHINE A		JOSEPHINE ROWLETT	1762 ALINE DR	GROSSE POINTE WOODS	MI	48236	1762 ALINE DR
MCKEAN IDA		IDA MCKEAN	1752 ALINE DR	GROSSE POINTE WOODS	MI	48236	1752 ALINE DR
CLARK LISA L		LISA CLARK	1740 ALINE DR	GROSSE POINTE WOODS	MI	48236	1740 ALINE DR
KLINGBAIL, ROBERT A - SARA		ROBERT AND SARA KLINGBAIL	21277 GOETHE ST	GROSSE POINTE WOODS	MI	48236	21277 GOETHE ST
CHOMIS DONALD R II		DONALD CHOMIS II	1851 ALINE DR	GROSSE POINTE WOODS	MI	48236	1851 ALINE DR
LENTINE ANNA A		ANNA LENTINE	1730 ALINE DR	GROSSE POINTE WOODS	MI	48236	1730 ALINE DR
FORD BENJAMIN E & COLLEEN M		BENJAMIN AND COLLEEN FORD	1653 BLAIRMoor CT	GROSSE POINTE WOODS	MI	48236	1653 BLAIRMoor CT
GERANGAYA BERNARD JOVIR		BERNARD GERANGAYA	1841 ALINE DR	GROSSE POINTE WOODS	MI	48236	1841 ALINE DR
BARTOLD LAURENCE	BARTOLD MARIA	LAURENCE AND MARIA BARTOLD	1718 ALINE DR	GROSSE POINTE WOODS	MI	48236	1718 ALINE DR
KRONNER JOHN M	KRONNER JILLIAN M	JOHN AND JILLIAN KRONNER	1645 BLAIRMoor CT	GROSSE POINTE WOODS	MI	48236	1645 BLAIRMoor CT
PRESTON ERIC		ERIC PRESTON	1831 ALINE DR	GROSSE POINTE WOODS	MI	48236	1831 ALINE DR
JANUTOL, PETER - BARBARA		PETER AND BARBARA JANUTOL	1708 ALINE DR	GROSSE POINTE WOODS	MI	48236	1708 ALINE DR
MARTENCO, ALEXEI-PARTALIS, CHRISTINA		ALEXEI-PARTALIS AND CHRISTINA MARTENCO	1821 ALINE DR	GROSSE POINTE WOODS	MI	48236	1821 ALINE DR
TOMCZAK LOUIS F		LOUIS TOMCZAK	1696 ALINE DR	GROSSE POINTE WOODS	MI	48236	1696 ALINE DR
PRESTON SHELBY		SHELBY PRESTON	1811 ALINE DR	GROSSE POINTE WOODS	MI	48236	1811 ALINE DR
KENT STEPHEN BARRY		STEPHEN KENT	1686 ALINE DR	GROSSE POINTE WOODS	MI	48236	1686 ALINE DR
DECREAENE ROBERT J	DECREAENE JULIE K	ROBERT AND JULIE DECREAENE	1799 ALINE DR	GROSSE POINTE WOODS	MI	48236	1799 ALINE DR
HAERENS VICTOR G		VICTOR HAERENS	1676 ALINE DR	GROSSE POINTE WOODS	MI	48236	1676 ALINE DR
YAMIN TRACY		TRACY YAMIN	1860 BRYN DR	GROSSE POINTE WOODS	MI	48236	1860 BRYN DR
SULLIVAN THOMAS		THOMAS SULLIVAN	1852 BRYN DR	GROSSE POINTE WOODS	MI	48236	1852 BRYN DR
TELEGADAS, JAMES-SOPHIA (TRUST)		JAMES AND SOPHIA TELEGADAS (TRUST)	1779 ALINE DR	GROSSE POINTE WOODS	MI	48236	1789 ALINE DR
PARRAVANO, CYNTHIA		CYNTHIA PARRAVANO	1844 BRYN DR	GROSSE POINTE WOODS	MI	48236	1844 BRYN DR
TELGADAS, JAMES-SOPHIA		JAMES AND SOPHIA TELEGADAS	1779 ALINE DR	GROSSE POINTE WOODS	MI	48236	1779 ALINE DR
BANOVIC, JULIE - GAIL		JULIE - GAIL BANOVIC	1656 ALINE DR	GROSSE POINTE WOODS	MI	48236	1656 ALINE DR
LIVRNOIS JOHN		JOHN LIVRNOIS	1836 BRYN DR	GROSSE POINTE WOODS	MI	48236	1836 BRYN DR
CURRAN MAUREEN E		MAUREEN CURRAN	1767 ALINE DR	GROSSE POINTE WOODS	MI	48236	1767 ALINE DR
CASINELLI MARIELLA		MARIELLA CASINELLI	1646 ALINE DR	GROSSE POINTE WOODS	MI	48236	1646 ALINE DR
BERTOLINI PETER		PETER BERTOLINI	1828 BRYN DR	GROSSE POINTE WOODS	MI	48236	1828 BRYN DR
HERMAN FREDERICK G	HERMAN VICKI	FREDERICK AND VICKI HERMAN	1757 ALINE DR	GROSSE POINTE WOODS	MI	48236	1757 ALINE DR
BRADLEY ROBERT		ROBERT BRADLEY	1820 BRYN DR	GROSSE POINTE WOODS	MI	48236	1820 BRYN DR
ELICH, ALICIA ANN		ALICIA ELICH	1634 ALINE DR	GROSSE POINTE WOODS	MI	48236	1634 ALINE DR
SAHADI PAUL	SAHADI KAREN	PAUL AND KAREN SAHADI	1812 BRYN DR	GROSSE POINTE WOODS	MI	48236	1812 BRYN DR
WHITLEY ANDREW DOUGLAS		ANDREW WHITLEY	1745 ALINE DR	GROSSE POINTE WOODS	MI	48236	1745 ALINE DR
HOFFMAN JOHN T		JOHN HOFFMAN	1804 BRYN DR	GROSSE POINTE WOODS	MI	48236	1804 BRYN DR
PRYOR MARGARET E (LIFE ESTATE)		MARGARET PRYOR	1735 ALINE DR	GROSSE POINTE WOODS	MI	48236	1735 ALINE DR
LANZA CHERON		CHERON LANZA	1796 BRYN DR	GROSSE POINTE WOODS	MI	48236	1796 BRYN DR
KASZA GEORGE J		GEORGE KASZA	1723 ALINE DR	GROSSE POINTE WOODS	MI	48236	1723 ALINE DR
KLINE KENNETH J	KLINE CHRISTINE	KENNETH AND CHRISTINE KLINE	1788 BRYN DR	GROSSE POINTE WOODS	MI	48236	1788 BRYN DR
HIGGINS ILONA K	MELISE ANNE M	ILONA HIGGINS AND ANNE MELISE	1772 BRYN DR	GROSSE POINTE WOODS	MI	48236	1772 BRYN DR
SCHULTZ PATRICIA A		PATRICIA SCHULTZ	1713 ALINE DR	GROSSE POINTE WOODS	MI	48236	1713 ALINE DR
KERBY PAUL R		PAUL KERBY	1701 ALINE DR	GROSSE POINTE WOODS	MI	48236	1701 ALINE DR
DONOVAN JOHN A	MELISE ANNE M	JOHN DONOVAN AND ANNE MELISE	1764 BRYN DR	GROSSE POINTE WOODS	MI	48236	1764 BRYN DR
BERGER BRUCE C		BRUCE BERGER	1691 ALINE DR	GROSSE POINTE WOODS	MI	48236	1691 ALINE DR

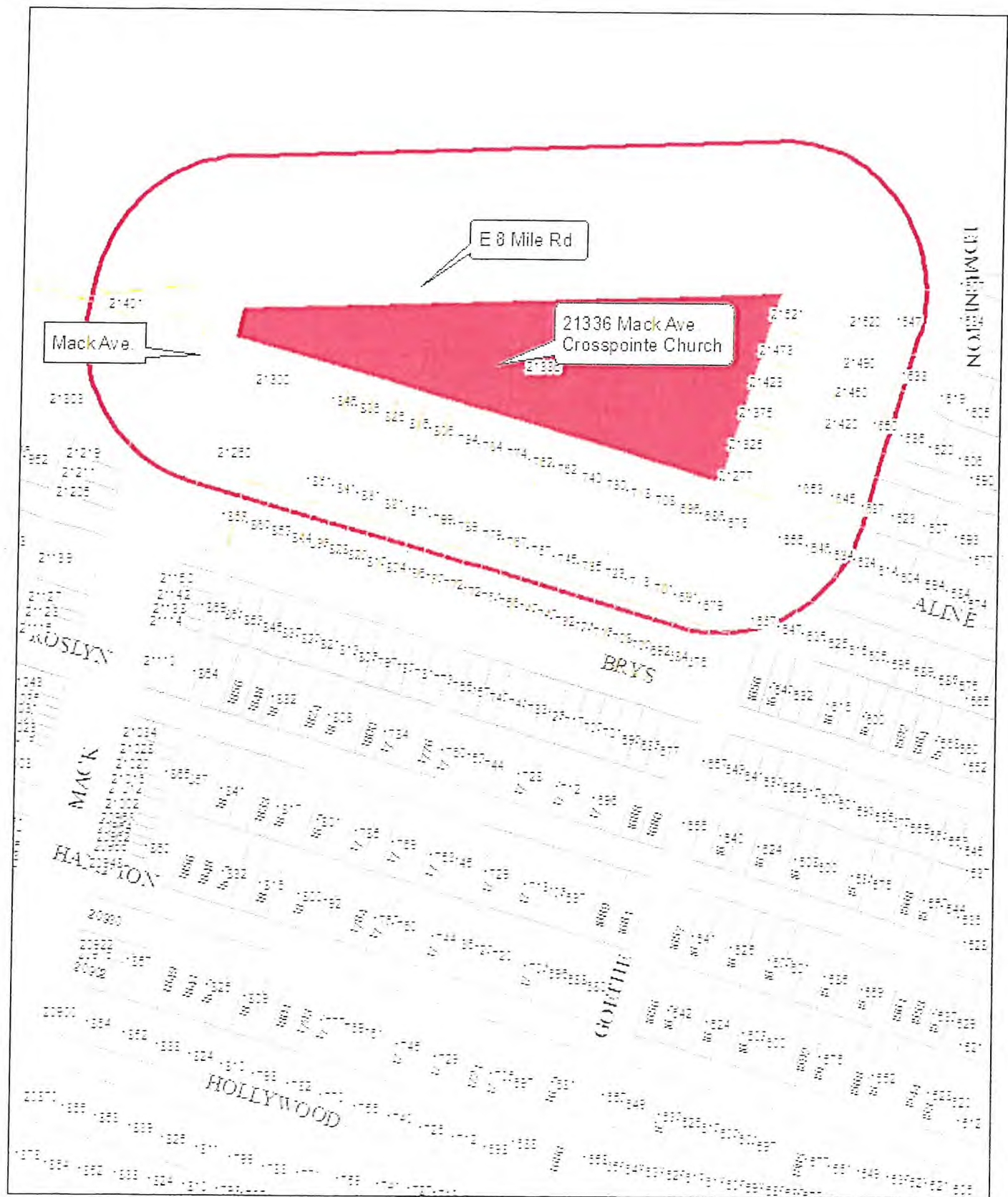


ownersname	ownersna_1	ownersname2	ownerstreet	ownercity	ownerstate	ownerzipco	propertyst
HOGAN ALLISON		ALLISON HOGAN	1756 BRYN DR	GROSSE POINTE WOODS	MI	48236	1756 BRYN DR
JOSEPH, JENNIFER		JENNIFER JOSEPH	839 COOK	GROSSE POINTE WOODS	MI	48236	1748 BRYN DR
BETZLER ROBERT	BETZLER HOLLY	ROBERT AND HOLLY BETZLER	1679 ALINE DR	GROSSE POINTE WOODS	MI	48236	1679 ALINE DR
RUBART, ASHLEY		ASHLEY RUBART	1740 BRYN DR	GROSSE POINTE WOODS	MI	48236	1740 BRYN DR
ROZEWSKI CHRISTOPHER		CHRISTOPHER ROZEWSKI	1732 BRYN DR	GROSSE POINTE WOODS	MI	48236	1732 BRYN DR
DUNCAN WILLIAM		WILLIAM DUNCAN	1657 ALINE DR	GROSSE POINTE WOODS	MI	48236	1657 ALINE DR
DESMET LINDA		LINDA DESMET	1724 BRYN DR	GROSSE POINTE WOODS	MI	48236	1724 BRYN DR
THORN LINDA L		LINDA THORN	1647 ALINE DR	GROSSE POINTE WOODS	MI	48236	1647 ALINE DR
DOYLE, STEPHEN D		STEPHEN DOYLE	1716 BRYN DR	GROSSE POINTE WOODS	MI	48236	1716 BRYN DR
LEONG WAGNER & ROBIN L		WAGNER AND ROBIN LEONG	1708 BRYN DR	GROSSE POINTE WOODS	MI	48236	1708 BRYN DR
ORLANDO FREDERICK V		FREDERICK ORLANDO	1700 BRYN DR	GROSSE POINTE WOODS	MI	48236	1700 BRYN DR
BOLLENBERG JESSICA		JESSICA BOLLENBERG	1692 BRYN DR	GROSSE POINTE WOODS	MI	48236	1692 BRYN DR
SILLERY SUZANNE		SUZANNE SILLERY	1684 BRYN DR	GROSSE POINTE WOODS	MI	48236	1684 BRYN DR
MURPHY GEORGE J		GEORGE MURPHY	1676 BRYN DR	GROSSE POINTE WOODS	MI	48236	1676 BRYN DR
RICHARDS, ROBERT M - CHRISTINA M		ROBERT AND CHRISTINA RICHARDS	1806 ALINE DR	GROSSE POINTE WOODS	MI	48236	1806 ALINE DR
WRIGHT, JACOB-JENNIFER		JACOB AND JENNIFER WRIGHT	1794 ALINE DR	GROSSE POINTE WOODS	MI	48236	1794 ALINE DR
COMERICA BANK		COMERICA BANK	2800 POST OAK BLVD STE 4200	HOUSTON	TX	77056	21303 MACK AVE
		OCCUPANT	21303 MACK AVE	GROSSE POINTE WOODS	MI	48236	
POTOMAC ACQUISITION LLC		POTOMAC ACQUISITION LLC	4500 DORR ST	TOLEDO	OH	43615	21401 MACK AVE
		OCCUPANT	21401 MACK AVE	GROSSE POINTE WOODS	MI	48236	
HEALTH CARE REIT INC		HEALTH CARE REIT INC	4500 DORR ST	TOLEDO	OH	43615	1868 BRYN DR
		OCCUPANT	1868 BRYN DR	GROSSE POINTE WOODS	MI	48236	
HEALTH CARE REIT INC		HEALTH CARE REIT INC	4500 DORR ST	TOLEDO	OH	43615	21260 MACK AVE
		OCCUPANT	21260 MACK AVE	GROSSE POINTE WOODS	MI	48236	
		POTOMAC ACQUISITION LLC	21401 GREATER MACK AVE	ST. CLAIR SHORES	MI	48080	
		GODFREY HAMMEL, DANNEELS & COMPANY	21420 GREATER MACK AVE	ST. CLAIR SHORES	MI	48080	
		ZABEL HOLDINGS LLC	21423 GREATER MACK AVE	ST. CLAIR SHORES	MI	48080	
		GROUP 27, LLC	21480 GREATER MACK AVE	ST. CLAIR SHORES	MI	48080	
		ADRAGNA, CHRIS/ MARY JO	22313 EDMUNTON ST	ST. CLAIR SHORES	MI	48080	
		SZEFLER, CYNTHIA ANN	22317 EDMUNTON ST	ST. CLAIR SHORES	MI	48080	
		DURNEY, ELAINE	22325 EDMUNTON ST	ST. CLAIR SHORES	MI	48080	
		MAJEWSKI, MICHAEL/SUSAN	22333 EDMUNTON ST	ST. CLAIR SHORES	MI	48080	
		PADMOS, LEONARD M/ LORI A	22417 EDMUNTON ST	ST. CLAIR SHORES	MI	48080	
		WOZNIAK, CLYDE J/BONNIE	22300 EDMUNTON ST	ST. CLAIR SHORES	MI	48080	
		CARDWELL, THOMAS/SARAH	22306 EDMUNTON ST	ST. CLAIR SHORES	MI	48080	
		KOWALEWSKI, DONALD/JOAN - TRUST	22324 EDMUNTON ST	ST. CLAIR SHORES	MI	48080	
		NIKLOWICZ, JR., WALTER/LINDA	22310 EDMUNTON ST	ST. CLAIR SHORES	MI	48080	
		OCHALEK, MICHAEL	22406 EDMUNTON ST	ST. CLAIR SHORES	MI	48080	
		JAEBLON, GERALD	22414 EDMUNTON ST	ST. CLAIR SHORES	MI	48080	
		DELODDER, GLENN	22440 EDMUNTON ST	ST. CLAIR SHORES	MI	48080	
		MOONEY REAL ESTATE HOLDINGS	22410 OVERLAKE ST	ST. CLAIR SHORES	MI	48080	
		MOONEY REAL ESTATE HOLDINGS	22428 OVERLAKE ST	ST. CLAIR SHORES	MI	48080	
		MARKIELEWICZ, PATRICK/SANDRA	22441 EDMUNTON ST	ST. CLAIR SHORES	MI	48080	
		BOBER, GREGORY D.	22421 EDMUNTON ST	ST. CLAIR SHORES	MI	48080	
		COLLINS, BRYCEN	22501 EDMUNTON ST	ST. CLAIR SHORES	MI	48080	
		BALLARD, DANNY/KATHRYN	22449 EDMUNTON ST	ST. CLAIR SHORES	MI	48080	
		MALLON, KAROL	22432 OVERLAKE ST	ST. CLAIR SHORES	MI	48080	
		ALLEMON, RACHEL M.	22507 E 8 MILE RD	ST. CLAIR SHORES	MI	48080	
		BLOCH, TIMOTHY/NANCY	22440 OVERLAKE ST	ST. CLAIR SHORES	MI	48080	
		MIESEL, JESSICA A/ MOTT, RYAN W	22436 OVERLAKE ST	ST. CLAIR SHORES	MI	48080	
		DAVID, DANIEL	22500 OVERLAKE ST	ST. CLAIR SHORES	MI	48080	
		ALLEMON, DELFINA/LAWRENCE	22504 OVERLAKE ST	ST. CLAIR SHORES	MI	48080	
		MILLER, GARY/JENNIFER	22531 E 8 MILE RD	ST. CLAIR SHORES	MI	48080	
		ZEIGLER, DEANGELO/ TAKEISHA	22525 E 8 MILE RD	ST. CLAIR SHORES	MI	48080	
		HORRIE, MARY	22519 E 8 MILE RD	ST. CLAIR SHORES	MI	48080	
		ZADA, FREDERICK M/JENNIFER	22513 E 8 MILE RD	ST. CLAIR SHORES	MI	48080	
		SCHWARTZ, AGNES M - TRUST	22508 OVERLAKE ST	ST. CLAIR SHORES	MI	48080	
		BERCH, ADRIAN/ELIZABETH	22512 OVERLAKE ST	ST. CLAIR SHORES	MI	48080	
		GIROUX JR., LAWRENCE	22516 OVERLAKE ST	ST. CLAIR SHORES	MI	48080	
		ADAMS JR, ERIC	22520 OVERLAKE ST	ST. CLAIR SHORES	MI	48080	
		MOONEY, THOMAS JOHN	22530 OVERLAKE ST	ST. CLAIR SHORES	MI	48080	
		MASSERANG, JOHN/JACQUELINE	22601 E 8 MILE RD	ST. CLAIR SHORES	MI	48080	
		BAUER, KATHLEEN R/THOMAS	22600 OVERLAKE ST	ST. CLAIR SHORES	MI	48080	
		WATERS, JOSEPH W/TAWANA M	22619 E 8 MILE RD	ST. CLAIR SHORES	MI	48080	
		CARLSON, AMY	22624 OVERLAKE ST	ST. CLAIR SHORES	MI	48080	

21336 Mack Ave. - 300' Radius

ownersname	ownersna_1	ownersname2	ownerstreet	ownercity	ownerstate	ownerzipco	propertyst
		PERLOTTO, LISA G.	22630 OVERLAKE ST	ST. CLAIR SHORES	MI	48080	





Copyright © 1996 - 2011  
 The City of Crosspointe Woods, MI  
 Copyright © 1996 - 2011  
 Wayne County, MI  
 Copyright © 1996 - 2011  
 Anderson, Eckstein and Westrick, Inc.  
 All rights reserved.



INFORMATION TECHNOLOGY DEPARTMENT  
 Geographic Information Systems (GIS) Division

Subject: Data Imagery

Date: 4-9-2013










**CITY OF GROSSE POINTE WOODS**  
**Building Department**  
**MEMORANDUM**

**DATE:** February 19, 2020

**TO:** Planning Commission

**FROM:** Gene Tutag, Building Inspector 

**SUBJECT:** Public Hearing for Special Land Use/Site Plan Review:  
Crosspointe Christian Church, 21336 Mack Avenue

---

Attached for your consideration is a request for a Special Land Use Permit/Site Plan Review for the construction of a 1,905 square foot addition to the existing building. The project is on the east side of Mack Ave at Crosspointe Christian Church campus, 21336 Mack Avenue. The proposed use of the addition will include an elevator and office space.

The Crosspointe Christian Church is located within the C.F. Community Facilities District. Grosse Pointe Woods Ordinance, Section 50-339(2) states that: "Upon approval of the planning commission, after a public hearing with notice and site plan review as required by this chapter, any of the following existing uses may be expanded by the erection of additions to existing structures or by the erection of additional structures upon properties situated in community facilities districts as described in the zoning map as amended by this chapter and in accordance with the metes and bounds descriptions on file in the office of the division of safety inspection, and upon compliance with the provisions of this chapter. In giving such approval, the planning commission may impose, in addition to other conditions allowable by law, any reasonable restrictions or requirements so as to ensure that the contiguous residential areas will be adequately protected, and also may require the dedication of lands for street and alley purposes which, in the commission's opinion, is necessary to provide adequately for vehicular traffic movement and off-street parking."

The procedure we are following is listed in Section #50-32 Special Land Use Approval, and the Site Plan Review Requirements specified in Sections #50-34 thru #50-42.

With regard to Special Land Use Approval, Section #50-32(6) indicates that the Planning Commission is required to "pass a resolution setting forth its findings regarding the standards set forth in this chapter, and shall recommend to the City Council approval, approval with conditions, or disapproval with its reasons". Accordingly, the Planning Commission makes recommendations and then the application is forwarded to the City Council for a second public hearing and subsequent approval or denial.

In accordance with Section #50-36(a), a pre-application meeting with the applicant was held on December 17, 2019. Due to the project's complexity, it will be considered a minor project.

The proposed development is surrounded by property zoned R-1D to the south and East, B-2 and RA St Clair Shores to the North, and C commercial to the West.

The Crosspointe Christian Church's addition will be compliant with existing zoning regulations, the Future Land Use Plan, and the City's Master Plan.

Parking: 231 off-street parking spaces are in the existing parking lot and 44 angle on-street spaces are found along East Eight Mile Rd for a total of 275 spaces the parking required for this use is 112 spaces per Section 50-530 (8) b. 1.and 3. Activities that will take place in the new addition will have no increase on parking demand so no increase in parking demand or traffic is expected.

Public Safety: Our Public Safety Department has reviewed the plans. Signage, Fire Department access, fire hydrants and traffic concerns have been reviewed, and according to the attached correspondence, there are no concerns with the project moving forward.

Public Services: Public Services has also reviewed the plans and have indicated the new building addition will have no impact on the Department of Public Works or utilities.

Lighting: The plan submitted does not show any changes to existing or new lighting on the building or to the site.

Architecture: The applicant is proposing a 1905 square foot addition to the existing building. The front elevation of the addition is visible from Eight Mile Rd Road. The addition is proposed as glass, metal, face brick, masonry, and metal panels all matching the materials on the building. A materials board will be provided at the meeting.

Elevations: The proposed addition will only effect the north elevation the rest of the building will remain unchanged. The roof-mounted mechanical equipment is located on the north roof of the building and is screened from view.

Landscaping: The landscape plan including a Japanese Maple Tree, Boxwoods, Myrtle and Mulch are shown as foundation plantings along the perimeter of the new addition. The proposed landscaping is compliant with landscape requirements for this project.

<u>Zoning Compliance:</u>	<u>Allowed</u>	<u>Proposed</u>
<b>Building Setback:</b>		
North Side Yard:	75"	96'
Proposed Addition Building Height:	35'	16'

It is the intent of the Special Land Use review to provide an analysis of such uses so that the community is assured that the uses are compatible with their locations and surrounding land uses and the requirements of Chapter #50.

Finding that the plan complies with the criteria of Sections #50-32 and #50-34 thru #50-43, for Special Land Uses and Site Plan approval have been met and the design is compatible with the location and proposed use, staff recommends the Planning Commission adopt the resolution recommending approving of this request to City Council for Special Land Use and Site Plan Review, subject to the recommended conditions of the approval. If the Commission finds the application is not in compliance, a resolution recommending the application not be approved is also included.

#### RECOMMENDED CONDITIONS OF APPROVAL:

1. Construction of the project is commenced within 6 months and completed within one year of approval date.



**CROSSPOINTE CHURCH**  
**21336 MACK**











**THE CITY OF GROSSE POINTE WOODS  
PLANNING COMMISSION RESOLUTION APPROVING  
CROSS POINTE CHRISTIAN CHURCH'S SPECIAL LAND USE AND  
SITE PLAN REVIEW**

Minutes of a regular meeting of the Planning Commission of the City of Grosse Pointe Woods, County of Wayne, State of Michigan, held on February 25, 2020 at 7:00 o'clock p.m., Eastern Standard Time.

PRESENT: Members \_\_\_\_\_

ABSENT: Member \_\_\_\_\_

The following preamble and resolution were offered by Member \_\_\_\_\_ and seconded by Member \_\_\_\_\_.

**WHEREAS**, Cross Pointe Christian Church ("Petitioner") has submitted an application for Special Land Use and Site Plan Review for an addition to an existing building; and,

**WHEREAS**, Section 50-339(2) requires approval of the Planning Commission after a public hearing if existing uses are expanded within the community facilities district; and,

**WHEREAS**, Section 50-34 requires a site plan review for remodeling or additions to existing structures, and site plans are subject to review by the City Council if located in a community facilities district.

**NOW THEREFORE IT IS HEREBY RESOLVED** that:

1. The Planning Commission recommends approval of the special land use and site plan as submitted.
2. The Planning Commission adopts the findings and conclusions as referenced in Mr. Tutag's memo dated February 19, 2020.
3. The approval is based on the conditions referenced in Mr. Tutag's memo as follows:  
Construction of the project is commenced within 6 months and completed within one year of approval date.
4. Immediate Certification: This motion is immediately certified.

AYES:

NAYS:

ABSENT:

RESOLUTION DECLARED ADOPTED \_\_\_\_\_

**CERTIFICATION**

I, \_\_\_\_\_, do hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the Grosse Pointe Woods Planning Commission on \_\_\_\_\_, 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 have been kept and will be, or have been, made available as required by said Act.

\_\_\_\_\_



**THE CITY OF GROSSE POINTE WOODS  
PLANNING COMMISSION RESOLUTION DENYING  
CROSS POINTE CHRISTIAN CHURCH'S SPECIAL LAND USE AND  
SITE PLAN REVIEW**

Minutes of a regular meeting of the Planning Commission of the City of Grosse Pointe Woods, County of Wayne, State of Michigan, held on February 25, 2020 at 7:00 o'clock p.m., Eastern Standard Time.

PRESENT: Members \_\_\_\_\_

ABSENT: Member \_\_\_\_\_

The following preamble and resolution were offered by Member \_\_\_\_\_ and seconded by Member \_\_\_\_\_.

**WHEREAS**, Cross Pointe Christian Church ("Petitioner") has submitted an application for Special Land Use and Site Plan Review for an addition to an existing building; and,

**WHEREAS**, Section 50-339(2) requires approval of the Planning Commission after a public hearing if existing uses are expanded within the community facilities district; and,

**WHEREAS**, Section 50-34 requires a site plan review for remodeling or additions to existing structures, and site plans are subject to review by the City Council if located in a community facilities district.

**NOW THEREFORE IT IS HEREBY RESOLVED** that:

1. The Planning Commission recommends denial of the special land use and site plan as submitted.
2. The Planning Commission finds that the site plan review requirements as specified in Sections 50-34 through 50-42 have not been met in the following specifics:
3. Immediate Certification: This motion is immediately certified.

AYES:

NAYS:

ABSENT:

RESOLUTION DECLARED ADOPTED \_\_\_\_\_

**CERTIFICATION**

I, \_\_\_\_\_, do hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the Grosse Pointe Woods Planning Commission on \_\_\_\_\_, 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 have been kept and will be, or have been, made available as required by said Act.

---

MEMO 20-05

TO: Gene Tutag, City Building Official  
FROM: Frank Schulte, Director of Public Services *F.S.*  
DATE: February 1, 2020  
SUBJECT: Crosspointe Christian Church Site Plan Approval

The Assistant Director of Public Services, Jim Kowalski, and I have reviewed the proposed site plan for Crosspointe Christian Church located at 21336 Mack Ave, Grosse Pointe Woods, MI 48236. The new building addition will have no impact on the Department of Public Works or utilities.

Please contact me if you have any questions.

cc Bruce Smith  
O/F



## **CITY OF GROSSE POINTE WOODS DEPARTMENT OF PUBLIC SAFETY**

**Date:** February 12<sup>th</sup>, 2020

**To:** Gene Tutag, Building Official

**From:** John G. Kosanke, Director of Public Safety

**Subject:** Crosspointe Christian Church Site Plan Review

---

Fire Inspector/Sergeant Joseph Provost and I have both reviewed the site plans for the addition to Crosspointe Christian Church, located at 21336 Mack Avenue in Grosse Pointe Woods. Due to the involvement of an elevator, the construction plans will be sent to the State of Michigan for additional review.

During my review, I did not find any reason to deny the additions. I concur with Fire Inspector/Sergeant Provost, who submitted a memo recommending approval of the site plans.



**CITY OF GROSSE POINTE WOODS**  
**DEPARTMENT OF PUBLIC SAFETY**

*JOHN G. KOSANKE, Director*

20025 Mack Plaza

Grosse Pointe Woods, MI 48236-2397



TO: Director John Kosanke  
FROM: Sgt. Joseph Provost, Fire Inspector  
DATE: January 31, 2020  
SUBJECT: Site Plan Review for the CrossPointe Christian Church Addition

I have reviewed the Site Plan for the CrossPointe Christian Church Addition. The proposed building addition is an approximate 1,900 S.F. addition to the existing 19,330 S.F. building, making the new facility a 21,235 S.F. facility. This addition does not impact the access to the building with regard to the use of the existing Fire Lane, or Fire Apparatus placement. The locations of fire hydrants along E 8 Mile Rd are not affected by this project. A Knox Box System is currently in use by the facility. I will work with the contractor for the new placement of the Knox Box as the current Knox Box location will be affected during the project.

The existing building does have a fire alarm system, however it is not sprinkled. The new addition will be required to be monitored with a fire alarm system. I spoke with the Building Official Gene Tutag and he confirmed that while the addition is being built, the contractor will also be partitioning the building into two fire areas, less the 12,000 S.F., to comply with requirements for non-sprinklered maximum building areas. The details of the partitioning will be submitted in future construction plans for review and approval. Due to the involvement of an elevator, the construction plans will be sent to the State of Michigan for review and approval. I believe that all of the fire safety concerns have been addressed.

I recommend the approval of this site plan.

Respectfully,

A handwritten signature in black ink, appearing to read "Sgt. Joseph Provost", followed by a stylized mark that looks like "#5-4".

Sgt. Joseph Provost,  
Grosse Pointe Woods Fire Inspector

24 January 2020

Planning Commission  
City of Grosse Pointe Woods  
21336 Mack Avenue  
Grosse Pointe Woods, MI 48236

Re: Crosspointe Christian Church – Addition  
Site Plan Approval / Special Land Use  
Project No. 17205

Planning Commission:

Please add the following project to the February Planning Commission agenda. Crosspointe Christian Church, located at 21336 Mack Avenue, has submitted an application for Site Plan and Special Land Use Approvals for an addition to their existing facility.

The proposed addition is 1,905 square feet and is located on the northeast side of the existing building. This proposed space acts as a new main entrance. It contains a new lobby area as well as an elevator providing access to all three existing floor levels. Three offices are also included in the work scope, however, there are no additional staff members being employed. There will be minimal changes to the site directly adjacent to the proposed addition without any changes being made to the parking lot.

Thank you for your consideration in this regard.

Sincerely,  
Merritt Cieslak Design



Steven Schneemann  
Principal Architect



ARCHITECTURE | PLANNING

33610 Grand River Avenue | Farmington, Michigan 48335 | 248.374.0001 | [www.merrittcieslakdesign.com](http://www.merrittcieslakdesign.com)

**CITY OF GROSSE POINTE WOODS**  
Building Department  
20025 Mack Plaza, Grosse Pointe Woods, MI 48236  
Ph 313.343.2426/Fax 313.343.2439

**RECEIVED**  
NOV 26 2019  
CITY OF GROSSE PTE. WOODS  
BUILDING DEPT

**SITE PLAN REVIEW**  
**SPECIAL LAND USE**

**COMMERCIAL – Zoned As – Please Check One:**

- ( ) C-Commercial Business                      ( ) RO-1 – Restricted Office                      ( ) P-1 – Vehicular Parking  
(X) CF-Community Facilities                      ( ) C-2 High Intensity City Center

*PHIL GUZMANO -*

**Property Owner Name:** CROSSPOINTE CHRISTIAN CHURCH      **Date:** 11/26/19  
**GPW Property Address:** 21336 Mack Ave.      **e-mail:** philg@bettermade.com  
**Work#:** 313-925-4774 ex 109      **Home/Cell#:** N/A

**Contractor/Applicant Name:** Steve Schneemann - Merritt Cieslak Design  
**Telephone #** 248-374-0001      **Fax #** N/A      **Mobile/Cell #** N/A  
**Address:** 33610 Grand River Ave., Farmington, MI 48335  
**MI Builder's License #:** N/A      **MI Driver's License #:** N/A  
**e-mail address:** ss@mcarchitects.com

**SPECIFY NATURE OF PROPOSED WORK:**

ENTRY AND OFFICE ADDITION

ADDING A FIREWALL SEPARATION IN THE EXISTING BUILDING

MINIMAL SITE AND LANDSCAPING WORK DIRECTLY ADJACENT  
TO PROPOSED NEW ADDITION

**Value of Construction \$** 700,000.00

Section 23a of State Construction Code Act of 1972, No. 230 of the Public Acts of 1972, being Section 125.1523a of the Michigan Compiled Laws, prohibits a person from conspiring to circumvent the licensing requirements of the State relating to persons who are to perform work on a residential building or a residential structure. Violations of Section 23a are subject to civil fines.

**Applicant Signature:** \_\_\_\_\_

I hereby certify that the proposed work is authorized by the owner of record and that I have been authorized by the owner to make this application as his authorized agent and we agree to conform to all applicable laws of this jurisdiction.

Project: Crosspointe Christian Church Addition  
Address: 21336 Mack Ave.

Major ☐

Minor ☒

## SITE PLAN REVIEW MEETING CHECKLIST

INFORMATION	REQUIRED	RECEIVED	COMMENTS
SEAL of Registered Architect or Professional Engineer	_____	ON DRAWINGS	
LEGAL DESCRIPTION, Address & Zoning Information	_____	ON DRAWINGS	
TITLE BLOCK (Applicant's name, project name, preparer's name, drawing scale and date of original drawing, and any revisions)	_____	ON DRAWINGS	
SCALE: Drawn to a minimum of: 1" = 10' sites < 5 acres, 1" = 100' sites > 5 acres  Provide a General Location Map at a scale of: 4" = 1 mile, giving the site location.	_____	ON DRAWINGS greater than required	
EXISTING & PROPOSED TOPOGRAPHY drawn to at least 2' contour intervals shall be shown for sites of 1 acre or more. Topography on the site plan and within 100' of the site shall be included, referenced to a USGS benchmark.	_____	ON DRAWINGS	
EXISTING AND PROPOSED VEGETATION: Trees & shrubs shall be used on the site plan where the trees and shrubs exist or where such vegetation will be planted. All such trees and shrubs shall be labeled as to size and whether existing or proposed.	_____	ON DRAWINGS	
MATERIAL SAMPLES: List of primary exterior materials (i.e. brick, stone, roofing, paint chips). <i>Bring samples to the Planning Commission Meeting.</i>	_____	LIST ON DRAWINGS  MATERIALS WILL BE BROUGHT TO MEETING	



INFORMATION	REQUIRED	RECEIVED	COMMENTS
<p>ADDITIONAL DIMENSIONAL INFORMATION: The following additional information shall be required (all dimensional) for all site plans:</p> <ol style="list-style-type: none"> <li>1) Dimensioned floor plans.</li> <li>2) A survey showing existing lot lines, structures, parking areas and other improvements on the site and within 100 feet of the site.</li> <li>3) Dimensions and centerline of existing and proposed roads and right-of-ways.</li> <li>4) Acceleration, deceleration and passing lanes, where required.</li> <li>5) Proposed location of access drives and on-site driveways.</li> <li>6) Loading and unloading areas.</li> <li>7) Location of existing and proposed interior sidewalks and sidewalks in the right-of-way.</li> <li>8) Exterior lighting locations, and light pole detail and specifications. (NOTE: The Building Official or Planning Commission may also require a more detailed lighting plan and/or photometric studies to assure adequate protection of surrounding properties.)</li> <li>9) All utilities serving the area located on the site.</li> <li>10) Trash receptacle location and method of screening, including information detailing specific material samples that compliment the proposed construction.</li> <li>11) Transformer pad locations, mechanical equipment location, and method of screening.</li> </ol>	<p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>	<p>INCLUDED</p> <p>INCLUDED</p> <p>INCLUDED</p> <p>NOT REQ'D</p> <p>EXISTING</p> <p>EXISTING</p> <p>ON DRAWINGS</p> <p>EXISTING</p> <p>ON DRAWINGS</p> <p>EXISTING</p> <p>ON DRAWINGS</p>	

INFORMATION	REQUIRED	RECEIVED	COMMENTS
12) Location of front, side and rear setbacks, height restriction and yard dimensions.	_____	ON DRAWINGS	
13) Dimensioned parking spaces and parking coverage, preliminary drainage plan, drives and method of paving, and cross sections and details of all curbs and ramps.	_____	EXISTING	
14) Location of lawns and landmark trees, hardscape and landscape areas, including specific plant material proposed. <i>(A landmark tree is any tree that has a trunk over 12" in diameter as measured from 4.5' from the average ground level.)</i>	_____	ON DRAWINGS	
15) Greenbelt, wall or berm locations and cross sections.	_____	NOT REQ'D	
16) All existing and proposed easements.	_____	ON DRAWINGS	
17) Designation of fire lanes and fire hydrant locations.	_____	ON DRAWINGS - EXISTING	
18) Building elevations including location, height and outside dimensions of all proposed buildings and structures, including color renderings.	_____	INCLUDED	
19) Location, size, height and lighting of all proposed signs.	_____	EXISTING	
20) Swimming pool fencing details, including height and type of fence, if applicable.	_____	NOT REQ'D	

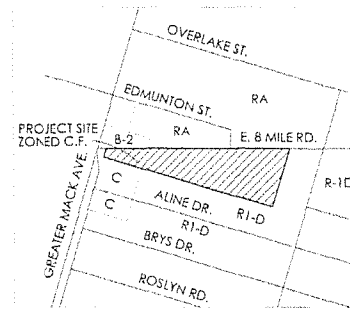
# BUILDING ADDITION AND INTERIOR IMPROVEMENTS SITE PLAN APPROVAL

# CROSSPOINTE CHRISTIAN CHURCH

21336 MACK AVE.  
GROSSE POINTE WOODS, MICHIGAN  
PROJECT NO. 17205



ARCHITECTURE | PLANNING



ZONING KEY  
C.F.= COMMUNITY FACILITIES  
R-1D= ONE-FAMILY RESIDENTIAL  
RA= SINGLE-FAMILY RESIDENTIAL  
C= COMMERCIAL BUSINESS  
B-2= COMMUNITY BUSINESS

## INDEX OF DRAWINGS

FRIG 1: BOUNDARY, TOPOGRAPHIC, AND TREE SURVEY  
K3D 2: BOUNDARY, TOPOGRAPHIC, AND TREE SURVEY  
AS-100: PARCEL, SITE AND SITE DEMOLITION PLANS  
AS-101: ENLARGED PARTIAL SITE AND LANDSCAPE PLAN AND DETAILS  
A-001: FLOOR PLANS  
A-001: BUILDING ELEVATIONS

ISSUED:  
DATE: 10/15/2014  
BY: J. CIESLAK

merritt  
cieslak  
design inc.

ARCHITECTURE | PLANNING

33419 Graham River  
Farmington Hills, Michigan 48335  
248.374.0001  
www.merrittcieslakdesign.com

PROJECT NO. 17205

DATE: 10/15/2014

ADDENDUM FOR:  
CROSSPOINTE  
CHRISTIAN  
CHURCH

21336 MACK AVE.  
GROSSE POINTE WOODS, MI

COVER SHEET  
AND DRAWING  
INDEX

These drawings are prepared by Merritt Cieslak Design, Inc. and are the property of Merritt Cieslak Design, Inc. They are to be used only for the project and site described herein. No part of these drawings may be reproduced or transmitted in any form or by any means electronic or mechanical, including photocopying, recording, or by any information storage and retrieval system, without permission in writing from Merritt Cieslak Design, Inc.

Project No. 17205  
Sheet No. G-000







PARTIAL SITE  
AND SITE  
DEMOLITION  
PLANS

ADDITION FOR  
CROSSPOINTE  
CHRISTIAN  
CHURCH  
11225 MACD AVE  
CROSSPOINTE WOODS, IN

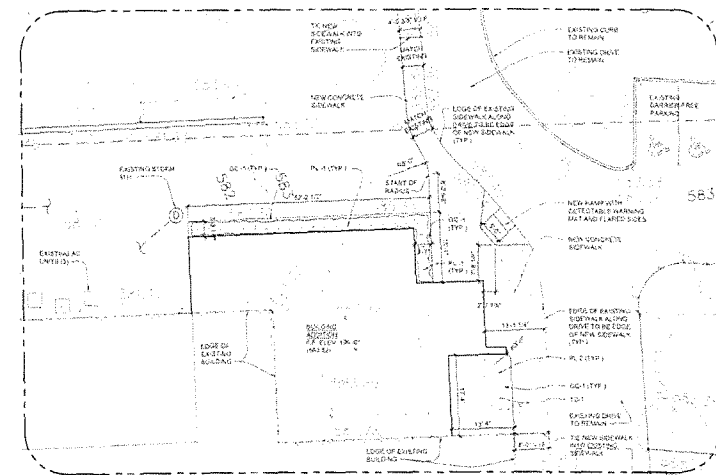
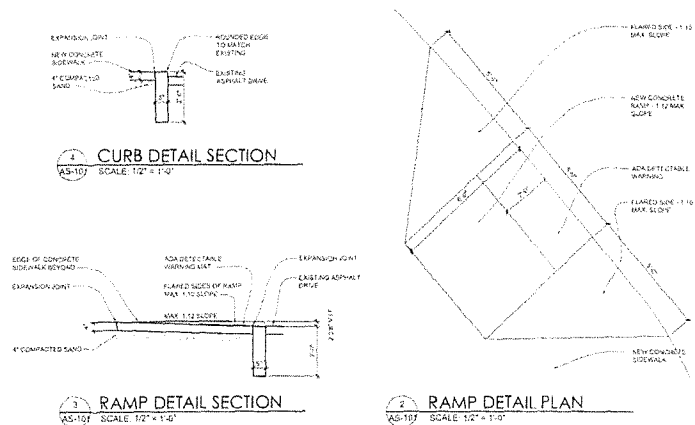
meritt  
creslak  
design

[illegible]

LANDSCAPING DEMONSTRATION SCHEDULE

44-38861-100

[illegible]



LANDSCAPE MATERIAL SCHEDULE

ITEM	QUANTITY	UNIT	REMARKS
PL-1	24	RB	2\"/>

NOTE:  
ALL PARKING SPACES DRIVE AND  
DRAINAGE ARE EXISTING TO REMAIN

ISSUED  
11/28/2018

merritt  
ciesslak  
design

ARCHITECTURE PLANNING

33145 Grand River  
Farmington, Michigan 48335  
248.314.0001

www.merrittciesslakdesign.com

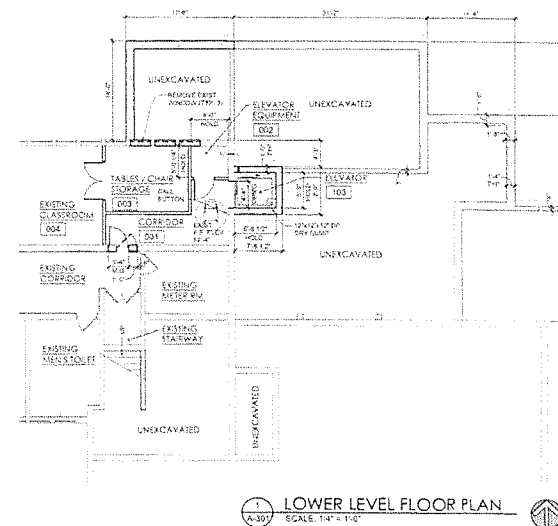
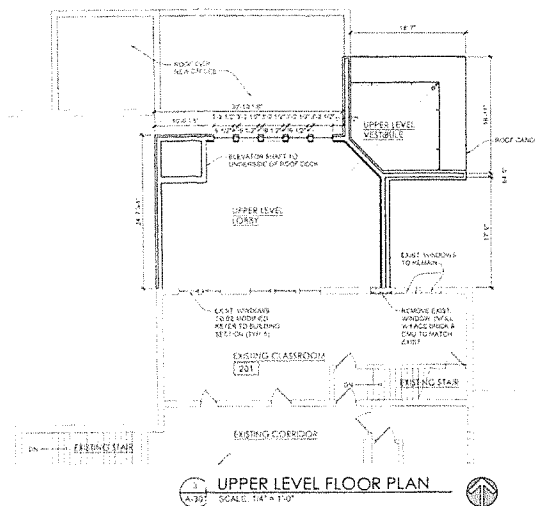
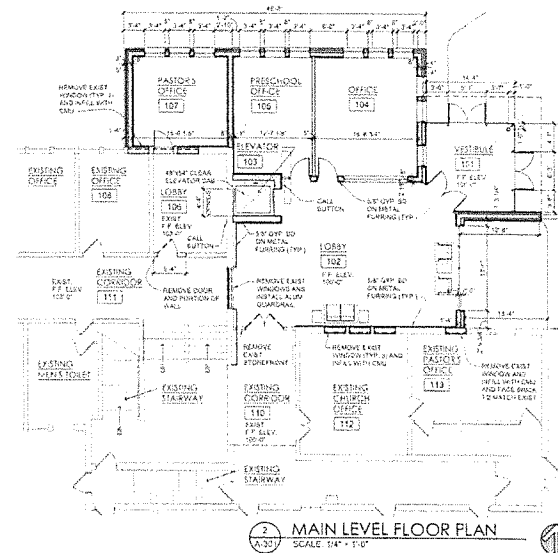
ADDITION FOR:

CROSSPOINTE  
CHRISTIAN  
CHURCH

21335 MACA AVE  
GROSSE POINTE WOODS MI

ENLARGED  
PARTIAL SITE  
AND LANDSCAPE  
PLAN AND  
DETAILS

PROJECT NO. 17205  
SHEET NO. AS-101



ISSUED:  
THE 2010 FIVE YEAR REVIEW  
JULY 13, 2010  
11:25 AM CEST  
11:25 AM CEST

**merritt  
cirslak  
design inc.**

**ARCHITECTURE PLANNING**

32610 Grand River  
Farmington, Minnesota 55336  
763.374.0501  
[www.merrittcirslakdesign.com](http://www.merrittcirslakdesign.com)

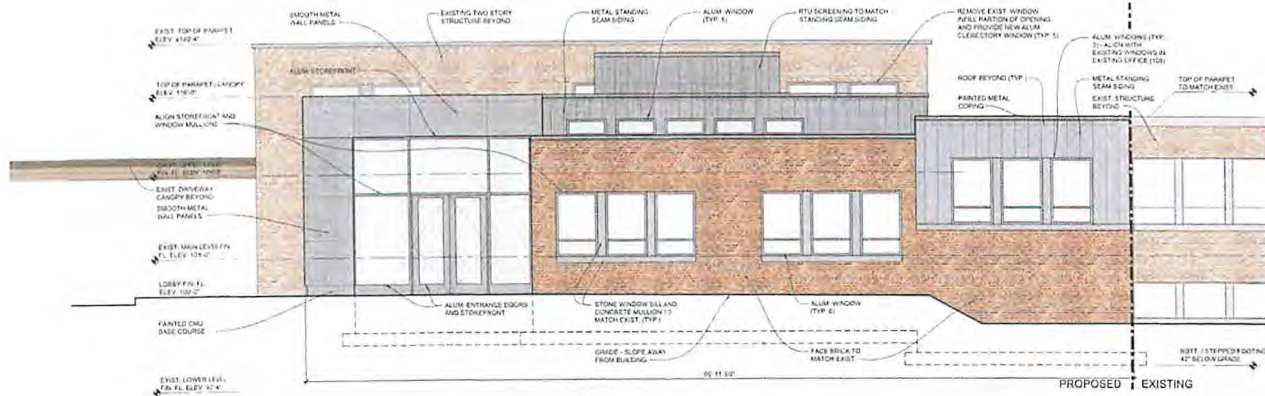
ADDITION FOR  
CROSSPOINTE  
CHRISTIAN  
CHURCH  
21336 MACK AVE.  
GROSSE POINTE WOODS, MI

## FLOOR PLANS

Through this interesting program, we hope to provide our students with a new perspective on the world around them. We will be able to share our experiences with our students and help them to understand the world around them. We will be able to share our experiences with our students and help them to understand the world around them.

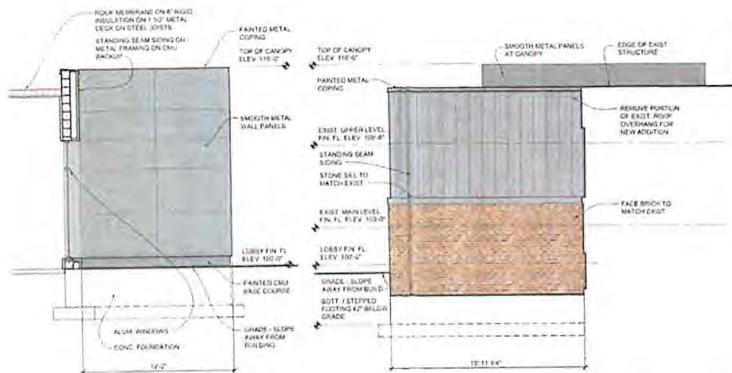
Project No.	Sheet No.
17205	A-301





**PARTIAL NORTH ELEVATION**  
SCALE: 1/4" = 1'-0"

NOTE:  
ALL NEW ALUMINUM FRAME  
FINISHES AND STONE SILLS TO  
MATCH EXIST.



**PARTIAL SOUTH ELEVATION**  
SCALE: 1/4" = 1'-0"



**PARTIAL EAST ELEVATION**  
SCALE: 1/4" = 1'-0"

**PARTIAL WEST ELEVATION**  
SCALE: 1/4" = 1'-0"

ISSUED  
20-01-19 PRELIMINARY DESIGN REVIEW  
11-11-19 REV.  
11-20-19 3P4 1871

**merritt  
cienslak  
design**

ARCHITECTURE/PLANNING  
33410 Grand River  
Farmington, Michigan 48335  
248-274-0001  
www.merrittcienslakdesign.com

ADDENDUM FOR  
**CROSSPOINTE  
CHRISTIAN  
CHURCH**  
21336 MACC AVE  
GROSSE POINTE WOODS, MI

**EXTERIOR  
ELEVATIONS**

These documents have been prepared specifically for the Project. They are not to be used for any other purpose without the written approval and signature of the Architect. No responsibility is assumed for any errors or omissions.

Project No. 17205  
Sheet No. A-601



**CITY OF GROSSE POINTE WOODS  
DEPARTMENT OF PUBLIC SAFETY**

**RECEIVED**

**MAY 26 2020**

**CITY OF GROSSE POINTE WOODS  
CLERK'S DEPARTMENT**

**6A**

**Date:** May 20, 2020

**To:** Bruce Smith, City Administrator *[Signature]* 5/26/2020

**From:** John G. Kosanke, Director of Public Safety  
*[Signature]*

**Subject:** Sergeant Brian Conigliaro's military leave - extension

A resolution was adopted by City Council on April 01, 2019 regarding a supplemental agreement for Sergeant Brian Conigliaro who was activated to full-time military status as of May 10, 2019. The resolution is set to expire on June 27, 2020. At this time, Sergeant Conigliaro's active duty with the military has been extended to an anticipated return to the Detroit area naval base on August 24, 2020. The exact date is yet to be determined. As a result, I am requesting an extension of the supplemental agreement with an expiration date of December 27, 2020, six months from the current resolution's expiration date. If Sergeant Conigliaro is released from active duty before December 27, 2020, the extended supplemental agreement would expire upon his return to work.

Sergeant Conigliaro has been serving as Senior Chief Master at Arms for the United States Navy Reserve in Djibouti, Africa in support of Operation Al Qaeda since his departure last year. He was previously activated to full-time status in 2001, shortly after the tragic events on September 11<sup>th</sup> of that year.

Sgt. Conigliaro is a 19 ½ member of the Public Safety department and is a very important part of my Command Staff. He has been doing his part to keep our country safe from the threat of terrorism in the midst of a global pandemic. I feel that it is our duty to protect him and his family during these uncertain times.

I am requesting that Mayor and Council again pass a resolution to extend the supplement of his net pay less the amount of his military pay and to continue the health benefits for his family. Thank you for your consideration.





CITY OF GROSSE POINTE WOODS  
Office of the Treasurer/Comptroller

Memorandum

6B  
RECEIVED

MAY 19 2020

CITY OF GROSSE POINTE WOODS  
CLERK'S DEPARTMENT

**DATE:** May 19, 2020  
**TO:** Mayor and City Council  
**FROM:** Cathrene Behrens, Treasurer/Comptroller  
**SUBJECT:** Budget Amendment FY 2019 - 2020

Pursuant to action taken at the Council Meeting held on May 18, 2020 I am requesting approval of the following budget amendment to the Capital Improvement Fund for the purchase of a new generator for the Robert E. Novitke Municipal Complex.

**Capital Improvement Fund Budget**

Budget Line #	Budget Line-Description	Original Budget	Budget Amendment Recommendation
<b>REVENUES</b>			
420-000-678.000	Bond Proceeds	\$0	\$250,000
<b>TOTAL REVENUES</b>		<b>\$0</b>	<b>\$250,000</b>
<b>EXPENDITURES</b>			
420-451-974.201	Engineering-Oversight	\$0	\$20,000
420-902-977-101	Cap Imp-General	\$0	\$230,000
<b>TOTAL EXPENDITURES</b>		<b>\$0</b>	<b>\$250,000</b>
<b>NET EFFECT (SURPLUS)</b>			<b>\$0</b>

I am recommending the approval of the above listed budget amendments for fiscal year 2019 – 2020 as detailed in the table above.

  
Treasurer/Comptroller Signature



**CITY OF GROSSE POINTE WOODS**  
**MEMORANDUM**



**Date:** May 18, 2020

**To:** Mayor and City Council

**To:** Bruce J. Smith, City Administrator

**From:** Cathrene Behrens, Treasurer/Comptroller

**Re:** Deficit Elimination Plans

**RECEIVED**  
MAY 19 2020  
CITY OF GROSSE POINTE WOODS  
CLERK'S DEPARTMENT

On May 11, 2020 the City I received the attached letter from the Department of Treasury notifying us of a deficit balances in our boat dock fund at fiscal year end June 30, 2018. The City has 30 days to respond with deficit elimination corrective action plans this fund.

The deficit in this fund is the direct result of the higher than anticipated lake levels in Lake Saint Clair last summer which led to the need to raise all of the boat docks in the Park. Approximately \$35,000 was expensed for this project, which was unanticipated.

Based upon the budget adoption for fiscal year 2019 – 2020, we had projected a fund surplus at year end in the amount of \$7,495 which results in the elimination of the fund deficit, creating a surplus of \$1,892. A surplus budget was also adopted by the City Council for fiscal year 2020 – 2021 on May 18, 2020 and both fiscal year budget projections have been inputted into the required resolution.

**Recommendation**

I respectfully request that Council authorize the City Administrator to sign the attached letter dated May 18, 2020 addressed to Harlan Goodrich in the Michigan Department of Treasury which provides detail for the City's plan to eliminate the deficit in the Boat Dock Fund.



GRETCHEN WHITMER  
GOVERNOR

STATE OF MICHIGAN  
DEPARTMENT OF TREASURY  
LANSING

RACHAEL EUBANKS  
STATE TREASURER

May 11, 2020

**NOTICE OF INTENT TO  
WITHHOLD STATE PAYMENTS**

Municipality Code: 82-2-130

Form ID No: 69923

Report ID Number: 97698

Chief Administrative Officer  
City of Grosse Pointe Woods  
smurphy@gpwmil.us

Dear Chief Administrative Officer:

The Glenn Steil State Revenue Sharing Act of 1971, Public Act 140 of 1971, Section 21(2) states that units of local government (local units) that end their fiscal year in a deficit condition shall formulate a deficit elimination plan. Any assessment of a local unit's deficit condition should be made using the guidelines provided in Treasury Website (Numbered Letter 2016-1).

The Community Engagement and Finance Division received an audit report from your local unit for the fiscal year ending 2019, which indicates a deficit in one or more funds as follows:

<u>FUND NAME</u>	<u>AMOUNT</u>
Boat Dock Rental Fund	-\$5,603.00

If a deficit exists in the General Fund, the General Fund plan should include a monthly breakdown of revenues and expenditures for the first two years of the projection and annual detail for the remaining years. For example, a five-year plan would show monthly detail for 24 months, and annual detail for the remaining three years. When a revised plan is submitted in the subsequent year, it would include a monthly breakdown for two years and an annual breakdown for the remaining two years. The monthly breakdown shall be for actual revenue and expenditures expected that month. For example, property taxes should be included in the months the taxes are projected to be actually collected. It shall not be merely the annual revenue and expenditures divided by 12 months. This will allow for a more meaningful picture of how the municipality is progressing on a monthly basis.

Except where indicated "No Plan Necessary," please submit a deficit elimination plan for all funds listed above and a certified resolution to

Treas\_MunicipalFinance@Michigan.gov within 30 days from the date of this letter.

Should a plan not be filed within 30 days, we may withhold 25% of the local unit's State Incentive Payments or payments issued under Public Act 140 of 1971, the Glenn Steil State Revenue Sharing Act of 1971. Once withheld, payments are not released when a plan has been *filed*, but when a plan has been *evaluated and certified* by Treasury.

After receiving your plan, we will notify you by email if additional information is needed or that your plan has been certified. If you have any questions or concerns, please do not hesitate to contact Bill Sanders at Treas\_MunicipalFinance@Michigan.gov.

Sincerely,

A handwritten signature in black ink that reads "Harlan Goodrich". The signature is written in a cursive, flowing style.

Harlan Goodrich, Municipal Finance Manager  
Community Engagement and Finance Division





## CITY OF GROSSE POINTE WOODS

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

May 18, 2020

Attn: Harlan Goodrich, Municipal Finance Manager  
State of Michigan  
Department of Treasury  
Local Audit and Finance Division  
PO Box 30728  
Lansing, MI 48909-8228

Re: City of Grosse Pointe Woods  
Corrective Action Plans

Dear Mr. Goodrich:

In response to the City of Grosse Pointe Woods (MuniCode 82-2130) 2019 auditing procedures report, we submit the following corrective action plans for the Boat Dock Rental Fund.

### **Actual expenditures exceeded the amounts authorized in the budget**

#### **Boat Dock Rental Fund**

During the year, the water level in Lake Saint Clair rose to higher than expected levels and supplies had to be purchased in order to raise the level of existing boat docks in order to ensure the safety of the City's rentals. The City has a budgeted surplus for fiscal year 2019 – 2020 in the amount of \$7,495 and a proposed budgeted surplus for fiscal year 2020 – 2021 in the amount of \$13,534 which will eliminate the deficit in its entirety.

**City of Grosse Pointe Woods**

Bruce J. Smith  
City Administrator

**CITY OF GROSSE POINTE WOODS**  
**BUDGET WORKSHEET - BOAT DOCK FUND**

		FY 2019 - 2020	FY 2020 - 2021
ACCOUNT NO.	ACCOUNT NAME	ADOPTED BUDGET AMOUNT	RECOMMENDED BUDGET
	REVENUE		
594000000000	BOAT DOCK FUND		
594000651000	BOAT DOCK WAITING LIST	30	30
594000653000	LAUNCHING FEES	7,300	7,300
594000654000	DOCKING FEES	150,325	150,325
594000654100	WINTER BOAT STORAGE	10,625	10,625
	DEPARTMENT REVENUE	168,280	168,280
	EXPENSE		
594785000000	ADMINISTRATION		
594785702000	SALARIES & WAGES	26,517	21,002
594785715000	SOCIAL SECURITY	1,540	1,540
594785757000	OPERATING SUPPLIES	14,000	14,000
594785818000	CONTRACTUAL SERVICES	15,900	15,900
594785914000	INSURANCE	5,128	5,128
594785921000	UTILITIES	7,500	7,500
594785938000	PROPERTY TAXES	10,000	10,000
594785968000	DEPRECIATION	33,000	33,000
594785974201	ENGINEERING FEES	5,000	5,000
594785977000	EQUIPMENT	20,000	-
594785980100	CONTINGENCY	10,000	10,000
594785999101	TRF TO GENERAL	5,000	24,176
594785999640	TRF TO MOTOR VEHICLE	6,000	6,000
	DEPARTMENT TOTAL	159,585	153,246
594787000000	FRINGE BENEFITS		
594787721000	WORKERS COMP	1,200	1,500
	DEPARTMENT TOTAL	1,200	1,500
TOTAL DEPARTMENT EXPENSE		160,785	154,746
REVENUE OVER (UNDER) EXPENSE		\$ 7,495	\$ 13,534



**THE CITY OF GROSSE POINTE WOODS  
CITY COUNCIL RESOLUTION  
ADOPTING THE DEFICIT ELIMINATION PLAN  
FOR FISCAL YEAR 2019 - 20**

A regular meeting of the City Council of the City of Grosse Pointe Woods, County of Wayne, State of Michigan (the "City"), was held electronically on June 1, 2020 at 7:00 p.m., Eastern Standard Time.

PRESENT:

ABSENT:

The following preamble and resolution were offered by \_\_\_\_\_ and seconded by \_\_\_\_\_:

**WHEREAS**, the City of Grosse Pointe Woods Boat Dock Rental Fund has a \$5,603 deficit fund balance on June 30, 2019; and

**WHEREAS**, Public Act 275 of the Public Acts of 1980 requires that a Deficit Elimination Plan be formulated by the local unit of government and filed with the Michigan Department of Treasury;

**NOW THEREFORE, IT IS RESOLVED**, that the City of Grosse Pointe Woods City Council adopts the following as the City of Grosse Pointe Woods Boat Dock Rental Fund Deficit Elimination Plan:

**2018-2019**

**Fund Balance (Deficit) July 1, 2019**

**\$(5,603)**

ACCOUNT NO.	ACCOUNT NAME	FY 2019 - 2020	FY 2020 - 2021
		ADOPTED BUDGET AMOUNT	RECOMMENDED BUDGET
	REVENUE		
594000000000	BOAT DOCK FUND		
594000651000	BOAT DOCK WAITING LIST	30	30
594000653000	LAUNCHING FEES	7,300	7,300
594000654000	DOCKING FEES	150,325	150,325
594000654100	WINTER BOAT STORAGE	10,625	10,625
	DEPARTMENT REVENUE	168,280	168,280

	EXPENSE		
594785000000	ADMINISTRATION		
594785702000	SALARIES & WAGES	26,517	21,002
594785715000	SOCIAL SECURITY	1,540	1,540
594785757000	OPERATING SUPPLIES	14,000	14,000
594785818000	CONTRACTUAL SERVICES	15,900	15,900
594785914000	INSURANCE	5,128	5,128
594785921000	UTILITIES	7,500	7,500
594785938000	PROPERTY TAXES	10,000	10,000
594785968000	DEPRECIATION	33,000	33,000
594785974201	ENGINEERING FEES	5,000	5,000
594785977000	EQUIPMENT	20,000	-
594785980100	CONTINGENCY	10,000	10,000
594785999101	TRF TO GENERAL	5,000	24,176
594785999640	TRF TO MOTOR VEHICLE	6,000	6,000
	DEPARTMENT TOTAL	159,585	153,246
594787000000	FRINGE BENEFITS		
594787721000	WORKERS COMP	1,200	1,500
	DEPARTMENT TOTAL	1,200	1,500
TOTAL DEPARTMENT EXPENSE		160,785	154,746

Fund Balance (Surplus) June 30, 2020 \$ 1,892  
Fund Balance (Surplus) June 30, 2021 \$15,426

**BE IT FURTHER RESOLVED** that the City of Grosse Pointe Woods City Administrator submits the Deficit Elimination Plan to the Michigan Department of Treasury for certification.

AYES:

NAYS:

ABSENT:

RESOLUTION DECLARED ADOPTED.

\_\_\_\_\_  
City Clerk

### **CERTIFICATION**

I, Lisa K. 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 City Council on June 1, 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 have been kept and will be, or have been, made available as required by said Act.

7A

**CITY OF GROSSE POINTE WOODS  
INFORMATION TECHNOLOGY  
MEMORANDUM**

**RECEIVED**  
**MAY 26 2020**  
**CITY OF GROSSE POINTE WOODS**  
**CLERK'S DEPARTMENT**

**DATE:** May 20, 2020

**TO:** Bruce J. Smith, City Administrator

**FROM:** Gary Capps, Information Technology Manager

**SUBJECT:** Telephone, Internet, and WAN Renewal

The contracts for the City's Fiber Internet Service, WAN, PRI and telephones are nearing the end of their terms and some have already passed the end of their term. Over the last 3 years, I have been very satisfied with the level of service and support received by our current provider Wide Open West (WOW) and recommend that we renew the contracts. I would like to have this matter placed on the June 1, 2020 City Council agenda for their approval.

Funds are included in the 2019-2020 budget, and requested in the 2020-2021 proposed budget for Telephone, Internet and WAN data services charged to the various City accounts monthly on a calculated percentage basis according to the attached schedule titled "WOW Payment Accounts".

I respectfully request Council's approval for the included 36-month agreements for Internet Services, PRI, Coax Phone Lines, Long Distance, and Metro Ethernet from Wide Open West WOW! Business, 7887 E Belleview Ave Ste 1000, Englewood, CO 80111-6007 and authorize the City Administrator to sign the following contracts not to exceed \$34,800 per year to service the City of Grosse Pointe Woods for a 3 year period, subject to this amount being budgeted in future budgets:

Quote# OPP-703884 - Internet Service-Primary, PRI-Phone Lines, Link to DPW and LFP, Cable TV, 20025 Mack  
\$1666.34/mo

Quote# OPP-703994 - Phone Lines - Park Fax, Concession Stand, 23000 Jefferson  
\$61.50/mo

Quote# OPP-704393 - Phone Lines - Public Works Fax Line and Water Tower Alarm, 1200 Parkway Dr.  
\$45.50/mo

Quote# OPP-703922 - Phone Lines - Torrey Road Pump Station and Alarm, 1266 Torrey Rd  
\$45.50/mo

Quote# OPP-704002 - Phone Lines - Public Safety Non-Emergency, 20025 Mack  
\$206.35/mo

Quote# OPP-710761 - Phone Line - Public Safety Detective Fax, 20025 Mack  
\$38.23/mo

Quote# OPP-705237 - Internet Service-Secondary, Court SCAO VPN, 20025 Mack  
\$83.98/mo

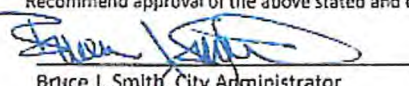
Quote# OPP-704429 - Internet Service-Public Works Water Tower-Maintenance Requirement, 1200 Parkway Dr.  
\$83.98/mo

Quote# OPP-710667 - Internet Service-Cook Schoolhouse, 20025 Mack  
\$61.99/mo

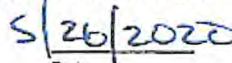
Quote# OPP-704422 - WAN Connectivity - Remote End-Public Works, TV, 1200 Parkway Dr.  
\$331.20/mo

Quote# OPP-704403 - WAN Connectivity - Remote End-Lake Front Park, 23000 Jefferson  
\$270/mo

Recommend approval of the above stated and do not believe any benefit will accrue to the City to seek further competitive bids.

  
Bruce J. Smith, City Administrator

  
Cathy Behrens, City Treasurer/Comptroller

  
Date

5/21/20  
Date

Council Approval Required

## WOW Payment Accounts

Quote#	WOW Acct#	Contract End D	Service Address	Description of use	Monthly	GL Account
OPP-703884	14021576	4/28/2020	20025 Mack Ave	Internet Service-Primary, PRI-Phone Lines, Link to DPW and LFP,	\$ 1,666.34	101-299-921.000 - 30% 101-349-921.000 - 40% 101-599-921.000 - 15% 101-774-921.000 - 10% 101-780-921.000 - 5%
OPP-703994	14232692	5/26/2018	23000 E Jefferson Ave	Phone Lines - Park Fax, Concession Stand	\$ 61.50	101-774-921.000
OPP-704393	14233617	5/27/2020	1200 Parkway Dr	Phone Lines - Public Works Fax Line and Water Tower Alarm	\$ 45.50	101-599-921.000
OPP-703922	14232966	4/27/2018	1266 Torrey Rd	Phone Lines - Torrey Road Pump Station and Alarm	\$ 45.50	101-599-921.000
OPP-704002	14233549	4/15/2022	20025 Mack Ave	Phone Lines - Public Safety Non-Emergency	\$ 206.35	101-349-921.000
OPP-710761	14888568	6/18/2021	20025 Mack Plaza Dr Suite	Phone Line - Public Safety Detective Fax	\$ 38.23	101-349-921.000
OPP-705237	14661056	4/28/2020	20025 Mack Ave	Internet Service-Secondary, Court SCAO VPN	\$ 83.98	101-299-921.000 - 60% 101-349-921.000 - 40%
OPP-704429	14660889	4/21/2020	1200 Parkway Dr	Internet Service-Public Works Water Tower-Maintenance Requi	\$ 83.98	101-599-921.000 - 50% 592-542-921.000 - 50%
OPP-710667	15022485	3/10/2022	20025 Mack Plaza	Internet Service-Cook Schoolhouse	\$ 61.99	101-780-921.000
OPP-704422	13979344	6/6/2020	1200 Parkway Dr	WAN Connectivity - Remote End-Public Works, TV	\$ 331.20	101-599-921.000
OPP-704403	14028242	6/14/2020	23000 E Jefferson Ave	WAN Connectivity - Remote End-Lake Front Park	\$ 270.00	101-774-921.000

Monthly Cost \$ 2,894.57

Annual Cost \$ 34,734.84





Service Detail

DIA-100M ,Ethernet-20M Head End, Static IP(61), PRI, 100 DID's, 5000 Minute LD Plan, Basic Cable TV
3 Coaxial Phone Lines, Modem
2 Coaxial Phone Lines, Modem
2 Coaxial Phone Lines, Modem
7 Coaxial phone lines, Modem
1 Analog Phone Line, Modem
High Speed Internet 60mbps/10mbps, 5 Static IP, Modem
High Speed Internet 60mbps/10mbps,, 5 Static IP, Modem
High Speed Internet 60mbps/10mbps, Modem
10M Ethernet Circuit, Cable TV,
10M Ethernet Circuit

## BUSINESS SERVICE ORDER

**BUSINESS:** GROSSE POINTE WOODS  
CITY HALL

**Phone:** (313) 343-2308

**Date:** 5/11/2020

**CONTACT:** Bruce Smith

**Fed Tax ID:**

**Quote #:** OPP-703884

**PHYSICAL ADDRESS**

20025 MACK AVE  
GROSSE POINTE WOODS MI  
48236

**BILLING ADDRESS**

20025 Mack Plaza Dr.  
Grosse Pointe Woods MI  
48236-2343

**CONTRACT TERM**

36 month(s)

**SALES REP**

Gary Grishkevich  
6149484644  
gary.grishkevich@wowinc.com

Product	Line Description	New/ Existing	Qty	Sales Price	Install Fees	Monthly Charges
<b>Data</b>						
Ethernet - 20Mbps	Ethernet Connection - 20Mbps	Upgrade	1	\$299.65	\$0.00	\$299.65
DIA - 100Mbps	Dedicated Internet Access - 100Mbps	Renewal	1	\$605.00	\$0.00	\$605.00
Static IP (61)	Static IP (61 Usable)	Renewal	1	\$149.99	\$0.00	\$149.99
<b>Total:</b>					\$0.00	\$1,054.64
<b>Voice</b>						
PRI - DID's (Block of 100)	Block of 100 DID's	Renewal	1	\$20.00	\$0.00	\$20.00
PRI - Line Access Fee	Line Access Fee	Renewal	1	\$25.50	\$0.00	\$25.50
PRI - Installation Charge	Installation Charge for PRI Installs over COAX or Fiber	New	1	\$0.00	\$0.00	\$0.00
Group LD 5,000 Minute Plan	5,000 Minute Long Distance Plan for Outbound Long Distance only. Does not apply to Toll Free(inbound) usage. Specified lines associated with the account share the minutes. Usage after the initial pool is usage based at \$0.025 / minute.	Renewal	1	\$120.00	\$0.00	\$120.00
PRI (Coax) - 30 Voice Trunk Call Path Plan	PRI over Coax - 30 Call Path Plan includes \$.05/minute Long Distance unless other LD Plan chosen	Renewal	1	\$376.00	\$0.00	\$376.00
Additional Telephone Book Listing	Per Each Additional Listing	Renewal	1	\$6.00	\$0.00	\$6.00
<b>Total:</b>					\$0.00	\$547.50
<b>Cable TV</b>						
Broadcast TV Fee	Recovers costs associated with retransmitting television broadcast signals	Renewal	1	\$10.20	\$0.00	\$10.20
Digital Adapter	Digital Adapter	Renewal	14	\$0.50	\$0.00	\$7.00
Sports Surcharge	Offsets some cost WOW! must pay to sports programmers	Renewal	1	\$2.00	\$0.00	\$2.00
Private View Only Basic Cable Package Promo	Not eligible for public view, Special Promotional Pricing for Basic TV Package when bundled with 2 or More Phone Lines & 60Mbps or faster High Speed Internet Service. (Term Commitment Required)	Renewal	1	\$45.00	\$0.00	\$45.00
<b>Total:</b>					\$0.00	\$64.20
<b>*Pricing subject to approval after internal review*</b>				<b>Total:</b>	\$0.00	\$1,666.34

**Directory Listing:** Grosse Pointe Woods City Hall

**Listing:** Listed

**Directory Address:** 20025 Mack Ave, Grosse Pointe Woods, Mi 48236

**Phone:** (313) 343-2440

**YP Heading:** City Government

**SIC Code:**

You agree and understand that prices do not include taxes, fees or surcharges, which may include government imposed fees and taxes, government program fees (such as 911, LNP, TRS and universal service), and non-governmental fees and charges (such as the Broadcast TV fee, Sports Surcharge and other specific cost recovery fees, subscriber line charges, line fees, access charges and carrier service fees) and will vary depending upon your service location and the services to which you subscribe. The taxes, fees and surcharges may be changed at any time. During the initial term, your quoted MRC for Internet and Phone services will not change. Video service prices are subject to increase with prior notice. The Agreement is subject to automatic

renewal. Early termination fees may apply. Pricing reflected above is a good faith estimate of final cost, which you agree may be reduced by any amount or increased by no more than \$20/mo without further authorization from you.

\_\_\_\_\_(Initials)

## WOW! BUSINESS CUSTOMER AGREEMENT

This WOW! Business Customer Agreement sets forth the terms and conditions under which WOW! Internet, Cable and Phone will provide to Customer the services (the "Service" or "Services") indicated in this Agreement as shown in the attached summary of services or other similar document or work order form ("Service Order"). We sometimes refer to the Customer as "you" or "your", and we refer to the operating company subsidiary of WOW! Internet, Cable and Phone that owns and/or operates the broadband system in your area pursuant to a cable television franchise with the state or local franchising authority and/or the subsidiary that provides phone service in your area as "WOW!", "we", "us", or "our". The Services will be provided to you by the WOW! company that operates in your service area. For our Maryland customers, Services are provided by Anne Arundel Broadband, LLC.

**1. Subscription to Services.** By signing or electronically submitting this Agreement to WOW!, Customer subscribes to the Services identified on the Service Order. The Service Order shall become binding on the parties when (i) it is specifically accepted by WOW! either electronically or in writing, (ii) WOW! begins providing the Services described in the Service Order, or (iii) WOW! begins installation for delivery of the Services described in the Service Order, whichever is earlier; provided, however, the parties agree and acknowledge that the binding effect of the Service Order and this Agreement is contingent upon WOW!'s engineering review to determine the serviceability of the premises. If WOW! determines that the premises do not meet its serviceability requirements, the Service Order and this Agreement shall be of no further force or effect. When a Service Order becomes effective, it shall be deemed part of, and shall be subject to this Agreement.

Upon installation and connection of the necessary facilities and equipment to provide the Services, or in the case of phone, the day phone Service is activated, WOW! shall notify Customer that the Services are available for use, and the date of such notice shall be called the "Commencement Date." Any failure or refusal on the part of Customer to be ready to receive the Services on the Commencement Date shall not relieve Customer of its obligation to pay applicable Service charges.

**2. Terms and Conditions of Service.** Customer's use of the WOW! Services is specifically subject to this Agreement, and Customer's agreement to: (i) the Business Customer General Terms and Conditions (the "General Terms"); ; and (ii) use the Services strictly in accordance with any operating, privacy and/or use policies, and applicable service guides; and (iii) applicable WOW! Tariffs. The General Terms, Service Policies and Tariffs are located at <http://www.wowforbusiness.com/policies-and-terms>, may be modified by WOW! from time to time in accordance with the General Terms and/or applicable law, and are incorporated herein by reference and made a part of this Agreement. Any new terms or policies adopted by WOW!, or any modifications to the existing terms and/or policies will, subject to any notice provisions of the General Terms and applicable law, become effective upon posting a new version of the document on the WOW! Web site at <http://www.wowforbusiness.com/policies-and-terms> (or any successor url(s)). Accordingly, customers and users of the WOW! Services should regularly visit our web site and review these terms and conditions policy to ensure that their activities conform to the most recent version. Notwithstanding the foregoing, if WOW! makes a change to the General Terms that applies to Customer and is material and adverse to Customer, Customer has thirty (30) days following notice of the change to terminate the Agreement without the imposition of early termination charges. Customer's continued receipt of services shall be deemed acceptance of any such change. If WOW! agrees not to apply the changed Terms to you, the Agreement is not subject to early termination. In the event of inconsistency among these documents, precedence will be as follows: (1) any jointly executed amendment or addendum to this Agreement ("Addendum"), (2) the General Terms, (3) the Service Policies, and (4) this Customer Agreement.

**3. Pricing.** During the initial term of the Agreement, your quoted monthly recurring charge for Internet and phone services will not change. Video service prices are subject to change at any time with prior written notice to you. Other prices are subject to change at any time. Prices and price guarantees do not include taxes, fees or surcharges, including but not limited to government imposed fees and taxes, government program fees (such as 911, TRS and universal service), and non-governmental fees (such as subscriber line charges, line fees, access charges, carrier service fees and broadcast TV fee, sports surcharge and other programming cost recovery surcharges) and will apply and vary depending upon your service location and the services to which you subscribe. Not all taxes, fees and surcharges apply to all services. The taxes, fees and surcharges may be changed at any time.

**4. PHONE SERVICE E911 NOTICE.** In some of our service areas, we offer interconnected voice over IP (VoIP) phone services, which may include Hosted VoIP services. Our VoIP phone services have certain limitations and restrictions that do not generally apply to traditional circuit switched phone services. IF YOU ARE SUBSCRIBING TO WOW!'S VOIP PHONE SERVICE, YOU ACKNOWLEDGE RECEIPT AND UNDERSTANDING OF THE FOLLOWING E911 NOTICE: WOW!'S VOIP PHONE SERVICE ALLOWS YOU TO ACCESS E911 SERVICES. YOU WILL NOT BE ABLE TO ACCESS E911, HOWEVER: (I) IN THE EVENT OF A POWER OUTAGE BEYOND THE DURATION OF ANY BACK-UP POWER SOURCES. WOW! MAY PROVIDE A BATTERY BACK-UP WHICH WILL PROVIDE POWER TO THE WOW! MODEM FOR A LIMITED PERIOD OF TIME IN THE EVENT OF A POWER OUTAGE. BATTERY BACKUP IS NOT GUARANTEED, AND DOES NOT SUPPLY POWER TO THE PHONE ITSELF. YOU SHOULD NOTIFY WOW! IMMEDIATELY IF THE BATTERY IS LOW, EXHAUSTED OR INOPERABLE. IF WOW! DOES NOT PROVIDE A MODEM OR BACKUP BATTERY POWER FOR WOW! SERVICES UTILIZING A TELEPHONE CABLE MODEM, YOU MUST PROVIDE IT AND IT WILL REMAIN YOUR RESPONSIBILITY IN ALL RESPECTS; (II) IN THE EVENT OF A NETWORK OUTAGE; OR (III) DURING PERIODS WHEN YOUR BROADBAND OR INTERNET CONNECTION IS UNAVAILABLE. YOU SHOULD NEVER MOVE THE LOCATION OF YOUR WOW! PROVIDED ADVANCED MODEM OR PHONE EQUIPMENT WITHOUT PROPERLY CHANGING YOUR EMERGENCY SERVICE LOCATION ADDRESS. THE ADDRESS ASSOCIATED WITH AN E911 CALL IS THE AUTHORIZED ADDRESS WHERE WOW! SERVICE WAS ORIGINALLY PROVIDED. IF YOU MOVE THE ADVANCED MODEM OR OTHER WOW! PHONE EQUIPMENT FROM THE ORIGINAL SERVICE LOCATION, A CALL TO E911 USING THAT EQUIPMENT WILL STILL IDENTIFY THE ORIGINAL SERVICE LOCATION. YOU AGREE THAT YOU ARE RESPONSIBLE FOR: (I) CHANGING YOUR EMERGENCY SERVICE LOCATION ANY TIME YOU MOVE YOUR MODEM OR PHONE EQUIPMENT BY EITHER ACCESSING THE WOW! COMMUNICATIONS PORTAL (WHERE AVAILABLE) OR CONTACTING US; AND (II) NOTIFYING END USERS OF THE SERVICE OF THE LIMITATIONS AND REQUIREMENTS DESCRIBED IN THIS SECTION. YOU ARE AWARE THAT THERE MAY BE A DELAY OF AT LEAST ONE BUSINESS DAY AFTER WOW!'S INSTALLATION OF SERVICE AND A DELAY OF AT LEAST THREE (3) BUSINESS DAYS WHEN YOU CHANGE YOUR EMERGENCY SERVICE LOCATION, FOR E911 SERVICE AVAILABILITY. WOW! WILL BE UNABLE TO REGISTER ANY SERVICE LOCATION PROVIDED IN CONJUNCTION WITH THE USE OF THE SERVICE AND/OR WOW! EQUIPMENT THAT IS OUTSIDE ITS 911/E911 PHONE SERVICE SUPPORT AREA. IN SUCH CIRCUMSTANCES, CUSTOMER WILL BE REQUIRED TO USE AN ALTERNATIVE MEANS OF ACCESSING 911/E911. YOU AGREE THAT, TO THE MAXIMUM EXTENT ALLOWED BY LAW, WOW! SHALL HAVE NO LIABILITY FOR ANY DAMAGES CAUSED, DIRECTLY OR INDIRECTLY, BY YOUR INABILITY TO ACCESS THE SERVICES, INCLUDING E911 SERVICES.

**5. Other Hosted VoIP Service Restrictions.** Hosted VoIP phone service Customers further agree that: (i) the Service must be installed by WOW! "on-net", through the WOW! network, to ensure that the phone has been properly provisioned. Phones not properly installed on the WOW! network first may not properly function "off-net" (i.e., use of the WOW! VoIP phone when connected to the public Internet via a separate telephony, communications or Internet service provider ("Third Party Provider")); (ii) WOW! technical support is not available for phones not connected to the WOW! network. Customer assumes all risks of off-net use of the Service, including any interruption, loss of service or functionality attributable in whole or in part to a Third Party Provider; (iii) Customer is responsible for programming its multi-line phone system to comply with laws relating to location information requirements; and (iv) the Service may not support or be compatible



with certain medical monitoring devices or security systems. Customer must test the functioning and compatibility of the medical devices and/or alarm monitoring services with WOW!'s phone service.

**6. Other Off-Net Service Limitations.** If you subscribe to WOW! Ethernet Services, you agree and acknowledge that the Services may be provided using certain off-net facilities of carriers not affiliated with WOW!. For these purposes, "off-net" means that WOW! may use a third party carriers' facilities to connect back to the WOW! network for delivering services to a Customer location. Unless otherwise specifically agreed to by WOW! in writing, locations served by these "off-net" facilities are not eligible for service level guarantees (SLAs) or credits in the event of a disruption or interruption of services attributable to the off-net facilities. WOW!'s ability to provide off-net services is determined by WOW! in its sole discretion.

**7. CPNI Approval.** Customer has a right, and we have a duty, under federal law, to protect the confidentiality of customer proprietary network information (CPNI). CPNI includes information such as the quantity, technical configuration, type, destination, location and amount of use of a telecommunications service. We desire to use your CPNI (or disclose or permit access to our agents and affiliates that provide communications related services) to market communications related services (such as Internet and cable services) to you. IF YOU APPROVE, YOU DO NOT HAVE TO TAKE ANY ACTION. HOWEVER, YOU DO HAVE THE RIGHT TO RESTRICT OUR USE OF YOUR CPNI. You may deny or withdraw our right to use your CPNI at any time by calling us at 1-888-969-4249. If we do not hear from you within 30 days of this notification, we will assume that you approve our use of CPNI for the purpose of providing you with information about other communications-related services. Denial of approval will not affect the provision of any services to which you subscribe. Approval or denial of approval for use of CPNI outside of the service to which you subscribe is valid until you affirmatively revoke or limit your approval or denial.

**8. Porting of Telephone Numbers.** Until your telephone number is ported to us, your existing local exchange carrier will be responsible for providing access to emergency services such as 911. You agree that, during this porting process, we assume no responsibility and have no liability for the accuracy of the local exchange carrier records or its ability to provide access to 911 services.

**9. Telephone Authorization and New Telephone Numbers.** To complete a phone order, you must execute a Letter of Agency ("LOA") and submit it to WOW!, or otherwise complete a third party verification process. New Telephone numbers are subject to change prior to the install.

**10. Directory listings.** Our liability for any errors or omissions in any directory listings (including liability for failing to publish a listing or publishing an "unlisted" listing) is limited to the amounts paid by you to WOW! for the listing service.

**11. Term and Termination; Early Termination Fee.** The term of this Agreement begins on the Commencement Date and continues for the term specified in the Service Order and is subject to automatic renewal in accordance with the General Terms. The then current General Terms, Service Policies and pricing will apply during any renewal Term. Rates for the Services and associated discounts are based on Customer's agreement to purchase such Services for the entire applicable Term. The Agreement may be terminated in accordance with the General Terms. Notwithstanding anything in the Agreement to the contrary, Customer's termination of the Agreement or Customer's reduction of Services ("downgrade") before the expiration of the agreed upon Term without cause (including a termination for convenience) or WOW!'s early termination of the Agreement for cause, will require that Customer pay to WOW! an early termination fee (ETF) calculated as follows: (a) all unpaid amounts for Services provided through the date of termination; plus (b) all related reasonable expenses of WOW! including, but not necessarily limited to, construction and installation costs, discounts, credits or competitive contract buyout charges and/or all previously waived non-recurring charges for the Services; plus (c) 75% of the monthly recurring charges at the rates stated in an applicable Service Order form or, in the case of a downgrade, the difference between the monthly recurring charges (MRC) at the rates stated in the original Service Order form and the MRC at the rates for the downgraded service, for all months remaining in the applicable Service Order Term. Customer agrees that WOW!'s damages for early termination would be difficult to determine and the termination charges specified herein constitute liquidated damages and are not a penalty. Month-to-month service agreements may be terminated on thirty (30) days prior written notice. If Customer provides notice of termination as specified in this Section but retains WOW! Service, the Customer will be converted automatically to a month to month agreement at the end of the current term, and Customer's pricing for the Service will be modified to reflect WOW!'s current month to month pricing schedule. To terminate this Agreement in accordance with this Section, Customer must notify WOW! Customer Care by written notice to WOW! at WOW! Internet, Cable & Phone, Attn: VP of Business Operations, 7887 E. Belview Ave, Suite 1000, Englewood, CO 80111-6015. The rights and remedies set forth herein shall be in addition to any and all other legal, equitable and administrative rights and remedies available to WOW!.

**12. Access to Premises and Installation of System.** Customer grants WOW! the rights to install, inspect, replace, repair, relocate, alter, operate, remove and maintain its equipment (the "system") in, under and upon the premises at the designated service location(s). Customer, at no cost to WOW!, shall secure and maintain all necessary rights of access to the service location(s) for WOW! to install, operate and remove its equipment and provide the Services. WOW! in its discretion may use any existing cable, conduit or other facilities located within the premises. Customer shall pay any agreed upon custom installation fee. If WOW!'s access rights to the service location are terminated or restricted, early termination fees will apply.

**13. Limitation of Liability, Warranty Disclaimers, Pricing, Indemnification and Arbitration.** You acknowledge that the applicable General Terms and Service Policies contain, among other terms and conditions, limitation of liability, warranty disclaimer, pricing, indemnification and arbitration provisions.

**14. Commercial Use Restrictions on Video.** Customer shall not, and shall not authorize or permit any other person to: order or request pay-per-view, VOD or premium programming for receipt, exhibition or taping in a commercial establishment, nor may Customer exhibit or assist in exhibiting pay-per-view, VOD or premium programming in a commercial establishment, unless expressly authorized in writing to do so, in advance, by both WOW! and our program provider. Customer shall indemnify and hold WOW! harmless against and from any violation of this provision.

**15. Miscellaneous.** All modifications to this Agreement, if any, must be in writing, executed by an authorized WOW! Director or Vice President and the Customer. All other attempts to modify this Agreement shall be void and non-binding on WOW!. This Agreement shall be governed by and construed in accordance with federal law, the regulations of the FCC and the internal laws of the state and locality in which the service is provided, without regard to any conflicts of law provisions. Customer may not assign or otherwise transfer this Agreement in any manner without WOW!'s prior written consent. The parties acknowledge that WOW! is subject to the provisions of its local and/or state franchise agreements, and applicable federal, state and local laws and regulations ("Applicable Law"). Any duty or promise of WOW! under this Agreement that conflicts with any provision of Applicable Law is to that extent void. Notwithstanding, the terms of this Agreement are considered severable, and in the event that any term is rendered unenforceable due to any such conflict or is otherwise found to be invalid or unenforceable, the parties shall replace the invalid or unenforceable portion with another provision that, as nearly as possible, reflects the original intention of the

parties, and the remainder of this Agreement shall remain in full force and effect.

**16. Satisfaction Guarantee for High Speed Internet and Hosted VoIP Services.** Notwithstanding the forgoing, if you are not satisfied with WOW!'s (i) High Speed Internet Service and/or High Speed Internet Service bundled with Business phone and/or video, or (ii) Hosted VoIP Service, for any reason, you may terminate this Agreement and/or disconnect or downgrade your High Speed Internet or Hosted VoIP Services for any reason without incurring the MRC portion of the ETF during the first sixty (60) days of the initial Term of this Agreement (the "Cancellation Period") without incurring the MRC portion of the ETF (as it relates to the disconnected or downgraded Service) by contacting WOW! in writing before the end of the Cancellation Period and notifying WOW! of your decision to terminate this Agreement or disconnect or /downgrade your High Speed Internet or Hosted VoIP services. You will be responsible for: (i) paying for the WOW! Services you received and all other charges and fees that you incurred prior to exercising your rights under this subsection through the date the WOW! Services are disconnected or downgraded; and (ii) construction and installation costs, discounts, credits or competitive contract buyout charges and/or all previously waived non-recurring charges for the Services.

**17. Termination for Chronic Service Failures.** The Parties agree that Customer may terminate the Agreement as to a particular Service Location for a particular service only upon thirty (30) days prior written notice to WOW! if there are three (3) or more service outages for the same particular service, defined as a service outage that lasts for a continuous period of at least two (2) hours, caused by WOW! that occur within a three (3) month period and are not repaired by WOW! within a mean time to repair of four (4) hours; provided, however, this right of termination shall not apply to outages caused by Customer or force majeure events. Customer's termination of the Agreement pursuant to the prior sentence shall be deemed a termination by Customer for cause pursuant to the Agreement, and no early termination fees will apply.



IN WITNESS WHEREOF, the Parties hereto have executed and delivered this Agreement to be effective on the latest date that either party signed this Agreement, as shown below.

WOW! INTERNET, CABLE AND PHONE

CUSTOMER

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

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

Title: \_\_\_\_\_

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

Print Name: Gary Grishkevich

Service Address: 20025 MACK AVE GROSSE POINTE WOODS MI 48236

Title: SAM

Phone: (313) 343-2308

**CUSTOMER ACKNOWLEDGEMENT:** By signing, I represent, warrant and acknowledge that: (i) I am at least 18 years of age and the owner of or tenant in the premises at the service location(s) identified in the Service Order and have authority to authorize the work or service specified in, and to be bound by, the Service Order and this Agreement; (ii) WOW! may contact me at the phone number above (or such other phone number or email address provided by me to WOW!), which may include autodialed calls, pre-recorded or artificial voice messages, and mobile service commercial email messages; (iii) WOW! manages its Internet Network according to specific Practices and Procedures, which can be found at <http://www.wowforbusiness.com/network-management>; (iv) the Agreement is subject to automatic renewal and early termination fees; and (v) I have read, understood and agree to the contractual terms and notices set forth in this Agreement, including those relating to the PHONE SERVICE E911 NOTICE. The applicable General Terms, Service Policies and Tariffs can be found at <http://www.wowforbusiness.com/policies-and-terms>.

**PIN #** \_\_\_\_\_

WOW! requires that you create a 4-digit PIN that will be required when you request changes to your WOW! Business account. You agree that you are responsible for the security, confidentiality and use of your PIN and shall immediately notify WOW! if there has been an unauthorized release, use or compromise of any such PIN. If you share your PIN with employees, agents or others that interact with WOW! on your behalf and that representative is no longer authorized to make changes on your behalf, it will be your responsibility to immediately contact WOW! and change the PIN. WOW! is not liable for any loss, cost, expense or other liability arising out of any unauthorized access to a service or Customer account by use of Customer's PIN.

**BUSINESS SERVICE ORDER**
**BUSINESS:** CITY OF GROSSE POINTE  
WOODS

**Phone:** (313) 363-8322

**Date:** 5/11/2020

**CONTACT:** Bruce Smith

**Fed Tax ID:**
**Quote #:** OPP-703994

**PHYSICAL ADDRESS**

23000 Jefferson Ave  
Saint Clair Shores MI 48080

**BILLING ADDRESS**

20025 Mack Plaza Dr  
Grosse Pointe Woods MI 48236

**CONTRACT TERM**

36 month(s)

**SALES REP**

Gary Grishkevich  
6149484644  
gary.grishkevich@wowinc.com

Product	Line Description	New/ Existing	Qty	Sales Price	Install Fees	Monthly Charges
<b>Data</b>						
HSI Modem Rental	Modem Rental Fee	Renewal	1	\$7.00	\$0.00	\$7.00
<b>Total:</b>					\$ 0.00	\$ 7.00
<b>Voice</b>						
Network Line Fee	Access Cost Recovery - Business Line	Renewal	1	\$6.50	\$0.00	\$6.50
Business Phone Complete COAX	Analog phone line with advanced business features (VM, Unlimited LD Included)	Renewal	3	\$16.00	\$0.00	\$48.00
Remote Call Forward of Virtual Number	Virtual Line forwards incoming calls to another location in the USA. Long Distance Rate \$.05/min applies unless another LD option is chosen.	Renewal	3	\$0.00	\$0.00	\$0.00
<b>Total:</b>					\$ 0.00	\$ 54.50
<b>Setup/Install Fees</b>						
Coax Installation Charge - 1 Product	Installation Charge to install/activate a single Coax product ( Business Line or HSI). Activates existing Jacks/Outlets only. New Jacks require an extra charge.	New	1	\$0.00	\$0.00	\$0.00
<b>Total:</b>					\$ 0.00	\$ 0.00
<b>*Pricing subject to approval after internal review*</b>				<b>Total:</b>	\$ 0.00	\$ 61.50

<b>Directory Listing:</b> No Listing	<b>Listing:</b> Non-Listed
<b>Directory Address:</b> No Listing	<b>Phone:</b> No Listing
<b>YP Heading:</b> No Listing	<b>SIC Code:</b>

You agree and understand that prices do not include taxes, fees or surcharges, which may include government imposed fees and taxes, government program fees (such as 911, LNP, TRS and universal service), and non-governmental fees and charges (such as the Broadcast TV fee, Sports Surcharge and other specific cost recovery fees, subscriber line charges, line fees, access charges and carrier service fees) and will vary depending upon your service location and the services to which you subscribe. The taxes, fees and surcharges may be changed at any time. During the initial term, your quoted MRC for Internet and Phone services will not change. Video service prices are subject to increase with prior notice. The Agreement is subject to automatic renewal. Early termination fees may apply. Pricing reflected above is a good faith estimate of final cost, which you agree may be reduced by any amount or increased by no more than \$20/mo without further authorization from you.

\_\_\_\_\_(Initials)

## WOW! BUSINESS CUSTOMER AGREEMENT

This WOW! Business Customer Agreement sets forth the terms and conditions under which WOW! Internet, Cable and Phone will provide to Customer the services (the "Service" or "Services") indicated in this Agreement as shown in the attached summary of services or other similar document or work order form ("Service Order"). We sometimes refer to the Customer as "you" or "your", and we refer to the operating company subsidiary of WOW! Internet, Cable and Phone that owns and/or operates the broadband system in your area pursuant to a cable television franchise with the state or local franchising authority and/or the subsidiary that provides phone service in your area as "WOW!", "we", "us", or "our". The Services will be provided to you by the WOW! company that operates in your service area. For our Maryland customers, Services are provided by Anne Arundel Broadband, LLC.

**1. Subscription to Services.** By signing or electronically submitting this Agreement to WOW!, Customer subscribes to the Services identified on the Service Order. The Service Order shall become binding on the parties when (i) it is specifically accepted by WOW! either electronically or in writing, (ii) WOW! begins providing the Services described in the Service Order, or (iii) WOW! begins installation for delivery of the Services described in the Service Order, whichever is earlier; provided, however, the parties agree and acknowledge that the binding effect of the Service Order and this Agreement is contingent upon WOW!'s engineering review to determine the serviceability of the premises. If WOW! determines that the premises do not meet its serviceability requirements, the Service Order and this Agreement shall be of no further force or effect. When a Service Order becomes effective, it shall be deemed part of, and shall be subject to this Agreement.

Upon installation and connection of the necessary facilities and equipment to provide the Services, or in the case of phone, the day phone Service is activated, WOW! shall notify Customer that the Services are available for use, and the date of such notice shall be called the "Commencement Date." Any failure or refusal on the part of Customer to be ready to receive the Services on the Commencement Date shall not relieve Customer of its obligation to pay applicable Service charges

**2. Terms and Conditions of Service.** Customer's use of the WOW! Services is specifically subject to this Agreement, and Customer's agreement to: (i) the Business Customer General Terms and Conditions (the "General Terms"), ; and (ii) use the Services strictly in accordance with any operating, privacy and/or use policies, and applicable service guides; and (iii) applicable WOW! Tariffs. The General Terms, Service Policies and Tariffs are located at <http://www.wowforbusiness.com/policies-and-terms>, may be modified by WOW! from time to time in accordance with the General Terms and/or applicable law, and are incorporated herein by reference and made a part of this Agreement. Any new terms or policies adopted by WOW!, or any modifications to the existing terms and/or policies will, subject to any notice provisions of the General Terms and applicable law, become effective upon posting a new version of the document on the WOW! Web site at <http://www.wowforbusiness.com/policies-and-terms> (or any successor url(s)). Accordingly, customers and users of the WOW! Services should regularly visit our web site and review these terms and conditions policy to ensure that their activities conform to the most recent version. Notwithstanding the foregoing, if WOW! makes a change to the General Terms that applies to Customer and is material and adverse to Customer, Customer has thirty (30) days following notice of the change to terminate the Agreement without the imposition of early termination charges. Customer's continued receipt of services shall be deemed acceptance of any such change. If WOW! agrees not to apply the changed Terms to you, the Agreement is not subject to early termination. In the event of inconsistency among these documents, precedence will be as follows: (1) any jointly executed amendment or addendum to this Agreement ("Addendum"), (2) the General Terms, (3) the Service Policies, and (4) this Customer Agreement.

**3. Pricing.** During the initial term of the Agreement, your quoted monthly recurring charge for Internet and phone services will not change. Video service prices are subject to change at any time with prior written notice to you. Other prices are subject to change at any time. Prices and price guarantees do not include taxes, fees or surcharges, including but not limited to government imposed fees and taxes, government program fees (such as 911, TRS and universal service), and non-governmental fees (such as subscriber line charges, line fees, access charges, carrier service fees and broadcast TV fee, sports surcharge and other programming cost recovery surcharges) and will apply and vary depending upon your service location and the services to which you subscribe. Not all taxes, fees and surcharges apply to all services. The taxes, fees and surcharges may be changed at any time.

**4. PHONE SERVICE E911 NOTICE.** In some of our service areas, we offer interconnected voice over IP (VoIP) phone services, which may include Hosted VoIP services. Our VoIP phone services have certain limitations and restrictions that do not generally apply to traditional circuit switched phone services. IF YOU ARE SUBSCRIBING TO WOW!'S VOIP PHONE SERVICE, YOU ACKNOWLEDGE RECEIPT AND UNDERSTANDING OF THE FOLLOWING E911 NOTICE: WOW!'S VOIP PHONE SERVICE ALLOWS YOU TO ACCESS E911 SERVICES. YOU WILL NOT BE ABLE TO ACCESS E911, HOWEVER: (i) IN THE EVENT OF A POWER OUTAGE BEYOND THE DURATION OF ANY BACK-UP POWER SOURCES. WOW! MAY PROVIDE A BATTERY BACK-UP WHICH WILL PROVIDE POWER TO THE WOW! MODEM FOR A LIMITED PERIOD OF TIME IN THE EVENT OF A POWER OUTAGE. BATTERY BACKUP IS NOT GUARANTEED, AND DOES NOT SUPPLY POWER TO THE PHONE ITSELF. YOU SHOULD NOTIFY WOW! IMMEDIATELY IF THE BATTERY IS LOW, EXHAUSTED OR INOPERABLE. IF WOW! DOES NOT PROVIDE A MODEM OR BACKUP BATTERY POWER FOR WOW! SERVICES UTILIZING A TELEPHONE CABLE MODEM, YOU MUST PROVIDE IT AND IT WILL REMAIN YOUR RESPONSIBILITY IN ALL RESPECTS; (ii) IN THE EVENT OF A NETWORK OUTAGE; OR (iii) DURING PERIODS WHEN YOUR BROADBAND OR INTERNET CONNECTION IS UNAVAILABLE. YOU SHOULD NEVER MOVE THE LOCATION OF YOUR WOW! PROVIDED ADVANCED MODEM OR PHONE EQUIPMENT WITHOUT PROPERLY CHANGING YOUR EMERGENCY SERVICE LOCATION ADDRESS. THE ADDRESS ASSOCIATED WITH AN E911 CALL IS THE AUTHORIZED ADDRESS WHERE WOW! SERVICE WAS ORIGINALLY PROVIDED. IF YOU MOVE THE ADVANCED MODEM OR OTHER WOW! PHONE EQUIPMENT FROM THE ORIGINAL SERVICE LOCATION, A CALL TO E911 USING THAT EQUIPMENT WILL STILL IDENTIFY THE ORIGINAL SERVICE LOCATION. YOU AGREE THAT YOU ARE RESPONSIBLE FOR: (i) CHANGING YOUR EMERGENCY SERVICE LOCATION ANY TIME YOU MOVE YOUR MODEM OR PHONE EQUIPMENT BY EITHER ACCESSING THE WOW! COMMUNICATIONS PORTAL (WHERE AVAILABLE) OR CONTACTING US; AND (ii) NOTIFYING END USERS OF THE SERVICE OF THE LIMITATIONS AND REQUIREMENTS DESCRIBED IN THIS SECTION. YOU ARE AWARE THAT THERE MAY BE A DELAY OF AT LEAST ONE BUSINESS DAY AFTER WOW!'S INSTALLATION OF SERVICE AND A DELAY OF AT LEAST THREE (3) BUSINESS DAYS WHEN YOU CHANGE YOUR EMERGENCY SERVICE LOCATION, FOR E911 SERVICE AVAILABILITY. WOW! WILL BE UNABLE TO REGISTER ANY SERVICE LOCATION PROVIDED IN CONJUNCTION WITH THE USE OF THE SERVICE AND/OR WOW! EQUIPMENT THAT IS OUTSIDE ITS 911/E911 PHONE SERVICE SUPPORT AREA. IN SUCH CIRCUMSTANCES, CUSTOMER WILL BE REQUIRED TO USE AN ALTERNATIVE MEANS OF ACCESSING 911/E911. YOU AGREE THAT, TO THE MAXIMUM EXTENT ALLOWED BY LAW, WOW! SHALL HAVE NO LIABILITY FOR ANY DAMAGES CAUSED, DIRECTLY OR INDIRECTLY, BY YOUR INABILITY TO ACCESS THE SERVICES, INCLUDING E911 SERVICES.

**5. Other Hosted VoIP Service Restrictions.** Hosted VoIP phone service Customers further agree that: (i) the Service must be installed by WOW! "on-net", through the WOW! network, to ensure that the phone has been properly provisioned. Phones not properly installed on the WOW! network first may not properly function "off-net" (i.e., use of the WOW! VoIP phone when connected to the public Internet via a separate telephony, communications or Internet service provider ("Third Party Provider")); (ii) WOW! technical support is not available for phones not connected to the WOW! network. Customer assumes all risks of off-net use of the Service, including any interruption, loss of service or functionality attributable in whole or in part to a Third Party Provider; (iii) Customer is responsible for programming its multi-line phone system to comply with laws relating to location information requirements; and (iv) the Service may not support or be compatible



with certain medical monitoring devices or security systems. Customer must test the functioning and compatibility of the medical devices and/or alarm monitoring services with WOW!'s phone service.

**6. Other Off-Net Service Limitations.** If you subscribe to WOW! Ethernet Services, you agree and acknowledge that the Services may be provided using certain off-net facilities of carriers not affiliated with WOW!. For these purposes, "off-net" means that WOW! may use a third party carriers' facilities to connect back to the WOW! network for delivering services to a Customer location. Unless otherwise specifically agreed to by WOW! in writing, locations served by these "off-net" facilities are not eligible for service level guarantees (SLAs) or credits in the event of a disruption or interruption of services attributable to the off-net facilities. WOW!'s ability to provide off-net services is determined by WOW! in its sole discretion.

**7. CPNI Approval.** Customer has a right, and we have a duty, under federal law, to protect the confidentiality of customer proprietary network information (CPNI). CPNI includes information such as the quantity, technical configuration, type, destination, location and amount of use of a telecommunications service. We desire to use your CPNI (or disclose or permit access to our agents and affiliates that provide communications related services) to market communications related services (such as Internet and cable services) to you. IF YOU APPROVE, YOU DO NOT HAVE TO TAKE ANY ACTION. HOWEVER, YOU DO HAVE THE RIGHT TO RESTRICT OUR USE OF YOUR CPNI. You may deny or withdraw our right to use your CPNI at any time by calling us at 1-888-969-4249. If we do not hear from you within 30 days of this notification, we will assume that you approve our use of CPNI for the purpose of providing you with information about other communications-related services. Denial of approval will not affect the provision of any services to which you subscribe. Approval or denial of approval for use of CPNI outside of the service to which you subscribe is valid until you affirmatively revoke or limit your approval or denial.

**8. Porting of Telephone Numbers.** Until your telephone number is ported to us, your existing local exchange carrier will be responsible for providing access to emergency services such as 911. You agree that, during this porting process, we assume no responsibility and have no liability for the accuracy of the local exchange carrier records or its ability to provide access to 911 services.

**9. Telephone Authorization and New Telephone Numbers.** To complete a phone order, you must execute a Letter of Agency ("LOA") and submit it to WOW!, or otherwise complete a third party verification process. New Telephone numbers are subject to change prior to the install.

**10. Directory listings.** Our liability for any errors or omissions in any directory listings (including liability for failing to publish a listing or publishing an "unlisted" listing) is limited to the amounts paid by you to WOW! for the listing service.

**11. Term and Termination; Early Termination Fee.** The term of this Agreement begins on the Commencement Date and continues for the term specified in the Service Order and is subject to automatic renewal in accordance with the General Terms. The then current General Terms, Service Policies and pricing will apply during any renewal Term. Rates for the Services and associated discounts are based on Customer's agreement to purchase such Services for the entire applicable Term. The Agreement may be terminated in accordance with the General Terms. Notwithstanding anything in the Agreement to the contrary, Customer's termination of the Agreement or Customer's reduction of Services ("downgrade") before the expiration of the agreed upon Term without cause (including a termination for convenience) or WOW!'s early termination of the Agreement for cause, will require that Customer pay to WOW! an early termination fee (ETF) calculated as follows: (a) all unpaid amounts for Services provided through the date of termination; plus (b) all related reasonable expenses of WOW! including, but not necessarily limited to, construction and installation costs, discounts, credits or competitive contract buyout charges and/or all previously waived non-recurring charges for the Services; plus (c) 75% of the monthly recurring charges at the rates stated in an applicable Service Order form or, in the case of a downgrade, the difference between the monthly recurring charges (MRC) at the rates stated in the original Service Order form and the MRC at the rates for the downgraded service, for all months remaining in the applicable Service Order Term. Customer agrees that WOW!'s damages for early termination would be difficult to determine and the termination charges specified herein constitute liquidated damages and are not a penalty. Month-to-month service agreements may be terminated on thirty (30) days prior written notice. If Customer provides notice of termination as specified in this Section but retains WOW! Service, the Customer will be converted automatically to a month to month agreement at the end of the current term, and Customer's pricing for the Service will be modified to reflect WOW!'s current month to month pricing schedule. To terminate this Agreement in accordance with this Section, Customer must notify WOW! Customer Care by written notice to WOW! at WOW! Internet, Cable & Phone, Attn: VP of Business Operations, 7887 E Belleview Ave, Suite 1000, Englewood, CO 80111-6015. The rights and remedies set forth herein shall be in addition to any and all other legal, equitable and administrative rights and remedies available to WOW!.

**12. Access to Premises and Installation of System.** Customer grants WOW! the rights to install, inspect, replace, repair, relocate, alter, operate, remove and maintain its equipment (the "system") in, under and upon the premises at the designated service location(s). Customer, at no cost to WOW!, shall secure and maintain all necessary rights of access to the service location(s) for WOW! to install, operate and remove its equipment and provide the Services. WOW! in its discretion may use any existing cable, conduit or other facilities located within the premises. Customer shall pay any agreed upon custom installation fee. If WOW!'s access rights to the service location are terminated or restricted, early termination fees will apply.

**13. Limitation of Liability, Warranty Disclaimers, Pricing, Indemnification and Arbitration.** You acknowledge that the applicable General Terms and Service Policies contain, among other terms and conditions, limitation of liability, warranty disclaimer, pricing, indemnification and arbitration provisions.

**14. Commercial Use Restrictions on Video.** Customer shall not, and shall not authorize or permit any other person to: order or request pay-per-view, VOD or premium programming for receipt, exhibition or taping in a commercial establishment, nor may Customer exhibit or assist in exhibiting pay-per-view, VOD or premium programming in a commercial establishment, unless expressly authorized in writing to do so, in advance, by both WOW! and our program provider. Customer shall indemnify and hold WOW! harmless against and from any violation of this provision.

**15. Miscellaneous.** All modifications to this Agreement, if any, must be in writing, executed by an authorized WOW! Director or Vice President and the Customer. All other attempts to modify this Agreement shall be void and non-binding on WOW!. This Agreement shall be governed by and construed in accordance with federal law, the regulations of the FCC and the internal laws of the state and locality in which the service is provided, without regard to any conflicts of law provisions. Customer may not assign or otherwise transfer this Agreement in any manner without WOW!'s prior written consent. The parties acknowledge that WOW! is subject to the provisions of its local and/or state franchise agreements, and applicable federal, state and local laws and regulations ("Applicable Law"). Any duty or promise of WOW! under this Agreement that conflicts with any provision of Applicable Law is to that extent void. Notwithstanding, the terms of this Agreement are considered severable, and in the event that any term is rendered unenforceable due to any such conflict or is otherwise found to be invalid or unenforceable, the parties shall replace the invalid or unenforceable portion with another provision that, as nearly as possible, reflects the original intention of the

parties, and the remainder of this Agreement shall remain in full force and effect.

**16. Satisfaction Guarantee for High Speed Internet and Hosted VoIP Services.** Notwithstanding the forgoing, if you are not satisfied with WOW!'s (i) High Speed Internet Service and/or High Speed Internet Service bundled with Business phone and/or video, or (ii) Hosted VoIP Service, for any reason, you may terminate this Agreement and/or disconnect or downgrade your High Speed Internet or Hosted VoIP Services for any reason without incurring the MRC portion of the ETF during the first sixty (60) days of the initial Term of this Agreement (the "Cancellation Period") without incurring the MRC portion of the ETF (as it relates to the disconnected or downgraded Service) by contacting WOW! in writing before the end of the Cancellation Period and notifying WOW! of your decision to terminate this Agreement or disconnect or /downgrade your High Speed Internet or Hosted VoIP services. You will be responsible for: (i) paying for the WOW! Services you received and all other charges and fees that you incurred prior to exercising your rights under this subsection through the date the WOW! Services are disconnected or downgraded; and (ii) construction and installation costs, discounts, credits or competitive contract buyout charges and/or all previously waived non-recurring charges for the Services.

**17. Termination for Chronic Service Failures.** The Parties agree that Customer may terminate the Agreement as to a particular Service Location for a particular service only upon thirty (30) days prior written notice to WOW! if there are three (3) or more service outages for the same particular service, defined as a service outage that lasts for a continuous period of at least two (2) hours, caused by WOW! that occur within a three (3) month period and are not repaired by WOW! within a mean time to repair of four (4) hours; provided, however, this right of termination shall not apply to outages caused by Customer or force majeure events. Customer's termination of the Agreement pursuant to the prior sentence shall be deemed a termination by Customer for cause pursuant to the Agreement, and no early termination fees will apply.



IN WITNESS WHEREOF, the Parties hereto have executed and delivered this Agreement to be effective on the latest date that either party signed this Agreement, as shown below.

WOW! INTERNET, CABLE AND PHONE

CUSTOMER

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

Print Name: Gary Grishkevich

Service Address: 23000 Jefferson Ave Saint Clair Shores MI 48080

Title: SAM

Phone: (313) 363-8322

**CUSTOMER ACKNOWLEDGEMENT:** By signing, I represent, warrant and acknowledge that: (i) I am at least 18 years of age and the owner of or tenant in the premises at the service location(s) identified in the Service Order and have authority to authorize the work or service specified in, and to be bound by, the Service Order and this Agreement; (ii) WOW! may contact me at the phone number above (or such other phone number or email address provided by me to WOW!), which may include autodialed calls, pre-recorded or artificial voice messages, and mobile service commercial email messages; (iii) WOW! manages its Internet Network according to specific Practices and Procedures, which can be found at <http://www.wowforbusiness.com/network-management>; (iv) the Agreement is subject to automatic renewal and early termination fees; and (v) I have read, understood and agree to the contractual terms and notices set forth in this Agreement, including those relating to the PHONE SERVICE E911 NOTICE. The applicable General Terms, Service Policies and Tariffs can be found at <http://www.wowforbusiness.com/policies-and-terms>.

**PIN #** \_\_\_\_\_

WOW! requires that you create a 4-digit PIN that will be required when you request changes to your WOW! Business account. You agree that you are responsible for the security, confidentiality and use of your PIN and shall immediately notify WOW! if there has been an unauthorized release, use or compromise of any such PIN. If you share your PIN with employees, agents or others that interact with WOW! on your behalf and that representative is no longer authorized to make changes on your behalf, it will be your responsibility to immediately contact WOW! and change the PIN. WOW! is not liable for any loss, cost, expense or other liability arising out of any unauthorized access to a service or Customer account by use of Customer's PIN.



## BUSINESS SERVICE ORDER

**BUSINESS:** DPW Grosse Pointe Woods

**Phone:**

**Date:** 5/11/2020

**CONTACT:** Bruce Smith

**Fed Tax ID:**

**Quote #:** OPP-704393

**PHYSICAL ADDRESS**

1200 Parkway Dr  
Grosse Pointe Woods MI 48236

**BILLING ADDRESS**

20025 Mack Plaza Dr  
Grosse Pointe Woods MI 48236

**CONTRACT TERM**

36 month(s)

**SALES REP**

Gary Grishkevich  
6149484644  
gary.grishkevich@wowinc.com

Product	Line Description	New/ Existing	Qty	Sales Price	Install Fees	Monthly Charges
<b>Data</b>						
HSI Modem Rental	Modem Rental Fee	Renewal	1	\$7.00	\$0.00	\$7.00
<b>Total:</b>					\$0.00	\$7.00
<b>Voice</b>						
Business Phone Complete COAX	Analog phone line with advanced business features (VM, Unlimited LD Included)	Renewal	2	\$16.00	\$0.00	\$32.00
Network Line Fee	Access Cost Recovery - Business Line	Renewal	1	\$6.50	\$0.00	\$6.50
<b>Total:</b>					\$0.00	\$38.50
<b>Setup/Install Fees</b>						
Coax Installation Charge - 1 Product	Installation Charge to install/activate a single Coax product ( Business Line or HSI). Activates existing Jacks/Outlets only. New Jacks require an extra charge.	New	1	\$0.00	\$0.00	\$0.00
<b>Total:</b>					\$0.00	\$0.00
<b>*Pricing subject to approval after internal review*</b>				<b>Total:</b>	\$0.00	\$45.50

<b>Directory Listing:</b> No Listing	<b>Listing:</b> Non-Listed
<b>Directory Address:</b> No Listing	<b>Phone:</b> No Listing
<b>YP Heading:</b> No Listing	<b>SIC Code:</b>

You agree and understand that prices do not include taxes, fees or surcharges, which may include government imposed fees and taxes, government program fees (such as 911, LNP, TRS and universal service), and non-governmental fees and charges (such as the Broadcast TV fee, Sports Surcharge and other specific cost recovery fees, subscriber line charges, line fees, access charges and carrier service fees) and will vary depending upon your service location and the services to which you subscribe. The taxes, fees and surcharges may be changed at any time. During the initial term, your quoted MRC for Internet and Phone services will not change. Video service prices are subject to increase with prior notice. The Agreement is subject to automatic renewal. Early termination fees may apply. Pricing reflected above is a good faith estimate of final cost, which you agree may be reduced by any amount or increased by no more than \$20/mo without further authorization from you.

\_\_\_\_\_(Initials)

## WOW! BUSINESS CUSTOMER AGREEMENT

This WOW! Business Customer Agreement sets forth the terms and conditions under which WOW! Internet, Cable and Phone will provide to Customer the services (the "Service" or "Services") indicated in this Agreement as shown in the attached summary of services or other similar document or work order form ("Service Order"). We sometimes refer to the Customer as "you" or "your", and we refer to the operating company subsidiary of WOW! Internet, Cable and Phone that owns and/or operates the broadband system in your area pursuant to a cable television franchise with the state or local franchising authority and/or the subsidiary that provides phone service in your area as "WOW!", "we", "us", or "our". The Services will be provided to you by the WOW! company that operates in your service area. For our Maryland customers, Services are provided by Anne Arundel Broadband, LLC.

**1. Subscription to Services.** By signing or electronically submitting this Agreement to WOW!, Customer subscribes to the Services identified on the Service Order. The Service Order shall become binding on the parties when (i) it is specifically accepted by WOW! either electronically or in writing, (ii) WOW! begins providing the Services described in the Service Order, or (iii) WOW! begins installation for delivery of the Services described in the Service Order, whichever is earlier; provided, however, the parties agree and acknowledge that the binding effect of the Service Order and this Agreement is contingent upon WOW!'s engineering review to determine the serviceability of the premises. If WOW! determines that the premises do not meet its serviceability requirements, the Service Order and this Agreement shall be of no further force or effect. When a Service Order becomes effective, it shall be deemed part of, and shall be subject to this Agreement.

Upon installation and connection of the necessary facilities and equipment to provide the Services, or in the case of phone, the day phone Service is activated, WOW! shall notify Customer that the Services are available for use, and the date of such notice shall be called the "Commencement Date." Any failure or refusal on the part of Customer to be ready to receive the Services on the Commencement Date shall not relieve Customer of its obligation to pay applicable Service charges.

**2. Terms and Conditions of Service.** Customer's use of the WOW! Services is specifically subject to this Agreement, and Customer's agreement to: (i) the Business Customer General Terms and Conditions (the "General Terms"), ; and (ii) use the Services strictly in accordance with any operating, privacy and/or use policies, and applicable service guides; and (iii) applicable WOW! Tariffs. The General Terms, Service Policies and Tariffs are located at <http://www.wowforbusiness.com/policies-and-terms>, may be modified by WOW! from time to time in accordance with the General Terms and/or applicable law, and are incorporated herein by reference and made a part of this Agreement. Any new terms or policies adopted by WOW!, or any modifications to the existing terms and/or policies will, subject to any notice provisions of the General Terms and applicable law, become effective upon posting a new version of the document on the WOW! Web site at <http://www.wowforbusiness.com/policies-and-terms> (or any successor url(s)). Accordingly, customers and users of the WOW! Services should regularly visit our web site and review these terms and conditions policy to ensure that their activities conform to the most recent version. Notwithstanding the foregoing, if WOW! makes a change to the General Terms that applies to Customer and is material and adverse to Customer, Customer has thirty (30) days following notice of the change to terminate the Agreement without the imposition of early termination charges. Customer's continued receipt of services shall be deemed acceptance of any such change. If WOW! agrees not to apply the changed Terms to you, the Agreement is not subject to early termination. In the event of inconsistency among these documents, precedence will be as follows: (1) any jointly executed amendment or addendum to this Agreement ("Addendum"), (2) the General Terms, (3) the Service Policies, and (4) this Customer Agreement.

**3. Pricing.** During the initial term of the Agreement, your quoted monthly recurring charge for Internet and phone services will not change. Video service prices are subject to change at any time with prior written notice to you. Other prices are subject to change at any time. Prices and price guarantees do not include taxes, fees or surcharges, including but not limited to government imposed fees and taxes, government program fees (such as 911, TRS and universal service), and non-governmental fees (such as subscriber line charges, line fees, access charges, carrier service fees and broadcast TV fee, sports surcharge and other programming cost recovery surcharges) and will apply and vary depending upon your service location and the services to which you subscribe. Not all taxes, fees and surcharges apply to all services. The taxes, fees and surcharges may be changed at any time.

**4. PHONE SERVICE E911 NOTICE.** In some of our service areas, we offer interconnected voice over IP (VoIP) phone services, which may include Hosted VoIP services. Our VoIP phone services have certain limitations and restrictions that do not generally apply to traditional circuit switched phone services. IF YOU ARE SUBSCRIBING TO WOW!'S VOIP PHONE SERVICE, YOU ACKNOWLEDGE RECEIPT AND UNDERSTANDING OF THE FOLLOWING E911 NOTICE: WOW!'S VOIP PHONE SERVICE ALLOWS YOU TO ACCESS E911 SERVICES. YOU WILL NOT BE ABLE TO ACCESS E911, HOWEVER: (I) IN THE EVENT OF A POWER OUTAGE BEYOND THE DURATION OF ANY BACK-UP POWER SOURCES. WOW! MAY PROVIDE A BATTERY BACK-UP WHICH WILL PROVIDE POWER TO THE WOW! MODEM FOR A LIMITED PERIOD OF TIME IN THE EVENT OF A POWER OUTAGE. BATTERY BACKUP IS NOT GUARANTEED, AND DOES NOT SUPPLY POWER TO THE PHONE ITSELF. YOU SHOULD NOTIFY WOW! IMMEDIATELY IF THE BATTERY IS LOW, EXHAUSTED OR INOPERABLE. IF WOW! DOES NOT PROVIDE A MODEM OR BACKUP BATTERY POWER FOR WOW! SERVICES UTILIZING A TELEPHONE CABLE MODEM, YOU MUST PROVIDE IT AND IT WILL REMAIN YOUR RESPONSIBILITY IN ALL RESPECTS; (II) IN THE EVENT OF A NETWORK OUTAGE; OR (III) DURING PERIODS WHEN YOUR BROADBAND OR INTERNET CONNECTION IS UNAVAILABLE, YOU SHOULD NEVER MOVE THE LOCATION OF YOUR WOW! PROVIDED ADVANCED MODEM OR PHONE EQUIPMENT WITHOUT PROPERLY CHANGING YOUR EMERGENCY SERVICE LOCATION ADDRESS. THE ADDRESS ASSOCIATED WITH AN E911 CALL IS THE AUTHORIZED ADDRESS WHERE WOW! SERVICE WAS ORIGINALLY PROVIDED. IF YOU MOVE THE ADVANCED MODEM OR OTHER WOW! PHONE EQUIPMENT FROM THE ORIGINAL SERVICE LOCATION, A CALL TO E911 USING THAT EQUIPMENT WILL STILL IDENTIFY THE ORIGINAL SERVICE LOCATION. YOU AGREE THAT YOU ARE RESPONSIBLE FOR: (I) CHANGING YOUR EMERGENCY SERVICE LOCATION ANY TIME YOU MOVE YOUR MODEM OR PHONE EQUIPMENT BY EITHER ACCESSING THE WOW! COMMUNICATIONS PORTAL (WHERE AVAILABLE) OR CONTACTING US; AND (II) NOTIFYING END USERS OF THE SERVICE OF THE LIMITATIONS AND REQUIREMENTS DESCRIBED IN THIS SECTION. YOU ARE AWARE THAT THERE MAY BE A DELAY OF AT LEAST ONE BUSINESS DAY AFTER WOW!'S INSTALLATION OF SERVICE AND A DELAY OF AT LEAST THREE (3) BUSINESS DAYS WHEN YOU CHANGE YOUR EMERGENCY SERVICE LOCATION, FOR E911 SERVICE AVAILABILITY. WOW! WILL BE UNABLE TO REGISTER ANY SERVICE LOCATION PROVIDED IN CONJUNCTION WITH THE USE OF THE SERVICE AND/OR WOW! EQUIPMENT THAT IS OUTSIDE ITS 911/E911 PHONE SERVICE SUPPORT AREA. IN SUCH CIRCUMSTANCES, CUSTOMER WILL BE REQUIRED TO USE AN ALTERNATIVE MEANS OF ACCESSING 911/E911. YOU AGREE THAT, TO THE MAXIMUM EXTENT ALLOWED BY LAW, WOW! SHALL HAVE NO LIABILITY FOR ANY DAMAGES CAUSED, DIRECTLY OR INDIRECTLY, BY YOUR INABILITY TO ACCESS THE SERVICES, INCLUDING E911SERVICES.

**5. Other Hosted VoIP Service Restrictions.** Hosted VoIP phone service Customers further agree that: (i) the Service must be installed by WOW! "on-net", through the WOW! network, to ensure that the phone has been properly provisioned. Phones not properly installed on the WOW! network first may not properly function "off-net" (i.e., use of the WOW! VoIP phone when connected to the public Internet via a separate telephony, communications or Internet service provider ("Third Party Provider")); (ii) WOW! technical support is not available for phones not connected to the WOW! network. Customer assumes all risks of off-net use of the Service, including any interruption, loss of service or functionality attributable in whole or in part to a Third Party Provider; (iii) Customer is responsible for programming its multi-line phone system to comply with laws relating to location information requirements; and (iv) the Service may not support or be compatible



with certain medical monitoring devices or security systems. Customer must test the functioning and compatibility of the medical devices and/or alarm monitoring services with WOW!'s phone service.

**6. Other Off-Net Service Limitations.** If you subscribe to WOW! Ethernet Services, you agree and acknowledge that the Services may be provided using certain off-net facilities of carriers not affiliated with WOW!. For these purposes, "off-net" means that WOW! may use a third party carriers' facilities to connect back to the WOW! network for delivering services to a Customer location. Unless otherwise specifically agreed to by WOW! in writing, locations served by these "off-net" facilities are not eligible for service level guarantees (SLAs) or credits in the event of a disruption or interruption of services attributable to the off-net facilities. WOW!'s ability to provide off-net services is determined by WOW! in its sole discretion.

**7. CPNI Approval.** Customer has a right, and we have a duty, under federal law, to protect the confidentiality of customer proprietary network information (CPNI). CPNI includes information such as the quantity, technical configuration, type, destination, location and amount of use of a telecommunications service. We desire to use your CPNI (or disclose or permit access to our agents and affiliates that provide communications related services) to market communications related services (such as Internet and cable services) to you. IF YOU APPROVE, YOU DO NOT HAVE TO TAKE ANY ACTION. HOWEVER, YOU DO HAVE THE RIGHT TO RESTRICT OUR USE OF YOUR CPNI. You may deny or withdraw our right to use your CPNI at any time by calling us at 1-888-969-4249. If we do not hear from you within 30 days of this notification, we will assume that you approve our use of CPNI for the purpose of providing you with information about other communications-related services. Denial of approval will not affect the provision of any services to which you subscribe. Approval or denial of approval for use of CPNI outside of the service to which you subscribe is valid until you affirmatively revoke or limit your approval or denial.

**8. Porting of Telephone Numbers.** Until your telephone number is ported to us, your existing local exchange carrier will be responsible for providing access to emergency services such as 911. You agree that, during this porting process, we assume no responsibility and have no liability for the accuracy of the local exchange carrier records or its ability to provide access to 911 services.

**9. Telephone Authorization and New Telephone Numbers.** To complete a phone order, you must execute a Letter of Agency ("LOA") and submit it to WOW!, or otherwise complete a third party verification process. New Telephone numbers are subject to change prior to the install.

**10. Directory listings.** Our liability for any errors or omissions in any directory listings (including liability for failing to publish a listing or publishing an "unlisted" listing) is limited to the amounts paid by you to WOW! for the listing service.

**11. Term and Termination; Early Termination Fee.** The term of this Agreement begins on the Commencement Date and continues for the term specified in the Service Order and is subject to automatic renewal in accordance with the General Terms. The then current General Terms, Service Policies and pricing will apply during any renewal Term. Rates for the Services and associated discounts are based on Customer's agreement to purchase such Services for the entire applicable Term. The Agreement may be terminated in accordance with the General Terms. Notwithstanding anything in the Agreement to the contrary, Customer's termination of the Agreement or Customer's reduction of Services ("downgrade") before the expiration of the agreed upon Term without cause (including a termination for convenience) or WOW!'s early termination of the Agreement for cause, will require that Customer pay to WOW! an early termination fee (ETF) calculated as follows: (a) all unpaid amounts for Services provided through the date of termination; plus (b) all related reasonable expenses of WOW! including, but not necessarily limited to, construction and installation costs, discounts, credits or competitive contract buyout charges and/or all previously waived non-recurring charges for the Services; plus (c) 75% of the monthly recurring charges at the rates stated in an applicable Service Order form or, in the case of a downgrade, the difference between the monthly recurring charges (MRC) at the rates stated in the original Service Order form and the MRC at the rates for the downgraded service, for all months remaining in the applicable Service Order Term. Customer agrees that WOW!'s damages for early termination would be difficult to determine and the termination charges specified herein constitute liquidated damages and are not a penalty. Month-to-month service agreements may be terminated on thirty (30) days prior written notice. If Customer provides notice of termination as specified in this Section but retains WOW! Service, the Customer will be converted automatically to a month to month agreement at the end of the current term, and Customer's pricing for the Service will be modified to reflect WOW!'s current month to month pricing schedule. To terminate this Agreement in accordance with this Section, Customer must notify WOW! Customer Care by written notice to WOW! at WOW! Internet, Cable & Phone, Attn: VP of Business Operations, 7887 E Belleview Ave, Suite 1000, Englewood, CO 80111-6015. The rights and remedies set forth herein shall be in addition to any and all other legal, equitable and administrative rights and remedies available to WOW!.

**12. Access to Premises and Installation of System.** Customer grants WOW! the rights to install, inspect, replace, repair, relocate, alter, operate, remove and maintain its equipment (the "system") in, under and upon the premises at the designated service location(s). Customer, at no cost to WOW!, shall secure and maintain all necessary rights of access to the service location(s) for WOW! to install, operate and remove its equipment and provide the Services. WOW! in its discretion may use any existing cable, conduit or other facilities located within the premises. Customer shall pay any agreed upon custom installation fee. If WOW!'s access rights to the service location are terminated or restricted, early termination fees will apply.

**13. Limitation of Liability, Warranty Disclaimers, Pricing, Indemnification and Arbitration.** You acknowledge that the applicable General Terms and Service Policies contain, among other terms and conditions, limitation of liability, warranty disclaimer, pricing, indemnification and arbitration provisions.

**14. Commercial Use Restrictions on Video.** Customer shall not, and shall not authorize or permit any other person to: order or request pay-per-view, VOD or premium programming for receipt, exhibition or taping in a commercial establishment, nor may Customer exhibit or assist in exhibiting pay-per-view, VOD or premium programming in a commercial establishment, unless expressly authorized in writing to do so, in advance, by both WOW! and our program provider. Customer shall indemnify and hold WOW! harmless against and from any violation of this provision.

**15. Miscellaneous.** All modifications to this Agreement, if any, must be in writing, executed by an authorized WOW! Director or Vice President and the Customer. All other attempts to modify this Agreement shall be void and non-binding on WOW!. This Agreement shall be governed by and construed in accordance with federal law, the regulations of the FCC and the internal laws of the state and locality in which the service is provided, without regard to any conflicts of law provisions. Customer may not assign or otherwise transfer this Agreement in any manner without WOW!'s prior written consent. The parties acknowledge that WOW! is subject to the provisions of its local and/or state franchise agreements, and applicable federal, state and local laws and regulations ("Applicable Law"). Any duty or promise of WOW! under this Agreement that conflicts with any provision of Applicable Law is to that extent void. Notwithstanding, the terms of this Agreement are considered severable, and in the event that any term is rendered unenforceable due to any such conflict or is otherwise found to be invalid or unenforceable, the parties shall replace the invalid or unenforceable portion with another provision that, as nearly as possible, reflects the original intention of the

parties, and the remainder of this Agreement shall remain in full force and effect.

**16. Satisfaction Guarantee for High Speed Internet and Hosted VoIP Services.** Notwithstanding the forgoing, if you are not satisfied with WOW!'s (i) High Speed Internet Service and/or High Speed Internet Service bundled with Business phone and/or video, or (ii) Hosted VoIP Service, for any reason, you may terminate this Agreement and/or disconnect or downgrade your High Speed Internet or Hosted VoIP Services for any reason without incurring the MRC portion of the ETF during the first sixty (60) days of the initial Term of this Agreement (the "Cancellation Period") without incurring the MRC portion of the ETF (as it relates to the disconnected or downgraded Service) by contacting WOW! in writing before the end of the Cancellation Period and notifying WOW! of your decision to terminate this Agreement or disconnect or /downgrade your High Speed Internet or Hosted VoIP services. You will be responsible for: (i) paying for the WOW! Services you received and all other charges and fees that you incurred prior to exercising your rights under this subsection through the date the WOW! Services are disconnected or downgraded; and (ii) construction and installation costs, discounts, credits or competitive contract buyout charges and/or all previously waived non-recurring charges for the Services.

**17. Termination for Chronic Service Failures.** The Parties agree that Customer may terminate the Agreement as to a particular Service Location for a particular service only upon thirty (30) days prior written notice to WOW! if there are three (3) or more service outages for the same particular service, defined as a service outage that lasts for a continuous period of at least two (2) hours, caused by WOW! that occur within a three (3) month period and are not repaired by WOW! within a mean time to repair of four (4) hours; provided, however, this right of termination shall not apply to outages caused by Customer or force majeure events. Customer's termination of the Agreement pursuant to the prior sentence shall be deemed a termination by Customer for cause pursuant to the Agreement, and no early termination fees will apply.



IN WITNESS WHEREOF, the Parties hereto have executed and delivered this Agreement to be effective on the latest date that either party signed this Agreement, as shown below.

WOW! INTERNET, CABLE AND PHONE

CUSTOMER

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

Print Name: Gary Grishkevich

Service Address: 1200 Parkway Dr Grosse Pointe Woods MI 48236

Title: SAM

Phone: \_\_\_\_\_

**CUSTOMER ACKNOWLEDGEMENT:** By signing, I represent, warrant and acknowledge that: (i) I am at least 18 years of age and the owner of or tenant in the premises at the service location(s) identified in the Service Order and have authority to authorize the work or service specified in, and to be bound by, the Service Order and this Agreement; (ii) WOW! may contact me at the phone number above (or such other phone number or email address provided by me to WOW!), which may include autodialed calls, pre-recorded or artificial voice messages, and mobile service commercial email messages; (iii) WOW! manages its Internet Network according to specific Practices and Procedures, which can be found at <http://www.wowforbusiness.com/network-management>; (iv) the Agreement is subject to automatic renewal and early termination fees; and (v) I have read, understood and agree to the contractual terms and notices set forth in this Agreement, including those relating to the PHONE SERVICE E911 NOTICE. The applicable General Terms, Service Policies and Tariffs can be found at <http://www.wowforbusiness.com/policies-and-terms>.

**PIN #** \_\_\_\_\_

WOW! requires that you create a 4-digit PIN that will be required when you request changes to your WOW! Business account. You agree that you are responsible for the security, confidentiality and use of your PIN and shall immediately notify WOW! if there has been an unauthorized release, use or compromise of any such PIN. If you share your PIN with employees, agents or others that interact with WOW! on your behalf and that representative is no longer authorized to make changes on your behalf, it will be your responsibility to immediately contact WOW! and change the PIN. WOW! is not liable for any loss, cost, expense or other liability arising out of any unauthorized access to a service or Customer account by use of Customer's PIN.



## BUSINESS SERVICE ORDER

**BUSINESS:** Grosse Pointe Woods Pump Station

**Phone:** (313) 613-9368

**Date:** 5/11/2020

**CONTACT:** Bruce Smith

**Fed Tax ID:**

**Quote #:** OPP-703922

**PHYSICAL ADDRESS**

1266 Torrey Rd.  
Grosse Pointe Woods MI 48236

**BILLING ADDRESS**

20025 MACK PLAZA DR  
GROSSE POINTE MI  
48236-2343

**CONTRACT TERM**

36 month(s)

**SALES REP**

Gary Grishkevich  
6149484644  
gary.grishkevich@wowinc.com

Product	Line Description	New/ Existing	Qty	Sales Price	Install Fees	Monthly Charges
<b>Data</b>						
HSI Modem Rental	Modem Rental Fee	Renewal	1	\$7.00	\$0.00	\$7.00
<b>Total:</b>					\$ 0.00	\$ 7.00
<b>Voice</b>						
Business Phone Complete COAX	Analog phone line with advanced business features (VM, Unlimited LD Included)	Renewal	2	\$16.00	\$0.00	\$32.00
Network Line Fee	Access Cost Recovery - Business Line	Renewal	1	\$6.50	\$0.00	\$6.50
<b>Total:</b>					\$ 0.00	\$ 38.50
<b>Setup/Install Fees</b>						
Coax Installation Charge - 1 Product	Installation Charge to install/activate a single Coax product ( Business Line or HSI). Activates existing Jacks/Outlets only. New Jacks require an extra charge.	New	1	\$0.00	\$0.00	\$0.00
<b>Total:</b>					\$ 0.00	\$ 0.00
<b>*Pricing subject to approval after internal review*</b>				<b>Total:</b>	\$ 0.00	\$ 45.50
<b>Directory Listing:</b> No Listing		<b>Listing:</b> Non-Listed				
<b>Directory Address:</b> No listing		<b>Phone:</b> No Listing				
<b>YP Heading:</b> No Listing		<b>SIC Code:</b>				
<p>You agree and understand that prices do not include taxes, fees or surcharges, which may include government imposed fees and taxes, government program fees (such as 911, LNP, TRS and universal service), and non-governmental fees and charges (such as the Broadcast TV fee, Sports Surcharge and other specific cost recovery fees, subscriber line charges, line fees, access charges and carrier service fees) and will vary depending upon your service location and the services to which you subscribe. The taxes, fees and surcharges may be changed at any time. During the initial term, your quoted MRC for Internet and Phone services will not change. Video service prices are subject to increase with prior notice. The Agreement is subject to automatic renewal. Early termination fees may apply. Pricing reflected above is a good faith estimate of final cost, which you agree may be reduced by any amount or increased by no more than \$20/mo without further authorization from you.</p> <p style="text-align: right;">_____(Initials)</p>						

## WOW! BUSINESS CUSTOMER AGREEMENT

This WOW! Business Customer Agreement sets forth the terms and conditions under which WOW! Internet, Cable and Phone will provide to Customer the services (the "Service" or "Services") indicated in this Agreement as shown in the attached summary of services or other similar document or work order form ("Service Order"). We sometimes refer to the Customer as "you" or "your", and we refer to the operating company subsidiary of WOW! Internet, Cable and Phone that owns and/or operates the broadband system in your area pursuant to a cable television franchise with the state or local franchising authority and/or the subsidiary that provides phone service in your area as "WOW!", "we", "us", or "our". The Services will be provided to you by the WOW! company that operates in your service area. For our Maryland customers, Services are provided by Anne Arundel Broadband, LLC.

**1. Subscription to Services.** By signing or electronically submitting this Agreement to WOW!, Customer subscribes to the Services identified on the Service Order. The Service Order shall become binding on the parties when (i) it is specifically accepted by WOW! either electronically or in writing, (ii) WOW! begins providing the Services described in the Service Order, or (iii) WOW! begins installation for delivery of the Services described in the Service Order, whichever is earlier; provided, however, the parties agree and acknowledge that the binding effect of the Service Order and this Agreement is contingent upon WOW!'s engineering review to determine the serviceability of the premises. If WOW! determines that the premises do not meet its serviceability requirements, the Service Order and this Agreement shall be of no further force or effect. When a Service Order becomes effective, it shall be deemed part of, and shall be subject to this Agreement.

Upon installation and connection of the necessary facilities and equipment to provide the Services, or in the case of phone, the day phone Service is activated, WOW! shall notify Customer that the Services are available for use, and the date of such notice shall be called the "Commencement Date." Any failure or refusal on the part of Customer to be ready to receive the Services on the Commencement Date shall not relieve Customer of its obligation to pay applicable Service charges.

**2. Terms and Conditions of Service.** Customer's use of the WOW! Services is specifically subject to this Agreement, and Customer's agreement to: (i) the Business Customer General Terms and Conditions (the "General Terms"), ; and (ii) use the Services strictly in accordance with any operating, privacy and/or use policies, and applicable service guides; and (iii) applicable WOW! Tariffs. The General Terms, Service Policies and Tariffs are located at <http://www.wowforbusiness.com/policies-and-terms>, may be modified by WOW! from time to time in accordance with the General Terms and/or applicable law, and are incorporated herein by reference and made a part of this Agreement. Any new terms or policies adopted by WOW!, or any modifications to the existing terms and/or policies will, subject to any notice provisions of the General Terms and applicable law, become effective upon posting a new version of the document on the WOW! Web site at <http://www.wowforbusiness.com/policies-and-terms> (or any successor url(s)). Accordingly, customers and users of the WOW! Services should regularly visit our web site and review these terms and conditions policy to ensure that their activities conform to the most recent version. Notwithstanding the foregoing, if WOW! makes a change to the General Terms that applies to Customer and is material and adverse to Customer, Customer has thirty (30) days following notice of the change to terminate the Agreement without the imposition of early termination charges. Customer's continued receipt of services shall be deemed acceptance of any such change. If WOW! agrees not to apply the changed Terms to you, the Agreement is not subject to early termination. In the event of inconsistency among these documents, precedence will be as follows: (1) any jointly executed amendment or addendum to this Agreement ("Addendum"), (2) the General Terms, (3) the Service Policies, and (4) this Customer Agreement.

**3. Pricing.** During the initial term of the Agreement, your quoted monthly recurring charge for Internet and phone services will not change. Video service prices are subject to change at any time with prior written notice to you. Other prices are subject to change at any time. Prices and price guarantees do not include taxes, fees or surcharges, including but not limited to government imposed fees and taxes, government program fees (such as 911, TRS and universal service), and non-governmental fees (such as subscriber line charges, line fees, access charges, carrier service fees and broadcast TV fee, sports surcharge and other programming cost recovery surcharges) and will apply and vary depending upon your service location and the services to which you subscribe. Not all taxes, fees and surcharges apply to all services. The taxes, fees and surcharges may be changed at any time.

**4. PHONE SERVICE E911 NOTICE.** In some of our service areas, we offer interconnected voice over IP (VoIP) phone services, which may include Hosted VoIP services. Our VoIP phone services have certain limitations and restrictions that do not generally apply to traditional circuit switched phone services. IF YOU ARE SUBSCRIBING TO WOW!'S VOIP PHONE SERVICE, YOU ACKNOWLEDGE RECEIPT AND UNDERSTANDING OF THE FOLLOWING E911 NOTICE: WOW!'S VOIP PHONE SERVICE ALLOWS YOU TO ACCESS E911 SERVICES. YOU WILL NOT BE ABLE TO ACCESS E911, HOWEVER: (I) IN THE EVENT OF A POWER OUTAGE BEYOND THE DURATION OF ANY BACK-UP POWER SOURCES. WOW! MAY PROVIDE A BATTERY BACK-UP WHICH WILL PROVIDE POWER TO THE WOW! MODEM FOR A LIMITED PERIOD OF TIME IN THE EVENT OF A POWER OUTAGE. BATTERY BACKUP IS NOT GUARANTEED, AND DOES NOT SUPPLY POWER TO THE PHONE ITSELF. YOU SHOULD NOTIFY WOW! IMMEDIATELY IF THE BATTERY IS LOW, EXHAUSTED OR INOPERABLE. IF WOW! DOES NOT PROVIDE A MODEM OR BACKUP BATTERY POWER FOR WOW! SERVICES UTILIZING A TELEPHONE CABLE MODEM, YOU MUST PROVIDE IT AND IT WILL REMAIN YOUR RESPONSIBILITY IN ALL RESPECTS; (II) IN THE EVENT OF A NETWORK OUTAGE; OR (III) DURING PERIODS WHEN YOUR BROADBAND OR INTERNET CONNECTION IS UNAVAILABLE. YOU SHOULD NEVER MOVE THE LOCATION OF YOUR WOW! PROVIDED ADVANCED MODEM OR PHONE EQUIPMENT WITHOUT PROPERLY CHANGING YOUR EMERGENCY SERVICE LOCATION ADDRESS. THE ADDRESS ASSOCIATED WITH AN E911 CALL IS THE AUTHORIZED ADDRESS WHERE WOW! SERVICE WAS ORIGINALLY PROVIDED. IF YOU MOVE THE ADVANCED MODEM OR OTHER WOW! PHONE EQUIPMENT FROM THE ORIGINAL SERVICE LOCATION, A CALL TO E911 USING THAT EQUIPMENT WILL STILL IDENTIFY THE ORIGINAL SERVICE LOCATION. YOU AGREE THAT YOU ARE RESPONSIBLE FOR: (I) CHANGING YOUR EMERGENCY SERVICE LOCATION ANY TIME YOU MOVE YOUR MODEM OR PHONE EQUIPMENT BY EITHER ACCESSING THE WOW! COMMUNICATIONS PORTAL (WHERE AVAILABLE) OR CONTACTING US; AND (II) NOTIFYING END USERS OF THE SERVICE OF THE LIMITATIONS AND REQUIREMENTS DESCRIBED IN THIS SECTION. YOU ARE AWARE THAT THERE MAY BE A DELAY OF AT LEAST ONE BUSINESS DAY AFTER WOW!'S INSTALLATION OF SERVICE AND A DELAY OF AT LEAST THREE (3) BUSINESS DAYS WHEN YOU CHANGE YOUR EMERGENCY SERVICE LOCATION, FOR E911 SERVICE AVAILABILITY. WOW! WILL BE UNABLE TO REGISTER ANY SERVICE LOCATION PROVIDED IN CONJUNCTION WITH THE USE OF THE SERVICE AND/OR WOW! EQUIPMENT THAT IS OUTSIDE ITS 911/E911 PHONE SERVICE SUPPORT AREA. IN SUCH CIRCUMSTANCES, CUSTOMER WILL BE REQUIRED TO USE AN ALTERNATIVE MEANS OF ACCESSING 911/E911. YOU AGREE THAT, TO THE MAXIMUM EXTENT ALLOWED BY LAW, WOW! SHALL HAVE NO LIABILITY FOR ANY DAMAGES CAUSED, DIRECTLY OR INDIRECTLY, BY YOUR INABILITY TO ACCESS THE SERVICES, INCLUDING E911 SERVICES.

**5. Other Hosted VoIP Service Restrictions.** Hosted VoIP phone service Customers further agree that: (i) the Service must be installed by WOW! "on-net", through the WOW! network, to ensure that the phone has been properly provisioned. Phones not properly installed on the WOW! network first may not properly function "off-net" (i.e., use of the WOW! VoIP phone when connected to the public Internet via a separate telephony, communications or Internet service provider ("Third Party Provider")); (ii) WOW! technical support is not available for phones not connected to the WOW! network. Customer assumes all risks of off-net use of the Service, including any interruption, loss of service or functionality attributable in whole or in part to a Third Party Provider; (iii) Customer is responsible for programming its multi-line phone system to comply with laws relating to location information requirements; and (iv) the Service may not support or be compatible



with certain medical monitoring devices or security systems. Customer must test the functioning and compatibility of the medical devices and/or alarm monitoring services with WOW!'s phone service.

**6. Other Off-Net Service Limitations.** If you subscribe to WOW! Ethernet Services, you agree and acknowledge that the Services may be provided using certain off-net facilities of carriers not affiliated with WOW!. For these purposes, "off-net" means that WOW! may use a third party carriers' facilities to connect back to the WOW! network for delivering services to a Customer location. Unless otherwise specifically agreed to by WOW! in writing, locations served by these "off-net" facilities are not eligible for service level guarantees (SLAs) or credits in the event of a disruption or interruption of services attributable to the off-net facilities. WOW!'s ability to provide off-net services is determined by WOW! in its sole discretion.

**7. CPNI Approval.** Customer has a right, and we have a duty, under federal law, to protect the confidentiality of customer proprietary network information (CPNI). CPNI includes information such as the quantity, technical configuration, type, destination, location and amount of use of a telecommunications service. We desire to use your CPNI (or disclose or permit access to our agents and affiliates that provide communications related services) to market communications related services (such as Internet and cable services) to you. IF YOU APPROVE, YOU DO NOT HAVE TO TAKE ANY ACTION. HOWEVER, YOU DO HAVE THE RIGHT TO RESTRICT OUR USE OF YOUR CPNI. You may deny or withdraw our right to use your CPNI at any time by calling us at 1-888-969-4249. If we do not hear from you within 30 days of this notification, we will assume that you approve our use of CPNI for the purpose of providing you with information about other communications-related services. Denial of approval will not affect the provision of any services to which you subscribe. Approval or denial of approval for use of CPNI outside of the service to which you subscribe is valid until you affirmatively revoke or limit your approval or denial.

**8. Porting of Telephone Numbers.** Until your telephone number is ported to us, your existing local exchange carrier will be responsible for providing access to emergency services such as 911. You agree that, during this porting process, we assume no responsibility and have no liability for the accuracy of the local exchange carrier records or its ability to provide access to 911 services.

**9. Telephone Authorization and New Telephone Numbers.** To complete a phone order, you must execute a Letter of Agency ("LOA") and submit it to WOW!, or otherwise complete a third party verification process. New Telephone numbers are subject to change prior to the install.

**10. Directory listings.** Our liability for any errors or omissions in any directory listings (including liability for failing to publish a listing or publishing an "unlisted" listing) is limited to the amounts paid by you to WOW! for the listing service.

**11. Term and Termination; Early Termination Fee.** The term of this Agreement begins on the Commencement Date and continues for the term specified in the Service Order and is subject to automatic renewal in accordance with the General Terms. The then current General Terms, Service Policies and pricing will apply during any renewal Term. Rates for the Services and associated discounts are based on Customer's agreement to purchase such Services for the entire applicable Term. The Agreement may be terminated in accordance with the General Terms. Notwithstanding anything in the Agreement to the contrary, Customer's termination of the Agreement or Customer's reduction of Services ("downgrade") before the expiration of the agreed upon Term without cause (including a termination for convenience) or WOW!'s early termination of the Agreement for cause, will require that Customer pay to WOW! an early termination fee (ETF) calculated as follows: (a) all unpaid amounts for Services provided through the date of termination; plus (b) all related reasonable expenses of WOW! including, but not necessarily limited to, construction and installation costs, discounts, credits or competitive contract buyout charges and/or all previously waived non-recurring charges for the Services; plus (c) 75% of the monthly recurring charges at the rates stated in an applicable Service Order form or, in the case of a downgrade, the difference between the monthly recurring charges (MRC) at the rates stated in the original Service Order form and the MRC at the rates for the downgraded service, for all months remaining in the applicable Service Order Term. Customer agrees that WOW!'s damages for early termination would be difficult to determine and the termination charges specified herein constitute liquidated damages and are not a penalty. Month-to-month service agreements may be terminated on thirty (30) days prior written notice. If Customer provides notice of termination as specified in this Section but retains WOW! Service, the Customer will be converted automatically to a month to month agreement at the end of the current term, and Customer's pricing for the Service will be modified to reflect WOW!'s current month to month pricing schedule. To terminate this Agreement in accordance with this Section, Customer must notify WOW! Customer Care by written notice to WOW! at WOW! Internet, Cable & Phone, Attn: VP of Business Operations, 7887 E Belleview Ave, Suite 1000, Englewood, CO 80111-6015. The rights and remedies set forth herein shall be in addition to any and all other legal, equitable and administrative rights and remedies available to WOW!.

**12. Access to Premises and Installation of System.** Customer grants WOW! the rights to install, inspect, replace, repair, relocate, alter, operate, remove and maintain its equipment (the "system") in, under and upon the premises at the designated service location(s). Customer, at no cost to WOW!, shall secure and maintain all necessary rights of access to the service location(s) for WOW! to install, operate and remove its equipment and provide the Services. WOW! in its discretion may use any existing cable, conduit or other facilities located within the premises. Customer shall pay any agreed upon custom installation fee. If WOW!'s access rights to the service location are terminated or restricted, early termination fees will apply.

**13. Limitation of Liability, Warranty Disclaimers, Pricing, Indemnification and Arbitration.** You acknowledge that the applicable General Terms and Service Policies contain, among other terms and conditions, limitation of liability, warranty disclaimer, pricing, indemnification and arbitration provisions.

**14. Commercial Use Restrictions on Video.** Customer shall not, and shall not authorize or permit any other person to: order or request pay-per-view, VOD or premium programming for receipt, exhibition or taping in a commercial establishment, nor may Customer exhibit or assist in exhibiting pay-per-view, VOD or premium programming in a commercial establishment, unless expressly authorized in writing to do so, in advance, by both WOW! and our program provider. Customer shall indemnify and hold WOW! harmless against and from any violation of this provision.

**15. Miscellaneous.** All modifications to this Agreement, if any, must be in writing, executed by an authorized WOW! Director or Vice President and the Customer. All other attempts to modify this Agreement shall be void and non-binding on WOW!. This Agreement shall be governed by and construed in accordance with federal law, the regulations of the FCC and the internal laws of the state and locality in which the service is provided, without regard to any conflicts of law provisions. Customer may not assign or otherwise transfer this Agreement in any manner without WOW!'s prior written consent. The parties acknowledge that WOW! is subject to the provisions of its local and/or state franchise agreements, and applicable federal, state and local laws and regulations ("Applicable Law"). Any duty or promise of WOW! under this Agreement that conflicts with any provision of Applicable Law is to that extent void. Notwithstanding, the terms of this Agreement are considered severable, and in the event that any term is rendered unenforceable due to any such conflict or is otherwise found to be invalid or unenforceable, the parties shall replace the invalid or unenforceable portion with another provision that, as nearly as possible, reflects the original intention of the

parties, and the remainder of this Agreement shall remain in full force and effect.

**16. Satisfaction Guarantee for High Speed Internet and Hosted VoIP Services.** Notwithstanding the forgoing, if you are not satisfied with WOW!'s (i) High Speed Internet Service and/or High Speed Internet Service bundled with Business phone and/or video, or (ii) Hosted VoIP Service, for any reason, you may terminate this Agreement and/or disconnect or downgrade your High Speed Internet or Hosted VoIP Services for any reason without incurring the MRC portion of the ETF during the first sixty (60) days of the initial Term of this Agreement (the "Cancellation Period") without incurring the MRC portion of the ETF (as it relates to the disconnected or downgraded Service) by contacting WOW! in writing before the end of the Cancellation Period and notifying WOW! of your decision to terminate this Agreement or disconnect or /downgrade your High Speed Internet or Hosted VoIP services. You will be responsible for: (i) paying for the WOW! Services you received and all other charges and fees that you incurred prior to exercising your rights under this subsection through the date the WOW! Services are disconnected or downgraded; and (ii) construction and installation costs, discounts, credits or competitive contract buyout charges and/or all previously waived non-recurring charges for the Services.

**17. Termination for Chronic Service Failures.** The Parties agree that Customer may terminate the Agreement as to a particular Service Location for a particular service only upon thirty (30) days prior written notice to WOW! if there are three (3) or more service outages for the same particular service, defined as a service outage that lasts for a continuous period of at least two (2) hours, caused by WOW! that occur within a three (3) month period and are not repaired by WOW! within a mean time to repair of four (4) hours; provided, however, this right of termination shall not apply to outages caused by Customer or force majeure events. Customer's termination of the Agreement pursuant to the prior sentence shall be deemed a termination by Customer for cause pursuant to the Agreement, and no early termination fees will apply.



IN WITNESS WHEREOF, the Parties hereto have executed and delivered this Agreement to be effective on the latest date that either party signed this Agreement, as shown below.

WOW! INTERNET, CABLE AND PHONE

CUSTOMER

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

Print Name: Gary Grishkevich

Service Address: 1266 Torrey Rd. Grosse Pointe Woods MI 48236

Title: SAM

Phone: (313) 613-9368

**CUSTOMER ACKNOWLEDGEMENT:** By signing, I represent, warrant and acknowledge that: (i) I am at least 18 years of age and the owner of or tenant in the premises at the service location(s) identified in the Service Order and have authority to authorize the work or service specified in, and to be bound by, the Service Order and this Agreement; (ii) WOW! may contact me at the phone number above (or such other phone number or email address provided by me to WOW!), which may include autodialed calls, pre-recorded or artificial voice messages, and mobile service commercial email messages; (iii) WOW! manages its Internet Network according to specific Practices and Procedures, which can be found at <http://www.wowforbusiness.com/network-management>; (iv) the Agreement is subject to automatic renewal and early termination fees; and (v) I have read, understood and agree to the contractual terms and notices set forth in this Agreement, including those relating to the PHONE SERVICE E911 NOTICE. The applicable General Terms, Service Policies and Tariffs can be found at <http://www.wowforbusiness.com/policies-and-terms>.

**PIN #** \_\_\_\_\_

WOW! requires that you create a 4-digit PIN that will be required when you request changes to your WOW! Business account. You agree that you are responsible for the security, confidentiality and use of your PIN and shall immediately notify WOW! if there has been an unauthorized release, use or compromise of any such PIN. If you share your PIN with employees, agents or others that interact with WOW! on your behalf and that representative is no longer authorized to make changes on your behalf, it will be your responsibility to immediately contact WOW! and change the PIN. WOW! is not liable for any loss, cost, expense or other liability arising out of any unauthorized access to a service or Customer account by use of Customer's PIN.



## BUSINESS SERVICE ORDER

**BUSINESS:** Grosse Pointe Woods City Hall

**Phone:**

**Date:** 5/11/2020

**CONTACT:** Bruce Smith

**Fed Tax ID:**

**Quote #:** OPP-704002

**PHYSICAL ADDRESS**

20025 Mack Ave  
Grosse Pointe Woods Michigan  
48236

**BILLING ADDRESS**

20025 Mack Avenue  
Grosse Pointe Woods Michigan  
48236

**CONTRACT TERM**

36 month(s)

**SALES REP**

Gary Grishkevich  
6149484644  
gary.grishkevich@wowinc.com

Product	Line Description	New/ Existing	Qty	Sales Price	Install Fees	Monthly Charges
<b>Voice</b>						
Network Line Fee	Access Cost Recovery - Business Line	Renewal	1	\$6.50	\$0.00	\$6.50
Business Phone Complete COAX	Analog phone line with advanced business features (VM, Unlimited LD Included)	Renewal	7	\$19.98	\$0.00	\$139.86
24 Port Integrated Access Device w/Battery	IAD with Battery supports up to 24 Analog Lines	Renewal	1	\$59.99	\$0.00	\$59.99
<b>Total:</b>					\$ 0.00	\$ 206.35
<b>Setup/Install Fees</b>						
Coax Installation Charge - 1 Product	Installation Charge to install/activate a single Coax product ( Business Line or HSI). Activates existing Jacks/Outlets only. New Jacks require an extra charge.	New	1	\$0.00	\$0.00	\$0.00
<b>Total:</b>					\$ 0.00	\$ 0.00
<b>*Pricing subject to approval after internal review*</b>				<b>Total:</b>	\$ 0.00	\$ 206.35

<b>Directory Listing:</b>	<b>Listing:</b>
<b>Directory Address:</b>	<b>Phone:</b>
<b>YP Heading:</b>	<b>SIC Code:</b>

You agree and understand that prices do not include taxes, fees or surcharges, which may include government imposed fees and taxes, government program fees (such as 911, LNP, TRS and universal service), and non-governmental fees and charges (such as the Broadcast TV fee, Sports Surcharge and other specific cost recovery fees, subscriber line charges, line fees, access charges and carrier service fees) and will vary depending upon your service location and the services to which you subscribe. The taxes, fees and surcharges may be changed at any time. During the initial term, your quoted MRC for Internet and Phone services will not change. Video service prices are subject to increase with prior notice. The Agreement is subject to automatic renewal. Early termination fees may apply. Pricing reflected above is a good faith estimate of final cost, which you agree may be reduced by any amount or increased by no more than \$20/mo without further authorization from you.

\_\_\_\_\_(Initials)

## WOW! BUSINESS CUSTOMER AGREEMENT

This WOW! Business Customer Agreement sets forth the terms and conditions under which WOW! Internet, Cable and Phone will provide to Customer the services (the "Service" or "Services") indicated in this Agreement as shown in the attached summary of services or other similar document or work order form ("Service Order"). We sometimes refer to the Customer as "you" or "your", and we refer to the operating company subsidiary of WOW! Internet, Cable and Phone that owns and/or operates the broadband system in your area pursuant to a cable television franchise with the state or local franchising authority and/or the subsidiary that provides phone service in your area as "WOW!", "we", "us", or "our". The Services will be provided to you by the WOW! company that operates in your service area. For our Maryland customers, Services are provided by Anne Arundel Broadband, LLC.

**1. Subscription to Services.** By signing or electronically submitting this Agreement to WOW!, Customer subscribes to the Services identified on the Service Order. The Service Order shall become binding on the parties when (i) it is specifically accepted by WOW! either electronically or in writing, (ii) WOW! begins providing the Services described in the Service Order, or (iii) WOW! begins installation for delivery of the Services described in the Service Order, whichever is earlier; provided, however, the parties agree and acknowledge that the binding effect of the Service Order and this Agreement is contingent upon WOW!'s engineering review to determine the serviceability of the premises. If WOW! determines that the premises do not meet its serviceability requirements, the Service Order and this Agreement shall be of no further force or effect. When a Service Order becomes effective, it shall be deemed part of, and shall be subject to this Agreement.

Upon installation and connection of the necessary facilities and equipment to provide the Services, or in the case of phone, the day phone Service is activated, WOW! shall notify Customer that the Services are available for use, and the date of such notice shall be called the "Commencement Date." Any failure or refusal on the part of Customer to be ready to receive the Services on the Commencement Date shall not relieve Customer of its obligation to pay applicable Service charges.

**2. Terms and Conditions of Service.** Customer's use of the WOW! Services is specifically subject to this Agreement, and Customer's agreement to: (i) the Business Customer General Terms and Conditions (the "General Terms"), ; and (ii) use the Services strictly in accordance with any operating, privacy and/or use policies, and applicable service guides; and (iii) applicable WOW! Tariffs. The General Terms, Service Policies and Tariffs are located at <http://www.wowforbusiness.com/policies-and-terms>, may be modified by WOW! from time to time in accordance with the General Terms and/or applicable law, and are incorporated herein by reference and made a part of this Agreement. Any new terms or policies adopted by WOW!, or any modifications to the existing terms and/or policies will, subject to any notice provisions of the General Terms and applicable law, become effective upon posting a new version of the document on the WOW! Web site at <http://www.wowforbusiness.com/policies-and-terms> (or any successor url(s)). Accordingly, customers and users of the WOW! Services should regularly visit our web site and review these terms and conditions policy to ensure that their activities conform to the most recent version. Notwithstanding the foregoing, if WOW! makes a change to the General Terms that applies to Customer and is material and adverse to Customer, Customer has thirty (30) days following notice of the change to terminate the Agreement without the imposition of early termination charges. Customer's continued receipt of services shall be deemed acceptance of any such change. If WOW! agrees not to apply the changed Terms to you, the Agreement is not subject to early termination. In the event of inconsistency among these documents, precedence will be as follows: (1) any jointly executed amendment or addendum to this Agreement ("Addendum"), (2) the General Terms, (3) the Service Policies, and (4) this Customer Agreement.

**3. Pricing.** During the initial term of the Agreement, your quoted monthly recurring charge for Internet and phone services will not change. Video service prices are subject to change at any time with prior written notice to you. Other prices are subject to change at any time. Prices and price guarantees do not include taxes, fees or surcharges, including but not limited to government imposed fees and taxes, government program fees (such as 911, TRS and universal service), and non-governmental fees (such as subscriber line charges, line fees, access charges, carrier service fees and broadcast TV fee, sports surcharge and other programming cost recovery surcharges) and will apply and vary depending upon your service location and the services to which you subscribe. Not all taxes, fees and surcharges apply to all services. The taxes, fees and surcharges may be changed at any time.

**4. PHONE SERVICE E911 NOTICE.** In some of our service areas, we offer interconnected voice over IP (VoIP) phone services, which may include Hosted VoIP services. Our VoIP phone services have certain limitations and restrictions that do not generally apply to traditional circuit switched phone services. IF YOU ARE SUBSCRIBING TO WOW!'S VOIP PHONE SERVICE, YOU ACKNOWLEDGE RECEIPT AND UNDERSTANDING OF THE FOLLOWING E911 NOTICE: WOW!'S VOIP PHONE SERVICE ALLOWS YOU TO ACCESS E911 SERVICES. YOU WILL NOT BE ABLE TO ACCESS E911, HOWEVER: (I) IN THE EVENT OF A POWER OUTAGE BEYOND THE DURATION OF ANY BACK-UP POWER SOURCES. WOW! MAY PROVIDE A BATTERY BACK-UP WHICH WILL PROVIDE POWER TO THE WOW! MODEM FOR A LIMITED PERIOD OF TIME IN THE EVENT OF A POWER OUTAGE. BATTERY BACKUP IS NOT GUARANTEED, AND DOES NOT SUPPLY POWER TO THE PHONE ITSELF. YOU SHOULD NOTIFY WOW! IMMEDIATELY IF THE BATTERY IS LOW, EXHAUSTED OR INOPERABLE. IF WOW! DOES NOT PROVIDE A MODEM OR BACKUP BATTERY POWER FOR WOW! SERVICES UTILIZING A TELEPHONE CABLE MODEM, YOU MUST PROVIDE IT AND IT WILL REMAIN YOUR RESPONSIBILITY IN ALL RESPECTS; (II) IN THE EVENT OF A NETWORK OUTAGE; OR (III) DURING PERIODS WHEN YOUR BROADBAND OR INTERNET CONNECTION IS UNAVAILABLE. YOU SHOULD NEVER MOVE THE LOCATION OF YOUR WOW! PROVIDED ADVANCED MODEM OR PHONE EQUIPMENT WITHOUT PROPERLY CHANGING YOUR EMERGENCY SERVICE LOCATION ADDRESS. THE ADDRESS ASSOCIATED WITH AN E911 CALL IS THE AUTHORIZED ADDRESS WHERE WOW! SERVICE WAS ORIGINALLY PROVIDED. IF YOU MOVE THE ADVANCED MODEM OR OTHER WOW! PHONE EQUIPMENT FROM THE ORIGINAL SERVICE LOCATION, A CALL TO E911 USING THAT EQUIPMENT WILL STILL IDENTIFY THE ORIGINAL SERVICE LOCATION. YOU AGREE THAT YOU ARE RESPONSIBLE FOR: (I) CHANGING YOUR EMERGENCY SERVICE LOCATION ANY TIME YOU MOVE YOUR MODEM OR PHONE EQUIPMENT BY EITHER ACCESSING THE WOW! COMMUNICATIONS PORTAL (WHERE AVAILABLE) OR CONTACTING US; AND (II) NOTIFYING END USERS OF THE SERVICE OF THE LIMITATIONS AND REQUIREMENTS DESCRIBED IN THIS SECTION. YOU ARE AWARE THAT THERE MAY BE A DELAY OF AT LEAST ONE BUSINESS DAY AFTER WOW!'S INSTALLATION OF SERVICE AND A DELAY OF AT LEAST THREE (3) BUSINESS DAYS WHEN YOU CHANGE YOUR EMERGENCY SERVICE LOCATION, FOR E911 SERVICE AVAILABILITY. WOW! WILL BE UNABLE TO REGISTER ANY SERVICE LOCATION PROVIDED IN CONJUNCTION WITH THE USE OF THE SERVICE AND/OR WOW! EQUIPMENT THAT IS OUTSIDE ITS 911/E911 PHONE SERVICE SUPPORT AREA. IN SUCH CIRCUMSTANCES, CUSTOMER WILL BE REQUIRED TO USE AN ALTERNATIVE MEANS OF ACCESSING 911/E911. YOU AGREE THAT, TO THE MAXIMUM EXTENT ALLOWED BY LAW, WOW! SHALL HAVE NO LIABILITY FOR ANY DAMAGES CAUSED, DIRECTLY OR INDIRECTLY, BY YOUR INABILITY TO ACCESS THE SERVICES, INCLUDING E911 SERVICES.

**5. Other Hosted VoIP Service Restrictions.** Hosted VoIP phone service Customers further agree that: (i) the Service must be installed by WOW! "on-net", through the WOW! network, to ensure that the phone has been properly provisioned. Phones not properly installed on the WOW! network first may not properly function "off-net" (i.e., use of the WOW! VoIP phone when connected to the public Internet via a separate telephony, communications or Internet service provider ("Third Party Provider")); (ii) WOW! technical support is not available for phones not connected to the WOW! network. Customer assumes all risks of off-net use of the Service, including any interruption, loss of service or functionality attributable in whole or in part to a Third Party Provider; (iii) Customer is responsible for programming its multi-line phone system to comply with laws relating to location information requirements; and (iv) the Service may not support or be compatible



with certain medical monitoring devices or security systems. Customer must test the functioning and compatibility of the medical devices and/or alarm monitoring services with WOW!'s phone service.

**6. Other Off-Net Service Limitations.** If you subscribe to WOW! Ethernet Services, you agree and acknowledge that the Services may be provided using certain off-net facilities of carriers not affiliated with WOW!. For these purposes, "off-net" means that WOW! may use a third party carriers' facilities to connect back to the WOW! network for delivering services to a Customer location. Unless otherwise specifically agreed to by WOW! in writing, locations served by these "off-net" facilities are not eligible for service level guarantees (SLAs) or credits in the event of a disruption or interruption of services attributable to the off-net facilities. WOW!'s ability to provide off-net services is determined by WOW! in its sole discretion.

**7. CPNI Approval.** Customer has a right, and we have a duty, under federal law, to protect the confidentiality of customer proprietary network information (CPNI). CPNI includes information such as the quantity, technical configuration, type, destination, location and amount of use of a telecommunications service. We desire to use your CPNI (or disclose or permit access to our agents and affiliates that provide communications related services) to market communications related services (such as Internet and cable services) to you. IF YOU APPROVE, YOU DO NOT HAVE TO TAKE ANY ACTION. HOWEVER, YOU DO HAVE THE RIGHT TO RESTRICT OUR USE OF YOUR CPNI. You may deny or withdraw our right to use your CPNI at any time by calling us at 1-888-969-4249. If we do not hear from you within 30 days of this notification, we will assume that you approve our use of CPNI for the purpose of providing you with information about other communications-related services. Denial of approval will not affect the provision of any services to which you subscribe. Approval or denial of approval for use of CPNI outside of the service to which you subscribe is valid until you affirmatively revoke or limit your approval or denial.

**8. Porting of Telephone Numbers.** Until your telephone number is ported to us, your existing local exchange carrier will be responsible for providing access to emergency services such as 911. You agree that, during this porting process, we assume no responsibility and have no liability for the accuracy of the local exchange carrier records or its ability to provide access to 911 services.

**9. Telephone Authorization and New Telephone Numbers.** To complete a phone order, you must execute a Letter of Agency ("LOA") and submit it to WOW!, or otherwise complete a third party verification process. New Telephone numbers are subject to change prior to the install.

**10. Directory listings.** Our liability for any errors or omissions in any directory listings (including liability for failing to publish a listing or publishing an "unlisted" listing) is limited to the amounts paid by you to WOW! for the listing service.

**11. Term and Termination; Early Termination Fee.** The term of this Agreement begins on the Commencement Date and continues for the term specified in the Service Order and is subject to automatic renewal in accordance with the General Terms. The then current General Terms, Service Policies and pricing will apply during any renewal Term. Rates for the Services and associated discounts are based on Customer's agreement to purchase such Services for the entire applicable Term. The Agreement may be terminated in accordance with the General Terms. Notwithstanding anything in the Agreement to the contrary, Customer's termination of the Agreement or Customer's reduction of Services ("downgrade") before the expiration of the agreed upon Term without cause (including a termination for convenience) or WOW!'s early termination of the Agreement for cause, will require that Customer pay to WOW! an early termination fee (ETF) calculated as follows: (a) all unpaid amounts for Services provided through the date of termination; plus (b) all related reasonable expenses of WOW! including, but not necessarily limited to, construction and installation costs, discounts, credits or competitive contract buyout charges and/or all previously waived non-recurring charges for the Services; plus (c) 75% of the monthly recurring charges at the rates stated in an applicable Service Order form or, in the case of a downgrade, the difference between the monthly recurring charges (MRC) at the rates stated in the original Service Order form and the MRC at the rates for the downgraded service, for all months remaining in the applicable Service Order Term. Customer agrees that WOW!'s damages for early termination would be difficult to determine and the termination charges specified herein constitute liquidated damages and are not a penalty. Month-to-month service agreements may be terminated on thirty (30) days prior written notice. If Customer provides notice of termination as specified in this Section but retains WOW! Service, the Customer will be converted automatically to a month to month agreement at the end of the current term, and Customer's pricing for the Service will be modified to reflect WOW!'s current month to month pricing schedule. To terminate this Agreement in accordance with this Section, Customer must notify WOW! Customer Care by written notice to WOW! at WOW! Internet, Cable & Phone, Attn: VP of Business Operations, 7887 E Belleview Ave, Suite 1000, Englewood, CO 80111-6015. The rights and remedies set forth herein shall be in addition to any and all other legal, equitable and administrative rights and remedies available to WOW!.

**12. Access to Premises and Installation of System.** Customer grants WOW! the rights to install, inspect, replace, repair, relocate, alter, operate, remove and maintain its equipment (the "system") in, under and upon the premises at the designated service location(s). Customer, at no cost to WOW!, shall secure and maintain all necessary rights of access to the service location(s) for WOW! to install, operate and remove its equipment and provide the Services. WOW! in its discretion may use any existing cable, conduit or other facilities located within the premises. Customer shall pay any agreed upon custom installation fee. If WOW!'s access rights to the service location are terminated or restricted, early termination fees will apply.

**13. Limitation of Liability, Warranty Disclaimers, Pricing, Indemnification and Arbitration.** You acknowledge that the applicable General Terms and Service Policies contain, among other terms and conditions, limitation of liability, warranty disclaimer, pricing, indemnification and arbitration provisions.

**14. Commercial Use Restrictions on Video.** Customer shall not, and shall not authorize or permit any other person to: order or request pay-per-view, VOD or premium programming for receipt, exhibition or taping in a commercial establishment, nor may Customer exhibit or assist in exhibiting pay-per-view, VOD or premium programming in a commercial establishment, unless expressly authorized in writing to do so, in advance, by both WOW! and our program provider. Customer shall indemnify and hold WOW! harmless against and from any violation of this provision.

**15. Miscellaneous.** All modifications to this Agreement, if any, must be in writing, executed by an authorized WOW! Director or Vice President and the Customer. All other attempts to modify this Agreement shall be void and non-binding on WOW!. This Agreement shall be governed by and construed in accordance with federal law, the regulations of the FCC and the internal laws of the state and locality in which the service is provided, without regard to any conflicts of law provisions. Customer may not assign or otherwise transfer this Agreement in any manner without WOW!'s prior written consent. The parties acknowledge that WOW! is subject to the provisions of its local and/or state franchise agreements, and applicable federal, state and local laws and regulations ("Applicable Law"). Any duty or promise of WOW! under this Agreement that conflicts with any provision of Applicable Law is to that extent void. Notwithstanding, the terms of this Agreement are considered severable, and in the event that any term is rendered unenforceable due to any such conflict or is otherwise found to be invalid or unenforceable, the parties shall replace the invalid or unenforceable portion with another provision that, as nearly as possible, reflects the original intention of the

parties, and the remainder of this Agreement shall remain in full force and effect.

**16. Satisfaction Guarantee for High Speed Internet and Hosted VoIP Services.** Notwithstanding the forgoing, if you are not satisfied with WOW!'s (i) High Speed Internet Service and/or High Speed Internet Service bundled with Business phone and/or video, or (ii) Hosted VoIP Service, for any reason, you may terminate this Agreement and/or disconnect or downgrade your High Speed Internet or Hosted VoIP Services for any reason without incurring the MRC portion of the ETF during the first sixty (60) days of the initial Term of this Agreement (the "Cancellation Period") without incurring the MRC portion of the ETF (as it relates to the disconnected or downgraded Service) by contacting WOW! in writing before the end of the Cancellation Period and notifying WOW! of your decision to terminate this Agreement or disconnect or /downgrade your High Speed Internet or Hosted VoIP services. You will be responsible for: (i) paying for the WOW! Services you received and all other charges and fees that you incurred prior to exercising your rights under this subsection through the date the WOW! Services are disconnected or downgraded; and (ii) construction and installation costs, discounts, credits or competitive contract buyout charges and/or all previously waived non-recurring charges for the Services.

**17. Termination for Chronic Service Failures.** The Parties agree that Customer may terminate the Agreement as to a particular Service Location for a particular service only upon thirty (30) days prior written notice to WOW! if there are three (3) or more service outages for the same particular service, defined as a service outage that lasts for a continuous period of at least two (2) hours, caused by WOW! that occur within a three (3) month period and are not repaired by WOW! within a mean time to repair of four (4) hours; provided, however, this right of termination shall not apply to outages caused by Customer or force majeure events. Customer's termination of the Agreement pursuant to the prior sentence shall be deemed a termination by Customer for cause pursuant to the Agreement, and no early termination fees will apply.



IN WITNESS WHEREOF, the Parties hereto have executed and delivered this Agreement to be effective on the latest date that either party signed this Agreement, as shown below.

WOW! INTERNET, CABLE AND PHONE

CUSTOMER

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

Print Name: Gary Grishkevich

Service Address: 20025 Mack Ave Grosse Pointe Woods Michigan  
48236

Title: SAM

Phone: \_\_\_\_\_

**CUSTOMER ACKNOWLEDGEMENT:** By signing, I represent, warrant and acknowledge that: (i) I am at least 18 years of age and the owner of or tenant in the premises at the service location(s) identified in the Service Order and have authority to authorize the work or service specified in, and to be bound by, the Service Order and this Agreement; (ii) WOW! may contact me at the phone number above (or such other phone number or email address provided by me to WOW!), which may include autodialed calls, pre-recorded or artificial voice messages, and mobile service commercial email messages; (iii) WOW! manages its Internet Network according to specific Practices and Procedures, which can be found at <http://www.wowforbusiness.com/network-management>; (iv) the Agreement is subject to automatic renewal and early termination fees; and (v) I have read, understood and agree to the contractual terms and notices set forth in this Agreement, including those relating to the PHONE SERVICE E911 NOTICE. The applicable General Terms, Service Policies and Tariffs can be found at <http://www.wowforbusiness.com/policies-and-terms>.

**PIN #** \_\_\_\_\_

WOW! requires that you create a 4-digit PIN that will be required when you request changes to your WOW! Business account. You agree that you are responsible for the security, confidentiality and use of your PIN and shall immediately notify WOW! if there has been an unauthorized release, use or compromise of any such PIN. If you share your PIN with employees, agents or others that interact with WOW! on your behalf and that representative is no longer authorized to make changes on your behalf, it will be your responsibility to immediately contact WOW! and change the PIN. WOW! is not liable for any loss, cost, expense or other liability arising out of any unauthorized access to a service or Customer account by use of Customer's PIN.

## BUSINESS SERVICE ORDER

**BUSINESS:** GROSSE POINTE WOODS  
CITY HALL\_DE

**Phone:** (313) 613-9368

**Date:** 5/11/2020

**CONTACT:** Bruce Smith

**Fed Tax ID:** 11-1111111

**Quote #:** OPP-710761

**PHYSICAL ADDRESS**

20025 Mack Plaza  
Suite 1 Detective  
Grosse Pointe Woods MI 48236

**BILLING ADDRESS**

20025 Mack Plaza  
Grosse Pointe Woods MI 48236

**CONTRACT TERM**

36 month(s)

**SALES REP**

Gary Grishkevich  
6149484644  
gary.grishkevich@wowinc.com

Product	Line Description	New/ Existing	Qty	Sales Price	Install Fees	Monthly Charges
Data						
HSI Modem Rental	Modem Rental Fee	Renewal	1	\$7.00	\$0.00	\$7.00
Total:					\$ 0.00	\$ 7.00
Voice						
Network Line Fee	Access Cost Recovery - Business Line	Renewal	1	\$6.50	\$0.00	\$6.50
Business Phone Complete COAX	Analog phone line with advanced business features (VM, Unlimited LD Included)	Downgrade	1	\$24.73	\$0.00	\$24.73
Total:					\$ 0.00	\$ 31.23
Setup/Install Fees						
Coax Installation Charge - 1 Product	Installation Charge to install/activate a single Coax product ( Business Line or HSI). Activates existing Jacks/Outlets only. New Jacks require an extra charge.	New	1	\$0.00	\$0.00	\$0.00
Total:					\$ 0.00	\$ 0.00
*Pricing subject to approval after internal review*				Total:	\$ 0.00	\$ 38.23
Directory Listing: No Listing		Listing: Non-Listed				
Directory Address: No Listing		Phone: No Listing				
YP Heading: No Listing		SIC Code:				
<p>You agree and understand that prices do not include taxes, fees or surcharges, which may include government imposed fees and taxes, government program fees (such as 911, LNP, TRS and universal service), and non-governmental fees and charges (such as the Broadcast TV fee, Sports Surcharge and other specific cost recovery fees, subscriber line charges, line fees, access charges and carrier service fees) and will vary depending upon your service location and the services to which you subscribe. The taxes, fees and surcharges may be changed at any time. During the initial term, your quoted MRC for Internet and Phone services will not change. Video service prices are subject to increase with prior notice. The Agreement is subject to automatic renewal. Early termination fees may apply. Pricing reflected above is a good faith estimate of final cost, which you agree may be reduced by any amount or increased by no more than \$20/mo without further authorization from you.</p>						
						(Initials)

I, **Bruce Smith**, have requested to Downgrade the services listed above regarding Account# 14888568 on . I understand that WOW! will continue to charge me at my contracted agreed rates until the 60 or 30 (whichever is applicable) day notice is up and the Disconnect is implemented by WOW!. Additionally, there is an early termination fee associated with my account in the amount of \$ 0.00 that will be charged on my final invoice from WOW!. I understand that WOW! Equipment must be returned within 30 days of the Downgrade or I will be subject to additional fees in accordance with the equipment cost.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## WOW! BUSINESS CUSTOMER AGREEMENT

This WOW! Business Customer Agreement sets forth the terms and conditions under which WOW! Internet, Cable and Phone will provide to Customer the services (the "Service" or "Services") indicated in this Agreement as shown in the attached summary of services or other similar document or work order form ("Service Order"). We sometimes refer to the Customer as "you" or "your", and we refer to the operating company subsidiary of WOW! Internet, Cable and Phone that owns and/or operates the broadband system in your area pursuant to a cable television franchise with the state or local franchising authority and/or the subsidiary that provides phone service in your area as "WOW!", "we", "us", or "our". The Services will be provided to you by the WOW! company that operates in your service area. For our Maryland customers, Services are provided by Anne Arundel Broadband, LLC.

**1. Subscription to Services.** By signing or electronically submitting this Agreement to WOW!, Customer subscribes to the Services identified on the Service Order. The Service Order shall become binding on the parties when (i) it is specifically accepted by WOW! either electronically or in writing, (ii) WOW! begins providing the Services described in the Service Order, or (iii) WOW! begins installation for delivery of the Services described in the Service Order, whichever is earlier; provided, however, the parties agree and acknowledge that the binding effect of the Service Order and this Agreement is contingent upon WOW!'s engineering review to determine the serviceability of the premises. If WOW! determines that the premises do not meet its serviceability requirements, the Service Order and this Agreement shall be of no further force or effect. When a Service Order becomes effective, it shall be deemed part of, and shall be subject to this Agreement.

Upon installation and connection of the necessary facilities and equipment to provide the Services, or in the case of phone, the day phone Service is activated, WOW! shall notify Customer that the Services are available for use, and the date of such notice shall be called the "Commencement Date." Any failure or refusal on the part of Customer to be ready to receive the Services on the Commencement Date shall not relieve Customer of its obligation to pay applicable Service charges.

**2. Terms and Conditions of Service.** Customer's use of the WOW! Services is specifically subject to this Agreement, and Customer's agreement to: (i) the Business Customer General Terms and Conditions (the "General Terms"), ; and (ii) use the Services strictly in accordance with any operating, privacy and/or use policies, and applicable service guides; and (iii) applicable WOW! Tariffs. The General Terms, Service Policies and Tariffs are located at <http://www.wowforbusiness.com/policies-and-terms>, may be modified by WOW! from time to time in accordance with the General Terms and/or applicable law, and are incorporated herein by reference and made a part of this Agreement. Any new terms or policies adopted by WOW!, or any modifications to the existing terms and/or policies will, subject to any notice provisions of the General Terms and applicable law, become effective upon posting a new version of the document on the WOW! Web site at <http://www.wowforbusiness.com/policies-and-terms> (or any successor url(s)). Accordingly, customers and users of the WOW! Services should regularly visit our web site and review these terms and conditions policy to ensure that their activities conform to the most recent version. Notwithstanding the foregoing, if WOW! makes a change to the General Terms that applies to Customer and is material and adverse to Customer, Customer has thirty (30) days following notice of the change to terminate the Agreement without the imposition of early termination charges. Customer's continued receipt of services shall be deemed acceptance of any such change. If WOW! agrees not to apply the changed Terms to you, the Agreement is not subject to early termination. In the event of inconsistency among these documents, precedence will be as follows: (1) any jointly executed amendment or addendum to this Agreement ("Addendum"), (2) the General Terms, (3) the Service Policies, and (4) this Customer Agreement.

**3. Pricing.** During the initial term of the Agreement, your quoted monthly recurring charge for Internet and phone services will not change. Video service prices are subject to change at any time with prior written notice to you. Other prices are subject to change at any time. Prices and price guarantees do not include taxes, fees or surcharges, including but not limited to government imposed fees and taxes, government program fees (such as 911, TRS and universal service), and non-governmental fees (such as subscriber line charges, line fees, access charges, carrier service fees and broadcast TV fee, sports surcharge and other programming cost recovery surcharges) and will apply and vary depending upon your service location and the services to which you subscribe. Not all taxes, fees and surcharges apply to all services. The taxes, fees and surcharges may be changed at any time.

**4. PHONE SERVICE E911 NOTICE.** In some of our service areas, we offer interconnected voice over IP (VoIP) phone services, which may include Hosted VoIP services. Our VoIP phone services have certain limitations and restrictions that do not generally apply to traditional circuit switched phone services. IF YOU ARE SUBSCRIBING TO WOW!'S VOIP PHONE SERVICE, YOU ACKNOWLEDGE RECEIPT AND UNDERSTANDING OF THE FOLLOWING E911 NOTICE: WOW!'S VOIP PHONE SERVICE ALLOWS YOU TO ACCESS E911 SERVICES. YOU WILL NOT BE ABLE TO ACCESS E911, HOWEVER: (I) IN THE EVENT OF A POWER OUTAGE BEYOND THE DURATION OF ANY BACK-UP POWER SOURCES. WOW! MAY PROVIDE A BATTERY BACK-UP WHICH WILL PROVIDE POWER TO THE WOW! MODEM FOR A LIMITED PERIOD OF TIME IN THE EVENT OF A POWER OUTAGE. BATTERY BACKUP IS NOT GUARANTEED, AND DOES NOT SUPPLY POWER TO THE PHONE ITSELF. YOU SHOULD NOTIFY WOW! IMMEDIATELY IF THE BATTERY IS LOW, EXHAUSTED OR INOPERABLE. IF WOW! DOES NOT PROVIDE A MODEM OR BACKUP BATTERY POWER FOR WOW! SERVICES UTILIZING A TELEPHONE CABLE MODEM, YOU MUST PROVIDE IT AND IT WILL REMAIN YOUR RESPONSIBILITY IN ALL RESPECTS; (II) IN THE EVENT OF A NETWORK OUTAGE; OR (III) DURING PERIODS WHEN YOUR BROADBAND OR INTERNET CONNECTION IS UNAVAILABLE. YOU SHOULD NEVER MOVE THE LOCATION OF YOUR WOW! PROVIDED ADVANCED MODEM OR PHONE EQUIPMENT WITHOUT PROPERLY CHANGING YOUR EMERGENCY SERVICE LOCATION ADDRESS. THE ADDRESS ASSOCIATED WITH AN E911 CALL IS THE AUTHORIZED ADDRESS WHERE WOW! SERVICE WAS ORIGINALLY PROVIDED. IF YOU MOVE THE ADVANCED MODEM OR OTHER WOW! PHONE EQUIPMENT FROM THE ORIGINAL SERVICE LOCATION, A CALL TO E911 USING THAT EQUIPMENT WILL STILL IDENTIFY THE ORIGINAL SERVICE LOCATION. YOU AGREE THAT YOU ARE RESPONSIBLE FOR: (I) CHANGING YOUR EMERGENCY SERVICE LOCATION ANY TIME YOU MOVE YOUR MODEM OR PHONE EQUIPMENT BY EITHER ACCESSING THE WOW! COMMUNICATIONS PORTAL (WHERE AVAILABLE) OR CONTACTING US; AND (II) NOTIFYING END USERS OF THE SERVICE OF THE LIMITATIONS AND REQUIREMENTS DESCRIBED IN THIS SECTION. YOU ARE AWARE THAT THERE MAY BE A DELAY OF AT LEAST ONE BUSINESS DAY AFTER WOW!'S INSTALLATION OF SERVICE AND A DELAY OF AT LEAST THREE (3) BUSINESS DAYS WHEN YOU CHANGE YOUR EMERGENCY SERVICE LOCATION, FOR E911 SERVICE AVAILABILITY. WOW! WILL BE UNABLE TO REGISTER ANY SERVICE LOCATION PROVIDED IN CONJUNCTION WITH THE USE OF THE SERVICE AND/OR WOW! EQUIPMENT THAT IS OUTSIDE ITS 911/E911 PHONE SERVICE SUPPORT AREA. IN SUCH CIRCUMSTANCES, CUSTOMER WILL BE REQUIRED TO USE AN ALTERNATIVE MEANS OF ACCESSING 911/E911. YOU AGREE THAT, TO THE MAXIMUM EXTENT ALLOWED BY LAW, WOW! SHALL HAVE NO LIABILITY FOR ANY DAMAGES CAUSED, DIRECTLY OR INDIRECTLY, BY YOUR INABILITY TO ACCESS THE SERVICES, INCLUDING E911 SERVICES.

**5. Other Hosted VoIP Service Restrictions.** Hosted VoIP phone service Customers further agree that: (i) the Service must be installed by WOW! "on-net", through the WOW! network, to ensure that the phone has been properly provisioned. Phones not properly installed on the WOW! network first may not properly function "off-net" (i.e., use of the WOW! VoIP phone when connected to the public Internet via a separate telephony, communications or Internet service provider ("Third Party Provider")); (ii) WOW! technical support is not available for phones not connected to the WOW! network. Customer assumes all risks of off-net use of the Service, including any interruption, loss of service or functionality attributable in whole or in part to a Third Party Provider; (iii) Customer is responsible for programming its multi-line phone system to comply with laws relating to location information requirements; and (iv) the Service may not support or be compatible



with certain medical monitoring devices or security systems. Customer must test the functioning and compatibility of the medical devices and/or alarm monitoring services with WOW!'s phone service.

**6. Other Off-Net Service Limitations.** If you subscribe to WOW! Ethernet Services, you agree and acknowledge that the Services may be provided using certain off-net facilities of carriers not affiliated with WOW!. For these purposes, "off-net" means that WOW! may use a third party carriers' facilities to connect back to the WOW! network for delivering services to a Customer location. Unless otherwise specifically agreed to by WOW! in writing, locations served by these "off-net" facilities are not eligible for service level guarantees (SLAs) or credits in the event of a disruption or interruption of services attributable to the off-net facilities. WOW!'s ability to provide off-net services is determined by WOW! in its sole discretion.

**7. CPNI Approval.** Customer has a right, and we have a duty, under federal law, to protect the confidentiality of customer proprietary network information (CPNI). CPNI includes information such as the quantity, technical configuration, type, destination, location and amount of use of a telecommunications service. We desire to use your CPNI (or disclose or permit access to our agents and affiliates that provide communications related services) to market communications related services (such as Internet and cable services) to you. IF YOU APPROVE, YOU DO NOT HAVE TO TAKE ANY ACTION. HOWEVER, YOU DO HAVE THE RIGHT TO RESTRICT OUR USE OF YOUR CPNI. You may deny or withdraw our right to use your CPNI at any time by calling us at 1-888-969-4249. If we do not hear from you within 30 days of this notification, we will assume that you approve our use of CPNI for the purpose of providing you with information about other communications-related services. Denial of approval will not affect the provision of any services to which you subscribe. Approval or denial of approval for use of CPNI outside of the service to which you subscribe is valid until you affirmatively revoke or limit your approval or denial.

**8. Porting of Telephone Numbers.** Until your telephone number is ported to us, your existing local exchange carrier will be responsible for providing access to emergency services such as 911. You agree that, during this porting process, we assume no responsibility and have no liability for the accuracy of the local exchange carrier records or its ability to provide access to 911 services.

**9. Telephone Authorization and New Telephone Numbers.** To complete a phone order, you must execute a Letter of Agency ("LOA") and submit it to WOW!, or otherwise complete a third party verification process. New Telephone numbers are subject to change prior to the install.

**10. Directory listings.** Our liability for any errors or omissions in any directory listings (including liability for failing to publish a listing or publishing an "unlisted" listing) is limited to the amounts paid by you to WOW! for the listing service.

**11. Term and Termination; Early Termination Fee.** The term of this Agreement begins on the Commencement Date and continues for the term specified in the Service Order and is subject to automatic renewal in accordance with the General Terms. The then current General Terms, Service Policies and pricing will apply during any renewal Term. Rates for the Services and associated discounts are based on Customer's agreement to purchase such Services for the entire applicable Term. The Agreement may be terminated in accordance with the General Terms. Notwithstanding anything in the Agreement to the contrary, Customer's termination of the Agreement or Customer's reduction of Services ("downgrade") before the expiration of the agreed upon Term without cause (including a termination for convenience) or WOW!'s early termination of the Agreement for cause, will require that Customer pay to WOW! an early termination fee (ETF) calculated as follows: (a) all unpaid amounts for Services provided through the date of termination; plus (b) all related reasonable expenses of WOW! including, but not necessarily limited to, construction and installation costs, discounts, credits or competitive contract buyout charges and/or all previously waived non-recurring charges for the Services; plus (c) 75% of the monthly recurring charges at the rates stated in an applicable Service Order form or, in the case of a downgrade, the difference between the monthly recurring charges (MRC) at the rates stated in the original Service Order form and the MRC at the rates for the downgraded service, for all months remaining in the applicable Service Order Term. Customer agrees that WOW!'s damages for early termination would be difficult to determine and the termination charges specified herein constitute liquidated damages and are not a penalty. Month-to-month service agreements may be terminated on thirty (30) days prior written notice. If Customer provides notice of termination as specified in this Section but retains WOW! Service, the Customer will be converted automatically to a month to month agreement at the end of the current term, and Customer's pricing for the Service will be modified to reflect WOW!'s current month to month pricing schedule. To terminate this Agreement in accordance with this Section, Customer must notify WOW! Customer Care by written notice to WOW! at WOW! Internet, Cable & Phone, Attn: VP of Business Operations, 7887 E Belleview Ave, Suite 1000, Englewood, CO 80111-6015. The rights and remedies set forth herein shall be in addition to any and all other legal, equitable and administrative rights and remedies available to WOW!.

**12. Access to Premises and Installation of System.** Customer grants WOW! the rights to install, inspect, replace, repair, relocate, alter, operate, remove and maintain its equipment (the "system") in, under and upon the premises at the designated service location(s). Customer, at no cost to WOW!, shall secure and maintain all necessary rights of access to the service location(s) for WOW! to install, operate and remove its equipment and provide the Services. WOW! in its discretion may use any existing cable, conduit or other facilities located within the premises. Customer shall pay any agreed upon custom installation fee. If WOW!'s access rights to the service location are terminated or restricted, early termination fees will apply.

**13. Limitation of Liability, Warranty Disclaimers, Pricing, Indemnification and Arbitration.** You acknowledge that the applicable General Terms and Service Policies contain, among other terms and conditions, limitation of liability, warranty disclaimer, pricing, indemnification and arbitration provisions.

**14. Commercial Use Restrictions on Video.** Customer shall not, and shall not authorize or permit any other person to: order or request pay-per-view, VOD or premium programming for receipt, exhibition or taping in a commercial establishment, nor may Customer exhibit or assist in exhibiting pay-per-view, VOD or premium programming in a commercial establishment, unless expressly authorized in writing to do so, in advance, by both WOW! and our program provider. Customer shall indemnify and hold WOW! harmless against and from any violation of this provision.

**15. Miscellaneous.** All modifications to this Agreement, if any, must be in writing, executed by an authorized WOW! Director or Vice President and the Customer. All other attempts to modify this Agreement shall be void and non-binding on WOW!. This Agreement shall be governed by and construed in accordance with federal law, the regulations of the FCC and the internal laws of the state and locality in which the service is provided, without regard to any conflicts of law provisions. Customer may not assign or otherwise transfer this Agreement in any manner without WOW!'s prior written consent. The parties acknowledge that WOW! is subject to the provisions of its local and/or state franchise agreements, and applicable federal, state and local laws and regulations ("Applicable Law"). Any duty or promise of WOW! under this Agreement that conflicts with any provision of Applicable Law is to that extent void. Notwithstanding, the terms of this Agreement are considered severable, and in the event that any term is rendered unenforceable due to any such conflict or is otherwise found to be invalid or unenforceable, the parties shall replace the invalid or unenforceable portion with another provision that, as nearly as possible, reflects the original intention of the

parties, and the remainder of this Agreement shall remain in full force and effect.

**16. Satisfaction Guarantee for High Speed Internet and Hosted VoIP Services.** Notwithstanding the forgoing, if you are not satisfied with WOW!'s (i) High Speed Internet Service and/or High Speed Internet Service bundled with Business phone and/or video, or (ii) Hosted VoIP Service, for any reason, you may terminate this Agreement and/or disconnect or downgrade your High Speed Internet or Hosted VoIP Services for any reason without incurring the MRC portion of the ETF during the first sixty (60) days of the initial Term of this Agreement (the "Cancellation Period") without incurring the MRC portion of the ETF (as it relates to the disconnected or downgraded Service) by contacting WOW! in writing before the end of the Cancellation Period and notifying WOW! of your decision to terminate this Agreement or disconnect or /downgrade your High Speed Internet or Hosted VoIP services. You will be responsible for: (i) paying for the WOW! Services you received and all other charges and fees that you incurred prior to exercising your rights under this subsection through the date the WOW! Services are disconnected or downgraded; and (ii) construction and installation costs, discounts, credits or competitive contract buyout charges and/or all previously waived non-recurring charges for the Services.

**17. Termination for Chronic Service Failures.** The Parties agree that Customer may terminate the Agreement as to a particular Service Location for a particular service only upon thirty (30) days prior written notice to WOW! if there are three (3) or more service outages for the same particular service, defined as a service outage that lasts for a continuous period of at least two (2) hours, caused by WOW! that occur within a three (3) month period and are not repaired by WOW! within a mean time to repair of four (4) hours; provided, however, this right of termination shall not apply to outages caused by Customer or force majeure events. Customer's termination of the Agreement pursuant to the prior sentence shall be deemed a termination by Customer for cause pursuant to the Agreement, and no early termination fees will apply.



IN WITNESS WHEREOF, the Parties hereto have executed and delivered this Agreement to be effective on the latest date that either party signed this Agreement, as shown below.

WOW! INTERNET, CABLE AND PHONE

CUSTOMER

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

Print Name: Gary Grishkevich

Service Address: 20025 Mack Plaza Suite 1 Detective

Grosse Pointe Woods MI 48236

Phone: (313) 613-9368

Title: SAM

**CUSTOMER ACKNOWLEDGEMENT:** By signing, I represent, warrant and acknowledge that: (i) I am at least 18 years of age and the owner of or tenant in the premises at the service location(s) identified in the Service Order and have authority to authorize the work or service specified in, and to be bound by, the Service Order and this Agreement; (ii) WOW! may contact me at the phone number above (or such other phone number or email address provided by me to WOW!), which may include autodialed calls, pre-recorded or artificial voice messages, and mobile service commercial email messages; (iii) WOW! manages its Internet Network according to specific Practices and Procedures, which can be found at <http://www.wowforbusiness.com/network-management>; (iv) the Agreement is subject to automatic renewal and early termination fees; and (v) I have read, understood and agree to the contractual terms and notices set forth in this Agreement, including those relating to the PHONE SERVICE E911 NOTICE. The applicable General Terms, Service Policies and Tariffs can be found at <http://www.wowforbusiness.com/policies-and-terms>.

**PIN #** \_\_\_\_\_

WOW! requires that you create a 4-digit PIN that will be required when you request changes to your WOW! Business account. You agree that you are responsible for the security, confidentiality and use of your PIN and shall immediately notify WOW! if there has been an unauthorized release, use or compromise of any such PIN. If you share your PIN with employees, agents or others that interact with WOW! on your behalf and that representative is no longer authorized to make changes on your behalf, it will be your responsibility to immediately contact WOW! and change the PIN. WOW! is not liable for any loss, cost, expense or other liability arising out of any unauthorized access to a service or Customer account by use of Customer's PIN.

**BUSINESS SERVICE ORDER**
**BUSINESS:** GROSSE POINTE WOODS  
CITY HALL

**Phone:** (313) 613-9368

**Date:** 5/20/2020

**CONTACT:** Bruce Smith

**Fed Tax ID:**
**Quote #:** OPP-705237

**PHYSICAL ADDRESS**

20025 Mack Ave  
Grosse Pointe Woods MI 48236

**BILLING ADDRESS**

20025 Mack Plaza  
Grosse Pointe Woods MI 48236

**CONTRACT TERM**

36 month(s)

**SALES REP**

Gary Grishkevich  
6149484644  
gary.grishkevich@wowinc.com

Product	Line Description	New/ Existing	Qty	Sales Price	Install Fees	Monthly Charges
<b>Data</b>						
Static IP (5)	Static IP (5 Usable)	Renewal	1	\$21.99	\$0.00	\$21.99
Performance High Speed Internet 60/10	High Speed Internet 60mbps/10mbps	Upgrade	1	\$54.99	\$0.00	\$54.99
HSI Modem Rental	Modem Rental Fee	Renewal	1	\$7.00	\$0.00	\$7.00
<b>Total:</b>					\$ 0.00	\$ 83.98
<b>Setup/Install Fees</b>						
Coax Installation Charge - 1 Product	Installation Charge to install/activate a single Coax product ( Business Line or HSI). Activates existing Jacks/Outlets only. New Jacks require an extra charge.	New	1	\$0.00	\$0.00	\$0.00
<b>Total:</b>					\$ 0.00	\$ 0.00
<b>*Pricing subject to approval after internal review*</b>				<b>Total:</b>	\$ 0.00	\$ 83.98

You agree and understand that prices do not include taxes, fees or surcharges, which may include government imposed fees and taxes, government program fees (such as 911, LNP, TRS and universal service), and non-governmental fees and charges (such as the Broadcast TV fee, Sports Surcharge and other specific cost recovery fees, subscriber line charges, line fees, access charges and carrier service fees) and will vary depending upon your service location and the services to which you subscribe. The taxes, fees and surcharges may be changed at any time. During the initial term, your quoted MRC for Internet and Phone services will not change. Video service prices are subject to increase with prior notice. The Agreement is subject to automatic renewal. Early termination fees may apply. Pricing reflected above is a good faith estimate of final cost, which you agree may be reduced by any amount or increased by no more than \$20/mo without further authorization from you.

\_\_\_\_\_(Initials)

## WOW! BUSINESS CUSTOMER AGREEMENT

This WOW! Business Customer Agreement sets forth the terms and conditions under which WOW! Internet, Cable and Phone will provide to Customer the services (the "Service" or "Services") indicated in this Agreement as shown in the attached summary of services or other similar document or work order form ("Service Order"). We sometimes refer to the Customer as "you" or "your", and we refer to the operating company subsidiary of WOW! Internet, Cable and Phone that owns and/or operates the broadband system in your area pursuant to a cable television franchise with the state or local franchising authority and/or the subsidiary that provides phone service in your area as "WOW!", "we", "us", or "our". The Services will be provided to you by the WOW! company that operates in your service area. For our Maryland customers, Services are provided by Anne Arundel Broadband, LLC.

**1. Subscription to Services.** By signing or electronically submitting this Agreement to WOW!, Customer subscribes to the Services identified on the Service Order. The Service Order shall become binding on the parties when (i) it is specifically accepted by WOW! either electronically or in writing, (ii) WOW! begins providing the Services described in the Service Order, or (iii) WOW! begins installation for delivery of the Services described in the Service Order, whichever is earlier; provided, however, the parties agree and acknowledge that the binding effect of the Service Order and this Agreement is contingent upon WOW!'s engineering review to determine the serviceability of the premises. If WOW! determines that the premises do not meet its serviceability requirements, the Service Order and this Agreement shall be of no further force or effect. When a Service Order becomes effective, it shall be deemed part of, and shall be subject to this Agreement.

Upon installation and connection of the necessary facilities and equipment to provide the Services, or in the case of phone, the day phone Service is activated, WOW! shall notify Customer that the Services are available for use, and the date of such notice shall be called the "Commencement Date." Any failure or refusal on the part of Customer to be ready to receive the Services on the Commencement Date shall not relieve Customer of its obligation to pay applicable Service charges

**2. Terms and Conditions of Service.** Customer's use of the WOW! Services is specifically subject to this Agreement, and Customer's agreement to: (i) the Business Customer General Terms and Conditions (the "General Terms"), ; and (ii) use the Services strictly in accordance with any operating, privacy and/or use policies, and applicable service guides; and (iii) applicable WOW! Tariffs. The General Terms, Service Policies and Tariffs are located at <http://www.wowforbusiness.com/policies-and-terms>, may be modified by WOW! from time to time in accordance with the General Terms and/or applicable law, and are incorporated herein by reference and made a part of this Agreement. Any new terms or policies adopted by WOW!, or any modifications to the existing terms and/or policies will, subject to any notice provisions of the General Terms and applicable law, become effective upon posting a new version of the document on the WOW! Web site at <http://www.wowforbusiness.com/policies-and-terms> (or any successor url(s)). Accordingly, customers and users of the WOW! Services should regularly visit our web site and review these terms and conditions policy to ensure that their activities conform to the most recent version. Notwithstanding the foregoing, if WOW! makes a change to the General Terms that applies to Customer and is material and adverse to Customer, Customer has thirty (30) days following notice of the change to terminate the Agreement without the imposition of early termination charges. Customer's continued receipt of services shall be deemed acceptance of any such change. If WOW! agrees not to apply the changed Terms to you, the Agreement is not subject to early termination. In the event of inconsistency among these documents, precedence will be as follows: (1) any jointly executed amendment or addendum to this Agreement ("Addendum"), (2) the General Terms, (3) the Service Policies, and (4) this Customer Agreement.

**3. Pricing.** During the initial term of the Agreement, your quoted monthly recurring charge for Internet and phone services will not change. Video service prices are subject to change at any time with prior written notice to you. Other prices are subject to change at any time. Prices and price guarantees do not include taxes, fees or surcharges, including but not limited to government imposed fees and taxes, government program fees (such as 911, TRS and universal service), and non-governmental fees (such as subscriber line charges, line fees, access charges, carrier service fees and broadcast TV fee, sports surcharge and other programming cost recovery surcharges) and will apply and vary depending upon your service location and the services to which you subscribe. Not all taxes, fees and surcharges apply to all services. The taxes, fees and surcharges may be changed at any time.

**4. PHONE SERVICE E911 NOTICE.** In some of our service areas, we offer interconnected voice over IP (VoIP) phone services, which may include Hosted VoIP services. Our VoIP phone services have certain limitations and restrictions that do not generally apply to traditional circuit switched phone services. IF YOU ARE SUBSCRIBING TO WOW!'S VOIP PHONE SERVICE, YOU ACKNOWLEDGE RECEIPT AND UNDERSTANDING OF THE FOLLOWING E911 NOTICE: WOW!'S VOIP PHONE SERVICE ALLOWS YOU TO ACCESS E911 SERVICES. YOU WILL NOT BE ABLE TO ACCESS E911, HOWEVER: (I) IN THE EVENT OF A POWER OUTAGE BEYOND THE DURATION OF ANY BACK-UP POWER SOURCES. WOW! MAY PROVIDE A BATTERY BACK-UP WHICH WILL PROVIDE POWER TO THE WOW! MODEM FOR A LIMITED PERIOD OF TIME IN THE EVENT OF A POWER OUTAGE. BATTERY BACKUP IS NOT GUARANTEED, AND DOES NOT SUPPLY POWER TO THE PHONE ITSELF. YOU SHOULD NOTIFY WOW! IMMEDIATELY IF THE BATTERY IS LOW, EXHAUSTED OR INOPERABLE. IF WOW! DOES NOT PROVIDE A MODEM OR BACKUP BATTERY POWER FOR WOW! SERVICES UTILIZING A TELEPHONE CABLE MODEM, YOU MUST PROVIDE IT AND IT WILL REMAIN YOUR RESPONSIBILITY IN ALL RESPECTS; (II) IN THE EVENT OF A NETWORK OUTAGE; OR (III) DURING PERIODS WHEN YOUR BROADBAND OR INTERNET CONNECTION IS UNAVAILABLE. YOU SHOULD NEVER MOVE THE LOCATION OF YOUR WOW! PROVIDED ADVANCED MODEM OR PHONE EQUIPMENT WITHOUT PROPERLY CHANGING YOUR EMERGENCY SERVICE LOCATION ADDRESS. THE ADDRESS ASSOCIATED WITH AN E911 CALL IS THE AUTHORIZED ADDRESS WHERE WOW! SERVICE WAS ORIGINALLY PROVIDED. IF YOU MOVE THE ADVANCED MODEM OR OTHER WOW! PHONE EQUIPMENT FROM THE ORIGINAL SERVICE LOCATION, A CALL TO E911 USING THAT EQUIPMENT WILL STILL IDENTIFY THE ORIGINAL SERVICE LOCATION. YOU AGREE THAT YOU ARE RESPONSIBLE FOR: (I) CHANGING YOUR EMERGENCY SERVICE LOCATION ANY TIME YOU MOVE YOUR MODEM OR PHONE EQUIPMENT BY EITHER ACCESSING THE WOW! COMMUNICATIONS PORTAL (WHERE AVAILABLE) OR CONTACTING US; AND (II) NOTIFYING END USERS OF THE SERVICE OF THE LIMITATIONS AND REQUIREMENTS DESCRIBED IN THIS SECTION. YOU ARE AWARE THAT THERE MAY BE A DELAY OF AT LEAST ONE BUSINESS DAY AFTER WOW!'S INSTALLATION OF SERVICE AND A DELAY OF AT LEAST THREE (3) BUSINESS DAYS WHEN YOU CHANGE YOUR EMERGENCY SERVICE LOCATION, FOR E911 SERVICE AVAILABILITY. WOW! WILL BE UNABLE TO REGISTER ANY SERVICE LOCATION PROVIDED IN CONJUNCTION WITH THE USE OF THE SERVICE AND/OR WOW! EQUIPMENT THAT IS OUTSIDE ITS 911/E911 PHONE SERVICE SUPPORT AREA. IN SUCH CIRCUMSTANCES, CUSTOMER WILL BE REQUIRED TO USE AN ALTERNATIVE MEANS OF ACCESSING 911/E911. YOU AGREE THAT, TO THE MAXIMUM EXTENT ALLOWED BY LAW, WOW! SHALL HAVE NO LIABILITY FOR ANY DAMAGES CAUSED, DIRECTLY OR INDIRECTLY, BY YOUR INABILITY TO ACCESS THE SERVICES, INCLUDING E911 SERVICES.

**5. Other Hosted VoIP Service Restrictions.** Hosted VoIP phone service Customers further agree that: (i) the Service must be installed by WOW! "on-net", through the WOW! network, to ensure that the phone has been properly provisioned. Phones not properly installed on the WOW! network first may not properly function "off-net" (i.e., use of the WOW! VoIP phone when connected to the public Internet via a separate telephony, communications or Internet service provider ("Third Party Provider")); (ii) WOW! technical support is not available for phones not connected to the WOW! network. Customer assumes all risks of off-net use of the Service, including any interruption, loss of service or functionality attributable in whole or in part to a Third Party Provider; (iii) Customer is responsible for programming its multi-line phone system to comply with laws relating to location information requirements; and (iv) the Service may not support or be compatible



with certain medical monitoring devices or security systems. Customer must test the functioning and compatibility of the medical devices and/or alarm monitoring services with WOW!'s phone service.

**6. Other Off-Net Service Limitations.** If you subscribe to WOW! Ethernet Services, you agree and acknowledge that the Services may be provided using certain off-net facilities of carriers not affiliated with WOW!. For these purposes, "off-net" means that WOW! may use a third party carriers' facilities to connect back to the WOW! network for delivering services to a Customer location. Unless otherwise specifically agreed to by WOW! in writing, locations served by these "off-net" facilities are not eligible for service level guarantees (SLAs) or credits in the event of a disruption or interruption of services attributable to the off-net facilities. WOW!'s ability to provide off-net services is determined by WOW! in its sole discretion.

**7. CPNI Approval.** Customer has a right, and we have a duty, under federal law, to protect the confidentiality of customer proprietary network information (CPNI). CPNI includes information such as the quantity, technical configuration, type, destination, location and amount of use of a telecommunications service. We desire to use your CPNI (or disclose or permit access to our agents and affiliates that provide communications related services) to market communications related services (such as Internet and cable services) to you. IF YOU APPROVE, YOU DO NOT HAVE TO TAKE ANY ACTION. HOWEVER, YOU DO HAVE THE RIGHT TO RESTRICT OUR USE OF YOUR CPNI. You may deny or withdraw our right to use your CPNI at any time by calling us at 1-888-969-4249. If we do not hear from you within 30 days of this notification, we will assume that you approve our use of CPNI for the purpose of providing you with information about other communications-related services. Denial of approval will not affect the provision of any services to which you subscribe. Approval or denial of approval for use of CPNI outside of the service to which you subscribe is valid until you affirmatively revoke or limit your approval or denial.

**8. Porting of Telephone Numbers.** Until your telephone number is ported to us, your existing local exchange carrier will be responsible for providing access to emergency services such as 911. You agree that, during this porting process, we assume no responsibility and have no liability for the accuracy of the local exchange carrier records or its ability to provide access to 911 services.

**9. Telephone Authorization and New Telephone Numbers.** To complete a phone order, you must execute a Letter of Agency ("LOA") and submit it to WOW!, or otherwise complete a third party verification process. New Telephone numbers are subject to change prior to the install.

**10. Directory listings.** Our liability for any errors or omissions in any directory listings (including liability for failing to publish a listing or publishing an "unlisted" listing) is limited to the amounts paid by you to WOW! for the listing service.

**11. Term and Termination; Early Termination Fee.** The term of this Agreement begins on the Commencement Date and continues for the term specified in the Service Order and is subject to automatic renewal in accordance with the General Terms. The then current General Terms, Service Policies and pricing will apply during any renewal Term. Rates for the Services and associated discounts are based on Customer's agreement to purchase such Services for the entire applicable Term. The Agreement may be terminated in accordance with the General Terms. Notwithstanding anything in the Agreement to the contrary, Customer's termination of the Agreement or Customer's reduction of Services ("downgrade") before the expiration of the agreed upon Term without cause (including a termination for convenience) or WOW!'s early termination of the Agreement for cause, will require that Customer pay to WOW! an early termination fee (ETF) calculated as follows: (a) all unpaid amounts for Services provided through the date of termination; plus (b) all related reasonable expenses of WOW! including, but not necessarily limited to, construction and installation costs, discounts, credits or competitive contract buyout charges and/or all previously waived non-recurring charges for the Services; plus (c) 75% of the monthly recurring charges at the rates stated in an applicable Service Order form or, in the case of a downgrade, the difference between the monthly recurring charges (MRC) at the rates stated in the original Service Order form and the MRC at the rates for the downgraded service, for all months remaining in the applicable Service Order Term. Customer agrees that WOW!'s damages for early termination would be difficult to determine and the termination charges specified herein constitute liquidated damages and are not a penalty. Month-to-month service agreements may be terminated on thirty (30) days prior written notice. If Customer provides notice of termination as specified in this Section but retains WOW! Service, the Customer will be converted automatically to a month to month agreement at the end of the current term, and Customer's pricing for the Service will be modified to reflect WOW!'s current month to month pricing schedule. To terminate this Agreement in accordance with this Section, Customer must notify WOW! Customer Care by written notice to WOW! at WOW! Internet, Cable & Phone, Attn: VP of Business Operations, 7887 E Belleview Ave, Suite 1000, Englewood, CO 80111-6015. The rights and remedies set forth herein shall be in addition to any and all other legal, equitable and administrative rights and remedies available to WOW!.

**12. Access to Premises and Installation of System.** Customer grants WOW! the rights to install, inspect, replace, repair, relocate, alter, operate, remove and maintain its equipment (the "system") in, under and upon the premises at the designated service location(s). Customer, at no cost to WOW!, shall secure and maintain all necessary rights of access to the service location(s) for WOW! to install, operate and remove its equipment and provide the Services. WOW! in its discretion may use any existing cable, conduit or other facilities located within the premises. Customer shall pay any agreed upon custom installation fee. If WOW!'s access rights to the service location are terminated or restricted, early termination fees will apply.

**13. Limitation of Liability, Warranty Disclaimers, Pricing, Indemnification and Arbitration.** You acknowledge that the applicable General Terms and Service Policies contain, among other terms and conditions, limitation of liability, warranty disclaimer, pricing, indemnification and arbitration provisions.

**14. Commercial Use Restrictions on Video.** Customer shall not, and shall not authorize or permit any other person to: order or request pay-per-view, VOD or premium programming for receipt, exhibition or taping in a commercial establishment, nor may Customer exhibit or assist in exhibiting pay-per-view, VOD or premium programming in a commercial establishment, unless expressly authorized in writing to do so, in advance, by both WOW! and our program provider. Customer shall indemnify and hold WOW! harmless against and from any violation of this provision.

**15. Miscellaneous.** All modifications to this Agreement, if any, must be in writing, executed by an authorized WOW! Director or Vice President and the Customer. All other attempts to modify this Agreement shall be void and non-binding on WOW!. This Agreement shall be governed by and construed in accordance with federal law, the regulations of the FCC and the internal laws of the state and locality in which the service is provided, without regard to any conflicts of law provisions. Customer may not assign or otherwise transfer this Agreement in any manner without WOW!'s prior written consent. The parties acknowledge that WOW! is subject to the provisions of its local and/or state franchise agreements, and applicable federal, state and local laws and regulations ("Applicable Law"). Any duty or promise of WOW! under this Agreement that conflicts with any provision of Applicable Law is to that extent void. Notwithstanding, the terms of this Agreement are considered severable, and in the event that any term is rendered unenforceable due to any such conflict or is otherwise found to be invalid or unenforceable, the parties shall replace the invalid or unenforceable portion with another provision that, as nearly as possible, reflects the original intention of the

parties, and the remainder of this Agreement shall remain in full force and effect.

**16. Satisfaction Guarantee for High Speed Internet and Hosted VoIP Services.** Notwithstanding the forgoing, if you are not satisfied with WOW!'s (i) High Speed Internet Service and/or High Speed Internet Service bundled with Business phone and/or video, or (ii) Hosted VoIP Service, for any reason, you may terminate this Agreement and/or disconnect or downgrade your High Speed Internet or Hosted VoIP Services for any reason without incurring the MRC portion of the ETF during the first sixty (60) days of the initial Term of this Agreement (the "Cancellation Period") without incurring the MRC portion of the ETF (as it relates to the disconnected or downgraded Service) by contacting WOW! in writing before the end of the Cancellation Period and notifying WOW! of your decision to terminate this Agreement or disconnect or /downgrade your High Speed Internet or Hosted VoIP services. You will be responsible for: (i) paying for the WOW! Services you received and all other charges and fees that you incurred prior to exercising your rights under this subsection through the date the WOW! Services are disconnected or downgraded; and (ii) construction and installation costs, discounts, credits or competitive contract buyout charges and/or all previously waived non-recurring charges for the Services.

**17. Termination for Chronic Service Failures.** The Parties agree that Customer may terminate the Agreement as to a particular Service Location for a particular service only upon thirty (30) days prior written notice to WOW! if there are three (3) or more service outages for the same particular service, defined as a service outage that lasts for a continuous period of at least two (2) hours, caused by WOW! that occur within a three (3) month period and are not repaired by WOW! within a mean time to repair of four (4) hours; provided, however, this right of termination shall not apply to outages caused by Customer or force majeure events. Customer's termination of the Agreement pursuant to the prior sentence shall be deemed a termination by Customer for cause pursuant to the Agreement, and no early termination fees will apply.



IN WITNESS WHEREOF, the Parties hereto have executed and delivered this Agreement to be effective on the latest date that either party signed this Agreement, as shown below.

WOW! INTERNET, CABLE AND PHONE

CUSTOMER

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

Print Name: Gary Grishkevich

Title: SAM

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

Service Address: 20025 Mack Ave Grosse Pointe Woods MI 48236

Phone: (313) 613-9368

**CUSTOMER ACKNOWLEDGEMENT:** By signing, I represent, warrant and acknowledge that: (i) I am at least 18 years of age and the owner of or tenant in the premises at the service location(s) identified in the Service Order and have authority to authorize the work or service specified in, and to be bound by, the Service Order and this Agreement; (ii) WOW! may contact me at the phone number above (or such other phone number or email address provided by me to WOW!), which may include autodialed calls, pre-recorded or artificial voice messages, and mobile service commercial email messages; (iii) WOW! manages its Internet Network according to specific Practices and Procedures, which can be found at <http://www.wowforbusiness.com/network-management>; (iv) the Agreement is subject to automatic renewal and early termination fees; and (v) I have read, understood and agree to the contractual terms and notices set forth in this Agreement, including those relating to the PHONE SERVICE E911 NOTICE. The applicable General Terms, Service Policies and Tariffs can be found at <http://www.wowforbusiness.com/policies-and-terms>.

**PIN #** \_\_\_\_\_

WOW! requires that you create a 4-digit PIN that will be required when you request changes to your WOW! Business account. You agree that you are responsible for the security, confidentiality and use of your PIN and shall immediately notify WOW! if there has been an unauthorized release, use or compromise of any such PIN. If you share your PIN with employees, agents or others that interact with WOW! on your behalf and that representative is no longer authorized to make changes on your behalf, it will be your responsibility to immediately contact WOW! and change the PIN. WOW! is not liable for any loss, cost, expense or other liability arising out of any unauthorized access to a service or Customer account by use of Customer's PIN.

## BUSINESS SERVICE ORDER

**BUSINESS:** DPW Grosse Pointe Woods

**Phone:**
**Date:** 5/11/2020

**CONTACT:** Bruce Smith

**Fed Tax ID:**
**Quote #:** OPP-704429

**PHYSICAL ADDRESS**

1200 Parkway Dr  
Grosse Pointe Woods MI 48236

**BILLING ADDRESS**

20025 Mack Plaza Ave  
Grosse Pointe Woods MI 48236

**CONTRACT TERM**

36 month(s)

**SALES REP**

Gary Grishkevich  
6149484644  
gary.grishkevich@wowinc.com

Product	Line Description	New/ Existing	Qty	Sales Price	Install Fees	Monthly Charges
<b>Data</b>						
HSI Modem Rental	Modem Rental Fee	Renewal	1	\$7.00	\$0.00	\$7.00
Performance High Speed Internet 60/10	High Speed Internet 60mbps/10mbps	Renewal	1	\$54.99	\$0.00	\$54.99
Static IP (5)	Static IP (5 Usable)	Renewal	1	\$21.99	\$0.00	\$21.99
<b>Total:</b>					\$ 0.00	\$ 83.98
<b>Setup/Install Fees</b>						
Coax Installation Charge - 1 Product	Installation Charge to install/activate a single Coax product ( Business Line or HSI). Activates existing Jacks/Outlets only. New Jacks require an extra charge.	New	1	\$0.00	\$0.00	\$0.00
<b>Total:</b>					\$ 0.00	\$ 0.00
<b>*Pricing subject to approval after internal review*</b>				<b>Total:</b>	\$ 0.00	\$ 83.98

You agree and understand that prices do not include taxes, fees or surcharges, which may include government imposed fees and taxes, government program fees (such as 911, LNP, TRS and universal service), and non-governmental fees and charges (such as the Broadcast TV fee, Sports Surcharge and other specific cost recovery fees, subscriber line charges, line fees, access charges and carrier service fees) and will vary depending upon your service location and the services to which you subscribe. The taxes, fees and surcharges may be changed at any time. During the initial term, your quoted MRC for Internet and Phone services will not change. Video service prices are subject to increase with prior notice. The Agreement is subject to automatic renewal. Early termination fees may apply. Pricing reflected above is a good faith estimate of final cost, which you agree may be reduced by any amount or increased by no more than \$20/mo without further authorization from you.

\_\_\_\_\_(Initials)

## WOW! BUSINESS CUSTOMER AGREEMENT

This WOW! Business Customer Agreement sets forth the terms and conditions under which WOW! Internet, Cable and Phone will provide to Customer the services (the "Service" or "Services") indicated in this Agreement as shown in the attached summary of services or other similar document or work order form ("Service Order"). We sometimes refer to the Customer as "you" or "your", and we refer to the operating company subsidiary of WOW! Internet, Cable and Phone that owns and/or operates the broadband system in your area pursuant to a cable television franchise with the state or local franchising authority and/or the subsidiary that provides phone service in your area as "WOW!", "we", "us", or "our". The Services will be provided to you by the WOW! company that operates in your service area. For our Maryland customers, Services are provided by Anne Arundel Broadband, LLC.

**1. Subscription to Services.** By signing or electronically submitting this Agreement to WOW!, Customer subscribes to the Services identified on the Service Order. The Service Order shall become binding on the parties when (i) it is specifically accepted by WOW! either electronically or in writing, (ii) WOW! begins providing the Services described in the Service Order, or (iii) WOW! begins installation for delivery of the Services described in the Service Order, whichever is earlier; provided, however, the parties agree and acknowledge that the binding effect of the Service Order and this Agreement is contingent upon WOW!'s engineering review to determine the serviceability of the premises. If WOW! determines that the premises do not meet its serviceability requirements, the Service Order and this Agreement shall be of no further force or effect. When a Service Order becomes effective, it shall be deemed part of, and shall be subject to this Agreement.

Upon installation and connection of the necessary facilities and equipment to provide the Services, or in the case of phone, the day phone Service is activated, WOW! shall notify Customer that the Services are available for use, and the date of such notice shall be called the "Commencement Date." Any failure or refusal on the part of Customer to be ready to receive the Services on the Commencement Date shall not relieve Customer of its obligation to pay applicable Service charges.

**2. Terms and Conditions of Service.** Customer's use of the WOW! Services is specifically subject to this Agreement, and Customer's agreement to: (i) the Business Customer General Terms and Conditions (the "General Terms"), ; and (ii) use the Services strictly in accordance with any operating, privacy and/or use policies, and applicable service guides; and (iii) applicable WOW! Tariffs. The General Terms, Service Policies and Tariffs are located at <http://www.wowforbusiness.com/policies-and-terms>, may be modified by WOW! from time to time in accordance with the General Terms and/or applicable law, and are incorporated herein by reference and made a part of this Agreement. Any new terms or policies adopted by WOW!, or any modifications to the existing terms and/or policies will, subject to any notice provisions of the General Terms and applicable law, become effective upon posting a new version of the document on the WOW! Web site at <http://www.wowforbusiness.com/policies-and-terms> (or any successor url(s)). Accordingly, customers and users of the WOW! Services should regularly visit our web site and review these terms and conditions policy to ensure that their activities conform to the most recent version. Notwithstanding the foregoing, if WOW! makes a change to the General Terms that applies to Customer and is material and adverse to Customer, Customer has thirty (30) days following notice of the change to terminate the Agreement without the imposition of early termination charges. Customer's continued receipt of services shall be deemed acceptance of any such change. If WOW! agrees not to apply the changed Terms to you, the Agreement is not subject to early termination. In the event of inconsistency among these documents, precedence will be as follows: (1) any jointly executed amendment or addendum to this Agreement ("Addendum"), (2) the General Terms, (3) the Service Policies, and (4) this Customer Agreement.

**3. Pricing.** During the initial term of the Agreement, your quoted monthly recurring charge for Internet and phone services will not change. Video service prices are subject to change at any time with prior written notice to you. Other prices are subject to change at any time. Prices and price guarantees do not include taxes, fees or surcharges, including but not limited to government imposed fees and taxes, government program fees (such as 911, TRS and universal service), and non-governmental fees (such as subscriber line charges, line fees, access charges, carrier service fees and broadcast TV fee, sports surcharge and other programming cost recovery surcharges) and will apply and vary depending upon your service location and the services to which you subscribe. Not all taxes, fees and surcharges apply to all services. The taxes, fees and surcharges may be changed at any time.

**4. PHONE SERVICE E911 NOTICE.** In some of our service areas, we offer interconnected voice over IP (VoIP) phone services, which may include Hosted VoIP services. Our VoIP phone services have certain limitations and restrictions that do not generally apply to traditional circuit switched phone services. IF YOU ARE SUBSCRIBING TO WOW!'S VOIP PHONE SERVICE, YOU ACKNOWLEDGE RECEIPT AND UNDERSTANDING OF THE FOLLOWING E911 NOTICE: WOW!'S VOIP PHONE SERVICE ALLOWS YOU TO ACCESS E911 SERVICES. YOU WILL NOT BE ABLE TO ACCESS E911, HOWEVER: (I) IN THE EVENT OF A POWER OUTAGE BEYOND THE DURATION OF ANY BACK-UP POWER SOURCES. WOW! MAY PROVIDE A BATTERY BACK-UP WHICH WILL PROVIDE POWER TO THE WOW! MODEM FOR A LIMITED PERIOD OF TIME IN THE EVENT OF A POWER OUTAGE. BATTERY BACKUP IS NOT GUARANTEED, AND DOES NOT SUPPLY POWER TO THE PHONE ITSELF. YOU SHOULD NOTIFY WOW! IMMEDIATELY IF THE BATTERY IS LOW, EXHAUSTED OR INOPERABLE. IF WOW! DOES NOT PROVIDE A MODEM OR BACKUP BATTERY POWER FOR WOW! SERVICES UTILIZING A TELEPHONE CABLE MODEM, YOU MUST PROVIDE IT AND IT WILL REMAIN YOUR RESPONSIBILITY IN ALL RESPECTS; (II) IN THE EVENT OF A NETWORK OUTAGE; OR (III) DURING PERIODS WHEN YOUR BROADBAND OR INTERNET CONNECTION IS UNAVAILABLE. YOU SHOULD NEVER MOVE THE LOCATION OF YOUR WOW! PROVIDED ADVANCED MODEM OR PHONE EQUIPMENT WITHOUT PROPERLY CHANGING YOUR EMERGENCY SERVICE LOCATION ADDRESS. THE ADDRESS ASSOCIATED WITH AN E911 CALL IS THE AUTHORIZED ADDRESS WHERE WOW! SERVICE WAS ORIGINALLY PROVIDED. IF YOU MOVE THE ADVANCED MODEM OR OTHER WOW! PHONE EQUIPMENT FROM THE ORIGINAL SERVICE LOCATION, A CALL TO E911 USING THAT EQUIPMENT WILL STILL IDENTIFY THE ORIGINAL SERVICE LOCATION. YOU AGREE THAT YOU ARE RESPONSIBLE FOR: (I) CHANGING YOUR EMERGENCY SERVICE LOCATION ANY TIME YOU MOVE YOUR MODEM OR PHONE EQUIPMENT BY EITHER ACCESSING THE WOW! COMMUNICATIONS PORTAL (WHERE AVAILABLE) OR CONTACTING US; AND (II) NOTIFYING END USERS OF THE SERVICE OF THE LIMITATIONS AND REQUIREMENTS DESCRIBED IN THIS SECTION. YOU ARE AWARE THAT THERE MAY BE A DELAY OF AT LEAST ONE BUSINESS DAY AFTER WOW!'S INSTALLATION OF SERVICE AND A DELAY OF AT LEAST THREE (3) BUSINESS DAYS WHEN YOU CHANGE YOUR EMERGENCY SERVICE LOCATION, FOR E911 SERVICE AVAILABILITY. WOW! WILL BE UNABLE TO REGISTER ANY SERVICE LOCATION PROVIDED IN CONJUNCTION WITH THE USE OF THE SERVICE AND/OR WOW! EQUIPMENT THAT IS OUTSIDE ITS 911/E911 PHONE SERVICE SUPPORT AREA. IN SUCH CIRCUMSTANCES, CUSTOMER WILL BE REQUIRED TO USE AN ALTERNATIVE MEANS OF ACCESSING 911/E911. YOU AGREE THAT, TO THE MAXIMUM EXTENT ALLOWED BY LAW, WOW! SHALL HAVE NO LIABILITY FOR ANY DAMAGES CAUSED, DIRECTLY OR INDIRECTLY, BY YOUR INABILITY TO ACCESS THE SERVICES, INCLUDING E911 SERVICES.

**5. Other Hosted VoIP Service Restrictions.** Hosted VoIP phone service Customers further agree that: (i) the Service must be installed by WOW! "on-net", through the WOW! network, to ensure that the phone has been properly provisioned. Phones not properly installed on the WOW! network first may not properly function "off-net" (i.e., use of the WOW! VoIP phone when connected to the public Internet via a separate telephony, communications or Internet service provider ("Third Party Provider")); (ii) WOW! technical support is not available for phones not connected to the WOW! network. Customer assumes all risks of off-net use of the Service, including any interruption, loss of service or functionality attributable in whole or in part to a Third Party Provider; (iii) Customer is responsible for programming its multi-line phone system to comply with laws relating to location information requirements; and (iv) the Service may not support or be compatible



with certain medical monitoring devices or security systems. Customer must test the functioning and compatibility of the medical devices and/or alarm monitoring services with WOW!'s phone service.

**6. Other Off-Net Service Limitations.** If you subscribe to WOW! Ethernet Services, you agree and acknowledge that the Services may be provided using certain off-net facilities of carriers not affiliated with WOW!. For these purposes, "off-net" means that WOW! may use a third party carriers' facilities to connect back to the WOW! network for delivering services to a Customer location. Unless otherwise specifically agreed to by WOW! in writing, locations served by these "off-net" facilities are not eligible for service level guarantees (SLAs) or credits in the event of a disruption or interruption of services attributable to the off-net facilities. WOW!'s ability to provide off-net services is determined by WOW! in its sole discretion.

**7. CPNI Approval.** Customer has a right, and we have a duty, under federal law, to protect the confidentiality of customer proprietary network information (CPNI). CPNI includes information such as the quantity, technical configuration, type, destination, location and amount of use of a telecommunications service. We desire to use your CPNI (or disclose or permit access to our agents and affiliates that provide communications related services) to market communications related services (such as Internet and cable services) to you. IF YOU APPROVE, YOU DO NOT HAVE TO TAKE ANY ACTION. HOWEVER, YOU DO HAVE THE RIGHT TO RESTRICT OUR USE OF YOUR CPNI. You may deny or withdraw our right to use your CPNI at any time by calling us at 1-888-969-4249. If we do not hear from you within 30 days of this notification, we will assume that you approve our use of CPNI for the purpose of providing you with information about other communications-related services. Denial of approval will not affect the provision of any services to which you subscribe. Approval or denial of approval for use of CPNI outside of the service to which you subscribe is valid until you affirmatively revoke or limit your approval or denial.

**8. Porting of Telephone Numbers.** Until your telephone number is ported to us, your existing local exchange carrier will be responsible for providing access to emergency services such as 911. You agree that, during this porting process, we assume no responsibility and have no liability for the accuracy of the local exchange carrier records or its ability to provide access to 911 services.

**9. Telephone Authorization and New Telephone Numbers.** To complete a phone order, you must execute a Letter of Agency ("LOA") and submit it to WOW!, or otherwise complete a third party verification process. New Telephone numbers are subject to change prior to the install.

**10. Directory listings.** Our liability for any errors or omissions in any directory listings (including liability for failing to publish a listing or publishing an "unlisted" listing) is limited to the amounts paid by you to WOW! for the listing service.

**11. Term and Termination; Early Termination Fee.** The term of this Agreement begins on the Commencement Date and continues for the term specified in the Service Order and is subject to automatic renewal in accordance with the General Terms. The then current General Terms, Service Policies and pricing will apply during any renewal Term. Rates for the Services and associated discounts are based on Customer's agreement to purchase such Services for the entire applicable Term. The Agreement may be terminated in accordance with the General Terms. Notwithstanding anything in the Agreement to the contrary, Customer's termination of the Agreement or Customer's reduction of Services ("downgrade") before the expiration of the agreed upon Term without cause (including a termination for convenience) or WOW!'s early termination of the Agreement for cause, will require that Customer pay to WOW! an early termination fee (ETF) calculated as follows: (a) all unpaid amounts for Services provided through the date of termination; plus (b) all related reasonable expenses of WOW! including, but not necessarily limited to, construction and installation costs, discounts, credits or competitive contract buyout charges and/or all previously waived non-recurring charges for the Services; plus (c) 75% of the monthly recurring charges at the rates stated in an applicable Service Order form or, in the case of a downgrade, the difference between the monthly recurring charges (MRC) at the rates stated in the original Service Order form and the MRC at the rates for the downgraded service, for all months remaining in the applicable Service Order Term. Customer agrees that WOW!'s damages for early termination would be difficult to determine and the termination charges specified herein constitute liquidated damages and are not a penalty. Month-to-month service agreements may be terminated on thirty (30) days prior written notice. If Customer provides notice of termination as specified in this Section but retains WOW! Service, the Customer will be converted automatically to a month to month agreement at the end of the current term, and Customer's pricing for the Service will be modified to reflect WOW!'s current month to month pricing schedule. To terminate this Agreement in accordance with this Section, Customer must notify WOW! Customer Care by written notice to WOW! at WOW! Internet, Cable & Phone, Attn: VP of Business Operations, 7887 E Belleview Ave, Suite 1000, Englewood, CO 80111-6015. The rights and remedies set forth herein shall be in addition to any and all other legal, equitable and administrative rights and remedies available to WOW!.

**12. Access to Premises and Installation of System.** Customer grants WOW! the rights to install, inspect, replace, repair, relocate, alter, operate, remove and maintain its equipment (the "system") in, under and upon the premises at the designated service location(s). Customer, at no cost to WOW!, shall secure and maintain all necessary rights of access to the service location(s) for WOW! to install, operate and remove its equipment and provide the Services. WOW! in its discretion may use any existing cable, conduit or other facilities located within the premises. Customer shall pay any agreed upon custom installation fee. If WOW!'s access rights to the service location are terminated or restricted, early termination fees will apply.

**13. Limitation of Liability, Warranty Disclaimers, Pricing, Indemnification and Arbitration.** You acknowledge that the applicable General Terms and Service Policies contain, among other terms and conditions, limitation of liability, warranty disclaimer, pricing, indemnification and arbitration provisions.

**14. Commercial Use Restrictions on Video.** Customer shall not, and shall not authorize or permit any other person to: order or request pay-per-view, VOD or premium programming for receipt, exhibition or taping in a commercial establishment, nor may Customer exhibit or assist in exhibiting pay-per-view, VOD or premium programming in a commercial establishment, unless expressly authorized in writing to do so, in advance, by both WOW! and our program provider. Customer shall indemnify and hold WOW! harmless against and from any violation of this provision.

**15. Miscellaneous.** All modifications to this Agreement, if any, must be in writing, executed by an authorized WOW! Director or Vice President and the Customer. All other attempts to modify this Agreement shall be void and non-binding on WOW!. This Agreement shall be governed by and construed in accordance with federal law, the regulations of the FCC and the internal laws of the state and locality in which the service is provided, without regard to any conflicts of law provisions. Customer may not assign or otherwise transfer this Agreement in any manner without WOW!'s prior written consent. The parties acknowledge that WOW! is subject to the provisions of its local and/or state franchise agreements, and applicable federal, state and local laws and regulations ("Applicable Law"). Any duty or promise of WOW! under this Agreement that conflicts with any provision of Applicable Law is to that extent void. Notwithstanding, the terms of this Agreement are considered severable, and in the event that any term is rendered unenforceable due to any such conflict or is otherwise found to be invalid or unenforceable, the parties shall replace the invalid or unenforceable portion with another provision that, as nearly as possible, reflects the original intention of the

parties, and the remainder of this Agreement shall remain in full force and effect.

**16. Satisfaction Guarantee for High Speed Internet and Hosted VoIP Services.** Notwithstanding the forgoing, if you are not satisfied with WOW!'s (i) High Speed Internet Service and/or High Speed Internet Service bundled with Business phone and/or video, or (ii) Hosted VoIP Service, for any reason, you may terminate this Agreement and/or disconnect or downgrade your High Speed Internet or Hosted VoIP Services for any reason without incurring the MRC portion of the ETF during the first sixty (60) days of the initial Term of this Agreement (the "Cancellation Period") without incurring the MRC portion of the ETF (as it relates to the disconnected or downgraded Service) by contacting WOW! in writing before the end of the Cancellation Period and notifying WOW! of your decision to terminate this Agreement or disconnect or /downgrade your High Speed Internet or Hosted VoIP services. You will be responsible for: (i) paying for the WOW! Services you received and all other charges and fees that you incurred prior to exercising your rights under this subsection through the date the WOW! Services are disconnected or downgraded; and (ii) construction and installation costs, discounts, credits or competitive contract buyout charges and/or all previously waived non-recurring charges for the Services.

**17. Termination for Chronic Service Failures.** The Parties agree that Customer may terminate the Agreement as to a particular Service Location for a particular service only upon thirty (30) days prior written notice to WOW! if there are three (3) or more service outages for the same particular service, defined as a service outage that lasts for a continuous period of at least two (2) hours, caused by WOW! that occur within a three (3) month period and are not repaired by WOW! within a mean time to repair of four (4) hours; provided, however, this right of termination shall not apply to outages caused by Customer or force majeure events. Customer's termination of the Agreement pursuant to the prior sentence shall be deemed a termination by Customer for cause pursuant to the Agreement, and no early termination fees will apply.



IN WITNESS WHEREOF, the Parties hereto have executed and delivered this Agreement to be effective on the latest date that either party signed this Agreement, as shown below.

WOW! INTERNET, CABLE AND PHONE

CUSTOMER

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

Print Name: Gary Grishkevich

Service Address: 1200 Parkway Dr Grosse Pointe Woods MI 48236

Title: SAM

Phone: \_\_\_\_\_

**CUSTOMER ACKNOWLEDGEMENT:** By signing, I represent, warrant and acknowledge that: (i) I am at least 18 years of age and the owner of or tenant in the premises at the service location(s) identified in the Service Order and have authority to authorize the work or service specified in, and to be bound by, the Service Order and this Agreement; (ii) WOW! may contact me at the phone number above (or such other phone number or email address provided by me to WOW!), which may include autodialed calls, pre-recorded or artificial voice messages, and mobile service commercial email messages; (iii) WOW! manages its Internet Network according to specific Practices and Procedures, which can be found at <http://www.wowforbusiness.com/network-management>; (iv) the Agreement is subject to automatic renewal and early termination fees; and (v) I have read, understood and agree to the contractual terms and notices set forth in this Agreement, including those relating to the PHONE SERVICE E911 NOTICE. The applicable General Terms, Service Policies and Tariffs can be found at <http://www.wowforbusiness.com/policies-and-terms>.

**PIN #** \_\_\_\_\_

WOW! requires that you create a 4-digit PIN that will be required when you request changes to your WOW! Business account. You agree that you are responsible for the security, confidentiality and use of your PIN and shall immediately notify WOW! if there has been an unauthorized release, use or compromise of any such PIN. If you share your PIN with employees, agents or others that interact with WOW! on your behalf and that representative is no longer authorized to make changes on your behalf, it will be your responsibility to immediately contact WOW! and change the PIN. WOW! is not liable for any loss, cost, expense or other liability arising out of any unauthorized access to a service or Customer account by use of Customer's PIN.

## BUSINESS SERVICE ORDER

**BUSINESS:** GROSSE POINTE WOODS  
CITY

**Phone:** (313) 343-2525

**Date:** 5/11/2020

**CONTACT:** Bruce Smith

**Fed Tax ID:** 11-1111111

**Quote #:** OPP-710667

**PHYSICAL ADDRESS**

20025 Mack Ave  
Cook School House  
Grosse Pointe Woods MI 48236

**BILLING ADDRESS**

20025 Mack Ave  
Cook School House  
Grosse Pointe Woods MI 48236

**CONTRACT TERM**

36 month(s)

**SALES REP**

Gary Grishkevich  
6149484644  
gary.grishkevich@wowinc.com

Product	Line Description	New/ Existing	Qty	Sales Price	Install Fees	Monthly Charges
<b>Data</b>						
HSI Modem Rental with WIFI	Modem Rental with WIFI enabled	Renewal	1	\$7.00	\$0.00	\$7.00
Performance High Speed Internet 60/10	High Speed Internet 60mbps/10mbps	Upgrade	1	\$54.99	\$0.00	\$54.99
<b>Total:</b>					\$ 0.00	\$ 61.99
<b>Setup/Install Fees</b>						
Coax Installation Charge - 1 Product	Installation Charge to install/activate a single Coax product ( Business Line or HSI). Activates existing Jacks/Outlets only. New Jacks require an extra charge.	New	1	\$0.00	\$0.00	\$0.00
<b>Total:</b>					\$ 0.00	\$ 0.00
<b>*Pricing subject to approval after internal review*</b>				<b>Total:</b>	\$ 0.00	\$ 61.99

You agree and understand that prices do not include taxes, fees or surcharges, which may include government imposed fees and taxes, government program fees (such as 911, LNP, TRS and universal service), and non-governmental fees and charges (such as the Broadcast TV fee, Sports Surcharge and other specific cost recovery fees, subscriber line charges, line fees, access charges and carrier service fees) and will vary depending upon your service location and the services to which you subscribe. The taxes, fees and surcharges may be changed at any time. During the initial term, your quoted MRC for Internet and Phone services will not change. Video service prices are subject to increase with prior notice. The Agreement is subject to automatic renewal. Early termination fees may apply. Pricing reflected above is a good faith estimate of final cost, which you agree may be reduced by any amount or increased by no more than \$20/mo without further authorization from you.

\_\_\_\_\_(Initials)

## WOW! BUSINESS CUSTOMER AGREEMENT

This WOW! Business Customer Agreement sets forth the terms and conditions under which WOW! Internet, Cable and Phone will provide to Customer the services (the "Service" or "Services") indicated in this Agreement as shown in the attached summary of services or other similar document or work order form ("Service Order"). We sometimes refer to the Customer as "you" or "your", and we refer to the operating company subsidiary of WOW! Internet, Cable and Phone that owns and/or operates the broadband system in your area pursuant to a cable television franchise with the state or local franchising authority and/or the subsidiary that provides phone service in your area as "WOW!", "we", "us", or "our". The Services will be provided to you by the WOW! company that operates in your service area. For our Maryland customers, Services are provided by Anne Arundel Broadband, LLC.

**1. Subscription to Services.** By signing or electronically submitting this Agreement to WOW!, Customer subscribes to the Services identified on the Service Order. The Service Order shall become binding on the parties when (i) it is specifically accepted by WOW! either electronically or in writing, (ii) WOW! begins providing the Services described in the Service Order, or (iii) WOW! begins installation for delivery of the Services described in the Service Order, whichever is earlier; provided, however, the parties agree and acknowledge that the binding effect of the Service Order and this Agreement is contingent upon WOW!'s engineering review to determine the serviceability of the premises. If WOW! determines that the premises do not meet its serviceability requirements, the Service Order and this Agreement shall be of no further force or effect. When a Service Order becomes effective, it shall be deemed part of, and shall be subject to this Agreement.

Upon installation and connection of the necessary facilities and equipment to provide the Services, or in the case of phone, the day phone Service is activated, WOW! shall notify Customer that the Services are available for use, and the date of such notice shall be called the "Commencement Date." Any failure or refusal on the part of Customer to be ready to receive the Services on the Commencement Date shall not relieve Customer of its obligation to pay applicable Service charges.

**2. Terms and Conditions of Service.** Customer's use of the WOW! Services is specifically subject to this Agreement, and Customer's agreement to: (i) the Business Customer General Terms and Conditions (the "General Terms"), ; and (ii) use the Services strictly in accordance with any operating, privacy and/or use policies, and applicable service guides; and (iii) applicable WOW! Tariffs. The General Terms, Service Policies and Tariffs are located at <http://www.wowforbusiness.com/policies-and-terms>, may be modified by WOW! from time to time in accordance with the General Terms and/or applicable law, and are incorporated herein by reference and made a part of this Agreement. Any new terms or policies adopted by WOW!, or any modifications to the existing terms and/or policies will, subject to any notice provisions of the General Terms and applicable law, become effective upon posting a new version of the document on the WOW! Web site at <http://www.wowforbusiness.com/policies-and-terms> (or any successor url(s)). Accordingly, customers and users of the WOW! Services should regularly visit our web site and review these terms and conditions policy to ensure that their activities conform to the most recent version. Notwithstanding the foregoing, if WOW! makes a change to the General Terms that applies to Customer and is material and adverse to Customer, Customer has thirty (30) days following notice of the change to terminate the Agreement without the imposition of early termination charges. Customer's continued receipt of services shall be deemed acceptance of any such change. If WOW! agrees not to apply the changed Terms to you, the Agreement is not subject to early termination. In the event of inconsistency among these documents, precedence will be as follows: (1) any jointly executed amendment or addendum to this Agreement ("Addendum"), (2) the General Terms, (3) the Service Policies, and (4) this Customer Agreement.

**3. Pricing.** During the initial term of the Agreement, your quoted monthly recurring charge for Internet and phone services will not change. Video service prices are subject to change at any time with prior written notice to you. Other prices are subject to change at any time. Prices and price guarantees do not include taxes, fees or surcharges, including but not limited to government imposed fees and taxes, government program fees (such as 911, TRS and universal service), and non-governmental fees (such as subscriber line charges, line fees, access charges, carrier service fees and broadcast TV fee, sports surcharge and other programming cost recovery surcharges) and will apply and vary depending upon your service location and the services to which you subscribe. Not all taxes, fees and surcharges apply to all services. The taxes, fees and surcharges may be changed at any time.

**4. PHONE SERVICE E911 NOTICE.** In some of our service areas, we offer interconnected voice over IP (VoIP) phone services, which may include Hosted VoIP services. Our VoIP phone services have certain limitations and restrictions that do not generally apply to traditional circuit switched phone services. IF YOU ARE SUBSCRIBING TO WOW!'S VOIP PHONE SERVICE, YOU ACKNOWLEDGE RECEIPT AND UNDERSTANDING OF THE FOLLOWING E911 NOTICE: WOW!'S VOIP PHONE SERVICE ALLOWS YOU TO ACCESS E911 SERVICES. YOU WILL NOT BE ABLE TO ACCESS E911, HOWEVER: (I) IN THE EVENT OF A POWER OUTAGE BEYOND THE DURATION OF ANY BACK-UP POWER SOURCES. WOW! MAY PROVIDE A BATTERY BACK-UP WHICH WILL PROVIDE POWER TO THE WOW! MODEM FOR A LIMITED PERIOD OF TIME IN THE EVENT OF A POWER OUTAGE. BATTERY BACKUP IS NOT GUARANTEED, AND DOES NOT SUPPLY POWER TO THE PHONE ITSELF. YOU SHOULD NOTIFY WOW! IMMEDIATELY IF THE BATTERY IS LOW, EXHAUSTED OR INOPERABLE. IF WOW! DOES NOT PROVIDE A MODEM OR BACKUP BATTERY POWER FOR WOW! SERVICES UTILIZING A TELEPHONE CABLE MODEM, YOU MUST PROVIDE IT AND IT WILL REMAIN YOUR RESPONSIBILITY IN ALL RESPECTS; (II) IN THE EVENT OF A NETWORK OUTAGE; OR (III) DURING PERIODS WHEN YOUR BROADBAND OR INTERNET CONNECTION IS UNAVAILABLE. YOU SHOULD NEVER MOVE THE LOCATION OF YOUR WOW! PROVIDED ADVANCED MODEM OR PHONE EQUIPMENT WITHOUT PROPERLY CHANGING YOUR EMERGENCY SERVICE LOCATION ADDRESS. THE ADDRESS ASSOCIATED WITH AN E911 CALL IS THE AUTHORIZED ADDRESS WHERE WOW! SERVICE WAS ORIGINALLY PROVIDED. IF YOU MOVE THE ADVANCED MODEM OR OTHER WOW! PHONE EQUIPMENT FROM THE ORIGINAL SERVICE LOCATION, A CALL TO E911 USING THAT EQUIPMENT WILL STILL IDENTIFY THE ORIGINAL SERVICE LOCATION. YOU AGREE THAT YOU ARE RESPONSIBLE FOR: (I) CHANGING YOUR EMERGENCY SERVICE LOCATION ANY TIME YOU MOVE YOUR MODEM OR PHONE EQUIPMENT BY EITHER ACCESSING THE WOW! COMMUNICATIONS PORTAL (WHERE AVAILABLE) OR CONTACTING US; AND (II) NOTIFYING END USERS OF THE SERVICE OF THE LIMITATIONS AND REQUIREMENTS DESCRIBED IN THIS SECTION. YOU ARE AWARE THAT THERE MAY BE A DELAY OF AT LEAST ONE BUSINESS DAY AFTER WOW!'S INSTALLATION OF SERVICE AND A DELAY OF AT LEAST THREE (3) BUSINESS DAYS WHEN YOU CHANGE YOUR EMERGENCY SERVICE LOCATION, FOR E911 SERVICE AVAILABILITY. WOW! WILL BE UNABLE TO REGISTER ANY SERVICE LOCATION PROVIDED IN CONJUNCTION WITH THE USE OF THE SERVICE AND/OR WOW! EQUIPMENT THAT IS OUTSIDE ITS 911/E911 PHONE SERVICE SUPPORT AREA. IN SUCH CIRCUMSTANCES, CUSTOMER WILL BE REQUIRED TO USE AN ALTERNATIVE MEANS OF ACCESSING 911/E911. YOU AGREE THAT, TO THE MAXIMUM EXTENT ALLOWED BY LAW, WOW! SHALL HAVE NO LIABILITY FOR ANY DAMAGES CAUSED, DIRECTLY OR INDIRECTLY, BY YOUR INABILITY TO ACCESS THE SERVICES, INCLUDING E911 SERVICES.

**5. Other Hosted VoIP Service Restrictions.** Hosted VoIP phone service Customers further agree that: (i) the Service must be installed by WOW! "on-net", through the WOW! network, to ensure that the phone has been properly provisioned. Phones not properly installed on the WOW! network first may not properly function "off-net" (i.e., use of the WOW! VoIP phone when connected to the public Internet via a separate telephony, communications or Internet service provider ("Third Party Provider")); (ii) WOW! technical support is not available for phones not connected to the WOW! network. Customer assumes all risks of off-net use of the Service, including any interruption, loss of service or functionality attributable in whole or in part to a Third Party Provider; (iii) Customer is responsible for programming its multi-line phone system to comply with laws relating to location information requirements; and (iv) the Service may not support or be compatible

with certain medical monitoring devices or security systems. Customer must test the functioning and compatibility of the medical devices and/or alarm monitoring services with WOW!'s phone service.

**6. Other Off-Net Service Limitations.** If you subscribe to WOW! Ethernet Services, you agree and acknowledge that the Services may be provided using certain off-net facilities of carriers not affiliated with WOW!. For these purposes, "off-net" means that WOW! may use a third party carriers' facilities to connect back to the WOW! network for delivering services to a Customer location. Unless otherwise specifically agreed to by WOW! in writing, locations served by these "off-net" facilities are not eligible for service level guarantees (SLAs) or credits in the event of a disruption or interruption of services attributable to the off-net facilities. WOW!'s ability to provide off-net services is determined by WOW! in its sole discretion.

**7. CPNI Approval.** Customer has a right, and we have a duty, under federal law, to protect the confidentiality of customer proprietary network information (CPNI). CPNI includes information such as the quantity, technical configuration, type, destination, location and amount of use of a telecommunications service. We desire to use your CPNI (or disclose or permit access to our agents and affiliates that provide communications related services) to market communications related services (such as Internet and cable services) to you. IF YOU APPROVE, YOU DO NOT HAVE TO TAKE ANY ACTION. HOWEVER, YOU DO HAVE THE RIGHT TO RESTRICT OUR USE OF YOUR CPNI. You may deny or withdraw our right to use your CPNI at any time by calling us at 1-888-969-4249. If we do not hear from you within 30 days of this notification, we will assume that you approve our use of CPNI for the purpose of providing you with information about other communications-related services. Denial of approval will not affect the provision of any services to which you subscribe. Approval or denial of approval for use of CPNI outside of the service to which you subscribe is valid until you affirmatively revoke or limit your approval or denial.

**8. Porting of Telephone Numbers.** Until your telephone number is ported to us, your existing local exchange carrier will be responsible for providing access to emergency services such as 911. You agree that, during this porting process, we assume no responsibility and have no liability for the accuracy of the local exchange carrier records or its ability to provide access to 911 services.

**9. Telephone Authorization and New Telephone Numbers.** To complete a phone order, you must execute a Letter of Agency ("LOA") and submit it to WOW!, or otherwise complete a third party verification process. New Telephone numbers are subject to change prior to the install.

**10. Directory listings.** Our liability for any errors or omissions in any directory listings (including liability for failing to publish a listing or publishing an "unlisted" listing) is limited to the amounts paid by you to WOW! for the listing service.

**11. Term and Termination; Early Termination Fee.** The term of this Agreement begins on the Commencement Date and continues for the term specified in the Service Order and is subject to automatic renewal in accordance with the General Terms. The then current General Terms, Service Policies and pricing will apply during any renewal Term. Rates for the Services and associated discounts are based on Customer's agreement to purchase such Services for the entire applicable Term. The Agreement may be terminated in accordance with the General Terms. Notwithstanding anything in the Agreement to the contrary, Customer's termination of the Agreement or Customer's reduction of Services ("downgrade") before the expiration of the agreed upon Term without cause (including a termination for convenience) or WOW!'s early termination of the Agreement for cause, will require that Customer pay to WOW! an early termination fee (ETF) calculated as follows: (a) all unpaid amounts for Services provided through the date of termination; plus (b) all related reasonable expenses of WOW! including, but not necessarily limited to, construction and installation costs, discounts, credits or competitive contract buyout charges and/or all previously waived non-recurring charges for the Services; plus (c) 75% of the monthly recurring charges at the rates stated in an applicable Service Order form or, in the case of a downgrade, the difference between the monthly recurring charges (MRC) at the rates stated in the original Service Order form and the MRC at the rates for the downgraded service, for all months remaining in the applicable Service Order Term. Customer agrees that WOW!'s damages for early termination would be difficult to determine and the termination charges specified herein constitute liquidated damages and are not a penalty. Month-to-month service agreements may be terminated on thirty (30) days prior written notice. If Customer provides notice of termination as specified in this Section but retains WOW! Service, the Customer will be converted automatically to a month to month agreement at the end of the current term, and Customer's pricing for the Service will be modified to reflect WOW!'s current month to month pricing schedule. To terminate this Agreement in accordance with this Section, Customer must notify WOW! Customer Care by written notice to WOW! at WOW! Internet, Cable & Phone, Attn: VP of Business Operations, 7887 E Belleview Ave, Suite 1000, Englewood, CO 80111-6015. The rights and remedies set forth herein shall be in addition to any and all other legal, equitable and administrative rights and remedies available to WOW!.

**12. Access to Premises and Installation of System.** Customer grants WOW! the rights to install, inspect, replace, repair, relocate, alter, operate, remove and maintain its equipment (the "system") in, under and upon the premises at the designated service location(s). Customer, at no cost to WOW!, shall secure and maintain all necessary rights of access to the service location(s) for WOW! to install, operate and remove its equipment and provide the Services. WOW! in its discretion may use any existing cable, conduit or other facilities located within the premises. Customer shall pay any agreed upon custom installation fee. If WOW!'s access rights to the service location are terminated or restricted, early termination fees will apply.

**13. Limitation of Liability, Warranty Disclaimers, Pricing, Indemnification and Arbitration.** You acknowledge that the applicable General Terms and Service Policies contain, among other terms and conditions, limitation of liability, warranty disclaimer, pricing, indemnification and arbitration provisions.

**14. Commercial Use Restrictions on Video.** Customer shall not, and shall not authorize or permit any other person to: order or request pay-per-view, VOD or premium programming for receipt, exhibition or taping in a commercial establishment, nor may Customer exhibit or assist in exhibiting pay-per-view, VOD or premium programming in a commercial establishment, unless expressly authorized in writing to do so, in advance, by both WOW! and our program provider. Customer shall indemnify and hold WOW! harmless against and from any violation of this provision.

**15. Miscellaneous.** All modifications to this Agreement, if any, must be in writing, executed by an authorized WOW! Director or Vice President and the Customer. All other attempts to modify this Agreement shall be void and non-binding on WOW!. This Agreement shall be governed by and construed in accordance with federal law, the regulations of the FCC and the internal laws of the state and locality in which the service is provided, without regard to any conflicts of law provisions. Customer may not assign or otherwise transfer this Agreement in any manner without WOW!'s prior written consent. The parties acknowledge that WOW! is subject to the provisions of its local and/or state franchise agreements, and applicable federal, state and local laws and regulations ("Applicable Law"). Any duty or promise of WOW! under this Agreement that conflicts with any provision of Applicable Law is to that extent void. Notwithstanding, the terms of this Agreement are considered severable, and in the event that any term is rendered unenforceable due to any such conflict or is otherwise found to be invalid or unenforceable, the parties shall replace the invalid or unenforceable portion with another provision that, as nearly as possible, reflects the original intention of the



parties, and the remainder of this Agreement shall remain in full force and effect.

**16. Satisfaction Guarantee for High Speed Internet and Hosted VoIP Services.** Notwithstanding the forgoing, if you are not satisfied with WOW!'s (i) High Speed Internet Service and/or High Speed Internet Service bundled with Business phone and/or video, or (ii) Hosted VoIP Service, for any reason, you may terminate this Agreement and/or disconnect or downgrade your High Speed Internet or Hosted VoIP Services for any reason without incurring the MRC portion of the ETF during the first sixty (60) days of the initial Term of this Agreement (the "Cancellation Period") without incurring the MRC portion of the ETF (as it relates to the disconnected or downgraded Service) by contacting WOW! in writing before the end of the Cancellation Period and notifying WOW! of your decision to terminate this Agreement or disconnect or /downgrade your High Speed Internet or Hosted VoIP services. You will be responsible for: (i) paying for the WOW! Services you received and all other charges and fees that you incurred prior to exercising your rights under this subsection through the date the WOW! Services are disconnected or downgraded; and (ii) construction and installation costs, discounts, credits or competitive contract buyout charges and/or all previously waived non-recurring charges for the Services.

**17. Termination for Chronic Service Failures.** The Parties agree that Customer may terminate the Agreement as to a particular Service Location for a particular service only upon thirty (30) days prior written notice to WOW! if there are three (3) or more service outages for the same particular service, defined as a service outage that lasts for a continuous period of at least two (2) hours, caused by WOW! that occur within a three (3) month period and are not repaired by WOW! within a mean time to repair of four (4) hours; provided, however, this right of termination shall not apply to outages caused by Customer or force majeure events. Customer's termination of the Agreement pursuant to the prior sentence shall be deemed a termination by Customer for cause pursuant to the Agreement, and no early termination fees will apply.



IN WITNESS WHEREOF, the Parties hereto have executed and delivered this Agreement to be effective on the latest date that either party signed this Agreement, as shown below.  
WOW! INTERNET, CABLE AND PHONE

Signature: \_\_\_\_\_

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

Print Name: Gary Grishkevich

Title: SAM

CUSTOMER

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

Service Address: 20025 Mack Ave Cook School House  
Grosse Pointe Woods MI 48236  
Phone: (313) 343-2525

**CUSTOMER ACKNOWLEDGEMENT:** By signing, I represent, warrant and acknowledge that: (i) I am at least 18 years of age and the owner of or tenant in the premises at the service location(s) identified in the Service Order and have authority to authorize the work or service specified in, and to be bound by, the Service Order and this Agreement; (ii) WOW! may contact me at the phone number above (or such other phone number or email address provided by me to WOW!), which may include autodialed calls, pre-recorded or artificial voice messages, and mobile service commercial email messages; (iii) WOW! manages its Internet Network according to specific Practices and Procedures, which can be found at <http://www.wowforbusiness.com/network-management>; (iv) the Agreement is subject to automatic renewal and early termination fees; and (v) I have read, understood and agree to the contractual terms and notices set forth in this Agreement, including those relating to the PHONE SERVICE E911 NOTICE. The applicable General Terms, Service Policies and Tariffs can be found at <http://www.wowforbusiness.com/policies-and-terms>.

**PIN #** \_\_\_\_\_

WOW! requires that you create a 4-digit PIN that will be required when you request changes to your WOW! Business account. You agree that you are responsible for the security, confidentiality and use of your PIN and shall immediately notify WOW! if there has been an unauthorized release, use or compromise of any such PIN. If you share your PIN with employees, agents or others that interact with WOW! on your behalf and that representative is no longer authorized to make changes on your behalf, it will be your responsibility to immediately contact WOW! and change the PIN. WOW! is not liable for any loss, cost, expense or other liability arising out of any unauthorized access to a service or Customer account by use of Customer's PIN.



## BUSINESS SERVICE ORDER

**BUSINESS:** DPW Grosse Pointe Woods

**Phone:** (313) 613-9368

**Date:** 5/11/2020

**CONTACT:** Bruce Smith

**Fed Tax ID:**

**Quote #:** OPP-704422

**PHYSICAL ADDRESS**

1200 Parkway Dr  
Grosse Pointe Woods MI 48236

**BILLING ADDRESS**

20025 Mack Plaza Dr  
Grosse Pointe Woods MI 48236

**CONTRACT TERM**

36 month(s)

**SALES REP**

Gary Grishkevich  
6149484644  
gary.grishkevich@wowinc.com

Product	Line Description	New/ Existing	Qty	Sales Price	Install Fees	Monthly Charges
<b>Data</b>						
Ethernet - 10Mbps	Ethernet Connection - 10Mbps	Upgrade	1	\$270.00	\$0.00	\$270.00
Ethernet Installation	Ethernet Installation Charge	New	1	\$0.00	\$0.00	\$0.00
<b>Total:</b>					\$ 0.00	\$ 270.00
<b>Cable TV</b>						
Digital Adapter	Digital Adapter	Renewal	2	\$0.00	\$0.00	\$0.00
Digital Adapter	Digital Adapter	Renewal	2	\$2.00	\$0.00	\$4.00
Private View Only Basic Cable Package Promo	Not eligible for public view, Special Promotional Pricing for Basic TV Package when bundled with 2 or More Phone Lines & 60mbps or faster High Speed Internet Service. (Term Commitment Required)	Renewal	1	\$45.00	\$0.00	\$45.00
Sports Surcharge	Offsets some cost WOW! must pay to sports programmers	Renewal	1	\$2.00	\$0.00	\$2.00
Broadcast TV Fee	Recovers costs associated with retransmitting television broadcast signals	Renewal	1	\$10.20	\$0.00	\$10.20
<b>Total:</b>					\$ 0.00	\$ 61.20
<b>*Pricing subject to approval after internal review*</b>				<b>Total:</b>	\$ 0.00	\$ 331.20

You agree and understand that prices do not include taxes, fees or surcharges, which may include government imposed fees and taxes, government program fees (such as 911, LNP, TRS and universal service), and non-governmental fees and charges (such as the Broadcast TV fee, Sports Surcharge and other specific cost recovery fees, subscriber line charges, line fees, access charges and carrier service fees) and will vary depending upon your service location and the services to which you subscribe. The taxes, fees and surcharges may be changed at any time. During the initial term, your quoted MRC for Internet and Phone services will not change. Video service prices are subject to increase with prior notice. The Agreement is subject to automatic renewal. Early termination fees may apply. Pricing reflected above is a good faith estimate of final cost, which you agree may be reduced by any amount or increased by no more than \$20/mo without further authorization from you.

\_\_\_\_\_(Initials)

## WOW! BUSINESS CUSTOMER AGREEMENT

This WOW! Business Customer Agreement sets forth the terms and conditions under which WOW! Internet, Cable and Phone will provide to Customer the services (the "Service" or "Services") indicated in this Agreement as shown in the attached summary of services or other similar document or work order form ("Service Order"). We sometimes refer to the Customer as "you" or "your", and we refer to the operating company subsidiary of WOW! Internet, Cable and Phone that owns and/or operates the broadband system in your area pursuant to a cable television franchise with the state or local franchising authority and/or the subsidiary that provides phone service in your area as "WOW!", "we", "us", or "our". The Services will be provided to you by the WOW! company that operates in your service area. For our Maryland customers, Services are provided by Anne Arundel Broadband, LLC.

**1. Subscription to Services.** By signing or electronically submitting this Agreement to WOW!, Customer subscribes to the Services identified on the Service Order. The Service Order shall become binding on the parties when (i) it is specifically accepted by WOW! either electronically or in writing, (ii) WOW! begins providing the Services described in the Service Order, or (iii) WOW! begins installation for delivery of the Services described in the Service Order, whichever is earlier; provided, however, the parties agree and acknowledge that the binding effect of the Service Order and this Agreement is contingent upon WOW!'s engineering review to determine the serviceability of the premises. If WOW! determines that the premises do not meet its serviceability requirements, the Service Order and this Agreement shall be of no further force or effect. When a Service Order becomes effective, it shall be deemed part of, and shall be subject to this Agreement.

Upon installation and connection of the necessary facilities and equipment to provide the Services, or in the case of phone, the day phone Service is activated, WOW! shall notify Customer that the Services are available for use, and the date of such notice shall be called the "Commencement Date." Any failure or refusal on the part of Customer to be ready to receive the Services on the Commencement Date shall not relieve Customer of its obligation to pay applicable Service charges.

**2. Terms and Conditions of Service.** Customer's use of the WOW! Services is specifically subject to this Agreement, and Customer's agreement to: (i) the Business Customer General Terms and Conditions (the "General Terms"); and (ii) use the Services strictly in accordance with any operating, privacy and/or use policies, and applicable service guides; and (iii) applicable WOW! Tariffs. The General Terms, Service Policies and Tariffs are located at <http://www.wowforbusiness.com/policies-and-terms>, may be modified by WOW! from time to time in accordance with the General Terms and/or applicable law, and are incorporated herein by reference and made a part of this Agreement. Any new terms or policies adopted by WOW!, or any modifications to the existing terms and/or policies will, subject to any notice provisions of the General Terms and applicable law, become effective upon posting a new version of the document on the WOW! Web site at <http://www.wowforbusiness.com/policies-and-terms> (or any successor url(s)). Accordingly, customers and users of the WOW! Services should regularly visit our web site and review these terms and conditions policy to ensure that their activities conform to the most recent version. Notwithstanding the foregoing, if WOW! makes a change to the General Terms that applies to Customer and is material and adverse to Customer, Customer has thirty (30) days following notice of the change to terminate the Agreement without the imposition of early termination charges. Customer's continued receipt of services shall be deemed acceptance of any such change. If WOW! agrees not to apply the changed Terms to you, the Agreement is not subject to early termination. In the event of inconsistency among these documents, precedence will be as follows: (1) any jointly executed amendment or addendum to this Agreement ("Addendum"), (2) the General Terms, (3) the Service Policies, and (4) this Customer Agreement.

**3. Pricing.** During the initial term of the Agreement, your quoted monthly recurring charge for Internet and phone services will not change. Video service prices are subject to change at any time with prior written notice to you. Other prices are subject to change at any time. Prices and price guarantees do not include taxes, fees or surcharges, including but not limited to government imposed fees and taxes, government program fees (such as 911, TRS and universal service), and non-governmental fees (such as subscriber line charges, line fees, access charges, carrier service fees and broadcast TV fee, sports surcharge and other programming cost recovery surcharges) and will apply and vary depending upon your service location and the services to which you subscribe. Not all taxes, fees and surcharges apply to all services. The taxes, fees and surcharges may be changed at any time.

**4. PHONE SERVICE E911 NOTICE.** In some of our service areas, we offer interconnected voice over IP (VoIP) phone services, which may include Hosted VoIP services. Our VoIP phone services have certain limitations and restrictions that do not generally apply to traditional circuit switched phone services. IF YOU ARE SUBSCRIBING TO WOW!'S VOIP PHONE SERVICE, YOU ACKNOWLEDGE RECEIPT AND UNDERSTANDING OF THE FOLLOWING E911 NOTICE: WOW!'S VOIP PHONE SERVICE ALLOWS YOU TO ACCESS E911 SERVICES. YOU WILL NOT BE ABLE TO ACCESS E911, HOWEVER: (I) IN THE EVENT OF A POWER OUTAGE BEYOND THE DURATION OF ANY BACK-UP POWER SOURCES. WOW! MAY PROVIDE A BATTERY BACK-UP WHICH WILL PROVIDE POWER TO THE WOW! MODEM FOR A LIMITED PERIOD OF TIME IN THE EVENT OF A POWER OUTAGE. BATTERY BACKUP IS NOT GUARANTEED, AND DOES NOT SUPPLY POWER TO THE PHONE ITSELF. YOU SHOULD NOTIFY WOW! IMMEDIATELY IF THE BATTERY IS LOW, EXHAUSTED OR INOPERABLE. IF WOW! DOES NOT PROVIDE A MODEM OR BACKUP BATTERY POWER FOR WOW! SERVICES UTILIZING A TELEPHONE CABLE MODEM, YOU MUST PROVIDE IT AND IT WILL REMAIN YOUR RESPONSIBILITY IN ALL RESPECTS; (II) IN THE EVENT OF A NETWORK OUTAGE; OR (III) DURING PERIODS WHEN YOUR BROADBAND OR INTERNET CONNECTION IS UNAVAILABLE. YOU SHOULD NEVER MOVE THE LOCATION OF YOUR WOW! PROVIDED ADVANCED MODEM OR PHONE EQUIPMENT WITHOUT PROPERLY CHANGING YOUR EMERGENCY SERVICE LOCATION ADDRESS. THE ADDRESS ASSOCIATED WITH AN E911 CALL IS THE AUTHORIZED ADDRESS WHERE WOW! SERVICE WAS ORIGINALLY PROVIDED. IF YOU MOVE THE ADVANCED MODEM OR OTHER WOW! PHONE EQUIPMENT FROM THE ORIGINAL SERVICE LOCATION, A CALL TO E911 USING THAT EQUIPMENT WILL STILL IDENTIFY THE ORIGINAL SERVICE LOCATION. YOU AGREE THAT YOU ARE RESPONSIBLE FOR: (I) CHANGING YOUR EMERGENCY SERVICE LOCATION ANY TIME YOU MOVE YOUR MODEM OR PHONE EQUIPMENT BY EITHER ACCESSING THE WOW! COMMUNICATIONS PORTAL (WHERE AVAILABLE) OR CONTACTING US; AND (II) NOTIFYING END USERS OF THE SERVICE OF THE LIMITATIONS AND REQUIREMENTS DESCRIBED IN THIS SECTION. YOU ARE AWARE THAT THERE MAY BE A DELAY OF AT LEAST ONE BUSINESS DAY AFTER WOW!'S INSTALLATION OF SERVICE AND A DELAY OF AT LEAST THREE (3) BUSINESS DAYS WHEN YOU CHANGE YOUR EMERGENCY SERVICE LOCATION, FOR E911 SERVICE AVAILABILITY. WOW! WILL BE UNABLE TO REGISTER ANY SERVICE LOCATION PROVIDED IN CONJUNCTION WITH THE USE OF THE SERVICE AND/OR WOW! EQUIPMENT THAT IS OUTSIDE ITS 911/E911 PHONE SERVICE SUPPORT AREA. IN SUCH CIRCUMSTANCES, CUSTOMER WILL BE REQUIRED TO USE AN ALTERNATIVE MEANS OF ACCESSING 911/E911. YOU AGREE THAT, TO THE MAXIMUM EXTENT ALLOWED BY LAW, WOW! SHALL HAVE NO LIABILITY FOR ANY DAMAGES CAUSED, DIRECTLY OR INDIRECTLY, BY YOUR INABILITY TO ACCESS THE SERVICES, INCLUDING E911 SERVICES.

**5. Other Hosted VoIP Service Restrictions.** Hosted VoIP phone service Customers further agree that: (i) the Service must be installed by WOW! "on-net", through the WOW! network, to ensure that the phone has been properly provisioned. Phones not properly installed on the WOW! network first may not properly function "off-net" (i.e., use of the WOW! VoIP phone when connected to the public Internet via a separate telephony, communications or Internet service provider ("Third Party Provider")); (ii) WOW! technical support is not available for phones not connected to the WOW! network. Customer assumes all risks of off-net use of the Service, including any interruption, loss of service or functionality attributable in whole or in part to a Third Party Provider; (iii) Customer is responsible for programming its multi-line phone system to comply with laws relating to location information requirements; and (iv) the Service may not support or be compatible

with certain medical monitoring devices or security systems. Customer must test the functioning and compatibility of the medical devices and/or alarm monitoring services with WOW!'s phone service.

**6. Other Off-Net Service Limitations.** If you subscribe to WOW! Ethernet Services, you agree and acknowledge that the Services may be provided using certain off-net facilities of carriers not affiliated with WOW!. For these purposes, "off-net" means that WOW! may use a third party carriers' facilities to connect back to the WOW! network for delivering services to a Customer location. Unless otherwise specifically agreed to by WOW! in writing, locations served by these "off-net" facilities are not eligible for service level guarantees (SLAs) or credits in the event of a disruption or interruption of services attributable to the off-net facilities. WOW!'s ability to provide off-net services is determined by WOW! in its sole discretion.

**7. CPNI Approval.** Customer has a right, and we have a duty, under federal law, to protect the confidentiality of customer proprietary network information (CPNI). CPNI includes information such as the quantity, technical configuration, type, destination, location and amount of use of a telecommunications service. We desire to use your CPNI (or disclose or permit access to our agents and affiliates that provide communications related services) to market communications related services (such as Internet and cable services) to you. IF YOU APPROVE, YOU DO NOT HAVE TO TAKE ANY ACTION. HOWEVER, YOU DO HAVE THE RIGHT TO RESTRICT OUR USE OF YOUR CPNI. You may deny or withdraw our right to use your CPNI at any time by calling us at 1-888-969-4249. If we do not hear from you within 30 days of this notification, we will assume that you approve our use of CPNI for the purpose of providing you with information about other communications-related services. Denial of approval will not affect the provision of any services to which you subscribe. Approval or denial of approval for use of CPNI outside of the service to which you subscribe is valid until you affirmatively revoke or limit your approval or denial.

**8. Porting of Telephone Numbers.** Until your telephone number is ported to us, your existing local exchange carrier will be responsible for providing access to emergency services such as 911. You agree that, during this porting process, we assume no responsibility and have no liability for the accuracy of the local exchange carrier records or its ability to provide access to 911 services.

**9. Telephone Authorization and New Telephone Numbers.** To complete a phone order, you must execute a Letter of Agency ("LOA") and submit it to WOW!, or otherwise complete a third party verification process. New Telephone numbers are subject to change prior to the install.

**10. Directory listings.** Our liability for any errors or omissions in any directory listings (including liability for failing to publish a listing or publishing an "unlisted" listing) is limited to the amounts paid by you to WOW! for the listing service.

**11. Term and Termination; Early Termination Fee.** The term of this Agreement begins on the Commencement Date and continues for the term specified in the Service Order and is subject to automatic renewal in accordance with the General Terms. The then current General Terms, Service Policies and pricing will apply during any renewal Term. Rates for the Services and associated discounts are based on Customer's agreement to purchase such Services for the entire applicable Term. The Agreement may be terminated in accordance with the General Terms. Notwithstanding anything in the Agreement to the contrary, Customer's termination of the Agreement or Customer's reduction of Services ("downgrade") before the expiration of the agreed upon Term without cause (including a termination for convenience) or WOW!'s early termination of the Agreement for cause, will require that Customer pay to WOW! an early termination fee (ETF) calculated as follows: (a) all unpaid amounts for Services provided through the date of termination; plus (b) all related reasonable expenses of WOW! including, but not necessarily limited to, construction and installation costs, discounts, credits or competitive contract buyout charges and/or all previously waived non-recurring charges for the Services; plus (c) 75% of the monthly recurring charges at the rates stated in an applicable Service Order form or, in the case of a downgrade, the difference between the monthly recurring charges (MRC) at the rates stated in the original Service Order form and the MRC at the rates for the downgraded service, for all months remaining in the applicable Service Order Term. Customer agrees that WOW!'s damages for early termination would be difficult to determine and the termination charges specified herein constitute liquidated damages and are not a penalty. Month-to-month service agreements may be terminated on thirty (30) days prior written notice. If Customer provides notice of termination as specified in this Section but retains WOW! Service, the Customer will be converted automatically to a month to month agreement at the end of the current term, and Customer's pricing for the Service will be modified to reflect WOW!'s current month to month pricing schedule. To terminate this Agreement in accordance with this Section, Customer must notify WOW! Customer Care by written notice to WOW! at WOW! Internet, Cable & Phone, Attn: VP of Business Operations, 7887 E Belleview Ave, Suite 1000, Englewood, CO 80111-6015. The rights and remedies set forth herein shall be in addition to any and all other legal, equitable and administrative rights and remedies available to WOW!.

**12. Access to Premises and Installation of System.** Customer grants WOW! the rights to install, inspect, replace, repair, relocate, alter, operate, remove and maintain its equipment (the "system") in, under and upon the premises at the designated service location(s). Customer, at no cost to WOW!, shall secure and maintain all necessary rights of access to the service location(s) for WOW! to install, operate and remove its equipment and provide the Services. WOW! in its discretion may use any existing cable, conduit or other facilities located within the premises. Customer shall pay any agreed upon custom installation fee. If WOW!'s access rights to the service location are terminated or restricted, early termination fees will apply.

**13. Limitation of Liability, Warranty Disclaimers, Pricing, Indemnification and Arbitration.** You acknowledge that the applicable General Terms and Service Policies contain, among other terms and conditions, limitation of liability, warranty disclaimer, pricing, indemnification and arbitration provisions.

**14. Commercial Use Restrictions on Video.** Customer shall not, and shall not authorize or permit any other person to: order or request pay-per-view, VOD or premium programming for receipt, exhibition or taping in a commercial establishment, nor may Customer exhibit or assist in exhibiting pay-per-view, VOD or premium programming in a commercial establishment, unless expressly authorized in writing to do so, in advance, by both WOW! and our program provider. Customer shall indemnify and hold WOW! harmless against and from any violation of this provision.

**15. Miscellaneous.** All modifications to this Agreement, if any, must be in writing, executed by an authorized WOW! Director or Vice President and the Customer. All other attempts to modify this Agreement shall be void and non-binding on WOW!. This Agreement shall be governed by and construed in accordance with federal law, the regulations of the FCC and the internal laws of the state and locality in which the service is provided, without regard to any conflicts of law provisions. Customer may not assign or otherwise transfer this Agreement in any manner without WOW!'s prior written consent. The parties acknowledge that WOW! is subject to the provisions of its local and/or state franchise agreements, and applicable federal, state and local laws and regulations ("Applicable Law"). Any duty or promise of WOW! under this Agreement that conflicts with any provision of Applicable Law is to that extent void. Notwithstanding, the terms of this Agreement are considered severable, and in the event that any term is rendered unenforceable due to any such conflict or is otherwise found to be invalid or unenforceable, the parties shall replace the invalid or unenforceable portion with another provision that, as nearly as possible, reflects the original intention of the

parties, and the remainder of this Agreement shall remain in full force and effect.

**16. Satisfaction Guarantee for High Speed Internet and Hosted VoIP Services.** Notwithstanding the forgoing, if you are not satisfied with WOW!'s (i) High Speed Internet Service and/or High Speed Internet Service bundled with Business phone and/or video, or (ii) Hosted VoIP Service, for any reason, you may terminate this Agreement and/or disconnect or downgrade your High Speed Internet or Hosted VoIP Services for any reason without incurring the MRC portion of the ETF during the first sixty (60) days of the initial Term of this Agreement (the "Cancellation Period") without incurring the MRC portion of the ETF (as it relates to the disconnected or downgraded Service) by contacting WOW! in writing before the end of the Cancellation Period and notifying WOW! of your decision to terminate this Agreement or disconnect or /downgrade your High Speed Internet or Hosted VoIP services. You will be responsible for: (i) paying for the WOW! Services you received and all other charges and fees that you incurred prior to exercising your rights under this subsection through the date the WOW! Services are disconnected or downgraded; and (ii) construction and installation costs, discounts, credits or competitive contract buyout charges and/or all previously waived non-recurring charges for the Services.

**17. Termination for Chronic Service Failures.** The Parties agree that Customer may terminate the Agreement as to a particular Service Location for a particular service only upon thirty (30) days prior written notice to WOW! if there are three (3) or more service outages for the same particular service, defined as a service outage that lasts for a continuous period of at least two (2) hours, caused by WOW! that occur within a three (3) month period and are not repaired by WOW! within a mean time to repair of four (4) hours; provided, however, this right of termination shall not apply to outages caused by Customer or force majeure events. Customer's termination of the Agreement pursuant to the prior sentence shall be deemed a termination by Customer for cause pursuant to the Agreement, and no early termination fees will apply.





IN WITNESS WHEREOF, the Parties hereto have executed and delivered this Agreement to be effective on the latest date that either party signed this Agreement, as shown below.

WOW! INTERNET, CABLE AND PHONE

CUSTOMER

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

Print Name: Gary Grishkevich

Service Address: 1200 Parkway Dr Grosse Pointe Woods MI 48236

Title: SAM

Phone: (313) 613-9368

**CUSTOMER ACKNOWLEDGEMENT:** By signing, I represent, warrant and acknowledge that: (i) I am at least 18 years of age and the owner of or tenant in the premises at the service location(s) identified in the Service Order and have authority to authorize the work or service specified in, and to be bound by, the Service Order and this Agreement; (ii) WOW! may contact me at the phone number above (or such other phone number or email address provided by me to WOW!), which may include autodialed calls, pre-recorded or artificial voice messages, and mobile service commercial email messages; (iii) WOW! manages its Internet Network according to specific Practices and Procedures, which can be found at <http://www.wowforbusiness.com/network-management>; (iv) the Agreement is subject to automatic renewal and early termination fees; and (v) I have read, understood and agree to the contractual terms and notices set forth in this Agreement, including those relating to the PHONE SERVICE E911 NOTICE. The applicable General Terms, Service Policies and Tariffs can be found at <http://www.wowforbusiness.com/policies-and-terms>.

**PIN #** \_\_\_\_\_

WOW! requires that you create a 4-digit PIN that will be required when you request changes to your WOW! Business account. You agree that you are responsible for the security, confidentiality and use of your PIN and shall immediately notify WOW! if there has been an unauthorized release, use or compromise of any such PIN. If you share your PIN with employees, agents or others that interact with WOW! on your behalf and that representative is no longer authorized to make changes on your behalf, it will be your responsibility to immediately contact WOW! and change the PIN. WOW! is not liable for any loss, cost, expense or other liability arising out of any unauthorized access to a service or Customer account by use of Customer's PIN.

**BUSINESS SERVICE ORDER****BUSINESS:** CITY OF GROSSE POINTE  
WOODS**Phone:****Date:** 5/11/2020**CONTACT:** Bruce Smith**Fed Tax ID:****Quote #:** OPP-704403**PHYSICAL ADDRESS**23000 E Jefferson  
St Clair Shores MI 48080**BILLING ADDRESS**20025 MACK PLAZA DR  
GROSSE POINTE MI  
48236-2343**CONTRACT TERM**

36 month(s)

**SALES REP**Gary Grishkevich  
6149484644  
gary.grishkevich@wowinc.com

Product	Line Description	New/ Existing	Qty	Sales Price	Install Fees	Monthly Charges
<b>Data</b>						
Ethernet - 10Mbps	Ethernet Connection - 10Mbps	Upgrade	1	\$270.00	\$0.00	\$270.00
Ethernet Installation	Ethernet Installation Charge	New	1	\$0.00	\$0.00	\$0.00
<b>Total:</b>					\$ 0.00	\$ 270.00
<b>*Pricing subject to approval after internal review*</b>					<b>Total:</b>	\$ 0.00
						\$ 270.00

You agree and understand that prices do not include taxes, fees or surcharges, which may include government imposed fees and taxes, government program fees (such as 911, LNP, TRS and universal service), and non-governmental fees and charges (such as the Broadcast TV fee, Sports Surcharge and other specific cost recovery fees, subscriber line charges, line fees, access charges and carrier service fees) and will vary depending upon your service location and the services to which you subscribe. The taxes, fees and surcharges may be changed at any time. During the initial term, your quoted MRC for Internet and Phone services will not change. Video service prices are subject to increase with prior notice. The Agreement is subject to automatic renewal. Early termination fees may apply. Pricing reflected above is a good faith estimate of final cost, which you agree may be reduced by any amount or increased by no more than \$20/mo without further authorization from you.

\_\_\_\_\_(Initials)

## WOW! BUSINESS CUSTOMER AGREEMENT

This WOW! Business Customer Agreement sets forth the terms and conditions under which WOW! Internet, Cable and Phone will provide to Customer the services (the "Service" or "Services") indicated in this Agreement as shown in the attached summary of services or other similar document or work order form ("Service Order"). We sometimes refer to the Customer as "you" or "your", and we refer to the operating company subsidiary of WOW! Internet, Cable and Phone that owns and/or operates the broadband system in your area pursuant to a cable television franchise with the state or local franchising authority and/or the subsidiary that provides phone service in your area as "WOW!", "we", "us", or "our". The Services will be provided to you by the WOW! company that operates in your service area. For our Maryland customers, Services are provided by Anne Arundel Broadband, LLC.

**1. Subscription to Services.** By signing or electronically submitting this Agreement to WOW!, Customer subscribes to the Services identified on the Service Order. The Service Order shall become binding on the parties when (i) it is specifically accepted by WOW! either electronically or in writing, (ii) WOW! begins providing the Services described in the Service Order, or (iii) WOW! begins installation for delivery of the Services described in the Service Order, whichever is earlier; provided, however, the parties agree and acknowledge that the binding effect of the Service Order and this Agreement is contingent upon WOW!'s engineering review to determine the serviceability of the premises. If WOW! determines that the premises do not meet its serviceability requirements, the Service Order and this Agreement shall be of no further force or effect. When a Service Order becomes effective, it shall be deemed part of, and shall be subject to this Agreement.

Upon installation and connection of the necessary facilities and equipment to provide the Services, or in the case of phone, the day phone Service is activated, WOW! shall notify Customer that the Services are available for use, and the date of such notice shall be called the "Commencement Date." Any failure or refusal on the part of Customer to be ready to receive the Services on the Commencement Date shall not relieve Customer of its obligation to pay applicable Service charges

**2. Terms and Conditions of Service.** Customer's use of the WOW! Services is specifically subject to this Agreement, and Customer's agreement to: (i) the Business Customer General Terms and Conditions (the "General Terms"), ; and (ii) use the Services strictly in accordance with any operating, privacy and/or use policies, and applicable service guides; and (iii) applicable WOW! Tariffs. The General Terms, Service Policies and Tariffs are located at <http://www.wowforbusiness.com/policies-and-terms>, may be modified by WOW! from time to time in accordance with the General Terms and/or applicable law, and are incorporated herein by reference and made a part of this Agreement. Any new terms or policies adopted by WOW!, or any modifications to the existing terms and/or policies will, subject to any notice provisions of the General Terms and applicable law, become effective upon posting a new version of the document on the WOW! Web site at <http://www.wowforbusiness.com/policies-and-terms> (or any successor url(s)). Accordingly, customers and users of the WOW! Services should regularly visit our web site and review these terms and conditions policy to ensure that their activities conform to the most recent version. Notwithstanding the foregoing, if WOW! makes a change to the General Terms that applies to Customer and is material and adverse to Customer, Customer has thirty (30) days following notice of the change to terminate the Agreement without the imposition of early termination charges. Customer's continued receipt of services shall be deemed acceptance of any such change. If WOW! agrees not to apply the changed Terms to you, the Agreement is not subject to early termination. In the event of inconsistency among these documents, precedence will be as follows: (1) any jointly executed amendment or addendum to this Agreement ("Addendum"), (2) the General Terms, (3) the Service Policies, and (4) this Customer Agreement.

**3. Pricing.** During the initial term of the Agreement, your quoted monthly recurring charge for Internet and phone services will not change. Video service prices are subject to change at any time with prior written notice to you. Other prices are subject to change at any time. Prices and price guarantees do not include taxes, fees or surcharges, including but not limited to government imposed fees and taxes, government program fees (such as 911, TRS and universal service), and non-governmental fees (such as subscriber line charges, line fees, access charges, carrier service fees and broadcast TV fee, sports surcharge and other programming cost recovery surcharges) and will apply and vary depending upon your service location and the services to which you subscribe. Not all taxes, fees and surcharges apply to all services. The taxes, fees and surcharges may be changed at any time.

**4. PHONE SERVICE E911 NOTICE.** In some of our service areas, we offer interconnected voice over IP (VoIP) phone services, which may include Hosted VoIP services. Our VoIP phone services have certain limitations and restrictions that do not generally apply to traditional circuit switched phone services. IF YOU ARE SUBSCRIBING TO WOW!'S VOIP PHONE SERVICE, YOU ACKNOWLEDGE RECEIPT AND UNDERSTANDING OF THE FOLLOWING E911 NOTICE: WOW!'S VOIP PHONE SERVICE ALLOWS YOU TO ACCESS E911 SERVICES. YOU WILL NOT BE ABLE TO ACCESS E911, HOWEVER: (I) IN THE EVENT OF A POWER OUTAGE BEYOND THE DURATION OF ANY BACK-UP POWER SOURCES. WOW! MAY PROVIDE A BATTERY BACK-UP WHICH WILL PROVIDE POWER TO THE WOW! MODEM FOR A LIMITED PERIOD OF TIME IN THE EVENT OF A POWER OUTAGE. BATTERY BACKUP IS NOT GUARANTEED, AND DOES NOT SUPPLY POWER TO THE PHONE ITSELF. YOU SHOULD NOTIFY WOW! IMMEDIATELY IF THE BATTERY IS LOW, EXHAUSTED OR INOPERABLE. IF WOW! DOES NOT PROVIDE A MODEM OR BACKUP BATTERY POWER FOR WOW! SERVICES UTILIZING A TELEPHONE CABLE MODEM, YOU MUST PROVIDE IT AND IT WILL REMAIN YOUR RESPONSIBILITY IN ALL RESPECTS; (II) IN THE EVENT OF A NETWORK OUTAGE; OR (III) DURING PERIODS WHEN YOUR BROADBAND OR INTERNET CONNECTION IS UNAVAILABLE. YOU SHOULD NEVER MOVE THE LOCATION OF YOUR WOW! PROVIDED ADVANCED MODEM OR PHONE EQUIPMENT WITHOUT PROPERLY CHANGING YOUR EMERGENCY SERVICE LOCATION ADDRESS. THE ADDRESS ASSOCIATED WITH AN E911 CALL IS THE AUTHORIZED ADDRESS WHERE WOW! SERVICE WAS ORIGINALLY PROVIDED. IF YOU MOVE THE ADVANCED MODEM OR OTHER WOW! PHONE EQUIPMENT FROM THE ORIGINAL SERVICE LOCATION, A CALL TO E911 USING THAT EQUIPMENT WILL STILL IDENTIFY THE ORIGINAL SERVICE LOCATION. YOU AGREE THAT YOU ARE RESPONSIBLE FOR: (I) CHANGING YOUR EMERGENCY SERVICE LOCATION ANY TIME YOU MOVE YOUR MODEM OR PHONE EQUIPMENT BY EITHER ACCESSING THE WOW! COMMUNICATIONS PORTAL (WHERE AVAILABLE) OR CONTACTING US; AND (II) NOTIFYING END USERS OF THE SERVICE OF THE LIMITATIONS AND REQUIREMENTS DESCRIBED IN THIS SECTION. YOU ARE AWARE THAT THERE MAY BE A DELAY OF AT LEAST ONE BUSINESS DAY AFTER WOW!'S INSTALLATION OF SERVICE AND A DELAY OF AT LEAST THREE (3) BUSINESS DAYS WHEN YOU CHANGE YOUR EMERGENCY SERVICE LOCATION, FOR E911 SERVICE AVAILABILITY. WOW! WILL BE UNABLE TO REGISTER ANY SERVICE LOCATION PROVIDED IN CONJUNCTION WITH THE USE OF THE SERVICE AND/OR WOW! EQUIPMENT THAT IS OUTSIDE ITS 911/E911 PHONE SERVICE SUPPORT AREA. IN SUCH CIRCUMSTANCES, CUSTOMER WILL BE REQUIRED TO USE AN ALTERNATIVE MEANS OF ACCESSING 911/E911. YOU AGREE THAT, TO THE MAXIMUM EXTENT ALLOWED BY LAW, WOW! SHALL HAVE NO LIABILITY FOR ANY DAMAGES CAUSED, DIRECTLY OR INDIRECTLY, BY YOUR INABILITY TO ACCESS THE SERVICES, INCLUDING E911 SERVICES.

**5. Other Hosted VoIP Service Restrictions.** Hosted VoIP phone service Customers further agree that: (i) the Service must be installed by WOW! "on-net", through the WOW! network, to ensure that the phone has been properly provisioned. Phones not properly installed on the WOW! network first may not properly function "off-net" (i.e., use of the WOW! VoIP phone when connected to the public Internet via a separate telephony, communications or Internet service provider ("Third Party Provider")); (ii) WOW! technical support is not available for phones not connected to the WOW! network. Customer assumes all risks of off-net use of the Service, including any interruption, loss of service or functionality attributable in whole or in part to a Third Party Provider; (iii) Customer is responsible for programming its multi-line phone system to comply with laws relating to location information requirements; and (iv) the Service may not support or be compatible

with certain medical monitoring devices or security systems. Customer must test the functioning and compatibility of the medical devices and/or alarm monitoring services with WOW!'s phone service.

**6. Other Off-Net Service Limitations.** If you subscribe to WOW! Ethernet Services, you agree and acknowledge that the Services may be provided using certain off-net facilities of carriers not affiliated with WOW!. For these purposes, "off-net" means that WOW! may use a third party carriers' facilities to connect back to the WOW! network for delivering services to a Customer location. Unless otherwise specifically agreed to by WOW! in writing, locations served by these "off-net" facilities are not eligible for service level guarantees (SLAs) or credits in the event of a disruption or interruption of services attributable to the off-net facilities. WOW!'s ability to provide off-net services is determined by WOW! in its sole discretion.

**7. CPNI Approval.** Customer has a right, and we have a duty, under federal law, to protect the confidentiality of customer proprietary network information (CPNI). CPNI includes information such as the quantity, technical configuration, type, destination, location and amount of use of a telecommunications service. We desire to use your CPNI (or disclose or permit access to our agents and affiliates that provide communications related services) to market communications related services (such as Internet and cable services) to you. IF YOU APPROVE, YOU DO NOT HAVE TO TAKE ANY ACTION. HOWEVER, YOU DO HAVE THE RIGHT TO RESTRICT OUR USE OF YOUR CPNI. You may deny or withdraw our right to use your CPNI at any time by calling us at 1-888-969-4249. If we do not hear from you within 30 days of this notification, we will assume that you approve our use of CPNI for the purpose of providing you with information about other communications-related services. Denial of approval will not affect the provision of any services to which you subscribe. Approval or denial of approval for use of CPNI outside of the service to which you subscribe is valid until you affirmatively revoke or limit your approval or denial.

**8. Porting of Telephone Numbers.** Until your telephone number is ported to us, your existing local exchange carrier will be responsible for providing access to emergency services such as 911. You agree that, during this porting process, we assume no responsibility and have no liability for the accuracy of the local exchange carrier records or its ability to provide access to 911 services.

**9. Telephone Authorization and New Telephone Numbers.** To complete a phone order, you must execute a Letter of Agency ("LOA") and submit it to WOW!, or otherwise complete a third party verification process. New Telephone numbers are subject to change prior to the install.

**10. Directory listings.** Our liability for any errors or omissions in any directory listings (including liability for failing to publish a listing or publishing an "unlisted" listing) is limited to the amounts paid by you to WOW! for the listing service.

**11. Term and Termination; Early Termination Fee.** The term of this Agreement begins on the Commencement Date and continues for the term specified in the Service Order and is subject to automatic renewal in accordance with the General Terms. The then current General Terms, Service Policies and pricing will apply during any renewal Term. Rates for the Services and associated discounts are based on Customer's agreement to purchase such Services for the entire applicable Term. The Agreement may be terminated in accordance with the General Terms. Notwithstanding anything in the Agreement to the contrary, Customer's termination of the Agreement or Customer's reduction of Services ("downgrade") before the expiration of the agreed upon Term without cause (including a termination for convenience) or WOW!'s early termination of the Agreement for cause, will require that Customer pay to WOW! an early termination fee (ETF) calculated as follows: (a) all unpaid amounts for Services provided through the date of termination; plus (b) all related reasonable expenses of WOW! including, but not necessarily limited to, construction and installation costs, discounts, credits or competitive contract buyout charges and/or all previously waived non-recurring charges for the Services; plus (c) 75% of the monthly recurring charges at the rates stated in an applicable Service Order form or, in the case of a downgrade, the difference between the monthly recurring charges (MRC) at the rates stated in the original Service Order form and the MRC at the rates for the downgraded service, for all months remaining in the applicable Service Order Term. Customer agrees that WOW!'s damages for early termination would be difficult to determine and the termination charges specified herein constitute liquidated damages and are not a penalty. Month-to-month service agreements may be terminated on thirty (30) days prior written notice. If Customer provides notice of termination as specified in this Section but retains WOW! Service, the Customer will be converted automatically to a month to month agreement at the end of the current term, and Customer's pricing for the Service will be modified to reflect WOW!'s current month to month pricing schedule. To terminate this Agreement in accordance with this Section, Customer must notify WOW! Customer Care by written notice to WOW! at WOW! Internet, Cable & Phone, Attn: VP of Business Operations, 7887 E Belleview Ave, Suite 1000, Englewood, CO 80111-6015. The rights and remedies set forth herein shall be in addition to any and all other legal, equitable and administrative rights and remedies available to WOW!.

**12. Access to Premises and Installation of System.** Customer grants WOW! the rights to install, inspect, replace, repair, relocate, alter, operate, remove and maintain its equipment (the "system") in, under and upon the premises at the designated service location(s). Customer, at no cost to WOW!, shall secure and maintain all necessary rights of access to the service location(s) for WOW! to install, operate and remove its equipment and provide the Services. WOW! in its discretion may use any existing cable, conduit or other facilities located within the premises. Customer shall pay any agreed upon custom installation fee. If WOW!'s access rights to the service location are terminated or restricted, early termination fees will apply.

**13. Limitation of Liability, Warranty Disclaimers, Pricing, Indemnification and Arbitration.** You acknowledge that the applicable General Terms and Service Policies contain, among other terms and conditions, limitation of liability, warranty disclaimer, pricing, indemnification and arbitration provisions.

**14. Commercial Use Restrictions on Video.** Customer shall not, and shall not authorize or permit any other person to: order or request pay-per-view, VOD or premium programming for receipt, exhibition or taping in a commercial establishment, nor may Customer exhibit or assist in exhibiting pay-per-view, VOD or premium programming in a commercial establishment, unless expressly authorized in writing to do so, in advance, by both WOW! and our program provider. Customer shall indemnify and hold WOW! harmless against and from any violation of this provision.

**15. Miscellaneous.** All modifications to this Agreement, if any, must be in writing, executed by an authorized WOW! Director or Vice President and the Customer. All other attempts to modify this Agreement shall be void and non-binding on WOW!. This Agreement shall be governed by and construed in accordance with federal law, the regulations of the FCC and the internal laws of the state and locality in which the service is provided, without regard to any conflicts of law provisions. Customer may not assign or otherwise transfer this Agreement in any manner without WOW!'s prior written consent. The parties acknowledge that WOW! is subject to the provisions of its local and/or state franchise agreements, and applicable federal, state and local laws and regulations ("Applicable Law"). Any duty or promise of WOW! under this Agreement that conflicts with any provision of Applicable Law is to that extent void. Notwithstanding, the terms of this Agreement are considered severable, and in the event that any term is rendered unenforceable due to any such conflict or is otherwise found to be invalid or unenforceable, the parties shall replace the invalid or unenforceable portion with another provision that, as nearly as possible, reflects the original intention of the



parties, and the remainder of this Agreement shall remain in full force and effect.

**16. Satisfaction Guarantee for High Speed Internet and Hosted VoIP Services.** Notwithstanding the forgoing, if you are not satisfied with WOW!'s (i) High Speed Internet Service and/or High Speed Internet Service bundled with Business phone and/or video, or (ii) Hosted VoIP Service, for any reason, you may terminate this Agreement and/or disconnect or downgrade your High Speed Internet or Hosted VoIP Services for any reason without incurring the MRC portion of the ETF during the first sixty (60) days of the initial Term of this Agreement (the "Cancellation Period") without incurring the MRC portion of the ETF (as it relates to the disconnected or downgraded Service) by contacting WOW! in writing before the end of the Cancellation Period and notifying WOW! of your decision to terminate this Agreement or disconnect or /downgrade your High Speed Internet or Hosted VoIP services. You will be responsible for: (i) paying for the WOW! Services you received and all other charges and fees that you incurred prior to exercising your rights under this subsection through the date the WOW! Services are disconnected or downgraded; and (ii) construction and installation costs, discounts, credits or competitive contract buyout charges and/or all previously waived non-recurring charges for the Services.

**17. Termination for Chronic Service Failures.** The Parties agree that Customer may terminate the Agreement as to a particular Service Location for a particular service only upon thirty (30) days prior written notice to WOW! if there are three (3) or more service outages for the same particular service, defined as a service outage that lasts for a continuous period of at least two (2) hours, caused by WOW! that occur within a three (3) month period and are not repaired by WOW! within a mean time to repair of four (4) hours; provided, however, this right of termination shall not apply to outages caused by Customer or force majeure events. Customer's termination of the Agreement pursuant to the prior sentence shall be deemed a termination by Customer for cause pursuant to the Agreement, and no early termination fees will apply.



IN WITNESS WHEREOF, the Parties hereto have executed and delivered this Agreement to be effective on the latest date that either party signed this Agreement, as shown below.

WOW! INTERNET, CABLE AND PHONE

CUSTOMER

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

Print Name: Gary Grishkevich

Service Address: 23000 E Jefferson St Clair Shores MI 48080

Title: SAM

Phone: \_\_\_\_\_

**CUSTOMER ACKNOWLEDGEMENT:** By signing, I represent, warrant and acknowledge that: (i) I am at least 18 years of age and the owner of or tenant in the premises at the service location(s) identified in the Service Order and have authority to authorize the work or service specified in, and to be bound by, the Service Order and this Agreement; (ii) WOW! may contact me at the phone number above (or such other phone number or email address provided by me to WOW!), which may include autodialed calls, pre-recorded or artificial voice messages, and mobile service commercial email messages; (iii) WOW! manages its Internet Network according to specific Practices and Procedures, which can be found at <http://www.wowforbusiness.com/network-management>; (iv) the Agreement is subject to automatic renewal and early termination fees; and (v) I have read, understood and agree to the contractual terms and notices set forth in this Agreement, including those relating to the PHONE SERVICE E911 NOTICE. The applicable General Terms, Service Policies and Tariffs can be found at <http://www.wowforbusiness.com/policies-and-terms>.

**PIN #** \_\_\_\_\_

WOW! requires that you create a 4-digit PIN that will be required when you request changes to your WOW! Business account. You agree that you are responsible for the security, confidentiality and use of your PIN and shall immediately notify WOW! if there has been an unauthorized release, use or compromise of any such PIN. If you share your PIN with employees, agents or others that interact with WOW! on your behalf and that representative is no longer authorized to make changes on your behalf, it will be your responsibility to immediately contact WOW! and change the PIN. WOW! is not liable for any loss, cost, expense or other liability arising out of any unauthorized access to a service or Customer account by use of Customer's PIN.



8A

STATEMENT		PAGE 1	
Customer Name		CITY OF GROSSE POINTE WOODS	
Customer Account Number		MDOT00183	
Statement Closing Date		05-04-20	
AP Dept/BPRC		Date Due	
591:ACT51		06-03-20	
Amount Enclosed		25,953.04	

Remit to:  
State of Michigan  
Attn: Finance Cashier  
P.O. Box 30648  
Lansing MI 48909

Bill to:  
CITY OF GROSSE POINTE WOODS  
GROSSE POINTE WOODS CITY TREASURER  
20025 MACK AVENUE  
GROSSE POINTE WOODS MI 48236

RECEIVED

MAY 20 2020

CITY OF GROSSE POINTE WOODS  
CLERK'S DEPARTMENT

Payment Method: Check ☐ Money Order ☐

Please write Customer Account No. on front of Check or Money Order.  
DO NOT MAIL CASH

☐ Please check if address has changed. Write correct address on back of stub and attach with payment.

Please detach the above stub and return with your remittance payable to Dept. of Transportation

### Transportation



ORIGINAL

Customer Account Number	MDOT00183	Statement Closing Date	05-04-20
Customer Name	CITY OF GROSSE POINTE WOODS		
IF YOU HAVE ANY QUESTIONS, PLEASE CALL			

### Current Period Charges

Description	Date	Transaction ID	Charges
-	04-30-20	CARE1591REIM20000967	(\$184,801.89)
-	04-30-20	CARE1591REIM20000967	\$195,948.93
-	04-30-20	CARE1591REIM20000967	(\$8,174.00)
-	04-30-20	CARE1591REIM20000967	\$22,744.00
-	04-30-20	CARE1591REIM20000967	\$36.00
-	04-30-20	CARE1591REIM20000967	(\$13.92)
-	04-30-20	CARE1591REIM20000967	\$13.92

### Important Customer Information

PD # 19-4544  
202-451-974 300  
5/19/2020  
C. Behrens *[Signature]* 5/19/2020

CONTACT	591
---------	-----

MDOT

Michigan Department of Transportation

Statement Date: 05/06/2020

MDOT00183 - CITY OF GROSSE POINTE WOODS

Program: 203498CON

Federal Project: 1900338

Description: Vernier Road Remove the existing asphalt pavement, making base course repairs as needed ; Vernier Road: Fairway Lane to Morningside Drive

Phase: 01 Construction Contract

Funding Profile	Fed Pro Rata	Jrnl Description		
A00058	81.85	2019-5061 GROSSE POINTE WOODS		
		Current Budget	Cash Expenditures	Collected
Federal		1,036,854.77	883,659.52	
Local		229,919.54	195,948.93	184,601.89
				11,347.04

Funding Profile	Fed Pro Rata	Jrnl Description		
A00059		2019-5061 GROSSE POINTE WOODS		
		Current Budget	Cash Expenditures	Collected
Local		22,744.00	22,780.00	8,174.00
				14,606.00

Phase: 03 Advertising

Funding Profile	Fed Pro Rata	Jrnl Description		
A00058	81.85			
		Current Budget	Cash Expenditures	Collected
Federal		409.25	62.76	
Local		90.75	13.92	13.92
				0.00

Vendor Code	Vendor Legal Name	Vendor Alias/DBA Name
MDOT00183	CITY OF GROSSE POINTE WOODS	

Instruction: Instruction: Remit this listing of Balance Due by Program with the payment. Payments will be applied to all programs with a balance due, unless otherwise noted.

Statement Date: 05/06/2020

- ☐ Pay in Full (default if neither box is checked)  
☐ Manual allocation specified by Program in Paid Amount below

Remittance Information:

State of Michigan  
Attention: Finance Cashier  
P.O. Box 30648  
Lansing, MI 48909

Program	Balance Due
203498CON -	25,953.04

8B



**ANDERSON, ECKSTEIN & WESTRICK, INC.**  
 CIVIL ENGINEERS SURVEYORS ARCHITECTS  
 51301 Schoenherr Road 586.726.1234  
 Shelby Township, MI 48315 www.aewinc.com

May 14, 2020

Cathy Behrens  
 City of Grosse Pointe Woods  
 20025 Mack Avenue  
 Grosse Pointe Woods, Michigan 48236-2397

**RECEIVED**  
 MAY 20 2020  
 CITY OF GROSSE POINTE WOODS  
 CLERK'S DEPARTMENT

Reference: 2018 Concrete Pavement Repair Program  
 City of Grosse Pointe Woods  
 AEW Project No. 0160-0400

Dear Ms. Behrens:

Enclosed please find the Final Construction Pay Estimate No. 5 for the above referenced project. For work performed through May 6, 2020 we recommend issuing payment for the *Net Earnings this Period (see Page 1)* in the amount of **\$10,936.30** to L. Anthony Construction Inc., 11085 Lisa Ln., Shelby Twp., Mi., 48316

If you have questions or require additional information, please contact our office.

Sincerely,

Frank D. Varicalli  
 Project Manager

PO 18-44616

202-451-974.200	\$	1,968.53
203-451-974.200	\$	4,265.16
592-537-975.400	\$	4,702.61
	\$	10,936.30

cc: Bruce Smith, City Administrator  
 Frank Schulte, Director of Public Services  
 Jeanne Duffy  
 Susan Como  
 L. Anthony Construction Inc.

5/14/2020  
 F.S.  
  
 5/19/2020



## Construction Pay Estimate Report

Anderson, Eckstein and Westrick

5/6/2020 12:49 PM

FieldManager 5.3c

Contract: .0160-0400, 2018 Concrete Pavement Repair Program

<b>Estimate No.</b> 5	<b>Estimate Date</b> 5/6/2020	<b>Entered By</b> Michelle Ankawi	<b>Estimate Type</b> Final	<b>Managing Office</b> Anderson, Eckstein and Westrick
<b>All Contract Work Completed</b> 6/7/2019	<b>Construction Started Date</b> 7/5/2018	<b>Prime Contractor</b> L. Anthony Construction Inc. 11085 Lisa Ln Shelby Township MI 48316-3790		
<b>Comments</b> Current Contract Amount: \$215,202.00 \$ Completed: 100%				

### Time Charges

Site	Site Description	Site Method	Days Charged	Liq. Damages
00	SITE NUMBERS SHOULD BE CODED 00	Completion Date		\$0
Total Liquidated Damages:				\$0

### Pre-Voucher Summary

Project	Voucher No.	Item Payment	Stockpile Adjustment	Dollar Amount
0160-0400, 2018 Concrete Pavement Repair Program	0005	\$0.00	\$0.00	\$0.00
Voucher Total:				\$0.00

### Summary

Current Voucher Total:	\$0.00	Earnings to date:	\$215,202.00
-Current Retainage:	(\$10,936.30)	- Retainage to date:	\$0.00
-Current Liquidated Damages:	\$0.00	- Liquidated Damages to date:	\$0.00
-Current Adjustments:	\$0.00	- Adjustments to date:	\$0.00
<b>Total Estimated Payment:</b>	<b>\$10,936.30</b>	<b>Net Earnings to date:</b>	<b>\$215,202.00</b>
		- Payments to date:	\$204,265.70
		<b>Net Earnings this period:</b>	<b>\$10,936.30</b>





## Construction Pay Estimate Report

Anderson, Eckstein and Westrick

5/6/2020 12:49 PM

FieldManager 5.3c

### Estimate Certification

I certify the items included on this report constitute my estimate of work completed and due the contractor as of the date of this document. I also certify the prime contractor is meeting all requirements for minority percentages and the payrolls are current.

Frank Varicalli

(Date)

J. Anthony Construction Inc.

(Date)



## Construction Pay Estimate Amount Balance Report

Estimate: 5

Anderson, Eckstein and Westrick

5/6/2020 12:49 PM

FieldManager 5.3c

Contract: .0160-0400, 2018 Concrete Pavement Repair Program

Project: 0160-0400, 2018 Concrete Pavement Repair Program

Category: 0000,

Prop. Line	Item Description	Item Code	Authorized Qty.	Unit	Quantity This Estimate	Qty. Paid To Date	Total Qty. Placed	% Cpt	Unit Price	Dollar Amt. Paid To Date
0005	Curb and Gutter, Rem	2040020	691.900	Ft		691.900	691.900	100%	5.00000	\$3,459.50
0010	_ Sidewalk, Rem	2047010	2,931.630	Sft		2,931.630	2,931.630	100%	1.00000	\$2,931.63
0015	_ Driveway, Conc, Rem	2047011	68.780	Syd		68.780	68.780	100%	9.00000	\$619.02
0020	_ Subgrade Undercutting, Type II, Modified	2057021	0.000	Cyd		0.000			20.00000	
0025	_ External Structure Wrap, 12 inch	4027050	9.000	Ea		9.000	9.000	100%	300.00000	\$2,700.00
0030	_ External Structure Wrap, 18 inch	4027050	1.000	Ea		1.000	1.000	100%	350.00000	\$350.00
0035	Dr Structure Cover, Adj, Case 1	4030005	21.000	Ea		21.000	21.000	100%	200.00000	\$4,200.00
0040	Dr Structure Cover, Adj, Case 2	4030005	0.000	Ea		0.000			300.00000	
0045	Dr Structure, 24 inch dia	4030200	0.000	Ea		0.000			1,500.00000	
0050	Dr Structure, Adj, Add Depth	4030280	16.000	Ft		16.000	16.000	100%	200.00000	\$3,200.00
0055	Dr Structure, Tap, 4 inch	4030304	3.000	Ea		3.000	3.000	100%	20.00000	\$60.00
0060	_ Catch Basin Trap	4037050	0.000	Ea		0.000			200.00000	
0065	_ Dr Structure Cover, Catch Basin	4037050	7.000	Ea		7.000	7.000	100%	375.00000	\$2,625.00
0070	_ Dr Structure Cover, Sanitary Manhole	4037050	2.000	Ea		2.000	2.000	100%	375.00000	\$750.00
0075	_ Dr Structure, 36 inch dia	4037050	0.000	Ea		0.000			1,500.00000	
0080	Underdrain, Subgrade, 4 inch	4040071	582.000	Ft		582.000	582.000	100%	10.00000	\$5,820.00
0085	HMA, 13A	5010033	10.500	Ton		10.500	10.500	100%	200.00000	\$2,100.00
0090	Joint, Expansion, E2	6020207	0.000	Ft		0.000			12.00000	
0095	_ Joint, Expansion, Erg, Modified	6027001	112.600	Ft		112.600	112.600	100%	12.00000	\$1,351.20
0100	Cement	6030005	0.000	Ton		0.000			50.00000	
0105	Lane Tie, Epoxy Anchored	6030030	727.000	Ea		727.000	727.000	100%	5.00000	\$3,635.00
0110	Pavt Repr, Nonreinf Conc, 8 inch	6030044	2,183.490	Syd		2,183.490	2,183.490	100%	51.00000	\$111,357.99
0115	Pavt Repr, Nonreinf Conc, 9 inch	6030045	69.200	Syd		69.200	69.200	100%	54.00000	\$3,736.80
0120	Pavt Repr, Rem	6030080	2,252.690	Syd		2,252.690	2,252.690	100%	6.00000	\$13,516.14
0125	_ Full Depth Sawcutting through Existing Pavement, Driveway, or Curb	6037001	2,509.100	Ft		2,509.100	2,509.100	100%	1.50000	\$3,763.65
0130	_ Curb Casting	7177050	0.000	Ea		0.000			1.00000	
0135	Driveway, Nonreinf Conc, 6 inch	8010005	75.380	Syd		75.380	75.380	100%	44.00000	\$3,316.72
0140	Curb and Gutter, Conc, Det F4	8020038	691.900	Ft		691.900	691.900	100%	25.00000	\$17,297.50

Contract: .0160-0400

Estimate: 5

Page 1 of 2





## Construction Pay Estimate Amount Balance Report

Estimate: 5

Anderson, Eckstein and Westrick

5/6/2020 12:49 PM

FieldManager 5.3c

Project: 0160-0400, 2018 Concrete Pavement Repair Program

Category: 0000,

Prop. Line	Item Description	Item Code	Authorized Qty.	Unit	Quantity This Estimate	Qty. Paid To Date	Total Qty. Placed	% Cpt	Unit Price	Dollar Amt. Paid To Date
0145	Detectable Warning Surface	8030010	10.000	Ft		10.000	10.000	100%	30.00000	\$300.00
0150	Sidewalk, Conc, 4 inch	8030044	4,938.339	Sft		4,938.330	4,938.330	100%	5.00000	\$24,691.65
0155	Sidewalk, Conc, 6 inch	8030046	20.000	SR		20.000	20.000	100%	5.50000	\$110.00
0160	_ Sidewalk Ramp, Conc, 8 inch	8037010	51.700	Sft		51.700	51.700	100%	6.00000	\$310.20
0165	_ Traffic Maintenance and Control	8127051	1.000	LS		1.000	1.000	100%	3,000.00000	\$3,000.00
0170	_ Surface Restoration, Seeding	8167011	0.000	Syd		0.000			6.00000	

Subtotal for Category 0000: 215202.00

Subtotal for Project 0160-0400: 215202.00

Percentage of Contract Completed(curr): 100%  
(total earned to date / total of all authorized work)

Total Amount Earned This Estimate: \$0.00

Total Amount Earned To Date: \$215,202.00



# AIA Document G707™ – 1994

## Consent Of Surety to Final Payment

Bond No.: 3430978

PROJECT: (Name and address)  
2018 Concrete Pavement Repair  
Program

ARCHITECT'S PROJECT NUMBER:  
CONTRACT FOR: Construction

OWNER: ☒  
ARCHITECT: ☒  
CONTRACTOR: ☒  
SURETY: ☒  
OTHER: ☒

TO OWNER: (Name and address)  
City of Grosse Pointe Woods  
20025 Mack Plaza  
Grosse Pointe Woods, MI 48236-2397

CONTRACT DATED:

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the  
(Insert name and address of Surety)

Old Republic Insurance Company  
P.O. Box 789  
Greensburg, PA 15601-0789

, SURETY.

on bond of  
(Insert name and address of Contractor)

L. Anthony Construction, Inc.  
11085 Lisa Lane  
Shelby Township, MI 48316

, CONTRACTOR.

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the  
Surety of any of its obligations to  
(Insert name and address of Owner)

City of Grosse Pointe Woods  
20025 Mack Plaza  
Grosse Pointe Woods, MI 48236-2397

, OWNER.

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: May 7, 2020  
(Insert in writing the month followed by the numeric date and year.)

Old Republic Insurance Company  
(Surety)

(Signature of authorized representative)

Nicholas Ashburn, Attorney-in-Fact  
(Printed name and title)

Attest:  
(Seal):

*Brandon Ashburn*



# OLD REPUBLIC INSURANCE COMPANY

## POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC INSURANCE COMPANY, a Pennsylvania stock insurance corporation, does make, constitute and appoint

MICHAEL D LECHNER, ROBERT D HEUER, MARK Y MADDEN, HOLLY A NICHOLS, NICHOLAS ASHBURN, JASON ROGERS

of ROCHESTER, MI

its true and lawful Attorney-in-Fact, with full power and authority for and on behalf of the Company as surety, to execute and deliver and affix the seal of the Company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds), as follows:

### ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC INSURANCE COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a meeting held on December 10, 2019. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC INSURANCE COMPANY on December 10, 2019.

RESOLVED FURTHER, that the chairman, president or any vice president of the Company's surety division, in conjunction with the secretary or any assistant secretary of the Company, be and hereby are authorized and directed to execute and deliver, to such persons as such officers of the Company may deem appropriate, Powers of Attorney in the form presented to and attached to the minutes of this meeting, authorizing such persons to execute and deliver and affix the seal of the Company to bonds, undertakings, recognizances, and suretyship obligations of all kinds, other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and not guaranty bonds. The said officers may revoke any Power of Attorney previously granted to any such person.

RESOLVED FURTHER that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

(i) when signed by chairman, president or any vice president of the Company's surety division and attested and sealed (if a seal be required) by any secretary or assistant secretary; or

(ii) when signed by a duly authorized Attorney-in-Fact and sealed with the seal of the Company (if a seal be required).

RESOLVED FURTHER, that the signature of any officer designated above, and the seal of the Company, may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC INSURANCE COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 16th day of March, 2020

*Sheila M. Applegate*  
Assistant Secretary



OLD REPUBLIC INSURANCE COMPANY

*Alan Pavic*  
Vice President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 16th day of March, 2020, personally came before me, Alan Pavic and Sheila M. Applegate, to me known to be the individuals and officers of the OLD REPUBLIC INSURANCE COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said organization.



*Kathleen R. Pearson*  
Notary Public

My Commission Expires: September 28, 2022

### CERTIFICATE

(Expiration of notary's commission does not invalidate this instrument)

I, the undersigned, assistant secretary of the OLD REPUBLIC INSURANCE COMPANY, a Pennsylvania corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

46-5332



Signed and sealed at the City of Brookfield, WI this 7th day of May, 2020

*Sheila M. Applegate*  
Assistant Secretary

JAMES A THOMAS  
Notary Public - State of Michigan  
County of Macomb  
My Commission Expires Sep 6, 2025  
Acting in the County of Macomb

RECEIVED

8C

MAY 20 2020

CITY OF GROSSE POINTE WOODS  
CLERK'S DEPARTMENT

**ANDERSON, ECKSTEIN & WESTRICK, INC.**  
**CIVIL ENGINEERS SURVEYORS ARCHITECTS**  
 51301 SCHOENHERR RD. SHELBY TOWNSHIP, MI 48315  
 www.aewinc.com p(586)726-1234

INVOICE

CITY OF GROSSE POINTE WOODS  
 ACCOUNTS PAYABLE  
 20025 MACK AVENUE  
 GROSSE POINTE WOODS, MI 48236-2397

April 7, 2020

Project No: 0160-0420-0

Invoice No: 0125833

Project 0160-0420-0 DPW WATER & SEWER BARN

Professional Services from March 2, 2020 to March 29, 2020

Phase	01	CIVIL / SURVEY		
Fee				
Total Fee		5,000.00		
Percent Complete		75.00	Total Earned	3,750.00
			Previous Fee Billing	2,500.00
			Current Fee Billing	1,250.00
			Total Fee	1,250.00
			Total this Phase	\$1,250.00

Phase	02	ARCHITECTURAL DESIGN		
Fee				
Total Fee		13,000.00		
Percent Complete		70.00	Total Earned	9,100.00
			Previous Fee Billing	5,850.00
			Current Fee Billing	3,250.00
			Total Fee	3,250.00
			Total this Phase	\$3,250.00
			Total this Invoice	\$4,500.00

**Outstanding Invoices**

Number	Date	Balance
0125415	3/9/2020	5,050.00
Total		5,050.00

PO# 19-45539

592-537-978.300

\$ 4,500.00

\$ 4,500.00

5/19/2020

*[Signature]*  
 F.S.

*[Signature]* 5/19/2020

Please include the project number and invoice number on your check.



RECEIVED

MAY 20 2020

CITY OF GROSSE POINTE WOODS  
CLERK'S DEPARTMENT



**ANDERSON, ECKSTEIN & WESTRICK, INC.**  
CIVIL ENGINEERS SURVEYORS ARCHITECTS  
51301 SCHOENHERR RD. SHELBY TOWNSHIP, MI 48315  
www.aewinc.com p(586)726-1234

**INVOICE**

CITY OF GROSSE POINTE WOODS  
ACCOUNTS PAYABLE  
20025 MACK AVENUE  
GROSSE POINTE WOODS, MI 48236-2397

PO 19-45443  
202-451-974-803  
5/19/20  
E. S.

April 8, 2020  
Project No: 0160-0408-0  
Invoice No: 0125945

Project 0160-0408-0 VERNIER RD RESURFACING - FAIRWAY TO ECL  
P.O. 18-45021 (78,000.00)  
P.O. 19-45443 (179,903.66)

Professional Services from March 2, 2020 to March 29, 2020

**Professional Personnel**

	Hours	Rate	Amount
<b>RECORD PLANS</b>			
TEAM LEADER			
CAMPBELL, RANDY	4.50	83.50	375.75
Field crew time for one man survey crew. data collected sidewalk and driveways.			
GAYESKI JR., JOSEPH	2.00	83.50	167.00
control, bm, processs data collection and create cad file			
SENIOR PROJECT SURVEYOR			
TRUAX, MICHAEL	1.00	103.00	103.00
Talked with RWC about project, phone calls about concerns.			
<b>CONTRACT ADMINISTRATION</b>			
PRINCIPAL ENGINEER			
LOCKWOOD, SCOTT	1.50	103.00	154.50
TEAM LEADER			
MYSLINSKI, CHARLES	1.00	83.50	83.50
Time, Mileage, Data Transfers, Staffing ...			
MYSLINSKI, CHARLES	.50	83.50	41.75
Staffing			
SMITH, BRADLEY	2.00	83.50	167.00
draft estimate review, questions and concerns, idr review and signatures			
SMITH, BRADLEY	.20	83.50	16.70
meeting about schedule, msis, idrs, issues			
SMITH, BRADLEY	2.00	83.50	167.00
Site Visit, review with inspector, plans			
<b>ENGINEERING AIDE III</b>			
SWITZER, BRIDGET	.50	70.00	35.00
Balancing Discussion and Planning			
SWITZER, BRIDGET	.10	70.00	7.00
CM 005 draft / CPE Processing			
SWITZER, BRIDGET	1.10	70.00	77.00
CM 005 Generate & Distribute / Project Status Update Meeting with MAV			
SWITZER, BRIDGET	7.90	70.00	553.00
CM 005 wi/Balancing and IDR Revisions / CPE approvals / HMA 5E3 discussion			
SWITZER, BRIDGET	4.00	70.00	280.00
CPE Approval Processing / HMA 5E3 Density Testing / Draft changes to CM 005			
SWITZER, BRIDGET	1.00	70.00	70.00
Draft of Pay Estimate 11 (with Office IDR)			

Please include the project number and invoice number on your check.



Project	0160-0408-0	VERNIER RD RESURFACING - FAIRWAY TO ECL	Invoice	0125945
SWITZER, BRIDGET	1.70	70.00	119.00	
Draft Pay Estimate 011 / IDR review and revisions / planning for next estimate run date / LCP Tracker review				
SWITZER, BRIDGET	1.40	70.00	98.00	
Final CPE Review (MDOT read email, but has not signed CPEs) / Discussion with B. Weeks re inspection of TS install on 3/13/20, IDR requirements & assistance, Required MDOT forms				
SWITZER, BRIDGET	2.80	70.00	196.00	
Follow-up on 3-18 site work & IDR Assistance / CPE Processing / Scheduling CPE Approvals / IDR Processing / Form Filing / Incomplete Work List				
SWITZER, BRIDGET	.20	70.00	14.00	
Follow-up on signature for IDRs				
SWITZER, BRIDGET	2.80	70.00	196.00	
IDR Processing / Form Filing / Incomplete Work List Creation and Distribution / Review of Pay Estimates (Insuf Mat- Cert Requested)				
SWITZER, BRIDGET	2.00	70.00	140.00	
MSL for Pole Coating and Paint System / IDR correction / Job Site Poster resolution for Bobby Weeks / Project status information from Brad's site visit / Follow-up on TSC CPE Signatures (Orig Req 3/9/20) / Project Progress Meeting				
SWITZER, BRIDGET	.20	70.00	14.00	
Pay Estimate 011 Draft Review				
SWITZER, BRIDGET	2.50	70.00	175.00	
Prep for 3/18 inspection - Forms, Punchlist, State Barricades Qty's / Overview of project status / Request & clarification for Pole Coating MSL				
SWITZER, BRIDGET	.70	70.00	49.00	
Processing Final CPEs for MDOT review				
SWITZER, BRIDGET	.80	70.00	56.00	
Project Status Meeting / CM 005 w/Balancing / CPE approvals				
SWITZER, BRIDGET	1.00	70.00	70.00	
Project Status Update / Inspection Coverage discussion for 3/10/20 and 3/11/20 / Follow-up on CPEs for signature / CM 005 draft update and review request from Andrea Wilcox (MDOT TSC) / Mast Arm Cert Processing / Anchor Bolt Note added to FM				
SWITZER, BRIDGET	1.50	70.00	105.00	
Review & correction of 3/12/2020 IDR / Prep for 3/18/2020 Install / Follow-up on CM 005 sent to TSC for signature				
SWITZER, BRIDGET	1.00	70.00	70.00	
Workload Planning List and Review Meeting with Brad / IDR Corrections / Pay Estimate 011 Draft Prep and to MAV				
SENIOR PROJECT ENGINEER				
VIGNERON, MICHAEL	.50	103.00	51.50	
Contract Administration / Contract Mod				
VIGNERON, MICHAEL	6.00	103.00	618.00	
Contract Administration				
VIGNERON, MICHAEL	1.00	103.00	103.00	
Contract Administration - Closeout Documentation				
VIGNERON, MICHAEL	5.00	103.00	515.00	
Contract Administration - Final Quantities / Traffic Signal				
VIGNERON, MICHAEL	.50	103.00	51.50	
Contract Administration / Coordination				
VIGNERON, MICHAEL	1.50	103.00	154.50	
Contract Administration / Pay Estimate				
CONSTRUCTION OBSERVATION				
ENGINEERING AIDE III				
OLLINGER, PATRICK	4.00	70.00	280.00	
Placing decorative objects				
ENGINEERING AIDE II				
WEEKS, ROBERT	8.00	62.00	496.00	

Project	0160-0408-0	VERNIER RD RESURFACING - FAIRWAY TO ECL	Invoice	0125945
---------	-------------	---	---------	---------

construction inspection				
WEEKS, ROBERT	7.00	62.00	434.00	
Inspection				
WEEKS, ROBERT	2.00	62.00	124.00	
mdot paperwork				
Totals	83.40		6,427.70	
Total Labor				6,427.70

Billing Limits	Current	Prior	To-Date	
Total Billings	6,427.70	212,087.55	218,515.25	
Limit			257,903.00	
Remaining			39,387.75	
		Total this Invoice		\$6,427.70

Outstanding Invoices

Number	Date	Balance
0125680	3/18/2020	718.15
Total		718.15

RECEIVED

MAY 20 2020

CITY OF GROSSE POINTE WOODS  
CLERK'S DEPARTMENT



ANDERSON, ECKSTEIN & WESTRICK, INC.  
CIVIL ENGINEERS SURVEYORS ARCHITECTS  
51301 SCHOENHERR RD. SHELBY TOWNSHIP, MI 48315  
www.aewinc.com p(586)726-1234

INVOICE

CITY OF GROSSE POINTE WOODS  
ACCOUNTS PAYABLE  
20025 MACK AVENUE  
GROSSE POINTE WOODS, MI 48236-2397

April 8, 2020  
Project No: 0160-0411-0  
Invoice No: 0125946

Project 0160-0411-0 2019 SEWER STRUCTURE REHABILITATION

P.O. 19-45216 - (43,000)

P.O. 19-45445 - (111,000)

Professional Services from March 2, 2020 to March 29, 2020

Professional Personnel

	Hours	Rate	Amount
CONTRACT ADMINISTRATION			
PRINCIPAL ENGINEER	1.50	103.00	154.50
TEAM LEADER	6.00	83.50	501.00
ENGINEERING AIDE III	8.70	70.00	609.00
ENGINEERING AIDE II	2.00	62.00	124.00
MEETINGS			
TEAM LEADER	1.50	83.50	125.25
CONSTRUCTION OBSERVATION			
ENGINEERING AIDE II	49.50	62.00	3,069.00
Totals	69.20		4,582.75
Total Labor			4,582.75

Billing Limits	Current	Prior	To-Date
Total Billings	4,582.75	114,052.58	118,635.33
Limit			154,000.00
Remaining			35,364.67

Total this Invoice \$4,582.75

Outstanding Invoices

Number	Date	Balance
0125681	3/18/2020	8,849.00
Total		8,849.00

PO# 19-45445

202-451-974.201	\$ 41.29
203-451-974.201	\$ 867.01
592-537-975.401	\$ 587.91
592-537-976.001	\$ 3,086.54
203-451-977.803	\$ -
	<u>\$ 4,582.75</u>

5/19/2020

Please include the project number and invoice number on your check.

*Anderson* *5/19/2020*



**ANDERSON, ECKSTEIN & WESTRICK, INC.**  
 CIVIL ENGINEERS SURVEYORS ARCHITECTS  
 51301 SCHOENHERR RD. SHELBY TOWNSHIP, MI 48315  
 www.aewinc.com p(586)726-1234

**RECEIVED**

MAY 20 2020

CITY OF GROSSE POINTE WOODS  
 CLERK'S DEPARTMENT  
**INVOICE**

CITY OF GROSSE POINTE WOODS  
 ACCOUNTS PAYABLE  
 20025 MACK AVENUE  
 GROSSE POINTE WOODS, MI 48236-2397

April 8, 2020  
 Project No: 0160-0414-0  
 Invoice No: 0125948

Project 0160-0414-0 BEAUFIT ROAD RECONSTRUCTION-MACK TO WCL  
 FOR: INCLUDES OXFORD ROAD JACKSON TO HELEN  
 P.O. 19-45151 \$85,000  
 P.O. 19-45495 - \$180,000

Professional Services from March 2, 2020 to March 29, 2020

**Professional Personnel**

	Hours	Rate	Amount
CONTRACT ADMINISTRATION			
PRINCIPAL ENGINEER	4.50	103.00	463.50
ENGINEERING AIDE II	.50	62.00	31.00
Totals	5.00		494.50
Total Labor			494.50

Billing Limits	Current	Prior	To-Date
Total Billings	494.50	188,014.33	188,508.83
Limit			265,000.00
Remaining			76,491.17

Total this Invoice \$494.50

**Outstanding Invoices**

Number	Date	Balance
0125683	3/18/2020	504.90
Total		504.90

**PO# 19-45495**

202-451-974.201	\$ 40.53
203-451-977.803	\$ 324.26
203-451-974.201	\$ 35.13
592-537-975.401	\$ 86.47
203-451-977.803	\$ 8.11
	<u>\$ 494.50</u>

*C. Behrens*  
*F.S.*  
*Paul Spaf*  
 5/19/2020

5/19/2020

RECEIVED

MAY 20 2020

CITY OF GROSSE POINTE WOODS  
CLERK'S DEPARTMENT



**ANDERSON, ECKSTEIN & WESTRICK, INC.**  
CIVIL ENGINEERS SURVEYORS ARCHITECTS  
51301 SCHOENHERR RD. SHELBY TOWNSHIP, MI 48315  
www.aewinc.com p(586)726-1234

**INVOICE**

CITY OF GROSSE POINTE WOODS  
ACCOUNTS PAYABLE  
20025 MACK AVENUE  
GROSSE POINTE WOODS, MI 48236-2397

April 8, 2020

Project No: 0160-0417-0

Invoice No: 0125949

Project 0160-0417-0 BOURNEMOUTH WM REPLACEMENT  
P.O. 19-45552 - (\$197,500.00)

**Professional Services from March 2, 2020 to March 29, 2020**

**Professional Personnel**

	Hours	Rate	Amount
SECRETARIAL			
SECRETARIAL	.50	33.00	16.50
PRINTS			
ENGINEERING AIDE TRAINEE	.80	40.50	32.40
CONSTRUCTION PLAN DESIGN			
PRINCIPAL ENGINEER	12.80	103.00	1,318.40
LICENSED ENG/SUR/ARC	4.50	103.00	463.50
CONTRACT ADMINISTRATION			
LICENSED ENG/SUR/ARC	1.50	103.00	154.50
ENGINEERING AIDE III	5.50	70.00	385.00
Totals	25.60		2,370.30
<b>Total Labor</b>			<b>2,370.30</b>

Billing Limits	Current	Prior	To-Date
Total Billings	2,370.30	57,776.37	60,146.67
Limit			197,500.00
Remaining			137,353.33
<b>Total this Invoice</b>			<b>\$2,370.30</b>

**Outstanding Invoices**

Number	Date	Balance
0125746	3/20/2020	3,334.25
<b>Total</b>		<b>3,334.25</b>

**PO# 19-45552**

**592-537-977.310**

\$ 2,370.30

\$ 2,370.30

**5/19/2020**

*Anderson*  
*E.S.* *5/19/2020*

Please include the project number and invoice number on your check.



RECEIVED

MAY 20 2020

CITY OF GROSSE POINTE WOODS  
CLERK'S DEPARTMENT



ANDERSON, ECKSTEIN & WESTRICK, INC.  
CIVIL ENGINEERS SURVEYORS ARCHITECTS  
51301 SCHOENHERR RD. SHELBY TOWNSHIP, MI 48315  
www.aewinc.com p(586)726-1234

INVOICE

CITY OF GROSSE POINTE WOODS  
ACCOUNTS PAYABLE  
20025 MACK AVENUE  
GROSSE POINTE WOODS, MI 48236-2397

April 8, 2020

Project No:

0160-0419-0

Invoice No:

0125950

Project 0160-0419-0 2019-2020 GIS MAINTENANCE  
P.O. 19-45301

Professional Services from March 2, 2020 to March 29, 2020

**Professional Personnel**

	Hours	Rate	Amount
RESEARCH/REVIEW			
PRINCIPAL ENGINEER	.50	103.00	51.50
DATABASE			
GRADUATE ENG/SUR/ARC	16.50	83.50	1,377.75
GIS UPDATES			
ENGINEERING AIDE III	22.10	70.00	1,547.00
Totals	39.10		2,976.25
Total Labor			2,976.25

Billing Limits	Current	Prior	To-Date
Total Billings	2,976.25	16,079.50	19,055.75
Limit			21,000.00
Remaining			1,944.25

Total this Invoice \$2,976.25

**Outstanding Invoices**

Number	Date	Balance
0125685	3/18/2020	3,882.00
Total		3,882.00

PO #19-45301  
592-537.977.000  
5/19/20  
C. B. B. B.  
F.S.  
B. S. S. S. 5/19/2020



RECEIVED

MAY 20 2020

CITY OF GROSSE POINTE WOODS  
CLERK'S DEPARTMENT



**ANDERSON, ECKSTEIN & WESTRICK, INC.**  
CIVIL ENGINEERS SURVEYORS ARCHITECTS  
51301 SCHOENHERR RD. SHELBY TOWNSHIP, MI 48315  
www.aewinc.com p(586)726-1234

INVOICE

CITY OF GROSSE POINTE WOODS  
ACCOUNTS PAYABLE  
20025 MACK AVENUE  
GROSSE POINTE WOODS, MI 48236-2397

April 8, 2020

Project No:

0160-0424-0

Invoice No:

0125951

Project 0160-0424-0 2020-2021 RATE STUDY

Professional Services from March 2, 2020 to March 29, 2020

Professional Personnel

	Hours	Rate	Amount	
RESEARCH/REVIEW				
PRINCIPAL ENGINEER	1.00	103.00	103.00	
STUDIES				
SENIOR PROJECT ENGINEER	1.50	103.00	154.50	
Totals	2.50		257.50	
Total Labor				257.50
Billing Limits	Current	Prior	To-Date	
Total Billings	257.50	0.00	257.50	
Limit			5,000.00	
Remaining			4,742.50	
		Total this Invoice		\$257.50

PO #19-45302

592-537-818.000

3/19/20

CBH

F.S

Paul Smith 5/19/2020

RECEIVED

MAY 20 2020

CITY OF GROSSE POINTE WOODS  
CLERK'S DEPARTMENT



**ANDERSON, ECKSTEIN & WESTRICK, INC.**  
CIVIL ENGINEERS SURVEYORS ARCHITECTS  
51301 SCHOENHERR RD. SHELBY TOWNSHIP, MI 48315  
www.aewinc.com p(586)726-1234

**INVOICE**

CITY OF GROSSE POINTE WOODS  
ACCOUNTS PAYABLE  
20025 MACK AVENUE  
GROSSE POINTE WOODS, MI 48236-2397

May 5, 2020  
Project No: 0160-0420-0  
Invoice No: 0126181

Project 0160-0420-0 DPW WATER & SEWER BARN

Professional Services from March 30, 2020 to April 26, 2020

Phase	01	CIVIL / SURVEY		
Fee				
Total Fee		5,000.00		
Percent Complete	90.00	Total Earned	4,500.00	
		Previous Fee Billing	3,750.00	
		Current Fee Billing	750.00	
		<b>Total Fee</b>		<b>750.00</b>
			<b>Total this Phase</b>	<b>\$750.00</b>

Phase	02	ARCHITECTURAL DESIGN		
Fee				
Total Fee		13,000.00		
Percent Complete	90.00	Total Earned	11,700.00	
		Previous Fee Billing	9,100.00	
		Current Fee Billing	2,600.00	
		<b>Total Fee</b>		<b>2,600.00</b>
			<b>Total this Phase</b>	<b>\$2,600.00</b>
			<b>Total this Invoice</b>	<b>\$3,350.00</b>

**Outstanding Invoices**

Number	Date	Balance
0125415	3/9/2020	5,050.00
0125833	4/7/2020	4,500.00
<b>Total</b>		<b>9,550.00</b>

PO# 19-45539

592-537-978.300

\$ 3,350.00

\$ 3,350.00

5/19/2020

*Behrens*  
F.S.

*Paula [Signature]* 5/19/2020

Please include the project number and invoice number on your check.

RECEIVED

MAY 20 2020

CITY OF GROSSE POINTE WOODS  
CLERK'S DEPARTMENT

**ANDERSON, ECKSTEIN & WESTRICK, INC.**  
 CIVIL ENGINEERS SURVEYORS ARCHITECTS  
 51301 SCHOENHERR RD. SHELBY TOWNSHIP, MI 48315  
 www.aewinc.com p(586)726-1234

INVOICE

May 13, 2020

Project No:

0160-0408-0

Invoice No:

0126329

CITY OF GROSSE POINTE WOODS  
 ACCOUNTS PAYABLE  
 20025 MACK AVENUE  
 GROSSE POINTE WOODS, MI 48236-2397

PO# 19-45443

202-451-974.803  
5/11/20

C. Behrens

Project 0160-0408-0  
 P.O. 18-45021 (78,000.00)  
 P.O. 19-45443 (179,903.66)

VERNIER RD RESURFACING - FAIRWAY TO ECL

F.S.  
Z. Smith 5/19/2020Professional Services from March 30, 2020 to April 26, 2020

Professional Personnel

	Hours	Rate	Amount
CONSTRUCTION PLAN DRAFT			
ENGINEERING AIDE III			
PIOTROWSKI, KEVIN	.80	70.00	56.00
Engineering Plans			
CONTRACT ADMINISTRATION			
PRINCIPAL ENGINEER			
LOCKWOOD, SCOTT	.50	103.00	51.50
LICENSED ENG/SUR/ARC			
KEKHWA, DANNY	1.50	103.00	154.50
updating driveway grades			
TEAM LEADER			
MYSLINSKI, CHARLES	.50	83.50	41.75
Time, Mileage, Data Transfers, Staffing ...			
MYSLINSKI, CHARLES	.50	83.50	41.75
Staffing			
SMITH, BRADLEY	2.50	83.50	208.75
download, refresh, schedule, digital filing, idr creation and filing, correspondence			
SMITH, BRADLEY	.50	83.50	41.75
download, refresh, schedule, mileage, timesheets			
SMITH, BRADLEY	1.00	83.50	83.50
Schedule, projectwise questions, msl questions, material association, meeting with project manager on schedule of issues.			
SMITH, BRADLEY	.50	83.50	41.75
Update meeting			
ENGINEERING AIDE III			
SWITZER, BRIDGET	.80	70.00	56.00
CM 005 Approval in FM / Project Overview meeting with MAV & BMS / File Prime Contractor's COVID-19 Policies and other emails			
SWITZER, BRIDGET	1.50	70.00	105.00
CPE Approvals / Payroll Review / Pay Estimate 012			
SWITZER, BRIDGET	.30	70.00	21.00
DBE form follow-up			
SWITZER, BRIDGET	1.60	70.00	112.00
Draft Pay Estimate 012			
SWITZER, BRIDGET	.10	70.00	7.00
Follow-up on Pay Estimate 012 City Signature			

Please include the project number and invoice number on your check.

Project	0160-0408-0	VERNIER RD RESURFACING - FAIRWAY TO ECL	Invoice	0126329
---------	-------------	---	---------	---------

SWITZER, BRIDGET	.90	70.00	63.00	
IDR review & process / Draft Pay Estimate 12				
SWITZER, BRIDGET	.10	70.00	7.00	
IDR Signature Check				
SWITZER, BRIDGET	1.00	70.00	70.00	
LCP Tracker (Payroll Review) / Pay Estimate 011 Processing / Email review and processing				
SWITZER, BRIDGET	1.00	70.00	70.00	
Pay Estimate 011 draft revisions, Raulhorn LCP Tracker review and reminder				
SWITZER, BRIDGET	.60	70.00	42.00	
Pay Estimate 012 Processing / Workload List Update / Project Status Meeting				
SWITZER, BRIDGET	.50	70.00	35.00	
Processing PE 011				
SWITZER, BRIDGET	1.80	70.00	126.00	
Project Review Meeting with MAV & BSmith / WRI Filing & 1954s creation & Filing				
SWITZER, BRIDGET	.20	70.00	14.00	
Ticket notice to Project Teams for MDOT projects				
SWITZER, BRIDGET	.40	70.00	28.00	
Workload Review and Planning				
SWITZER, BRIDGET	6.40	70.00	448.00	
WRI and Payroll Review / Pay Estimate (012) Draft Review - Next Run 4/5/2020				
SENIOR PROJECT ENGINEER				
VIGNERON, MICHAEL	1.50	103.00	154.50	
Contract Administration / Certified Payrolls				
VIGNERON, MICHAEL	3.00	103.00	309.00	
Contract Administration				
VIGNERON, MICHAEL	1.00	103.00	103.00	
Contract Administration / Pay Estimate				
VIGNERON, MICHAEL	.50	103.00	51.50	
Contract Administration / Pay Estimate / Sidewalk at Condo				
VIGNERON, MICHAEL	1.00	103.00	103.00	
Contract Administration / Submittals				
VIGNERON, MICHAEL	.50	103.00	51.50	
Review Sidewalk/Driveway Grades for Condo				
CONSTRUCTION OBSERVATION				
ENGINEERING AIDE III				
OLLINGER, PATRICK	8.00	70.00	560.00	
Totals	41.00		3,257.75	
Total Labor				3,257.75
Billing Limits				
	Current	Prior	To-Date	
Total Billings	3,257.75	218,515.25	221,773.00	
Limit			257,903.00	
Remaining			36,130.00	
Total this Invoice				\$3,257.75
Outstanding Invoices				
Number	Date	Balance		
0125945	4/8/2020	6,427.70		
Total		6,427.70		



RECEIVED

MAY 20 2020



**ANDERSON, ECKSTEIN & WESTRICK, INC.**  
 CIVIL ENGINEERS SURVEYORS ARCHITECTS  
 51301 SCHOENHERR RD. SHELBY TOWNSHIP, MI 48315  
 www.aewinc.com p(586)726-1234

CITY OF GROSSE POINTE WOODS  
 CLERK'S DEPARTMENT

INVOICE

CITY OF GROSSE POINTE WOODS  
 ACCOUNTS PAYABLE  
 20025 MACK AVENUE  
 GROSSE POINTE WOODS, MI 48236-2397

May 13, 2020  
 Project No: 0160-0411-0  
 Invoice No: 0126330

Project 0160-0411-0 2019 SEWER STRUCTURE REHABILITATION

P.O. 19-45216 - (43,000)

P.O. 19-45445 - (111,000)

Professional Services from March 30, 2020 to April 26, 2020

Professional Personnel

	Hours	Rate	Amount
PRINTS			
ENGINEERING AIDE II	.20	62.00	12.40
CONTRACT ADMINISTRATION			
PRINCIPAL ENGINEER	2.00	103.00	206.00
TEAM LEADER	16.00	83.50	1,336.00
ENGINEERING AIDE III	2.80	70.00	196.00
ENGINEERING AIDE II	3.00	62.00	186.00
MEETINGS			
TEAM LEADER	.50	83.50	41.75
CONSTRUCTION OBSERVATION			
ENGINEERING AIDE II	31.00	62.00	1,922.00
BASE MAPS			
GRADUATE ENG/SUR/ARC	3.00	83.50	250.50
Totals	58.50		4,150.65
<b>Total Labor</b>			<b>4,150.65</b>

Billing Limits	Current	Prior	To-Date
Total Billings	4,150.65	118,635.33	122,785.98
Limit			154,000.00
Remaining			31,214.02

**Total this Invoice \$4,150.65**

**Outstanding Invoices**

Number	Date	Balance
0125946	4/8/2020	4,582.75
<b>Total</b>		<b>4,582.75</b>

**PO# 19-45445**

202-451-974.201	\$ 37.39
203-451-974.201	\$ 785.26
592-537-975.401	\$ 532.48
592-537-976.001	\$ 2,795.52
203-451-977.803	\$ -
<b>Total</b>	<b>\$ 4,150.65</b>

*MB*  
*FS* *5/19/2020*

on your check.

5/19/2020

RECEIVED

MAY 20 2020

CITY OF GROSSE POINTE WOODS  
CLERK'S DEPARTMENT

**ANDERSON, ECKSTEIN & WESTRICK, INC.**  
**CIVIL ENGINEERS SURVEYORS ARCHITECTS**  
 51301 SCHOENHERR RD. SHELBY TOWNSHIP, MI 48315  
 www.aewinc.com p(586)726-1234

INVOICE

CITY OF GROSSE POINTE WOODS  
 ACCOUNTS PAYABLE  
 20025 MACK AVENUE  
 GROSSE POINTE WOODS, MI 48236-2397

May 13, 2020

Project No: 0160-0413-0

Invoice No: 0126331

Project 0160-0413-0 2019 SEWER OPEN CUT REPAIR PROGRAM

P.O. 19-45637 - (106,000)

Professional Services from March 30, 2020 to April 26, 2020**Professional Personnel**

	Hours	Rate	Amount
RESEARCH/REVIEW			
PRINCIPAL ENGINEER	1.50	103.00	154.50
PRELIMINARY ENGINEERING			
GRADUATE ENG/SUR/ARC	3.00	83.50	250.50
CONTRACT ADMINISTRATION			
GRADUATE ENG/SUR/ARC	5.00	83.50	417.50
TEAM LEADER	24.50	83.50	2,045.75
ENGINEERING AIDE III	10.30	70.00	721.00
ENGINEERING AIDE II	2.00	62.00	124.00
CONSTRUCTION OBSERVATION			
ENGINEERING AIDE II	86.50	62.00	5,363.00
BASE MAPS			
GRADUATE ENG/SUR/ARC	3.00	83.50	250.50
<b>Totals</b>	<b>135.80</b>		<b>9,326.75</b>
<b>Total Labor</b>			<b>9,326.75</b>

Billing Limits	Current	Prior	To-Date
Total Billings	9,326.75	54,354.95	63,681.70
Limit			106,000.00
Remaining			42,318.30

**Total this Invoice \$9,326.75****Outstanding Invoices**

Number	Date	Balance
0125947	4/8/2020	11,886.75
<b>Total</b>		<b>11,886.75</b>

**PO# 19-45637****592-537-976.001****\$ 9,326.75****\$ 9,326.75****5/19/2020**

*AB* *5/19/2020*

Please include the project number and invoice number on your check.



RECEIVED

MAY 20 2020

CITY OF GROSSE POINTE WOODS  
CLERK'S DEPARTMENT

**ANDERSON, ECKSTEIN & WESTRICK, INC.**  
 CIVIL ENGINEERS SURVEYORS ARCHITECTS  
 51301 SCHOENHERR RD. SHELBY TOWNSHIP, MI 48315  
 www.aewinc.com p(586)726-1234

INVOICE

CITY OF GROSSE POINTE WOODS  
 ACCOUNTS PAYABLE  
 20025 MACK AVENUE  
 GROSSE POINTE WOODS, MI 48236-2397

May 13, 2020  
 Project No: 0160-0414-0  
 Invoice No: 0126332

Project 0160-0414-0 BEAUFAIT ROAD RECONSTRUCTION-MACK TO WCL  
 FOR: INCLUDES OXFORD ROAD JACKSON TO HELEN  
 P.O. 19-45151 \$85,000  
 P.O. 19-45495 - \$180,000

Professional Services from March 30, 2020 to April 26, 2020  
 Professional Personnel

	Hours	Rate	Amount
CONTRACT ADMINISTRATION			
PRINCIPAL ENGINEER	2.00	103.00	206.00
LICENSED ENG/SUR/ARC	.50	103.00	51.50
Totals	2.50		257.50
Total Labor			257.50

Billing Limits	Current	Prior	To-Date
Total Billings	257.50	188,508.83	188,766.33
Limit			265,000.00
Remaining			76,233.67

Total this Invoice	\$257.50
--------------------	----------

## Outstanding Invoices

Number	Date	Balance
0125948	4/8/2020	494.50
Total		494.50

## PO# 19-45495

202-451-974.201	\$	21.11
203-451-977.803	\$	168.85
203-451-974.201	\$	18.29
592-537-975.401	\$	45.03
203-451-977.803	\$	4.22
	\$	<u>257.50</u>

*Anderson*  
*F.S.*  
*5/19/2020*

5/19/2020

# RECEIVED

MAY 20 2020

CITY OF GROSSE POINTE WOODS  
CLERK'S DEPARTMENT



**ANDERSON, ECKSTEIN & WESTRICK, INC.**  
CIVIL ENGINEERS SURVEYORS ARCHITECTS  
51301 SCHOENHERR RD. SHELBY TOWNSHIP, MI 48315  
www.aewinc.com p(586)726-1234

**INVOICE**

May 13, 2020

Project No:

0160-0417-0

Invoice No:

0126333

CITY OF GROSSE POINTE WOODS  
ACCOUNTS PAYABLE  
20025 MACK AVENUE  
GROSSE POINTE WOODS, MI 48236-2397

Project 0160-0417-0 BOURNEMOUTH WM REPLACEMENT  
P.O. 19-45552 - (\$197,500.00)

*Brian Smith 5/19/2020*  
**PO# 19-45552**

**592-537-977.310**

**5/19/2020**

Professional Services from March 30, 2020 to April 26, 2020

Professional Personnel

	Hours	Rate	Amount	
RESEARCH/REVIEW				
TEAM LEADER	3.00	83.50	250.50	
CONSTRUCTION PLAN DESIGN				
PRINCIPAL ENGINEER	2.00	103.00	206.00	
CONTRACT ADMINISTRATION				
LICENSED ENG/SUR/ARC	1.50	103.00	154.50	
ENGINEERING AIDE III	6.50	70.00	455.00	
ENGINEERING AIDE II	1.00	62.00	62.00	
Totals	14.00		1,128.00	
<b>Total Labor</b>				<b>1,128.00</b>

Reimbursable Expenses

REIMB. MISC. EXPENSE

4/21/2020	ATA NATIONAL TITLE GROUP LLC	275.00	
4/21/2020	ATA NATIONAL TITLE GROUP LLC	275.00	
4/21/2020	ATA NATIONAL TITLE GROUP LLC	275.00	
4/21/2020	ATA NATIONAL TITLE GROUP LLC	275.00	
4/21/2020	ATA NATIONAL TITLE GROUP LLC	275.00	
4/21/2020	ATA NATIONAL TITLE GROUP LLC	275.00	
4/21/2020	ATA NATIONAL TITLE GROUP LLC	275.00	
4/21/2020	ATA NATIONAL TITLE GROUP LLC	275.00	
4/21/2020	ATA NATIONAL TITLE GROUP LLC	275.00	
<b>Total Reimbursables</b>		<b>2,200.00</b>	<b>2,200.00</b>

Billing Limits

Total Billings

Current

3,328.00

Prior

60,146.67

To-Date

63,474.67

Limit

197,500.00

Remaining

134,025.33

**Total this Invoice**

**\$3,328.00**

Please include the project number and invoice number on your check.

Project	0160-0417-0	BOURNEMOUTH WM REPLACEMENT	Invoice	0126333
---------	-------------	----------------------------	---------	---------

**Outstanding Invoices**

Number	Date	Balance
0125949	4/8/2020	2,370.30
Total		2,370.30

RECEIVED

MAY 20 2020



ANDERSON, ECKSTEIN & WESTRICK, P.C.  
CIVIL ENGINEERS SURVEYORS ARCHITECTS  
51301 SCHOENHERR RD. SHELBY TOWNSHIP, MI 48315  
www.aewinc.com p(586)726-1234

CITY OF GROSSE POINTE WOODS  
CLERK'S DEPARTMENT

CITY OF GROSSE POINTE WOODS  
ACCOUNTS PAYABLE  
20025 MACK AVENUE  
GROSSE POINTE WOODS, MI 48236-2397

May 13, 2020  
Project No: 0160-0424-0  
Invoice No: 0126334

Project 0160-0424-0 2020-2021 RATE STUDY

Professional Services from March 30, 2020 to April 26, 2020

Professional Personnel

	Hours	Rate	Amount
STUDIES			
SENIOR PROJECT ENGINEER	7.90	103.00	813.70
Totals	7.90		813.70
Total Labor			813.70
Billing Limits	Current	Prior	To-Date
Total Billings	813.70	257.50	1,071.20
Limit			5,000.00
Remaining			3,928.80
		Total this Invoice	\$813.70

Outstanding Invoices

Number	Date	Balance
0125951	4/8/2020	257.50
Total		257.50

PO # 19-45302  
592-537-818.000  
5/19/20

*CSK*

E.S.

*Ben Smith* 5/19/2020



8D

RECEIVED

MAY 20 2020

CITY OF GROSSE POINTE WOODS  
CLERK'S DEPARTMENT



101-224-818.000

05-19-2020

*CD Schreder*  
*Barbara Schreder* 5/19/2020

May 19, 2020

Invoice 05192020

City of Grosse Pointe Woods  
Accounts Payable  
20025 Mack  
Grosse Pointe Woods, MI 48236

RE: June 2020 Services

For contract assessing services rendered:

Contract Fee (\$72,211 +12)..... \$ 6,017.58

**TOTAL AMOUNT DUE ..... \$ 6,017.58**

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Lynette Hobyak", written over a circular stamp or seal.  
Lynette Hobyak  
Business Manager

38110 Executive Drive, Suite 100  
Westland, MI 48185

734-595-7727 Office  
734-595-7736 Fax

**KELLER THOMA**  
A PROFESSIONAL CORPORATION

COUNSELORS AT LAW  
26555 EVERGREEN  
SUITE 1240  
SOUTHFIELD, MICHIGAN 48076  
313.965.7610  
FAX 313.965.4480  
[www.kellerthoma.com](http://www.kellerthoma.com)

**RECEIVED**

MAY 15 2020

CITY OF GROSSE POINTE WOODS  
CLERK'S DEPARTMENT  
FEDERAL I.D. 38-1996878

CITY OF GROSSE POINTE WOODS  
20025 Mack Plaza  
Grosse Pointe Woods, MI 48236  
**Attention: Bruce Smith, City Manager**

May 01, 2020  
Client: 000896  
Matter: 000000  
Invoice #: 118483

---

REGARDING: GENERAL MATTERS

For professional services rendered and expenses incurred relative  
to the above matter:

**TOTAL \$2,450.50**

101-210.810.000  
5/8/2020

Chikens

*[Signature]* 5/8/2020



**KELLER THOMA**  
A PROFESSIONAL CORPORATION

COUNSELORS AT LAW  
26555 EVERGREEN  
SUITE 1240  
SOUTHFIELD, MICHIGAN 48076  
313.965.7610  
FAX 313.965.4480  
[www.kellerthoma.com](http://www.kellerthoma.com)

FEDERAL I.D. 38-1996878

CITY OF GROSSE POINTE WOODS  
20025 Mack Plaza  
Grosse Pointe Woods, MI 48236  
**Attention: Bruce Smith, City Manager**

May 01, 2020  
Client: 000896  
Matter: 000000  
Invoice #: 118483

Page: 1

RE: GENERAL MATTERS

---

For Professional Services Rendered through April 30, 2020

DATE	ATTY	DESCRIPTION	HOURS
4/1/2020	KEJ	Attention to review of legal authority regarding unemployment compensation; attention to review of legal authority and labor arbitration precedent for upcoming grievance arbitration related to promotional examination.	2.50
4/3/2020	KEJ	Attention to telephone conversation with C. Behrens regarding leave benefits under FFCRA, preparation and drafting of FFCRA policy and request form following DOL's publication of the regulations, and drafting of email to B. Smith regarding the same.	0.50
4/6/2020	KEJ	Attention to telephone conversation with C. Behrens regarding leave benefits under FFCRA and related policy, and telephone conversation with C. Behrens and B. Smith regarding the same.	0.50
4/7/2020	KEJ	Attention to review of legal authority and labor arbitration precedent for upcoming grievance arbitration related to promotional examination.	0.75
4/8/2020	KEJ	Attention to telephone conversation with C. Behrens and preparation of email to her regarding leave benefits under Families First Coronavirus Response Act, and attention to preparation of and telephone conversation with B. Smith and C. Behrens regarding the same.	1.00
4/9/2020	KEJ	Attention to exchange of emails with C. Behrens regarding leave benefits under the Families First Coronavirus Response Act and telephone conversation regarding the same.	0.25
4/15/2020	LAR	Telephone conference with Ms. Behrens regarding workers' compensation emergency rules regarding COVID-19.	0.25
4/15/2020	KEJ	Attention to telephone conversations with Cathy Behrens and review of proposed layoff notice and applicable labor contract regarding layoff.	1.00

**KELLER THOMA**  
A PROFESSIONAL CORPORATION

CITY OF GROSSE POINTE WOODS

20025 Mack Plaza

Grosse Pointe Woods, MI 48236

Attention: **Bruce Smith, City Manager**

May 01, 2020

Client: 000896

Matter: 000000

Invoice #: 118483

Page: 2

RE: GENERAL MATTERS

DATE	ATTY	DESCRIPTION	HOURS
4/16/2020	KEJ	Attention to telephone conversation with Bruce Smith and Cathy Behrens regarding furlough notice preparation and drafting of revisions to proposed furlough notice.	0.50
4/24/2020	KEJ	Attention to telephone conversation with C. Behrens regarding notice to furloughed employees and preparation of email to Ms. Behrens regarding the same.	0.25
4/27/2020	GPK	Attention to preparation of correspondence regarding employee arbitration.	0.25
4/27/2020	KEJ	Attention to telephone conversation with Cathy Behrens regarding extension of Governor's stay home order and preparation of email correspondence to Ms. Behrens regarding the same.	0.25
4/28/2020	KEJ	Attention to review of CDC prepared guidance regarding workplace procedures for preparation of the Preparedness and Response Plan and telephone conversation with Bruce Smith regarding the same.	0.25
4/29/2020	BAY	Prepare memorandum regarding FLSA comp time analysis.	1.50
4/29/2020	GPK	Telephone call from Union and attention to preparation of correspondence regarding employee arbitration.	0.50
4/30/2020	BAY	Prepare memorandum regarding FLSA analysis.	2.00
Total Services			\$2,027.50

ATTORNEY		HOURS	RATE	AMOUNT
KEJ	KATHRYN E. JONES	7.75	\$160.00	\$1,240.00
GPK	GARY P. KING	0.75	\$175.00	\$131.25
LAR	LAURIA A. READ	0.25	\$175.00	\$43.75
BAY	BETH A. YOUNG	3.50	\$175.00	\$612.50

**DISBURSEMENTS**

4/1/2020	Westlaw	\$423.00
Total Disbursements		\$423.00

**KELLER THOMA**  
*A PROFESSIONAL CORPORATION*

CITY OF GROSSE POINTE WOODS

20025 Mack Plaza

Grosse Pointe Woods, MI 48236

**Attention: Bruce Smith, City Manager**

May 01, 2020

Client: 000896

Matter: 000000

Invoice #: 118483

Page: 3

RE: GENERAL MATTERS

---

**Total Amount Due**

**\$2,450.50**

8F

RECEIVED

MAY 26 2020

CITY OF GROSSE POINTE WOODS  
CLERK'S DEPARTMENT**CHARLES T. BERSCHBACK**

Attorney and Counselor at Law

24053 JEFFERSON AVENUE  
ST. CLAIR SHORES, MI 48080  
blbwlaw@yahoo.com586.777.0400  
Fax 586.777.0430Bruce Smith  
City Administrator  
City of Grosse Pointe Woods  
20025 Mack Plaza  
Grosse Pointe Woods, MI 48236

	101-210-801.000	\$6,316.25
May 22, 2020	101-210-801.100	\$1,356.25
	101-210-801.200	\$232.50
	101-210-801.300	\$348.75
		\$8,253.75

05-26-2020

RE: May Billing


 5/26/2020

<u>DATE</u>	<u>DESCRIPTION OF SERVICES</u>	<u>TIME</u>
4.27.20	Work on TT issues re: small claims appeal, resident complaints, TCs, emails with staff, reply to resident (1.00); TCs Municipal Court issues, new warrant review (.50); continued review of EO-59, staff memo (.25); work on Verizon small cell request, draft of permit, research (1.00); TC BN, Code review, OMA issues, review of updated FAQ on EO-59 (.50)	3.25
4.28.20	Municipal Court new warrant requests, TCs (.50); TC LH, agenda items (.25); review/reply of all emails from staff, TC BS (.50); review of telecom files, PEG fee status emails, draft of letter to M/C on AT&T tower lease and amendment (1.50); research on OMA, TCs BN, Judge Metry, reply emails from Court on SBC briefs (1.00)	3.75
4.29.20	TCs GT, LH, BS; work on PEG fee files; MML Zoom meeting/reopening workplace issues, review of EOs and OSHA guidelines, agenda items, emails (3.50); attendance at Zoom meeting (.25); TCs Hallohan and initial review of brief for Rivers case (.25)	4.00
4.30.20	TCs, BS, LH, GT, Sue C, work on reopening issues and Preparedness Plan required by EO-59; TCs BN, LH on agenda items; work on cell tower file (4.50)	4.50
5.1.20	TCs GT, Mike Watza on telecom issues (.25); TCs BN, LH, resolution and agenda items; review of all emails, BS, JK, new EOs, Council agenda (1.75)	2.00
5.4.20	Review of Council Packet, TCs BN, LH, BS re: agenda items and OMA procedures (1.25); attendance at Council meeting (.75); Municipal Court review of docket, meeting with Beth M; draft of form letters for new procedures for caseload (1.00)	3.00
5.5.20	TCs BN, LH, CB, draft of new meeting script; TCs CB, L. Hallohan, review of all emails and AG enforcement issues (2.25); Municipal Court, TC pending case, review of two new warrants (.75)	3.00

5.6.20	TCs GT, review of emails, screening questionnaires, work on Verizon, Planning Commission issues (.50); TCs, finalized Municipal Court form letters, TC Beth M; TCs re: warrants (.75); TT, calls/review Hallohan bill, review of file and briefs (1.00); TCs LH, BN agenda items; finalized meeting opening statement, TCs (.25); TC SC, review of contracts (.25)	2.75
5.7.20	TCs BS, FS re: insurance claim issue (.25); all TCs LH, BN, BS on agenda items, budget issues, etc., research (2.00); review of new EO-75 re: remote meeting, research (.50)	2.75
5.8.20	Work on Verizon Permit, email to Verizon counsel (.50); review of EO-77 extension, emails, TCs BS, LH, BN, FS, work on insurance claim; notice issues (2.00)	2.50
5.9.20	Work on agenda items, TC BN, LH (.75); Municipal Court review of new warrant, TCs (.25)	1.00
5.11.20	Prep for COW agenda, cell tower, calls and emails (2.00); review of DPW independent contractor renewal contracts, FS email (.25); attendance at special meeting and COW meeting (2.00)	4.25
5.12.20	COW follow up, summary letter to Mike Watza on cell tower, TC (1.25); TCs re: meeting notices (.50); 2 Municipal Court authorizations, TCs Det. Bur (.50); review/reply to emails (.25); TC BN, Mack Avenue Owner (.25)	2.75
5.13.20	TCs GT, BN re: PC meeting, work on design standards (1.25); Municipal Court TCs, warrants, TCs with victim / witnesses (.75); TCs CB budget issues and Hawthorne Road file review(.50)	2.50
5.14.20	Municipal Court, TCs re: pending cases, victims, new dog bite case (.50); all TCs regarding notices, minutes and budget hearings (.50); TCs re: PC items (.25); review of Hawthorne Road information (.25); review of budget revisions, review of 911 grant (.25)	1.75
5.15.20	TCs Municipal Court matters; TC attorneys, Det Bur and JK (1.50); review of AT&T file, TC, emails Watza (.50); continued review/work on Hawthorne Road file (.50); Code research (.25)	2.75
5.18.20	Review of Municipal Court docket, meeting with B. Miro (.25); review of agenda and Council packet, TCs (1.50); review of dog bite case and TC BS (.25); review of new EOs-91 and 92 (.25)	2.25
5.19.20	TC GT re: Municipal Court, TCs regarding new OWI and restitution issue (.25); TCs, emails re: Hawthorne (.25), work on Verizon and AT&T files (.50); TCs re: Municipal Court cases, new warrant requests (.50)	1.50
5.20.20	TC GT, call with resident (.50); TC Municipal Court, TC FS, BS re: LFP, insurance claim (.25); reply to miscellaneous emails, etc. (.25)	1.00
5.21.20	Municipal Court file review, calls with Court appointed attorneys, work on	

discovery requests, TC/email JK (1.25); review of election ballot question and TC LH (.25); review of new METRO Act request, TC GT (.25) 1.75

5.22.20 TC Det. Bonk, review of warrant request, email to BS, CB (.25) .25

CTB = 53.25 hours at \$155.00 per hour \$8253.75

**TOTAL DUE: \$8253.75**

TC -- Telephone  
BS-- Bruce Smith  
PC Planning Commission  
JK -- Dir. John Kesanke  
DV -- Domestic Violence

GT -- Gene Tutag  
LH -- Lisa Hathaway  
CB -- Cathrene Behrens  
TT -- Tax Tribunal  
SBC --State Boundary  
Commission

M/C -- Mayor and Council  
Det. Bur. -- Detective Bureau  
ED -- Eric Dunlap  
FS -- Frank Schulte  
EO -- Executive Order

**Breakdown**

General	40.75	hours
Municipal Court	8.75	hours
Tax Tribunal	2.25	hours
P.C.	1.50	hours