GREAT LAKES
WATER AUTHORITY

BOARD OF DIRECTORS

JUNE 12, 2015 MEETING

- **REGIONAL SEWAGE DISPOSAL SYSTEM LEASE**
- **REGIONAL WATER SUPPLY SYSTEM LEASE**
- **WATER AND SEWER SERVICES AGREEMENT**

REGIONAL SEWAGE DISPOSAL SYSTEM LEASE

Execution Copy

REGIONAL SEWAGE DISPOSAL SYSTEM LEASE

Between

CITY OF DETROIT

And

GREAT LAKES WATER AUTHORITY

Dated June 12, 2015

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REGIONAL SEWAGE DISPOSAL SYSTEM LEASE

THIS REGIONAL SEWAGE DISPOSAL SYSTEM LEASE entered into on June 12, 2015, by and between the CITY OF DETROIT (the "City"), a home rule city organized and existing under the constitution and laws of the State of Michigan, and the GREAT LAKES WATER AUTHORITY (the "Authority"), a municipal authority and public body corporate organized and existing under and pursuant to the provisions of Act No. 233, Public Acts of Michigan, 1955, as amended ("Act 233").

WITNESSETH:

WHEREAS, a Memorandum of Understanding (the "MOU") was entered into on September 9, 2014, by the Emergency Manager and the Mayor of the City, the County Executive of each of Macomb County, Oakland County and Wayne County, and the Governor of the State, for the purpose of establishing a regional authority pursuant to Act 233 to operate, control and improve both the Water Supply System and Sewage Disposal System owned by the City and presently operated by DWSD (except the City local system infrastructure) and to lease the Water Supply System and Sewage Disposal System (except the City local system infrastructure) from the City for an initial term of forty (40) years; and

WHEREAS, pursuant to the MOU, the City and each wholesale customer of the Sewer System, through their respective ratepayers, shall retain complete responsibility (in the case of the City, in accordance with the terms of the Water and Sewer Services Agreement) for all obligations associated with their individual revenue requirements; and

WHEREAS, pursuant to the MOU and to resolutions approving the Authority's Articles of Incorporation adopted by the City Council of the City, the Board of Commissioners of Macomb County, the Board of Commissioners of Oakland County and the County Commission of Wayne County, the Authority has been incorporated for the purpose of, among other things, acquiring, owning, leasing, improving, enlarging, extending, financing, refinancing and operating a water supply system and a sewage disposal system, including a storm water collection and treatment system, or a combination of such systems; and

WHEREAS, Section 5 of Act 233 authorizes the Authority to acquire property for a sewage disposal system by lease and to hold, manage and control such property; and

WHEREAS, on September 9, 2014, pursuant to EM Order No. 34, the Emergency Manager for the City authorized the Mayor of the City to negotiate the terms and execute and deliver a lease for each of the Water Supply System and the Sewage Disposal System, an agreement between the City and the Authority relating to the operation, management and improvement of the City local system infrastructure, and a transition agreement consistent with the parameters established by the MOU, and to take such other actions as may be necessary or desirable to complete the transfer of the Water Supply and Sewage Disposal Systems as described in the MOU; and

WHEREAS, on November 12, 2014, an Order Confirming Eighth Amended Plan for the Adjustment of Debtor of the City of Detroit ("Confirmation Order") was entered (Docket No. 8272) confirming the Plan of Adjustment; and

WHEREAS, paragraph 38 of the Confirmation Order approved the MOU in all respects, and authorized the City to enter into, and take any action necessary to perform under or implement, the terms of the MOU and any final agreement resulting from the MOU creating the Authority subject to additional terms and conditions described therein; and

WHEREAS, as contemplated in the MOU, the City and the Authority desire to enter into this Lease providing for the City to lease the Leased Sewer Facilities and to transfer its interest in the Revenues to the Authority, subject to the terms and conditions set forth herein.

ARTICLE I - DEFINITIONS

SECTION 1.1 Definitions. In addition to the words and terms elsewhere defined in this Lease, the following words and terms as used in this Lease and the preambles hereto shall have the following meanings unless the context or use indicates another or different meaning.

(a) "Act 94" means Act No. 94, Public Acts of Michigan, 1933, as amended from time to time.

(b) "Applicable Laws" means all laws, rules, regulations, ordinances, permit and license requirements, and orders of courts, governmental officials and agencies of competent jurisdiction with respect to the Leased Sewer Facilities or which generally relate to the Leased Sewer Facilities.

(c) "Authority Pension Pool" means that portion of the DWSD Pension Pool that is allocated to the Authority.

(d) "Authority's Address" means 735 Randolph Street, Detroit, Michigan 48226, Attention: Chairperson, or such other address set forth in a written notice from the Authority to the City.

(e) "Bankruptcy Order" means the order entered (Docket No. 7028) by the United States Bankruptcy Court for the Eastern District of Michigan on August 25, 2014 (In re City of Detroit, Michigan, Debtor, Case No. 13-53846).

(f) "BC Note Obligation" means, collectively, the amounts required to be paid by DWSD pursuant to the Plan of Adjustment in respect of debt service on (i) the City of Detroit Financial Recovery Bonds, Series 2014B(1) and Series 2014B(2), dated December 14, 2014, and (ii) the City of Detroit Financial Recovery Bonds, Series 2014C, dated December 14, 2014, which bonds were issued to satisfy in whole or in part claims relating to the City's pension obligation certificates and post-retirement health benefits.

(g) "Bonds" means, collectively, the DWSD Sewer Bonds being assumed by the Authority as provided in the Master Bond Ordinance and bonds or other evidences of indebtedness issued by the Authority under the Master Bond Ordinance pursuant to Act 94, all of

which are secured by a pledge of and a statutory lien upon the Net Revenues of the Sewer System.

(h) "Budget Stabilization Fund" means the fund to be established in the Master Bond Ordinance as described in Section 3.2(b)(iv).

(i) "Budget Stabilization Requirement" shall have the meaning given such term in the Water and Sewer Services Agreement.

(j) "Capital Improvement Program" means the ongoing program of capital improvements for the Leased Sewer Facilities, as the same may be modified from time to time by the Authority.

(k) "City Residual Costs" means costs and liabilities incurred by the City which are associated with (i) the lease of the Leased Sewer Facilities and the transfer and assignment of the DWSD contracts and DWSD employees to the Authority, including unemployment and separation costs (excluding salaries beyond required notice periods) related to DWSD employees who decline to transfer to the Authority, (ii) excess capacity resulting from the establishment by the Authority of separate capacity performing the same function during and for any period the Authority has contracted for such capacity from the City, to the extent agreed to by the City and the Authority, and (iii) claims against the City by third parties whose contracts or rights were transferred to and assumed by the Authority under the terms of this Lease.

(l) "City's Address" means City of Detroit Water and Sewerage Department, 735 Randolph Street, Detroit, Michigan 48226, Attention: Director, with a copy to City of Detroit, Office of the Mayor, Coleman A. Young Municipal Center, 2 Woodward Avenue, 11th Floor, Detroit, Michigan 48226, or such other address or addresses set forth in a written notice from the City to the Authority.

(m) "common-to-all" means the method or methods for allocating to wholesale customers of the Regional Sewer System and Retail Sewer Customers the cost of sewer service provided by the Regional Sewer System that benefits both wholesale customers and Retail Sewer Customers, which allocation is determined on a case-by-case analysis of the benefits derived by each customer class from such service.

(n) "Detroit Capital Improvement Program" means the ongoing program of capital improvements for the Detroit Local Sewer Facilities, as the same may be modified from time to time by the City.

(o) "Detroit Local Sewer Facilities" means those sewage disposal facilities, other than the Leased Sewer Facilities, existing on the Effective Date that are used to provide sewer service directly to Retail Sewer Customers.

(p) "Detroit Local Water Facilities" means those water supply system facilities, other than the Leased Water Facilities, existing on the Effective Date that are used to provide water service directly to Retail Water Customers.

(q) "DWSD" means the Detroit Water and Sewerage Department, as in existence immediately prior to the Effective Date.

(r) "DWSD-R" means the Detroit Water and Sewerage Department, as in existence on and after the Effective Date.

(s) "DWSD Master Sewer Bond Ordinance" means Ordinance No. 18-01 adopted by the City Council of the City, as amended through the Effective Date, that authorized the issuance of the DWSD Sewer Bonds, as supplemented by the Trust Indenture, dated as of June 1, 2012, between the City and U.S. Bank National Association, as trustee, as amended through the Effective Date.

(t) "DWSD Pension Pool" means that portion of the undivided interest in investments and the pension liabilities of the GRS Plan that is allocated to DWSD retirees, deferred retirees and active vested and non-vested members.

(u) "DWSD-R Pension Pool" means that portion of the DWSD Pension Pool that is allocated to DWSD-R.

(v) "DWSD Sewer Bonds" means all bonds and other evidences of indebtedness of the City secured by a pledge of and a statutory lien upon the Net Revenues of the Sewer System outstanding immediately prior to the Effective Date, as more fully described in Schedule B attached hereto.

(w) "DWSD Water Bonds" means all bonds and other evidences of indebtedness of the City secured by a pledge of and a statutory lien upon the Net Revenues of the Water System outstanding immediately prior to the Effective Date, as more fully described in the Water Lease.

(x) "Effective Date" means the date on which the conditions set forth in Section 3.2 have been satisfied, as determined by the Mayor of the City and a supermajority (5/6) vote of the Board of the Authority.

(y) "Fiscal Year" means the period beginning on July 1 of each year and ending on June 30 of the following year.

(z) "GRS" means the General Retirement System of the City.

(aa) "GRS Plan" means the frozen defined benefit plan of the GRS in effect on the effective date of the Plan of Adjustment.

(bb) "Incorporating Municipalities" means, collectively, the City, Macomb County, Oakland County and Wayne County, as the incorporating municipalities of the Authority.

(cc) "Lease" means this Regional Sewage Disposal System Lease, as it may be amended or supplemented as provided herein.

(dd) "Leased Sewer Facilities" means, collectively, all of the City's right, title and interest in and to that portion of the real and tangible personal property comprising a part of the Sewer System and owned by the City and providing sewer service to the wholesale customers of the Regional Sewer System and Retail Sewer Customers up to the point of connection to the Detroit Local Sewer Facilities, including without limitation the land, buildings, basins, pump stations, outfalls, storage facilities, other structures, fixtures (including screens, meters, control gates, interceptors and collection lines), and improvements, and real property interests such as easements, access rights, rights of way, permits, licenses and leases, all as more fully set forth in Schedule A attached hereto (the "Real Property"), and any and all tangible personal property such as machinery, equipment, vehicles, furniture, office equipment, software, hardware, security systems, communications systems, other information technology systems and inventory used in connection with the Real Property, including without limitation the personal property that is described in Schedule A attached hereto (the "Personal Property"). Leased Sewer Facilities include all improvements and additions to and replacements of the foregoing described Real Property and Personal Property, but do not include the Detroit Local Sewer Facilities.

(ee) "Leased Water Facilities" means, collectively, all of the City's right, title and interest in and to that portion of the real and tangible personal property comprising a part of the Regional Water System and owned by the City and providing sewer service to the wholesale customers of the Regional Water System and Retail Water Customers up to the point of connection to the Detroit Local Water Facilities, all as more fully set forth in the Water Lease.

(ff) "Lease Payment" means the annual payment required to be made by the Authority for the benefit of the City pursuant to Section 3.4 in consideration for the leasing of the Leased Sewer Facilities to the Authority and the absolute and irrevocable assignment and transfer to the Authority of the Revenues as provided herein and to be applied by the Authority in accordance with the Master Bond Ordinance.

(gg) "Local Sewer System" means that portion of the Sewer System that provides sewer service directly to Retail Sewer Customers, which on the Effective Date consists of the Detroit Local Sewer Facilities.

(hh) "Local Water System" means that portion of the Water System that provides water service directly to Retail Water Customers, which on the Effective Date consists of the Detroit Local Water Facilities.

(ii) "Macomb County" means the Charter County of Macomb, Michigan.

(jj) "Master Bond Ordinance" means the ordinance to be adopted by the Authority prior to the Effective Date, setting forth the terms and provisions under which Bonds may be issued, as amended and supplemented as provided therein.

(kk) "Net Revenues" has the meaning given thereto in Act 94.

(ll) "Oakland County" means the County of Oakland, Michigan.

(mm) "O&M Expenses" means for each Fiscal Year all expenses of administration and operation and the expenses for maintenance as may be necessary to preserve the Regional Sewer System or the Local Sewer System, as the case may be, in good repair and working order, including costs incurred by the City in connection with its service as agent pursuant to Article 2 of the Water and Sewer Services Agreement.

(nn) "Pension Obligation" means the amounts required to be paid over time by DWSD in respect of the frozen defined benefit plan of the GRS as provided in the Plan of Adjustment and the Bankruptcy Order.

(oo) "Plan of Adjustment" means the Eighth Amended Plan of Adjustment of the City as confirmed by order of the United States Bankruptcy Court for the Eastern District of Michigan entered on November 12, 2014 (In re City of Detroit, Michigan, Debtor, Case No. 13-53846).

(pp) "Prudent Utility Practices" means those practices, methods, techniques, standards and acts engaged in or approved by a significant portion of the regulated sewer utility industry in the United States or any of the practices, methods, techniques, standards and acts which, in the exercise of reasonable judgment in light of the facts known (or which a qualified and prudent operator could reasonably be expected to have known) at the time a decision is made, would have been expected to accomplish a desired result at a reasonable cost consistent with good business practices, reliability, safety and expedition, in each case related to the operation, maintenance and improvement of similar systems at utility facilities of the same or similar size and type as the Leased Sewer Facilities.

(qq) "Regional Sewer System" means that portion of the Sewer System that provides sewer service to the wholesale customers thereof and Retail Sewer Customers up to the point of connection to the Local Sewer System, which on the Effective Date consists of the Leased Sewer Facilities.

(rr) "Regional Water System" means that portion of the Water System that provides water service to the wholesale customers thereof and Retail Water Customers up to the point of connection to the Local Water System, which on the Effective Date consists of the Leased Water Facilities.

(ss) "Retail Sewer Customers" means those individual customers located within and outside the City that receive sewer service directly from the Detroit Local Sewer Facilities.

(tt) "Retail Water Customers" means those individual customers located within and outside the City that receive water service directly from the Detroit Local Water Facilities.

(uu) "Retail Revenues" means Revenues collected from Retail Sewer Customers.

(vv) "Revenues" means the revenues, including the Retail Revenues, of the Authority from the Sewer System, which shall be construed as defined in Act 94, and shall

include all moneys collected directly or indirectly by the Authority, or the City as agent for the Authority, under the Water and Sewer Services Agreement and required to be deposited into the Receiving Fund established under Section 502 of the Master Bond Ordinance.

(ww) "Sewer System" means the City's sewage disposal system as existing immediately prior to the Effective Date, which consists on the Effective Date of the Regional Sewer System and the Local Sewer System.

(xx) "Shared Services Agreement" means the Shared Services Agreement between the City and the Authority relating to the provision of services by the City to the Authority with respect to the Regional Water System and the Regional Sewer System, and the provision of services by the Authority to the City with respect to the operation and management of the Detroit Local Water Facilities and the Detroit Local Sewer Facilities, as it may be amended and supplemented as provided therein.

(yy) "State" means the State of Michigan.

(zz) "Water and Sewer Services Agreement" means the Water and Sewer Services Agreement, dated June 12, 2015, between the City and the Authority relating to the provision of water service to Retail Sewer Customers and sewer service to Retail Sewer Customers, as it may be amended and supplemented as provided therein.

(aaa) "Water Lease" means the Regional Water Supply System Lease, to be effective on the Effective Date, relating to the lease of the Leased Water Facilities from the City to the Authority.

(bbb) "Water Lease Payment" means the annual payment required to be made by the Authority for the benefit of the City pursuant to the Water Lease.

(ccc) "Water System" means the City's water supply system as existing immediately prior to the Effective Date, which on the Effective Date consists of the Regional Water System and the Local Water System.

(ddd) "Wayne County" means the Charter County of Wayne, Michigan.

(eee) "WRAP Fund" means the Water Residential Assistance Program Fund to be established pursuant to the MOU, which shall be a fund independently-administered on behalf of the Authority to provide assistance to indigent residential customers throughout the Water System and the Sewer System.

ARTICLE II - REPRESENTATIONS

SECTION 2.1 Representations of the City. The City represents and warrants to the Authority as follows:

(a) The City is a home rule city duly existing under the Constitution and laws of the State, and has the right, power and authority to enter into this Lease and perform its obligations hereunder.

(b) To the knowledge of the City, as set forth in a certificate of the DWSD Director and the DWSD Chief Administrative and Compliance Officer/General Counsel, the City has not mortgaged, pledged or subjected to any lien, charge or security interest any of the Leased Sewer Facilities nor has the City entered into any lease or easement agreement or created any other encumbrance with respect to any of the Leased Sewer Facilities that in each case would adversely affect the ability of the Authority to operate the Leased Sewer Facilities as provided in Section 5.1.

(c) To the knowledge of the City, as set forth in a certificate of the DWSD Director and the DWSD Chief Administrative and Compliance Officer/General Counsel, there presently exists no material casualty loss or damage to the Leased Sewer Facilities that would prevent the Authority from operating the Leased Sewer Facilities as provided in Section 5.1.

(d) To the knowledge of the City, as set forth in a certificate of the DWSD Director and the DWSD Chief Administrative and Compliance Officer/General Counsel, there are no claims, actions, suits, proceedings, loss events or investigations pending or, to the best of the City's knowledge, threatened against or affecting the Leased Sewer Facilities or the validity of this Lease, at law or in equity, or before or by any federal, state, municipal or governmental department, commission, board, bureau, agency or instrumentality which, if adversely determined against the City, would have a material adverse effect on the Leased Sewer Facilities, the Net Revenues of the Sewer System or the City's ability to enter into this Lease.

(e) In connection with the Leased Sewer Facilities, to the knowledge of the City, as set forth in a certificate of the DWSD Director and the DWSD Chief Administrative and Compliance Officer/General Counsel, (i) there are no unresolved notices of violation, orders, claims, citations, complaints, penalty assessments, suits or other proceedings pending against the City which have been unresolved for a period of more than 30 days or which are not expected to be resolved within 30 days or such other period specified for cure which in each case could have a material adverse impact on the operation of the Leased Sewer Facilities if allowed to continue beyond that period and (ii) there is no investigation or review pending or threatened against the City by any governmental entity or third party with respect to any alleged violation of any federal, state or local environmental law, regulation, ordinance, standard, permit or order relating to the operation of the Leased Sewer Facilities which could have a material adverse impact on the operation of the Leased Sewer Facilities.

SECTION 2.2 Representations of the Authority. The Authority represents and warrants to the City as follows:

(a) The Authority has been duly incorporated and is validly existing as a municipal authority and public body corporate under Act 233, and has the right, power and authority to enter into this Lease and to perform its obligations hereunder.

(b) There are no claims, actions, suits, proceedings or investigations pending against the Authority, or to the best of the Authority's knowledge, threatened, that would have a material adverse effect on the transactions contemplated or provided for in this Lease.

ARTICLE III - LEASE OF LEASED SEWER FACILITIES

SECTION 3.1 Term of this Lease. The term of this Lease (the "Term") shall commence on the Effective Date and shall terminate on the later of the Initial Lease Termination Date or the Extended Lease Termination Date. Until the Effective Date, which is contingent on the satisfaction of the conditions set forth in Section 3.2, this Lease shall not constitute a sale, lease or disposition of the Sewer System or any substantial part thereof, as contemplated by Section 19 of the Detroit Master Sewer Bond Ordinance. This Lease shall initially terminate on the fortieth (40th) anniversary of the Effective Date (the "Initial Lease Termination Date"). Upon the issuance of Bonds with a final stated maturity date after the Initial Lease Termination Date, the Initial Lease Termination Date shall automatically, and without further action of the parties hereto, be amended to coincide with the date on which all of the Bonds have been paid or provision for payment of all of the Bonds has been made in accordance with the Master Bond Ordinance (the "Extended Lease Termination Date").

SECTION 3.2 Conditions Precedent to Effective Date. The Effective Date shall be deemed to have occurred when all of the following conditions have been satisfied, as evidenced by a certificate signed by authorized officers of the City and the Authority:

(a) This Lease, the Water Lease, the Water and Sewer Services Agreement and the Shared Services Agreement shall have been duly authorized, executed and delivered by the City and the Authority.

(b) The effective date under the Water Lease shall occur on the same date as the Effective Date under this Lease.

(c) The Master Bond Ordinance shall have been duly adopted by the Authority and shall be in full force and effect and shall contain the following provisions:

(i) The rate covenant and the test for the issuance of additional bonds thereunder shall both conform to DWSD's existing coverage requirements of 1.20, 1.10 and 1.00 for senior lien, second lien and junior lien indebtedness, respectively;

(ii) A flow of funds consistent with Act 94, the MOU and representations made by DWSD to certain holders of DWSD Sewer Bonds that agreed to purchase such DWSD Sewer Bonds following a tender thereof on September 4, 2014, in the following order of priority as required by Act 94: (A) O&M Expenses of the Regional Sewer System and the Local Sewer System, and (B) debt service on all indebtedness payable from Net Revenues of the Sewer System before making deposits to other accounts in the flow of funds;

(iii) A covenant to comply with the provisions of the Bankruptcy Order, including but not limited to paragraph 24 thereof which is attached hereto as Schedule G; and

(iv) The establishment of a Budget Stabilization Fund, which shall be a restricted account held by the Authority under the Master Bond Ordinance. The Budget shall be funded by Retail Revenues in an amount equal to the Budget Stabilization Requirement as provided in the Water and Sewer Services Agreement. Moneys in the Budget Stabilization Fund

may be applied by the Authority in its discretion for any lawful purpose of the Sewer System as provided in the Water and Sewer Services Agreement. The deposit of Revenues in the Budget Stabilization Fund shall be subordinate to payment of O&M Expenses and the principal of and interest on the Bonds.

(d) The ordinances required by Section 5.7(c) shall have been duly adopted by the Board of Water Commissioners of DWSD and the Authority, respectively, and shall be in full force and effect.

(e) The Authority shall have secured all permits and other governmental approvals necessary to operate the Leased Sewer Facilities, which are set forth in Schedule C attached hereto.

(f) DWSD shall have secured the consent of

(i) U.S. Bank National Association, as the trustee for the holders of the DWSD Sewer Bonds, and the holders of not less than fifty-one percent (51%) in principal amount of the DWSD Sewer Bonds outstanding on the Effective Date to:

(A) an amendment to the DWSD Master Sewer Bond Ordinance which amendment authorizes this Lease and certain of the transactions contemplated by this Lease;

(B) a supplement to the Trust Indenture dated as of June 1, 2012, among the City, DWSD and U.S. Bank National Association, as trustee, which supplement authorizes this Lease and certain of the transactions contemplated by this Lease; and

(C) the obligor on the DWSD Sewer Bonds owned by such holders being changed from the City to the Authority on the Effective Date, and in connection with such change in obligor the release and discharge of the City from any liability or other obligation to such holders of the DWSD Sewer Bonds and U.S. Bank National Association as the trustee therefor in connection with the DWSD Sewer Bonds, and

(ii) U.S. Bank National Association, as trustee for the holders of the DWSD Water Bonds, and the holders of not less than fifty-one percent (51%) in principal amount of the DWSD Water Bonds outstanding on the Effective Date to:

(A) an amendment to the master bond ordinance for the DWSD Water Bonds which amendment authorizes the Water Lease and certain of the transactions contemplated by the Water Lease;

(B) a supplement to the Trust Indenture dated as of April 1, 2013, among the City, DWSD and U.S. Bank National Association, as trustee, which supplement authorizes the Water Lease and certain of the transactions contemplated by the Water Lease; and

(C) the obligor on the DWSD Water Bonds owned by such holders being changed from the City to the Authority on the Effective Date, and in connection with such change in obligor the release and discharge of the City from any liability or other

obligation to such holders of the DWSD Water Bonds and U.S Bank National Association as the trustee therefor in connection with the DWSD Water Bonds.

Receipt of the foregoing consents shall be evidenced by a certificate to that effect of U.S. Bank National Association, as trustee for the DWSD Sewer Bonds and DWSD Water Bonds, respectively, delivered to the Authority, the City and DWSD.

(g) The Authority and the City shall have received (i) an opinion of Authority bond counsel to the effect that the lease of the Leased Sewer Facilities to the Authority and assumption by the Authority of the DWSD Sewer Bonds, will not, in and of themselves, materially impair the tax-exempt status of the interest on the DWSD Sewer Bonds, and (ii) confirmation from a nationally recognized rating agency then rating the DWSD Sewer Bonds that the rating assigned to the Bonds, after such assumption, is not less than the then-existing rating on the DWSD Sewer Bonds assigned by such rating agency.

(h) The Authority shall demonstrate the ability to issue at least One Dollar ($1.00) of additional indebtedness at each level of priority under the additional bonds tests described in (c)(i) above.

(i) The City and the Authority shall have each received (i) opinions of counsel for the City and the Authority to the effect that this Lease is valid, binding and enforceable with respect to the City and the Authority, respectively, and (ii) an opinion of counsel for DWSD that the rates for wholesale customers and the City adopted by DWSD for the Fiscal Year beginning July 1, 2015 are binding and effective.

(j) The City shall have received all necessary consents to the assignment of the wholesale customer contracts set forth in Schedule D.

(k) The Authority, the City and GRS shall have entered into the agreement described in Section 4.3(b).

If the foregoing conditions are not satisfied and the Effective Date has not occurred on or before January 1, 2016, this Lease shall be null and void and shall terminate immediately and the Authority shall consider a motion to dissolve as provided in Article 5A of the Articles of Incorporation of the Authority.

SECTION 3.3 Lease of Leased Sewer Facilities; Assignment and Transfer of Revenues. In order to enable the Authority to acquire the Regional Sewer System under Act 233, and in consideration of the Lease Payment and other terms of this Lease, the City leases the Leased Sewer Facilities to the Authority and the Authority leases the Leased Sewer Facilities from the City for the Term. By virtue of this Lease, the City intends to convey to the Authority by lease a leasehold interest in all of the City's right, title and interest in and to the Leased Sewer Facilities in order to enable the Authority to operate the Leased Sewer Facilities as provided herein. The City and the Authority acknowledge that the description of the Leased Sewer Facilities set forth in Schedule A has been compiled from the best available information, has been reviewed by their and DWSD's respective staff and consultants and is believed to be reasonably complete and accurate. The City and the Authority agree to cooperate in continuously reviewing the use and

description of the Leased Sewer Facilities and in the event that it is determined that the description of the Leased Sewer Facilities needs to be amended to conform to the actual use of the Leased Sewer Facilities or to correct or update the description of the Leased Sewer Facilities to make it more accurate, the Director of DWSD or DWSD-R, as appropriate, and, before the Effective Date, the Mayor of the City or his designee, and the Director and Chairperson of the Authority are authorized to modify Schedule A as necessary by executing an amendment thereto to accomplish any of the foregoing purposes and such amendment shall become a part of this Lease; provided that no such amendment shall be delivered if the effect of such amendment is to impair the ability of the Authority to operate the Leased Sewer Facilities as provided herein.

Notwithstanding the foregoing, this Lease shall constitute a bill of sale from the City to the Authority pursuant to which the City conveys all of its right, title and interest in and to the Personal Property that is part of the Leased Sewer Facilities. In furtherance of such conveyance, the City agrees to cooperate with the Authority and to take such actions as are necessary to have title to all vehicles that are part of the Personal Property transferred to the Authority.

In acquiring the Regional Sewer System pursuant to this Lease, commencing on the Effective Date, the Authority is also acquiring for the Term, and for the Term, the City hereby absolutely and irrevocably sells, assigns, transfers and conveys to the Authority, and the Authority hereby purchases and acquires from the City (each, an "Assignment and Transfer"), (i) all of the City's right, title and interest in and to the Revenues, including Retail Revenues, in existence on the Effective Date, and (ii) all of the City's right, title and interest in and to the Revenues, including Retail Revenues, derived from the operation of the Sewer System on and after the Effective Date and through the end of the Term. The City and the Authority acknowledge and agree that (i) the Assignment and Transfer is intended to be a purchase by the Authority and an absolute sale by the City of the Revenues and not a lending transaction; (ii) the Assignment and Transfer is made without representation or warranty by, or recourse to, the City of any kind; (iii) the City does not have any right, option, duty or obligation of any kind to repurchase all or any portion of the Revenues; (iv) except in its capacity as agent for the Authority under the express terms of the Water and Sewer Services Agreement, on and after the Effective Date and until the end of the Term, the City has no control over the collection of, or administrative or servicing activities concerning, the Revenues; (v) the City is not required to make any servicing or other advances to the Authority in connection with the Revenues under the Water and Sewer Services Agreement or otherwise; (vi) the City is not granted any right to or interest in any of the Revenues; (vii) the Assignment and Transfer is treated as an acquisition under Statement No. 69 of the Governmental Accounting Standards Board; (viii) the Assignment and Transfer is not cancelable by the City or the Authority for any reason; (ix) except as set forth in the DWSD Master Sewer Bond Ordinance and the Master Bond Ordinance, there is no restriction on the Authority's ability to sell or pledge the Revenues; (x) all collections of Revenues received by the City in its capacity as agent under the Water and Sewer Services Agreement or otherwise shall be remitted to the Authority without significant delay (no later than 5 days after receipt) or any reduction in amount; and (xi) the Revenues collected by the City as agent for the Authority shall be segregated and held in trust by the City until remitted to the Authority and shall be subject to audit and verification by the Authority.

In addition, the City and Authority agree that (i) the Authority shall have the exclusive right to establish rates for sewer service to customers of the Sewer System, including Retail

Sewer Customers; (ii) the Authority may delegate, and through the Water and Sewer Services Agreement is delegating, its right to establish rates for sewer service to customers of the Sewer System to one or more agents, as it deems necessary or convenient; and (iii) directly or through an agent, the Authority shall have the exclusive right to charge and bill to and collect from such customers amounts for sewer services constituting the Revenues, including the Retail Revenues.

(a) By virtue of this Lease, the Authority acquires, succeeds to and assumes the exclusive right, responsibility and authority (i) to occupy, operate, control and use the Leased Sewer Facilities, including all lands, buildings, improvements, structures, easements, rights of access, fixtures, equipment, materials, furnishings, all other personal property and all other privileges and appurtenances comprising or pertaining to the Leased Sewer Facilities and (ii) to establish rates for sewer service to customers of the Sewer System and, directly or through an agent, to charge and bill to and collect from the customers of the Sewer System, including Retail Sewer Customers, amounts constituting the Revenues, including the Retail Revenues.

(b) On and after the Effective Date, the City shall be relieved from all further costs and responsibility arising from or associated with the control, operation and maintenance of the Leased Sewer Facilities, except as otherwise provided in this Lease or in the Shared Services Agreement.

SECTION 3.4 Lease Payment.

(a) The Authority shall pay for the account of the City for use of the Leased Sewer Facilities during the Term, a Lease Payment in the annual amount of Twenty-Seven Million Five Hundred Thousand Dollars ($27,500,000), payable monthly on an annualized basis on or before the first day of each month through the end of the Term. The Lease Payment and the Water Lease Payment shall aggregate the sum of Fifty Million Dollars per year, and are based on an initial allocation in the MOU of 45% to the customers of the Regional Water System and 55% to the customers of the Regional Sewer System. Such allocation shall be subject to review and adjustment by the Authority every three to five years consistent with the method of allocation of other common-to-all charges between the Regional Water System and the Regional Sewer System; provided that no such adjustment shall reduce the projected availability of Revenues below the level necessary to pay the principal of and interest on any Bonds issued to finance improvements to the Detroit Local Water Facilities and the Detroit Local Sewer Facilities below the level in anticipation of which such Bonds were issued.

(b) The City acknowledges and agrees that it will forego future Lease Payments in the event that it withdraws from the Authority as an incorporating municipality under the Authority's Articles of Incorporation; provided however, that any such withdrawal will not terminate this Lease or affect the Assignment and Transfer, or affect the Revenues collected by the Authority.

(c) The Authority acknowledges and agrees that it shall have no legal or equitable right to setoff, recoup or deduct any amounts from or otherwise reduce the amount of any Lease Payment.

SECTION 3.5 Use and Deposit of Lease Payments.

(a) The City shall be authorized to direct the application of the Lease Payments paid by the Authority only for the following purposes, consistent with the flow of funds in the Master Bond Ordinance:

(i) To pay the principal of and interest on Bonds issued to finance the cost of improvements to the Detroit Local Sewer Facilities; and

(ii) To pay the City's share of the principal of and interest on Bonds issued to finance the cost of common-to-all improvements to the Leased Sewer Facilities; and

(iii) To pay the cost of improvements to the Detroit Local Sewer Facilities.

(b) The proceeds of all Lease Payments shall be deposited into the following funds and accounts established under the Master Bond Ordinance, as directed by the City:

(i) For proceeds being used to pay the principal of and interest on Bonds issued to finance the cost of improvements to the Detroit Local Sewer Facilities, to the Bond Interest and Redemption Fund established for the appropriate priority of lien of such Bonds.

(ii) For proceeds being used to pay the City's share of the principal of and interest on Bonds issued to finance the cost of common-to-all improvements to the Leased Sewer Facilities, to the Bond Interest and Redemption Fund established for the appropriate priority of lien of such Bonds.

(iii) For proceeds being used to pay the cost of improvements to the Detroit Local Sewer Facilities, to the Detroit Local Improvement and Extension Account of the Improvement and Extension Fund.

(c) The City acknowledges and agrees that the use of Lease Payments for the foregoing purposes is subject to the availability of Revenues therefor in accordance with the Master Bond Ordinance and that the use of Lease Payments for the purpose set forth in Section 3.5(a)(iii) shall be subordinate to the payment of principal of and interest on the Bonds.

SECTION 3.6 Surrender of Leased Sewer Facilities. Upon the expiration of this Lease at the end of the Term, the Authority shall quit and surrender the Leased Sewer Facilities to the City, together with any improvements, enlargements, replacements or extensions thereof made by the Authority during the Term.

ARTICLE IV - ASSIGNMENT AND ASSUMPTION OF RIGHTS AND LIABILITIES

SECTION 4.1 DWSD Customer and Vendor Contracts; DWSD Sewer Bonds.

(a) In connection with the execution and delivery of this Lease, and as of the Effective Date, the City hereby assigns and the Authority hereby assumes all of the City's rights and obligations under the following:

(i) All DWSD wholesale customer contracts related to the Regional Sewer System and related contracts with wholesale customers, including without limitation those contracts set forth in Schedule D attached hereto, as amended from time to time until the Effective Date.

(ii) Existing DWSD vendor contracts, including without limitation those contracts set forth in Schedule E attached hereto, as amended from time to time until the Effective Date.

(iii) City Residual Costs.

(b) As of the Effective Date, the Authority hereby assumes all of the City's obligations under the DWSD Sewer Bonds, including all the obligations to make payments of principal of and interest on the DWSD Sewer Bonds. The City hereby assigns, as of the Effective Date, any and all rights that the City has with respect to the DWSD Sewer Bonds. The DWSD Sewer Bonds shall be payable solely from the Net Revenues of the Sewer System and shall not constitute a full faith and credit obligation of the Authority. The provisions of the DWSD Master Sewer Bond Ordinance, as amended and restated by the Master Bond Ordinance, with respect to the outstanding DWSD Sewer Bonds being assumed by the Authority on the Effective Date shall constitute a contract between the Authority and the holders of the DWSD Sewer Bonds, and such provisions shall be enforceable by such holders against the Authority or any or all of its successors, by mandamus or any other appropriate suit, action or proceeding at law or in equity in any court of competent jurisdiction in accordance with law.

(c) As of the Effective Date, the City hereby assigns and the Authority hereby assumes all of City's rights and obligations under the contracts with bond insurers and surety bond providers with respect to the DWSD Sewer Bonds. The Authority agrees to provide continuing disclosure with respect to information within its control relating to the Authority, the Leased Sewer Facilities and the DWSD Sewer Bonds that the City would otherwise have had to disclose on an annual basis pursuant to continuing disclosure undertakings entered into by the City with respect to the DWSD Sewer Bonds.

(d) It is the intent of the parties that the execution and delivery of this Lease and the foregoing assignment and assumption set forth in subsections (a) and (b) shall not in any way impair any contracts with wholesale customers, Retail Sewer Customers, vendors, holders of DWSD Sewer Bonds or other parties in privity of contract with the City with respect to the Leased Sewer Facilities. The City, acting through DWSD, shall be responsible for obtaining, and shall use its best efforts to obtain, all necessary consents to the assignment of the vendor contracts set forth in Schedule E.

SECTION 4.2 DWSD Labor Contracts. The Authority shall be a successor employer for those DWSD employees who transfer their employment to the Authority, and the Authority shall assume and honor DWSD's collective bargaining agreements with respect to such employees set forth in Schedule F attached hereto.

SECTION 4.3 Retirement Obligations.

(a) As further consideration for the acquisition of the Regional Sewer System pursuant to this Lease, the Authority shall be required to pay that portion of the Pension Obligation allocable to the Regional Sewer System (the "Authority Pension Obligation") and that portion of the BC Note Obligation allocable to the Regional Sewer System (the "Authority BC Note Obligation"). The City agrees that it is liable for and shall be required to pay that portion of the Pension Obligation allocable to the Local Sewer System (the "City Pension Obligation") and that portion of the BC Note Obligation allocable to the Local Sewer System (the "City BC Note Obligation"). Amounts due for the Pension Obligation and the BC Note Obligation shall be allocated between the Authority and the City on the basis that such amounts are payable with respect to employees of the Authority and the City, respectively. As provided in the MOU, in further consideration for entering into the Lease and acquiring a leasehold interest in the Leased Sewer Facilities and the Regional Sewer System, the Authority shall have the option to issue one or more series of Bonds under the Master Bond Ordinance in order to fund all or a portion of the Pension Obligation.

(b) On or prior to the Effective Date, the Authority will enter into an agreement with the City and the GRS, which will set forth the net pension liability for the DWSD Pension Pool as of June 30, 2014, and pursuant to which the Investment Committee of the GRS will agree to provide to the Authority each year (i) a summary annual report that will continue to (A) track DWSD retirees, deferred retirees and active vested and non-vested members, pension benefits paid and pension liabilities separately from other GRS members and (B) allocate to DWSD-R and the Authority an undivided interest in administrative expenses and in investments in the GRS Plan, to enable the Authority to verify the appropriateness of allocations to the Authority, and (ii) an actuarial study that sets forth as of the year ending June 30 for which the study is performed the undivided interest in investments in the GRS Plan allocated to the DWSD Pension Pool, the DWSD-R Pension Pool and the Authority Pension Pool, respectively, and the net pension liability for the DWSD Pension Pool, the DWSD-R Pension Pool and the Authority Pension Pool, respectively. For each Fiscal Year commencing from and after July 1, 2023, on its normal schedule for determining the current Fiscal Year's contributions to GRS, GRS shall determine whether the net pension liability on a market value basis for the Authority Pension Pool (the "Authority Net Pension Liability") is fully funded at 100%. If the Authority Net Pension Liability is fully funded at 100% or more, no contributions for the current Fiscal Year will be required of the Authority. If the Authority Net Pension Liability is less than 100% funded, then the Authority shall make such level annual contributions to the GRS as necessary to amortize such shortfall over five (5) years at an interest rate equal to the then current GRS investment return assumption. Except for the additional payments required by this subsection (b), if any, the Authority shall have no further liability whatsoever to the City or the GRS in connection with any other shortfalls that that may occur with respect to the GRS Plan. The Authority Net Pension Liability shall be calculated by an actuary in good standing using actuarial standards of the actuary industry.

SECTION 4.4 General Assumption by Authority. In addition to the assumption by the Authority of the liabilities set forth in Sections 4.1, 4.2 and 4.3, as of the Effective Date, the Authority hereby assumes, accepts and becomes liable for all other lawful obligations, promises, covenants, commitments and other requirements of the City in respect of the Leased Sewer Facilities, whether known or unknown, contingent or matured, and shall perform all of the duties and obligations and shall be entitled to all of the rights of the City in respect of the Leased Sewer Facilities under any ordinances, agreements or other instruments and under law. Consistent with this Article IV, this assumption includes, and there shall be transferred to the Authority all licenses, permits, approvals or awards related to the Leased Sewer Facilities, all grant agreements, all grant pre-applications, the right to receive the balance of any funds payable by third parties under the agreements, the right to receive any amounts payable by third parties to the City on the Effective Date and amounts paid to the City after the Effective Date, as well as the benefit of contracts and agreements, and all of the City's duties, liabilities, responsibilities and obligations with respect to the Leased Sewer Facilities, except for any obligations or liabilities being contested in good faith by the Authority until such time as resolved.

(a) The assumptions, successions or transfers described under this Article IV shall include, but not be limited to, all of the following:

(i) All financial obligations secured by the Net Revenues of the Sewer System, including the DWSD Sewer Bonds.

(ii) Except for an amount equal to one month's O&M Expenses for the Local Sewer System, which shall remain with the City, all cash balances and investments relating to or resulting from the operation of the Sewer System, all funds held under the DWSD Master Sewer Bond Ordinance and related trust indenture for the DWSD Sewer Bonds, and all of the accounts receivable and choses in action arising from the operation of the Leased Sewer Facilities as well as all benefits of contracts and agreements relating thereto.

(iii) All office equipment used primarily by the Authority in connection with the Regional Sewer System, including, but not limited to, computers, records and files, software, and software licenses required for financial management, personnel management, accounting and inventory systems, and general administration.

(iv) Any other City Residual Costs.

(b) All lawful actions, commitments and proceedings with respect to the Leased Sewer Facilities, including, but not limited to, revenue bond financings for which a notice of intent resolution has been adopted, of the City or DWSD made, given or undertaken before the Effective Date are ratified, confirmed and validated as of the Effective Date. At the option of the Authority, all actions, commitments or proceedings undertaken and all actions, commitments or proceedings of the City or DWSD in respect of the Leased Sewer Facilities in the process of being undertaken by, but not yet a commitment or obligation of, the City or DWSD in respect of the Leased Sewer Facilities may, from and after the Effective Date, be undertaken and completed by the Authority in the manner and at the times provided in this Lease and in any lawful agreements made by the City or DWSD prior to the Effective Date.

ARTICLE V - OPERATION, INSURANCE AND IMPROVEMENT OF LEASED SEWER FACILITIES

SECTION 5.1 Operation of Leased Sewer Facilities. The Authority agrees to operate the Leased Sewer Facilities for the purpose of furnishing sewer service to its customers in accordance with Applicable Laws and Prudent Utility Practices, all in a manner so as to provide sewer service to customers in the same or an improved manner as was provided by DWSD immediately prior to the Effective Date (collectively, the "Performance Standards"). In connection therewith, the Authority shall pay all costs of operating, using, repairing, maintaining, replacing, enlarging, extending, improving, financing and refinancing the Leased Sewer Facilities, including by way of illustration and not by way of limitation, all capital costs, utility rates and charges, fees and other amounts due under existing contracts, taxes and special assessments, salaries and other employment costs, permits and license fees and rents. The Authority shall not cause or permit any waste, damage or injury to the Leased Sewer Facilities and shall keep the Leased Sewer Facilities in good condition and repair (reasonable wear and tear, obsolescence and damage by act of God, fire or other causes beyond the control of the Authority excepted).

(a) The City designates the Authority as its agent for the purposes of applying for sewerage system construction permits under Part 41 of Act 451 of 1994, MCL 324.4101,*et seq*. ("Part 41") for repairs, replacements and improvements at the wastewater treatment plant and at the common to all pump stations comprising part of the Leased Sewer Facilities, and authorizes the Authority to file plans and specifications with the Michigan Department of Environmental Quality ("MDEQ") for all such projects. The City hereby designates the Authority as its agent for applying for sewerage system construction permits under Part 41 for repairs, replacements and improvements to the Leased Sewer Facilities at new or existing combined sewer overflow control facilities and for sewage transportation and conveyance facilities located within the City, and shall furnish the Authority with a letter authorizing the Authority to file plans and specifications with the MDEQ for all such projects, on a project specific basis.

(b) The City, acting through DWSD, administers and enforces an industrial pretreatment program approved by the MDEQ on June 26, 1997 in accordance with Rules 323.2301 – 323.2317 of the Michigan Administrative Code and the corresponding federal regulations set forth in 40 CFR Part 403 and is the "Control Authority" for the purposes of the industrial pretreatment program. The City shall do all things reasonable and necessary to retain its status as the Control Authority until the Authority adopts its own industrial pretreatment program and receives the MDEQ's approval of that program. The Authority shall use its reasonable best efforts to submit an approvable industrial pretreatment program to the MDEQ by October 1, 2017. Until the Authority receives approval of its own industrial pretreatment program: (a) the City authorizes the Authority to act on its behalf and as its agent to administer and enforce DWSD's approved industrial pretreatment program and to carry out DWSD's rights and obligations as the Control Authority, including the right to bring enforcement actions in the name of DWSD; and (b) the Authority agrees to accept the foregoing authorization and to perform all of DWSD's rights and obligations as the Control Authority in accordance with the applicable requirements of law. The parties understand and agree that the foregoing authorization of the Authority is in addition to and not in lieu of DWSD's rights and obligations

to act as the Control Authority. The City shall provide the Authority with a copy of DWSD's industrial pretreatment program ordinance and all other rules, permits, agreements, plans, lists and other documents in its possession related to or necessary for the administration and enforcement of the industrial pretreatment program.

(c) The City acknowledges that its obligation to operate the Leased Sewer Facilities in accordance with Applicable Laws includes the obligation to comply with the provisions of NPDES Permit No. MI0022802 and Certificate of Coverage MIS040066 applicable to the Leased Sewer Facilities specified in Schedule C. Except to the extent caused by an act or omission of the City, the Authority shall be solely responsible for any noncompliance by the Leased Sewer Facilities with any Applicable Laws, including the correction of the noncompliance and payment of the costs thereof, and for the payment of any related fines, penalties, costs, losses or damages related thereto.

SECTION 5.2 Insurance. From and after the Effective Date, the Authority shall, at its own expense, keep the Leased Sewer Facilities insured against any casualty loss and shall also obtain and maintain public liability insurance (covering bodily and personal injury, property damage and contractual liability), automobile liability insurance and worker's compensation insurance for the operation of the Leased Sewer Facilities and the Regional Sewer System in commercially reasonable amounts, provided that the Authority shall not be required to carry a particular type of insurance coverage as set forth in this Section 5.2 during any period that such insurance is not available in the insurance market of the United States at commercially reasonable rates.

All such insurance shall name the City as an insured or an additional insured and as a certificate holder, as its interests may appear. Such coverage and policies shall not be materially modified or terminated without at least thirty (30) days' prior written notice to the City, unless comparable coverage is provided under the modified policy or in a replacement policy. Upon the City's request no more frequently than once a year, the Authority shall provide the City with copies of certificates of insurance showing the premiums fully paid and copies of the policies, including any endorsements.

The insurance required of the Authority by this Lease in the amounts, with the coverage and other features herein required, may be supplied by a fully funded self-insurance program of the Authority or a self-insurance pool in which the Authority is a participant; provided that such self-insurance program or pool will provide the coverage required herein.

SECTION 5.3 Destruction or Taking of Leased Sewer Facilities.

(a) If during the Term, any portion of the Leased Sewer Facilities is damaged or destroyed by fire or other casualty, the Authority shall repair, restore, rebuild or replace the damaged or destroyed portion of the Leased Sewer Facilities and complete the same as soon as reasonably possible (subject to the adjustment and receipt of insurance proceeds, if any, and the Master Bond Ordinance), to at least the condition they were in prior to such damage or destruction, except for obsolescent facilities or changes in design or materials as may then be necessary to achieve the Performance Standards.

(b) In the event of any taking of the Leased Sewer Facilities or any part thereof in or by condemnation or other eminent domain proceedings pursuant to any Applicable Laws, or by reason of the temporary requisition of the use or occupancy of the Leased Sewer Facilities or any part thereof by any governmental authority (each a "Taking"), the Authority shall promptly notify the City upon receiving notice of such Taking or commencement of proceedings therefor. The Authority shall then, if requested by the City, file or defend its claim thereunder and prosecute the same with due diligence to its final disposition. Subject to the terms of the Master Bond Ordinance, all proceeds or any award or payment in respect of any taking are hereby assigned and shall be paid to the Authority, and the Authority is permitted to take all steps reasonably necessary in its discretion to notify the condemning authority of such assignment. Such award or payment shall be applied to the Leased Sewer Facilities as necessary to achieve the Performance Standards.

(c) If the Leased Premises or any portion thereof shall be in whole or in part destroyed or damaged as a result of any cause whatsoever, or a Taking occurs with respect to the Leased Sewer Facilities or any portion thereof, there shall be no abatement, diminution or reduction in any Lease Payment payable hereunder.

(d) The City agrees that it shall not commence any proceedings against the Leased Sewer Facilities that would constitute a Taking of all or any part of the Leased Sewer Facilities if the effect of such Taking is to render it impracticable for the Leased Sewer Facilities to furnish sewer service to the Authority's customers in accordance with the Performance Standards.

SECTION 5.4 Improvements to Leased Sewer Facilities.

(a) During the Term, the Authority shall be entitled to make such rehabilitation of and replacements and improvements to the Leased Sewer Facilities as it determines to be necessary in order to keep the Leased Sewer Facilities in compliance with the Performance Standards. In connection therewith, the Authority shall for each Fiscal Year prepare and approve a Capital Improvement Program, which shall set forth the improvements to the Leased Sewer Facilities that the Authority proposes to undertake during the next five (5) Fiscal Years.

(b) In addition, during the Term, the Authority shall review and revise as necessary the DWSD sewer master plan. In reviewing the plan, the Authority shall use its best efforts to maximize utilization of the capacity in the Regional Sewer System so that economies of scale may be realized, shall take into account the needs of the Authority's service area in planning and operating the Regional Sewer System, shall strive to become the provider of choice for southeastern Michigan and shall consider incentives for customers to utilize the Regional Sewer System for their wastewater flow needs.

SECTION 5.5 Liability of the Incorporating Municipalities for Authority Costs and Expenses. It is understood and agreed by the parties that each of the Incorporating Municipalities shall be under no obligation to pay any of the costs and expenses incurred by the Authority for the operation, maintenance, management, repair or improvement of the Leased Sewer Facilities pursuant to this Article V except for those costs and expenses which may be

properly allocable to each of the Incorporating Municipalities as a customer of the Regional Sewer System through the rates established by the Authority pursuant to Section 5.6.

SECTION 5.6 Adoption of Budget; Establishment of Rates for Use of Leased Sewer Facilities.

(a) On or prior to the Effective Date, the Authority shall adopt a budget for the Regional Sewer System for the period from the Effective Date through June 30, 2016, which shall be based on a bi-furcation between the Regional Sewer System and the Local Sewer System of the budget adopted by DWSD relating to the Sewer System for the Fiscal Year beginning July 1, 2015. Commencing with the Fiscal Year beginning July 1, 2016, the Authority shall adopt a two-year budget for the Regional Sewer System for the following two Fiscal Years that sets forth budgeted Revenues and expenses for each such Fiscal Year. The budgeted expenses for each such Fiscal Year shall equal the sum of the projected expenses and revenue requirements for the Regional Sewer System for each such Fiscal Year (collectively, the "Authority Revenue Requirement"), including without limitation all of the following:

(i) O&M Expenses of the Regional Sewer System;

(ii) The amounts necessary to pay the principal of and interest on all Bonds and to restore any reserves therefor established in the Master Bond Ordinance;

(iii) The Lease Payment, which shall be a common-to-all charge;

(iv) The Authority Pension Obligation and the Authority BC Note Obligation;

(v) The amount necessary to be deposited to the WRAP Fund, which shall be a common-to-all charge equal to 0.5% of the base budgeted operating Revenues for the Regional Sewer System for such Fiscal Year;

(vi) The amounts needed to make the required deposits to the Authority Regional Extraordinary Repair and Replacement Account of the Extraordinary Repair and Replacement Reserve Fund and the Authority Regional Improvement and Extension Account of the Improvement and Extension Fund in the Master Bond Ordinance; and

(vii) The amount necessary to satisfy the coverage ratios required by the rate covenant to be included in the Master Bond Ordinance (collectively, the "Rate Covenant").

(b) The Authority shall for each Fiscal Year fix and approve rates and charges to its customers in an amount that is expected to produce Revenues sufficient to satisfy the Authority Revenue Requirement. In connection with the determination by the Authority of the rates and charges applicable to Retail Sewer Customers in the City for such Fiscal Year, the City shall receive a credit in the amount of $5,516,000, representing the amount due to the City pursuant to a settlement relating to the Sewer System in recognition of the City's ownership of the Sewer System and support of the rate structure for the Sewer System.

(c) As provided in the MOU, through the Fiscal Year ending June 30, 2025, the Sewer System is assumed to experience annual increases in the Authority Revenue Requirement of not more than 4%; provided however, this limitation shall not be applicable if the Authority Revenue Requirement must increase beyond the 4% assumption in order to satisfy the Rate Covenant or to pay the cost of improvements to the Leased Sewer Facilities that are required to be made by Applicable Laws.

(d) The City acknowledges that all Revenues received from customers in the City, including Revenues derived exclusively from the Local Sewer System, are the property of the Authority and will be deposited as received in the Receiving Fund in the Master Bond Ordinance and applied as provided in the Master Bond Ordinance, including amounts deposited in the Budget Stabilization Fund. As a result, the City agrees to provide the Authority with a budget for the Local Sewer System as provided in the Water and Sewer Services Agreement.

SECTION 5.7 Water and Sewer Services Agreement.

(a) The City and the Authority shall enter into the Water and Sewer Services Agreement. The Authority, in consideration of the Lease and the City's assignment of the Revenues to the Authority, will provide sewer services to Retail Sewer Customers. All Revenues, as a result, are the exclusive property of the Authority. By virtue of the assignment set forth in the first paragraph of Section 3.3, the City and the Authority agree that the Authority shall have the right to charge, bill and collect directly from Retail Sewer Customers for water services provided by the Authority to such customers based upon rates established by the Authority. The City acknowledges that (i) the Retail Revenues shall be included in and constitute part of the Net Revenues of the Sewer System and (ii) the City shall have no property interest in the Revenues prior to the end of the Term, which shall be the exclusive property of the Authority. The Water and Sewer Services Agreement provides that the City shall act as agent for the Authority with respect to the provision of water services to the Retail Sewer Customers of the City as set forth therein.

(b) As provided in the Water and Sewer Services Agreement and the MOU, the City shall have the right to continue to operate and retain employees to operate, maintain, repair and improve the Local Sewer System and the Detroit Local Sewer Facilities, including capital improvements and repairs thereto.

(c) Prior to the Effective Date, the City, acting through its Board of Water Commissioners, and the Authority shall each adopt ordinances that will authorize the Authority to take all such actions necessary to charge and collect rates and charges for sewer services as described in this Section 5.7. Such rates and charges shall be a lien on the premises for which the services have been provided. Amounts delinquent for six (6) months or more may be certified annually to the City's Board of Assessors to be entered upon the next tax roll against the premises to which the services have been rendered. Such lien may be enforced by the City on behalf of the Authority or the Authority directly in the manner prescribed in the City Charter or by other applicable law for the enforcement of tax liens.

SECTION 5.8 Sale or Disposition of Leased Sewer Facilities or Detroit Local Sewer Facilities.

(a) Subject to the Master Bond Ordinance, the Authority, following notice to the City, shall have the right to sell or dispose of any of the Real Property or Personal Property that constitutes part of the Leased Sewer Facilities if the Authority determines that such Real Property or Personal Property is not or is no longer needed or useful in connection with the operation of the Leased Sewer Facilities or that such sale or disposition will not impair the operating efficiency of the Leased Sewer Facilities or reduce the ability of the Authority to satisfy the Rate Covenant as provided in the Master Bond Ordinance. To the extent necessary to accomplish such a sale of Personal Property, the Lease also constitutes a quit claim transfer by the City of any residual property rights it may have in and to such Personal Property. The City shall cooperate with the Authority in arranging the execution and delivery of a deed for the disposition of any Real Property. The Mayor of the City or his designee may execute any such deed or instrument of transfer. The proceeds of any such sale shall be deposited in the Receiving Fund established by the Master Bond Ordinance.

(b) If the City sells or disposes of any real or personal property that constitutes part of the Detroit Local Sewer Facilities that was paid for in whole or in part with common-to-all funds, the proceeds of such sale or disposition shall be paid to the Authority in the same proportion that common-to-all funds were used to pay the purchase price, for deposit in the Receiving Fund established by the Master Bond Ordinance.

(c) In connection with the sale or disposition of any of the Leased Sewer Facilities or any of the Detroit Local Sewer Facilities that were paid for in whole or in part with common-to-all funds, the City and the Authority shall cooperate and use their best efforts to sell such property at market value, exchange such property for other property of similar value or sell such property as otherwise agreed to by the parties.

SECTION 5.9 Miscellaneous Provisions Related to Operation, Maintenance and Improvement of Leased Sewer Facilities.

(a) The City shall assist the Authority to obtain an annual permit for permission to use streets, highways, alleys, and/or easements within the City for the purpose of operating and maintaining and constructing improvements to the Leased Sewer Facilities. In the event of such construction, the Authority shall request the City to execute such separate instruments granting rights-of-way in its streets, highways, and alleys as may be reasonably required by the Authority. The Authority shall give the City notice of any construction work in the City. The Authority shall comply with any of the City's ordinances that apply to the construction, and the City shall inform the Authority of the applicable ordinances. The Authority and the City shall meet to review the construction and its impact on their respective operations. The Authority shall restore all existing structures and/or improvements laying in the right-of-way of construction to as good a condition as before the construction took place. The improvements shall become part of the Leased Sewer Facilities.

(b) Should future construction by any federal, state or county agency require relocation of a wastewater interceptor, meter facility or other facility of the Leased Sewer

Facilities, the cost incurred by the Authority for such relocation, if not reimbursed by the entity requiring the relocation, will be charged in future rates as a common-to-all cost to all Regional Sewer System customers, or as a customer specific cost to a specific customer or customers for the relocation of a customer specific facility.

(c) Subject to the provisions of Section 5.9(a) and to the extent that City has jurisdiction, the Authority shall be granted temporary and permanent easements, and shall be permitted to use the streets, alleys and highways within the City for the purpose of operating and maintaining and constructing improvements to the Regional Sewer System, including the relocation of wastewater interceptors, meter facilities or other Leased Sewer Facilities. This consent by the City is given in compliance with Article 7, Sec. 29 of the Michigan Constitution of 1963, provided that the Authority shall provide the City with a written explanation of the type of easement required and the duration thereof.

(d) Where possible, each party shall give the other party access to towers and antennas under its respective jurisdiction for the purpose of transmitting information recorded in metering facilities. Access shall not be unreasonably denied by either party.

ARTICLE VI - EVENTS OF DEFAULT AND REMEDIES

SECTION 6.1 Events of Default. The term "Event of Default" means, whenever used in this Lease, the occurrence of any one of the following events on or after the Effective Date:

(a) The Authority's failure to pay any Lease Payment (without setoff, recoupment, or other deduction of any kind) when due.

(b) The Authority's failure to fully perform and comply with any of the other terms, conditions or provisions of this Lease within ninety (90) days after delivery to the Authority of a written notice from the City specifying such failure.

(c) The City's failure to fully perform and comply with any of the terms, conditions or provisions of this Lease within ninety (90) days after delivery to the City of a written notice from the Authority specifying such failure.

SECTION 6.2 Remedies.

(a) If an Event of Default set forth in Section 6.1(a) or (b) occurs, the City, subject to Article VIII, shall have all rights and remedies available to the City at law or in equity, including specific performance.

(b) If an Event of Default set forth in Section 6.1(c) occurs, the Authority, subject to Article VIII, shall have all right and remedies available to the Authority at law or in equity, including specific performance.

(c) Notwithstanding anything else to the contrary in this Section 6.2, so long as Bonds are outstanding, neither the City nor the Authority shall have any right to terminate this Lease at any time prior to the end of the Term, whether or not an Event of Default has occurred.

(d) The City's or the Authority's failure to insist upon the strict performance of any agreement, term, covenant or condition of this Lease or to exercise any right or remedy for breach of or Event of Default under this Lease shall not constitute a waiver of any such breach or Event of Default. Similarly, the City's acceptance of full or partial Lease Payments during any such breach by or Event of Default attributable to the Authority shall not constitute a waiver of any such breach or Event of Default. No waiver of any breach or Event of Default shall affect or alter this subsection and every term, covenant, condition and provision of this Lease shall continue in full force and effect with respect to any other then existing or subsequent breach or Event of Default.

(e) Subject to Section 6.2(c) and Article VIII, each right and remedy provided in this Lease shall be cumulative and shall be in addition to every other right or remedy provided for in this Lease or now or later existing at law or in equity either by statute or otherwise. The City's or the Authority's exercise of any one or more of its rights or remedies shall not preclude the City's or the Authority's simultaneous or later exercise of any or all of its other rights or remedies hereunder.

ARTICLE VII – COVENANTS OF THE CITY AND THE AUTHORITY

SECTION 7.1 Covenants of the City. Throughout the Term, the City covenants and agrees as follows:

(a) The City shall not create, assume or suffer to exist, directly or indirectly, any lien, encumbrance or security interest of any kind on the Leased Sewer Facilities or the Detroit Local Sewer Facilities.

(b) The City shall take all action reasonably necessary to cure any defects in title to the Leased Sewer Facilities, and at the request of the Authority, shall grant any license, easement or right-of-way in connection with the Leased Sewer Facilities to the extent the Authority has not been empowered to take these actions. The expense of curing any such title defects shall be borne by the customer class or classes to which the cost of such Leased Sewer Facilities was originally allocated or, if such allocation is not available, shall be borne by the Authority on a common-to-all basis.

(c) The City shall provide or cause to be provided to that portion of the Leased Sewer Facilities situated within the jurisdictional limits of the City public services (including but not limited to police, firefighting, lighting and emergency services) at least at the same level of service provided to other utilities and governmental facilities in the City.

(d) The City shall, to the extent reasonably requested by the Authority, adopt such environmental ordinances and regulations as are approved by the Authority from time to time in order for the Authority to comply with the Performance Standards.

(e) The City shall, to the extent reasonably requested by the Authority, cooperate with and assist the Authority in assigning, transferring or obtaining, as the case may be, any permits that are necessary for the operation by the Authority of the Leased Sewer Facilities.

(f) The City shall, to the extent reasonably requested by the Authority, grant the Authority the right and authority to receive any grant proceeds to which the City would otherwise be entitled in respect of the Leased Sewer Facilities, and to cooperate in all reasonable respects with the Authority in making application for such proceeds.

(g) If, as of the Effective Date, the City has commenced planning or construction of capital improvements to any of the Leased Sewer Facilities, the City shall not withhold, condition or delay concurrence with any Authority action necessary to complete the capital improvements in accordance with its obligations under Applicable Laws.

SECTION 7.2 Covenants of the Authority. Throughout the Term, the Authority covenants and agrees as follows:

(a) The Authority shall not take any action to impair the rights or remedies of the holders of the DWSD Sewer Bonds; provided, however, for the avoidance of doubt the Authority is permitted to take actions permitted by the Master Bond Ordinance. From and after the Effective Date, the Authority shall pay when due all of the principal of and interest on the DWSD Sewer Bonds, provided that such payments shall be payable solely from the Net Revenues of the Sewer System in accordance with the Master Bond Ordinance and shall not constitute a full faith and credit obligation of the Authority.

(b) The Authority shall cooperate fully with the City in the implementation of the Detroit Capital Improvement Program, including the financing through the Authority of the Detroit Capital Improvement Program and in obtaining any permits necessary for the construction of the Detroit Capital Improvement Program.

(c) The Authority will cooperate with the City in obtaining permits that are necessary for the operation of the Local Sewer System.

(d) The Authority will not withhold the Lease Payment or Revenues required to pay the City's O&M expenses for the Local Sewer System, provided that such payment shall be made consistent with the flow of funds in the Master Bond Ordinance.

(e) The Authority will cooperate with the City's efforts to make repairs and construct improvements to the Local Sewer System in the vicinity of the Leased Sewer Facilities.

(f) The Authority shall provide at least 60 days' notice to and coordinate with the City any planned disposition of any of the Real Property which comprises a portion of the Leased Sewer Facilities or any of the Personal Property which comprises a portion of the Leased Sewer Facilities used by the City and the Authority pursuant to the Shared Services Agreement.

ARTICLE VIII – DISPUTE RESOLUTION

SECTION 8.1 Disputes; Resolution.

(a) The Authority and the City shall each designate in writing to the other from time to time a representative who shall be authorized to resolve any dispute relating to the

subject matter of this Lease in an equitable manner and, unless otherwise expressly provided herein, to exercise the authority of such party to make decisions by mutual agreement.

(b) The City and the Authority each agree (i) to attempt to resolve all disputes arising hereunder promptly, equitably and in a good faith manner and (ii) to provide each other with reasonable access during normal business hours to any and all non-privileged written records, information and data pertaining to any such dispute.

(c) If any dispute relating to the subject matter of this Lease is not resolved between the City and the Authority pursuant to this Section 8.1 within 30 days (or such later date agreed to by the parties) from the date on which a party provides written notice to the other party of such dispute and of the notifying party's position on the disputed matter, then upon written notification by either party to the other party, such dispute shall be settled exclusively and finally by arbitration in accordance with Section 8.2. During the pendency of any dispute and until such dispute is resolved as provided in Section 8.2, the City and the Authority shall continue to operate under the terms of this Lease.

SECTION 8.2 Arbitration.

(a) It is specifically understood and agreed that any dispute or claim arising under or relating to this Lease that cannot be resolved between the City and the Authority, including any matter relating to the interpretation or performance of this Lease, shall be submitted to arbitration irrespective of either the magnitude thereof or the amount in dispute.

(b) Each arbitration between the City and the Authority shall be conducted pursuant to the Uniform Arbitration Act, Act No. 371, Public Acts of Michigan, 2012 ("Act 371"). In the event of any conflict between the provisions of this Agreement and Act 371, the provisions Act 371 shall prevail.

(c) The arbitration shall be conducted before a panel composed of three arbitrators (the "Arbitration Panel"). Each party shall appoint an arbitrator, obtain its appointee's acceptance of such appointment and deliver written notification of such appointment and acceptance to the other party within 15 days after delivery of a notice of arbitration. The two arbitrators appointed by the City and the Authority shall jointly appoint the third (who shall be the chairperson), obtain the acceptance of such appointment and deliver written notification of such appointment within 15 days after their appointment and acceptance.

(d) Any arbitration commenced hereunder shall be completed within 120 days after the appointment of the Arbitration Panel absent agreement of the City and the Authority to the contrary. Further, absent agreement of the City and the Authority or, upon request of one of the parties, an order of the Arbitration Panel to the contrary: (i) all discovery shall be completed within 60 days after the appointment of the Arbitration Panel; (ii) each party shall be limited to a maximum of 5 depositions; (iii) each deposition shall be completed within a maximum period of two consecutive 8-hour days; (iv) each party shall be limited to 2 expert witnesses; and (v) interrogatories shall be limited to a maximum of 50 single issues without sub-parts. The City and the Authority waive any claim to any damages in the nature of punitive, exemplary or statutory damages in excess of compensatory damages or otherwise expressly provided for

herein, and the Arbitration Panel is specifically divested of any power to award such damages. The Arbitration Panel shall have the power to award injunctive or other equitable relief. All decisions of the Arbitration Panel shall be pursuant to a majority vote. Any interim or final award shall be rendered by written decision.

(e) If either the City or the Authority fails to appoint its arbitrator within 15 days after delivery of a notice of arbitration, or if the two arbitrators appointed cannot agree upon the third arbitrator within 15 days after appointment of the second arbitrator, then the required arbitrator(s) shall be appointed by the American Arbitration Association or as otherwise agreed by the City and the Authority.

(f) No arbitrator shall be a past or present employee or agent of, or consultant or counsel to, either the City or the Authority or any affiliate of either the City or the Authority.

(g) The Authority and the City shall each bear the out-of-pocket costs and expenses of their respective arbitrator, attorneys and witnesses, and they shall each bear one-half of the out-of-pocket costs and expenses of the chairperson of the Arbitration Panel and all administrative support for the arbitration.

SECTION 8.3 Appeals of Arbitration Awards and Decisions. The City or the Authority may appeal an award or decision issued by the Arbitration Panel for the reasons set forth in Section 23 of Act 371 (MCL 691.1703).

SECTION 8.4 Enforcement of Arbitration Awards and Decisions. The City or the Authority may enforce any awards or decisions of the Arbitration Panel issued under Section 8.2 pursuant to Section 22 of Act 371 (MCL 691.1702). The remedies provided in this Article VIII shall be the sole and exclusive remedies of the parties with respect to any claim, dispute or Event of Default under this Lease. The City and the Authority agree not to bring, or cause to be brought, in a court of law any action, proceeding or cause of action whatsoever with respect to any such claim, dispute or Event of Default, other than as necessary to enforce the award or decision of the Arbitration Panel as provided in this Section 8.4.

ARTICLE IX - MISCELLANEOUS

SECTION 9.1 Entry. The City, through its officers, agents, or employees, shall have the right to enter upon and inspect any of the Leased Sewer Facilities at such reasonable times upon reasonable notice as the City and the Authority may select for the purpose of verifying the Authority's compliance with its obligations under this Lease.

SECTION 9.2 Amendment to Lease. This Lease may be amended from time to time by agreement of the City and the Authority. Any such amendment shall not be effective unless the amendment is in writing and is executed by the Mayor of the City and the duly authorized officers of the Authority; provided, however, that this Lease shall not be subject to any amendment which would in any manner affect either the security for the Bonds or the prompt payment of the principal of and interest thereon.

SECTION 9.3 No Personal Liability. The covenants and obligations made, assumed by or imposed upon the City and the Authority in this Lease are those of the City or the Authority

and not of any agent, officer or employee of the City or any trustee, agent, officer or employee of the Authority in his or her individual capacity and no recourse shall be had for the payment of the Lease Payment or any other moneys required to be paid by this Lease or for the performance of any other obligation required of the City or the Authority under this Lease against any agent, officer or employee of the City or any trustee, agent, officer or employee of the Authority or any person executing or attesting to this Lease or the Master Bond Ordinance so long as such agent, officer or employee of the City or trustee, agent, officer or employee of the Authority or person executing or attesting to this Lease or the Master Bond Ordinance is acting in good faith and within the duly authorized scope of his or her duties.

SECTION 9.4 Notices. All notices, certificates or other communications under this Lease shall be sufficiently given when mailed by registered or certified mail, postage prepaid, return receipt requested, addressed to the City and the Authority, as the case may be, at the City's Address and the Authority's Address, respectively. The City and the Authority may by written notice designate any further or different addresses to which subsequent notices, certificates or communications shall be sent.

SECTION 9.5 Entire Agreement. This Lease contains all agreements between the parties with respect to the Leased Sewer Facilities, and there are no other representations, warranties, promises, agreements or understandings, oral, written or inferred, between the parties, unless reference is made thereto herein.

SECTION 9.6 Severability. If any clause, provision or section of this Lease shall be ruled invalid or unenforceable by any court of competent jurisdiction, the invalidity or unenforceability of such clause, provision or section shall not affect any of the remaining clauses, provisions or sections hereof.

SECTION 9.7 No Assignment. Neither party may assign this Lease or any of its rights hereunder.

SECTION 9.8 Force Majeure. Any delay or failure in the performance by either party hereunder shall be excused if and to the extent caused by the occurrence of a Force Majeure event. For purposes of this Lease, Force Majeure shall mean a cause or event that is not reasonably foreseeable or otherwise caused by or under the control of the party claiming Force Majeure, including acts of God, fires, floods, explosions, riots, wars, tornado, sabotage, terrorism, vandalism, accident, restraint of government, governmental acts, injunctions, labor strikes, other than those of the claiming party or its suppliers, that prevent the claiming party from furnishing the materials or equipment, and other like events that are beyond the reasonable anticipation and control of the party affected thereby, despite such party's reasonable efforts to prevent, avoid, delay, or mitigate the effect of such acts, events or occurrences, and which events or the effects thereof are not attributable to a party's failure to perform its obligations under this Lease.

SECTION 9.9 Execution in Counterparts. This Lease may be executed in several counterparts, each of which shall be an original and all of which shall constitute the same instrument.

SECTION 9.10 Waiver. The waiver by the City of any breach by the Authority of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach of the same or any other term, covenant or condition hereof. The waiver by the Authority of any breach by the City of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach of the same or any other term, covenant or condition hereof.

SECTION 9.11 Captions. The captions or headings in this Lease are for convenience only and in no way define, limit the scope or intent of any provision of this Lease.

SECTION 9.12 Applicable Law. This Lease shall be governed in all respects, whether as to validity, construction, performance or otherwise, by the laws of the State.

SECTION 9.13 Quiet Enjoyment. The City covenants that the Authority, upon compliance with the terms of this Lease, shall peacefully and quietly have and hold and enjoy the Leased Sewer Facilities for the term herein provided, subject to any and all rights of the City under this Lease.

SECTION 9.14 Binding Effect. This Lease shall inure to the benefit of and be binding upon the respective parties hereto and their successors.

IN WITNESS WHEREOF, the City and Authority, by and through their duly authorized officers and representatives, have executed this Agreement as of the date first written above, pursuant to and in accordance with the Act.

GREAT LAKES WATER AUTHORITY

By: _____
Name: Robert J. Daddow
Title: Chairperson

By: _____
Name: Isaiah McKinnon
Title: Secretary

CITY OF DETROIT

By: _____
Name: Michael E. Duggan
Title: Mayor

Approved by Financial Review Commission

Date: May 18, 2015

SCHEDULE A

LEASED SEWER FACILITIES

Real Property: The Real Property shall include the following described land, buildings, basins, pump stations, outfalls, storage facilities, other structures, improvements, easements, access rights, rights of way, permits and leases, together with all other easements, access rights, rights of way, permits, licenses and leases related thereto and not set forth in this Schedule A, and shall also include the buildings, basins, pump stations, outfalls, storage facilities, screens, meters, control gates, interceptors and collection lines set forth in Figure 1 to this Schedule A and all appurtenances related thereto. The Real Property shall also include certain areas of the buildings located at 735 Randolph Street and 6425 Huber Avenue in the City of Detroit that will be made available as work space and leased to the Authority, such areas to be set forth in an amendment to this Schedule A to be executed by the Director of DWSD and the Mayor of the City or his designee and the Director and the Chairperson of the Authority on or prior to the Effective Date.

Schedule A: Real Property SEWER

Name of Project	**Property ID**	**Property Name**	**Address**	**City**	**Zip Code**	**County**
CSO		B001	14728 E. Jefferson	Detroit	48214	Wayne
CSO		B001	14737 E. Jefferson	Detroit	48214	Wayne
CSO		B056	16500 Tireman	Detroit	48228	Wayne
CSO		B036, B37, B38, B39, B40, B41	168 S. Morrell	Detroit	48209	Wayne
CSO		B036, B37, B38, B39, B40, B41	194 S. Morrell	Detroit	48209	Wayne
CSO		B036, B37, B38, B39, B40, B41	260 S. Morrell	Detroit	48209	Wayne
CSO		B036, B37, B38, B39, B40, B41	321 S. Junction	Detroit	48209	Wayne
CSO		B036, B37, B38, B39, B40, B41	325 S. Junction	Detroit	48209	Wayne
CSO		B036, B37, B38, B39, B40, B41	402 S. Junction	Detroit	48209	Wayne
CSO		B036, B37, B38, B39, B40, B41	415 S. Junction	Detroit	48209	Wayne
CSO		B036, B37, B38, B39, B40, B41	421-423 S. Junction	Detroit	48209	Wayne
CSO		B036, B37, B38, B39, B40, B41	427 S. Junction	Detroit	48209	Wayne

CSO		B036, B37, B38, B39, B40, B41	436 S. Junction	Detroit	48209	Wayne
CSO		B036, B37, B38, B39, B40, B41	502 S. Junction	Detroit	48209	Wayne
CSO		B036, B37, B38, B39, B40, B41	512 S. Junction	Detroit	48209	Wayne
CSO		B036, B37, B38, B39, B40, B41	520 S. Junction	Detroit	48209	Wayne
CSO		B036, B37, B38, B39, B40, B41	5630 Reeder	Detroit	48209	Wayne
CSO		B036, B37, B38, B39, B40, B41	5637 Reeder	Detroit	48209	Wayne
CSO		B036, B37, B38, B39, B40, B41	5638 Reeder	Detroit	48209	Wayne
CSO		B036, B37, B38, B39, B40, B41	5644 Reeder	Detroit	48209	Wayne
CSO		B036, B37, B38, B39, B40, B41	5648 Reeder	Detroit	48209	Wayne
CSO		B036, B37, B38, B39, B40, B41	5649 Harvey	Detroit	48209	Wayne
CSO		B036, B37, B38, B39, B40, B41	5653 Harvey	Detroit	48209	Wayne
CSO		B036, B37, B38, B39, B40, B41	5654 Reeder	Detroit	48209	Wayne
CSO		B036, B37, B38, B39, B40, B41	5660 Reeder	Detroit	48209	Wayne
CSO		B036, B37, B38, B39, B40, B41	5661 Harvey	Detroit	48209	Wayne
CSO		B036, B37, B38, B39, B40, B41	5664 Reeder	Detroit	48209	Wayne
CSO		B036, B37, B38, B39, B40, B41	5672 Reeder	Detroit	48209	Wayne
CSO		B036, B37, B38, B39, B40, B41	5674 Reeder	Detroit	48209	Wayne
CSO		B036, B37, B38, B39, B40, B41	5677 Reeder	Detroit	48209	Wayne
CSO Basin		Conner Creek	11900 Freud	Detroit	48215	Wayne
CSO Basin		Oakwood	12325 Pleasant	Detroit	48217	Wayne
CSO Basin		Oakwood	12333 Pleasant	Detroit	48217	Wayne
CSO Basin		Oakwood	12343 Pleasant	Detroit	48217	Wayne
CSO Basin		Oakwood	12401 & 12407 Pleasant	Detroit	48217	Wayne
CSO Basin		Seven Mile	19610 Shiawassee	Detroit	48219	Wayne
CSO Basin		Leib	2179 Meldrum	Detroit	48207	Wayne
CSO Basin		Leib	2183 Meldrum	Detroit	48207	Wayne
CSO Basin		Leib	2189 Meldrum	Detroit	48207	Wayne
CSO Basin		Leib	2198 Meldrum	Detroit	48207	Wayne
CSO Basin		Leib	2198 Mt.	Detroit	48207	Wayne

			Elliott			
CSO Basin		Leib	2207 Meldrum	Detroit	48207	Wayne
CSO Basin		Leib	2211 Meldrum	Detroit	48207	Wayne
CSO Basin		Leib	2219 Meldrum	Detroit	48207	Wayne
CSO Basin		Seven Mile	23500 W. Seven Mile Rd.	Detroit	48219	Wayne
CSO Basin		Puritan Fenkell	23701 Fenkell	Detroit	48223	Wayne
CSO Basin		Puritan Fenkell	23740 Fenkell	Detroit	48223	Wayne
CSO Basin		Puritan Fenkell	23860 Fenkell	Detroit	48223	Wayne
CSO Basin		Leib	6325 Kercheval	Detroit	48207	Wayne
CSO Basin		Leib	6331 Kercheval	Detroit	48207	Wayne
CSO Basin		Leib	6337 Kercheval	Detroit	48207	Wayne
CSO Basin		Oakwood	700 S. Liddesdale	Detroit	48217	Wayne
CSO Basin		Oakwood	714 S Liddesdale	Detroit	48217	Wayne
CSO Basin		Oakwood	715 S. Liddesdale	Detroit	48217	Wayne
CSO Basin		Oakwood	726 S. Liddesdale	Detroit	48217	Wayne
CSO Basin		Oakwood	727 S. Liddesdale	Detroit	48217	Wayne
CSO Basin		Oakwood	733 S. Liddesdale	Detroit	48217	Wayne
CSO Basin		Oakwood	750 S. Liddesdale	Detroit	48217	Wayne
CSO Basin		Oakwood	751 S. Liddesdale	Detroit	48217	Wayne
CSO Basin		Oakwood	756 S. Liddesdale	Detroit	48217	Wayne
CSO Basin		Oakwood	762 Liddesdale	Detroit	48217	Wayne
CSO Basin		Oakwood	763 S. Liddesdale	Detroit	48217	Wayne
CSO Basin		Oakwood	780 S. Liddesdale	Detroit	48217	Wayne
CSO Basin		Oakwood	792 S. Liddesdale	Detroit	48217	Wayne
CSO Basin		Oakwood	804 S. Liddesdale	Detroit	48217	Wayne
CSO Basin		Oakwood	820 S. Liddesdale	Detroit	48217	Wayne
CSO Basin		Oakwood	826 S. Liddesdale	Detroit	48217	Wayne
CSO Basin		Oakwood	832 S. Liddesdale	Detroit	48217	Wayne
CSO Basin		Oakwood	838 S Liddesdale	Detroit	48217	Wayne
CSO Outfall		B067	12600 Dolson	Detroit	48223	Wayne

CSO Outfall		B067	12606 Dolson	Detroit	48223	Wayne
CSO Outfall		B067	12612 Dolson	Detroit	48223	Wayne
CSO Outfall		B067	12618 Dolson	Detroit	48223	Wayne
CSO Outfall		B067	12626 Dolson	Detroit	48223	Wayne
CSO Outfall		B067	12632 Dolson	Detroit	48223	Wayne
CSO Outfall		B067	12750 Lahser	Detroit	48223	Wayne
CSO Outfall		B001	14742 E. Jefferson	Detroit	48215	Wayne
CSO Outfall		B056	7807 Spinoza	Detroit	48228	Wayne
CSO Outfall		B054	21800 W. Warren	Detroit	48228	Wayne
CSO Outfall		B054	21800 W. Warren	Detroit	48239	Wayne
CSO Outfall		B069	22301 Schoolcraft	Detroit	48223	Wayne
CSO Outfall		B064	22340 Plymouth	Detroit	48239	Wayne
CSO Outfall		B069, B070	22301 Schoolcraft	Detroit	48223	Wayne
CSO Outfall		B056	7807 Spinoza	Detroit	48228	Wayne
ISD		ISD-002	7833 Wetherby	Detroit	48210	Wayne
ISD		ISD-003	9137 Livernois	Detroit	48204	Wayne
ISD, PG, Level		ISD-006, PG002, L107	4233 Fourth	Detroit	48201	Wayne
ISD, PG, Level		ISD-006, PG002, L107	4245 Fourth	Detroit	48201	Wayne
Levels		L146	774 S. Liddesdale	Detroit	48217	Wayne
Other Holdings/OUT-CITY	PC-261 P-1	Vacant Land.	Garfield & Clinton River	Clinton Twp.		Macomb
Other Holdings/OUT-CITY	PC-262 P-2	Vacant Land.	14 Mile & Edison Corridor	Sterling Heights		Macomb
Other Holdings/OUT-CITY	PCI-243 P-1	Vacant Land Sewage Lift Station	Dequindre & Avon	Avon Twp.		Oakland
Other Holdings/OUT-CITY	PCI-9 P-6	Easement for sewer retained in sale of DWSD property to MDOT. See Job #94-22.	Utica at M-59	Utica		Macomb
Pollution Control	PC-401	Inflow Abatement Facilities. Project includes work at 34 sites within City of Detroit.		Detroit		Wayne
Pollution Control	PC-665	WWTP Pump ST A 2 Project. Includes tunnel and ash pipelines, track relocation and license for at grade crossing. See Job #s 87-21, 89-1 , & 89-44.		Detroit		Wayne

Pollution Control	PC-263 P-1	10' Easement for sewer by AWO. (Detroit Board of Education - Taft Jr. High). Contract for Sewer		Detroit		Wayne
Pollution Control	PC-263A P-1	10' Easement for sewer by AWO. (Detroit Board of Education - Taft Jr. High)		Detroit		Wayne
Pollution Control	PC-263A P-1	10' Easement for sewer by AWO. (Detroit Board of Education - Taft Jr. High)		Detroit		Wayne
Pollution Control	PC-263A P-1	10' Easement for sewer by AWO. (Detroit Board of Education - Taft Jr. High)		Detroit		Wayne
Pollution Control	PC-662 663	General file for Sewer Repair at Gratiot and Mt. Elliott and 7 Mile and Van Dyke. Contains Business interruption Lawsuit, Easements, Claims, Correspondence Leases etc. See 90-09 and 90-15		Detroit		Wayne
Pollution Control	'PCS·29	Proposed Flora Street Sewer Repair (Detroit) file indicates work never started. See Job #'s 74-.6 & 88-4		Detroit		Wayne
ISD007	ISD007	ISD007	1100 Atkinson St	Detroit	48202	Wayne
ISD008	ISD008	ISD008	12500 Hamilton Ave	Highland Park	48203	Wayne
CSO Outfall	B067	B-67, Lahser Rd. & Dolson Outfall Sites	12540 Lahser Rd.	Detroit	48219	Wayne
CSO Outfall	B080/B081	B-80, B-81 Outfall Sites & Lot across street included	22701 West McNichols	Detroit	48219	Wayne
CSO Outfall	B077	B-77 Puritan East of Rouge River Outfall Sites	23510 Puritan	Detroit	48238	Wayne
ISD	ISD004	ISD004	5600 Joy Road	Detroit	48204	Wayne
CSO Outfall	B056	B-56 Tireman East of Rouge River Outfall Sites	7807 Spinoza	Detroit	48228	Wayne
ISD	ISD002	ISD002	7840 Wetherby St	Detroit	48210	Wayne
ISD	ISD011	ISD011	9020 Conant St	Hamtramck	48212	Wayne
ISD	ISD003	ISD003	9055 Livernois Ave	Detroit	48204	Wayne

CSO Outfall	B060	B-60 West Chicago East of Rouge River Outfall Sites	9342 Spinoza	Detroit	48228	Wayne
CSO Outfall	B071/B072	B071/B072 Lyndon East of Rouge River outfall Sites	22650 Lyndon	Detroit	48223	Wayne
Valve Remote/Flow Control Gate	VR-14	VR-14 8 Mile & Southfield Sluice Gate	18141 Westhaven	Southfield	48075	Oakland
Valve Remote/Flow Control Gate	VR-8	VR-8 Hubbell & Southfield Sluice Gate	17301 Michigan	Dearborn	48126	Wayne
Valve Remote/Flow Control Gate	VR-9	VR-9 Warren & Pierson Sluice Gate	20650 W. Warren	Detroit	48228	Wayne
Pollution Control Interceptors	PCI-22 P-1			Dearborn		Wayne
Pollution Control Interceptors	PCI-22 P-1			Dearborn		Wayne
Pollution Control Interceptors	PCI-22 P-1	12'-Foot Easement		Dearborn		Wayne
Pollution Control Interceptors	PCI-22 P-1	An Easement for Water Main		Dearborn		Wayne
Pollution Control Interceptors	PCI-22 P-10B	license agreement for private grade crossing on Conrail property and a lease of Conrail delta triangle for DWSD facilities in connection with WWTP operations		Detroit		Wayne
Pollution Control Interceptors	PCI General	General file for pollution control Interceptor sewer projects. Agreements with various city and county agencies for sewer work.				
Pollution Control Interceptors	PCl-21 P-1	30' Easement for sewer by AWO.		Detroit		Wayne
Pollution Control Interceptors	PCI-21 P-1	30' Easement for sewer by AWO.		Detroit		Wayne
Pollution Control Interceptors	PCI-21 P-1	30' Easement for sewer by AWO.		Detroit		Wayne
Pollution Control Interceptors	PCI-21 P-1	30' Wide Permanent Water Board Easement		Detroit		Wayne
Pollution Control Interceptors	PCI-21 P-2	Easement for sewer by AWO.		Detroit		Wayne
Pollution Control Interceptors	PCI-21 P-2	Easement for sewer by AWO.		Detroit		Wayne
Pollution Control Interceptors	PCI-21 P-2	Easement for sewer by AWO.		Detroit		Wayne
Pollution Control Interceptors	PCI-21 P-2	Easement for sewer by AWO.		Detroit		Wayne

Pollution Control Interceptors	PCI-21 P-2	Easement for sewer by AWO.		Detroit		Wayne
Pollution Control Interceptors	PCI-21 P-2	Easement for sewer by AWO.		Detroit		Wayne
Pollution Control Interceptors	PCI-21 P-2	Easement for sewer by AWO.		Detroit		Wayne
Pollution Control Interceptors	PCI-21 P-2	Easement for sewer by AWO.		Detroit		Wayne
Pollution Control Interceptors	PCI-21 P-2	Easement for sewer by AWO.		Detroit		Wayne
Pollution Control Interceptors	PCI-21 P-3	30' Easement for sewer by AWO.		Detroit		Wayne
Pollution Control Interceptors	PCI-21 P-3	30' Easement for sewer by AWO.		Detroit		Wayne
Pollution Control Interceptors	PCI-21 P-3	30' Easement for sewer by AWO.		Detroit		Wayne
Pollution Control Interceptors	PCI-21 P-3	30' Easement for sewer by AWO.		Detroit		Wayne
Pollution Control Interceptors	PCI-21 P-3	30' Easement for sewer by AWO.		Detroit		Wayne
Pollution Control Interceptors	PCI-21 P-3	30' Easement for sewer by AWO.		Detroit		Wayne
Pollution Control Interceptors	PCI-21 P-3	30' Easement for sewer by AWO.		Detroit		Wayne
Pollution Control Interceptors	PCI-21 P-3	30' Easement for sewer by AWO.		Detroit		Wayne
Pollution Control Interceptors	PCI-21 P-3	30' Easement for sewer by AWO.		Detroit		Wayne
Pollution Control Interceptors	PCI-21 P-3	30' Easement for sewer by AWO.		Detroit		Wayne
Pollution Control Interceptors	PCI-21 P-4	License agreement for sewer from Penn Central RR.		Detroit		Wayne
Pollution Control Interceptors	PCI-21 P-5	30ft wide Permanent Easement		Detroit		Wayne
Pollution Control Interceptors	PCI-21 P-5	30' Easement for sewer by AWO.		Detroit		Wayne
Pollution Control Interceptors	PCI-21P-3	30' Easement for sewer by AWO.		Detroit		Wayne
Pollution Control Interceptors	PCI-22 P-1	Irregular shaped easement for sewer by AWO.	229 Harbaugh	Detroit		Wayne
Pollution Control Interceptors	PCI-22 P-1	Irregular shaped easement for sewer by AWO.	229 Harbaugh	Detroit		Wayne
Pollution Control Interceptors	PCI-22 P-1	Irregular shaped easement for sewer by AWO.	229 Harbaugh	Detroit		Wayne
Pollution Control Interceptors	PCI-22 P-1	Irregular shaped easement for sewer by AWO.	229 Harbaugh	Detroit		Wayne

Pollution Control Interceptors	PCI-22 P-10A	Purchase of railroad property for sewer. AKA Delta Spur.		Detroit		Wayne
Pollution Control Interceptors	PCI-22 P-10A	Purchase of railroad property for sewer. AKA Delta Spur.		Detroit		Wayne
Pollution Control Interceptors	PCI-22 P-11	20' Easement for sewer by AWO.		Detroit		Wayne
Pollution Control Interceptors	PCI-22 P-11	20' Easement for sewer by AWO.		Detroit		Wayne
Pollution Control Interceptors	PCI-22 P-2	Irregular shaped easement for sewer by AWO.		Detroit		
Pollution Control Interceptors	PCI-22 P-3	Triangular easement for sewer by AWO.		Detroit		Wayne
Pollution Control Interceptors	PCI-22 P-4	Irregular shaped easement for sewer by AWO.		Detroit		Wayne
Pollution Control Interceptors	PCI-22 P-4	Irregular shaped easement for sewer by AWO.		Detroit		Wayne
Pollution Control Interceptors	PCI-22 P-4	Irregular shaped easement for sewer by AWO.		Detroit		Wayne
Pollution Control Interceptors	PCI-22 P-4	Irregular shaped easement for sewer by AWO.		Detroit		Wayne
Pollution Control Interceptors	PCI-22 P-4	Irregular shaped easement for sewer by AWO.		Detroit		Wayne
Pollution Control Interceptors	PCI-22 P-4	Irregular shaped easement for sewer by AWO.		Detroit		Wayne
Pollution Control Interceptors	PCI-22 P-4	Irregular shaped easement for sewer by AWO.		Detroit		Wayne
Pollution Control Interceptors	PCI-22 P-4	Irregular shaped easement for sewer by AWO.		Detroit		Wayne
Pollution Control Interceptors	PCI-22 P-4	Irregular shaped easement for sewer by AWO.		Detroit		Wayne
Pollution Control Interceptors	PCI-22 P-4	Irregular shaped easement for sewer by AWO.		Detroit		Wayne
Pollution Control Interceptors	PCI-22 P-4	Irregular shaped easement for sewer by AWO.		Detroit		Wayne
Pollution Control Interceptors	PCI-22 P-5	Irregular shaped easement for sewer by AWO.		Detroit		Wayne
Pollution Control Interceptors	PCI-22 P-5	Irregular shaped easement for sewer by AWO.		Detroit		Wayne

Pollution Control Interceptors	PCI-22 P-5	Irregular shaped easement for sewer by AWO.		Detroit		Wayne
Pollution Control Interceptors	PCI·22 P·6	Easement for sewer under railroad by AWO.		Detroit		Wayne
Pollution Control Interceptors	PCI-22 P·7	30' easement for sewer by AWO.		Detroit		Wayne
Pollution Control Interceptors	PCI-22 P-7	30' easement for sewer by AWO.		Detroit		Wayne
Pollution Control Interceptors	PCI-22 P-7	30' easement for sewer by AWO.		Detroit		Wayne
Pollution Control Interceptors	PCI-22 P-7 8	Easement for sewer by AWO.		Detroit		Wayne
Pollution Control Interceptors	PCI-22 P-8	Easement for sewer by AWO.		Detroit		Wayne
Pollution Control Interceptors	PCI-22 P-9	Easement for sewer under railroad by AWO.		Detroit		Wayne
Pollution Control Interceptors	PCI-48 P-13	7.5' Easement for sewer replacement by AWO. Also see Job# 83-8 encroachment		Detroit		Wayne
Pollution Control Interceptors	PCI-48 P-14	7.5' Easement for sewer replacement by AWO.		Detroit		Wayne
Pollution Control Interceptors	PCI-48 P-15	7 .5' Easement for sewer replacement by AWO. Also see Job #87-77 encroachment		Detroit		Wayne
Pollution Control Interceptors	PCI-48 P-16	7.5' Easement for sewer replacement by AWO.		Detroit		Wayne
Pollution Control Interceptors	PCI-48 P-17	7.5' Easement for sewer replacement by AWO.		Detroit		Wayne
Pollution Control Interceptors	PCI-48 P-18	7.5' Easement for sewer replacement by AWO.		Detroit		Wayne
Pollution Control Interceptors	PCI-48 P-19	7.5' Easement for sewer replacement by AWO. Also see Job #83-7 encroachment		Detroit		Wayne
Pollution Control Interceptors	PCI-48 P-20	7.5' Easement for sewer replacement by AWO.		Detroit		Wayne
Pollution Control Interceptors	PCI-48 P-22	7.5' Easement for sewer replacement by AWO. Also see Job #87-79 encroachment		Detroit		Wayne
Pollution Control Interceptors	PCI-48 P·23	7.5' Easement for sewer replacement by AWO.		Detroit		Wayne
Pollution Control Interceptors	PCI-48 P-24	7.5' Easement for sewer replacement by AWO.		Detroit		Wayne
Pollution Control Interceptors	PCI-48 P-25	7.5' Easement for sewer replacement by AWO.		Detroit		Wayne

Pollution Control Interceptors	PCI-48 P-26	7.5' Easement for sower replacement by AWO. Also see Job #84-4 encroachment		Detroit		Wayne
Pollution Control Interceptors	PCI-48 P-27	7.5' Easement for sewer replacement by AWO. City owned land. No agreement on file		Detroit		Wayne
Pollution Control Interceptors	PCI-5 P-1	20' Underground sewer easement by agreement with Grand Trunk Western Railroad Company. Original easement granted under old project #PE-1.		Detroit and Warren		Wayne and Macomb.
Pollution Control Interceptors	PCI-5 P·1B	Irregular shaped easement for sewer by AWO. Original easement granted under old #PE-13.		Detroit		Wayne
Pollution Control Interceptors	PC-263 P-1	10' Easement for sewer by AWO. (Detroit Board of Education - Taft Jr. High)		Detroit		Wayne
Pollution Control System	PCS-40	Rivard Relief Sewer Request for easement In Finney High School Property		Detroit		Wayne
Pollution Control System	PCS-48	General file for lateral sewer replacement. Contains Maps, Plans, Design, and Correspondence. Easement needed Is 7.5 ft. per lot for a total 15 foot easement		Detroit		Wayne
Pollution Control System	PCS-48 P·10	7.5' Easement for sower repair/replaced by AWO.		Detroit		Wayne
Pollution Control System	PCS-48 P·11	7.5' Easement for sewer repair/replaced by AWO.		Detroit		Wayne
Pollution Control System	PCS-48 P·12	7.5' Easement for sewer replacement by AWO.		Detroit		Wayne
Pollution Control System	PCS-48 P·6	7.5' Easement for sewer replacement by AWO. See also Job #84-11. Encroachment for orange.		Detroit		Wayne
Pollution Control System	PCS-48 P-9	7.5' Easement for sewer repair/replaced by AWO.		Detroit		Wayne
Pollution Control System	PCS-48 P-1	7.5' Easement for sewer repair by AWO. No formal agreement In file. City owned property.		Detroit		Wayne

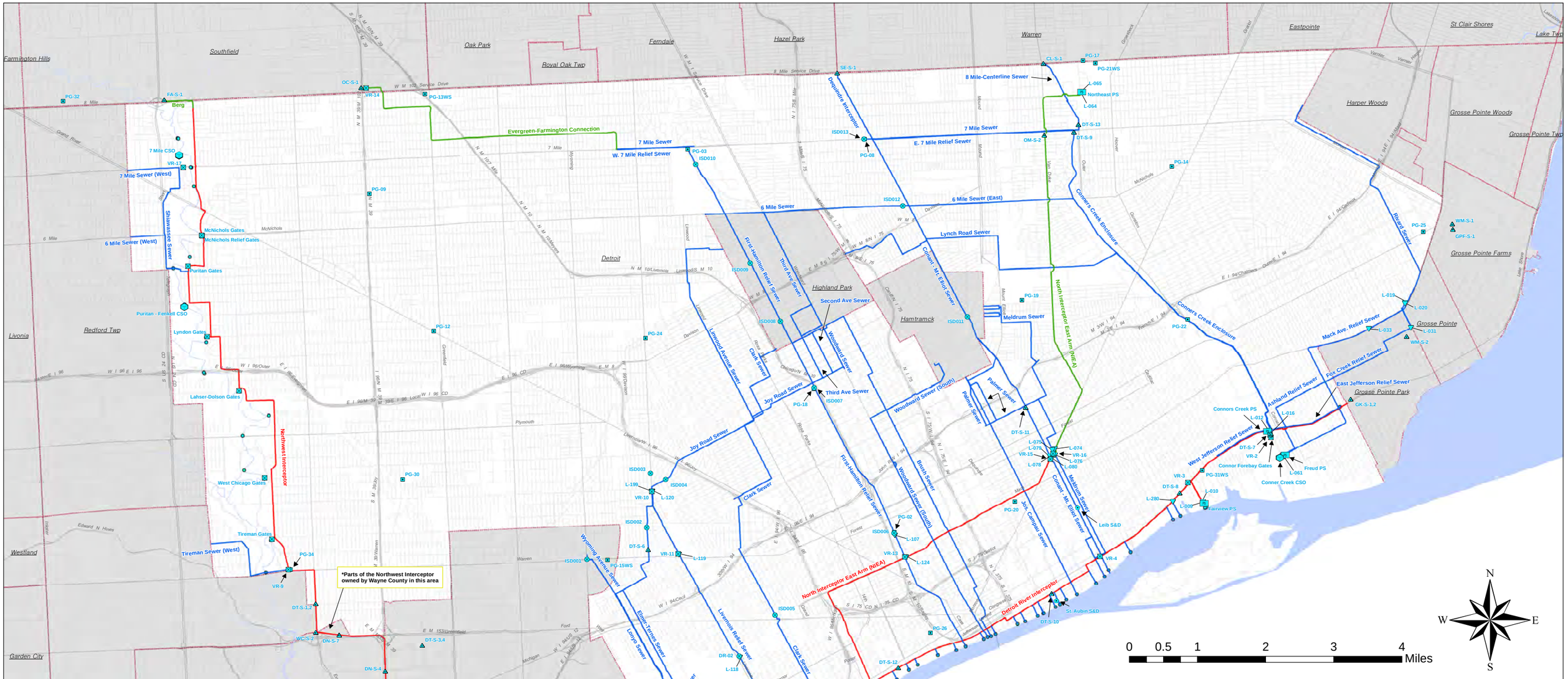
Pollution Control System	PCS-48 P·2	7.6' Easement for sewer repair by AWO. No formal agreement in file. City owned property.		Detroit		Wayne
Pollution Control System	PCS-48 P-3	7.5' Easement for sewer repair/replaced by AWO. Also see Job #83-4. Encroachment for garage.		Detroit		Wayne
Pollution Control System	PCS-48 P-4	7.5' Easement for sewer repair/replaced by AWO.		Detroit		Wayne
Pollution Control System	PCS-48 P-5	7.5' Easement for sewer replacement by AWO. See also Job #84-11. Encroachment for garage		Detroit		Wayne
Pollution Control System	PCS-48 P-6	7.5' Foot Permanent Easement				Wayne County
Pollution Control System	PCS-48 P-7	7.5' Easement for sewer repair/replaced by AWO.		Detroit		Wayne
Pollution Control System	PCS-48 P-8	7.5' Easement for sewer repair/replaced by AWO.		Detroit		Wayne
Pollution Control System	PCS-48 P-9 P-10	7.5 Foot Permanent Easement.		Detroit		Wayne County
Precipitation Gauge		PG014	13297 E. McNichols	Detroit	48219	Wayne
Precipitation Gauge		PG014	17109 Hickory	Detroit	48205	Wayne
Railroad Agreements	Conrail	License Agreement for Meter Control Facility.		Shelby Township		Macomb
Railroad Agreements	Conrail	Old Penn Central License Agreement (now owned by Conrail) for sewer crossing under tracks. See PCI-9, P-7		Utica		Macomb
Railroad Agreements	Conrail	1989 Agreement for relocation of Delta Spur in WWTP during DWSD construction. AKA Job# 89-1,87-21,89-44 and ST A. 200.		Detroit		Wayne
Railroad Agreements	Delray Con	Agreement for road purposes at WWTP.		Detroit		Wayne
Railroad Agreements	Grand Trunk	Assignment to DWSD of License Agreements, {2) formerly held by Detroit and' Toledo Shoreline RR now merged Into Grand Trunk Western RR Company		Trenton & Riverview		Wayne

Railroad Agreements	Conrail	Consolidation of 5 separate license agreements into one grant of easement with a one time payment of $9,297 to allow DWSD facilities. AKA Job #94-42		Detroit, Utica & Riverview		Wayne & Macomb
Railroad Agreements	Detroit Terminal Railroad Co.	4 Leases to cross. Lease #60 (Grace Street, West of French), #93 (Conner Creek, West of Conner) #1102 (Springwells Plant)#1243, (South of Freud, between St. Jean & Lycaste).		Detroit		Wayne
Railroad Agreements	Detroit Terminal Railroad Co.	Agreement for crossing under tracks In 2 locations. 1. Knodell Street, 2. Devineave.		Detroit		Wayne
Railroad Agreements	Grand Trunk	JCC Journal of Council approval of petition from GTWRR to vacate certain streets & alleys while granting DWSD easements rights. JCC PP-1737-40 6-10-41.		Detroit		Wayne
Railroad Agreements	Grand Trunk	License Agreement for sewer replacement In Savannah and Margaret Streets. AKA PCS-52B. RR LA #51-106		Detroit		Wayne
Railroad Agreements	Grand Trunk	License Agreement (1920) for 36" sewer crossing tracks.		Detroit		Wayne
Railroad Agreements	Grand Trunk	4 Sewers crossing former GTW yard on Atwater Rivard Street 5' cyl, Schweizer PL. 5' cyl, St. Antoine 5' cyl, St. Antoine 24"pipe.		Detroit		Wayne
Railroad Agreements	Grand Trunk	Easement from DWSD to GTWRR at I North Yard		Detroit		Wayne
Railroad Agreements	Railroad A	General file. Underlined or miscellaneous document only				
Sewage Treatment Plants	STA 200	Waste Water Treatment Plant-Sewage	9300 W. Jefferson	Detroit	48217	Wayne
Sewage Treatment Plants	STA 201	Waste Water Marine Terminal Annex. Dechlorination Facility. Refer to CS-1150, PC-693 & PC-709.	9401 W. Jefferson	Detroit		Wayne
Sewer Meter		SM38	1990 E. E. Avon Rd.	Rochester Hills	48307	Oakland

Sewerage Stations, Basins and Backwater Gates	STA 211	Conner Creek Sewage Pumping Station	12244 E. Jefferson	Detroit	48215	Wayne
Sewerage Stations, Basins and Backwater Gates	STA 212	Fairview Sewage Pumping Station	202 Parkview	Detroit	48214	Wayne
Sewerage Stations, Basins and Backwater Gates	STA 214	Oakwood Sewage Pumping Station	12330 Sanders	Detroit	48217	Wayne
Sewerage Stations, Basins and Backwater Gates	STA 220	Fox Creek Sewage Backwater Gates	14741 E. Jefferson	Detroit	48215	Wayne
Sewerage Stations, Basins and Backwater Gates	STA 221	Freud Sewage Pumping Station	12300 Freud	Detroit	48215	Wayne
Sewerage Stations, Basins and Backwater Gates	STA 222	Northeast Sewage Pumping Station	11000 E. 8 Mile	Detroit	48205	Wayne
Sewerage Stations, Basins and Backwater Gates	STA 227	Southfield/Hubbell Sewage Backwater Gate	16450 Rotunda	Dearborn		Wayne
Sewerage Stations, Basins and Backwater Gates	STA 300	Detention Basin Baby Creek	9545 Dix Rd.	Dearborn		Wayne
Sewerage Stations, Basins and Backwater Gates	STA 301	Detention Basin Detroit 7 Mile/Shiawassee.	19272 Shiawassee	Detroit		Wayne
Sewerage Stations, Basins and Backwater Gates	STA 302	Detention Basin Detroit Puritan/Fenkell .	23673 Fenkell (Located inside Eliza Howell Park)	Detroit		Wayne
Sewerage Stations, Basins and Backwater Gates	STA 303	Lieb Outfall Basin Facility.	2188 Mt. Elliott	Detroit		Wayne
Sewerage Stations, Basins and Backwater Gates	STA 304	St Aubin/Chene Outfall Basin Facility. Screening and Disinfection Building for CSO.	2200 Atwater	Detroit		Wayne
Sewerage Stations, Basins and Backwater Gates	STA 305	Conner Creek Basin Facility.				Wayne
Waste Water Treatment Plant		Bio Solids Dryer Facility	9125 W. Jefferson	Detroit	48209	Wayne

Waste Water Treatment Plant		WWTP	9040 W. Jefferson	Detroit	48209	Wayne
Waste Water Treatment Plant		WWTP	9133 W. Jefferson	Detroit	48209	Wayne
Waste Water Treatment Plant		WWTP	9650 W. Jefferson	Detroit	48209	Wayne
Yards and Offices	STA 405	Livernois Office.	303 Livernois	Detroit	48209	Wayne
Railroad Agreements	Grand Trunk	License Agreement for sewer replacement In Savannah and Margaret Streets. AKA PCS-52B. RR LA #51-106		Detroit		Wayne
Railroad Agreements	Grand Trunk	License Agreement (1920) for 36" sewer crossing tracks.		Detroit		Wayne
Railroad Agreements	Grand Trunk	4 Sewers crossing former GTW yard on Atwater Rivard Street 5' cyl, Schweizer PL. 5' cyl, St. Antoine 5' cyl, St. Antoine 24"pipe.		Detroit		Wayne
Leases	LA-107	Lease with Clark Street Properties, as Lessor, dated 9/15/1990, as amended	4473 W. Jefferson	Detroit		Wayne
Leases	LA-1519 (LA 87-80)	Lease with Michigan Center for High Technology, as Lessor, dated 5/1/1989, as amended	2727 Second Avenue	Detroit		Wayne

[Figure 1 to be inserted here]



GLWA Leased Sewer Assets

Facilities Leased by GLWA

- Detroit WWTP
- CSO Basin
- Pump Station
- Screening and Disinfection
- Control Gates
- Inflatable Dams
- Sewer Meters
- Rain Gauge
- Level Sensor
- Outfall - Including regulator and sewer

Sewers Leased by GLWA

- Common Use Interceptor - 40 Miles
- Common Use Sewer - 130 Miles
- Customer Connection - 11.2 Miles

Community Boundaries

- Detroit
- Other Communities

Figure 1

METCO

Date: 6/12/2015

Note:
Assets to be leased include not only the sewer mains identified on the map but also include manholes, drop structures within such manholes, in-system storage devices, special structures, diversion structures, regulators, and the like located on such mains.

Personal Property: The Personal Property shall include without limitation the following described property.

GLWA SEWER Equipment List						
Equipment #	**Year**	**Make or Type**	**Model**	**Class**	**Class Type**	**Location Assigned**
P-91	N/A	DEUTZ	N/A	PUMP	TOWED	WWTP
GE07805	2007	STIHL	4282-011-1603	BLOWER	BACK PACK	5 MILE
CE96180	1996	CASE	1835 C	SKID STEER	LOADER	5 MILE
GE09885	2009	JOHN DEERE	TLE23FD-TBJE036864	TRIMMER	CORD	5 MILE
CE96181	1996	CASE	S-150+D47	SKID STEER	LOADER	7 MILE
GE09881	2009	RED MAX	GZ23N	TRIMMER	CORD	7 MILE
GE07983	2007	TORO	38640	BLOWER	SNOW	BABY CREEK CSO
GE06757	2006	DIXIE CHOPPER	50591	MOWER	RIDING	BABY CREEK CSO
GE09775	2009	JOHN DEERE	JA62	MOWER	PUSH	BABY CREEK CSO
GE09884	2009	JOHN DEERE	TLE23FD-TBJE036867	TRIMMER	CORD	BABY CREEK CSO
GE07982	2007	CRAFTSMAN	31AE5HTG799	BLOWER	SNOW	BELLE ISLE
GE07801	2007	STIHL	BR-420 DZ MAGNUM	BLOWER	BACK PACK	BELLE ISLE
GE12759	2012	HUSTLER	930875	MOWER	RIDING	BELLE ISLE
GE08755	2007	CRAFTSMAN	917-287281	TRACTOR	LAWN	BELLE ISLE
GE07848	2007	BRIGGS & STRATTON	SV25650B	VACUMN	PUSH	BELLE ISLE
N/A	N/A	CRAFTSMAN	N/A	VACUMN	SHOP	BELLE ISLE
GE07981	2007	HONDA	HS928	BLOWER	SNOW	CONNER CREEK
CE11215	2011	BOSS	D185	COMPRESSOR	TOWED	CONNER CREEK
CE08055	2008	MASTER	MGH5000E	GENERATOR	PORTABLE	CONNER CREEK
GE07840	2007	CRAFTSMAN	917376742	MOWER	PUSH	CONNER CREEK
GE06756	2006	DIXIE CHOPPER	XT3000	MOWER	RIDING	CONNER CREEK
GE12758	2012	HUSTLER	930875	MOWER	RIDING	CONNER CREEK
N/A	N/A	M-T-M	CH-35044MGH	PRESSURE WASHER	PORTABLE	CONNER CREEK
CE04181	2004	BOBCAT	S150	SKID STEER	LOADER	CONNER CREEK
CE07284	2007	CRONKHITE	2400EWA	TRAILER	CONSTRUCTION	CONNER CREEK
N/A	N/A	ECHO	N/A	TRIMMER	HEDGE	CONNER CREEK

GE09886	2009	RED MAX	BC225DL	TRIMMER	CORD	CONNER CREEK
GE05878	2005	STIHL	FC-110 Z EDGER	TRIMMER	CORD	CONNER CREEK
GE03981	2003	ARIENS	932035-724	BLOWER	SNOW	HUBBELL/SOUTHFIELD
GE07804	2007	STIHL	BR-420 C-Z KAT	BLOWER	BACK PACK	HUBBELL/SOUTHFIELD
CE06755	2006	DIXIE CHOPPER	50590	MOWER	RIDING	HUBBELL/SOUTHFIELD
GE07843	2007	JOHN DEERE	JS-63 / 3 SPEED	MOWER	PUSH	HUBBELL/SOUTHFIELD
CE04180	2004	BOBCAT	S-150	SKID STEER	LOADER	HUBBELL/SOUTHFIELD
CE96182	1996	CASE	1835 C	SKID STEER	LOADER	HUBBELL/SOUTHFIELD
GE03982	2003	ARIENS	932035	BLOWER	SNOW	LEIB CSO
GE07802	2007	STIHL	BR-420 C-Z KAT	BLOWER	BACK PACK	LEIB CSO
N/A	N/A	TORO	20067	MOWER	PUSH	LEIB CSO
GE09800	2009	BRIGGS & STRATTON	SW25650B	VACUMN	PUSH	LEIB CSO
GE12982	2012	HONDA	HS-928	BLOWER	SNOW	OAKWOOD
GE12983	2012	HONDA	HS-928	BLOWER	SNOW	OAKWOOD
GE12800	2012	STIHL	BR-550	BLOWER	BACK PACK	OAKWOOD
GE12770	2012	TORO	RECYCLER 22" / # 20381	MOWER	PUSH	OAKWOOD
GE12771	2012	TORO	RECYCLER 22" / # 20381	MOWER	PUSH	OAKWOOD
CE11179	2011	BOBCAT	S-150	SKID STEER	LOADER	OAKWOOD
GE05879	2005	RED MAX	BC225DL	TRIMMER	CORD	OAKWOOD
GE12876	2012	STIHL	FC-110	TRIMMER	CORD	OAKWOOD
GE03980	2003	ARIENS	932035	BLOWER	SNOW	ST.AUBIN
N/A	N/A	LANDA	PDE2-1502ID	PRESSURE WASHER	PORTABLE	ST.AUBIN
GE09882	2009	RED MAX	BCZ2401S	TRIMMER	CORD	ST.AUBIN
CE08450	2008	GORMAN	T6A60S-F4L	PUMP	TRAILER	WWTP
CE02215	2002	INGERSOL RAND	P185WJD	AIR COMPRESSOR	TRAILER	WWTP
N/A	N/A	STIHL	TS700	CHOPSAW	GAS	WWTP
N/A	N/A	DEWALT	D55168	COMPRESSOR	AIR	WWTP
899861	1998	FRGHTLNER	FL-80	FLUSHER	15 YARD	WWTP
MH05003	N/A	N/A	RR34B	FORKLIFT	ELECTRIC	WWTP
N/A	N/A	N/A	RR34B	FORKLIFT	ELECTRIC	WWTP
N/A	N/A	N/A	RR34B	FORKLIFT	ELECTRIC	WWTP
N/A	N/A	MUHR & BENDER	HPSN	IRON WORKER	697638	WWTP

N/A	N/A	POULAN	BVM200LE	LEAFBLOWER	GAS	WWTP
N/A	N/A	REDMAX	N/A	LEAFBLOWER	GAS	WWTP
GE01755	2001	DIXIE CHOPPER	XXW2500-CV25	MOWER	RIDING	WWTP
GE08756	2008	DIXIE CHOPPER	XT3300-60	MOWER	RIDING	WWTP
GE08757	2008	DIXIE CHOPPER	XT3300-60	MOWER	RIDING	WWTP
GE09755	2009	DIXIE CHOPPER	CLASSIC 2760	MOWER	RIDING	WWTP
GE09756	2009	DIXIE CHOPPER	CLASSIC-2760	MOWER	RIDING	WWTP
GE99755	1999	DIXIE CHOPPER	XW2500	MOWER	RIDING	WWTP
GE99756	1999	DIXIE CHOPPER	XW2000	MOWER	RIDING	WWTP
GE99757	1999	DIXIE CHOPPER	XW2000	MOWER	RIDING	WWTP
N/A	N/A	CHAMPION	PMX	PALLETTE JACK	HYDRUALIC	WWTP
CE93670	1992	AMIDA		PLANT	LIGHTING	WWTP
N/A	N/A	PAKMASTER	100XL	PLASMA CUTTER	N/A	WWTP
N/A	N/A	N/A	HSP3004	POWER WASHER	GAS	WWTP
CE05340	2005	HOTSY	1267SSS	PRESSURE WASHER	TOWED	WWTP
N/A	N/A	LANDA	2-1500	PRESSURE WASHER	GAS	WWTP
N/A	N/A	MI-T-M	HSP-3004-3MGH	PRESSURE WASHER	PORTABLE	WWTP
N/A	N/A	MI-T-M	HSP-3004-3MGH	PRESSURE WASHER	PORTABLE	WWTP
CE02175	2002	JCB	1110-T	SKID STEER	LOADER	WWTP
CE02176	2002	JCB	1110-T	SKID STEER	LOADER	WWTP
N/A	N/A	TORO DINGO	TX -427	SKID STEER	MINI	WWTP
N/A	N/A	TORO	38587	SNOW BLOWER	GAS	WWTP
N/A	N/A	TORO	38587	SNOW BLOWER	GAS	WWTP
N/A	N/A	TORO	38587	SNOW BLOWER	GAS	WWTP
N/A	N/A	TORO	38587	SNOW BLOWER	GAS	WWTP
N/A	N/A	TORO	38587	SNOW BLOWER	GAS	WWTP
N/A	N/A	TORO	38587	SNOW BLOWER	GAS	WWTP
N/A	N/A	YARD MACHINE	N/A	SNOW BLOWER	GAS	WWTP

GE99753	1999	JOHN DEERE	445	TRACTOR	LAWN	WWTP
N/A	N/A	PROFORCE	N/A	TRIMMER	GAS	WWTP
N/A	N/A	REDMAX	N/A	TRIMMER	GAS	WWTP
N/A	N/A	REDMAX	N/A	TRIMMER	GAS	WWTP
N/A	N/A	REDMAX	N/A	TRIMMER	GAS	WWTP
N/A	N/A	REDMAX	N/A	TRIMMER	GAS	WWTP
N/A	N/A	REDMAX	N/A	TRIMMER	GAS	WWTP
CE92660	N/A	MILLER	N/A	WELDER	PORTABLE	WWTP
CE92661	N/A	MILLER	250G	WELDER	PORTABLE	WWTP
N/A	N/A	MILLER	N/A	WELDER	PORTABLE	WWTP
N/A	N/A	PHASE III	SRH444	WELDER	PORTABLE	WWTP
N/A	N/A	POWCON	N/A	WELDER	PORTABLE	WWTP
N/A	N/A	MICH PNEUMATIC	2021	AIRSPADE	N/A	CENTRAL
CE11013	N/A	ALLMAND	AB2220	ARROW BOARD	TOWED	CENTRAL
CE10221	2010	BOSS	D-185	COMPRESSOR	TOWED	CENTRAL
N/A	N/A	MICH PNEUMATIC	THOR	JACK HAMMER	1 1/4"	CENTRAL
CE05370	N/A	GORMAN RUPP	82EGX240	PUMP	2"	CENTRAL
CE2371	N/A	GORMAN RUPP	185432	PUMP	2"	CENTRAL
CE13376	N/A	HONDA	N/A	PUMP	2"	CENTRAL
CE13377	N/A	HONDA	WA-15	PUMP	1"	CENTRAL
CE13386	N/A	HONDA	WT-20X	PUMP	2"	CENTRAL
CE13393	N/A	HONDA	WT20X	PUMP	2"	CENTRAL
253	N/A	HOMELITE	111B-1B	BLOWER	UTILITY	CSF
CE99704	N/A	HOMELITE	111B-1B	BLOWER	UTILITY	CSF
GE03945	2003	CLUB CAR	CARRYALL 1	GOLF CART	UTILITY	CSF
96856	1996	JLG LIFT	45HA	LIFT	ARTICULATING	CSF
CE09978	N/A	STIHL	N/A	TRIMMER	CORD	CSF
N/A	N/A	YAMAHA	N/A	N/A	N/A	CSF
N/A	N/A	DAYTON	2E510	HEATER	KEROSENE	CSF
P82	N/A	GORDON RUPP	P82	PUMP	1"	CSF
GE9775	N/A	HUSTLER	924738	MOWER	RIDING	CSF
GE98762	N/A	HUSTLER	924738	MOWER	RIDING	CSF
CE14670	2014	ALLMAND	NIGHT-LIGHT PRO-	PLANT	LIGHTING	CSF

			V-SER			
GE89810	1989	YAMAHA	WARRIOR	ATV	TRANSPORT	CSF
GE12945	2012	CARRYALL	GE12945	GOLF CART	UTILITY	CSF
N/A	N/A	CRAFTSMAN	N/A	POWER WASHER		CSF
N/A	N/A	HONDA	WT20X	PUMP	2"	CSF
N/A	N/A	HONDA	WT20X	PUMP	2"	CSF
N/A	N/A	HONDA	WT20X	PUMP	2"	CSF
N/A	N/A	HONDA	WT20X	PUMP	2"	CSF
N/A	N/A	HONDA	WT20X	PUMP	2"	CSF
N/A	N/A	HONDA	WT20X	PUMP	2"	CSF
N/A	N/A	HONDA	GX160	PUMP	2"	CSF
N/A	N/A	HONDA	GX160	PUMP	2"	CSF
MS10	N/A	GORMAN RUPP	B17012	PUMP	2"	CSF
MS11	N/A	GORMAN RUPP	B17012	PUMP	2"	CSF
MS12	N/A	GORMAN RUPP	B17012	PUMP	2"	CSF
MS13	N/A	GORMAN RUPP	B17012	PUMP	2"	CSF
MS18	N/A	GORMAN RUPP	B17012	PUMP	2"	CSF
MS20	N/A	GORMAN RUPP	B17012	PUMP	2"	CSF
MS9	N/A	GORMAN RUPP	B17012	PUMP	2"	CSF
M12	N/A	BRIGGS	INTEX 206	PUMP	2"	CSF
M1	N/A	HONDA	GX160	PUMP	2"	CSF
M4	N/A	HONDA	GX160	PUMP	2"	CSF
M5	N/A	HONDA	GX160	PUMP	2"	CSF
M6	N/A	HONDA	GX160	PUMP	2"	CSF
M2	N/A	AMT	3932-95	PUMP	2"	CSF
M15	N/A	GORMAN RUPP	N/A	PUMP	2"	CSF
N/A	N/A	SPEEDAIRE	2Z761A	TANK	AIR	CSF
N/A	N/A	DAYTON	2Z974A	VACUUM	SHOP VAC	CSF
N/A	N/A	BARNES	111B1B	PUMP	2" SUMP	CSF
N/A	N/A	BARNES	111B1B	PUMP	2" SUMP	CSF
N/A	N/A	BARNES	111B1B	PUMP	2" SUMP	CSF
N/A	N/A	BARNES	SE511	PUMP	2" SUMP	CSF
CE98695	1999	HOMELITE	281670	BLOWER	UTILITY	CSF
N/A	N/A	HOMLITE	375440	BLOWER	UTILITY	CSF
CE99701	1998	HOMELITE	401424	BLOWER	UTILITY	CSF

N/A	N/A	AIR SYSTEM INT'L	SBB-E8	BLOWER	UTILITY	CSF
N/A	N/A	COPPUS CADET	VE1	BLOWER	UTILITY	CSF
N/A	N/A	SPEEDAIRE	5F562E	COMPRESSOR	AIR	CSF
N/A	N/A	SOUTHLAND	S-WFT-16022-E	EDGER	22"	CSF
951	N/A	TOYOTA	951	FORKLIFT	LP	CSF
CE9855	N/A	HOMELITE	LR4400	GENERATOR	GAS	CSF
N/A	N/A	HONDA	AIRLESSCO	PAINT MACHINE	GAS	CSF
N/A	N/A	HOFFMAN	N/A	BLAST ROOM	PERMANENT	CSF
N/A	N/A	DEVIL BISS	N/A	BOOTH	PAINT	CSF
N/A	2010	GRAVO GRAPH	IS-900	ENGRAVER	STATIONARY	CSF
GE99950	N/A	CLUBCAR	CARRYALL	GOLF CART	UTILITY	CSF
N/A	N/A	YAMAHA	304	GOLF CART	UTILITY	CSF
N/A	N/A	GENIE	AWP-25S	LIFT	1 MAN	CSF
N/A	N/A	JLG	20S	LIFT	1 MAN	CSF
N/A	N/A	ALADA	N/A	PRESSURE WASHER	GAS	CSF
N/A	N/A	CYCLO BLAST	6036-FPN-300311	SAND BLASTER	STATIONARY	CSF
N/A	N/A	RED DEVIL	5033	SHAKER	PAINTER	CSF
N/A	N/A	RED DEVIL	5033	SHAKER	PAINTER	CSF
N/A	N/A	MERCURY	5C	SPRAYER		CSF
N/A	N/A	TURF LINER	N/A	SPRAYER	PAINT	CSF
CE08355	N/A	ULTIMATE	L07C	SPRAYER	PAINT	CSF
N/A	N/A	GRACO	L13A	STRIPER	STREET	CSF
N/A	N/A	POWER LINER	800	STRIPER	PAINT	CSF
N/A	N/A	DAYTON	32917	DRILL PRESS	STATIONARY	CSF
N/A	N/A	HOMELITE	LR4400	GENERATOR	GAS	CSF
N/A	N/A	HONDA	EB4000X	GENERATOR	PORTABLE	CSF
GE99945	N/A	CLUBCAR	CARRYALL	GOLF CART	UTILITY	CSF
N/A	N/A	RIGID	W9-96	GRINDER	BENCH	CSF
N/A	N/A	RIGID	535	PIPE THREADER	PORTABLE	CSF
N/A	N/A	RIGID	1822-1	PIPE	PORTABLE	CSF

				THREADER		
N/A	N/A	RIGID	1822-1	SEWER MACHINE	DRUM	CSF
390099	2000	FORD	F-750	BOX	CARGO	CSF
GE94757	1994	EXECEL	BATWING	MOWER	RIDING	CSF
GE11756	2011	HUSTLER	928630-B	MOWER	RIDING	CSF
GE09758	2009	JACOBSEN	HR-9016	MOWER	RIDING	CSF
GE99961	1999	JOHN DEERE	5310	TRAILER	UTILITY	CSF
GE96821	1996	SILVA	LAWNCARE	TRAILER	UTILITY	CSF
GE96834	1996	SILVA	LAWNCARE	TRAILER	UTILITY	CSF
CE14219	2014	AIRMAN	PDS 185S-5C2	COMPRESSOR	TOWED	EAST
N/A	N/A	MICH PNEUMATIC	THOR	JACK HAMMER	PNEUMATIC	EAST
N/A	N/A	R-N	N/A	BATTERY CHARGER	6V,12V,24V	MOB
N/A	N/A	BLUE GIANT	LT120W30	FORKLIFT	HYDRUALIC	MOB
N/A	N/A	ONAN	PRO4000E	GENERATOR	PORTABLE	MOB
N/A	N/A	COTTERMAN	2568H	MAXI-LIFT	25'	MOB
N/A	N/A	DAYTON	4YX96	PALLET TRUCK LIFT	6000 LBS.	MOB
N/A	N/A	DAYTON	8KF12	POWER WASHER	PORTABLE	MOB
N/A	N/A	DAYTON	8KF13	POWER WASHER	PORTABLE	MOB
N/A	1999	JLG	1932 - E	SCISSOR LIFT	19' MAX	MOB
N/A	N/A	DAYTON	2RPD8	SHOP VAC	GAS	MOB
N/A	N/A	ARIENS	92006	SNOW BLOWER	900 SERIES	MOB
N/A	N/A	SNAPPER	1695880	SNOW BLOWER	GAS	MOB
N/A	N/A	TORO	38600	SNOW BLOWER	GAS	MOB
N/A	N/A	VESTIL	T-150	TRASH DUMPSTER	5000 LBS	MOB
N/A	N/A	VESTIL	T-150	TRASH DUMPSTER	5000 LBS	MOB
N/A	N/A	MICH PNEUMATIC	N/A	AIRSPADE	N/A	NORTH
CE11011	2011	ALLMAND	2220 / SE	ARROW BOARD	TOWED	NORTH
CE14216	2014	AIRMAN	PDS-185S-5C2	COMPRESSOR	TOWED	NORTH
CE13057	N/A	HONDA	EB4000X	GENERATO	GAS	NORTH

				R		
CE10222	2010	BOSS	D-185	COMPRESSOR	TOWED	WEST
CE13055	N/A	HONDA	EB4000X	GENERATOR	PORTABLE	WEST
N/A	N/A	N/A	N/A	CLAY SPADE	N/A	CENTRAL
N/A	N/A	N/A	N/A	CLAY SPADE	N/A	CENTRAL
B-30	N/A	HONDA	N/A	PUMP	2"	CENTRAL
GE10770	2010	EXMARK	N/A	MOWER	SELF PROPELLED	CSF
N/A	N/A	VESTIL	T-150	DUMPSTER	TRASH	MOB
N/A	N/A	R-N	N/A	BATTERY CHARGER	45455	MOB
N/A	N/A	ARIENS	92006	BLOWER	SNOW	MOB
N/A	N/A	SNAPPER	1695880	BLOWER	SNOW	MOB
N/A	N/A	TORO	38600	BLOWER	SNOW	MOB
N/A	N/A	VESTIL	T-150	DUMPSTER	TRASH	MOB
N/A	N/A	BLUE GIANT	LT120W30	FORK LIFT	BATTERY	MOB
N/A	N/A	ONAN	PRO4000E	GENERATOR - PRO 4000 E	PORTABLE	MOB
N/A	N/A	COTTER MAN	2568H	MAXI-LIFT 25' HIGH	25'	MOB
N/A	N/A	DAYTON	4YX96	PALLET TRUCK LIFT 6000 LBS.	6000 LBS	MOB
N/A	N/A	DAYTON	8KF12	POWER WASHER	PORTABLE	MOB
N/A	N/A	DAYTON	8KF13	POWER WASHER	PORTABLE	MOB
N/A	1999	JLG	1932 - E	SISSOR LIFT	19' MAX	MOB
N/A	N/A	DAYTON	2RPD8	VACUMN	SHOP	MOB
MH11001	2011	HYSTER	N35ZRS-14.5	FORKLIFT	ELECTRIC	CSF
N/A	N/A	YAMAHA	90	GOLF CART	UTILITY	BASEMENT
N/A	N/A	BUSH HOG	SQ72	MOWER	TRACTOR	BASEMENT
N/A	N/A	EXCEL	924738	MOWER	RIDING	BASEMENT
N/A	N/A	EXCEL	924563	MOWER	RIDING	BASEMENT
N/A	N/A	MEYER	HM-10	SNOW PLOW	BLADE	BASEMENT
N/A	N/A	MEYER	ST-90	SNOW PLOW	BLADE	BASEMENT
N/A	N/A	MEYER	ST-90	SNOW PLOW	BLADE	BASEMENT
N/A	N/A	MEYER	HM-10	SNOW PLOW	BLADE	BASEMENT
MH04001	2004	TOYOTA	7FGU20	FORKLIFT	PROPANE	N/A

Sewer Vehicle List						
Vehicle or Equipment #	**Year**	**Make or Type**	**Model**	**Class**	**Class Type**	**VIN/Serial #**
100800	2008	CHEVROLET	COBALT	CAR	PASSENGER	1G1AL58F587173722
100804	2008	CHEVROLET	COBALT	CAR	PASSENGER	1G1AL58F587173607
180875	2008	CHEVROLET	3500	VAN	CARGO	1GCHG356881164132
180877	2008	CHEVROLET	3500	VAN	CARGO	1GCHG356581162841
190585	2005	CHEVROLET	C-8500	UTILITY	SERVICE	1GBP8C1C95F50674
300705	2007	FORD	FOCUS	CAR	PASSENGER	1FAHP34N07W121503
300707	2007	FORD	FOCUS	CAR	PASSENGER	1FAHP34N87W310755
300708	2007	FORD	FOCUS	CAR	PASSENGER	1FAHP34NX7W310756
300709	2007	FORD	FOCUS	CAR	PASSENGER	1FAHP34N17W310757
300902	2009	FORD	FOCUS	CAR	PASSENGER	1FAHP35N99W116298
319859	1998	FORD	CLUB WAGON	VAN	PASSENGER	1FBSS31F1WHA10591
320601	2006	FORD	F-550	DUMP	3 YARD	1FDAW57P36ED19595
340041	2000	FORD	F-350	UTILITY	HIGH BACK	1FDWW36F0YEE57049
340682	2006	FORD	E-450	UTILITY	HYDRANT	1FDXE45P06DB43847
340851	2008	FORD	F-450	UTILITY	HIGH BACK	1FDXW46R08EE57489
340852	2008	FORD	F-450	UTILITY	HIGH BACK	1FDXW46R78EE57490
340881	2008	FORD	E-450	UTILITY	HIGH BACK	1FDWE45P88DA95187
340882	2008	FORD	E-450	UTILITY	HIGH BACK	1FDWE45P68DA95186
340981	2009	FORD	E-450	UTILITY	HIGH BACK	1FDXE45P69DA37570
340983	2009	FORD	E-450	UTILITY	HIGH BACK	1FDXE45PX9DA37572
340984	2009	FORD	E-450	UTILITY	HIGH BACK	1FDXE45P19DA37573
340986	2009	FORD	E-450	UTILITY	HIGH BACK	1FDXE45P59DA37575
340988	2009	FORD	E-450	UTILITY	HIGH BACK	1FDXE45P79DA78550
340989	2009	FORD	E-450	UTILITY	HIGH BACK	1FDXE45P09DA78549
340990	2009	FORD	E-450	UTILITY	HIGH BACK	1FDXE45P79DA78547
341162	2011	FORD	F-450	UTILITY	SERVICE	1FDUF4GT8BEA68765
341195	2011	FORD	F-450	UTILITY	HIGH BACK	1FD0W4GT9BEB32794
341196	2011	FORD	F-450	UTILITY	HIGH BACK	1FD0W4GT4BEB32797
341197	2011	FORD	F-450	UTILITY	HIGH BACK	1FD0W4GT6BEB32798
341198	2011	FORD	F-450	UTILITY	HIGH BACK	1FD0W4GT2BEB32796
341267	2012	FORD	F-550	UTILITY	GATE TRUCK	1FD0X5HT5CEA82043
341268	2012	FORD	F-550	UTILITY	GATE TRUCK	1FD0X5HT7CEA82044
341295	2012	FORD	F-550	UTILITY	HIGH BACK	1FD0W5GT8CEA45198
341296	2012	FORD	F-550	UTILITY	HIGH BACK	1FD0W5GT6CEA45197
341297	2012	FORD	F-550	UTILITY	HIGH BACK	1FD0W5GT2CEA45195
341298	2012	FORD	F-550	UTILITY	HIGH BACK	1FD0W5GT0CEA45194
341299	2012	FORD	F-550	UTILITY	HIGH BACK	1FD0W5GT4CEA45196

350082	2000	FORD	F-350	PICK-UP	CARGO	1FTWW32F7YEE39609
350501	2005	FORD	F-150	PICK-UP	CARGO	1FTRF12W25NA04428
350613	2006	FORD	F-150	PICK-UP	CARGO	1FTRF12W66NB24671
350614	2006	FORD	F-150	PICK-UP	CARGO	1FTRF12W86NB24672
350683	2006	FORD	F-350	PICK-UP	CARGO	1FTWF30P86ED40337
350811	2008	FORD	F-150	PICK-UP	CARGO	1FTRF12278KF07598
350812	2008	FORD	F-150	PICK-UP	CARGO	1FTRF12298KF07599
350813	2008	FORD	F-150	PICK-UP	CARGO	1FTRF12258KF07597
350815	2008	FORD	F-150	PICK-UP	CARGO	1FTRF12258KE92051
350886	2008	FORD	F-350	PICK-UP	SERVICE	1FTWF31R08EE48941
351114	2011	FORD	F-150	PICK-UP	CARGO	1FTNF1CF2BKE10638
351181	2011	FORD	F-350	PICK-UP	CARGO	1FTBF3BTXBEA68697
351236	2012	FORD	F-250	PICK-UP	CARGO	1FTBF2AT5CEA45180
351245	2012	FORD	F-250	PICK-UP	CARGO	1FTBF2AT0CEA45183
370800	2008	FORD	ESCAPE	SUV	PASSENGER	1FCU92Z78KC01858
370801	2008	FORD	ESCAPE	SUV	PASSENGER	1FMCU92Z98KC01859
370804	2008	FORD	ESCAPE	SUV	PASSENGER	1FMCU92Z08KD65047
370900	2009	FORD	ESCAPE	SUV	PASSENGER	1FMCU92769KA38359
370901	2009	FORD	ESCAPE	SUV	PASSENGER	1FMCU92729KA38357
370902	2009	FORD	ESCAPE	SUV	PASSENGER	1FMCU92709KA38356
370904	2009	FORD	ESCAPE	SUV	PASSENGER	1FMCU92779KA38354
370905	2009	FORD	ESCAPE	SUV	PASSENGER	1FMCU92749KA38358
370906	2009	FORD	ESCAPE	SUV	PASSENGER	1FMCU92719KA38351
370907	2007	FORD	ESCAPE	SUV	PASSENGER	1FMCU92799KA38355
370910	2009	FORD	ESCAPE	SUV	PASSENGER	1FMCU92789KC45805
371000	2010	FORD	ESCAPE	SUV	PASSENGER	1FMCU9C76AKC13650
371001	2010	FORD	ESCAPE	SUV	PASSENGER	1FMCU9C75AKC13655
371002	2010	FORD	ESCAPE	SUV	PASSENGER	1FMCU9C76AKC13647
371003	2010	FORD	ESCAPE	SUV	PASSENGER	1FMCU9C79AKC13643
371004	2010	FORD	ESCAPE	SUV	PASSENGER	1FMCU9C7XAKC13649
371006	2010	FORD	ESCAPE	SUV	PASSENGER	1FMCU9C7XAKC13652
371007	2010	FORD	ESCAPE	SUV	PASSENGER	1FMCU9C72AKC13645
371008	2010	FORD	ESCAPE	SUV	PASSENGER	1FMCU9C77AKC13642
371101	2011	FORD	EXPLORER	SUV	PASSENGER	1FMHK8D89BGA39476
380197	2001	FORD	E-350	VAN	TV	1FTSS34S31HA37692
380198	2001	FORD	E-350	VAN	TV	1FTSS34S81HA30303
380656	2006	FORD	E-150	VAN	CARGO	1FTRE14W66DB36065
380658	2006	FORD	E-150	VAN	CARGO	1FTRE14WX6DB36070
380710	2007	FORD	E-150	VAN	CARGO	1FTNE14W37DB28022
380714	2007	FORD	E-150	VAN	CARGO	1FTNE14W27DB28027
380715	2007	FORD	E-150	VAN	CARGO	1FTNE14W07DB28026

380716	2007	FORD	E-150	VAN	CARGO	1FTNE14W27DB39206
380719	2007	FORD	E-150	VAN	CARGO	1FTNE14W37DB39201
380722	2007	FORD	E-150	VAN	CARGO	1FTNE14WX7DB39213
380727	2007	FORD	E-150	VAN	CARGO	1FTNE14W87DB39212
380851	2008	FORD	E-350	VAN	CARGO	1FTSE34P38DB04165
380855	2008	FORD	E-350	VAN	CARGO	1FTSE34P78DB06517
380900	2009	FORD	E-150	VAN	CARGO	1FTNE14W79DA00594
380912	2009	FORD	E-150	VAN	CARGO	1FTNE14W99DA00595
380913	2009	FORD	E-150	VAN	CARGO	1FTNE14W49DA00570
380916	2009	FORD	E-150	VAN	CARGO	1FTNE14W39DA00575
380917	2009	FORD	E-150	VAN	CARGO	1FTNE14W09DA00582
380918	2009	FORD	E-150	VAN	CARGO	1FTNE14W19DA00591
380919	2009	FORD	E-150	VAN	CARGO	1FTNE14W89DA00572
380922	2009	FORD	E-150	VAN	CARGO	1FTNE14W19DA00588
380924	2009	FORD	E-150	VAN	CARGO	1FTNE14W59DA00576
380925	2009	FORD	E-150	VAN	CARGO	1FTNE14W09DA00579
380928	2009	FORD	E-150	VAN	CARGO	1FTNE14W49DA76788
380930	2009	FORD	E-150	VAN	CARGO	1FTNE14W39DA93758
380933	2009	FORD	E-150	VAN	CARGO	1FTNE14W49DA93770
380936	2009	FORD	E-150	VAN	CARGO	1FTNE14W49DA93753
380937	2009	FORD	E-150	VAN	CARGO	1FTNE14W09DA93751
380939	2009	FORD	E-150	VAN	CARGO	1FTNE14W89DA93772
380942	2009	FORD	E-150	VAN	CARGO	1FTNE14W29DA93766
380943	2009	FORD	E-150	VAN	CARGO	1FTNE14W29DA93752
380957	2009	FORD	E-350	VAN	CARGO	1FTSE34PX9DA93781
380958	2009	FORD	E-350	VAN	CARGO	1FTSE34P99DA93786
380959	2009	FORD	E-350	VAN	CARGO	1FTSE34P59DA93784
380961	2009	FORD	E-350	VAN	CARGO	1FTSE34P89DA93777
380964	2009	FORD	E-350	VAN	CARGO	1FTSE34P49DA93775
380971	2009	FORD	E-350	VAN	CARGO	1FTSE34P99DA00605
380977	2009	FORD	E-350	VAN	CARGO	1FTSE34P79DA00599
380978	2009	FORD	E-350	VAN	CARGO	1FTSE34P19DA00596
380980	2009	FORD	E-350	VAN	CARGO	1FTSE34P69DA00609
380981	2009	FORD	E-350	VAN	CARGO	1FTSE34P49DA00611
380986	2009	FORD	E-350	VAN	CARGO	1FTSE34P39DA00602
380989	2009	FORD	E-350	VAN	CARGO	1FTSE34P59DA00598
380990	2009	FORD	E-350	VAN	CARGO	1FTSE34PX9DA00600
380993	2009	FORD	E-350	VAN	CARGO	1FTSE34P99DA05450
380998	2009	FORD	E-350	VAN	CARGO	1FTSE34P29DA05449
381006	2010	FORD	TRANSIT	VAN	CARGO	NM0LS6BN6AT041300
381011	2010	FORD	TRANSIT	VAN	CARGO	NM0LS6BN8AT041296

381015	2010	FORD	TRANSIT	VAN	CARGO	NM0LS6BN0AT041308
381020	2010	FORD	TRANSIT	VAN	CARGO	NM0LS6BNXAT041297
381023	2010	FORD	TRANSIT	VAN	CARGO	NM0LS6BN9AT041310
381058	2010	FORD	E-150	VAN	CARGO	1FTNE1EW9ADA54174
381109	2011	FORD	TRANSIT	VAN	CARGO	NM0LS6AN8BT044847
381111	2011	FORD	TRANSIT	VAN	CARGO	NM0LS6AN3BT044853
381115	2011	FORD	TRANSIT	VAN	CARGO	NM0LS6AN2BT044844
381150	2011	FORD	E-150	VAN	CARGO	1FTNE1EW4BDA01707
381159	2011	FORD	E-150	VAN	CARGO	1FTNE1EW9BDA01704
381166	2011	FORD	E-150	VAN	CARGO	1FTNE1EW6BDA01708
381167	2011	FORD	E-150	VAN	CARGO	1FTNE1EWOBDA01705
381169	2011	FORD	E-150	VAN	CARGO	1FTNE1EW6BDA01711
381177	2011	FORD	E-350	VAN	CARGO	1FTSE3EL8BDB16542
381180	2011	FORD	E-350	VAN	CARGO	1FTSE3EL3BDB15234
381183	2011	FORD	E-350	VAN	CARGO	1FTSE3EL6BDB15227
381189	2011	FORD	E-350	VAN	CARGO	1FTSE3EL2BDB16553
381194	2011	FORD	E-350	VAN	CARGO	1FTSE3EL2BDB15239
381195	2011	FORD	E-350	VAN	CARGO	1FTSE3EL1BDB16561
381196	2011	FORD	E-350	VAN	CARGO	1FTSE3EL1BDB16558
381199	2011	FORD	E-350	VAN	CARGO	1FTSE3ELXBDB15229
381200	2011	FORD	TRANSIT	VAN	PASSENGER	NM0KS9BN9CT083704
381204	2012	FORD	TRANSIT	VAN	PASSENGER	NM0KS9BN7CT083703
381206	2012	FORD	TRANSIT	VAN	PASSENGER	NM0KS9BN7CT083314
381207	2012	FORD	TRANSIT	VAN	PASSENGER	NM0KS9BNXCT083310
381212	2012	FORD	TRANSIT	VAN	CARGO	NM0LS7DN5CT109172
381216	2012	FORD	TRANSIT	VAN	CARGO	NM0LS7DN4CT109986
381219	2012	FORD	TRANSIT	VAN	CARGO	NM0LS7DN4CT109177
381273	2012	FORD	E-350	VAN	CARGO	1FTSE3EL4BDB15226
381275	2012	FORD	E-350	VAN	CARGO	1FTSE3ELXBDB16557
830109	2001	FRGHTLNER	MT45	STEP VAN	LEAK TRUCK	4UZAAPBW51CH90812
830117	2001	FRGHTLNER	MT45	STEP VAN	LEAK TRUCK	4UZAAPBW41CH90820
830124	2001	FRGHTLNER	MT45	STEP VAN	SERVICE TRUCK	4UZZAAPW71CH90827
830200	2002	FRGHTLNER	MT45	STEP VAN	LEAK TRUCK	4UZAAPBW52CK03765
990477	2004	CRANE CARRIER	LET2-40	PACKER	TRASH	1CYCCB4854T046572
GE11810	2011	KUBOTA	KURTV 1100 CWXL-H	UTV	TRANSPORT	31967
100802	2008	CHEVROLET	COBALT	CAR	PASSENGER	1G1AL58F487173727
120112	2001	CHEVROLET	C-8500	DUMP	5 YARD	1GBP7H1C91J502684
129923	1999	CHEVROLET	C-70	DUMP	5 YARD	1GBP7H1C5XJ103599
150800	2008	CHEVROLET	1500	PICK-UP	CARGO	1GCEC14C98Z147321
150801	2008	CHEVROLET	SILVERADO	PICK-UP	CARGO	1GCEC14CX8Z147277
150802	2008	CHEVROLET	SILVERADO	PICK-UP	CARGO	1GCEC14CX8Z146968

150803	2008	CHEVROLET	1500	PICK-UP	CARGO	1GCEC14C48E183537
150804	2008	CHEVROLET	1500	PICK-UP	CARGO	1GCEC14C78E183354
150805	2008	CHEVROLET	1500	PICK-UP	CARGO	1GCEC14C18E182135
150806	2008	CHEVROLET	1500	PICK-UP	CARGO	1GCEC14C78E181863
150807	2008	CHEVROLET	1500	PICK-UP	CARGO	1GCEC14CX8E183607
150808	2008	CHEVROLET	1500	PICK-UP	CARGO	1GCEC14C38E182492
159981	1999	CHEVROLET	GMT 400	PICK-UP	SERVICE	1GCHC34F8XF093870
170800	2008	CHEVROLET	TRAILBLAZER	SUV	PASSENGER	1GNDT13SX82132542
180871	2008	CHEVROLET	3500	VAN	CARGO	1GCHG356881151445
180872	2008	CHEVROLET	3500	VAN	CARGO	1GCHG356381151286
180873	2008	CHEVROLET	3500	VAN	CARGO	1GCHG356381150476
300500	2005	FORD	FOCUS	CAR	PASSENGER	1FAFP34N85W141504
300710	2007	FORD	FOCUS	CAR	PASSENGER	1FAHP34N67W310754
300901	2009	FORD	FOCUS	CAR	PASSENGER	1FAHP35N79W116297
300904	2009	FORD	FOCUS	CAR	PASSENGER	1FAHP35N09W116299
300905	2009	FORD	FOCUS	CAR	PASSENGER	1FAHP35N59W116296
300906	2009	FORD	FOCUS	CAR	PASSENGER	1FAHP35N39W116295
350400	2004	FORD	F-350	PICK-UP	CARGO	1FTNF20P64ED65305
350831	2008	FORD	F-250	PICK-UP	CARGO	1FTSF20R08ED08947
350837	2008	FORD	F-250	PICK-UP	CARGO	1FTSF20R88EE54304
350839	2008	FORD	F-250	PICK-UP	SERVICE	1FTSF20R58EE54308
350840	2008	FORD	F-250	PICK-UP	CARGO	1FTSF20R18EE54306
350881	2008	FORD	F-350	PICK-UP	CARGO	1FTWF30R08ED17428
350882	2008	FORD	F-350	PICK-UP	SERVICE	1FTWF30R28ED17429
350887	2008	FORD	F-350	PICK-UP	SERVICE	1FTWF30R48EE54310
350937	2009	FORD	F-250	PICK-UP	CARGO	1FTSF20R09EB08703
350938	2009	FORD	F-250	PICK-UP	SERVICE	1FTSF20RX9EB08708
350941	2009	FORD	F-250	PICK-UP	CARGO	1FTSF20R49EB08705
351081	2010	FORD	F-350	PICK-UP	CARGO	1FTWF3AR9AEA18329
351111	2011	FORD	F-150	PICK-UP	CARGO	1FTNF1CF4BKE10639
351112	2011	FORD	F-150	PICK-UP	CARGO	1FTNF1CF0BKE10637
351113	2011	FORD	F-150	PICK-UP	CARGO	1FTNF1CF0BKE10640
351189	2011	FORD	F-350	PICK-UP	SERVICE	1FTRF3BT6BEC81757
351231	2012	FORD	F-250	PICK-UP	CARGO	1FTBF2ATXCEA45188
351232	2012	FORD	F-250	PICK-UP	CARGO	1FTBF2AT1CEA45192
351233	2012	FORD	F-250	PICK-UP	CARGO	1FTBF2AT7CEA45181
351234	2012	FORD	F-250	PICK-UP	CARGO	1FTBF2AT7CEA45178
351240	2012	FORD	F-250	PICK-UP	CARGO	1FTBF2AT5CEA45177
351241	2012	FORD	F-250	PICK-UP	CARGO	1FTBF2AT9CEA45182
351242	2012	FORD	F-250	PICK-UP	CARGO	1FTBF2AT8CEA45187
351243	2012	FORD	F-250	PICK-UP	CARGO	1FTBF2AT2CEA45184

351281	2012	FORD	F-350	PICK-UP	SERVICE	1FTRF3BT0CEB42953
361171	2011	FORD	F-750	STAKE	DELIVERY	3FRXF7FJ0BV377740
361172	2011	FORD	F-750	STAKE	DELIVERY	3FRXF7FJ2BV377738
361173	2011	FORD	F-750	STAKE	DELIVERY	3FRXF7FJ4BV377739
369681	1996	FORD	F-450	STAKE	DELIVERY	2FDJF37F4TCA58359
370803	2008	FORD	ESCAPE	SUV	PASSENGER	1FMCU92Z98KD65046
370903	2009	FORD	ESCAPE	SUV	PASSENGER	1FMCU92759KA38353
370908	2009	FORD	ESCAPE	SUV	PASSENGER	1FMCU92739KA38352
370909	2009	FORD	ESCAPE	SUV	PASSENGER	1FMCU92729KA38360
370912	2009	FORD	ESCAPE	SUV	PASSENGER	1FMCU92789KC56299
370913	2009	FORD	ESCAPE	SUV	PASSENGER	1FMCU92709KC56300
371012	2010	FORD	ESCAPE	SUV	PASSENGER	1FMCU9C71AKC13653
380659	2006	FORD	E-350	VAN	CARGO	1FTRE14W16DB36071
380671	2006	FORD	E-350	VAN	CARGO	1FTSE34P46DA87874
380717	2007	FORD	E-150	VAN	CARGO	1FTNE14W87DB39209
380724	2007	FORD	E-150	VAN	CARGO	1FTNE14W07DB39205
380841	2008	FORD	E-350	VAN	CARGO	1FTSE34P78DB04170
380842	2008	FORD	E-350	VAN	CARGO	1FTSE34P98DB06518
380843	2008	FORD	E-350	VAN	CARGO	1FTSE34P88DB06512
380845	2008	FORD	E-350	VAN	CARGO	1FTSE34P18DB06514
380847	2008	FORD	E-350	VAN	CARGO	1FTSE34P58DB04166
380848	2008	FORD	E-350	VAN	CARGO	1FTSE34P98DB04171
380909	2009	FORD	E-150	VAN	CARGO	1FTNE14W19DA00574
380920	2009	FORD	E-150	VAN	CARGO	1FTNE14WX9DA00573
380938	2009	FORD	E-150	VAN	CARGO	1FTNE14W69DA93771
380944	2009	FORD	E-150	VAN	CARGO	1FTNE14W89DA93769
380945	2009	FORD	E-150	VAN	CARGO	1FTNE14W89DA93755
380947	2009	FORD	E-150	VAN	CARGO	1FTNE14WX9DA93756
380950	2009	FORD	E-150	VAN	CARGO	1FTNE14W19DA93757
380951	2009	FORD	E-150	VAN	CARGO	1FTNE14W39DA93761
380952	2009	FORD	E-150	VAN	CARGO	1FTNE14W59DA93762
380960	2009	FORD	E-350	VAN	CARGO	1FTESE34P09DA93787
380965	2009	FORD	E-350	VAN	CARGO	1FTSE34P29DA00604
380972	2009	FORD	E-350	VAN	CARGO	1FTSE34P89DA00613
380973	2009	FORD	E-350	VAN	CARGO	1FTSE34P69DA00612
380974	2009	FORD	E-350	VAN	CARGO	1FTSE34PX9DA00614
380975	2009	FORD	E-350	VAN	CARGO	1FTSE34P19DA00615
380976	2009	FORD	E-350	VAN	CARGO	1FTSE34P39DA00616
380987	2009	FORD	E-350	VAN	CARGO	1FTSE34P79DA00604
380992	2009	FORD	E-350	VAN	CARGO	1FTSE34P59DA00617
381012	2010	FORD	TRANSIT	VAN	CARGO	NM0LS6BN0AT041292

381017	2010	FORD	TRANSIT	VAN	CARGO	NM0LS6BN3AT041299
381018	2010	FORD	TRANSIT	VAN	CARGO	NM0LS6BN7AT041306
381019	2010	FORD	TRANSIT	VAN	CARGO	NM0LS6BN4AT041294
381021	2010	FORD	TRANSIT	VAN	CARGO	NM0LS6BN1AT041303
381022	2010	FORD	TRANSIT	VAN	CARGO	NM0LS6BN9AT041307
381057	2010	FORD	E-150	VAN	CARGO	1FTNE1EW3ADA54171
381068	2010	FORD	E-150	VAN	CARGO	1FTN1EW8ADA54182
381069	2010	FORD	E-150	VAN	CARGO	1FTNE1EW6ADA54173
381101	2011	FORD	TRANSIT	VAN	CARGO	NM0LS6AN5BT044854
381102	2011	FORD	TRANSIT	VAN	CARGO	NM0LS6AN8BT044850
381108	2011	FORD	TRANSIT	VAN	CARGO	NM0LS6AN9BT044856
381112	2011	FORD	TRANSIT	VAN	CARGO	NM0LS6AN0BT044857
381114	2011	FORD	TRANSIT	VAN	CARGO	NM0LS6AN9BT044842
381158	2011	FORD	E-150	VAN	CARGO	1FTNE1EW1BDA01700
381168	2011	FORD	E-150	VAN	CARGO	1FTNE1EWXBDA01713
381170	2011	FORD	E-350	VAN	CARGO	NM0LS6AN9BT044856
381171	2011	FORD	E-350	VAN	CARGO	1FTSE3EL6BDB16538
381172	2011	FORD	E-350	VAN	CARGO	1FTSE3EL4BDB16540
381175	2011	FORD	E-350	VAN	CARGO	1FTSE3EL8BDB16556
381182	2011	FORD	E-350	VAN	CARGO	1FTSE3EL7BDB16564
381187	2011	FORD	E-350	VAN	CARGO	1FTSE3EL9BDB16565
381190	2011	FORD	E-350	VAN	CARGO	1FTSE3EL4BDB16554
381205	2012	FORD	TRANSIT	VAN	PASSENGER	NM0KS9BN3CT083309
381208	2012	FORD	TRANSIT	VAN	PASSENGER	NM0KS9BN5CT083313
381210	2012	FORD	TRANSIT	VAN	CARGO	NM0LS7DN0CT109175
381211	2012	FORD	TRANSIT	VAN	CARGO	NM0LS7DN7CT109173
381218	2012	FORD	TRANSIT	VAN	CARGO	NM0LS7DN9CT109174
381274	2012	FORD	E-350	VAN	CARGO	1FTSE3EL6BDB16555
381276	2012	FORD	E-350	VAN	CARGO	1FTSE3ELXBDB15232
381282	2012	FORD	E-350	VAN	CARGO	1FTSE3ELXBDB16560
381284	2012	FORD	E-350	VAN	CARGO	1FTSE3EL3BDB16562
381285	2012	FORD	E-350	VAN	CARGO	1FTSE3EL9BDB16551
381286	2012	FORD	F-350	VAN	CARGO	1FTSE3EL3BDB16559
520066	2000	VOLVO	WG64	DUMP	12 YARD	4V5JC8HE61N311673
529962	1999	VOLVO	WG64	DUMP	12 YARD	4VHJCMHE2XN867211
529964	2000	VOLVO	WG64	DUMP	12 YARD	4VHJCMHE6XN867213
690959	2009	INT'L	7500	VACUUM LOADER	15 YARD	1HTWNAZT69J191089
691290	2012	INT'L	WORK STAR	TANKER	FLUSHER	1HTWKAZR4CJ617995
830113	2001	FRGHTLNER	MT45	STEP VAN	HAZ-MAT	4UZAAPBW21CH90816
830121	2001	FRGHTLNER	MT45	STEP VAN	HAZ-MAT	4UZAAPBW11CH90824
899861	1998	FRGHTLNER	FL-80	FLUSHER	15 YARD	1FVXJJBB5WH925131

899961	1999	FRGHTLNER	FL-112	VACUUM LOADER	15 YARD	1FVXTEDB0YHB53675
960271	2002	STERLING	L-8500	STAKE	15 TON STINGER	2FZHAZAN92AK11500
990590	2005	STERLING	L-7500	VACUUM LOADER	15 YARD	2FZHATDC55AU36881
CE01685	2001	ELGIN	PELICAN	SWEEPER	STREET	P3591D
GE05685	2005	AM-LINCOLN	MPV60	SWEEPER	STREET	482214
GE15810	2015	KUBOTA	RTV1100CWLH-7	UTV	TRANSPORT	17067

SCHEDULE B

DWSD SEWER BONDS

Senior Lien Bonds

Sewage Disposal System Revenue Refunding Senior Lien Bonds, Series 2014E
Sewage Disposal System Revenue Refunding Senior Lien Bonds, Series 2014D
Sewage Disposal System Revenue Refunding Senior Lien Bonds, Series 2014C
Sewage Disposal System Revenue Senior Lien Bonds, Series 2014B
Sewage Disposal System Revenue Senior Lien Bonds, Series 2014A
Sewage Disposal System Revenue & Revenue Refunding Senior Lien Bonds, Series 2012A
Sewage Disposal System Revenue Refunding Senior Lien Bonds, Series 2006D
Sewage Disposal System Revenue Refunding Senior Lien Bonds, Series 2006C
Sewage Disposal System Revenue Senior Lien Bonds, Series 2006B (Conversion Bonds)
Sewage Disposal System Revenue Senior Lien Bonds, Series 2005A (Conversion Bonds)
Sewage Disposal System Senior Lien Revenue Refunding Bonds, Series 2004A
Sewage Disposal System Senior Lien Revenue Bonds, Series 2003B
Sewage Disposal System Senior Lien Revenue & Revenue Refunding Bonds, Series 2003A
Sewage Disposal System Senior Lien Revenue Refunding Bonds, Series 2001C2
Sewage Disposal System Senior Lien Revenue Refunding Bonds, Series 2001C1
Sewage Disposal System Revenue Bonds, Series 1999A
Sewage Disposal System Revenue Bonds (Senior), Series 1999-SRF4
Sewage Disposal System Revenue Bonds (Senior), Series 1999-SRF3
Sewage Disposal System Revenue Bonds (Senior), Series 1999-SRF2
Sewage Disposal System Revenue Bonds (Senior), Series 1999-SRF1
Sewage Disposal System Revenue Refunding Bonds, Series 1998B
Sewage Disposal System Revenue Refunding Bonds, Series 1998A
Sewage Disposal System Revenue Bonds (Senior), Series 1997-B-SRF

Second Lien Bonds

Sewage Disposal System Revenue Refunding Second Lien Bonds, Series 2014G
Sewage Disposal System Revenue Refunding Second Lien Bonds, Series 2014F
Sewage Disposal System Revenue Second Lien Bonds, Series 2006B
Sewage Disposal System Revenue Second Lien Bonds, Series 2006A
Sewage Disposal System Revenue Refunding Second Lien Bonds, Series 2005C
Sewage Disposal System Revenue Refunding Second Lien Bonds, Series 2005B
Sewage Disposal System Revenue Second Lien Bonds, Series 2005A
Sewage Disposal System Second Lien Revenue Bonds, Series 2001E
Sewage Disposal System Second Lien Revenue Bonds, Series 2001D2
Sewage Disposal System Second Lien Revenue Bonds, Series 2001B

Junior Lien Bonds

Sewage Disposal System Revenue Bonds, Series 2015B-SRF
Sewage Disposal System Revenue Bonds, Series 2015A-SRF
Sewage Disposal System Revenue Bonds, Series 2012-SRF
Sewage Disposal System Revenue Bonds, Series 2010-SRF
Sewage Disposal System Revenue Bonds, Series 2009-SRF
Sewage Disposal System Revenue Bonds, Series 2007-SRF
Sewage Disposal System Revenue Bonds, Series 2004-SRF3
Sewage Disposal System Revenue Bonds, Series 2004-SRF2
Sewage Disposal System Revenue Bonds, Series 2004-SRF1
Sewage Disposal System Revenue Bonds, Series 2003-SRF2
Sewage Disposal System Revenue Bonds, Series 2003-SRF1
Sewage Disposal System Revenue Bonds, Series 2002-SRF3
Sewage Disposal System Revenue Bonds, Series 2002-SRF2
Sewage Disposal System Revenue Bonds, Series 2002-SRF1
Sewage Disposal System Revenue Bonds, Series 2001-SRF2
Sewage Disposal System Revenue Bonds, Series 2001-SRF1
Sewage Disposal System Revenue Bonds, Series 2000-SRF2
Sewage Disposal System Revenue Bonds, Series 2000-SRF1

SCHEDULE C

PERMITS

The City and the Authority acknowledge that the following described permits have been compiled from the best available information, have been reviewed by their and DWSD's respective staff and consultants and are believed to be complete and accurate. If it is determined after the execution and delivery of the Lease that the description of the permits needs to be corrected through either the addition or deletion of one or more permits, the Director of DWSD or DWSD-R, as appropriate, and the Director and the Chairperson of the Authority are authorized to modify this Schedule C as necessary by executing an amendment thereto on or prior to the Effective Date and such amendment shall become a part of this Schedule C.

Operating Permits

MI0022802	National Pollutant Discharge Elimination System (NPDES)
MI-ROP-B2103-2014a	Renewable Operating Permit (ROP)
61-13	Permit to Install (Air quality Improvement and Biosolids drying projects)
252-06	Permit to Install (Diesel and natural gas fired backup generators)
333-07	Permit to Install (Odor Control System)
260-99B	Permit to Install (Diesel fired backup generators)
259-99B	Permit to Install (Diesel fired backup generators)
252-99B	Permit to Install (Diesel fired backup generators)
291-06	Permit to Install (Odor Control Systems)
69-06	Permit to Install (Odor Control System)
110-06	Permit to Install (Diesel fired backup generators)
346-08	General Permit for Diesel Fuel Engine Generators With a Maximum Nameplate Capacity of 5 MW
Not Yet Assigned	Permit to Install (Diesel fired backup generators)
332-07	General Permit for Diesel Fuel Engine Generators With a Maximum Nameplate Capacity of 5 MW

121-02a	Permit to Install (Diesel fired backup generators)

Construction Permits

Contract No. & Description	Permit(s)	Permit No.
PC-783 Underground Electric Ductbank Repair & EB-1, EB-2, & EB-10 Primary Power Service Improvements at WWTP Repavement Of Critical Roads at DWWTP	MDEQ Building and Safety	1006144 BLD2010-05435
PC-756, Rehabilitation of Primary Clarifiers 13-16	MDEQ Building and Safety	1006688 16304
PC-780, Rehabilitation of Sludge Pump 1 and 2	MDEQ Building and Safety	1005891 BLD-2011-04517
PC-776: Secondary Clarifiers RAS Pumps and MCC Improvements	MDEQ Building and Safety	1005632 BLD2012-00637
CS-1484/PC-757, Rehabilitation Of Primary Clarifiers and Pipe Gallery	MDEQ	1006636
PC-784, Sewer Meters Installation at 8 sites	MDEQ	1006348
PC-786, Rouge River Outfall No. 2 (RRO-2) Segment 1 – WWTP Modifications	MDEQ US Corps of Engineers	1006417 LRE-2008-00324-7-N-11
PC-787, Replacement of Belt Filter Presses at Complex I and Upper Level Complex II	MDEQ Building and Safety	1006584 BLD2012-04641
PC-789, Pump Station No. 1 Rack and Grit and MPI No. 1 and Jefferson Sampling Stations Improvements	MDEQ Building and Safety	1007155 BLD-2013-03057
PC-789, Addendum, Replacement Of Hot Water and Scum Lines	MDEQ Building and Safety	1007411 BLD-2014-04165

PC-791, Sewage Sludge Incinerators Air Quality Improvements	MDEQ Building and Safety	61-13 BLD2013-04855
PC-792, Biosolids Dryer Facility	MDEQ	1007576

SCHEDULE D

WHOLESALE CUSTOMER CONTRACTS AND RELATED CONTRACTS

The City and the Authority acknowledge that the following described contracts have been compiled from the best available information, have been reviewed by their and DWSD's respective staff and consultants and are believed to be complete and accurate. If it is determined after the execution and delivery of the Lease that the description of the contracts needs to be corrected through either the addition or deletion of one or more contracts, the Director of DWSD or DWSD-R, as appropriate, and the Director and the Chairperson of the Authority are authorized to modify this Schedule D as necessary by executing an amendment thereto on or prior to the Effective Date and such amendment shall become a part of this Schedule D.

Sewer Wholesale Customers

Contracts	Date of Contract
City of Allen Park	01/28/2015
City of Center Line	09/24/2014
City of Dearborn	01/28/2015
City of Farmington	11/09/2014
City of Grosse Pointe	11/09/2014
City of Grosse Pointe Farms	01/06/1941
City of Grosse Pointe Park	11/19/2014
City of Hamtramck	11/19/2014
City of Harper Woods	11/19/2014
City of Highland Park	06/08/1983
City of Melvindale	11/19/2014
Oakland County Evergreen Farmington	12/30/1958
Oakland County Geo. W. Kuhn Drainage District	11/01/1962
Oakland-Macomb Interceptor Drain Drainage District	09/01/2009
Township of Redford	11/19/2014
Wayne County Area 3	07/03/1950
Wayne County Northeast	01/13/1944
Wayne County Rouge Valley	08/15/1961

Related Contracts	Date of Contract
City of Grosse Pointe Farms MOU re Sewage Meter Installation	05/2004
Charter Township of Northville Agreement re Transfer of Rouge Valley Capacity	03/18/2004
Oakland County Evergreen Farmington Agreement for Use of Certain Detroit Sewers	12/30/1958
Oakland County Geo. W. Kuhn Drainage District	11/01/1962

Agreement for Use of Certain Detroit Sewers	
Oakland-Macomb Interceptor Drain Drainage District	01/18/2012
Construction Agreement Northeast Sewage Pump Station	
Charter Township of Plymouth	03/23/2004
Agreement re Transfer of Rouge Valley Capacity	
Wayne County Rouge Valley	08/14/1961
Agreement for Use of Certain Detroit Sewers	

Wastewater Discharge Ordinance Delegation Agreements	Date of Agreement
City of Allen Park	06/08/1992
City of Auburn Hills	07/06/1992
City of Berkley	10/16/1992
City of Beverly Hills	06/15/1992
Village of Bingham Farms	05/26/1992
City of Birmingham	06/08/1992
Charter Township of Bloomfield	05/26/1992
City of Bloomfield Hills	09/21/1992
Charter Township of Canton	07/28/1992
City of Centerline	11/02/1992
Charter Township of Chesterfield	04/21/1992
Village of Clarkston	07/13/1992
City of Clawson	08/27/1992
Charter Township of Clinton	04/10/1992
City of Dearborn	08/31/1992
City of Dearborn Heights	04/14/1992
City of East Detroit	04/21/1992
City of Farmington	05/05/1992
City of Farmington Hills	06/01/1992
City of Ferndale	07/13/1992
Village of Franklin	08/17/1992
City of Fraser	05/15/1992
City of Garden City	04/21/1992
City of Grosse Pointe	09/24/1992
City of Grosse Pointe Farms	09/14/1992
City of Grosse Pointe Park	09/21/1992
City of Grosse Pointe Shores	09/21/1992
City of Grosse Pointe Woods	04/06/1992
City of Hamtramck	08/06/1992
City of Harper Woods	04/20/1992
Charter Township of Harrison	04/28/1992
City of Hazel Park	09/14/1992
City of Highland Park	06/15/1992
City of Huntington Woods	07/21/1992
Charter Township of Independence	
City of Inkster	04/29/1992

City of Keego Harbor	08/20/1992
Village of Lake Orion	05/26/1992
City of Lathrup Village	07/06/1992
Township of Lenox	05/04/1992
City of Livonia	07/03/1992
Township of Macomb	04/23/1992
City of Madison Heights	07/13/1992
City of Melvindale	09/21/1988
Village of New Haven	07/14/1992
City of Northville	04/20/1992
Charter Township of Northville	08/13/1992
City of Novi	04/27/1992
Charter Township of Oakland	09/21/1992
City of Oak Park	07/24/1992
Charter Township of Orion	07/20/1992
Village of Oxford	09/22/1992
Charter Township of Plymouth	07/07/1992
City of Plymouth	10/14/2008
City of Orchard Lake Village	06/15/1992
City of Pleasant Ridge	10/13/1992
City of Plymouth	04/06/1992
Charter Township of Redford	09/21/1987
City of River Rouge	07/09/1992
City of Rochester	06/1994
City of Rochester Hills	06/12/1992
City of Romulus	05/04/1992
City of Roseville	04/28/1992
Charter Township of Royal Oak	03/01/1993
City of Royal Oak	06/03/1992
City of St. Clair Shores	04/06/1992
Charter Township of Shelby	04/13/1992
South Macomb Sanitary District	03/06/1992
City of Southfield	07/14/1992
City of Sterling Heights	06/02/1992
City of Sylvan Lake	08/13/1992
City of Troy	04/27/1992
City of Utica	04/24/1992
Charter Township of Van Buren	05/05/1992
Township of Washington	06/11/1992
Charter Township of Waterford	07/13/1992
City of Wayne	04/21/1992
Charter Township of West Bloomfield	07/07/1992
City of Westland	06/02/1992

SCHEDULE E

VENDOR CONTRACTS

The City and the Authority acknowledge that the following described contracts have been compiled from the best available information, have been reviewed by DWSD staff and are believed to be complete and accurate. If it is determined after the execution and delivery of the Lease that the description of the contracts needs to be corrected through either the addition or deletion of one or more contracts, the Director of DWSD or DWSD-R, as appropriate, and the Director and the Chairperson of the Authority are authorized to modify this Schedule E as necessary by executing an amendment thereto on or prior to the Effective Date and such amendment shall become a part of this Schedule E.

CONTRACT #	**VENDOR/SUPPLIER**
DWS-881	Detroit Electrical Services, LLC
DWS-882	Detroit Radio Team
DWS-889	Inland Water Pollution Control, Inc.
DWS-890	Inland Water Pollution Control, Inc.
DWS-900	Inland Waters Pollution Control, Inc.
DWS-901	Inland Waters Pollution Control, Inc.
PC-685	Jenkins/PCI JV
PC-713	DATA.NET
PC-773D	Emerson Process Management Power and
PC-774	Tooles Contracting Group, LLC
PC-776	Weiss Construction Co.
PC-782	Motor City Electric Co.
PC-783	Weiss Construction Co.
PC-784A	Weiss Construction Co.
PC-786	Walsh Construction Co.
PC-787	Weiss Construction Co.
PC-788	J.F. Cavanaugh Co.
PC-789	Weiss Construction Co.
PC-790	DeMaria Building Co.
PC-791	Walsh Construction Co.
PC-792	New England Fertilizer Co.
PC-793	Lakeshore Global Corporation
RFB 46149	Motor City Electric Company
RFB 46533	Weiss Construction Company, LLC
SCP-003	Tooles Contracting Group, LLC
SCP-005	PCI, LLC
WS-648A	Major Cement Company
CS-1421	METCO Services, Inc.
CS-1422	SBC Global Services, Inc.
CS-1432A	Tucker, Young, Jackson, Tull, Inc.
CS-1433	PMA Consultants, LLC

CS-1444	Arcadis G & M of Michigan, Inc.
CS-1445	Project Innovations, Incorporated
CS-1476	Data Consulting Group
CS-1481	Sigma Associates, Inc.
CS-1482	Applied Science, Inc.
CS-1483	CDM Michigan, Inc.
CS-1488	Somat Engineering, Inc.
CS-1490	NTH Consultants, Ltd.
CS-1499	METCO Services, Inc.
CS-1513	Somat Engineering, Inc.
CS-1522	Tetra Tech of Michigan, PC
CS-1524	Process Control & Instrumentation LLC
CS-1525	Wade Trim, Inc.
CS-1526	Process Control & Instrumentation LLC
CS-1543	CDM Michigan, Inc.
CS-1544	Granicus, Inc.
CS-1547	Southeast Michigan Council of Governments
CS-1555	EMA, Inc.
CS-1558	Foster Group
CS-1585	Plante & Moran, LLC
CS-1586	Plante & Moran, LLC
CS-1652	Tetra Tech of Michigan, P.C.
LS-1532	Steven H. Schwartz & Associates
LS-1545	Dykema Gossett PLLC
LS-1553	Clark Hill, PLC
LS-1554	Kitch, Drutchas, Wagner, Valututti & Sherbrook
LS-1556	Clark Hill, PLC
LS-1563	Williams Acosta PLLC
PS-1533	Anthony Wachocki
PS-1711	Robert Kowal
PS-1725	Ella Lee
RFB 46280	Detroit Contracting, Inc. and PES Group, PC, Joint Venture
2907205	Experis Finance US LLC
2841666	Bucks Oil Co Inc.
2883456	Ultra Scientific Inc.
2884870	Superior Welding Supplies Inc.
2872157	Magid Glove and Safety MFG Co LLC
2853267	Detroit Pump & Mfg Co
2871652	HD Edwards & Co.
2853888	JCI Jones Chemicals Inc.
2887677	Premier Group Associates LC
2856869	Bankston Construction Inc.
2857965	Aramark Uniform Services
2888799	YTI Office Express
2858292	Waste Management of Michigan Inc.

2856823	Polydyne Inc.
2873927	Safety Services Inc.
2874762	Saf-T-Gard International Inc.
2905029	Thermo Electron North America LLC
2904528	PTS Professional Technical Service Inc.
2878332	O I Corporation
2875490	SD Myers
2859658	Fred's Key Shop
2890283	Alfa Laval Inc.
2838578	Hercules & Hercules Inc.
2890304	D A Central Inc.
2857979	PVS Nolwood Chemical Inc.
2877653	Hercules 7 Hercules Inc.
2879482	McNaughton McKay Electric Company
2891774	PVS Technologies Inc.
2895657	Audio Visual Equipment & Supplies
2892569	Landmark Systems Inc.
2893661	Kemira Water Solutions
2879762	Alexander Chemical Corp
2880339	PVS Nolwood Chemical Inc.
2894351	Arrow Office Supply Co.
2895126	D2W Industries Inc.
2895471	Shimadzu Scientific Instruments, Inc.
2896154	Grainger
2896158	McNaughton McKay Electric Company
2885706	Star Auto Wash & Detailing
2896730	Thermo Electron North America LLC
2882552	Dell Computer Corporation
2897583	VWR International
2883272	Hercules & Hercules Inc.
2897428	Thyssenkrupp Elevator Corp.
2884193	Phoenix Environmental Inc.
2898401	Kirk's Automotive Inc.
2885259	Vehicle Maintenance Program Inc.
2899051	Stansley Industries Inc.
2899993	Lakeshore Global Corporation
2899992	United Resource LLC
2901428	PVS Nolwood Chemical Inc.
2902097	Metro Welding Supply Corp.
2902485	Stone Transport LP
2887231	Agilent Technologies Inc.
2902502	Rickman Enterprise Group, LLC
2903525	Kirk's Automotive Inc.
2890258	Rose Pest Solutions
2905572	Trader Ray Tire Center

2905628	Jack Doheny Companies Inc.
2889394	Geisler Company
2861580	Testamerica Laboratories Inc.
2892081	Allingham Corporation
2892080	AIS Construction Equipment
2892779	Eastern Oil Co.
2893101	Michigan Cat
2893079	Cloverdale Equipment Co.
2894404	Royal Arc Welding Co
2891658	Rotork Controls Inc.
2898169	Evoqua Water Technologies LLC
2882311	Praxair Inc.
2842934	Konica Minolta Business Solution
2881302	Hercules & Hercules Inc.
2850719	State of Michigan
2831990	Hach Company
2825800	Detroit Media Partnership LP #1008
2507987	Komline-Sanderson Engineering 23422
2878278	Republic Services
2723395	SAP Public Services Inc.
2866295	Merit Network Inc.
2885708	Busy B's Hand Car Wash
2902534	Marine Pollution Control Corp.
2891803	Polydyne Inc.
2893662	Argus Group Inc DBA Argus Hazco
2647565	Praxair Inc.
2770687	Michigan Chronicle Publishing Co.
2884519	Verizon Wireless

SCHEDULE F

COLLECTIVE BARGAINING AGREEMENTS

Union

Michigan Council 25 of the American Federation of State, County and Municipal Employees, AFL-CIO, Local 2920

Association of Professional Construction Inspectors

Building Trades Foremen Unit of Michigan Building and Construction Trades Council, AFL-CIO

Michigan Building and Construction Trades Council, AFL-CIO

I.U.O.E. Local 324 – Operating Engineers, Detroit Principal Clerks & Park Management Units

Detroit Senior Water Systems Chemist Association

Teamsters State, County and Municipal Workers, Local 214

Utility Workers Union of America, Local 488 and Local 531

Utility Workers Union of America, Local 504

SCHEDULE G

PARAGRAPH 24 OF BANKRUPTCY ORDER

24. DWSD Contribution to GRS Pension Plan. DWSD's contributions to the GRS pension plan set forth in the Plan shall be accounted for as follows: (i) DWSD shall pay as operation and maintenance expenses, to be allocated between the Sewage Disposal System and the Water Supply System (collectively, the "Systems") consistent with the allocation of labor costs between the two Systems, no more than the aggregate sum of (a) $24 million per annum (which is payable monthly); and (b) DWSD's allocable share of its annual "defined contribution" payments related to the DWSD employees; and (ii) DWSD shall pay from the Revenues of each of the Sewage Disposal System and the Water Supply System, on the same ratable basis as set forth in (i) above, the difference between the annual allocation of the Plan GRS pension contributions provided in the Plan and $24 million in the aggregate from "pension liability payment funds" established for each of the Sewage Disposal System and the Water Supply System (such funds, the "Pension Liability Payment Funds") that will be placed in priority of payment after all of the Interest and Redemption Funds (including the Reserve Accounts, if any, therein) and before the Extraordinary Repair and Replacement Reserve Fund (all as defined in the Existing Bond Documents) for each of the Sewage Disposal System and the Water Supply System, such that the respective Pension Liability Payment Funds will be subordinated to the 2014 DWSD Revenue and Revenue Refunding Bonds and all other existing DWSD bond debt. Sufficient funds shall be allocated to each of the Pension Liability Payment Funds on a monthly basis until such time as each System's Pension Liability Payment Fund contains funds sufficient to pay the difference between each System's allocable share of the annual allocation of the GRS pension contributions provided in the Plan, and each System's allocable share of $24 million. If such amounts in a Pension Liability Payment Fund are insufficient to provide for that fiscal year's requirement for the respective System's contribution to the GRS pension plan by June 30 of that fiscal year, then any amounts or securities held in the respective System's Surplus Fund, Construction Fund, Improvement and Extension Fund, Extraordinary Repair and Replacement Reserve Fund (in excess of the Extraordinary Repair and Replacement Minimum Requirement) and any other now-existing or after arising accounts under the applicable System's Indenture to which payments are subordinate to the payments to the Interest and Redemption Funds (including the Reserve Accounts, if any, therein) as listed in Section 2.02(a) - (f) of the respective System's Indenture, shall be credited or transferred from such Funds or accounts in the priority and order listed above (after satisfaction of the transfers required by Section 2.11 of each Indenture to the Operating and Maintenance Fund and the Interest and Redemption Funds) to the respective System's Pension Liability Payment Fund; provided, however, that solely for purposes of determining the crediting or transferring of funds to the respective "Pension Liability Payment Funds": (i)(a) the formulae presently used to determine the Extraordinary Repair and Replacement Minimum Requirement and (b) the definition of "Extraordinary Repair and Replacement Minimum Requirement" in the applicable Indentures existing as of the date of this Order will not be changed unless and until DWSD has paid in full the aggregate annual allocation of the GRS pension contributions provided in the Plan; (ii) the amount of the Extraordinary Repair and Replacement Minimum Requirement is not increased over the amount of such minimum, which as of the date of this Order is $4,693,660 for the Water Supply System

and $6,725,917 for the Sewage Disposal System, until the GRS pension contributions provided in the Plan are paid in full; and (iii) provided such funds are not subject to restriction barring transfer under Section 2.11 of the respective Indenture existing as of the date hereof; and provided, further, that in no event shall any amounts held in a Construction Fund that are (x) the proceeds of any debt issued for such System pursuant to the applicable Bond Ordinance, as the same may be amended, modified or supplemented, or (y) otherwise lawfully restricted to use for capital improvements to a System be credited to the Pension Liability Payment Fund. Moreover, no amounts may be credited or transferred from a Construction Fund unless such credit or transfer (i) is approved by the Michigan Department of Treasury, if such approval is then required by law, and (ii) based upon an opinion of bond counsel, such credit or transfer will not adversely affect the exclusion from gross income for federal income tax purposes of securities the proceeds of which were deposited in such account. In the event there is any shortfall in the annual funding of a Pension Liability Payment Fund at the end of any fiscal year, that shortfall shall be paid in the next fiscal year according to the payment priorities set forth in this Paragraph 24.

Troy 63818-1 1505899v3

REGIONAL WATER SUPPLY SYSTEM LEASE

Execution Copy

REGIONAL WATER SUPPLY SYSTEM LEASE

Between

CITY OF DETROIT

And

GREAT LAKES WATER AUTHORITY

Dated June 12, 2015

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REGIONAL WATER SUPPLY SYSTEM LEASE

THIS REGIONAL WATER SUPPLY SYSTEM LEASE entered into on June 12, 2015, by and between the CITY OF DETROIT (the "City"), a home rule city organized and existing under the constitution and laws of the State of Michigan, and the GREAT LAKES WATER AUTHORITY (the "Authority"), a municipal authority and public body corporate organized and existing under and pursuant to the provisions of Act No. 233, Public Acts of Michigan, 1955, as amended ("Act 233").

WITNESSETH:

WHEREAS, a Memorandum of Understanding (the "MOU") was entered into on September 9, 2014, by the Emergency Manager and the Mayor of the City, the County Executive of each of Macomb County, Oakland County and Wayne County, and the Governor of the State, for the purpose of establishing a regional authority pursuant to Act 233 to operate, control and improve both the Water Supply System and Sewage Disposal System owned by the City and presently operated by DWSD (except the City local system infrastructure) and to lease the Water Supply System and Sewage Disposal System (except the City local system infrastructure) from the City for an initial term of forty (40) years; and

WHEREAS, pursuant to the MOU, the City and each wholesale customer of the Water System, through their respective ratepayers, shall retain complete responsibility (in the case of the City, in accordance with the terms of the Water and Sewer Services Agreement) for all obligations associated with their individual revenue requirements; and

WHEREAS, pursuant to the MOU and to resolutions approving the Authority's Articles of Incorporation adopted by the City Council of the City, the Board of Commissioners of Macomb County, the Board of Commissioners of Oakland County and the County Commission of Wayne County, the Authority has been incorporated for the purpose of, among other things, acquiring, owning, leasing, improving, enlarging, extending, financing, refinancing and operating a water supply system and a sewage disposal system, including a storm water collection and treatment system, or a combination of such systems; and

WHEREAS, Section 5 of Act 233 authorizes the Authority to acquire property for a water supply system by lease and to hold, manage and control such property; and

WHEREAS, on September 9, 2014, pursuant to EM Order No. 34, the Emergency Manager for the City authorized the Mayor of the City to negotiate the terms and execute and deliver a lease for each of the Water Supply System and the Sewage Disposal System, an agreement between the City and the Authority relating to the operation, management and improvement of the City local system infrastructure, and a transition agreement consistent with the parameters established by the MOU, and to take such other actions as may be necessary or desirable to complete the transfer of the Water Supply and Sewage Disposal Systems as described in the MOU; and

WHEREAS, on November 12, 2014, an Order Confirming Eighth Amended Plan for the Adjustment of Debtor of the City of Detroit ("Confirmation Order") was entered (Docket No. 8272) confirming the Plan of Adjustment; and

WHEREAS, paragraph 38 of the Confirmation Order approved the MOU in all respects, and authorized the City to enter into, and take any action necessary to perform under or implement, the terms of the MOU and any final agreement resulting from the MOU creating the Authority subject to additional terms and conditions described therein; and

WHEREAS, as contemplated in the MOU, the City and the Authority desire to enter into this Lease providing for the City to lease the Leased Water Facilities and to transfer its interest in the Revenues to the Authority, subject to the terms and conditions set forth herein.

ARTICLE I - DEFINITIONS

SECTION 1.1 Definitions. In addition to the words and terms elsewhere defined in this Lease, the following words and terms as used in this Lease and the preambles hereto shall have the following meanings unless the context or use indicates another or different meaning.

(a) "Act 94" means Act No. 94, Public Acts of Michigan, 1933, as amended from time to time.

(b) "Applicable Laws" means all laws, rules, regulations, ordinances, permit and license requirements, and orders of courts, governmental officials and agencies of competent jurisdiction with respect to the Leased Water Facilities or which generally relate to the Leased Water Facilities.

(c) "Authority Pension Pool" means that portion of the DWSD Pension Pool that is allocated to the Authority.

(d) "Authority's Address" means 735 Randolph Street, Detroit, Michigan 48226, Attention: Chairperson, or such other address set forth in a written notice from the Authority to the City.

(e) "Bankruptcy Order" means the order entered (Docket No. 7028) by the United States Bankruptcy Court for the Eastern District of Michigan on August 25, 2014 (In re City of Detroit, Michigan, Debtor, Case No. 13-53846).

(f) "BC Note Obligation" means, collectively, the amounts required to be paid by DWSD pursuant to the Plan of Adjustment in respect of debt service on (i) the City of Detroit Financial Recovery Bonds, Series 2014B(1) and Series 2014B(2), dated December 14, 2014, and (ii) the City of Detroit Financial Recovery Bonds, Series 2014C, dated December 14, 2014, which bonds were issued to satisfy in whole or in part claims relating to the City's pension obligation certificates and post-retirement health benefits.

(g) "Bonds" means, collectively, the DWSD Water Bonds being assumed by the Authority as provided in the Master Bond Ordinance and bonds or other evidences of indebtedness issued by the Authority under the Master Bond Ordinance pursuant to Act 94, all of

which are secured by a pledge of and a statutory lien upon the Net Revenues of the Water System.

(h) "Budget Stabilization Fund" means the fund to be established in the Master Bond Ordinance as described in Section 3.2(b)(iv).

(i) "Budget Stabilization Requirement" shall have the meaning given such term in the Water and Sewer Services Agreement.

(j) "Capital Improvement Program" means the ongoing program of capital improvements for the Leased Water Facilities, as the same may be modified from time to time by the Authority.

(k) "City Residual Costs" means costs and liabilities incurred by the City which are associated with (i) the lease of the Leased Water Facilities and the transfer and assignment of the DWSD contracts and DWSD employees to the Authority, including unemployment and separation costs (excluding salaries beyond required notice periods) related to DWSD employees who decline to transfer to the Authority, (ii) excess capacity resulting from the establishment by the Authority of separate capacity performing the same function during and for any period the Authority has contracted for such capacity from the City, to the extent agreed to by the City and the Authority, and (iii) claims against the City by third parties whose contracts or rights were transferred to and assumed by the Authority under the terms of this Lease.

(l) "City's Address" means City of Detroit Water and Sewerage Department, 735 Randolph Street, Detroit, Michigan 48226, Attention: Director, with a copy to City of Detroit, Office of the Mayor, Coleman A. Young Municipal Center, 2 Woodward Avenue, 11th Floor, Detroit, Michigan 48226, or such other address or addresses set forth in a written notice from the City to the Authority.

(m) "common-to-all" means the method or methods for allocating to wholesale customers of the Regional Water System and Retail Water Customers the cost of water service provided by the Regional Water System that benefits both wholesale customers and Retail Water Customers, which allocation is determined on a case-by-case analysis of the benefits derived by each customer class from such service.

(n) "Detroit Capital Improvement Program" means the ongoing program of capital improvements for the Detroit Local Water Facilities, as the same may be modified from time to time by the City.

(o) "Detroit Local Sewer Facilities" means those sewage disposal facilities, other than the Leased Sewer Facilities, existing on the Effective Date that are used to provide sewer service directly to Retail Sewer Customers.

(p) "Detroit Local Water Facilities" means those water supply system facilities, other than the Leased Water Facilities, existing on the Effective Date that are used to provide water service directly to Retail Water Customers. Detroit Local Water Facilities shall include all fire hydrants and related appurtenances.

(q) "DWSD" means the Detroit Water and Sewerage Department, as in existence immediately prior to the Effective Date.

(r) "DWSD-R" means the Detroit Water and Sewerage Department, as in existence on and after the Effective Date.

(s) "DWSD Master Water Bond Ordinance" means Ordinance No. 30-02 adopted by the City Council of the City, as amended through the Effective Date, that authorized the issuance of the DWSD Water Bonds, as supplemented by the Trust Indenture, dated as of February 1, 2013, between the City and U.S. Bank National Association, as trustee, as amended through the Effective Date.

(t) "DWSD Pension Pool" means that portion of the undivided interest in investments and the pension liabilities of the GRS Plan that is allocated to DWSD retirees, deferred retirees and active vested and non-vested members.

(u) "DWSD-R Pension Pool" means that portion of the DWSD Pension Pool that is allocated to DWSD-R.

(v) "DWSD Sewer Bonds" means all bonds and other evidences of indebtedness of the City secured by a pledge of and a statutory lien upon the Net Revenues of the Sewer System outstanding immediately prior to the Effective Date, as more fully described in the Sewer Lease.

(w) "DWSD Water Bonds" means all bonds and other evidences of indebtedness of the City secured by a pledge of and a statutory lien upon the Net Revenues of the Water System outstanding immediately prior to the Effective Date, as more fully described in Schedule B attached hereto.

(x) "Effective Date" means the date on which the conditions set forth in Section 3.2 have been satisfied, as determined by the Mayor of the City and a supermajority (5/6) vote of the Board of the Authority.

(y) "Fiscal Year" means the period beginning on July 1 of each year and ending on June 30 of the following year.

(z) "GRS" means the General Retirement System of the City.

(aa) "GRS Plan" means the frozen defined benefit plan of the GRS in effect on the effective date of the Plan of Adjustment.

(bb) "Incorporating Municipalities" means, collectively, the City, Macomb County, Oakland County and Wayne County, as the incorporating municipalities of the Authority.

(cc) "Lease" means this Regional Water Supply System Lease, as it may be amended or supplemented as provided herein.

(dd) "Leased Water Facilities" means, collectively, all of the City's right, title and interest in and to that portion of the real and tangible personal property comprising a part of the Water System and owned by the City and providing water service to the wholesale customers of the Regional Water System and Retail Water Customers up to the point of connection to the Detroit Local Water Facilities, including without limitation the land, buildings, water intakes, pump stations, storage facilities, other structures, fixtures (including meters and transmission mains), and improvements, and real property interests such as easements, access rights, rights of way, permits, licenses and leases, all as more fully set forth in Schedule A attached hereto (the "Real Property"), and any and all tangible personal property such as machinery, equipment, vehicles, furniture, office equipment, software, hardware, security systems, communications systems, other information technology systems and inventory used in connection with the Real Property, including without limitation the personal property that is described in Schedule A attached hereto (the "Personal Property"). Leased Water Facilities include all improvements and additions to and replacements of the foregoing described Real Property and Personal Property, but do not include the Detroit Local Water Facilities.

(ee) "Leased Sewer Facilities" means, collectively, all of the City's right, title and interest in and to that portion of the real and tangible personal property comprising a part of the Regional Sewer System and owned by the City and providing sewer service to the wholesale customers of the Regional Sewer System and Retail Sewer Customers up to the point of connection to the Detroit Local Sewer Facilities, all as more fully set forth in the Sewer Lease.

(ff) "Lease Payment" means the annual payment required to be made by the Authority for the benefit of the City pursuant to Section 3.4 in consideration for the leasing of the Leased Water Facilities to the Authority and the absolute and irrevocable assignment and transfer to the Authority of the Revenues as provided herein and to be applied by the Authority in accordance with the Master Bond Ordinance.

(gg) "Local Sewer System" means that portion of the Sewer System that provides sewer service directly to Retail Sewer Customers, which on the Effective Date consists of the Detroit Local Sewer Facilities.

(hh) "Local Water System" means that portion of the Water System that provides water service directly to Retail Water Customers, which on the Effective Date consists of the Detroit Local Water Facilities.

(ii) "Macomb County" means the Charter County of Macomb, Michigan.

(jj) "Master Bond Ordinance" means the ordinance to be adopted by the Authority prior to the Effective Date, setting forth the terms and provisions under which Bonds may be issued, as amended and supplemented as provided therein.

(kk) "Net Revenues" has the meaning given thereto in Act 94.

(ll) "Oakland County" means the County of Oakland, Michigan.

(mm) "O&M Expenses" means for each Fiscal Year all expenses of administration and operation and the expenses for maintenance as may be necessary to preserve

the Regional Water System or the Local Water System, as the case may be, in good repair and working order, including costs incurred by the City in connection with its service as agent pursuant to Article 2 of the Water and Sewer Services Agreement.

(nn) "Pension Obligation" means the amounts required to be paid over time by DWSD in respect of the frozen defined benefit plan of the GRS as provided in the Plan of Adjustment and the Bankruptcy Order.

(oo) "Plan of Adjustment" means the Eighth Amended Plan of Adjustment of the City as confirmed by order of the United States Bankruptcy Court for the Eastern District of Michigan entered on November 12, 2014 (In re City of Detroit, Michigan, Debtor, Case No. 13-53846).

(pp) "Prudent Utility Practices" means those practices, methods, techniques, standards and acts engaged in or approved by a significant portion of the regulated water utility industry in the United States or any of the practices, methods, techniques, standards and acts which, in the exercise of reasonable judgment in light of the facts known (or which a qualified and prudent operator could reasonably be expected to have known) at the time a decision is made, would have been expected to accomplish a desired result at a reasonable cost consistent with good business practices, reliability, safety and expedition, in each case related to the operation, maintenance and improvement of similar systems at utility facilities of the same or similar size and type as the Leased Water Facilities.

(qq) "Regional Sewer System" means that portion of the Sewer System that provides sewer service to the wholesale customers thereof and Retail Sewer Customers up to the point of connection to the Local Sewer System, which on the Effective Date consists of the Leased Sewer Facilities.

(rr) "Regional Water System" means that portion of the Water System that provides water service to the wholesale customers thereof and Retail Water Customers up to the point of connection to the Local Water System, which on the Effective Date consists of the Leased Water Facilities.

(ss) "Retail Sewer Customers" means those individual customers located within and outside the City that receive sewer service directly from the Detroit Local Sewer Facilities.

(tt) "Retail Water Customers" means those individual customers located within and outside the City that receive water service directly from the Detroit Local Water Facilities.

(uu) "Retail Revenues" means Revenues collected from Retail Water Customers.

(vv) "Revenues" means the revenues, including the Retail Revenues, of the Authority from the Water System, which shall be construed as defined in Act 94, and shall include all moneys collected directly or indirectly by the Authority, or the City as agent for the

Authority, under the Water and Sewer Services Agreement and required to be deposited into the Receiving Fund established under Section 502 of the Master Bond Ordinance.

(ww) "Sewer Lease" means the Regional Sewage Disposal System Lease, to be effective on the Effective Date, relating to the lease of the Leased Sewer Facilities from the City to the Authority.

(xx) "Sewer Lease Payment" means the annual payment required to be made by the Authority for the benefit of the City pursuant to the Sewer Lease.

(yy) "Sewer System" means the City's sewage disposal system as existing immediately prior to the Effective Date, which consists on the Effective Date of the Regional Sewer System and the Local Sewer System.

(zz) "Shared Services Agreement" means the Shared Services Agreement between the City and the Authority relating to the provision of services by the City to the Authority with respect to the Regional Water System and the Regional Sewer System, and the provision of services by the Authority to the City with respect to the operation and management of the Detroit Local Water Facilities and the Detroit Local Sewer Facilities, as it may be amended and supplemented as provided therein.

(aaa) "State" means the State of Michigan.

(bbb) "Water and Sewer Services Agreement" means the Water and Sewer Services Agreement, dated June 12, 2015, between the City and the Authority relating to the provision of water service to Retail Water Customers and sewer service to Retail Sewer Customers, as it may be amended and supplemented as provided therein.

(ccc) "Water System" means the City's water supply system as existing immediately prior to the Effective Date, which on the Effective Date consists of the Regional Water System and the Local Water System.

(ddd) "Wayne County" means the Charter County of Wayne, Michigan.

(eee) "WRAP Fund" means the Water Residential Assistance Program Fund to be established pursuant to the MOU, which shall be a fund independently-administered on behalf of the Authority to provide assistance to indigent residential customers throughout the Water System and the Sewer System.

ARTICLE II - REPRESENTATIONS

SECTION 2.1 Representations of the City. The City represents and warrants to the Authority as follows:

(a) The City is a home rule city duly existing under the Constitution and laws of the State, and has the right, power and authority to enter into this Lease and perform its obligations hereunder.

(b) To the knowledge of the City, as set forth in a certificate of the DWSD Director and the DWSD Chief Administrative and Compliance Officer/General Counsel, the City has not mortgaged, pledged or subjected to any lien, charge or security interest any of the Leased Water Facilities nor has the City entered into any lease or easement agreement or created any other encumbrance with respect to any of the Leased Water Facilities that in each case would adversely affect the ability of the Authority to operate the Leased Water Facilities as provided in Section 5.1.

(c) To the knowledge of the City, as set forth in a certificate of the DWSD Director and the DWSD Chief Administrative and Compliance Officer/General Counsel, there presently exists no material casualty loss or damage to the Leased Water Facilities that would prevent the Authority from operating the Leased Water Facilities as provided in Section 5.1.

(d) To the knowledge of the City, as set forth in a certificate of the DWSD Director and the DWSD Chief Administrative and Compliance Officer/General Counsel, there are no claims, actions, suits, proceedings, loss events or investigations pending or, to the best of the City's knowledge, threatened against or affecting the Leased Water Facilities or the validity of this Lease, at law or in equity, or before or by any federal, state, municipal or governmental department, commission, board, bureau, agency or instrumentality which, if adversely determined against the City, would have a material adverse effect on the Leased Water Facilities, the Net Revenues of the Water System or the City's ability to enter into this Lease.

(e) In connection with the Leased Water Facilities, to the knowledge of the City, as set forth in a certificate of the DWSD Director and the DWSD Chief Administrative and Compliance Officer/General Counsel, (i) there are no unresolved notices of violation, orders, claims, citations, complaints, penalty assessments, suits or other proceedings pending against the City which have been unresolved for a period of more than 30 days or which are not expected to be resolved within 30 days or such other period specified for cure which in each case could have a material adverse impact on the operation of the Leased Water Facilities if allowed to continue beyond that period and (ii) there is no investigation or review pending or threatened against the City by any governmental entity or third party with respect to any alleged violation of any federal, state or local environmental law, regulation, ordinance, standard, permit or order relating to the operation of the Leased Water Facilities which could have a material adverse impact on the operation of the Leased Water Facilities.

SECTION 2.2 Representations of the Authority. The Authority represents and warrants to the City as follows:

(a) The Authority has been duly incorporated and is validly existing as a municipal authority and public body corporate under Act 233, and has the right, power and authority to enter into this Lease and to perform its obligations hereunder.

(b) There are no claims, actions, suits, proceedings or investigations pending against the Authority, or to the best of the Authority's knowledge, threatened, that would have a material adverse effect on the transactions contemplated or provided for in this Lease.

ARTICLE III - LEASE OF LEASED WATER FACILITIES

SECTION 3.1 Term of this Lease. The term of this Lease (the "Term") shall commence on the Effective Date and shall terminate on the later of the Initial Lease Termination Date or the Extended Lease Termination Date. Until the Effective Date, which is contingent on the satisfaction of the conditions set forth in Section 3.2, this Lease shall not constitute a sale, lease or disposition of the Water System or any substantial part thereof, as contemplated by Section 18 of the Detroit Master Water Bond Ordinance. This Lease shall initially terminate on the fortieth (40th) anniversary of the Effective Date (the "Initial Lease Termination Date"). Upon the issuance of Bonds with a final stated maturity date after the Initial Lease Termination Date, the Initial Lease Termination Date shall automatically, and without further action of the parties hereto, be amended to coincide with the date on which all of the Bonds have been paid or provision for payment of all of the Bonds has been made in accordance with the Master Bond Ordinance (the "Extended Lease Termination Date").

SECTION 3.2 Conditions Precedent to Effective Date. The Effective Date shall be deemed to have occurred when all of the following conditions have been satisfied, as evidenced by a certificate signed by authorized officers of the City and the Authority:

(a) This Lease, the Sewer Lease, the Water and Sewer Services Agreement and the Shared Services Agreement shall have been duly authorized, executed and delivered by the City and the Authority.

(b) The effective date under the Sewer Lease shall occur on the same date as the Effective Date under this Lease.

(c) The Master Bond Ordinance shall have been duly adopted by the Authority and shall be in full force and effect and shall contain the following provisions:

(i) The rate covenant and the test for the issuance of additional bonds thereunder shall both conform to DWSD's existing coverage requirements of 1.20, 1.10 and 1.00 for senior lien, second lien and junior lien indebtedness, respectively;

(ii) A flow of funds consistent with Act 94, the MOU and representations made by DWSD to certain holders of DWSD Water Bonds that agreed to purchase such DWSD Water Bonds following a tender thereof on September 4, 2014, in the following order of priority as required by Act 94: (A) O&M Expenses of the Regional Water System and the Local Water System, and (B) debt service on all indebtedness payable from Net Revenues of the Water System before making deposits to other accounts in the flow of funds;

(iii) A covenant to comply with the provisions of the Bankruptcy Order, including but not limited to paragraph 24 thereof which is attached hereto as Schedule G; and

(iv) The establishment of a Budget Stabilization Fund, which shall be a restricted account held by the Authority under the Master Bond Ordinance. The Budget Stabilization Fund shall be funded by Retail Revenues in an amount equal to the Budget Stabilization Requirement as provided in the Water and Sewer Services Agreement. Moneys in

the Budget Stabilization Fund may be applied by the Authority in its discretion for any lawful purpose of the Water System as provided in the Water and Sewer Services Agreement. The deposit of Revenues in the Budget Stabilization Fund shall be subordinate to payment of O&M Expenses and the principal of and interest on the Bonds.

(d) The ordinances required by Section 5.7(c) shall have been duly adopted by the Board of Water Commissioners of DWSD and the Authority, respectively, and shall be in full force and effect.

(e) The Authority shall have secured all permits and other governmental approvals necessary to operate the Leased Water Facilities, which are set forth in Schedule C attached hereto.

(f) DWSD shall have secured the consent of

(i) U.S. Bank National Association, as the trustee for the DWSD Water Bonds, and the holders of not less than fifty-one percent (51%) in principal amount of the DWSD Water Bonds outstanding on the Effective Date to:

(A) an amendment to the DWSD Master Water Bond Ordinance which amendment authorizes this Lease and certain of the transactions contemplated by this Lease;

(B) a supplement to the Trust Indenture dated as of February 1, 2013, as amended, among the City, DWSD and U.S. Bank National Association, as trustee, which supplement authorizes this Lease and certain of the transactions contemplated by this Lease; and

(C) the obligor on the DWSD Water Bonds owned by such holders being changed from the City to the Authority on the Effective Date, and in connection with such change in obligor the release and discharge of the City from any liability or other obligation to such holders of the DWSD Water Bonds and U.S. Bank National Association as the trustee therefor in connection with the DWSD Water Bonds, and

(ii) U.S. Bank National Association, as the trustee for the DWSD Sewer Bonds, and the holders of not less than fifty-one percent (51%) in principal amount of the DWSD Sewer Bonds outstanding on the Effective Date to:

(A) an amendment to the master bond ordinance for the DWSD Sewer Bonds which amendment authorizes the Sewer Lease and certain of the transactions contemplated by the Sewer Lease;

(B) a supplement to the Trust Indenture dated as of June 1, 2012, among the City, DWSD and U.S. Bank National Association, as trustee, which supplement authorizes the Sewer Lease and certain of the transactions contemplated by the Sewer Lease; and

(C) the obligor on the DWSD Sewer Bonds owned by such holders being changed from the City to the Authority on the Effective Date, and in connection

with such change in obligor the release and discharge of the City from any liability or other obligation to such holders of the DWSD Sewer Bonds and U.S Bank National Association as the trustee therefor in connection with the DWSD Sewer Bonds.

Receipt of the foregoing consents shall be evidenced by a certificate to that effect of U.S. Bank National Association, as trustee for the DWSD Water Bonds and DWSD Sewer Bonds, respectively, delivered to the Authority, the City and DWSD.

(g) The Authority and the City shall have received (i) an opinion of Authority bond counsel to the effect that the lease of the Leased Water Facilities to the Authority and assumption by the Authority of the DWSD Water Bonds, will not, in and of themselves, materially impair the tax-exempt status of the interest on the DWSD Water Bonds, and (ii) confirmation from a nationally recognized rating agency then rating the DWSD Water Bonds that the rating assigned to the Bonds, after such assumption, is not less than the then-existing rating on the DWSD Water Bonds assigned by such rating agency.

(h) The Authority shall demonstrate the ability to issue at least One Dollar ($1.00) of additional indebtedness at each level of priority under the additional bonds tests described in (c)(i) above.

(i) The City and the Authority shall have each received (i) opinions of counsel for the City and the Authority to the effect that this Lease is valid, binding and enforceable with respect to the City and the Authority, respectively, and (ii) an opinion of counsel for DWSD that the rates for wholesale customers and the City adopted by DWSD for the Fiscal Year beginning July 1, 2015 are binding and effective.

(j) The City shall have received all necessary consents to the assignment of the wholesale customer contracts set forth in Schedule D.

(k) The Authority, the City and GRS shall have entered into the agreement described in Section 4.3(b).

If the foregoing conditions are not satisfied and the Effective Date has not occurred on or before January 1, 2016, this Lease shall be null and void and shall terminate immediately and the Authority shall consider a motion to dissolve as provided in Article 5A of the Articles of Incorporation of the Authority.

SECTION 3.3 Lease of Leased Water Facilities; Assignment and Transfer of Revenues. In order to enable the Authority to acquire the Regional Water System under Act 233, and in consideration of the Lease Payment and other terms of this Lease, the City leases the Leased Water Facilities to the Authority and the Authority leases the Leased Water Facilities from the City for the Term. By virtue of this Lease, the City intends to convey to the Authority by lease a leasehold interest in all of the City's right, title and interest in and to the Leased Water Facilities in order to enable the Authority to operate the Leased Water Facilities as provided herein. The City and the Authority acknowledge that the description of the Leased Water Facilities set forth in Schedule A has been compiled from the best available information, has been reviewed by their and DWSD's respective staff and consultants and is believed to be reasonably complete and

accurate. The City and the Authority agree to cooperate in continuously reviewing the use and description of the Leased Water Facilities and in the event that it is determined that the description of the Leased Water Facilities needs to be amended to conform to the actual use of the Leased Water Facilities or to correct or update the description of the Leased Water Facilities to make it more accurate, the Director of DWSD or DWSD-R, as appropriate, and, before the Effective Date, the Mayor of the City or his designee, and the Director and Chairperson of the Authority are authorized to modify Schedule A as necessary by executing an amendment thereto to accomplish any of the foregoing purposes and such amendment shall become a part of this Lease; provided that no such amendment shall be delivered if the effect of such amendment is to impair the ability of the Authority to operate the Leased Water Facilities as provided herein.

Notwithstanding the foregoing, this Lease shall constitute a bill of sale from the City to the Authority pursuant to which the City conveys all of its right, title and interest in and to the Personal Property that is part of the Leased Water Facilities. In furtherance of such conveyance, the City agrees to cooperate with the Authority and to take such actions as are necessary to have title to all vehicles that are part of the Personal Property transferred to the Authority.

In acquiring the Regional Water System pursuant to this Lease, commencing on the Effective Date, the Authority is also acquiring for the Term, and for the Term, the City hereby absolutely and irrevocably sells, assigns, transfers and conveys to the Authority, and the Authority hereby purchases and acquires from the City (each, an "Assignment and Transfer"), (i) all of the City's right, title and interest in and to the Revenues, including Retail Revenues, in existence on the Effective Date, and (ii) all of the City's right, title and interest in and to the Revenues, including Retail Revenues, derived from the operation of the Water System on and after the Effective Date and through the end of the Term. The City and the Authority acknowledge and agree that (i) the Assignment and Transfer is intended to be a purchase by the Authority and an absolute sale by the City of the Revenues and not a lending transaction; (ii) the Assignment and Transfer is made without representation or warranty by, or recourse to, the City of any kind; (iii) the City does not have any right, option, duty or obligation of any kind to repurchase all or any portion of the Revenues; (iv) except in its capacity as agent for the Authority under the express terms of the Water and Sewer Services Agreement, on and after the Effective Date and until the end of the Term, the City has no control over the collection of, or administrative or servicing activities concerning, the Revenues; (v) the City is not required to make any servicing or other advances to the Authority in connection with the Revenues under the Water and Sewer Services Agreement or otherwise; (vi) the City is not granted any right to or interest in any of the Revenues; (vii) the Assignment and Transfer is treated as an acquisition under Statement No. 69 of the Governmental Accounting Standards Board; (viii) the Assignment and Transfer is not cancelable by the City or the Authority for any reason; (ix) except as set forth in the DWSD Master Water Bond Ordinance and the Master Bond Ordinance, there is no restriction on the Authority's ability to sell or pledge the Revenues; (x) all collections of Revenues received by the City in its capacity as agent under the Water and Sewer Services Agreement or otherwise shall be remitted to the Authority without significant delay (no later than 5 days after receipt) or any reduction in amount; and (xi) the Revenues collected by the City as agent for the Authority shall be segregated and held in trust by the City until remitted to the Authority and shall be subject to audit and verification by the Authority.

In addition, the City and Authority agree that (i) the Authority shall have the exclusive right to establish rates for water service to customers of the Water System, including Retail Water Customers; (ii) the Authority may delegate, and through the Water and Sewer Services Agreement is delegating, its right to establish rates for water service to customers of the Water System to one or more agents, as it deems necessary or convenient; and (iii) directly or through an agent, the Authority shall have the exclusive right to charge and bill to and collect from such customers amounts for water services constituting the Revenues, including the Retail Revenues.

(a) By virtue of this Lease, the Authority acquires, succeeds to and assumes the exclusive right, responsibility and authority (i) to occupy, operate, control and use the Leased Water Facilities, including all lands, buildings, improvements, structures, easements, rights of access, fixtures, equipment, materials, furnishings, all other personal property and all other privileges and appurtenances comprising or pertaining to the Leased Water Facilities and (ii) to establish rates for water service to customers of the Water System and, directly or through an agent, to charge and bill to and collect from the customers of the Water System, including Retail Water Customers, amounts constituting the Revenues, including the Retail Revenues.

(b) On and after the Effective Date, the City shall be relieved from all further costs and responsibility arising from or associated with the control, operation and maintenance of the Leased Water Facilities, except as otherwise provided in this Lease or in the Shared Services Agreement.

SECTION 3.4 Lease Payment.

(a) The Authority shall pay for the account of the City for use of the Leased Water Facilities during the Term, a Lease Payment in the annual amount of Twenty-Two Million Five Hundred Thousand Dollars ($22,500,000), payable monthly on an annualized basis on or before the first day of each month through the end of the Term. The Lease Payment and the Sewer Lease Payment shall aggregate the sum of Fifty Million Dollars per year, and are based on an initial allocation in the MOU of 45% to the customers of the Regional Water System and 55% to the customers of the Regional Sewer System. Such allocation shall be subject to review and adjustment by the Authority every three to five years consistent with the method of allocation of other common-to-all charges between the Regional Water System and the Regional Sewer System; provided that no such adjustment shall reduce the projected availability of Revenues below the level necessary to pay the principal of and interest on any Bonds issued to finance improvements to the Detroit Local Water Facilities and the Detroit Local Sewer Facilities below the level in anticipation of which such Bonds were issued.

(b) The City acknowledges and agrees that it will forego future Lease Payments in the event that it withdraws from the Authority as an incorporating municipality under the Authority's Articles of Incorporation; provided however, that any such withdrawal will not terminate this Lease or affect the Assignment and Transfer, or affect the Revenues collected by the Authority.

(c) The Authority acknowledges and agrees that it shall have no legal or equitable right to setoff, recoup or deduct any amounts from or otherwise reduce the amount of any Lease Payment.

SECTION 3.5 Use and Deposit of Lease Payments.

(a) The City shall be authorized to direct the application of the Lease Payments paid by the Authority only for the following purposes, consistent with the flow of funds in the Master Bond Ordinance:

(i) To pay the principal of and interest on Bonds issued to finance the cost of improvements to the Detroit Local Water Facilities; and

(ii) To pay the City's share of the principal of and interest on Bonds issued to finance the cost of common-to-all improvements to the Leased Water Facilities; and

(iii) To pay the cost of improvements to the Detroit Local Water Facilities.

(b) The proceeds of all Lease Payments shall be deposited into the following funds and accounts established under the Master Bond Ordinance, as directed by the City:

(i) For proceeds being used to pay the principal of and interest on Bonds issued to finance the cost of improvements to the Detroit Local Water Facilities, to the Bond Interest and Redemption Fund established for the appropriate priority of lien of such Bonds.

(ii) For proceeds being used to pay the City's share of the principal of and interest on Bonds issued to finance the cost of common-to-all improvements to the Leased Water Facilities, to the Bond Interest and Redemption Fund established for the appropriate priority of lien of such Bonds.

(iii) For proceeds being used to pay the cost of improvements to the Detroit Local Water Facilities, to the Detroit Local Improvement and Extension Account of the Improvement and Extension Fund.

(c) The City acknowledges and agrees that the use of Lease Payments for the foregoing purposes is subject to the availability of Revenues therefor in accordance with the Master Bond Ordinance and that the use of Lease Payments for the purpose set forth in Section 3.5(a)(iii) shall be subordinate to the payment of principal of and interest on the Bonds.

SECTION 3.6 Surrender of Leased Water Facilities. Upon the expiration of this Lease at the end of the Term, the Authority shall quit and surrender the Leased Water Facilities to the City, together with any improvements, enlargements, replacements or extensions thereof made by the Authority during the Term.

ARTICLE IV - ASSIGNMENT AND ASSUMPTION OF RIGHTS AND LIABILITIES

SECTION 4.1 DWSD Customer and Vendor Contracts; DWSD Water Bonds.

(a) In connection with the execution and delivery of this Lease, and as of the Effective Date, the City hereby assigns and the Authority hereby assumes all of the City's rights and obligations under the following:

(i) All DWSD wholesale customer contracts related to the Regional Water System and related contracts with wholesale customers, including without limitation those contracts set forth in Schedule D attached hereto, as amended from time to time until the Effective Date.

(ii) Existing DWSD vendor contracts, including without limitation those contracts set forth in Schedule E attached hereto, as amended from time to time until the Effective Date.

(iii) City Residual Costs.

(b) As of the Effective Date, the Authority hereby assumes all of the City's obligations under the DWSD Water Bonds, including all the obligations to make payments of principal of and interest on the DWSD Water Bonds. The City hereby assigns, as of the Effective Date, any and all rights that the City has with respect to the DWSD Water Bonds. The DWSD Water Bonds shall be payable solely from the Net Revenues of the Water System and shall not constitute a full faith and credit obligation of the Authority. The provisions of the DWSD Master Water Bond Ordinance, as amended and restated by the Master Bond Ordinance, with respect to the outstanding DWSD Water Bonds being assumed by the Authority on the Effective Date shall constitute a contract between the Authority and the holders of the DWSD Water Bonds, and such provisions shall be enforceable by such holders against the Authority or any or all of its successors, by mandamus or any other appropriate suit, action or proceeding at law or in equity in any court of competent jurisdiction in accordance with law.

(c) As of the Effective Date, the City hereby assigns and the Authority hereby assumes all of City's rights and obligations under the contracts with bond insurers and surety bond providers with respect to the DWSD Water Bonds. The Authority agrees to provide continuing disclosure with respect to information within its control relating to the Authority, the Leased Water Facilities and the DWSD Water Bonds that the City would otherwise have had to disclose on an annual basis pursuant to continuing disclosure undertakings entered into by the City with respect to the DWSD Water Bonds.

(d) It is the intent of the parties that the execution and delivery of this Lease and the foregoing assignment and assumption set forth in subsections (a) and (b) shall not in any way impair any contracts with wholesale customers, Retail Water Customers, vendors, holders of DWSD Water Bonds or other parties in privity of contract with the City with respect to the Leased Water Facilities. The City, acting through DWSD, shall be responsible for obtaining, and shall use its best efforts to obtain, all necessary consents to the assignment of the vendor contracts set forth in Schedule E.

SECTION 4.2 DWSD Labor Contracts. The Authority shall be a successor employer for those DWSD employees who transfer their employment to the Authority, and the Authority shall assume and honor DWSD's collective bargaining agreements with respect to such employees set forth in Schedule F attached hereto.

SECTION 4.3 Retirement Obligations.

(a) As further consideration for the acquisition of the Regional Water System pursuant to this Lease, the Authority shall be required to pay that portion of the Pension Obligation allocable to the Regional Water System (the "Authority Pension Obligation") and that portion of the BC Note Obligation allocable to the Regional Water System (the "Authority BC Note Obligation"). The City agrees that it is liable for and shall be required to pay that portion of the Pension Obligation allocable to the Local Water System (the "City Pension Obligation") and that portion of the BC Note Obligation allocable to the Local Water System (the "City BC Note Obligation"). Amounts due for the Pension Obligation and the BC Note Obligation shall be allocated between the Authority and the City on the basis that such amounts are payable with respect to employees of the Authority and the City, respectively. As provided in the MOU, in further consideration for entering into the Lease and acquiring a leasehold interest in the Leased Water Facilities and the Regional Water System, the Authority shall have the option to issue one or more series of Bonds under the Master Bond Ordinance in order to fund all or a portion of the Pension Obligation.

(b) On or prior to the Effective Date, the Authority will enter into an agreement with the City and the GRS, which will set forth the net pension liability for the DWSD Pension Pool as of June 30, 2014, and pursuant to which the Investment Committee of the GRS will agree to provide to the Authority each year (i) a summary annual report that will continue to (A) track DWSD retirees, deferred retirees and active vested and non-vested members, pension benefits paid and pension liabilities separately from other GRS members and (B) allocate to DWSD-R and the Authority an undivided interest in administrative expenses and in investments in the GRS Plan, to enable the Authority to verify the appropriateness of allocations to the Authority, and (ii) an actuarial study that sets forth as of the year ending June 30 for which the study is performed the undivided interest in investments in the GRS Plan allocated to the DWSD Pension Pool, the DWSD-R Pension Pool and the Authority Pension Pool, respectively, and the net pension liability for the DWSD Pension Pool, the DWSD-R Pension Pool and the Authority Pension Pool, respectively. For each Fiscal Year commencing from and after July 1, 2023, on its normal schedule for determining the current Fiscal Year's contributions to GRS, GRS shall determine whether the net pension liability on a market value basis for the Authority Pension Pool (the "Authority Net Pension Liability") is fully funded at 100%. If the Authority Net Pension Liability is fully funded at 100% or more, no contributions for the current Fiscal Year will be required of the Authority. If the Authority Net Pension Liability is less than 100% funded, then the Authority shall make such level annual contributions to the GRS as necessary to amortize such shortfall over five (5) years at an interest rate equal to the then current GRS investment return assumption. Except for the additional payments required by this subsection (b), if any, the Authority shall have no further liability whatsoever to the City or the GRS in connection with any other shortfalls that that may occur with respect to the GRS Plan. The Authority Net Pension Liability shall be calculated by an actuary in good standing using actuarial standards of the actuary industry.

SECTION 4.4 General Assumption by Authority. In addition to the assumption by the Authority of the liabilities set forth in Sections 4.1, 4.2 and 4.3, as of the Effective Date, the Authority hereby assumes, accepts and becomes liable for all other lawful obligations, promises, covenants, commitments and other requirements of the City in respect of the Leased Water Facilities, whether known or unknown, contingent or matured, and shall perform all of the duties and obligations and shall be entitled to all of the rights of the City in respect of the Leased Water Facilities under any ordinances, agreements or other instruments and under law. Consistent with this Article IV, this assumption includes, and there shall be transferred to the Authority all licenses, permits, approvals or awards related to the Leased Water Facilities, all grant agreements, all grant pre-applications, the right to receive the balance of any funds payable under the agreements, the right to receive any amounts payable by third parties to the City on the Effective Date and amounts paid by third parties to the City after the Effective Date, as well as the benefit of contracts and agreements, and all of the City's duties, liabilities, responsibilities and obligations with respect to the Leased Water Facilities, except for any obligations or liabilities being contested in good faith by the Authority until such time as resolved.

(a) The assumptions, successions or transfers described under this Article IV shall include, but not be limited to, all of the following:

(i) All financial obligations secured by the Net Revenues of the Water System, including the DWSD Water Bonds.

(ii) Except for an amount equal to one month's O&M Expenses for the Local Water System, which shall remain with the City, all cash balances and investments relating to or resulting from the operation of the Water System, all funds held under the DWSD Master Water Bond Ordinance and related trust indenture for the DWSD Water Bonds, and all of the accounts receivable and choses in action arising from the operation of the Leased Water Facilities as well as all benefits of contracts and agreements relating thereto.

(iii) All office equipment used primarily by the Authority in connection with the Regional Water System, including, but not limited to, computers, records and files, software, and software licenses required for financial management, personnel management, accounting and inventory systems, and general administration.

(iv) Any other City Residual Costs.

(b) All lawful actions, commitments and proceedings with respect to the Leased Water Facilities, including, but not limited to, revenue bond financings for which a notice of intent resolution has been adopted, of the City or DWSD made, given or undertaken before the Effective Date are ratified, confirmed and validated as of the Effective Date. At the option of the Authority, all actions, commitments or proceedings undertaken and all actions, commitments or proceedings of the City or DWSD in respect of the Leased Water Facilities in the process of being undertaken by, but not yet a commitment or obligation of, the City or DWSD in respect of the Leased Water Facilities may, from and after the Effective Date, be undertaken and completed by the Authority in the manner and at the times provided in this Lease and in any lawful agreements made by the City or DWSD prior to the Effective Date.

ARTICLE V - OPERATION, INSURANCE AND IMPROVEMENT OF LEASED WATER FACILITIES

SECTION 5.1 Operation of Leased Water Facilities. The Authority agrees to operate the Leased Water Facilities for the purpose of furnishing water service to its customers in accordance with Applicable Laws and Prudent Utility Practices, all in a manner so as to provide water service to customers in the same or an improved manner as was provided by DWSD immediately prior to the Effective Date (collectively, the "Performance Standards"). In connection therewith, the Authority shall pay all costs of operating, using, repairing, maintaining, replacing, enlarging, extending, improving, financing and refinancing the Leased Water Facilities, including by way of illustration and not by way of limitation, all capital costs, utility rates and charges, fees and other amounts due under existing contracts, taxes and special assessments, salaries and other employment costs, permits and license fees and rents. The Authority shall not cause or permit any waste, damage or injury to the Leased Water Facilities and shall keep the Leased Water Facilities in good condition and repair (reasonable wear and tear, obsolescence and damage by act of God, fire or other causes beyond the control of the Authority excepted).

(a) The Authority acknowledges that it will be providing water services to some customers that are not directly connected to the Leased Water Facilities, and further acknowledges that such customers will need to be provided water service through the Detroit Local Water Facilities, to which such customers are presently connected. The City grants the Authority a license into and through those portions of the Detroit Local Water Facilities necessary to enable the Authority to provide water services to customers not directly connected to the Leased Water Facilities. The Authority and the City acknowledge and agree that both parties have obligations to comply with the Performance Standards in connection with the provision of water service to such customers, and further acknowledge and agree that each party will be responsible, to the extent its act or omission causes a violation of the Performance Standards, for the correction of the non-compliance and payment of the costs thereof, and for the payment of any related fines, penalties, costs, losses or damages related thereto.

SECTION 5.2 Insurance. From and after the Effective Date, the Authority shall, at its own expense, keep the Leased Water Facilities insured against any casualty loss and shall also obtain and maintain public liability insurance (covering bodily and personal injury, property damage and contractual liability), automobile liability insurance and worker's compensation insurance for the operation of the Leased Water Facilities and the Regional Water System in commercially reasonable amounts, provided that the Authority shall not be required to carry a particular type of insurance coverage as set forth in this Section 5.2 during any period that such insurance is not available in the insurance market of the United States at commercially reasonable rates.

All such insurance shall name the City as an insured or an additional insured and as a certificate holder, as its interests may appear. Such coverage and policies shall not be materially modified or terminated without at least thirty (30) days' prior written notice to the City, unless comparable coverage is provided under the modified policy or in a replacement policy. Upon the City's request no more frequently than once a year, the Authority shall provide the City with

copies of certificates of insurance showing the premiums fully paid and copies of the policies, including any endorsements.

The insurance required of the Authority by this Lease in the amounts, with the coverage and other features herein required, may be supplied by a fully funded self-insurance program of the Authority or a self-insurance pool in which the Authority is a participant; provided that such self-insurance program or pool will provide the coverage required herein.

SECTION 5.3 Destruction or Taking of Leased Water Facilities.

(a) If during the Term, any portion of the Leased Water Facilities is damaged or destroyed by fire or other casualty, the Authority shall repair, restore, rebuild or replace the damaged or destroyed portion of the Leased Water Facilities and complete the same as soon as reasonably possible (subject to the adjustment and receipt of insurance proceeds, if any, and the Master Bond Ordinance), to at least the condition they were in prior to such damage or destruction, except for obsolescent facilities or changes in design or materials as may then be necessary to achieve the Performance Standards.

(b) In the event of any taking of the Leased Water Facilities or any part thereof in or by condemnation or other eminent domain proceedings pursuant to any Applicable Laws, or by reason of the temporary requisition of the use or occupancy of the Leased Water Facilities or any part thereof by any governmental authority (each a "Taking"), the Authority shall promptly notify the City upon receiving notice of such Taking or commencement of proceedings therefor. The Authority shall then, if requested by the City, file or defend its claim thereunder and prosecute the same with due diligence to its final disposition. Subject to the terms of the Master Bond Ordinance, all proceeds or any award or payment in respect of any taking are hereby assigned and shall be paid to the Authority, and the Authority is permitted to take all steps reasonably necessary in its discretion to notify the condemning authority of such assignment. Such award or payment shall be applied to the Leased Water Facilities as necessary to achieve the Performance Standards.

(c) If the Leased Premises or any portion thereof shall be in whole or in part destroyed or damaged as a result of any cause whatsoever, or a Taking occurs with respect to the Leased Water Facilities or any portion thereof, there shall be no abatement, diminution or reduction in any Lease Payment payable hereunder.

(d) The City agrees that it shall not commence any proceedings against the Leased Water Facilities that would constitute a Taking of all or any part of the Leased Water Facilities if the effect of such Taking is to render it impracticable for the Leased Water Facilities to furnish water service to the Authority's customers in accordance with the Performance Standards.

SECTION 5.4 Improvements to Leased Water Facilities.

(a) During the Term, the Authority shall be entitled to make such rehabilitation of and replacements and improvements to the Leased Water Facilities as it determines to be necessary in order to keep the Leased Water Facilities in compliance with the

Performance Standards. In connection therewith, the Authority shall for each Fiscal Year prepare and approve a Capital Improvement Program, which shall set forth the improvements to the Leased Water Facilities that the Authority proposes to undertake during the next five (5) Fiscal Years.

(b) In addition, during the Term, the Authority shall review and revise as necessary the DWSD water master plan. In reviewing the plan, the Authority shall use its best efforts to maximize utilization of the capacity in the Regional Water System so that economies of scale may be realized, shall take into account the needs of the Authority's service area in planning and operating the Regional Water System, shall strive to become the provider of choice for southeastern Michigan and shall consider incentives for customers to utilize the Regional Water System for their water supply needs.

SECTION 5.5 Liability of the Incorporating Municipalities for Authority Costs and Expenses. It is understood and agreed by the parties that each of the Incorporating Municipalities shall be under no obligation to pay any of the costs and expenses incurred by the Authority for the operation, maintenance, management, repair or improvement of the Leased Water Facilities pursuant to this Article V except for those costs and expenses which may be properly allocable to each of the Incorporating Municipalities as a customer of the Regional Water System through the rates established by the Authority pursuant to Section 5.6.

SECTION 5.6 Adoption of Budget; Establishment of Rates for Use of Leased Water Facilities.

(a) On or prior to the Effective Date, the Authority shall adopt a budget for the Regional Water System for the period from the Effective Date through June 30, 2016, which shall be based on a bi-furcation between the Regional Water System and the Local Water System of the budget adopted by DWSD relating to the Water System for the Fiscal Year beginning July 1, 2015. Commencing with the Fiscal Year beginning July 1, 2016, the Authority shall adopt a two-year budget for the Regional Water System for the following two Fiscal Years that sets forth budgeted Revenues and expenses for each such Fiscal Year. The budgeted expenses for each such Fiscal Year shall equal the sum of the projected expenses and revenue requirements for the Regional Water System for each such Fiscal Year (collectively, the "Authority Revenue Requirement"), including without limitation all of the following:

(i) O&M Expenses of the Regional Water System;

(ii) The amounts necessary to pay the principal of and interest on all Bonds and to restore any reserves therefor established in the Master Bond Ordinance;

(iii) The Lease Payment, which shall be a common-to-all charge;

(iv) The Authority Pension Obligation and the Authority BC Note Obligation;

(v) The amount necessary to be deposited to the WRAP Fund, which shall be a common-to-all charge equal to 0.5% of the base budgeted operating Revenues for the Regional Water System for such Fiscal Year;

(vi) The amounts needed to make the required deposits to the Authority Regional Extraordinary Repair and Replacement Account of the Extraordinary Repair and Replacement Reserve Fund and the Authority Regional Improvement and Extension Account of the Improvement and Extension Fund in the Master Bond Ordinance; and

(vii) The amount necessary to satisfy the coverage ratios required by the rate covenant to be included in the Master Bond Ordinance (collectively, the "Rate Covenant").

(b) The Authority shall for each Fiscal Year fix and approve rates and charges to its customers in an amount that is expected to produce Revenues sufficient to satisfy the Authority Revenue Requirement. In connection with the determination by the Authority of the rates and charges applicable to Retail Water Customers in the City for such Fiscal Year, the City shall receive a credit in the amount of $20,700,000, representing the return on equity to the City for the Water System in recognition of the City's ownership of the Water System and support of the rate structure for the Water System.

(c) As provided in the MOU, through the Fiscal Year ending June 30, 2025, the Water System is assumed to experience annual increases in the Authority Revenue Requirement of not more than 4%; provided however, this limitation shall not be applicable if the Authority Revenue Requirement must increase beyond the 4% assumption in order to satisfy the Rate Covenant or to pay the cost of improvements to the Leased Water Facilities that are required to be made by Applicable Laws.

(d) The City acknowledges that all Revenues received from customers in the City, including Revenues derived exclusively from the Local Water System, are the property of the Authority and will be deposited as received in the Receiving Fund in the Master Bond Ordinance and applied as provided in the Master Bond Ordinance, including amounts deposited in the Budget Stabilization Fund. As a result, the City agrees to provide the Authority with a budget for the Local Water System as provided in the Water and Sewer Services Agreement.

SECTION 5.7 Water and Sewer Services Agreement.

(a) The City and the Authority shall enter into the Water and Sewer Services Agreement. The Authority, in consideration of the Lease and the City's assignment of the Revenues to the Authority, will provide water services to Retail Water Customers. All Revenues, as a result, are the exclusive property of the Authority. By virtue of the assignment set forth in the first paragraph of Section 3.3, the City and the Authority agree that the Authority shall have the right to charge, bill and collect directly from Retail Water Customers for water services provided by the Authority to such customers based upon rates established by the Authority. The City acknowledges that (i) the Retail Revenues shall be included in and constitute part of the Net Revenues of the Water System and (ii) the City shall have no property interest in the Revenues prior to the end of the Term, which shall be the exclusive property of the Authority. The Water and Sewer Services Agreement provides that the City shall act as agent for the Authority with respect to the provision of water services to the Retail Water Customers of the City as set forth therein.

(b) As provided in the Water and Sewer Services Agreement and the MOU, the City shall have the right to continue to operate and retain employees to operate, maintain, repair and improve the Local Water System and the Detroit Local Water Facilities, including capital improvements and repairs thereto.

(c) Prior to the Effective Date, the City, acting through its Board of Water Commissioners, and the Authority shall each adopt ordinances that will authorize the Authority to take all such actions necessary to charge and collect rates and charges for water services as described in this Section 5.7. Such rates and charges shall be a lien on the premises for which the services have been provided. Amounts delinquent for six (6) months or more may be certified annually to the City's Board of Assessors to be entered upon the next tax roll against the premises to which the services have been rendered. Such lien may be enforced by the City on behalf of the Authority or the Authority directly in the manner prescribed in the City Charter or by other applicable law for the enforcement of tax liens.

SECTION 5.8 Sale or Disposition of Leased Water Facilities or Detroit Local Water Facilities.

(a) Subject to the Master Bond Ordinance, the Authority, following notice to the City, shall have the right to sell or dispose of any of the Real Property or Personal Property that constitutes part of the Leased Water Facilities if the Authority determines that such Real Property or Personal Property is not or is no longer needed or useful in connection with the operation of the Leased Water Facilities or that such sale or disposition will not impair the operating efficiency of the Leased Water Facilities or reduce the ability of the Authority to satisfy the Rate Covenant as provided in the Master Bond Ordinance. To the extent necessary to accomplish such a sale of Personal Property, the Lease also constitutes a quit claim transfer by the City of any residual property rights it may have in and to such Personal Property. The City shall cooperate with the Authority in arranging the execution and delivery of a deed for the disposition of any Real Property. The Mayor of the City or his designee may execute any such deed or instrument of transfer. The proceeds of any such sale shall be deposited in the Receiving Fund established by the Master Bond Ordinance.

(b) If the City sells or disposes of any real or personal property that constitutes part of the Detroit Local Water Facilities that was paid for in whole or in part with common-to-all funds, the proceeds of such sale or disposition shall be paid to the Authority in the same proportion that common-to-all funds were used to pay the purchase price, for deposit in the Receiving Fund established by the Master Bond Ordinance.

(c) In connection with the sale or disposition of any of the Leased Water Facilities or any of the Detroit Local Water Facilities that were paid for in whole or in part with common-to-all funds, the City and the Authority shall cooperate and use their best efforts to sell such property at market value, exchange such property for other property of similar value or sell such property as otherwise agreed to by the parties.

SECTION 5.9 Miscellaneous Provisions Related to Operation, Maintenance and Improvement of Leased Water Facilities.

(a) The City shall assist the Authority to obtain an annual permit for permission to use streets, highways, alleys, and/or easements within the City for the purpose of operating and maintaining and constructing improvements to the Leased Water Facilities. In the event of such construction, the Authority shall request the City to execute such separate instruments granting rights-of-way in its streets, highways, and alleys as may be reasonably required by the Authority. The Authority shall give the City notice of any construction work in the City. The Authority shall comply with any of the City's ordinances that apply to the construction, and the City shall inform the Authority of the applicable ordinances. The Authority and the City shall meet to review the construction and its impact on their respective operations. The Authority shall restore all existing structures and/or improvements laying in the right-of-way of construction to as good a condition as before the construction took place. The improvements shall become part of the Leased Water Facilities.

(b) Should future construction by any federal, state or county agency require relocation of a water transmission main, meter facility or other facility of the Leased Water Facilities, the cost incurred by the Authority for such relocation, if not reimbursed by the entity requiring the relocation, will be charged in future rates as a common-to-all cost to all Regional Water System customers, or as a customer specific cost to a specific customer or customers for the relocation of a customer specific facility.

(c) Subject to the provisions of Section 5.9(a) and to the extent that City has jurisdiction, the Authority shall be granted temporary and permanent easements, and shall be permitted to use the streets, alleys and highways within the City for the purpose of operating and maintaining and constructing improvements to the Regional Water System, including the relocation of water transmission mains, meter facilities or other Leased Water Facilities. This consent by the City is given in compliance with Article 7, Sec. 29 of the Michigan Constitution of 1963, provided that the Authority shall provide the City with a written explanation of the type of easement required and the duration thereof.

(d) Where possible, each party shall give the other party access to towers and antennas under its respective jurisdiction for the purpose of transmitting information recorded in metering facilities. Access shall not be unreasonably denied by either party.

ARTICLE VI - EVENTS OF DEFAULT AND REMEDIES

SECTION 6.1 Events of Default. The term "Event of Default" means, whenever used in this Lease, the occurrence of any one of the following events on or after the Effective Date:

(a) The Authority's failure to pay any Lease Payment (without setoff, recoupment, or other deduction of any kind) when due.

(b) The Authority's failure to fully perform and comply with any of the other terms, conditions or provisions of this Lease within ninety (90) days after delivery to the Authority of a written notice from the City specifying such failure.

(c) The City's failure to fully perform and comply with any of the terms, conditions or provisions of this Lease within ninety (90) days after delivery to the City of a written notice from the Authority specifying such failure.

SECTION 6.2 Remedies.

(a) If an Event of Default set forth in Section 6.1(a) or (b) occurs, the City, subject to Article VIII, shall have all rights and remedies available to the City at law or in equity, including specific performance.

(b) If an Event of Default set forth in Section 6.1(c) occurs, the Authority, subject to Article VIII, shall have all right and remedies available to the Authority at law or in equity, including specific performance.

(c) Notwithstanding anything else to the contrary in this Section 6.2, so long as Bonds are outstanding, neither the City nor the Authority shall have any right to terminate this Lease at any time prior to the end of the Term, whether or not an Event of Default has occurred.

(d) The City's or the Authority's failure to insist upon the strict performance of any agreement, term, covenant or condition of this Lease or to exercise any right or remedy for breach of or Event of Default under this Lease shall not constitute a waiver of any such breach or Event of Default. Similarly, the City's acceptance of full or partial Lease Payments during any such breach by or Event of Default attributable to the Authority shall not constitute a waiver of any such breach or Event of Default. No waiver of any breach or Event of Default shall affect or alter this subsection and every term, covenant, condition and provision of this Lease shall continue in full force and effect with respect to any other then existing or subsequent breach or Event of Default.

(e) Subject to Section 6.2(c) and Article VIII, each right and remedy provided in this Lease shall be cumulative and shall be in addition to every other right or remedy provided for in this Lease or now or later existing at law or in equity either by statute or otherwise. The City's or the Authority's exercise of any one or more of its rights or remedies shall not preclude the City's or the Authority's simultaneous or later exercise of any or all of its other rights or remedies hereunder.

ARTICLE VII – COVENANTS OF THE CITY AND THE AUTHORITY

SECTION 7.1 Covenants of the City. Throughout the Term, the City covenants and agrees as follows:

(a) The City shall not create, assume or suffer to exist, directly or indirectly, any lien, encumbrance or security interest of any kind on the Leased Water Facilities or the Detroit Local Water Facilities.

(b) The City shall take all action reasonably necessary to cure any defects in title to the Leased Water Facilities, and at the request of the Authority, shall grant any license, easement or right-of-way in connection with the Leased Water Facilities to the extent the Authority has not been empowered to take these actions. The expense of curing any such title

defects shall be borne by the customer class or classes to which the cost of such Leased Water Facilities was originally allocated or, if such allocation is not available, shall be borne by the Authority on a common-to-all basis.

(c) The City shall provide or cause to be provided to that portion of the Leased Water Facilities situated within the jurisdictional limits of the City public services (including but not limited to police, firefighting, lighting and emergency services) at least at the same level of service provided to other utilities and governmental facilities in the City.

(d) The City shall, to the extent reasonably requested by the Authority, adopt such environmental ordinances and regulations as are approved by the Authority from time to time in order for the Authority to comply with the Performance Standards.

(e) The City shall, to the extent reasonably requested by the Authority, cooperate with and assist the Authority in assigning, transferring or obtaining, as the case may be, any permits that are necessary for the operation by the Authority of the Leased Water Facilities.

(f) The City shall, to the extent reasonably requested by the Authority, grant the Authority the right and authority to receive any grant proceeds to which the City would otherwise be entitled in respect of the Leased Water Facilities, and to cooperate in all reasonable respects with the Authority in making application for such proceeds.

(g) If, as of the Effective Date, the City has commenced planning or construction of capital improvements to any of the Leased Water Facilities, the City shall not withhold, condition or delay concurrence with any Authority action necessary to complete the capital improvements in accordance with its obligations under Applicable Laws.

SECTION 7.2 Covenants of the Authority. Throughout the Term, the Authority covenants and agrees as follows:

(a) The Authority shall not take any action to impair the rights or remedies of the holders of the DWSD Water Bonds; provided, however, for the avoidance of doubt the Authority is permitted to take actions permitted by the Master Bond Ordinance. From and after the Effective Date, the Authority shall pay when due all of the principal of and interest on the DWSD Water Bonds, provided that such payments shall be payable solely from the Net Revenues of the Water System in accordance with the Master Bond Ordinance and shall not constitute a full faith and credit obligation of the Authority.

(b) The Authority shall cooperate fully with the City in the implementation of the Detroit Capital Improvement Program, including the financing through the Authority of the Detroit Capital Improvement Program and in obtaining any permits necessary for the construction of the Detroit Capital Improvement Program.

(c) The Authority will cooperate with the City in obtaining permits that are necessary for the operation of the Local Water System.

(d) The Authority will not withhold the Lease Payment or Revenues required to pay the City's O&M expenses for the Local Water System, provided that such payment shall be made consistent with the flow of funds in the Master Bond Ordinance.

(e) The Authority will cooperate with the City's efforts to make repairs and construct improvements to the Local Water System in the vicinity of the Leased Water Facilities.

(f) The Authority shall provide at least 60 days' notice to and coordinate with the City any planned disposition of any of the Real Property which comprises a portion of the Leased Water Facilities or any of the Personal Property which comprises a portion of the Leased Water Facilities used by the City and the Authority pursuant to the Shared Services Agreement.

ARTICLE VIII – DISPUTE RESOLUTION

SECTION 8.1 Disputes; Resolution.

(a) The Authority and the City shall each designate in writing to the other from time to time a representative who shall be authorized to resolve any dispute relating to the subject matter of this Lease in an equitable manner and, unless otherwise expressly provided herein, to exercise the authority of such party to make decisions by mutual agreement.

(b) The City and the Authority each agree (i) to attempt to resolve all disputes arising hereunder promptly, equitably and in a good faith manner and (ii) to provide each other with reasonable access during normal business hours to any and all non-privileged written records, information and data pertaining to any such dispute.

(c) If any dispute relating to the subject matter of this Lease is not resolved between the City and the Authority pursuant to this Section 8.1 within 30 days (or such later date agreed to by the parties) from the date on which a party provides written notice to the other party of such dispute and of the notifying party's position on the disputed matter, then upon written notification by either party to the other party, such dispute shall be settled exclusively and finally by arbitration in accordance with Section 8.2. During the pendency of any dispute and until such dispute is resolved as provided in Section 8.2, the City and the Authority shall continue to operate under the terms of this Lease.

SECTION 8.2 Arbitration.

(a) It is specifically understood and agreed that any dispute or claim arising under or relating to this Lease that cannot be resolved between the City and the Authority, including any matter relating to the interpretation or performance of this Lease, shall be submitted to arbitration irrespective of either the magnitude thereof or the amount in dispute.

(b) Each arbitration between the City and the Authority shall be conducted pursuant to the Uniform Arbitration Act, Act No. 371, Public Acts of Michigan, 2012 ("Act 371"). In the event of any conflict between the provisions of this Agreement and Act 371, the provisions Act 371 shall prevail.

(c) The arbitration shall be conducted before a panel composed of three arbitrators (the "Arbitration Panel"). Each party shall appoint an arbitrator, obtain its appointee's acceptance of such appointment and deliver written notification of such appointment and acceptance to the other party within 15 days after delivery of a notice of arbitration. The two arbitrators appointed by the City and the Authority shall jointly appoint the third (who shall be the chairperson), obtain the acceptance of such appointment and deliver written notification of such appointment within 15 days after their appointment and acceptance.

(d) Any arbitration commenced hereunder shall be completed within 120 days after the appointment of the Arbitration Panel absent agreement of the City and the Authority to the contrary. Further, absent agreement of the City and the Authority or, upon request of one of the parties, an order of the Arbitration Panel to the contrary: (i) all discovery shall be completed within 60 days after the appointment of the Arbitration Panel; (ii) each party shall be limited to a maximum of 5 depositions; (iii) each deposition shall be completed within a maximum period of two consecutive 8-hour days; (iv) each party shall be limited to 2 expert witnesses; and (v) interrogatories shall be limited to a maximum of 50 single issues without sub-parts. The City and the Authority waive any claim to any damages in the nature of punitive, exemplary or statutory damages in excess of compensatory damages or otherwise expressly provided for herein, and the Arbitration Panel is specifically divested of any power to award such damages. The Arbitration Panel shall have the power to award injunctive or other equitable relief. All decisions of the Arbitration Panel shall be pursuant to a majority vote. Any interim or final award shall be rendered by written decision.

(e) If either the City or the Authority fails to appoint its arbitrator within 15 days after delivery of a notice of arbitration, or if the two arbitrators appointed cannot agree upon the third arbitrator within 15 days after appointment of the second arbitrator, then the required arbitrator(s) shall be appointed by the American Arbitration Association or as otherwise agreed by the City and the Authority.

(f) No arbitrator shall be a past or present employee or agent of, or consultant or counsel to, either the City or the Authority or any affiliate of either the City or the Authority.

(g) The Authority and the City shall each bear the out-of-pocket costs and expenses of their respective arbitrator, attorneys and witnesses, and they shall each bear one-half of the out-of-pocket costs and expenses of the chairperson of the Arbitration Panel and all administrative support for the arbitration.

SECTION 8.3 Appeals of Arbitration Awards and Decisions. The City or the Authority may appeal an award or decision issued by the Arbitration Panel for the reasons set forth in Section 23 of Act 371 (MCL 691.1703).

SECTION 8.4 Enforcement of Arbitration Awards and Decisions. The City or the Authority may enforce any awards or decisions of the Arbitration Panel issued under Section 8.2 pursuant to Section 22 of Act 371 (MCL 691.1702). The remedies provided in this Article VIII shall be the sole and exclusive remedies of the parties with respect to any claim, dispute or Event of Default under this Lease. The City and the Authority agree not to bring, or cause to be brought, in a court of law any action, proceeding or cause of action whatsoever with respect to

any such claim, dispute or Event of Default, other than as necessary to enforce the award or decision of the Arbitration Panel as provided in this Section 8.4.

ARTICLE IX - MISCELLANEOUS

SECTION 9.1 Entry. The City, through its officers, agents, or employees, shall have the right to enter upon and inspect any of the Leased Water Facilities at such reasonable times upon reasonable notice as the City and the Authority may select for the purpose of verifying the Authority's compliance with its obligations under this Lease.

SECTION 9.2 Amendment to Lease. This Lease may be amended from time to time by agreement of the City and the Authority. Any such amendment shall not be effective unless the amendment is in writing and is executed by the Mayor of the City and the duly authorized officers of the Authority; provided, however, that this Lease shall not be subject to any amendment which would in any manner affect either the security for the Bonds or the prompt payment of the principal of and interest thereon.

SECTION 9.3 No Personal Liability. The covenants and obligations made, assumed by or imposed upon the City and the Authority in this Lease are those of the City or the Authority and not of any agent, officer or employee of the City or any trustee, agent, officer or employee of the Authority in his or her individual capacity and no recourse shall be had for the payment of the Lease Payment or any other moneys required to be paid by this Lease or for the performance of any other obligation required of the City or the Authority under this Lease against any agent, officer or employee of the City or any trustee, agent, officer or employee of the Authority or any person executing or attesting to this Lease or the Master Bond Ordinance so long as such agent, officer or employee of the City or trustee, agent, officer or employee of the Authority or person executing or attesting to this Lease or the Master Bond Ordinance is acting in good faith and within the duly authorized scope of his or her duties.

SECTION 9.4 Notices. All notices, certificates or other communications under this Lease shall be sufficiently given when mailed by registered or certified mail, postage prepaid, return receipt requested, addressed to the City and the Authority, as the case may be, at the City's Address and the Authority's Address, respectively. The City and the Authority may by written notice designate any further or different addresses to which subsequent notices, certificates or communications shall be sent.

SECTION 9.5 Entire Agreement. This Lease contains all agreements between the parties with respect to the Leased Water Facilities, and there are no other representations, warranties, promises, agreements or understandings, oral, written or inferred, between the parties, unless reference is made thereto herein.

SECTION 9.6 Severability. If any clause, provision or section of this Lease shall be ruled invalid or unenforceable by any court of competent jurisdiction, the invalidity or unenforceability of such clause, provision or section shall not affect any of the remaining clauses, provisions or sections hereof.

SECTION 9.7 No Assignment. Neither party may assign this Lease or any of its rights hereunder.

SECTION 9.8 Force Majeure. Any delay or failure in the performance by either party hereunder shall be excused if and to the extent caused by the occurrence of a Force Majeure event. For purposes of this Lease, Force Majeure shall mean a cause or event that is not reasonably foreseeable or otherwise caused by or under the control of the party claiming Force Majeure, including acts of God, fires, floods, explosions, riots, wars, tornado, sabotage, terrorism, vandalism, accident, restraint of government, governmental acts, injunctions, labor strikes, other than those of the claiming party or its suppliers, that prevent the claiming party from furnishing the materials or equipment, and other like events that are beyond the reasonable anticipation and control of the party affected thereby, despite such party's reasonable efforts to prevent, avoid, delay, or mitigate the effect of such acts, events or occurrences, and which events or the effects thereof are not attributable to a party's failure to perform its obligations under this Lease.

SECTION 9.9 Execution in Counterparts. This Lease may be executed in several counterparts, each of which shall be an original and all of which shall constitute the same instrument.

SECTION 9.10 Waiver. The waiver by the City of any breach by the Authority of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach of the same or any other term, covenant or condition hereof. The waiver by the Authority of any breach by the City of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach of the same or any other term, covenant or condition hereof.

SECTION 9.11 Captions. The captions or headings in this Lease are for convenience only and in no way define, limit the scope or intent of any provision of this Lease.

SECTION 9.12 Applicable Law. This Lease shall be governed in all respects, whether as to validity, construction, performance or otherwise, by the laws of the State.

SECTION 9.13 Quiet Enjoyment. The City covenants that the Authority, upon compliance with the terms of this Lease, shall peacefully and quietly have and hold and enjoy the Leased Water Facilities for the term herein provided, subject to any and all rights of the City under this Lease.

SECTION 9.14 Binding Effect. This Lease shall inure to the benefit of and be binding upon the respective parties hereto and their successors.

IN WITNESS WHEREOF, the CITY OF DETROIT and the GREAT LAKES WATER AUTHORITY have executed this Lease by its duly authorized officers as of the day and year first above written.

CITY OF DETROIT

By: _____

Its: Mayor

GREAT LAKES WATER AUTHORITY

By: _____

Its: Chairperson

And: _____

Its: Secretary

Approved on May 18, 2015 by City of Detroit Financial Review Commission

SCHEDULE A

LEASED WATER FACILITIES

Real Property: The Real Property shall include the following described land, buildings, water intakes, pump stations, other structures, improvements, easements, access rights, rights of way, permits, licenses and leases, together with all other easements, access rights, rights of way, permits, licenses and leases related thereto and not set forth in this Schedule A, and shall also include the buildings, pump stations, transmission mains and master meters set forth in Figures 1 and 2 to this Schedule A and all appurtenances related thereto. The Real Property shall also include certain areas of the buildings located at 735 Randolph Street and 6425 Huber Avenue in the City of Detroit that will be made available as work space and leased to the Authority, such areas to be set forth in an amendment to this Schedule A to be executed by the Director of DWSD and the Mayor of the City or his designee and the Director and the Chairperson of the Authority on or prior to the Effective Date.

Schedule A: Real Property WATER

Name of Project	**Property ID**	**Property Name**	**Address**	**City**	**Zip Code**	**County**
Other Holdings/IN-CITY	CD 10	McKinstry Warehouse	235 McKinstry	Detroit	48209	Wayne
Other Holdings/OUT-CITY	WS-148E P-4	30 Foot Easement In Walnut Lake Road and purchase of property.	2215 Walnut lake Road, West Bloomfield Tw.	West Bloomfield Twp		Oakland
Other Holdings/OUT-CITY	WS-178A P-4	Vacant Land.	1-94, South of Quinn	Clinton Township	48035	Macomb
Other Holdings/OUT-CITY	WS-206 P-36	Vacant Land.		Washington Township		Macomb
Other Holdings/OUT-CITY	WS-206 P-49	Vacant Land.		Washington Township		Macomb
Other Holdings/OUT-CITY	WS-207 P-81	Vacant Land.		Romeo		Macomb
Other Holdings/OUT-CITY	WS-207 P-94	Vacant Land.	318 S. Bailey	Romeo		Macomb
Other Holdings/OUT-	WS-320 P-23	Vacant Land.	270 East, South Blvd.	Troy		Oakland

CITY						
CITY			Westway & Montclair.	Detroit		Wayne
Other Holdings/OUT-CITY		Vacant Land.	Dequindre & 18 Mile Rd.	Sterling Heights		Macomb
Other Properties		Property to build North Oakland Transmission System/Washington Station	66455 VanDyke	Washington Township	48095	Macomb
Other Properties			67550 Van Dyke	Washington Township	48095	Macomb
Other Properties			67650 Van Dyke	Washington Township	48095	Macomb
Other Properties			67680 Van Dyke	Washington Township	48095	Macomb
Railroad Agreements	Conrail	License Agreement for Meter Control Facility.		Shelby Township		Macomb
Railroad Agreements	Conrail	Old Penn Central License Agreement (now owned by Conrail) for sewer crossing under tracks. See PCI-9, P-7		Utica		Macomb
Railroad Agreements	Conrail	Permit by letter to cross tracks In Gibraltar road with a 24" water main.		Brownstown Twp.		Wayne
Railroad Agreements	Detroit Terminal Railroad Co.	Agreement for water main.		Dearborn		Wayne
Railroad Agreements	Grand Trunk	Assignment to DWSD of License Agreements, {2) formerly held by Detroit and' Toledo Shoreline RR now merged Into Grand Trunk Western RR Company		Trenton & Riverview		Wayne
Railroad Agreements	Pere Marquette Railway	Agreement for water main.		Dearborn		Wayne
Railroad Agreements	Wabash RR	Agreement for water main.		Detroit		Wayne
Railroad Agreements	Conrail	Railroad's permission to replace water main under RR crossing. A Job# 92-11.		Detroit		Wayne
Railroad Agreements	Conrail	Railroad permission to replace water main under RR crossing. AKA Job #92-12.		Detroit		Wayne

Railroad Agreements	Conrail	Railroad permission to replace water main under RR crossing. AKA Job #92-13.		Detroit		Wayne
Railroad Agreements	Conrail	License Agreement for 12" water main, crossing track at Russell Ferry DPW yard.		Detroit		Wayne
Railroad Agreements	Conrail	License Agreement to cross tracks with 36" water main. AKA Job# 87-4.		Detroit		Wayne
Railroad Agreements	Conrail	Consolidation of 5 separate license agreements into one grant of easement with a one time payment of $9,297 to allow DWSD facilities. AKA Job #94-42		Detroit, Utica & Riverview		Wayne & Macomb
Railroad Agreements	CSX(Old C&O Rail Co.)	Agreement for water main.		Detroit		Wayne
Railroad Agreements	CSX(Old C&O Rail Co.)	Agreement for water main.		Dearborn		Wayne
Railroad Agreements	CSX {Old C&O Rail Co.)	Increase annual rental from $5.00 to $50.00 on 3 locations where DWSD crosses RR with water mains. RR LA #'s L 17921 , L 17924, L 17925		Detroit		Wayne
Railroad Agreements	CSX (Old C&O Rail Co.)	Agreement for water main.		Detroit		Wayne
Railroad Agreements	CSX(Old C&O Rail Co.)	1981 License Agreement for water mains. New agreement		Detroit		Wayne
Railroad Agreements	Detroit Terminal Railroad	4 Leases to cross. Lease #60 (Grace Street, West of French), #93 (Conner Creek, West of Conner) #1102 (Springwells Plant)#1243, (South of Freud, between St. Jean & Lycaste).		Detroit		Wayne
Railroad Agreements	Detroit Terminal	Agreement for water main. (1921)		Detroit		Wayne

	Railroad					
Railroad Agreements	Detroit Terminal Railroad	Agreement for water main.		Detroit		Wayne
Railroad Agreements	Detroit Terminal Railroad	Agreement for water main.		Detroit		Wayne
Railroad Agreements	Detroit Terminal Railroad	Agreement for crossing under tracks In 2 locations. 1. Knodel Street, 2. Devineave.		Detroit		Wayne
Railroad Agreements	Detroit Toledo Shoreline Railroad	Agreement for water main.		Detroit		Wayne
Railroad Agreements	Detroit Toledo Shoreline Railroad	Agreement for water main.		Detroit		Wayne
Railroad Agreements	Grand Trunk	JCC Journal of Council approval of petition from GTWRR to vacate certain streets & alleys while granting DWSD easements rights. JCC PP-1737-40 6-10-41.		Detroit		Wayne
Railroad Agreements	Grand Trunk	License Agreement for 8" water main, 2 fire hydrants, and a meter pit RR LA· #8528.		Detroit		Wayne
Railroad Agreements	Grand Trunk	Agreement allowing DWSD to construct a 10' raw water tunnel, a sewer, and water main. L 10259, P684.		Detroit		Wayne
Railroad Agreements	Grand Trunk	Agreement for water main.		Detroit		Wayne
Railroad Agreements	Grand Trunk	Easement from DWSD to GTWRR at I North Yard		Detroit		Wayne
Railroad Agreements	Grand Trunk	Agreement for water main.		Detroit		Wayne
Railroad Agreements	Grand Trunk	License Agreement for water main at 8 Mile & Hoover.		Detroit		Wayne
Railroad Agreements	Michigan C	Agreement for water main In Lantz I Avenue.		Detroit		Wayne
Railroad Agreements	Michigan C	Agreement for water main.		Detroit		Wayne

Railroad Agreements	Michigan C	Agreement for water main.		Detroit		Wayne
Railroad Agreements	New York	Agreement for water main.		Detroit		Wayne
Railroad Agreements	New York	Agreement for water main.		Detroit		Wayne
Railroad Agreements	New York C	Agreement for water main.		Detroit		Wayne
Railroad Agreements	New York C	Agreement for water main.		Detroit		Wayne
Railroad Agreements	New York C	Agreement for water main.		Detroit		Wayne
Railroad Agreements	Norfolk So	Agreement for construction & maintenance of 8" water main. AKA Job #93-15.		Detroit		Wayne
Railroad Agreements	Pennsylvania	Crossing Agreement for water main.		Detroit		Wayne
Railroad Agreements	Pere Marquette Railway	Agreement for water main.		Detroit		Wayne
Railroad Agreements	Pere Marquette Railway	Agreement for water main.		Detroit		Wayne
Railroad Agreements	Pere Marquette Railway	Agreement for water main.		Detroit		Wayne
Railroad Agreements	Pere Marquette Railway	Agreement for water main.		Detroit		Wayne
Railroad Agreements	Pere Marquette Railway	Agreement for water main.		Detroit		Wayne
Railroad Agreements	Pere Marquette Railway	Agreement for water main.		Detroit		Wayne
Railroad Agreements	Pere Marquette Railway	Agreement for water main.		Detroit		Wayne
Railroad Agreements	Railroad A	General file. Underlined or miscellaneous document only				
Railroad Agreements	Wabash RR	Agreement for water main.		Detroit		Wayne
Water Pump Station	STA 011	Ford Road Water Pumping Station	26015 Ford Road	Dearborn Heights	48127	Wayne
Water Pump Station	STA 012	Canyon (East Side) Water Pump Station & Reservoir.	18301 E. Warren	Detroit	48224	Wayne
Water Pump Station	STA 013	Greenfield (Northwest) Water Pump Station & Reservoir.	20340 James Couzens	Detroit	48235	Wayne

Water Pump Station	STA 014	Permanent and temporary easements for the Emily Drain Drainage District, West Service Center Water Pumping	26018 Ford Road	Southfield	48075	Oakland
Water Pump Station	STA 015	Michigan Avenue Water Pump STA & Reservoir,	3445 Barry	Wayne	48184	Wayne
Water Pump Station	STA 016	West Chicago Water Pumping STA & Reservoir.	28720 W. Chicago	Livonia	48150	Wayne
Water Pump Station	STA 017	Electric Avenue Water Pumping STA & Reservoir	1140 Montie Ave.	Lincoln Park	48146	Wayne
Water Pump Station	STA 019	20' Permanent Easement and 20' Construction Easement for 84" wide Water Main. Permanent and temporary easements across said property for the purpose of constructing, operating, Improving and marinating a groundwater drain pipe. (North Service Center).	1860 South Blvd.	Troy	48084	Oakland
Water Pump Station	STA 020	Adams Road Pumping Station & Reservoir.	6201 Adams Road	Bloomfield Twp	48013	Oakland
Water Pump Station	STA 021	Newburgh Water Pumping Station	36363 W. Eight Mile Road	Livonia	48152	Wayne
Water Pump Station	STA 022	Franklin Water Pumping STA & Reservoir. Roseville	7404 Inkster Road	Birmingham	48010	Oakland
Water Pump Station	STA 023	Roseville Water Pump STA & Reservoir.	25375 Macomb	Roseville	48066	Macomb
Water Pump Station	STA 027	Imlay Water & Pumping Station & Reservoir.	430 Wheeling Imlay City	Imlay Twp.	48444	Lapeer
Water Pump Station	STA 028	Joy Road Water Pump STA & Reservoir.	43127 Joy	Canton Twp.	481 87	Wayne
Water Pump Station	STA 029	Rochester Water Pumping Station	2851 E. 24 Mile Road	Shelby Twp.	48063	Macomb
Water Pump Station	STA 030	Schoolcraft Water Pumping Station Reservoir	30365 Schoolcraft	Livonia	48154	Wayne
Water Pump Station	STA 031	Wick Water Pumping Station	32280 Wick	Romulus	48174	Wayne

Water Pump Station	STA 040	Ypsilanti Water Pumping Station	361 Rawsonville Rd.	Belleville	48111	Wayne
Water Pump Station	STA 044	Kilgore Water Pumping Station & Reservoir		Kenockee Twp.		St. Clair
Water Pump Station	STA 046	Orion Pumping Station and Reservoir. Utility Pole Line Easement	3655 Giddings Road	Pontiac	48055	Oakland
Water Pump Station	STA 047	Haggerty Water Pumping Station	39905 W 14 Mile Road	Novi	48084	Oakland
Water Pump Station	STA 048	West Service Center Water Pumping STA & Reservoirs; Springwells supplied at 35-50 psig	20920 East Street	Southfield	48034	Oakland
Water System Projects	W5-206 P-34	Irregular easement for 96" main by agreement.		Washington Township		Macomb
Water System Projects	WS-118E	33 Foot Easement for a 42 Inch water main on Wick Road and a 33 Foot Easement for a 24 inch main on Hannon Road.		Romulus		Wayne
Water System Projects	WS-144	encroachment permit over 24 inch DWSD water main In vacated Haggerty Road North of 8-Mile		Novi		Oakland
Water System Projects	WS-148E P-1	33 Foot Easement for a 42 Inch water main on Knollwood Country Club Property.		West Bloomfield Twp		Oakland
Water System Projects	WS-148E Gen	General file- for 42 inch water main on Middlebelt, Walnut Lake Road, and Inkster Road.				Oakland
Water System Projects	WS-148E P-2	30 Foot Easement for 42 Inch water main In Walnut Lake Road.		Birmingham		Oakland
Water System Projects	WS-148E P-3	30 Foot Easement for 42 Inch water main thru Walnut Lake School Property.	Walnut lake Road	Birmingham		Oakland
Water System Projects	WS-148E P-4	30 Foot Easement in Walnut lake Road and purchase of property.	2215 Walnut lake West Road, West Bloomfield Tw.	West Bloomfield		Oakland

Water System Projects	WS-148E P-5	10 Foot Easement for 42 inch water main at 4230 Middlebelt.	4230 Middlebelt	West Bloomfield Twp		Oakland
Water System Projects	WS-158	Triangular easement at the south easterly most portion of the property In NW Corner of Telegraph and Square lake Road for a 42" water main.		Bloomfield Twp		Oakland
Water System Projects	WS-167	Easement for 54 Inch water main located in 14 Mile Road Row.				Oakland
Water System Projects	WS-170	54, 60, and 72 inch mains In 14 Mile and Inkster Roads. All in Road ROW.				Oakland
Water System Projects	WS-171	General File, Hannan Road -lower Huron Metropark. 30 Foot Easement for a 24 and 30 inch water main, Huron River Drive to Savage and Bemis Roads.		Romulus and Van Buren		Wayne
Water System Projects	WS-171 P-1	30 Foot Easement for a 24 Inch water main running 400 feet thru private property.	16955 Hannon	Romulus		Wayne
Water System Projects	WS-171 P-2	30 Foot Easement for a 24 inch water main off of Hannon Road on private property		Romulus		Wayne
Water System Projects	WS-171 P-3	40 Foot Easement on private land for water main off of West Hannan Road.	17620 Hannan Road	New Boston		Wayne
Water System Projects	WS-171 P-4	25 Foot Easement across private property at Savage Road and Bemis Road.		Belleville		Wayne
Water System Projects	WS-171 P-5	65 Foot Easement for a 30 Inch water main running thru Lower Huron Metro Park from Pennsylvania Savage Roads.		Belleville	48111	Wayne
Water System Projects	WS-171 P-6	25 Foot Easement on private property on West Side of Hannan Road at Pennsylvania Road.		Huron Twp.		Wayne

Water System Projects	WS-176	General file, 42 Inch water main In Square Lake Road from Middlebelt to Woodrow Wilson then thru private property Into Keego Harbor		West Bloomfield and Keego Harbor		Oakland
Water System Projects	WS-176 P-1	25 Foot Easement running 870Ft. thru private property in Keego Harbor for a 42 Inch water main.	2835 Orchard Lake Road	Keego Harbor		Oakland
Water System Projects	WS-176 P-2	Easement for a 24 inch water main ln private property.		West Bloomfield Twp		Oakland
Water System Projects	WS-178A	General file for easements and Purchases form State Highway Dept. for a 42 and 48 inch water main in Clinton Twp		Clinton Twp.		Macomb
Water System Projects	WS-178A P-1	20 Foot Easement in rear of private property for a 42 inch water main.	33860 Stevenson	Madison Heights	48071	Macomb
Water System Projects	WS-178A P-2	30 Foot Easement in the rear of private property for a 42 inch water main.	33880 Stevenson	Clinton Twp.		Macomb
Water System Projects	WS-178A P-3	30 Foot Easement in rear of private property for a 42 inch water main.	33940 Stevenson	Clinton Twp.		Macomb
Water System Projects	WS-178A P-5	30 Foot Easement in rear of private property for a 42 inch water main.	23000 Quinn	Clinton Twp.		Macomb
Water System Projects	WS-178A P-5A	30 Foot Easement in rear of private property for a 42" water main.	23020 Quinn	Clinton Twp.		Macomb
Water System Projects	WS-178A P-6	25 Foot Easement In the front of private property for a 42" water main.	23045 Quinn	Mt. Clemens		Macomb
Water System Projects	WS-178A P-7	30 Foot Easement in private property for a 42" water main.	23350 15 Mile	Mt. Clemens		Macomb
Water System Projects	WS-185	Agreement with County Drain Commission to cross drains and agreement with Penn Central to lay a 24 and 30 inch		Rockwood		Wayne

		water main across their property				
Water System Projects	WS-190	Agreements with Canton. Plymouth. Plymouth Twp. and C&O Railroad for a 30, 36, and 48 Inch water main In Road ROW.				Wayne
Water System Projects	WS-192	Agreements with Livonia, Plymouth Twp. and Westland for 42 and 48 inch mains In Street Row.				Wayne
Water System Projects	WS-196	General file for a 27 foot Easement for a 48 inch water main.		West Bloomfield Twp.		Oakland
Water System Projects	WS-196 P-1	27 Foot Easement for a 48 Inch water main.		Farmington Twp.		Oakland
Water System Projects	WS-196 P-2	27 Foot Easement for a 48 Inch water main.		West Bloomfield Twp		Oakland
Water System Projects	WS-196 P-3	27 Foot Easement for a 48 Inch water main.		West Bloomfield Twp		Oakland
Water System Projects	WS-196 P-4	17 Foot Easement for a 48 Inch water main.		Farmington Twp.		Oakland
Water System Projects	WS-197	General file obtain easements and Permits for a 42 and 36 Inch water main.		Pontiac Twp.		Oakland
Water System Projects	WS-197 3-B	60 Foot Easement for a 42 inch main, Lyg West of N/S 1/4 Sec Line of see 13.		Auburn Hills		Oakland
Water System Projects	WS-197 P-1A	Land acquired by condemnation for a 42 Inch water main. DWSD leases this land to City of Auburn Hills	1827 N. Squirrel Road	Auburn Hills	48326	Oakland
Water System Projects	WS-197 P-1B	20 Foot Construction Easement only.		Pontiac		Oakland
Water System Projects	WS-197 P-2	30 Foot Easement for a 42 inch main.		Pontiac		Oakland
Water System Projects	WS-197 P-2	30 Foot Easement for a 42 inch main.		Pontiac		Oakland
Water System Projects	WS-197 P-3	60' Easement for a 42 Inch main through		Auburn Hills		Oakland

		private land.				
Water System Projects	WS-197 P-3A	60 Foot Easement for a 42 inch main through private property.		Auburn Hills		Oakland
Water System Projects	WS-197 P-4A	Easement for 42 inch main In Squirrel Road Row.		Pontiac		Oakland
Water System Projects	WS-197 P-4B	Easement for a 42 Inch main in Squirrel Road Row.		Pontiac		Oakland
Water System Projects	WS-197 P-5	20 Foot Wide Easement for a 42 inch main over private property.		Pontiac		Oakland
Water System Projects	WS-197 P-6	20' Easement for a 42 Inch main through private property.		Pontiac		Oakland
Water System Projects	WS-201	Construction Authorization Agreement to lay a 72 inch water main In the City of Warren.		Warren		Macomb
Water System Projects	WS-202 208	General file for Detroit to Port Huron 96" water main.				Macomb
Water System Projects	WS-202 P-1	25' Easement In the Detroit Edison Corridor for a 60 inch water main through Sterling Heights.		Sterling Heights		Macomb
Water System Projects	WS-204	State Highway Dept. to lay a 60" water main in M-59 Right of Way.		Sterling Heights		Macomb
Water System Projects	WS-204 P-1	50 Foot Easement for water main by condemnation proceedings Macomb County Circuit Court #X-65-777		Sterling Heights		Macomb
Water System Projects	WS-205	General file 96" main through Shelby Township containing agreements with Conrail Grand Truck Highway Dept. Also refer to encroachment permits Job #96-21 & 93-8.		Shelby Township		Macomb

Water System Projects	WS-205 P-1	Easement over a triangular piece of private property conveyed through condemnation in Macomb Circuit Court for 96" main (x65-2811) condo#		Shelby Township		Macomb
Water System Projects	WS-205 P-10	66' Easement for a 96" main thru private property.		Shelby Twp.		Macomb
Water System Projects	WS-205 P-11	80' Easement for 96” main through private property.		Shelby Twp.		Macomb
Water System Projects	WS-205 P-12	80' Easement for a 96” main through private property.		Shelby Twp.		Macomb
Water System Projects	WS-205 P-2	100 Foot Easement for 96" main in Shelby Twp.		Shelby Township		Macomb
Water System Projects	WS-205 P-3	A 70 Foot Wide Easement alongside an existing 30'Easement for 96" main.		Shelby Township		Macomb
Water System Projects	WS-205 P-4	100 Foot Easement through private property for a 96" main.		Shelby Township		Macomb
Water System Projects	WS-205 P-5	100 Foot Easement for a 96" main through private property		Shelby Township		Macomb
Water System Projects	WS-205 P-6	150 Foot Easement for a 96” main through state property {DNR}.		Shelby Twp.		Macomb
Water System Projects	WS-205 P-7	100' Easement for a 96” main over private property."		Shelby Twp.		Macomb
Water System Projects	WS-205 P-7A	Easement for 96” water main through private property.		Shelby Twp.		Macomb
Water System Projects	WS-205 P-8	100' Easement for 96 main through private property.		Shelby Twp.		Macomb
Water System Projects	WS-205 P-9	100' Easement for 96" main through private property.		Shelby Twp.		Macomb
Water System Projects	WS-206	General file for easements located West of West line of GTRR/ROW, Washington Township from 25		Washington Twp.		Macomb

		Mile to 29 1/2 Mile Roads.				
Water System Projects	WS-206 P-13	80' Easement for 96" main adjoining West Line of GTRR/Row.		Shelby Township		Macomb
Water System Projects	WS-206 P-14	60' Easement for 96” main on private property from condemnation #X65-2811 Macomb Circuit Court		Shelby Twp.		Macomb
Water System Projects	WS-206 P-15	80' Easement for a 96” main through private property secured through Circuit Court, condemnation x65-2811.		Shelby Twp.		Macomb
Water System Projects	WS-206 P-16	80' Easement for 96 main by Circuit Court, condemnation x65-2811, plus encroachment #87-72.		Shelby Twp.		Macomb
Water System Projects	WS-206 P-17	80' Easement for a 96" main via Circuit Court, condemnation xS5-2811, plus encroachment #87-72.		Shelby Township		Macomb
Water System Projects	WS-206 P-18	80' Easement for 96" main via Circuit Court, condemnation #XS5-2811.		Shelby Township		Macomb
Water System Projects	WS-206 P-19	80' Easement for 96" main via Circuit Court, condemnation #XS5-2811.		Shelby Township		Macomb
Water System Projects	WS-206 P-20A	80' Easement for 96" main via Circuit Court, condemnation #X65-2811.		Shelby Township		Macomb
Water System Projects	WS-206 P-20B	50' wide easement for Water Board underground transmission lines		Washington Township		Macomb
Water System Projects	WS-206 P-21 22	80' Easement for 96" main via Circuit Court, condemnation #X65-2811.		Shelby Township		Macomb

Water System Projects	WS-206 P-22A 23	80' Easement for 96" main via condemnation #X65-2811. Also encroachment to Mich Con. See Job #80-2		Washington Township		Macomb
Water System Projects	WS-206 P-22B	80' Easement for 96" main from Huron-Clinton Metropolitan Authority. Also encroachment to Mich Con, Job #80-2.		Shelby Township		Macomb
Water System Projects	WS-206 P-24	80' Easement for a 96" main via condemnation #X65-2811. Plus encroachment #80-1, 80-2, 86-5		Washington Township		Macomb
Water System Projects	WS-206 P-25A	80' Easement for 96" main by agreement with owner. Also encroachment for gas line Job #80-2.		Washington Township		Macomb
Water System Projects	WS-206 P-25B	80' Easement for 96" main by agreement with owner (L 1766P88). Also encroachment to Mich Con. Job #80-2.		Washington Township		Macomb
Water System Projects	WS-206 P-26	80' Easement for a 96" main via Circuit Court, condemnation #X65-2811. Also encroachment #80-2.		Washington Township		Macomb
Water System Projects	WS-206 P-27	80' Easement for a 96" main via Circuit Court, condemnation #X65-2811. Also encroachment to Mich Con. Job #80-2.		Washington Township		Macomb
Water System Projects	WS-206 P-28	80' Easement for 96" main via Circuit Court, condemnation #X65-2811. Plus encroachment #80-02.		Washington Township		Macomb
Water System Projects	WS-206 P-29 (MC)	80' Easement for 96"main via Circuit Court, condemnation #X65-2811. Also encroachment to Mich Con #80-02.		Washington Township		Macomb

Water System Projects	WS-206 P-30	100' Easement for 96" main via condemnation #X65-2811. Also 2 encroachments on DWSD #77-16 & 80-2.		Washington Township		Macomb
Water System Projects	WS-206 P-31	100' & 80' Easement for 96" main by condemnation #X65-2811. Plus encroachment for gas line #80-02.		Washington Twp.		Macomb
Water System Projects	WS-206 P-32	80' Easement for 96" main agreement with owner. Plus encroachment to Mich Con #80-02.		Washington Township		Macomb
Water System Projects	WS-206 P-33	Irregular Easement for 96" main by condemnation #X65-2811. Plus encroachment #80-02		Washington Twp.		Macomb
Water System Projects	WS-206 P-35	47' Easement for 96" main by condemnation #X65-2811		Washington Township		Macomb
Water System Projects	WS-206 P-36	Irregular easement for 96" main by agreement with Edison plus gas & oil Lease #85-4.		Washington Township		Macomb
Water System Projects	WS-206 P-37	47' Easement for 96" main by agreement with owner.		Washington Township		Macomb
Water System Projects	WS-206 P-38	80' Easement for 96" main by agreement with owner.		Washington Township		Macomb
Water System Projects	WS-206 P-39	80' Easement for 96" main by condemnation #X65-2811		Washington Township		Macomb
Water System Projects	WS-206 P-40	80' Easement for 96" main by condemnation #X65-2811		Washington Twp.		Macomb
Water System Projects	WS-206 P-41	80' Easement for 96" main by agreement with owner.		Washington Township		Macomb
Water System Projects	WS-206 P-42	80' Easement for 96" main by condemnation #X65-2811. Plus encroachments 77-14, 79-7		Washington Township		Macomb

Water System Projects	WS-206 P-43	80' Easement for 96" main by condemnation #X65-2811		Washington Township		Macomb
Water System Projects	WS-206 P-44	80' Easement for 96" main by condemnation #X65-2811		Washington Township		Macomb
Water System Projects	WS-206 P-45	A triangular piece of property for easement for 96" main by condemnation #X65-2811		Washington Township		Macomb
Water System Projects	WS-206 P-46	80' Easement for 96" main by condemnation #X65-2811		Washington Township		Macomb
Water System Projects	WS-206 P-47	80' Easement for 96" main by condemnation #X65-2811		Washington Township		Macomb
Water System Projects	WS-206 P-48	Easement for 96" main by condemnation #X65-2811		Washington Twp.		Macomb
Water System Projects	WS-206 P-49	50' Easement for 96" main by agreement with Detroit Edison.		Washington Township		Macomb
Water System Projects	WS-206 P-50	Triangular Easement for 96" main by condemnation #X65-2811.		Washington Township		Macomb
Water System Projects	WS-206 P-51A	80' wide easement for Water Board underground transmission lines		Romeo		Macomb
Water System Projects	WS-206 P-51A	80' Easement f or 96" main by agreement with owner.		Washington Township		Macomb
Water System Projects	WS-206 P-51B	Permission to use DWSD easement, (51 A) granted to Robert Owens for railroad Operation (business)		Washington Twp.		Macomb
Water System Projects	WS-206 P-52	80' Easement for 96" main by agreement with owner.		Washington Twp.		Macomb
Water System Projects	WS-206 P-53	80' Easement for 96" main by agreement with owner.		Washington Twp.		Macomb
Water System Projects	WS-206 P-54	80' wide easement for Water Board underground transmission lines		Washington Township		Macomb

Water System Projects	WS-207	General File 96"water main from 29 1/2 Mile Road to 34 Mile Road.				Macomb
Water System Projects	WS-207 P-100	100' Easement for 96" main by condemnation #X65-2811. Also encroachment #78-2 & 88.43		Bruce Township		Macomb
Water System Projects	WS-207 P-101	Easement for Water Board underground transmission lines		Bruce Township		Macomb
Water System Projects	WS-207 P-54A	80' Easement for 96" main by condemnation #X65-2811		Washington Township		Macomb
Water System Projects	WS-207 P-55	80' Easement for 96" main by condemnation #X65-2811.		Washington Township		Macomb
Water System Projects	WS-207 P-56	80' Easement for 96" main by condemnation #X65-2811.		Washington Township		Macomb
Water System Projects	WS-207 P-57	80' Easement for 96" main by condemnation #X65-2811. Plus encroachment #s 78-5. 76-12.		Washington Township		Macomb
Water System Projects	WS-207 P-58	80' Easement for 96" main by condemnation #X65-2811. Plus encroachment #78-5.		Washington Township		Macomb
Water System Projects	WS-207 P-59	80' Easement for 96" main by condemnation #X65-2811. Plus encroachment #78-5.		Washington Township		Macomb
Water System Projects	WS-207 P-60	80' Easement for 96" main by condemnation #X65-2811. Plus encroachment #78-5.		Washington Township		Macomb
Water System Projects	WS-207 P-61	80' Easement for 96" main by condemnation #X65-2811. Plus encroachment #78-5.		Washington Township		Macomb
Water System Projects	WS-207 P-62	80' Easement for 96" main by condemnation #X65-2811. Plus		Washington Township		Macomb

		encroachment #78-5.				
Water System Projects	WS-207 P-63	80' Easement for 96" main by condemnation #X65-2811. Plus encroachment #78-5.		Washington Township		Macomb
Water System Projects	WS-207 P-64	80' Easement for 96" main by condemnation #X65-2811. Plus encroachment #78-5.		Washington Township		Macomb
Water System Projects	WS-207 P-65	80' Easement for 96" main by condemnation #X65-2811. Plus encroachment #78-5 & 79.9		Washington Township		Macomb
Water System Projects	WS-207 P-66	80' Easement for 96" main by condemnation #X65-2811. Plus encroachment #78-9.		Washington Township		Macomb
Water System Projects	WS-207 P-67	80' Easement for 96" main by condemnation #X65-2811. Plus encroachment #78-9.		Washington Township		Macomb
Water System Projects	WS-207 P-68	80' Easement for 96" main by condemnation #X65-2811. Plus encroachment #78-9.		Washington Township		Macomb
Water System Projects	WS-207 P-69	80' Easement for 96" main by condemnation #X65-2811. Plus encroachment #79-9.		Washington Township		Macomb
Water System Projects	WS-207 P-70	80' Easement for 96" main by condemnation #X65-2811. Plus encroachment #79-9.		Romeo		Macomb
Water System Projects	WS-207 P-71	80' Easement for 96" main by condemnation #X65-2811. Plus encroachment #79-9.		Romeo		Macomb
Water System Projects	WS-207 P-72	80' Easement for 96" main by condemnation #X65-2811. Plus encroachment #'s 79-9, 81-4, 81-4A		Romeo		Macomb

Water System Projects	WS-207 P-73	80' Easement for 96" main by condemnation #X65-2811. Plus encroachment #'s 79-9, 81-4, 81-4A		Romeo		Macomb
Water System Projects	WS-207 P-73A	Triangular easement for 96" main agreement with GTRR		Romeo		Macomb
Water System Projects	WS-207 P-74	10' Easement for 96" main by condemnation #X65-2811		Romeo		Macomb
Water System Projects	WS-207 P-75	10' Easement for 96" main by condemnation #X65-2811		Romeo		Macomb
Water System Projects	WS-207 P-76	10' Easement for 96" main by condemnation #X65-2811		Romeo		Macomb
Water System Projects	WS-207 P-77	Acquisition for Permanent underground Water Main Easement		Romeo		Macomb
Water System Projects	WS-207 P-78	10' Easement for 96" main by condemnation #X65-2811		Romeo		Macomb
Water System Projects	WS-207 P-79A	10' Easement for 96" main by condemnation #X65-2811		Romeo		Macomb
Water System Projects	WS-207 P-80	50' Easement for 96" main by agreement with Gas Co.		Romeo		Macomb
Water System Projects	WS-207 P-81	75' strip of land purchased from Detroit Edison for 96" main (75 x 150). Also Oil & Gas lease #88-23, 87-11, 80-3. OLD PE-28 (a & b)		Romeo		Macomb
Water System Projects	WS-207 P-82	15' Easement for 96" main by agreement condemnation #X65-2811.		Romeo		Macomb
Water System Projects	WS-207 P-83	15' Easement for 96" main by agreement condemnation #X65-2811.		Romeo		Macomb
Water System Projects	WS-207 P-84	15' Easement for 96" main by agreement condemnation #X65-		Romeo		Macomb

		2811.				
Water System Projects	WS-207 P-85	15' Easement for 96" main by agreement condemnation #X65-2811.		Romeo		Macomb
Water System Projects	WS-207 P-86	15' Easement for 96" main by agreement condemnation #X65-2811.		Romeo		Macomb
Water System Projects	WS-207 P-87	15' Easement for 96" main by agreement condemnation #X65-2811.		Romeo		Macomb
Water System Projects	WS-207 P-88	15' Easement for 96" main by agreement condemnation #X65-2811.		Romeo		Macomb
Water System Projects	WS-207 P-89	East Side of Dorsey, North of St. Clair.		Romeo		Macomb
Water System Projects	WS-207 P-90	15' Easement for 96" main by agreement condemnation #X65-2811.		Romeo		Macomb
Water System Projects	WS-207 P-91	15' Easement for 96" main by agreement condemnation #X65-2811.		Romeo		Macomb
Water System Projects	WS-207 P-92	15' Easement for 96" main by agreement condemnation #X65-2811.		Romeo		Macomb
Water System Projects	WS-207 P-93	15' Easement for 96" main by agreement condemnation #X65-2811.		Romeo		Macomb
Water System Projects	WS-207 P-94	Purchase of East 130 of lot 20 for 96" main. Also on Out-City Holdings List, File control #92		Romeo		Macomb
Water System Projects	WS-207 P-94A	130' Easement for 96" main by agreement with Romeo. Plus encroachment #79-4.		Romeo		Macomb
Water System Projects	WS-207 P-95	Irregular shape easement for 96" main by condemnation #X65-2811 .		Romeo		Macomb

Water System Projects	WS-207 P-95A	Triangular shaped easement for 96" main by condemnation #X65-2811.		Romeo		Macomb
Water System Projects	WS-207 P-95B	Irregular easement for 96" main by agreement with owner.		Romeo		Macomb
Water System Projects	WS-207 P-95C	Irregular shaped easement for 96" main by condemnation #X65-2811		Romeo		Macomb
Water System Projects	WS-207 P-96	100' Easement for 96" main by condemnation #X65-2811		Romeo		Macomb
Water System Projects	WS-207 P-97 98	100' Easement for 96" main by agreement with owner.		Bruce Township		Macomb
Water System Projects	WS-207 P-99	100' wide easement for Water Board underground transmission lines		Bruce Township		Macomb
Water System Projects	WS-208	96" Main just off or thru McKay Road from 34 Mile to Brown Road. No record of Easements In Property or As Built files.				Macomb & St. Clair Counties
Water System Projects	WS-208A	Installing pipe for 96" main In McKay and Stotch Settlement Roads from Brown Road to Almont Road.				Macomb & St. Clair Counties
Water System Projects	WS-209 P-1	100' Easement for 96" main by condemnation #699.		Almont Twp.		Lapeer
Water System Projects	WS-209 P-2	100' Easement for 96" main by condemnation #699.		Almont Twp.		Lapeer
Water System Projects	WS-209 P-3	Triangular Easement for 96" main by condemnation #699.		Almont Twp.		Lapeer
Water System Projects	WS-209 P-4	Triangular Easement for 96" main by condemnation #699.		Imlay Twp.		Lapeer
Water System Projects	WS-210 P-10	50' Easement for 96" main by condemnation #699.		Imlay Twp.		Lapeer

Water System Projects	WS-210 P-11	50' Easement for 96" main by condemnation #699.		Imlay Twp.		Lapeer
Water System Projects	WS-210 P-12	50' Easement for 96" main by condemnation #699.		Imlay Twp.		Lapeer
Water System Projects	WS-210 P-13	50' Easement for 96" main by condemnation #699.		Imlay Twp.		Lapeer
Water System Projects	WS-210 P-14	Station 027, Imlay City by Condemnation #699		Imlay Twp.		Lapeer
Water System Projects	WS-210 P-5	50' Easement for 96" main by condemnation #699.		Imlay Twp.		Lapeer
Water System Projects	WS-210 P-6	50' Easement for 96" main by condemnation #699.		Imlay Twp.		Lapeer
Water System Projects	WS-210 P-7	50' Easement for 96" main by condemnation #699.		Imlay Twp.		Lapeer
Water System Projects	WS-210 P-8	50' Easement for 96" main by condemnation #699.		Imlay Twp.		Lapeer
Water System Projects	WS-210 P-9	50' Easement for 96" main by condemnation #699.		Imlay Twp.		Lapeer
Water System Projects	WS-211	General file, no record of easements. 38,000 lineal feet of 72 main on Bowers Road.				
Water System Projects	WS-212	General file, no record of easements for 33,800 lineal feet of 72 main on Bowers Road.				
Water System Projects	WS-213	General file, no record of easements for 17,500 lineal feet of 72 main on Bower's and Oregon Roads.·				
Water System Projects	WS-214 P-1	60' Easement for 72" main by agreement with owner.		Richfield Twp.		Genesee
Water System Projects	WS-214 P-2	60' Easement for 72" main by agreement with owner.		Richfield Twp.		Genesee
Water System Projects	WS-215 P-1	200' Foot Easement for 120" main by agreement with owner.		Mussey Township		St. Clair
Water System Projects	WS-215 P-5	200' Easement for 120" main by		Mussey Township		St. Clair

		agreement with owner.				
Water System Projects	WS-215 P-6	200' Wide Water Transmission Line Easement		Mussey Township		St. Clair
Water System Projects	WS-215 P-L1	200' Foot Easement for 120" main by agreement with owner.		Imlay Twp.		Lapeer
Water System Projects	WS-215 P-L2	200' Foot Easement for 120" main by agreement with owner.		Imlay Twp.		Lapeer
Water System Projects	WS-215-219	General file 200' easement for 120" main from Imlay Station to Lake Huron		Mussey Township		St. Clair
Water System Projects	WS-216 P-16	200' Easement for 120" main by agreement with owner.		Emmett Township		St. Clair
Water System Projects	WS-216 P-17	200' Wide Water Transmission Line Easement		Emmett Township		St. Clair
Water System Projects	WS-216 P-17	200' Easement for 120" main by agreement with owner.		Emmett Township		St. Clair
Water System Projects	WS-216 P-18	200' Easement for 120" main by agreement with owner.		Emmett Township		St. Clair
Water System Projects	WS-216 P-19	200' Easement for 120" main by purchase from owner, plus City Sellback & Edison Easement.		Emmett Township		St. Clair
Water System Projects	WS-216 P-20	200' Easement for 120" main by condemnation.		Emmett Township		St. Clair
Water System Projects	WS-216 P-21	200' Easement for 120" main by condemnation #482-3		Emmett Township		St. Clair
Water System Projects	WS-216 P-22	200' Easement for 120" main by agreement with owner		Emmett Township		St. Clair
Water System Projects	WS-216 P-23	200' Easement for 120" main by condemnation.		Emmett Township		St. Clair
Water System Projects	WS-216 P-24	200' Easement for 120" main by condemnation.		Emmett Township		St. Clair

Water System Projects	WS-216 P-25	200' Easement for 120" main with parts excepted by condemnation.		Emmett Township		St. Clair
Water System Projects	WS-216 P-26	200' Easement for 120" main by condemnation.		Emmett Township		St. Clair
Water System Projects	WS-216 P-27	200' Easement for 120" main by agreement with owner		Emmett Township		St. Clair
Water System Projects	WS-216 P-28	200' Easement for 120" main by agreement with owner		Emmett Township		St. Clair
Water System Projects	WS-216 P-28A	200' Easement for 120" main by agreement with owner		Emmett Township		St. Clair
Water System Projects	WS-216 P-29	200' Easement for 120" main by condemnation.		Emmett Township		St. Clair
Water System Projects	WS-216 P-30	200' Easement for 120" main by condemnation.		Emmett Township		St. Clair
Water System Projects	WS-217 P-31	200' Easement for 120" main by condemnation.		Emmett Township		St. Clair
Water System Projects	WS-217 P-31Y	No actual parcel #. Agreement with State of Michigan - 100' Easement for 120" main over sections 4, 5, & 6. Also permit and description for tunnel under Lake Huron. Found between P-31 and P-32.		Clyde Twp.		St. Clair
Water System Projects	WS·217 P-31Z	No actual parcel #. This file contains records for Condemnation #482-3 in St. Clair County. File found between parcel 31 & 32.				St. Clair
Water System Projects	WS-217 P-32	200' Easement for 120" main by condemnation.		Kenockee Township		St. Clair
Water System Projects	WS-217 P-33	200' Easement for 120" main by condemnation.		Kenockee Township		St. Clair
Water System Projects	WS-217 P-34	200' Wide Water Transmission Line Easement		Kenockee Township		St. Clair

Water System Projects	WS-217 P-35	200' Wide Water Transmission Line easement		Kenockee Township		St. Clair
Water System Projects	WS-217 P-36	200' Easement for 120" main by condemnation.		Kenockee Township		St. Clair
Water System Projects	WS-217 P-37	200' Wide Water Transmission Line Easement		Kenockee Township		St. Clair
Water System Projects	WS·217 P-38	200' Easement for 120" main by condemnation.		Kenockee Township		St. Clair
Water System Projects	WS-217 P-39	200' Easement for 120" main by condemnation. Also encroachment #91-1		Kenockee Twp.		St. Clair
Water System Projects	WS-217 P-39A	200' Easement for 120" main by condemnation		Kenockee Township		St. Clair
Water System Projects	WS-217 P-39B	2 Parcels of land from C&O RR to DWSD for easement for 120" main by agreement.		Kenockee and Clyde Twps.		St. Clair
Water System Projects	WS-217 P-40	Parcel purchased for Kilgore· Pumping Station (STA. 044),		Kenockee		St. Clair
Water System Projects	WS-217 P-41	200' Easement for 120" main by condemnation.		Kenockee Township		St. Clair
Water System Projects	WS-217 P-42	200' Easement for 120" main by condemnation,		Kenockee Township		St. Clair
Water System Projects	WS-217 P-43	200' Wide Water Transmission Line Easement		Kenockee Township		St. Clair
Water System Projects	WS-217 P-44	200' Easement for 120" main by condemnation.		Kenockee Township		St. Clair
Water System Projects	WS-217 P-45	200' Easement for 120" main by condemnation		Kenockee Township		St. Clair
Water System Projects	WS-217 P-46	200' Easement for 120" main by agreement with owner.		Kenockee Township		St. Clair
Water System Projects	WS-217 P-46A	200' Easement for 120" main by condemnation.		Kenockee Township		St. Clair
Water System Projects	WS-218 P-47	200' Easement for 120" main by condemnation.		Kenockee Township		St. Clair
Water System Projects	WS-218 P-48	200' Easement for 120" main by condemnation.		Kenockee Township		St. Clair

Water System Projects	WS-218 P-49	200' Easement for 120" main by condemnation.		Kenockee Township		St. Clair
Water System Projects	WS-218 P-50	200' Easement for 120" main by agreement with owner.		Clyde Township		St. Clair
Water System Projects	WS-218 P-51	200' Easement for 120" main by agreement with owner.		Clyde Township		St. Clair
Water System Projects	WS-218 P-52	200' Easement for 120" main by purchase, 1973 sold by DWSD to Mr. & Mrs. Boelens. DWSD retained easement		Clyde Township		St. Clair
Water System Projects	WS-219 P-53	Land purchased by DWSD for 120" main and then sold to Mr. & Mrs. Boelens in 1974 while retaining a 200' Easement for. 120" main.		Clyde Township		St. Clair
Water System Projects	WS-219 P-54	200' Easement for 120" main by agreement with owner.		Clyde Township		St. Clair
Water System Projects	WS-219 P-55	200' Easement for 120" main by agreement with owner.		Clyde Township		St. Clair
Water System Projects	WS-219 P-56	200' Easement for 120" main by agreement with owner.		Clyde Township		St. Clair
Water System Projects	WS-219 P-56A	200' Easement for 120" main by agreement with owner.		Clyde Township		St. Clair
Water System Projects	WS-219 P-57 58	200' Easement for 120" main by agreement with owner. Also encroachment #89-56		Clyde Township		St. Clair
Water System Projects	WS-219 P-69	DWSD purchase for 120" main then sold by DWSD In 1974, retaining a 200' easement		Fort Gratiot Township		St. Clair
Water System Projects	WS-219 P-60	200' Wide Water Transmission Line Easement		Fort Gratiot Township		St. Clair

Water System Projects	WS-219 P-61	200' Easement for 120" main by agreement with owner.		Fort Gratiot Township		St. Clair
Water System Projects	WS-219 P-61A	200' Easement for 120" main by agreement with owner.(not In file)		Fort Gratiot Township		St. Clair
Water System Projects	WS-219 P-62 63	DWSD land purchase of property for Port Huron project.		Fort Gratiot Township		St. Clair
Water System Projects	WS-219 P-64	Purchase of 170' strip of land.		Fort Gratiot Township		St. Clair
Water System Projects	WS-219 P-65 66 67	DWSD purchase of land for project.		Fort Gratiot Township		St. Clair
Water System Projects	WS-219 P-68	DWSD purchase of land for project.		Fort Gratiot Township		St. Clair
Water System Projects	WS-219 P-69	DWSD land purchase in 1968 for Lake Huron project.		Fort Gratiot Township		St. Clair
Water System Projects	WS-219 P-70	DWSD purchase of land for Lake Huron project.		Fort Gratiot Township		St. Clair
Water System Projects	WS-308	Easement agreements for 42" & 36" main adjacent to Tyler-Beck-Ecorse Roads and Willow Run Airport, Belleville Road, to Penn Central Road, AKA Ypsilanti Supply Line.		Van Buren Twp. & Ypsilanti Twp.		Wayne & Washtenaw
Water System Projects	WS-320	General file 84" main from North Service Center (Dequindre & South) to Adams Road Station (Adams Road & 1-75). Also contains encroachments #99-01, #98-14 and #00-02.		Troy		Oakland
Water System Projects	WS-320 P-1	50' Easement for 84" main by agreement with owner.		Troy		Oakland
Water System Projects	WS-320 P-10	50' Easement for 84" main by agreement with owner.		Troy		Oakland
Water System Projects	IWS-320 P-11	30' Easement for 84" main by agreement with owner.		Troy		Oakland
Water System Projects	WS-320 P-12	50' Easement for 84" main by agreement with owner.		Troy		Oakland

Water System Projects	WS-320 P-13	50' Easement for 84" main by agreement with owner.		Troy		Oakland
Water System Projects	WS-320 P-14	50' Easement for 84" main by agreement with owner.		Troy		Oakland
Water System Projects	WS-320 P-15	50' Easement for 84" main by agreement with owner.		Troy		Oakland
Water System Projects	WS-320 P-16A	50' Easement for 84" main by agreement with owner.		Troy		Oakland
Water System Projects	WS-320 P-16	23' Easement for 84" main by agreement with owner.		Troy		Oakland
Water System Projects	WS-320 P-16	23' Easement for 84" main by agreement with owner.		Troy		Oakland
Water System Projects	WS-320 P-17	23' Easement for 84" main by agreement with owner.		Troy		Oakland
Water System Projects	WS-320 P-18	23' Easement for 84" main by agreement with owner.		Troy		Oakland
Water System Projects	WS-320 P-19	23' Easement for 84" main by agreement with owner.		Troy		Oakland
Water System Projects	WS-320 P-1A	50' Easement for 84" main by agreement with owner.		Troy		Oakland
Water System Projects	WS-320 P-2	50' Easement for 84" main by agreement with owner.		Troy		Oakland
Water System Projects	WS-320 P-20	23' Easement for 84" main by agreement with owner.		Troy		Oakland
Water System Projects	WS-320 P-21	50' Easement for 84" main by agreement with owner.		Troy		Oakland
Water System Projects	WS-320 P-22	50' Easement for 84" main by agreement with owner. Plus encroachment #90-05.		Troy		Oakland
Water System Projects	WS-320 P-23	Purchase of land In 1972 from Mr. & Mrs. Peebles for 84" main. Plus encroachment #90-05 & 89-55.		Troy		Oakland
Water System Projects	WS-320 P-24	50' Easement for 84" main by agreement with owner. Plus encroachment #90-05.		Troy		Oakland

Water System Projects	WS·320 P-25	50' Easement for 84" main by agreement with owner.		Troy		Oakland
Water System Projects	WS-320 P-26	30' Easement for 84" main by agreement with owner.				Oakland
Water System Projects	WS-320 P-27	50' Easement for 84" main by agreement with owner.				Oakland
Water System Projects	WS-320 P-28A	50' Easement for 84" main by agreement with owner.		Troy		Oakland
Water System Projects	WS-320 P-28B	50' Easement for 84" main by agreement with owner.		Troy		Oakland
Water System Projects	WS-320 P-29	50' Easement for 84" main by agreement with owner.		Troy		Oakland
Water System Projects	WS-320 P-3	50' Easement for 84" main by agreement with owner.		Troy		Oakland
Water System Projects	WS-320 P-30	50' Easement for 84" main by agreement with owner.		Troy		Oakland
Water System Projects	WS-320 P-31	50' Easement for 84" main by condemnation, case #74-116-117, Oakland Circuit Court.		Troy		Oakland
Water System Projects	WS-320 P-32	50' Easement for 84" main by agreement with owner.		Troy		Oakland
Water System Projects	WS-320 P-33	40' Easement for 84" main by agreement with owner.		Troy		Oakland
Water System Projects	WS-320 P-34	40' Easement for 84" main by condemnation #74-116-117		Troy		Oakland
Water System Projects	WS-320 P-358	40' Easement for 84" main by agreement with owner.		Troy		Oakland
Water System Projects	WS-320 P-36 37	50' Easement for 84" main by agreement with owner. Also encroachments #88-22 & 87-75.		Troy		Oakland
Water System Projects	WS-320 P-38	50' Easement for 84" main by agreement with owner. Also encroachments #87-26 & 86-33.		Troy		Oakland
Water System Projects	WS-320 P-39	50' Easement for 84" main by agreement		Troy		Oakland

		with owner.				
Water System Projects	WS-320 P-4	50' Easement for 84" main by agreement with owner.		Troy		Oakland
Water System Projects	WS-320 P-40	30' and 50' Easement for 84" main by agreement with owner. Also encroachment #90-10.		Troy		Oakland
Water System Projects	WS-320 P-41	Irregular shaped Easement for 84" main by condemnation #74-116-117		Troy		Oakland
Water System Projects	WS-320 P-42	Triangular shaped easement for 84" main by agreement with owner.		Troy		Oakland
Water System Projects	WS-320 P-43	Triangular easement for 84" main by agreement with owner.		Troy		Oakland
Water System Projects	WS-320 P-44	50' Easement for 84" main by agreement with owner.		Troy		Oakland
Water System Projects	WS-320 P-45	50" Permanent Easement and 100' Construction Easement for 84" wide Waterman		Troy	48084	Oakland
Water System Projects	WS-320 P-46	50' Easement for 84" main by agreement with owner. Also encroachment #89-36.		Troy		Oakland
Water System Projects	WS-320 P-47	50' Easement for 84" main by agreement with owner.		Troy		Oakland
Water System Projects	WS-320 F-48A	50' Easement for 84" main by agreement with owner.		Troy		Oakland
Water System Projects	WS-320 P-486	50' Easement for 84" main by agreement with owner.		Troy		Oakland
Water System Projects	WS-320 P-49	50' Easement for 84" main by agreement with owner.		Troy		Oakland
Water System Projects	WS-320 P-5	50' Easement for 84" main by agreement with owner.		Troy		Oakland
Water System Projects	WS-320 P-50	50' Easement for 84" main by agreement with owner.		Troy		Oakland

Water System Projects	WS-320 P-51	50' Easement for 84" main by agreement with owner. Also encroachment #90-21.		Troy		Oakland
Water System Projects	WS-320 P-5.2	50' Easement for 84" main by agreement with owner. Also encroachments #91-16 & 94-35.		Troy		Oakland
Water System Projects	WS-320 P-53	50' Easement for 84" main by agreement with owner.		Troy	48084	Oakland
Water System Projects	WS-320 P-6	50' Easement for 84" main by agreement with owner.		Troy		Oakland
Water System Projects	WS-320 P-7	23' Easement for 84" main by agreement with owner.		Troy		Oakland
Water System Projects	VVS-320 P-8	50' Easement for 84" main by agreement with owner.		Troy		Oakland
Water System Projects	WS-320 P-9A	50' Easement for 84" main by agreement with owner.		Troy		Oakland
Water System Projects	WS-320 P-98	50' Easement for 84" main by agreement with owner.		Troy		Oakland
Water System Projects	WS-321	General file 24" & 36" main on 24 Mile Road from Hayes to Foss.		Macomb Township		Macomb
Water System Projects	WS-321 P-1	27' Easement for 36" main by agreement with owner.		Macomb Township		Macomb
Water System Projects	WS-329 330 331	General file for 72" main from Adams Station to Franklin Station. Files contain planning info. and opposition to project. Nothing built under these contract numbers. See WS-561 ET. AL.				Oakland
Water System Projects	WS-332	Construction agreements with West Bloomfield, Commerce Twp., Farmington Hills, and Novi Twp for 42" & 48" main		Several		Oakland

Water System Projects	WS-360 P-2	30' & 50' Easement for 60" main by Consent Judgement in Circuit Court case # 93-306751-CC.	1500 Ridge Road, Canton, Ml 48188	Canton		Wayne
Water System Projects	WS-360 P-3B	Triangular shaped easement for 60" main by agreement with owner (Gill's). AKA Job# 91-18.		Canton		Wayne
Water System Projects	WS-360A	30' Easement for main by lawsuit settlement with owner (Gills). AKA Job# 91-10.		Charter Township of Superior		Washtenaw
Water System Projects	WS-360A P-9	30' Easement for main by lawsuit settlement with owner (Gills). AKA Job# 91-10.		Superior Twp.		Washtenaw
Water System Projects	WS-360B	General file for 60" main in Napier Road. Contain Construction Authorization Agreements Planning &		Canton & Superior Twp.		Wayne & Washtenaw
Water System Projects	WS·360C	General file for 60" & 42" main In Napier Ridge & Wayne/Washtenaw County Line. Contains Caa's with Cities. Planning & Parcel# Correspondence		Canton, Van Buren & Superior Twp.		Wayne & Washtenaw
Water System Projects	WS-360C P-1	30' Easement for 60" main by agreement with owner (Hauks) AKA Job# 89-2		Canton		Wayne
Water System Projects	WS·360C P-1A	30' Easement for 60" main by agreement with owner (Hauks) AKA Job# 91-13.		Canton		Wayne
Water System Projects	WS-360C P·6	30' Easement for 42" main in a 72" liner plate tunnel through and under Conrail property		Van Buren Twp.		Wayne
Water System Projects	WS-360C P-7	30' Easement for 60" & 42" mains by agreement with owner (Ford Motor). AKA Job # 89-8.		Charter Township of Superior		Washtenaw

Water System Projects	WS-360C P-8	30' Easement for 60" & 42" mains by agreement with owner (Ford Motor). AKA Job# 89-9.		Charter Township of Superior		Washtenaw
Water System Projects	WS-360C P·9	30' Easement for 60" main by lawsuit settlement with owner (Gills). AKA Job #89-10		Charter Township of Superior		Washtenaw
Water System Projects	WS-380	General file for 42" and 30" mains. The 42" In Walton Blvd from Squirrel Road to Giddings Road. The 30" in Giddings Road from Walton Blvd to Brown. Contains Pontiac Twp Construction. Authorization Agreement. Planning, Legals, Drawings & Correspondence.		Pontiac		Oakland
Water System Projects	WS-380 P-1	33' Easement for 30" main by agreement with owner (Wilson).		Pontiac		Oakland
Water System Projects	WS-380 P-10	Permanent thirty inch (30') water transmission Line easement for the construction, operation, and repair		Pontiac		Oakland
Water System Projects	WS-380 P-11	33' Easement for 30" main by agreement with owner.		Pontiac		Oakland
Water Treatment Plant		Water Works Park	10340 E. Jefferson	Detroit	48214	Wayne
Water Treatment Plant		Water Works Park	9962 E. Jefferson	Detroit	48214	Wayne
Water Treatment Plants	STA 001	Waterworks Park· Water Treatment Plant.	10100 E. Jefferson	Detroit	48214	Wayne
Water Treatment Plants	STA002	Springwells -Water Treatment Plant.	8300 W. Warren	Dearborn	48126	Wayne
Water Treatment Plants	STA 003	Northeast Water Treatment Plant.	11000 E. Eight Mile	Detroit	48228	Wayne
Water Treatment Plants	STA 004	Southwest Water Treatment Plant.	14700 Moran	Allen Park	48101	Wayne
Water Treatment Plants	STA 005	Port Huron Water Treatment Plant.	3993 Metcalf Rd.	North Street	48049	St. Clair

Water System Projects	WS-380 P-12	Permanent easement for the construction, operation, and repair of a thirty inch (30') inside diameter water transmission Line		Pontiac		Oakland
Water System Projects	WS-380 P-13	Permanent easement for the construction, operation, and repair of a thirty inch (30') Inside diameter water transmission Line		Pontiac		Oakland
Water System Projects	WS-380 P-14	33' Easement for 30" main by agreement with owner.		Pontiac		Oakland
Water System Projects	WS-380 P-15	Permanent easement for the construction, operation, and repair of a thirty inch (30') Inside diameter water transmission Line		Pontiac		Oakland
Water System Projects	WS-380 P-16	33' Easement for 30" main by agreement with owner.		Pontiac		Oakland
Water System Projects	WS-380 P-2	Permanent thirty Inch (30') water transmission Line easement for the construction, operation, and repair		Pontiac		Oakland
Water System Projects	WS-380 P-3	33' Easement for 30" main by agreement with owner (Wilson).		Pontiac	48055	Oakland
Water System Projects	WS-380 P-4	33' Easement for 30" main by agreement with owner.		Pontiac		Oakland
Water System Projects	WS-380 P·5	33' Easement for 30" main by agreement with owner (Wilson).		Pontiac		Oakland
Water System Projects	WS-380 P-6	33' Easement for 30" main by agreement with owner (Wilson).		Pontiac		Oakland
Water System Projects	WS-380 P-7	33' Easement for 30" main by agreement with owner.		Pontiac		Oakland
Water System Projects	WS-380 P-8	33' Easement for 30" main by agreement with owner.		Pontiac		Oakland
Water System Projects	WS-380 P-9	33' Easement for 30" main by agreement with owner.		Pontiac		Oakland

Water System Projects	WS-536	24" main In Gibraltar Road in Brownstown Twp. and Flat Rock. Also Mazda Meter Pit Easement. Refer to Job #s 85-5 and 86-20.		Flat Rock & Brownstown Twp.		Wayne
Water System Projects	WS-547	Meter Pit Rehabilitation Contract For Inspection and repair of Meter Pits in several counties and many municipalities.		Various		Various
Water System Projects	WS-552 553 554	General file for 36" main In 24 Mile Road, Gratiot Street and 26 Mile Road. Contains Planning, RR & Twp construction agreements and correspondence.		Chesterfield, New Haven and Lenox.		Macomb
Water System Projects	WS-552 P-1	27' Easement for 36" main by agreement with owner. AKA Job #87-82		Chesterfield Township		Macomb
Water System Projects	WS-552 P-10	27' Easement for 36" main by agreement with owner. AKA Job #87-91		Chesterfield Township		Macomb
Water System Projects	WS-552 P-11	27' Easement for 36" main by agreement with owner. AKA Job #87-92		Chesterfield Township		Macomb
Water System Projects	WS-552 P-12	27' Easement for 36" main by agreement with owner. AKA Job #87-93		Chesterfield Township		Macomb
Water System Projects	WS-552 P-13	27' Easement for 36" main by agreement with owner. AKA Job #87-94		Chesterfield Township		Macomb
Water System Projects	WS-552 P-14	27' Easement for 36" main by condemnation # 88-795-CC. AKA Job #87-95		Chesterfield Township		Macomb
Water System Projects	WS-552 P-15	27' Easement for 36" main by condemnation # 88-795-CC. AKA Job #87-96		Chesterfield Township		Macomb

Water System Projects	WS-552 P-16	27' Easement for 36" main by condemnation # 88-795-CC. AKA Job #87-97		Chesterfield Township		Macomb
Water System Projects	WS-552 P-17	27' Easement for 36" main by agreement with owner. AKA Job #87-98		Chesterfield Township		Macomb
Water System Projects	WS-552 P-18	27' Easement for 36" main by condemnation # 88-796-C9. AKA Job #87-99		Chesterfield Township		Macomb
Water System Projects	WS-552 P-2	27' Easement for 36" main by agreement with owner. AKA Job #87-83		Chesterfield Township		Macomb
Water System Projects	WS-552 P-3	27' Easement for 36" main by agreement with owner. AKA Job #87-84		Chesterfield Township		Macomb
Water System Projects	WS-552 P-4	27' Easement for 36" main by agreement with owner. AKA Job #87-85		Chesterfield Township		Macomb
Water System Projects	WS-552 P-5	27' Easement for 36" main by agreement with owner. AKA Job #87-86		Chesterfield Township		Macomb
Water System Projects	WS-552 P-6	27' Easement for 36" main by agreement with owner. AKA Job #87-87		Chesterfield Township		Macomb
Water System Projects	WS-552 P-7	27' Easement for 36" main by agreement with owner. AKA Job #87-88		Chesterfield Township		Macomb
Water System Projects	WS-552 P-8	27' Easement for 36" main by agreement with owner. AKA Job #87-89		Chesterfield Township		Macomb
Water System Projects	WS-552 P-9	27' Easement for 36" main by agreement with owner. AKA Job #87-90		Chesterfield Township		Macomb
Water System Projects	WS-553 P-1	27' Easement for 36" main by condemnation # 88-796-C9. AKA Job #87-100		New Haven		Macomb
Water System Projects	WS-553 P-2	20' Easement for 36" main by agreement with owner. AKA Job #87-101		New Haven		Macomb

Water System Projects	WS-553 P-3	20' Easement for 36" main by agreement with owner. AKA Job#87·102		New Haven		Macomb
Water System Projects	WS-553 P-4	27' Easement for 36" main by agreement with owner. AKA Job #87-103		New Haven		Macomb
Water System Projects	WS-553 P-5	27' Easement for 36" main by condemnation # 88-796-CC. AKA		New Haven		Macomb
Water System Projects	WS-553 P-6	27' Easement for 36" main by agreement with owner. AKA Job #87-105		New Haven		Macomb
Water System Projects	WS-553 P-7	27' Easement for 36" main by agreement with owner. AKA Job #87-106		New Haven		Macomb
Water System Projects	WS-554 P-1	27' Easement for 36" main by agreement with owner. AKA Job #87-107		New Haven		Macomb
Water System Projects	WS-554 P-10	60' Easement for 36" main from owner to Macomb County who assigned a nonexclusive Interest In easement to DWSD.		Lenox Twp.		Macomb
Water System Projects	WS-554 P-11	6O' Easement for 36" main from owner to Macomb County who assigned a nonexclusive Interest In easement to DWSD.		Lenox Twp.		Macomb
Water System Projects	WS-554 P-12	60' Easement for 36" main from owner to Macomb County who assigned a nonexclusive Interest In easement to DWSD.		Lenox Twp.		Macomb
Water System Projects	WS-554 P-13	60' Easement for 36" main from owner to Macomb County who assigned a nonexclusive interest in easement to DWSD.		Lenox Twp.		Macomb

Water System Projects	WS-554 P-14	60' Easement for 36" main from owner to Macomb County who assigned a nonexclusive interest in easement to DWSD.		Lenox Twp.		Macomb
Water System Projects	WS-554 P-15	60' Easement for 36" main from owner to Macomb County who assigned a nonexclusive Interest in easement to DWSD.		Lenox Twp.		Macomb
Water System Projects	WS-554 P-16	60' Easement for 36" main from owner to Macomb County who assigned a nonexclusive Interest In easement to DWSD.		Lenox Twp.		Macomb
Water System Projects	WS-554 P-17	80' Easement for 36" main from owner to Macomb County who assigned a nonexclusive interest In easement to DWSD.		Lenox Twp.		Macomb
Water System Projects	WS-554 P-18	80' & 60' Easement for 36" main from owner to Macomb County who assigned a nonexclusive interest in easement to DWSD.		Lenox Twp.		Macomb
Water System Projects	WS-554 P-19	60' Easement for 36" main from owner to Macomb County who assigned a nonexclusive Interest in easement to DWSD.		Lenox Twp.		Macomb
Water System Projects	WS-554 P-2	27' Easement for 36" main by agreement with owner. AKA Job #87-108		New Haven		Macomb
Water System Projects	WS-554 P-20	60' Easement for 36" main from owner to Macomb County who assigned a nonexclusive interest in easement to DWSD.		Lenox Twp.		Macomb

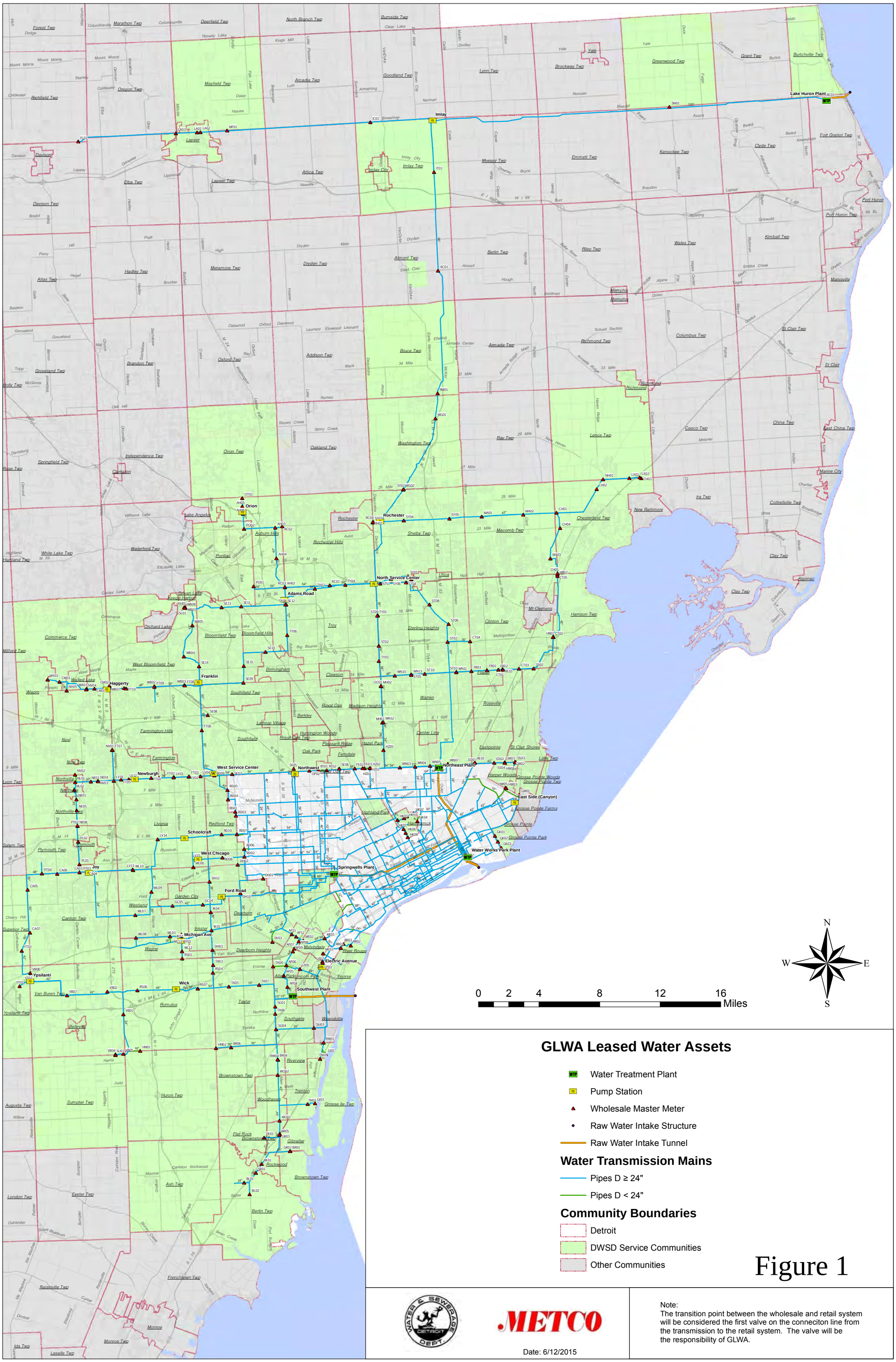
Water System Projects	WS-554 P-21	60' Easement for 36" main from owner to Macomb County who assigned nonexclusive interest in easement to DWSD.		Lenox Twp.		Macomb
Water System Projects	WS-554 P-22	60' Easement for 36" main from owner to Macomb County who assigned nonexclusive interest in easement to DWSD. Also see Job #88-09 (addendum to easements).		Lenox Twp.		Macomb
Water System Projects	WS-554 P-3	27' Easement for 36" main by agreement with owner. AKA Job #87-109		New Haven		Macomb
Water System Projects	WS-554 P-4	27' Easement for 36" main by agreement with owner. AKA Job #87-110		New Haven		Macomb
Water System Projects	WS-554 P-5	27' Easement for 36" main by agreement with owner. AKA Job #87-111		New Haven		Macomb
Water System Projects	WS-554 P-8	27' Easement for 36" main by agreement with owner. AKA Job #87-112		New Haven		Macomb
Water System Projects	WS-554 P-7	27' Easement for 36" main by agreement with owner. AKA Job #87-113		New Haven		Macomb
Water System Projects	WS-554 P-8	27' Easement for 36" main by condemnation I 88-797-00. AKA Job #87-114		New Haven		Macomb
Water System Projects	WS-554 P-9	27' Easement for 36" main by agreement with owner. AKA Job #87-115		Lenox Twp.		Macomb
Water System Projects	WS-561	General file for 72" main, contains planning, route map, construction authorization agreements, memos and correspondence.		Bloomfield Hills & Birmingham		Oakland
Water System Projects	WS-562	General file for 72" main. Contains planning, CM's.		Birmingham & Bloomfield Twp.		Oakland

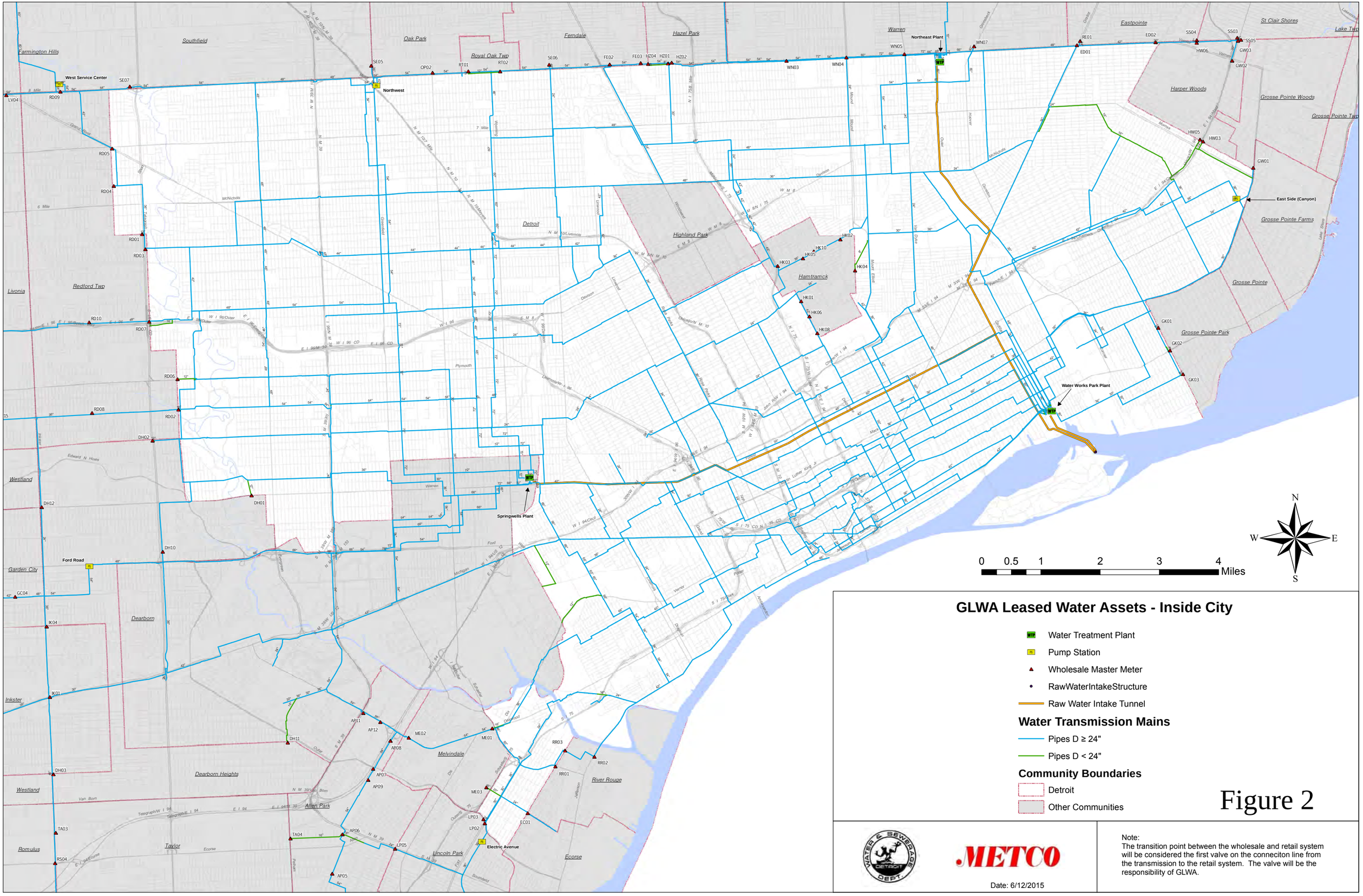
		memos and correspondence.				
Water System Projects	WS-563	General file for 72" main, contains planning, CM's, memos, and correspondence.		Bloomfield Hills, Bingham Farms,& Franklin		Oakland
Water System Projects	WS-563 P-1	Pinehurst Condominium Tree Survey. Should not have been made a parcel #. No record of tree removal or payment AKA Job #89-58		Bingham Farms		Oakland
Water System Projects	WS-563 P-2	Construction Authorization Agreement		Southfield		Oakland
Water System Projects	WS-563 P-3	27' Easement for 36" main by agreement with owner. AKA Job #90-31.		Bingham Farms	48010	Oakland
Water System Projects	WS-564	General file for 36" main In 24 Mile Road. No other Info in file.		Shelby Township		Macomb
Water System Projects	WS-593	General file for 72" main In Goddard Road. Contains letter of authorization by Allen Park for DWSD to construct.		Allen Park		Wayne
Water System Projects	WS-604 605 606	General file for 42" main along I-94 and Fairchild from Metroparkway (16-Mile) to 24 Mlle. Currently on hold. Also known as CS-1165 and Job #93-17.				Macomb
Water System Projects	WS-605 P-1	30' Easement for 42" main withdrawn in favor of new route (still undecided as of 4-11-00).		Macomb Township		Macomb
Water System Projects	WS-605 P-10	30' Easement for 42" main withdrawn in favor of new route (still undecided as of 4-11-00).		Macomb Township		Macomb
Water System Projects	WS-605 P-2	30' Easement for 42" main withdrawn In favor of new route (still undecided as of		Macomb Township		Macomb

		4-11-00).				
Water System Projects	IWS-605 P-3	30' Easement for 42" main withdrawn in favor of new route (still undecided as of 4-11-00).		Macomb Township		Macomb
Water System Projects	WS-605 P-4	30' Easement for 42" main withdrawn in favor of new route (still undecided as of 4-11-00).		Macomb Township		Macomb
Water System Projects	WS-605 P-5	30' Easement for 42" main withdrawn In favor of new route (still undecided as of 4-11-00).		Macomb Township		Macomb
Water System Projects	WS-605 P-6	30' Easement for 42" main withdrawn In favor of new route (still undecided as of 4-11-00).		Macomb Township		Macomb
Water System Projects	WS-605 P-7	30' Easement for 42" main withdrawn In favor of new route (still undecided as of 4-11-00).		Macomb Township		Macomb
Water System Projects	WS-605 P-8	Triangular easement for 42" main withdrawn in favor of new route (still undecided as of 4-11-00)		Macomb Township		Macomb
Water System Projects	WS-605 P-9	30' Easement for 42" main withdrawn in favor of new route (still undecided as of 4-11-00).		Macomb Township		Macomb
Water System Projects	WS-606 P-1	30' Easement for 42" main withdrawn in favor of new route (still undecided as of 4-11-00).		Harrison Township		Macomb
Water System Projects	WS-606 P-2	Existing 30' easement under PE-45 (sewer} to Include 42" watermain presently on hold (DWSD paid $2,000 on 12-15-97).		Harrison Township		Macomb
Water System Projects	WS-606 P-3	Triangular easement for 42" main presently on hold as of 4-11-00).		Harrison Township		Macomb

Water System Projects	WS-606 P-4	30' Easement for 42" main presently on hold as of 4-11-00.		Harrison Township		Macomb
Water System Projects	WS-006 P-5	30' Easement for 42" main presently on hold as of 4-11-00.		Harrison Township		Macomb
Water System Projects	WS-006 P-6	30' Easement for 42" main presently on hold as of 4-11-00.		Harrison Township		Macomb
Water System Projects	WS-606 P-7	Triangular easement for 42" main presently on hold as of 4-11-00		Harrison Township		Macomb
Water System Projects	WS-61B P-1	45 Foot Easement for a 54 Inch water main.	20945 Link Road.	Southfield	48034	Oakland
Leases	LA 87-22	Lease w/Province of Ontario, as Lessor, dated 7/23/1968, as amended	Township of Sandwich			Ontario, Canada
Water System Intake		Belle Isle Intake	Belle Isle	Detroit	48207	Wayne

[Figures 1 and 2 to be inserted here]


Lake Huron Plant
Imlay
Lapeer
Davison
Orion
Rochester
North Service Center
Adams Road
Franklin
Haggerty
West Service Center
Northwest
Northeast Plant
Newburgh
Schoolcraft
West Chicago
Joy
Springwells Plant
Ford Road
Michigan Ave.
Wick
Ypsilanti
Southwest Plant
Water Works Park Plant
East Side (Canyon)
Electric Avenue
0 2 4 8 12 16 Miles
N
S
E
W
GLWA Leased Water Assets
Water Treatment Plant
Pump Station
Wholesale Master Meter
Raw Water Intake Structure
Raw Water Intake Tunnel
Water Transmission Mains
Pipes D ≥ 24"
Pipes D < 24"
Community Boundaries
Detroit
DWSD Service Communities
Other Communities
Figure 1
METCO
Date: 6/12/2015
Note:
The transition point between the wholesale and retail system will be considered the first valve on the conneciton line from the transmission to the retail system. The valve will be the responsibility of GLWA.


Farmington Hills
Southfield
Oak Park
Royal Oak Twp
Ferndale
Hazel Park
Warren
Eastpointe
St Clair Shores
Lake Twp
Harper Woods
Grosse Pointe Woods
Grosse Pointe Twp
Grosse Pointe Farms
Grosse Pointe
Grosse Pointe Park
Detroit
Highland Park
Hamtramck
Livonia
Redford Twp
Westland
Garden City
Dearborn
Inkster
Dearborn Heights
Melvindale
Allen Park
River Rouge
Romulus
Taylor
Lincoln Park
Ecorse
West Service Center
Northwest
Northeast Plant
Springwells Plant
Ford Road
Electric Avenue
Water Works Park Plant
East Side (Canyon)
0 0.5 1 2 3 4 Miles
N
S
E
W
GLWA Leased Water Assets - Inside City
Water Treatment Plant
Pump Station
Wholesale Master Meter
RawWaterIntakeStructure
Raw Water Intake Tunnel
Water Transmission Mains
Pipes D ≥ 24"
Pipes D < 24"
Community Boundaries
Detroit
Other Communities
Figure 2
METCO
Date: 6/12/2015
Note:
The transition point between the wholesale and retail system will be considered the first valve on the conneciton line from the transmission to the retail system. The valve will be the responsibility of GLWA.

Personal Property: The Personal Property shall include without limitation the following described property.

WATER Equipment List						
Equipment #	**Year**	**Make or Type**	**Model**	**Class**	**Class Type**	**Location Assigned**
N/A	N/A	WILTON	7020	BAND SAW	HORIZONTAL	LAKE HURON
N/A	N/A	KWIKOOL	KP012-43	COOLING SYSTEM/139K BTU	PORTABLE	LAKE HURON
GE01948	N/A	TAYLOR DUNN	R-380	GOLF CART	UTILITY	LAKE HURON
GE91946	1991	TAYLOR DUNN	R-380	GOLF CART	UTILITY	LAKE HURON
GE91947	N/A	TAYLOR DUNN	SS-534	GOLF CART	UTILITY	LAKE HURON
GE97946	N/A	TAYLOR DUNN	SS-534	GOLF CART	UTILITY	LAKE HURON
GE97947	1997	TAYLOR DUNN	SS-534	GOLF CART	UTILITY	LAKE HURON
GE01946	2001	TAYLOR DUNN	SS-534	GOLF CART	UTILITY	LAKE HURON
N/A	N/A	TAYLOR DUNN	R-380	GOLF CART	UTILITY	LAKE HURON
N/A	N/A	TAYLOR DUNN	R-380	GOLF CART	UTILITY	LAKE HURON
GE01949	2001	TAYLOR DUNN	SS-534	GOLF CART	UTILITY	LAKE HURON
#13	N/A	TAYLOR DUNN	SS-534	GOLF CART	UTILITY	LAKE HURON
CE93710	N/A	SIMON	32-21	1-MAN LIFT	500 LBS	LAKE HURON
N/A	N/A	DEUTZ	43919	4" PUMP	DEWATERING	LAKE HURON
N/A	N/A	LINCOLN	DC250MK	ARC WELDER	PORTABLE	LAKE HURON
N/A	N/A	KAWASAKI	KAF620A	ATV	TRANSPORT	LAKE HURON
GE10985	N/A	TORO	38582	BLOWER	SNOW	LAKE HURON
GE01947	N/A	TAYLOR DUNN	R-380	GOLF CART	UTILITY	LAKE HURON
GE97945	1997	TAYLOR DUNN	N/A	GOLF CART	UTILITY	LAKE HURON
N/A	N/A	TAYLOR DUNN	R-380	GOLF CART	UTILITY	LAKE HURON
N/A	N/A	TAYLOR DUNN	R380-36	GOLF CART	UTILITY	LAKE HURON
N/A	2007	TAYLOR DUNN	R380	GOLF CART	UTILITY	LAKE HURON
N/A	N/A	MILLER	MATTIE 250	MIG WELDER	PORTABLE	LAKE HURON
N/A	N/A	DAYTON	3W094B	PALLET JACK	HYDRAULIC	LAKE HURON
N/A	N/A	RIDGID	535	PIPE THREADER		LAKE HURON
N/A	N/A	LANDA	26215421	POWER WASHER	GAS	LAKE HURON
N/A	N/A	LANDA	UHP3-70021D	PRESSURE WASHER	STATIONARY	LAKE HURON
N/A	2004	SKYJACK	3226	SCISSOR LIFT		LAKE HURON
N/A	N/A	FORD	250C	TRACTOR	FRONT END LOADER	LAKE HURON
N/A	N/A	MILLER	BOBCAT 225NT	WELDER /GENERATOR	PORTABLE	LAKE HURON
942217	1994	MITSUBISHI	FG40K	FORKLIFT	PROPANE	NEWTP
CE07055	N/A	BRIGGS	30242	GENERATOR	GAS	NEWTP
GE07845	N/A	JOHN DEERE	N/A	MOWER	GAS	NEWTP
GE09974	N/A	JOHN DEERE	N/A	MOWER	GAS	NEWTP
N/A	N/A	SELF CHANGE	160	TIRE CHANGER	AIR	NEWTP

CE89179	1989	CASE	N/A	TRACTOR	N/A	NEWTP
96342	N/A	STIHL	FS-90R	TRIMMER	CORD	NEWTP
GE07882	N/A	STIHL	FS-90R	TRIMMER	CORD	NEWTP
GE12877	N/A	STIHL	FS-90R	TRIMMER	GAS	NEWTP
N/A	N/A	STIHL	FS-90R	TRIMMER	CORD	NEWTP
N/A	N/A	STIHL	FS-90R	TRIMMER	CORD	NEWTP
N/A	N/A	STIHL	FS-90R	TRIMMER	CORD	NEWTP
N/A	N/A	STIHL	FS-90R	TRIMMER	GAS	NEWTP
CE94705	1994	N/A	N/A	WELDER	GAS	NEWTP
N/A	N/A	LINCOLN	DC250MK	ARK WELDER	PORTABLE	LAKE HURON
GE10985	N/A	TORO	38582	BLOWER	SNOW	LAKE HURON
N/A	N/A	KWIKOOL	KP012-43	COOLING SYSTEM	PORTABLE	LAKE HURON
GE01946	2001	TAYLOR DUNN	SS-534	GOLF CART	TRANSPORT	LAKE HURON
GE91947	N/A	TAYLOR DUNN	SS-534	GOLF CART	TRANSPORT	LAKE HURON
GE01947	2001	TAYLOR DUNN	R-380	GOLF CART	TRANSPORT	LAKE HURON
GE01948	2001	TAYLOR DUNN	R-380	GOLF CART	TRANSPORT	LAKE HURON
N/A	N/A	TAYLOR DUNN	R-380	GOLF CART	TRANSPORT	LAKE HURON
N/A	2007	TAYLOR DUNN	R380	GOLF CART	TRANSPORT	LAKE HURON
N/A	N/A	TAYLOR DUNN	SS-534	GOLF CART	TRANSPORT	LAKE HURON
N/A	N/A	MILLER	MATTIE 250	MIG WELDER	PORTABLE	LAKE HURON
N/A	N/A	KAWASAKI	KAF620A	ATV	TRANSPORT	LAKE HURON
GE97946	N/A	TAYLOR DUNN	SS-534	GOLF CART	TRANSPORT	LAKE HURON
GE97947	1997	TAYLOR DUNN	SS-534	GOLF CART	TRANSPORT	LAKE HURON
N/A	N/A	TAYLOR DUNN	R380-36	GOLF CART	TRANSPORT	LAKE HURON
N/A	N/A	TAYLOR DUNN	R-380	GOLF CART	TRANSPORT	LAKE HURON
GE91946	1991	TAYLOR DUNN	R-380	GOLF CART	TRANSPORT	LAKE HURON
GE97945	1997	TAYLOR DUNN	N/A	GOLF CART	TRANSPORT	LAKE HURON
N/A	N/A	TAYLOR DUNN	R-380	GOLF CART	TRANSPORT	LAKE HURON
GE01949	2001	TAYLOR DUNN	SS-534	GOLF CART	TRANSPORT	LAKE HURON
CE93710	1993	SIMON	32-21	MAN LIFT	1-MAN	LAKE HURON
N/A	N/A	DAYTON	3W094B	PALLET JACK	OAEJAKE HURONLL	LAKE HURON
N/A	N/A	RIDGID	535	PIPE THREADER	PORTABLE	LAKE HURON
N/A	N/A	LANDA	26215421	POWER WASHER		LAKE HURON
N/A	N/A	LANDA	UHP3-70021D	PRESSURE WASHER	PORTABLE	LAKE HURON
N/A	N/A	DEUTZ	43919	PUMP	4"	LAKE HURON
N/A	N/A	WILTON	7020	SAW	BAND	LAKE HURON
N/A	2004	SKYJACK	3226	SCISSOR LIFT	N/A	LAKE HURON
CE01179	2001	JCB	ROBOT 170	SKID STEER	LOADER	LAKE HURON
N/A	N/A	FORD	250C	TRACTOR	LOADER	LAKE HURON
N/A	N/A	MILLER	BOBCAT 225NT	WELDER GENERATOR	PORTABLE	LAKE HURON
GE05980	2005	TORO	N/A	THROWER	SNOW	NORTHEAST

GE96980	1996	YARD MAN	N/A	THROWER	SNOW	NORTHEAST
GE12768	2012	HUSTLER	N/A	MOWER	RIDING	NORTHEAST
GE10771	2010	METRO/EXMARK	N/A	MOWER	SELF PROPELLED	NORTHEAST
N/A	N/A	BOSS	N/A	PLOW	SNOW	NORTHEAST
GE06984	2006	HONDA	N/A	THROWER	SNOW	NORTHEAST
N/A	N/A	WESTWARD	N/A	TOOL CABINET	TOOL	NORTHEAST
GE08824	2008	SILVER	N/A	TRAILER	UTILITY	NORTHEAST
N/A	N/A	STIHL	N/A	TRIMMER	HEDGE	NORTHEAST
N/A	N/A	STIHL	N/A	SAW	CHAIN	SOUTHWEST
GE10941	2010	STIHL	MS391	SAW	CHAIN	SOUTHWEST
GE10989	2010	SNAPPER	N/A	THROWER	SNOW	SOUTHWEST
N/A	N/A	HUSQVARNA	N/A	TRIMMER	HEDGE	SOUTHWEST
N/A	N/A	SPEEDAIRE	N/A	AIR TANK	PORTABLE	SOUTHWEST
GE49298	N/A	DAYTON	N/A	BATTERY CHARGER	45455	SOUTHWEST
N/A	N/A	WESTWARD	N/A	BATTERY CHARGER	45455	SOUTHWEST
GE00805	N/A	STIHL	N/A	BLOWER	BACKPACK	SOUTHWEST
N/A	N/A	STIHL	N/A	BLOWER	BACKPACK	SOUTHWEST
GE11755	2011	HUSTLER	N/A	MOWER	RIDING	SOUTHWEST
GE12760	2012	HUSTLER	N/A	MOWER	RIDING	SOUTHWEST
GE99843	1999	STIHL	MS036	SAW	CHAIN	SOUTHWEST
GE00843	2000	STIHL	HS45	SAW	CHAIN	SOUTHWEST
N/A	N/A	HONDA	N/A	THROWER	SNOW	SOUTHWEST
N/A	N/A	VIDMAR	N/A	TOOL CABINET	TOOL	SOUTHWEST
N/A	N/A	ECHO	N/A	TRIMMER	CORD	SOUTHWEST
GE13381	2013	HUSQVARNA	N/A	TRIMMER	CORD	SOUTHWEST
N/A	N/A	STIHL	N/A	TRIMMER	HEDGEE	SOUTHWEST
N/A	N/A	STIHL	N/A	TRIMMER	CORD	SOUTHWEST
N/A	N/A	STIHL	N/A	TRIMMER	HEDGE	SOUTHWEST
GE10942	2010	STIHL	MS539	SAW	CHAIN	WATERWORKS
GE06980	2006	HONDA	N/A	THROWER	SNOW	WATERWORKS
GE06983	2006	HONDA	N/A	THROWER	SNOW	WATERWORKS
GE12980	2012	SNAPPER	N/A	THROWER	SNOW	WATERWORKS
GE10986	2010	TORO	N/A	THROWER	SNOW	WATERWORKS
N/A	N/A	POULAN	N/A	TRIMMER	HEDGE	WATERWORKS
N/A	N/A	STIHL	N/A	TRIMMER	HEDGE	WATERWORKS
N/A	N/A	TANAKA	N/A	TRIMMER	HEDGE	WATERWORKS
N/A	N/A	DAYTON	N/A	BATTERY CHARGER	45455	WATERWORKS
N/A	N/A	DAYTON	N/A	BATTERY CHARGER	45455	WATERWORKS
N/A	N/A	ECHO	N/A	BLOWER	CORD	WATERWORKS
GE12998	2012	SNAPPER	N/A	BLOWER	BACKPACK	WATERWORKS
N/A	N/A	STIHL	N/A	BLOWER	BACKPACK	WATERWORKS

N/A	N/A	STIHL	N/A	BLOWER	BACKPACK	WATERWORKS
N/A	N/A	LITTLE WONDER	N/A	EDGER	PUSH	WATERWORKS
CE92757	1992	DIXIE	N/A	MOWER	RIDING	WATERWORKS
GE12764	2012	HUSTLER	931154US	MOWER	RIDING	WATERWORKS
GE94757	1994	HUSTLER	924736	MOWER	RIDING	WATERWORKS
GE11757	2011	HUSTLER/DIESEL	928630-B	MOWER	RIDNG	WATERWORKS
GE07840	2007	METRO/EXMARK	M15KA322P	MOWER	WALK BEHIND	WATERWORKS
GE09789	2009	METRO/EXMARK	M15KA362	MOWER	WALK BEHIND	WATERWORKS
GE07841	2007	TORO	N/A	MOWER	PUSH	WATERWORKS
GE09770	2009	TORO	20067	MOWER	PUSH	WATERWORKS
N/A	N/A	BOSS	N/A	PLOW	SNOW	WATERWORKS
N/A	N/A	BOSS	N/A	PLOW	SNOW	WATERWORKS
N/A	N/A	BOSS	N/A	PLOW	SNOW	WATERWORKS
N/A	N/A	N/A	N/A	POWER WASHER	PORTABLE	WATERWORKS
604	N/A	LCG	N/A	TRACTOR	LOADER	WATERWORKS
N/A	N/A	SILVER	N/A	TRAILER	UTILITY	WATERWORKS
N/A	N/A	SILVER	N/A	TRAILER	UTILITY	WATERWORKS
GE13880	2013	HUSQVARNA	N/A	TRIMMER	CORD	WATERWORKS
N/A	N/A	HUSQVARNA	N/A	TRIMMER	CORD	WATERWORKS
N/A	N/A	STIHL	N/A	TRIMMER	CORD	WATERWORKS
N/A	N/A	STIHL	N/A	TRIMMER	CORD	WATERWORKS
GE10876	2010	STIHL	FS250	TRIMMER	CORD	WATERWORKS
GE10878	2010	STIHL	FS550	TRIMMER	CORD	WATERWORKS
GE13850	2013	STIHL	MS461	TRIMMER	CORD	WATERWORKS
GE10877	2010	STIHL	FS550	TRIMMER -	CORD	WATERWORKS
GE95810	1995	KAWASAKI	MULE2510	ATV	TRANSPORT	LHWTP
MH01001	2001	TOYOTA	5FBE18	FORKLIFT	ELECTRIC	LHWTP
GE99949	1999	CLUB CAR	CARRYALL VI	GOLF CART	UTILITY	LHWTP
CE01179	2001	JCB	ROBOT 170	SKID STEER	LOADER	LHWTP
GE99960	1999	JOHN DEERE	5310	TRACTOR	LOADER	LHWTP
GE96833	1996	SILVA	LAWNCARE	TRAILER	UTILITY	LHWTP
CE93710	1993	SIMON	32/21 EAGLE	LIFT	AERIAL	LHWTP
CE91432	1991	GORMAN RUPP	8052760	PUMP	TOWED	LHWTP
N/A	N/A	MILTON	N/A	BAND SAW	N/A	NEWTP
N/A	N/A	BUFFALO	22	DRILL PRESS	N/A	NEWTP
N/A	N/A	DAKE	907002	DRILL PRESS	N/A	NEWTP
N/A	N/A	DAYTON	6W281G	DRILL PRESS	N/A	NEWTP
N/A	N/A	TENNANT	5700	FLOOR SCRUBBER	N/A	NEWTP
N/A	N/A	TENNANT	5700	FLOOR SCRUBBER	N/A	NEWTP
N/A	N/A	MITSUBISHI	FG40R	FORKLIFT	N/A	NEWTP
CE05055	N/A	BALDOR	TS25	GENERATOR	N/A	NEWTP

N/A	N/A	GENI IND.		MANLIFT	N/A	NEWTP
N/A	N/A	JLG	20MVL	MANLIFT	N/A	NEWTP
N/A	N/A	JO BOX	682990R2	TOOL BOX	STORAGE	NEWTP
N/A	N/A	KNAACK	N/A	TOOL BOX	STORAGE	NEWTP
N/A	N/A	KNAACK	N/A	TOOL BOX	STORAGE	NEWTP
N/A	N/A	KNAACK	N/A	TOOL BOX	STORAGE	NEWTP
N/A	N/A	KNAACK	N/A	TOOLBOX	N/A	NEWTP
GE08822	2008	PJ	8512	TRAILER	UTILITY	NEWTP
CE09045	2009	CATERPILLAR	XQ 60	GENERATOR	TRAILER	SCC
N/A	N/A	DAYTON	1UG91C	SHOP VAC	N/A	SPWTP
CE10046	N/A	BALDOR	TS25	GENERATOR	N/A	SPWTP
N/A	N/A	SOUTHBEND	N/A	LATHE	N/A	SPWTP
N/A	N/A	PORT-A-COOL	2000	ROOM COOLER	N/A	SPWTP
N/A	N/A	KNAACK	N/A	TOOL BOX	STORAGE	SPWTP
N/A	N/A	KNAACK	N/A	TOOL BOX	STORAGE	SPWTP
N/A	N/A	KNAACK	N/A	TOOL BOX	STORAGE	SPWTP
N/A	N/A	HOBARY	2410	WELDER	ELECTRIC	SPWTP
N/A	N/A	GREENERD	N/A	ARBOR PRESS	N/A	SPWTP
N/A	N/A	DAKE	N/A	BAND SAW	N/A	SPWTP
N/A	N/A	N/A	N/A	CHOPSAW	N/A	SPWTP
N/A	N/A	ROCKWELL	20	DRILL PRESS	N/A	SPWTP
N/A	N/A	WT	N/A	DRILL PRESS	STATIONARY	SPWTP
N/A	N/A	AIR MONSTER	N/A	FAN	N/A	SPWTP
N/A	N/A	TENNANT	5700	FLOOR SCRUBBER	N/A	SPWTP
N/A	N/A	DAYTON	3WX44	GENERATOR	N/A	SPWTP
N/A	N/A	N/A	N/A	GRINDER	N/A	SPWTP
N/A	N/A	SWAGELOK	N/A	HOSE MACHINE	N/A	SPWTP
N/A	N/A	RIGID	1224	PIPE MACHINE	N/A	SPWTP
N/A	N/A	MI-T-M	N/A	POWER WASHER	PORTABLE	SPWTP
N/A	N/A	ENERPAC	N/A	PRESS	N/A	SPWTP
N/A	N/A	EVERPAC	N/A	PRESS	N/A	SPWTP
N/A	N/A	ECONOLINE	N/A	SAND BLASTER	N/A	SPWTP
N/A	N/A	DAYTON	N/A	SHOP VAC	N/A	SPWTP
N/A	N/A	BARNES	N/A	SUMP PUMP	N/A	SPWTP
N/A	N/A	JO BOX	682990RS	TOOL BOX	STORAGE	SPWTP
N/A	N/A	JO BOX	694990RO	TOOL BOX	STORAGE	SPWTP
N/A	N/A	N/A	1028	VACUUM	N/A	SPWTP
N/A	N/A	N/A	N/A	WELD CART	STATIONARY	SPWTP
N/A	N/A	DAYTON	4TR14A	WET/DRY VAC	N/A	SPWTP
N/A	N/A	DAYTON	4TR14A	WET/DRY VAC	N/A	SPWTP
N/A	N/A	DAYTON	3UP77A	WET/DRY VAC	N/A	SPWTP

N/A	N/A	DAYTON	4TB85A	WET/DRY VAC	N/A	SPWTP
MH08001	2008	TOYOTA	7FGCU25	FORKLIFT	PROPANE	SPWTP
GE81755	1981	KUT KWICK	SSM 23-72	MOWER	RIDING	SPWTP
N/A	N/A	N/A	N/A	BENCH VISE	N/A	SWWTP
N/A	N/A	JUSTRITE	N/A	CABINET	STORAGE	SWWTP
N/A	N/A	MILWAUKEE	N/A	CHOPSAW	GAS	SWWTP
N/A	N/A	JET	N/A	DRILL PRESS	N/A	SWWTP
N/A	N/A	TENNANT	5700	FLOOR SCRUBBER	N/A	SWWTP
N/A	N/A	TENNANT	5700	FLOOR SCRUBBER	N/A	SWWTP
N/A	N/A	DAYTON	3500	GENERATOR	N/A	SWWTP
CE09046	2009	DENYO	MQ 85	GENERATOR	TRAILER	SWWTP
CE09047	2009	DENYO	MQ 10	GENERATOR	TRAILER	SWWTP
N/A	N/A	DAYTON	N/A	GRINDER	6"	SWWTP
CE8157	1981	GENIE	Z34/22	LIFT	AERIAL	SWWTP
N/A	N/A	JLG	N/A	MANLIFT	N/A	SWWTP
N/A	N/A	JLG	N/A	MANLIFT	N/A	SWWTP
GE11755	2011	HUSTLER	928630-B	MOWER	RIDING	SWWTP
GE12760	2012	HUSTLER	931154US	MOWER	RIDING	SWWTP
GE95756	1995	HUSTLER	4500	MOWER	RIDING	SWWTP
N/A	N/A	JO BOX	N/A	TOOL BOX	STORAGE	SWWTP
N/A	N/A	JO BOX	681990	TOOL BOX	STORAGE	SWWTP
N/A	N/A	JO BOX	6833	TOOL BOX	STORAGE	SWWTP
N/A	N/A	PROTO	N/A	TOOL BOX	STORAGE	SWWTP
GE14820	2014	FELLING	FT-14-IT-D	TRAILER	CONSTRUCTION	SWWTP
GE96820	1996	SILVA	LAWNCARE	TRAILER	UTILITY	SWWTP
N/A	N/A	DAYTON	47506	WELDING CART	STATIONARY	SWWTP
GE97755	1997	HUSTLER	ZERO TURN	MOWER	RIDING	WWP
GE98762	1998	HUSTLER	ZERO TURN	MOWER	RIDING	WWP
CE87217	1987	SULLAIR	07978A-27-TY	COMPRESSOR	AIR	WWPTP
GE08757	2008	DIXIE CHOPPER	XT3300-60	MOWER	RIDING	WWPWTP
GE92757	1992	DIXIE CHOPPER	XW2000	MOWER	RIDING	WWPWTP
GE96831	1996	SILVA	LAWNCARE	TRAILER	UTILITY	WWPWTP
N/A	N/A	MICH PNEUMATIC	2021	AIRSPADE	N/A	CENTRAL
CE11013	N/A	ALLMAND	AB2220	ARROW BOARD	TOWED	CENTRAL
CE10221	2010	BOSS	D-185	COMPRESSOR	TOWED	CENTRAL
N/A	N/A	MICH PNEUMATIC	THOR	JACK HAMMER	1 1/4"	CENTRAL
CE05370	N/A	GORMAN RUPP	82EGX240	PUMP	2"	CENTRAL
CE2371	N/A	GORMAN RUPP	185432	PUMP	2"	CENTRAL
CE13376	N/A	HONDA	N/A	PUMP	2"	CENTRAL
CE13377	N/A	HONDA	WA-15	PUMP	1"	CENTRAL
CE13386	N/A	HONDA	WT-20X	PUMP	2"	CENTRAL

CE13393	N/A	HONDA	WT20X	PUMP	2"	CENTRAL
253	N/A	HOMELITE	111B-1B	BLOWER	UTILITY	CSF
CE99704	N/A	HOMELITE	111B-1B	BLOWER	UTILITY	CSF
GE03945	2003	CLUB CAR	CARRYALL1	GOLF CART	UTILITY	CSF
96856	1996	JLG LIFT	45HA	LIFT	ARTICULATING	CSF
CE09978	N/A	STIHL	N/A	TRIMMER	CORD	CSF
N/A	N/A	YAMAHA	N/A	N/A	N/A	CSF
N/A	N/A	DAYTON	2E510	HEATER	KEROSENE	CSF
P82	N/A	GORDON RUPP	P82	PUMP	1"	CSF
GE9775	N/A	HUSTLER	924738	MOWER	RIDING	CSF
GE98762	N/A	HUSTLER	924738	MOWER	RIDING	CSF
CE14670	2014	ALLMAND	NIGHT-LIGHT PRO-V-SER	PLANT	LIGHTING	CSF
GE89810	1989	YAMAHA	WARRIOR	ATV	TRANSPORT	CSF
GE12945	2012	CARRYALL	GE12945	GOLF CART	UTILITY	CSF
N/A	N/A	CRAFTSMAN	N/A	POWER WASHER		CSF
N/A	N/A	HONDA	WT20X	PUMP	2"	CSF
N/A	N/A	HONDA	WT20X	PUMP	2"	CSF
N/A	N/A	HONDA	WT20X	PUMP	2"	CSF
N/A	N/A	HONDA	WT20X	PUMP	2"	CSF
N/A	N/A	HONDA	WT20X	PUMP	2"	CSF
N/A	N/A	HONDA	WT20X	PUMP	2"	CSF
N/A	N/A	HONDA	GX160	PUMP	2"	CSF
N/A	N/A	HONDA	GX160	PUMP	2"	CSF
MS10	N/A	GORMAN RUPP	B17012	PUMP	2"	CSF
MS11	N/A	GORMAN RUPP	B17012	PUMP	2"	CSF
MS12	N/A	GORMAN RUPP	B17012	PUMP	2"	CSF
MS13	N/A	GORMAN RUPP	B17012	PUMP	2"	CSF
MS18	N/A	GORMAN RUPP	B17012	PUMP	2"	CSF
MS20	N/A	GORMAN RUPP	B17012	PUMP	2"	CSF
MS9	N/A	GORMAN RUPP	B17012	PUMP	2"	CSF
M12	N/A	BRIGGS	INTEX 206	PUMP	2"	CSF
M1	N/A	HONDA	GX160	PUMP	2"	CSF
M4	N/A	HONDA	GX160	PUMP	2"	CSF
M5	N/A	HONDA	GX160	PUMP	2"	CSF
M6	N/A	HONDA	GX160	PUMP	2"	CSF
M2	N/A	AMT	3932-95	PUMP	2"	CSF
M15	N/A	GORMAN RUPP	N/A	PUMP	2"	CSF
N/A	N/A	SPEEDAIRE	2Z761A	TANK	AIR	CSF
N/A	N/A	DAYTON	2Z974A	VACUUM	SHOP VAC	CSF
N/A	N/A	BARNES	111B1B	PUMP	2" SUMP	CSF
N/A	N/A	BARNES	111B1B	PUMP	2" SUMP	CSF

N/A	N/A	BARNES	111B1B	PUMP	2" SUMP	CSF
N/A	N/A	BARNES	SE511	PUMP	2" SUMP	CSF
CE98695	1999	HOMELITE	281670	BLOWER	UTILITY	CSF
N/A	N/A	HOMLITE	375440	BLOWER	UTILITY	CSF
CE99701	1998	HOMELITE	401424	BLOWER	UTILITY	CSF
N/A	N/A	AIR SYSTEM INT'L	SBB-E8	BLOWER	UTILITY	CSF
N/A	N/A	COPPUS CADET	VE1	BLOWER	UTILITY	CSF
N/A	N/A	SPEEDAIRE	5F562E	COMPRESSOR	AIR	CSF
N/A	N/A	SOUTHLAND	S-WFT-16022-E	EDGER	22"	CSF
951	N/A	TOYOTA	951	FORKLIFT	LP	CSF
CE9855	N/A	HOMELITE	LR4400	GENERATOR	GAS	CSF
N/A	N/A	HONDA	AIRLESSCO	PAINT MACHINE	GAS	CSF
N/A	N/A	HOFFMAN	N/A	BLAST ROOM	PERMANENT	CSF
N/A	N/A	DEVIL BISS	N/A	BOOTH	PAINT	CSF
N/A	2010	GRAVO GRAPH	IS-900	ENGRAVER	STATIONARY	CSF
GE99950	N/A	CLUBCAR	CARRYALL	GOLF CART	UTILITY	CSF
N/A	N/A	YAMAHA	304	GOLF CART	UTILITY	CSF
N/A	N/A	GENIE	AWP-25S	LIFT	1 MAN	CSF
N/A	N/A	JLG	20S	LIFT	1 MAN	CSF
N/A	N/A	ALADA	N/A	PRESSURE WASHER	GAS	CSF
N/A	N/A	CYCLO BLAST	6036-FPN-300311	SAND BLASTER	STATIONARY	CSF
N/A	N/A	RED DEVIL	5033	SHAKER	PAINTER	CSF
N/A	N/A	RED DEVIL	5033	SHAKER	PAINTER	CSF
N/A	N/A	MERCURY	5C	SPRAYER		CSF
N/A	N/A	TURF LINER	N/A	SPRAYER	PAINT	CSF
CE08355	N/A	ULTIMATE	L07C	SPRAYER	PAINT	CSF
N/A	N/A	GRACO	L13A	STRIPER	STREET	CSF
N/A	N/A	POWER LINER	800	STRIPER	PAINT	CSF
N/A	N/A	DAYTON	32917	DRILL PRESS	STATIONARY	CSF
N/A	N/A	HOMELITE	LR4400	GENERATOR	GAS	CSF
N/A	N/A	HONDA	EB4000X	GENERATOR	PORTABLE	CSF
GE99945	N/A	CLUBCAR	CARRYALL	GOLF CART	UTILITY	CSF
N/A	N/A	RIGID	W9-96	GRINDER	BENCH	CSF
N/A	N/A	RIGID	535	PIPE THREADER	PORTABLE	CSF
N/A	N/A	RIGID	1822-1	PIPE THREADER	PORTABLE	CSF
N/A	N/A	RIGID	1822-1	SEWER MACHINE	DRUM	CSF
390099	2000	FORD	F-750	BOX	CARGO	CSF
GE94757	1994	EXECEL	BATWING	MOWER	RIDING	CSF
GE11756	2011	HUSTLER	928630-B	MOWER	RIDING	CSF
GE09758	2009	JACOBSEN	HR-9016	MOWER	RIDING	CSF
GE99961	1999	JOHN DEERE	5310	TRAILER	UTILITY	CSF

GE96821	1996	SILVA	LAWNCARE	TRAILER	UTILITY	CSF
GE96834	1996	SILVA	LAWNCARE	TRAILER	UTILITY	CSF
CE14219	2014	AIRMAN	PDS 185S-5C2	COMPRESSOR	TOWED	EAST
N/A	N/A	MICH PNEUMATIC	THOR	JACK HAMMER	PNEUMATIC	EAST
N/A	N/A	R-N	N/A	BATTERY CHARGER	6V,12V,24V	MOB
N/A	N/A	BLUE GIANT	LT120W30	FORKLIFT	HYDRUALIC	MOB
N/A	N/A	ONAN	PRO4000E	GENERATOR	PORTABLE	MOB
N/A	N/A	COTTERMAN	2568H	MAXI-LIFT	25'	MOB
N/A	N/A	DAYTON	4YX96	PALLET TRUCK LIFT	6000 LBS.	MOB
N/A	N/A	DAYTON	8KF12	POWER WASHER	PORTABLE	MOB
N/A	N/A	DAYTON	8KF13	POWER WASHER	PORTABLE	MOB
N/A	1999	JLG	1932 - E	SCISSOR LIFT	19' MAX	MOB
N/A	N/A	DAYTON	2RPD8	SHOP VAC	GAS	MOB
N/A	N/A	ARIENS	92006	SNOW BLOWER	900 SERIES	MOB
N/A	N/A	SNAPPER	1695880	SNOW BLOWER	GAS	MOB
N/A	N/A	TORO	38600	SNOW BLOWER	GAS	MOB
N/A	N/A	VESTIL	T-150	TRASH DUMPSTER	5000 LBS	MOB
N/A	N/A	VESTIL	T-150	TRASH DUMPSTER	5000 LBS	MOB
N/A	N/A	MICH PNEUMATIC	N/A	AIRSPADE	N/A	NORTH
CE11011	2011	ALLMAND	2220 / SE	ARROW BOARD	TOWED	NORTH
CE14216	2014	AIRMAN	PDS-185S-5C2	COMPRESSOR	TOWED	NORTH
CE13057	N/A	HONDA	EB4000X	GENERATOR	GAS	NORTH
CE10222	2010	BOSS	D-185	COMPRESSOR	TOWED	WEST
CE13055	N/A	HONDA	EB4000X	GENERATOR	PORTABLE	WEST
N/A	N/A	N/A	N/A	CLAY SPADE	N/A	CENTRAL
N/A	N/A	N/A	N/A	CLAY SPADE	N/A	CENTRAL
B-30	N/A	HONDA	N/A	PUMP	2"	CENTRAL
GE10770	2010	EXMARK	N/A	MOWER	SELF PROPELLED	CSF
N/A	N/A	VESTIL	T-150	DUMPSTER	TRASH	MOB
N/A	N/A	R-N	N/A	BATTERY CHARGER	45455	MOB
N/A	N/A	ARIENS	92006	BLOWER	SNOW	MOB
N/A	N/A	SNAPPER	1695880	BLOWER	SNOW	MOB
N/A	N/A	TORO	38600	BLOWER	SNOW	MOB
N/A	N/A	VESTIL	T-150	DUMPSTER	TRASH	MOB
N/A	N/A	BLUE GIANT	LT120W30	FORK LIFT	BATTERY	MOB
N/A	N/A	ONAN	PRO4000E	GENERATOR - PRO 4000 E	PORTABLE	MOB
N/A	N/A	COTTERMAN	2568H	MAXI-LIFT 25' HIGH	25'	MOB
N/A	N/A	DAYTON	4YX96	PALLET TRUCK LIFT 6000 LBS.	6000 LBS	MOB
N/A	N/A	DAYTON	8KF12	POWER WASHER	PORTABLE	MOB
N/A	N/A	DAYTON	8KF13	POWER WASHER	PORTABLE	MOB
N/A	1999	JLG	1932 - E	SISSOR LIFT	19' MAX	MOB

N/A	N/A	DAYTON	2RPD8	VACUMN	SHOP	MOB
MH11001	2011	HYSTER	N35ZRS-14.5	FORKLIFT	ELECTRIC	CSF
N/A	N/A	YAMAHA	90	GOLF CART	UTILITY	BASEMENT
N/A	N/A	BUSH HOG	SQ72	MOWER	TRACTOR	BASEMENT
N/A	N/A	EXCEL	924738	MOWER	RIDING	BASEMENT
N/A	N/A	EXCEL	924563	MOWER	RIDING	BASEMENT
N/A	N/A	MEYER	HM-10	SNOW PLOW	BLADE	BASEMENT
N/A	N/A	MEYER	ST-90	SNOW PLOW	BLADE	BASEMENT
N/A	N/A	MEYER	ST-90	SNOW PLOW	BLADE	BASEMENT
N/A	N/A	MEYER	HM-10	SNOW PLOW	BLADE	BASEMENT
MH04001	2004	TOYOTA	7FGU20	FORKLIFT	PROPANE	N/A

Water Vehicle List						
Vehicle or Equip #	**Year**	**Make or Type**	**Model**	**Class**	**Class Type**	**VIN/Serial #**
100800	2008	CHEVROLET	COBALT	CAR	PASSENGER	1G1AL58F587173722
100804	2008	CHEVROLET	COBALT	CAR	PASSENGER	1G1AL58F587173607
180875	2008	CHEVROLET	3500	VAN	CARGO	1GCHG356881164132
180877	2008	CHEVROLET	3500	VAN	CARGO	1GCHG356581162841
190585	2005	CHEVROLET	C-8500	UTILITY	SERVICE	1GBP8C1C95F50674
300705	2007	FORD	FOCUS	CAR	PASSENGER	1FAHP34N07W121503
300707	2007	FORD	FOCUS	CAR	PASSENGER	1FAHP34N87W310755
300708	2007	FORD	FOCUS	CAR	PASSENGER	1FAHP34NX7W310756
300709	2007	FORD	FOCUS	CAR	PASSENGER	1FAHP34N17W310757
300902	2009	FORD	FOCUS	CAR	PASSENGER	1FAHP35N99W116298
319859	1998	FORD	CLUB WAGON	VAN	PASSENGER	1FBSS31F1WHA10591
320601	2006	FORD	F-550	DUMP	3 YARD	1FDAW57P36ED19595
340041	2000	FORD	F-350	UTILITY	HIGH BACK	1FDWW36F0YEE57049
340682	2006	FORD	E-450	UTILITY	HYDRANT	1FDXE45P06DB43847
340851	2008	FORD	F-450	UTILITY	HIGH BACK	1FDXW46R08EE57489
340852	2008	FORD	F-450	UTILITY	HIGH BACK	1FDXW46R78EE57490
340881	2008	FORD	E-450	UTILITY	HIGH BACK	1FDWE45P88DA95187
340882	2008	FORD	E-450	UTILITY	HIGH BACK	1FDWE45P68DA95186
340981	2009	FORD	E-450	UTILITY	HIGH BACK	1FDXE45P69DA37570
340983	2009	FORD	E-450	UTILITY	HIGH BACK	1FDXE45PX9DA37572
340984	2009	FORD	E-450	UTILITY	HIGH BACK	1FDXE45P19DA37573
340986	2009	FORD	E-450	UTILITY	HIGH BACK	1FDXE45P59DA37575
340988	2009	FORD	E-450	UTILITY	HIGH BACK	1FDXE45P79DA78550
340989	2009	FORD	E-450	UTILITY	HIGH BACK	1FDXE45P09DA78549
340990	2009	FORD	E-450	UTILITY	HIGH BACK	1FDXE45P79DA78547
341162	2011	FORD	F-450	UTILITY	SERVICE	1FDUF4GT8BEA68765

341195	2011	FORD	F-450	UTILITY	HIGH BACK	1FD0W4GT9BEB32794
341196	2011	FORD	F-450	UTILITY	HIGH BACK	1FD0W4GT4BEB32797
341197	2011	FORD	F-450	UTILITY	HIGH BACK	1FD0W4GT6BEB32798
341198	2011	FORD	F-450	UTILITY	HIGH BACK	1FD0W4GT2BEB32796
341267	2012	FORD	F-550	UTILITY	GATE TRUCK	1FD0X5HT5CEA82043
341268	2012	FORD	F-550	UTILITY	GATE TRUCK	1FD0X5HT7CEA82044
341295	2012	FORD	F-550	UTILITY	HIGH BACK	1FD0W5GT8CEA45198
341296	2012	FORD	F-550	UTILITY	HIGH BACK	1FD0W5GT6CEA45197
341297	2012	FORD	F-550	UTILITY	HIGH BACK	1FD0W5GT2CEA45195
341298	2012	FORD	F-550	UTILITY	HIGH BACK	1FD0W5GT0CEA45194
341299	2012	FORD	F-550	UTILITY	HIGH BACK	1FD0W5GT4CEA45196
350082	2000	FORD	F-350	PICK-UP	CARGO	1FTWW32F7YEE39609
350501	2005	FORD	F-150	PICK-UP	CARGO	1FTRF12W25NA04428
350613	2006	FORD	F-150	PICK-UP	CARGO	1FTRF12W66NB24671
350614	2006	FORD	F-150	PICK-UP	CARGO	1FTRF12W86NB24672
350683	2006	FORD	F-350	PICK-UP	CARGO	1FTWF30P86ED40337
350811	2008	FORD	F-150	PICK-UP	CARGO	1FTRF12278KF07598
350812	2008	FORD	F-150	PICK-UP	CARGO	1FTRF12298KF07599
350813	2008	FORD	F-150	PICK-UP	CARGO	1FTRF12258KF07597
350815	2008	FORD	F-150	PICK-UP	CARGO	1FTRF12258KE92051
350886	2008	FORD	F-350	PICK-UP	SERVICE	1FTWF31R08EE48941
351114	2011	FORD	F-150	PICK-UP	CARGO	1FTNF1CF2BKE10638
351181	2011	FORD	F-350	PICK-UP	CARGO	1FTBF3BTXBEA68697
351236	2012	FORD	F-250	PICK-UP	CARGO	1FTBF2AT5CEA45180
351245	2012	FORD	F-250	PICK-UP	CARGO	1FTBF2AT0CEA45183
370800	2008	FORD	ESCAPE	SUV	PASSENGER	1FCU92Z78KC01858
370801	2008	FORD	ESCAPE	SUV	PASSENGER	1FMCU92Z98KC01859
370804	2008	FORD	ESCAPE	SUV	PASSENGER	1FMCU92Z08KD65047
370900	2009	FORD	ESCAPE	SUV	PASSENGER	1FMCU92769KA38359
370901	2009	FORD	ESCAPE	SUV	PASSENGER	1FMCU92729KA38357
370902	2009	FORD	ESCAPE	SUV	PASSENGER	1FMCU92709KA38356
370904	2009	FORD	ESCAPE	SUV	PASSENGER	1FMCU92779KA38354
370905	2009	FORD	ESCAPE	SUV	PASSENGER	1FMCU92749KA38358
370906	2009	FORD	ESCAPE	SUV	PASSENGER	1FMCU92719KA38351
370907	2007	FORD	ESCAPE	SUV	PASSENGER	1FMCU92799KA38355
370910	2009	FORD	ESCAPE	SUV	PASSENGER	1FMCU92789KC45805
371000	2010	FORD	ESCAPE	SUV	PASSENGER	1FMCU9C76AKC13650
371001	2010	FORD	ESCAPE	SUV	PASSENGER	1FMCU9C75AKC13655
371002	2010	FORD	ESCAPE	SUV	PASSENGER	1FMCU9C76AKC13647
371003	2010	FORD	ESCAPE	SUV	PASSENGER	1FMCU9C79AKC13643
371004	2010	FORD	ESCAPE	SUV	PASSENGER	1FMCU9C7XAKC13649
371006	2010	FORD	ESCAPE	SUV	PASSENGER	1FMCU9C7XAKC13652
371007	2010	FORD	ESCAPE	SUV	PASSENGER	1FMCU9C72AKC13645

371008	2010	FORD	ESCAPE	SUV	PASSENGER	1FMCU9C77AKC13642
371101	2011	FORD	EXPLORER	SUV	PASSENGER	1FMHK8D89BGA39476
380197	2001	FORD	E-350	VAN	TV	1FTSS34S31HA37692
380198	2001	FORD	E-350	VAN	TV	1FTSS34S81HA30303
380656	2006	FORD	E-150	VAN	CARGO	1FTRE14W66DB36065
380658	2006	FORD	E-150	VAN	CARGO	1FTRE14WX6DB36070
380710	2007	FORD	E-150	VAN	CARGO	1FTNE14W37DB28022
380714	2007	FORD	E-150	VAN	CARGO	1FTNE14W27DB28027
380715	2007	FORD	E-150	VAN	CARGO	1FTNE14W07DB28026
380716	2007	FORD	E-150	VAN	CARGO	1FTNE14W27DB39206
380719	2007	FORD	E-150	VAN	CARGO	1FTNE14W37DB39201
380722	2007	FORD	E-150	VAN	CARGO	1FTNE14WX7DB39213
380727	2007	FORD	E-150	VAN	CARGO	1FTNE14W87DB39212
380851	2008	FORD	E-350	VAN	CARGO	1FTSE34P38DB04165
380855	2008	FORD	E-350	VAN	CARGO	1FTSE34P78DB06517
380900	2009	FORD	E-150	VAN	CARGO	1FTNE14W79DA00594
380912	2009	FORD	E-150	VAN	CARGO	1FTNE14W99DA00595
380913	2009	FORD	E-150	VAN	CARGO	1FTNE14W49DA00570
380916	2009	FORD	E-150	VAN	CARGO	1FTNE14W39DA00575
380917	2009	FORD	E-150	VAN	CARGO	1FTNE14W09DA00582
380918	2009	FORD	E-150	VAN	CARGO	1FTNE14W19DA00591
380919	2009	FORD	E-150	VAN	CARGO	1FTNE14W89DA00572
380922	2009	FORD	E-150	VAN	CARGO	1FTNE14W19DA00588
380924	2009	FORD	E-150	VAN	CARGO	1FTNE14W59DA00576
380925	2009	FORD	E-150	VAN	CARGO	1FTNE14W09DA00579
380928	2009	FORD	E-150	VAN	CARGO	1FTNE14W49DA76788
380930	2009	FORD	E-150	VAN	CARGO	1FTNE14W39DA93758
380933	2009	FORD	E-150	VAN	CARGO	1FTNE14W49DA93770
380936	2009	FORD	E-150	VAN	CARGO	1FTNE14W49DA93753
380937	2009	FORD	E-150	VAN	CARGO	1FTNE14W09DA93751
380939	2009	FORD	E-150	VAN	CARGO	1FTNE14W89DA93772
380942	2009	FORD	E-150	VAN	CARGO	1FTNE14W29DA93766
380943	2009	FORD	E-150	VAN	CARGO	1FTNE14W29DA93752
380957	2009	FORD	E-350	VAN	CARGO	1FTSE34PX9DA93781
380958	2009	FORD	E-350	VAN	CARGO	1FTSE34P99DA93786
380959	2009	FORD	E-350	VAN	CARGO	1FTSE34P59DA93784
380961	2009	FORD	E-350	VAN	CARGO	1FTSE34P89DA93777
380964	2009	FORD	E-350	VAN	CARGO	1FTSE34P49DA93775
380971	2009	FORD	E-350	VAN	CARGO	1FTSE34P99DA00605
380977	2009	FORD	E-350	VAN	CARGO	1FTSE34P79DA00599
380978	2009	FORD	E-350	VAN	CARGO	1FTSE34P19DA00596
380980	2009	FORD	E-350	VAN	CARGO	1FTSE34P69DA00609
380981	2009	FORD	E-350	VAN	CARGO	1FTSE34P49DA00611

380986	2009	FORD	E-350	VAN	CARGO	1FTSE34P39DA00602
380989	2009	FORD	E-350	VAN	CARGO	1FTSE34P59DA00598
380990	2009	FORD	E-350	VAN	CARGO	1FTSE34PX9DA00600
380993	2009	FORD	E-350	VAN	CARGO	1FTSE34P99DA05450
380998	2009	FORD	E-350	VAN	CARGO	1FTSE34P29DA05449
381006	2010	FORD	TRANSIT	VAN	CARGO	NM0LS6BN6AT041300
381011	2010	FORD	TRANSIT	VAN	CARGO	NM0LS6BN8AT041296
381015	2010	FORD	TRANSIT	VAN	CARGO	NM0LS6BN0AT041308
381020	2010	FORD	TRANSIT	VAN	CARGO	NM0LS6BNXAT041297
381023	2010	FORD	TRANSIT	VAN	CARGO	NM0LS6BN9AT041310
381058	2010	FORD	E-150	VAN	CARGO	1FTNE1EW9ADA54174
381109	2011	FORD	TRANSIT	VAN	CARGO	NM0LS6AN8BT044847
381111	2011	FORD	TRANSIT	VAN	CARGO	NM0LS6AN3BT044853
381115	2011	FORD	TRANSIT	VAN	CARGO	NM0LS6AN2BT044844
381150	2011	FORD	E-150	VAN	CARGO	1FTNE1EW4BDA01707
381159	2011	FORD	E-150	VAN	CARGO	1FTNE1EW9BDA01704
381166	2011	FORD	E-150	VAN	CARGO	1FTNE1EW6BDA01708
381167	2011	FORD	E-150	VAN	CARGO	1FTNE1EWOBDA01705
381169	2011	FORD	E-150	VAN	CARGO	1FTNE1EW6BDA01711
381177	2011	FORD	E-350	VAN	CARGO	1FTSE3EL8BDB16542
381180	2011	FORD	E-350	VAN	CARGO	1FTSE3EL3BDB15234
381183	2011	FORD	E-350	VAN	CARGO	1FTSE3EL6BDB15227
381189	2011	FORD	E-350	VAN	CARGO	1FTSE3EL2BDB16553
381194	2011	FORD	E-350	VAN	CARGO	1FTSE3EL2BDB15239
381195	2011	FORD	E-350	VAN	CARGO	1FTSE3EL1BDB16561
381196	2011	FORD	E-350	VAN	CARGO	1FTSE3EL1BDB16558
381199	2011	FORD	E-350	VAN	CARGO	1FTSE3ELXBDB15229
381200	2011	FORD	TRANSIT	VAN	PASSENGER	NM0KS9BN9CT083704
381204	2012	FORD	TRANSIT	VAN	PASSENGER	NM0KS9BN7CT083703
381206	2012	FORD	TRANSIT	VAN	PASSENGER	NM0KS9BN7CT083314
381207	2012	FORD	TRANSIT	VAN	PASSENGER	NM0KS9BNXCT083310
381212	2012	FORD	TRANSIT	VAN	CARGO	NM0LS7DN5CT109172
381216	2012	FORD	TRANSIT	VAN	CARGO	NM0LS7DN4CT109986
381219	2012	FORD	TRANSIT	VAN	CARGO	NM0LS7DN4CT109177
381273	2012	FORD	E-350	VAN	CARGO	1FTSE3EL4BDB15226
381275	2012	FORD	E-350	VAN	CARGO	1FTSE3ELXBDB16557
830109	2001	FRGHTLNER	MT45	STEP VAN	LEAK TRUCK	4UZAAPBW51CH90812
830117	2001	FRGHTLNER	MT45	STEP VAN	LEAK TRUCK	4UZAAPBW41CH90820
830124	2001	FRGHTLNER	MT45	STEP VAN	SERVICE TRUCK	4UZZAAPW71CH90827
830200	2002	FRGHTLNER	MT45	STEP VAN	LEAK TRUCK	4UZAAPBW52CK03765
990477	2004	CRANE CARRIER	LET2-40	PACKER	TRASH	1CYCCB4854T046572
GE11810	2011	KUBOTA	KURTV 1100 CWXL-H	UTV	TRANSPORT	31967
100803	2008	CHEVROLET	COBALT	CAR	PASSENGER	1G1AL58F087173658

129922	1999	CHEVROLET	C-SERIES	DUMP	5 YARD	1GBP7H1C4XJ103660
160100	2001	CHEVROLET	C-8500	STAKE	PLATE	1GBP7H1C715501954
300703	2007	FORD	FOCUS	CAR	PASSENGER	1FAHP34N77W121501
320600	2006	FORD	F-550	DUMP	3 YARD	1FDAW57P56E019596
340982	2009	FORD	E-450	UTILITY	HIGH BACK	1FDXE45P890E37571
341199	2011	FORD	F-450	UTILITY	HIGH BACK	1FD0W4GT0BEB32795
350783	2007	FORD	F-350	PICK-UP	CARGO	1FTWF30PX7EB16052
350814	2008	FORD	F-150	PICK-UP	CARGO	1FTRF12208KE93432
350832	2008	FORD	F-250	PICK-UP	CARGO	1FTSF20R28ED08948
350935	2009	FORD	F-250	PICK-UP	CARGO	1FTSF20R89EB08707
350936	2009	FORD	F-250	PICK-UP	CARGO	1FTSF20R29EB08704
351186	2011	FORD	F-350	PICK-UP	CARGO	1FTRF3AT5BEB41653
351188	2011	FORD	F-350	PICK-UP	SERVICE	1FTRF3BT8BEC81758
351244	2012	FORD	F-250	PICK-UP	CARGO	1FTBF2AT4CEA45185
351246	2012	FORD	F-250	PICK-UP	CARGO	1FTBF2ATXCEA45191
351247	2012	FORD	F-250	PICK-UP	CARGO	1FTBF2AT9CEA45179
351248	2012	FORD	F-250	PICK-UP	CARGO	1FTBF2AT6CEA45186
371011	2010	FORD	ESCAPE	SUV	PASSENGER	AFMCU9C70AKC13644
380657	2006	FORD	E-150	VAN	CARGO	1FTRE14W36DB36069
380660	2006	FORD	E-150	VAN	CARGO	1FTRE14W36DB36072
380707	2007	FORD	E-150	VAN	CARGO	1FTNE1EW5BDA71716
380904	2009	FORD	E-150	VAN	CARGO	1FTNE14W69DA00585
380905	2009	FORD	E-150	VAN	CARGO	1FTNE14W89DA00586
380914	2009	FORD	E-150	VAN	CARGO	1FTNE14W69DA00571
381065	2010	FORD	E-150	VAN	CARGO	1FNE1EW4ADA54180
381157	2011	FORD	E-150	VAN	CARGO	1FTNE1EW5BDA71716
381160	2011	FORD	E-150	VAN	CARGO	1FTNE1EW4BDA01710
381191	2011	FORD	E-350	VAN	CARGO	1FTSE3EL0BDB15238
381213	2012	FORD	TRANSIT	VAN	CARGO	NM0LS7DM7CT109982
381214	2012	FORD	TRANSIT	VAN	CARGO	NM0LS7DN6CT109178
381281	2012	FORD	E-350	VAN	CARGO	1FTSE3EL3BDB16545
GE14810	2014	JOHN DEERE	XUV8251	UTV	TRANSPORT	1M0825GSAM081882
GE15811	2015	KUBOTA	RTV1100CWLH-7	UTV	TRANSPORT	13823
GE90471	1990	N/A	N/A	MADVAC	N/A	N/A
N/A	N/A	TENNAL	265	SWEEPER		8027
N/A	N/A	TENNAL	265	SWEEPER	N/A	8027

SCHEDULE B

DWSD WATER BONDS

Senior Lien Bonds

Water Supply System Revenue Refunding Senior Lien Bonds, Series 2014E
Water Supply System Revenue Refunding Senior Lien Bonds, Series 2014D
Water Supply System Revenue Refunding Senior Lien Bonds, Series 2014C
Water Supply System Revenue Refunding Senior Lien Bonds, Series 2014B
Water Supply System Revenue Refunding Senior Lien Bonds, Series 2014A
Water Supply System Revenue Refunding Senior Lien Bonds, Series 2011C
Water Supply System Revenue Senior Lien Bonds, Series 2011B
Water Supply System Revenue Senior Lien Bonds, Series 2011A
Water Supply System Revenue Refunding Senior Lien Bonds, Series 2006D
Water Supply System Revenue Senior Lien Bonds, Series 2006A
Water Supply System Revenue Refunding Senior Lien Bonds, Series 2005C
Water Supply System Revenue Senior Lien Bonds, Series 2005B
Water Supply System Revenue Senior Lien Bonds, Series 2005A
Water Supply System Revenue Refunding Senior Lien Bonds, Series 2004B
Water Supply System Revenue Refunding Senior Lien Bonds, Series 2003D
Water Supply System Revenue Senior Lien Bonds, Series 2003A
Water Supply System Revenue Senior Lien Bonds, Series 1997A
Water Supply System Revenue & Revenue Refunding Bonds
(Senior Lien), Series 1993

Second Lien Bonds

Water Supply System Revenue Refunding Second Lien Bonds, Series 2014G
Water Supply System Revenue Refunding Second Lien Bonds, Series 2014F
Water Supply System Revenue Refunding Second Lien Bonds, Series 2006C
Water Supply System Revenue Second Lien Bonds, Series 2006B
Water Supply System Revenue Refunding Second Lien Bonds, Series 2004A
Water Supply System Revenue Second Lien Bonds, Series 2003B
Water Supply System Revenue Refunding Second Lien Bonds, Series 2001C

Junior Lien Bonds

Water Supply System Revenue Bonds, Series 2008-SRF
Water Supply System Revenue Bonds, Series 2006-SRF
Water Supply System Revenue Bonds, Series 2005-SRF-2
Water Supply System Revenue Bonds, Series 2005-SRF-1

SCHEDULE C

PERMITS

The City and the Authority acknowledge that the following described permits have been compiled from the best available information, have been reviewed by their and DWSD's respective staff and consultants and are believed to be complete and accurate. If it is determined after the execution and delivery of the Lease that the description of the permits needs to be corrected through either the addition or deletion of one or more permits, the Director of DWSD or DWSD-R, as appropriate, and the Director and the Chairperson of the Authority are authorized to modify this Schedule C as necessary by executing an amendment thereto on or prior to the Effective Date and such amendment shall become a part of this Schedule C.

Operating Permits

Permit No.	**Permit Name**
253-99B	Permit to Install (Diesel fired backup generators)
108-06	Permit to Install (Diesel fired backup generators)
111-06	Permit to Install (Diesel fired backup generators)
256-99B	Permit to Install (Diesel fired backup generators)
255-99B	Permit to Install (Diesel fired backup generators)
254-99B	Permit to Install (Diesel fired backup generators)
232-99B	Permit to Install (Diesel fired backup generators)
109-06	Permit to Install (Diesel fired backup generators)
229-99B	Permit to Install (Diesel fired backup generators)
230-99B	Permit to Install (Diesel fired backup generators)
231-99B	Permit to Install (Diesel fired backup generators)
94-09	General Permit for Diesel Fuel Engine Generators With a Maximum Nameplate Capacity of 5 MW
MIG640000	Wastewater Discharge from Potable Water Supply General Permit

MIG 640222	DWSD-Water Works Park II Water Treatment Plant
MIG 640028	DWSD-Lake Huron Water Treatment Plant
MIG 640029	Southwest Water Treatment Plant

Construction Permits

Permit Number	Project Name	Issued Date
22923	Water Works Park WTP Yard Piping Replacement	4/1/2010
23309	DWSD Springwells Water Treatment Plant 1958 Filter Rehabilitation and Auxiliary Facilities Improvements Project Contract SP-568	8/23/2010
23319	HVAC and Alum Tank Improvements Southwest Water Treatment Plant	9/27/2010
23486	Wick Road Parallel Transmission WM CS-1488 Task No. 4	11/29/2010
23535	CS-1488, Task 4 - Glenwood Rd WM Phase III/Wayne/Westland	1/17/2011
23771	Ford Rd Booster Pumping Station Installation of 5 Gate Valves	4/21/2011
23698	DWSD Rehab of the 10 filters at Springwells 1930 filter complex	4/26/2011
24067	Plant-Wide Fire Alarm & Fire Protection System Upgrade	8/15/2011
24116	Wayne County Consolidated Jail 30" Watermain Relocation	9/15/2011
24334	DWSD Telegraph Rod 36" Water Main, Cherry Hill to Warren Rd.	1/12/2012
24482	Up Sizing of DWSD's Rochester Station Suction Line	3/14/2012
24636	DWSD Schoolcraft Rd WM (Middlebelt Road to Beech Daly Road)	6/18/2012
24833	24 Mile Rd-42" WM-Rochester Station to Romeo Plank Road	7/25/2012
26036	North Service Center Reservoir No. 2 Rehabilitation	2/4/2014
26037	West Chicago Reservoir Decommissioning	2/12/2014
26456	Northwest Reservoir Rehabilitation/Detroit	7/2/2014
26567	West Service Center Reservoir No. 1 Rehabilitation/Southfield	7/28/2014
26940	DWSD Springwells Water Treatment Plant, 1958 Sedimentation Basin No. 8 Improvements	12/23/2014
26963	DWSD, CS-1490 Task 1, Bid Package-3, 24" Transmission Main Replacement	1/12/2015
27001	Franklin Reservoir Rehabilitation	2/9/2015
27044	Joy Road Reservoir No. 1 Rehabilitation	2/9/2015
27270	Reservoir Repairs	4/27/2015

SCHEDULE D

WHOLESALE CUSTOMER CONTRACTS

The City and the Authority acknowledge that the following described contracts have been compiled from the best available information, have been reviewed by their and DWSD's respective staff and consultants and are believed to be complete and accurate. If it is determined after the execution and delivery of the Lease that the description of the contracts needs to be corrected through either the addition or deletion of one or more contracts, the Director of DWSD or DWSD-R, as appropriate, and the Director and the Chairperson of the Authority are authorized to modify this Schedule D as necessary by executing an amendment thereto on or prior to the Effective Date and such amendment shall become a part of this Schedule D.

Water Wholesale Customers

Contracts	Date of Contract
City of Allen Park	09/09/2008
Village of Almont	07/01/2015
Township of Ash	04/28/2009
City of Belleville	09/23/2008
Charter Township of Berlin	03/17/2009
Charter Township of Brownstown	03/17/2009
Township of Bruce	03/23/2010
Charter Township of Canton	05/20/2008
City of Center Line	10/14/2008
Charter Township of Chesterfield	01/21/2014
Charter Township of Clinton	02/24/2009
Charter Township of Commerce	07/27/2010
City of Dearborn	06/10/1931
City of Dearborn Heights	09/09/2008
City of Eastpointe	09/30/2008
City of Ecorse	07/27/2010
City of Farmington	06/23/2009
City of Farmington Hills	09/15/2009
City of Ferndale	05/20/2008
City of Flat Rock	05/04/2010
City of Fraser	01/13/2009
City of Garden City	03/17/2009
City of Gibraltar	07/16/1986
Greater Lapeer Utilities Authority	04/15/1969
Township of Grosse Ile	02/04/1981
City of Grosse Pointe Farms (stand by service only)	07/27/1953
City of Grosse Pointe Park	07/01/1920
City of Grosse Pointe Shores	09/21/2010
City of Grosse Pointe Woods	07/21/2009
City of Hamtramck	06/15/2010

City of Harper Woods	05/18/2010
Charter Township of Harrison	07/27/2010
City of Hazel Park	05/04/2010
Charter Township of Huron	05/19/2009
City of Inkster	11/19/1986
City of Keego Harbor	09/15/2009
Township of Lenox	09/15/2009
City of Lincoln Park	01/21/2014
City of Livonia	07/21/2009
Township of Macomb	07/21/2009
City of Madison Heights	09/15/2009
City of Melvindale	07/21/2009
Village of New Haven	05/04/2010
North Oakland County Water Authority	07/01/2015
City of Northville	06/24/2008
Charter Township of Northville	06/24/2008
City of Novi	07/21/2009
Oakland County Geo. W. Kuhn Drainage District	11/20/2009
City of Oak Park	03/17/2009
City of Plymouth	10/14/2008
Charter Township of Plymouth	05/19/2009
Charter Township of Redford	08/08/2008
Township of River Rouge	07/27/2010
City of Riverview	08/29/1979
City of Rockwood	01/12/2010
Village of Romeo	07/17/2012
City of Romulus	04/28/2009
City of Roseville	10/14/2008
Charter Township of Royal Oak	05/18/2010
Charter Township of Shelby	05/18/2010
Southeastern Oakland County Water Authority	09/15/2009
City of South Rockwood	02/24/2009
City of Southgate	03/17/2009
St. Clair County – Burtchville Township	07/27/2010
St. Clair County – Greenwood Township	07/02/1974
City of St. Clair Shores	09/30/2008
City of Sterling Heights	07/22/2008
Township of Sumpter	07/27/2010
City of Sylvan Lake	09/21/2010
City of Taylor	09/09/2008
City of Trenton	08/07/1985
City of Troy	06/24/2008
City of Utica	01/27/2009
Charter Township of Van Buren	06/24/2008
City of Walled Lake	10/06/2009
City of Warren	02/22/2011

Township of Washington	06/24/2008
City of Wayne	10/14/2008
Charter Township of West Bloomfield	06/24/2008
City of Westland	03/17/2009
City of Wixom	12/02/2008
City of Woodhaven	09/23/2008
Ypsilanti Community Utilities Authority	05/20/2008

No Contracts

Genesee County Drain Commissioner
City of Highland Park

SCHEDULE E

VENDOR CONTRACTS

The City and the Authority acknowledge that the following described contracts have been compiled from the best available information, have been reviewed by DWSD staff and are believed to be complete and accurate. If it is determined after the execution and delivery of the Lease that the description of the contracts needs to be corrected through either the addition or deletion of one or more contracts, the Director of DWSD or DWSD-R, as appropriate, and the Director and the Chairperson of the Authority are authorized to modify this Schedule E as necessary by executing an amendment thereto on or prior to the Effective Date and such amendment shall become a part of this Schedule E.

CONTRACT #	**VENDOR/SUPPLIER**
DWS-874	DeMaria Building Co.
DWS-878	WCI Contractors, Inc.
DWS-881	Detroit Electrical Services, LLC
DWS-882	Detroit Radio Team
DWS-885	DES/Labelle Joint Venture, LLC
DWS-891	Lakeshore Global Corporation
DWS-894	Homrich Wrecking, Inc.
DWS-895	Giorgi Concrete LLC, Major Cement Company, Joint Venture
DWS-896	DES Electric, LLC
DWS-898	National Industrial Maintenance, Inc.
PC-713	DATA.NET
PC-773C	Emerson Process Management Power and
PC-793	Lakeshore Global Corporation
SCP-DWS-897	Sewerage Department and Z Contractors, Inc.
WS-648A	Major Cement Company
WS-680	Willie McCormick and Associates
WS-685	Lakeshore Global Corporation
WS-686	Major Cement Company
WS-689	Lakeshore Global Corporation
WS-692	Imperial Construction Co.
CS-1396	Tucker, Young, Jackson, Tull
CS-1414	Systems & Software, Inc.
CS-1422	SBC Global Services, Inc.
CS-1425	CDM Michigan, Inc.
CS-1432A	Tucker, Young, Jackson, Tull, Inc.
CS-1433	PMA Consultants, LLC
CS-1445	Project Innovations, Incorporated
CS-1474	Sigma Associates, Inc.
CS-1476	Data Consulting Group
CS-1481	Sigma Associates, Inc.
CS-1482	Applied Science, Inc.

CS-1488	Somat Engineering, Inc.
CS-1490	NTH Consultants, Ltd.
CS-1499	METCO Services, Inc.
CS-1512	Tucker, Young, Jackson, Tull
CS-1524	Process Control & Instrumentation LLC
CS-1528	CDM Michigan, Inc.
CS-1540	West Coast Labour Systems Corporation
CS-1544	Granicus, Inc.
CS-1555	EMA, Inc.
CS-1558	Foster Group
CS-1566	HP Enterprise Services, LLC
CS-1571	Project Results, LLC
CS-1585	Plante & Moran, LLC
CS-1586	Plante & Moran, LLC
CS-1589	Data Consulting Group, Inc.
CS-1592	Sigma Associates, Inc.
CS-1595	EMA, Inc.
CS-1623	FK Engineering Associates
CS-1708	Waterfield Technologies, Inc.
LS-1427	Barris, Sott, Denn & Driker PLLC
LS-1532	Steven H. Schwartz & Associates
LS-1539	Miller Canfield Paddock & Stone, P.L.C.
LS-1545	Dykema Gossett PLLC
LS-1553	Clark Hill, PLC
LS-1554	Kitch, Drutchas, Wagner, Valututti & Sherbrook
LS-1556	Clark Hill, PLC
LS-1563	Williams Acosta PLLC
LS-1574	Law Office of Barrie L. Merkerson, PLC
LS-1593	Plunkett Cooney
LS-1599	Lewis & Munday, PC
LS-1600	Kitch, Drutchas, Wagner, Valitutti & Sherbrook
LS-1603	Kilpatrick & Associates, P.C.
LS-1604	Kilpatrick & Associates, P.C.
LS-1606	Allen Brothers, PLLC
LS-1608	Williams & Acosta
LS-1609	Kitch, Drutchas, Wagner, Valitutti & Sherbrook
LS-1632	Ottenwess, Taweel & Schenk PLC
PS-1559	Leslie King
PS-1567	Anthony Alston
PS-1582	Cynthia M. Kushner
PS-1584	Kathy Smith-Roy
PS-1723	Raymond Hurd
PS-1724	James Glavin
PS-1725	Ella Lee
SP-563	Walsh Construction Co.

WS-681	Ric-Man Detroit, Inc.
WS-691	Major Cement Co.
2906292	EJ USA Inc.
2841666	Bucks Oil Co Inc.
2900690	Husky Envelope Products
2885159	Tracker
2853846	Husky Envelope Products
2835732	Poco Inc.
2853107	PVS Nolwood Chemical Inc.
2871652	HD Edwards & Co.
2886346	Motor City Pipe & Supply Co.
2886169	Chemical Systems Inc.
2855859	Ingersoll Rand Company
2853685	Motor City Pipe & Supply Co.
2887627	Motor City Pipe & Supply Co.
2871588	Fibre Industries
2888798	LB Office Products
2873927	Safety Services Inc.
2874762	Saf-T-Gard International Inc.
2902940	Advisa
2889528	Allie Brothers Uniforms
2859658	Fred's Key Shop
2859502	Pacer Service Center U S Courts
2876342	East Jordan Iron Works Inc.
2876112	Waterworks Systems & Equipment
2904072	Robert Half International Inc.
2906069	Kiesler Police Supply Inc.
2882806	On Duty Gear LLC
2877338	T & N Services Inc.
2890304	D A Central Inc.
2857979	PVS Nolwood Chemical Inc.
2877653	Hercules 7 Hercules Inc.
2879482	McNaughton McKay Electric Company
2878088	Merit Laboratories Inc.
2895657	Audio Visual Equipment & Supplies
2893353	Pace Analytical
2893354	Sample Webtrol Inc.
2894351	Arrow Office Supply Co.
2895719	Loomis
2896153	Grainger
2896157	McNaughton McKay Electric Company
2885706	Star Auto Wash & Detailing
2882534	Ellsworth Industries Inc.
2882552	Dell Computer Corporation
2897583	VWR International

2883272	Hercules & Hercules Inc.
2897428	Thyssenkrupp Elevator Corp.
2884193	Phoenix Environmental Inc.
2899380	Accuform Business Systems Inc.
2898401	Kirk's Automotive Inc.
2885259	Vehicle Maintenance Program Inc.
2884024	Teletrac Inc.
2904258	Metro Welding Supply Corp.
2903525	Kirk's Automotive Inc.
2904304	JCI Jones Chemicals Inc.
2890258	Rose Pest Solutions
2903398	Scientific Methods Inc.
2905572	Trader Ray Tire Center
2905628	Jack Doheny Companies Inc.
2889394	Geisler Company
2889551	Edward C Levy Detroit Group
2892081	Allingham Corporation
2892080	AIS Construction Equipment
2892779	Eastern Oil Co.
2892740	Interstate Trucksource Inc.
2892723	Wiegand Mack Sales
2893101	Michigan Cat
2893079	Cloverdale Equipment Co.
2894404	Royal Arc Welding Co
2894713	Waste Management of Michigan Inc.
2891658	Rotork Controls Inc.
2896911	Paragon Laboratories Inc.
2903003	Comcast Business Communication, LLC
2904050	ERA A Waters Company
2905948	Polydyne Inc.
2883427	Accuform Business Systems Inc
2856616	Itron Inc.
2859457	OCE North America Inc.
2881302	Hercules & Hercules Inc.
2881596	Cintas Corporation
2883359	Detroit Legal News
2886390	Trumbull Industries
2886934	ESRI Inc.
2850719	State of Michigan
2870495	McNaughton McKay Electric Company
2871397	Superior Welding Supplies Inc.
2831990	Hach Company
2825800	Detroit Media Partnership LP #1008
2869121	Barrett Paving Materials Inc.
2534139	Infiniti Energy & Environmental Inc.

2833854	Underwriters Laboratories Inc.
2906092	Premier Business Products
2906092	Premier Business Products
2906705	Experis Finance US LLC
2862555	Atlantic Coast Polymers Inc.
2876954	Underwriters Laboratories Inc.
2723395	SAP Public Services Inc.
2866295	Merit Network Inc.
2885708	Busy B's Hand Car Wash
2893662	Argus Group Inc DBA Argus Hazco
2889655	Corrpro Waterworks
2890393	UL LLC
2871368	Jeff's Rubbish Disposal Inc.
2902569	Idexx Laboratories
2883922	Bell Equipment Company
2770687	Michigan Chronicle Publishing Co.
2884519	Verizon Wireless

SCHEDULE F

COLLECTIVE BARGAINING AGREEMENTS

Union

Michigan Council 25 of the American Federation of State, County and Municipal Employees, AFL-CIO, Local 2920

Association of Professional Construction Inspectors

Building Trades Foremen Unit of Michigan Building and Construction Trades Council, AFL-CIO

Michigan Building and Construction Trades Council, AFL-CIO

I.U.O.E. Local 324 – Operating Engineers, Detroit Principal Clerks & Park Management Units

Detroit Senior Water Systems Chemist Association

Teamsters State, County and Municipal Workers, Local 214

Utility Workers Union of America, Local 488 and Local 531

Utility Workers Union of America, Local 504

SCHEDULE G

PARAGRAPH 24 OF BANKRUPTCY ORDER

24. DWSD Contribution to GRS Pension Plan. DWSD's contributions to the GRS pension plan set forth in the Plan shall be accounted for as follows: (i) DWSD shall pay as operation and maintenance expenses, to be allocated between the Sewage Disposal System and the Water Supply System (collectively, the "Systems") consistent with the allocation of labor costs between the two Systems, no more than the aggregate sum of (a) $24 million per annum (which is payable monthly); and (b) DWSD's allocable share of its annual "defined contribution" payments related to the DWSD employees; and (ii) DWSD shall pay from the Revenues of each of the Sewage Disposal System and the Water Supply System, on the same ratable basis as set forth in (i) above, the difference between the annual allocation of the Plan GRS pension contributions provided in the Plan and $24 million in the aggregate from "pension liability payment funds" established for each of the Sewage Disposal System and the Water Supply System (such funds, the "Pension Liability Payment Funds") that will be placed in priority of payment after all of the Interest and Redemption Funds (including the Reserve Accounts, if any, therein) and before the Extraordinary Repair and Replacement Reserve Fund (all as defined in the Existing Bond Documents) for each of the Sewage Disposal System and the Water Supply System, such that the respective Pension Liability Payment Funds will be subordinated to the 2014 DWSD Revenue and Revenue Refunding Bonds and all other existing DWSD bond debt. Sufficient funds shall be allocated to each of the Pension Liability Payment Funds on a monthly basis until such time as each System's Pension Liability Payment Fund contains funds sufficient to pay the difference between each System's allocable share of the annual allocation of the GRS pension contributions provided in the Plan, and each System's allocable share of $24 million. If such amounts in a Pension Liability Payment Fund are insufficient to provide for that fiscal year's requirement for the respective System's contribution to the GRS pension plan by June 30 of that fiscal year, then any amounts or securities held in the respective System's Surplus Fund, Construction Fund, Improvement and Extension Fund, Extraordinary Repair and Replacement Reserve Fund (in excess of the Extraordinary Repair and Replacement Minimum Requirement) and any other now-existing or after arising accounts under the applicable System's Indenture to which payments are subordinate to the payments to the Interest and Redemption Funds (including the Reserve Accounts, if any, therein) as listed in Section 2.02(a) - (f) of the respective System's Indenture, shall be credited or transferred from such Funds or accounts in the priority and order listed above (after satisfaction of the transfers required by Section 2.11 of each Indenture to the Operating and Maintenance Fund and the Interest and Redemption Funds) to the respective System's Pension Liability Payment Fund; provided, however, that solely for purposes of determining the crediting or transferring of funds to the respective "Pension Liability Payment Funds": (i)(a) the formulae presently used to determine the Extraordinary Repair and Replacement Minimum Requirement and (b) the definition of "Extraordinary Repair and Replacement Minimum Requirement" in the applicable Indentures existing as of the date of this Order will not be changed unless and until DWSD has paid in full the aggregate annual allocation of the GRS pension contributions provided in the Plan; (ii) the amount of the Extraordinary Repair and Replacement Minimum Requirement is not increased over the amount of such minimum, which as of the date of this Order is $4,693,660 for the Water Supply System and $6,725,917 for the Sewage Disposal System, until the GRS pension contributions provided in the Plan are paid in full; and (iii) provided such funds are not subject to restriction barring

transfer under Section 2.11 of the respective Indenture existing as of the date hereof; and provided, further, that in no event shall any amounts held in a Construction Fund that are (x) the proceeds of any debt issued for such System pursuant to the applicable Bond Ordinance, as the same may be amended, modified or supplemented, or (y) otherwise lawfully restricted to use for capital improvements to a System be credited to the Pension Liability Payment Fund. Moreover, no amounts may be credited or transferred from a Construction Fund unless such credit or transfer (i) is approved by the Michigan Department of Treasury, if such approval is then required by law, and (ii) based upon an opinion of bond counsel, such credit or transfer will not adversely affect the exclusion from gross income for federal income tax purposes of securities the proceeds of which were deposited in such account. In the event there is any shortfall in the annual funding of a Pension Liability Payment Fund at the end of any fiscal year, that shortfall shall be paid in the next fiscal year according to the payment priorities set forth in this Paragraph 24.

WATER AND SEWER SERVICES AGREEMENT

Execution Copy

WATER AND SEWER SERVICES AGREEMENT

Between

CITY OF DETROIT

And

GREAT LAKES WATER AUTHORITY

Dated June 12, 2015

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EXHIBIT B-IV	[RESERVED]
EXHIBIT B-V	MODIFIED LIST OF RELEVANT RATEMAKING TERMS
EXHIBIT B-VI	WASTEWATER TREATMENT NPDES PERMIT ASSIGNMENT OF FUNCTIONS

AGREEMENT

This Water and Sewer Services Agreement ("Agreement") is entered into as of June 12, 2015 by and between the City of Detroit, a home rule city organized and existing under the laws of the State of Michigan (the "City") and the Great Lakes Water Authority, a public corporation organized under Act 233, Michigan Public Acts of 1955, as amended ("Act 233") (the "Authority").

RECITALS

WHEREAS, a Memorandum of Understanding (the "MOU") was entered into on September 9, 2014 by the Mayor of the City, the county executives of Macomb, Oakland, and Wayne Counties, and the Governor of the State of Michigan (the "State"), for the purpose of establishing a regional water authority pursuant to Act 233 to operate, control and improve the portions of the City's Water Supply System and Sewage Disposal System presently operated by the Detroit Water and Sewerage Department ("DWSD") which are necessary for the wholesale delivery and sale of water and sewage disposal to customers in southeastern Michigan and to facilitate the improvement of the Detroit Local Systems (as herein defined) which will continue to be operated by the City; and

WHEREAS, pursuant to the MOU and resolutions approving the Authority's Articles of Incorporation by the City Council of the City, the Boards of Commissioners of Oakland and Macomb Counties, and the County Commission of Wayne County, and an order executed by the emergency manager for the City, the Authority has been incorporated for the purpose of, among other things, acquiring, owning, leasing, improving, enlarging, extending, financing, refinancing and operating a water supply system (the "Regional Water System") and sewage disposal system, including a storm water collection and treatment system (the "Regional Sewer System," and together with the Regional Water System, the "Regional Systems"), or a combination of such systems; and

WHEREAS, pursuant to the MOU, the City and each wholesale customer of the Systems, through their respective ratepayers, shall retain complete responsibility (in the case of the City, in accordance with the terms of this Agreement) for all obligations associated with their individual revenue requirements; and

WHEREAS, the City will operate those assets of the water supply system and sewage disposal system necessary to provide water services (the "Detroit Local Water Facilities") and sewer services (the "Detroit Local Sewer Facilities," and together with the Detroit Local Water Facilities, the "Detroit Local Facilities") only to the individual retail customers served directly by the Detroit Local Systems (as herein defined)(the "Retail Customers");

WHEREAS, on September 9, 2014, the emergency manager for the City authorized the Mayor to negotiate the terms of and execute and deliver a lease of the Regional Water System and the Regional Sewer System, an agreement between the City and the Authority relating to the operation, management and improvement of the Detroit Local Systems, a transition agreement consistent with the parameters established by the MOU, and take such other actions as may be

necessary or desirable to complete the transfer of the Regional Systems to the Authority as described in the MOU; and

WHEREAS, the transaction was approved by the State Treasurer on November 13, 2014, by the Governor on November 14, 2014 and the Detroit Financial Review Commission on May 18, 2015; and

WHEREAS, on November 12, 2014, an Order Confirming Eighth Amended Plan for the Adjustment of Debts of the City of Detroit ("Confirmation Order") was entered (Docket No. 8272) confirming the Plan of Adjustment; and

WHEREAS, paragraph 38 of the Confirmation Order approved the MOU in all respects, and authorized the City to enter into, and take any action necessary to perform under or implement, the terms of the MOU and any final agreement resulting from the MOU creating the Authority subject to additional terms and conditions described therein; and

WHEREAS, Section 4 of Act 233 grants the Authority all powers necessary to carry out the purposes of its incorporation and those incident thereto; and

WHEREAS, the continued operation of the Detroit Local Systems will require Water Services and Sewer Services (each as herein defined) from the Authority; and

WHEREAS, it is necessary to establish and define the scope of the agency relationship between the City and the Authority with respect to the development of rates and the billing, collection and enforcement of payment of charges for the provision of Water Services and Sewer Services to Retail Customers.

NOW, THEREFORE, in consideration of the mutual promises and agreements herein contains, the parties hereto agree as follows:

ARTICLE 1
DEFINITIONS

1.1 Definitions. As used in this Agreement:

"Act 94" means the revenue bond act of 1933, Act 94, Public Acts of Michigan, 1933, as amended.

"Act 233" has the meaning assigned it in the preamble to this Agreement.

"Agreement" means this Water and Sewer Services Agreement between the City and the Authority and all Exhibits attached hereto.

"Applicable Laws" means all laws, rules, regulations, ordinances, permit and license requirements, and orders of courts, governmental officials and agencies of competent jurisdiction with respect to the Leased Facilities or which generally relate to the Leased Facilities.

"Authority Bonds" means bonds or other evidences of indebtedness assumed by the Authority under the Leases and related Master Bond Ordinance or issued by the Authority under the related Master Bond Ordinance pursuant to Act 94 and secured by a pledge of and statutory lien upon the Net Revenues (as that term is defined in the related Master Bond Ordinance) of the related System.

"Authority CIP" means the ongoing program of capital improvements for the Leased Facilities as the same may be modified from time to time by the Authority.

"AWWA" means the American Water Works Association.

"B Notes" means the City of Detroit Financial Recovery Bonds, Series 2014 B(1) and Series 2014B(2) dated December 10, 2014, issued in part for the purposes of satisfying the City's pension obligation certificate and post-retirement health benefits claims.

"Board" means the Board of Directors of the Authority.

"Budget Stabilization Fund" means the restricted account by that name established under the Master Bond Ordinance for each System to be funded from Retail Revenues and applied by the Authority in its discretion as provided in each Master Bond Ordinance in the event of shortfalls in Retail Revenues.

"Budget Stabilization Requirement" means, for each of the Local Water System and Local Sewer System, an amount calculated each Fiscal Year equal to (A) two times a number equal to twenty percent of the average bad debt expense of Retail Customers as a class for the two preceding Fiscal Years based on audited financial statements (or unaudited statements if audited statements are not available), which amount shall be funded from Retail Revenues initially in thirds over three Fiscal Years beginning in Fiscal Year 2016, or (B) such other amount specified by the Board by supermajority vote. For purposes of the required deposit for Fiscal Year 2016 the amount shall aggregate $7,919,026, and shall be $2,327,026 for the Local Water System and $5,591,469 for the Local Sewer System.

"C Notes" means the City of Detroit Financial Recovery Bonds, Series 2014C dated December 10, 2014, issued for the purpose of satisfying the City's pension obligation certificate claims.

"common-to-all" means the method or methods for allocating to Retail Customers and wholesale customers of the Regional Water System and Regional Sewer System the cost of Water Services and Sewer Services provided by the Regional Systems that benefits both wholesale customers and Retail Customers, which allocation is determined on a case-by-case analysis of the benefits derived by each customer class from such service.

"Detroit CIP" means the ongoing program of capital improvements for the Detroit Local Facilities as the same may be modified from time to time by the City or DWSD.

"Detroit Local Facilities" means, collectively, the Detroit Local Sewer Facilities and the Detroit Local Water Facilities.

"Detroit Local Sewer Facilities" means those sewage disposal facilities of the Sewer System, other than the Leased Sewer Facilities, that are used to provide sewer service directly to the Retail Customers on the Effective Date.

"Detroit Local Water Facilities" means those water supply system facilities, including all fire hydrants, of the Water System, other than the Leased Facilities that are used to provide water service directly to the Retail Customers on the Effective Date.

"Detroit Local Systems" means, collectively, the Local Water System and the Local Sewer System.

"DWSD" has the meaning assigned to it in the Recitals to this Agreement.

"DWSD-R" means the Detroit Water and Sewerage Department as in existence on and after the Effective Date.

"Effective Date" has the meaning assigned it in Section 10.1.

"Fiscal Year" means the period beginning on July 1 of each year and ending on June 30 of the following year.

"Green Infrastructure" means an array of products, technologies and practices that use natural systems or engineering systems that mimic natural process by using soils and vegetation to remove storm water from the Sewer System as components of a storm water management system, which systems may include by are not limited to green roofs, porous pavement, rain gardens and vegetated swales.

"Green Infrastructure Program" means implementation of Green Infrastructure to remove storm water from the Sewer System and expenditure of the average annual requirement per Part I. Section A.15.d.5.a and b. of the Wastewater Treatment NPDES Permit.

"Lease Payment" means the payments required to be made each year by the Authority for the benefit of the City to be used for water and sewer improvements or debt service on Authority Bonds pursuant to the Leases in consideration for the lease of the Leased Facilities and the absolute and irrevocable sale, assignment and transfer to the Authority of the Revenues derived from the operation of the Systems prior to the end of the Term.

"Leases" means the Regional Sewer System Lease and the Regional Water System Lease.

"Leased Facilities" means those facilities and infrastructure subject to the Leases.

"Local Sewer System" means that portion of the Sewer System that provides Sewer Services directly to the Retail Customers, which on the Effective Date consists of the Detroit Local Sewer Facilities.

"Local Water System" means that portion of the Water System that provides Water Supply Service directly to Retail Customers, which on the Effective Date consists of the Detroit Local Water Facilities.

"Master Bond Ordinance" means, individually or collectively, as the context requires, the ordinance to be adopted by the Authority on or before the Effective Date for each System, setting forth the terms and provisions under which Authority Bonds may be assumed or issued.

"Mayor" means the Mayor of the City.

"MOU" has the meaning assigned to it in the recitals to this Agreement.

"Non-revenue Water" means the sum of unbilled authorized consumption (water for firefighting, flushing, etc.), plus apparent losses (customer meter inaccuracies, unauthorized consumption and systematic data handling errors) plus real losses (system leakage and storage tank overflows).

"Parties" means the City and the Authority.

"Performance Standards" means the level of performance necessary to provide Water Services or Sewer Services, as applicable, in accordance with Applicable Laws and Prudent Utility Practices, all in a manner so as to provide such Water Services or Sewer Services to customers in the same or an improved manner as was provided by DWSD immediately prior to the Effective Date.

"Plan of Adjustment" means the City's eighth amended plan for the adjustment of debts of the City as confirmed by order of the United States Bankruptcy Court for the Eastern District of Michigan entered on November 12, 2014 (In re City of Detroit, Michigan, Debtor, Case No. 13-53846).

"Prudent Utility Practices" means those practices, methods, techniques, standards and acts engaged in or approved by a significant portion of the regulated water and sewer utility industry in the United States or any of the practices, methods, techniques, standards and acts which, in the exercise of reasonable judgment in light of the facts known (or which a qualified and prudent operator could reasonably be expected to have known) at the time a decision is made, would have been expected to accomplish a desired result at a reasonable cost consistent with good business practices, reliability, safety and expedition, in each case related to the operation, maintenance and improvement of similar systems at utility franchises of the same or similar size and type as the Systems.

"Reconciliation Committee" means a committee consisting of a member of the Authority Board not appointed by the Mayor of the City, or his or her designee, and a member of the Board of Water Commissioners of the City, or his or her designee, who shall exercise the duties and perform the functions described in Section 5.3.

"Regional Sewer System" means that portion of the Sewer System that provides sewer service to the wholesale customers thereof and to the Local Sewer System, which on the

Effective Date consists of the Leased Sewer Facilities (as defined under the Regional Sewer System Lease).

"Regional Systems" means that portion of each System that provides Water Services and Sewer Services to the wholesale customers thereof and to Retail Customers up to the point of connection with the Detroit Local Systems.

"Regional Water System" means that portion of the Water System that provides water service to wholesale customers thereof and to the Local Water System, which on the Effective Date consists of the Leased Water Facilities (as defined under the Regional Water System Lease).

"Receiving Funds" means, collectively, the fund established under the Water System Master Bond Ordinance and the fund established under the Sewer System Master Bond Ordinance.

"Retail Customers" has the meaning assigned to it in the Recitals to this Agreement, and includes those individual customers served directly by the Detroit Local Systems that are located within and outside the boundaries of the City.

"Retail Revenues" means Revenues collected from Retail Customers.

"Revenue Receipts Fund" means that fund established under Section 502(b) of each Master Bond Ordinance and held in trust by the trustee or Revenue Receipts Trustee appointed thereunder to receive Revenues of both Systems.

"Revenue Receipts Trustee" means U.S. Bank National Association and its successor, as the trustee for the Revenue Receipts Fund established under the Master Bond Ordinances.

"Revenues" means the revenues of the Authority from the Water System and the Sewer System, which revenues shall be construed as defined in Act 94, and shall include all moneys deposited by the City in a Revenue Receipts Fund under Section 4.1.

"Services" means, collectively, Water Services and Sewer Disposal Services.

"Sewer Improvement and Extension Fund" means the Improvement and Extension Fund established under the Master Bond Ordinance for the Sewer System to be used for improvements, enlargements, extensions or the betterment of the Regional Sewer System and Detroit Local Sewer System.

"Sewer Services" means the activities of the Authority of collection, carrying, separation, treatment, and disposal of both sewage and water runoff from the Detroit Local Sewer Facilities to the Regional System pursuant to Section 3.2.

"Sewer System" means the City's sewage disposal system as existing immediately prior to the Effective Date, which consists on the Effective Date of the Regional Sewer System and the Local Sewer System.

"Systems" means, collectively, the Detroit Local Systems and the Regional Systems.

"TAC" means the Technical Advisory Committee consisting of representatives of the Authority, the City, and wholesale water customers of the Authority and their respective representatives, and shall include its successor or replacement if altered or discontinued. The TAC shall remain in existence until December 31, 2038 unless the committee determines otherwise.

"Trustee" means U.S. Bank National Association, or a successor as trustee under the Master Bond Ordinances.

"Wastewater Treatment NPDES Permit" means that certain National Pollutant Discharge Elimination System Permit MI 0022802 issued by the Department of Environmental Quality of the State of Michigan to the City of Detroit Water and Sewerage Department which regulates the discharge of waste or wastewater into surface waters of the State.

"Water Improvement and Extension Fund" means the Improvement and Extension Fund established under the Master Bond Ordinance for the Water System to be used for improvements, enlargements, extensions or the betterment of the Regional Water System and Detroit Local Water System.

"Water Services" means the provision by the Authority of water to the Detroit Local Water Facilities pursuant to Section 3.1.

"Water System" means the City's water supply system as existing immediately prior to the Effective Date, which consists on the Effective Date of the Regional Water System and the Local Water System.

"WRAP Fund" means the Water Residential Assistance Program Fund to be established pursuant to the MOU, which shall be a fund independently-administered on behalf of the Authority to provide assistance to indigent residential customers throughout the Water System and the Sewer System.

1.2 Captions and Headings. The captions, headings, and titles in this Agreement are intended as a convenience and not intended to have any substantive meaning or be interpreted as part of this Agreement.

1.3 Plural Terms. A term or phrase in this Agreement importing the singular number only may extend to and embrace the plural number and every term or phrase importing the plural number may be applied and limited to the singular number.

ARTICLE 2
AGENCY

2.1 Appointment and Termination of Agency. (a) The Authority hereby appoints the City as its agent, and the City hereby accepts such appointment as agent, to perform the services and undertake the duties, obligations and administrative functions described in the third sentence of Section 3.1(a), the third sentence of Section 3.2(a), and the second paragraph of

Section 4.1 on behalf and for the benefit of the Authority, in accordance with the terms of this Agreement and Applicable Law. This appointment and the City's acceptance thereof may not be revoked or terminated except in accordance with the express terms of Section 2.2. Unless and until this agency relationship between the Authority and the City is revoked or terminated in whole or in part pursuant to Section 2.2, the City shall be, and hereby is, authorized and empowered by the Authority to execute and deliver, in the name and on behalf of the Authority, any and all instruments, documents or notices necessary or appropriate in performing its role as agent of the Authority under this Agreement. The Authority shall execute and deliver to the City such documents as have been prepared by the City for execution by the Authority and shall furnish the City with such other documents as may be in the Authority's possession, in each case, as the City may determine to be necessary or appropriate to enable it to carry out and perform its duties, obligations and administrative functions under this Agreement and Applicable Law. Upon the City's written request, the Authority shall furnish the City with any powers of attorney or other documents necessary or appropriate to enable the City to carry out and perform its duties, obligations and administrative functions hereunder. The City may perform its agency duties directly or through one or more third parties, provided that the City shall remain primarily responsible for the performance of such duties.

(b) The City shall act in its capacity as agent for the Authority (and not in its own capacity as principal or otherwise) for the purposes described in Sections 3.1(a), 3.2(a), and 4.1. The Authority may revoke or terminate, in accordance with the procedures described in Section 2.2, its appointment of the City as agent for the Authority, if the City fails to perform its duties, obligations or administrative functions described in Sections 3.1(a), 3.2(a), and 4.1 in accordance with those Sections and, to the extent applicable, the Performance Standards and Applicable Law; and in particular by failing to:

(i) Establish a two-year budget which includes the costs of performing the City's agency responsibilities for the Detroit Local Systems under this Agreement no later than April 23 of each year starting with Fiscal Year 2017;

(ii) Establish rates reasonably intended to meet the revenue requirements for the Water Services and Sewer Services for each Fiscal Year that will become effective no later than June 30 of the prior Fiscal Year;

(iii) Send bills to Retail Customers at least every other month;

(iv) Collect and enforce payment of bills consistent with the Performance Standards; and

(v) Deposit Revenues in accordance with Section 4.1.

2.2 Termination of Agency. In the event the City fails to satisfy any of the requirements of Section 2.1(b) at any time after attempting to resolve concerns as provided in Section 5.2, the Authority may, but is not obligated or required to, revoke or terminate the agency of the City with respect to those requirements that the City has failed to carry out and perform (but the agency shall continue with respect to all other requirements), subject to prior compliance by the Authority with the exclusive procedures and remedies provided in Articles 7

and 8. If, pursuant to a decision of the Arbitration Panel in accordance with Articles 7 and 8, the Arbitration Panel determines that the City has failed to satisfy any of the requirements of subsection (b) above, the Authority may perform each of those requirements that was not satisfied by the City in accordance with this Agreement directly or through another appointed agent. The City may not resign or assign any of its responsibilities under this Article 2 without the prior written consent of the Authority.

ARTICLE 3
WATER AND SEWER SERVICE; RATES

3.1 Water Services. (a) The Authority shall provide Water Services in amounts sufficient to meet the requirements of Section 3.1(b) and in compliance with the technical and other requirements as provided in Exhibit A. The City agrees to remit payment for all Water Services provided by the Authority at such rates as the Authority may establish, but only from amounts billed to and collected from Retail Customers. The City shall act as agent for the Authority pursuant to Article 2 with respect to the development of rates, and billing and collecting and enforcing the collection of fees and charges from Retail Customers for Water Services. The City shall establish rates consistent with Applicable Laws that are reasonably projected to meet the revenue requirement the Authority establishes for Retail Customers as well as other costs of the Local Water System; provided that:

(i) rates established by the Authority shall be reasonable in relation to the costs incurred by the Authority for the supply of water; and

(ii) the Authority shall not establish a revenue requirement for Retail Customers for the 2015-2016 Fiscal Year in an amount exceeding the revenue requirement established by DWSD for that period; and

(iii) each year, the Authority shall reflect in the revenue requirement a credit for the Retail Customers located in the City in the amount of $20,700,000 against the portion of the Authority's revenue requirements allocated to the City, representing the return on equity to the City for the Water System in recognition of the City's ownership of the Water System and support of the rate structure for the Water System; and

(b) Usage and Records.

(i) Measurement of City Usage; Records.

A. Annual volume and demands (used interchangeably as Units of Service) of the Local Water System on the Regional Water System will be estimated based on a combination of retail automated meter sales data and estimated sales data for non-automated meter customers, other Prudent Utility Practices measurement techniques, as well as all sources of non-revenue water. To the extent that all or a portion of water sales to the Local Water System becomes measured by master meters, the general approach may be modified. Updates to usage and records data will be governed by the following analyses:

(y) Independent Financial and Engineering Analysis for Units of Service: Commencing upon the Effective Date, the Authority shall conduct an independent financial and engineering analysis, which shall review historical data for the development and documentation of the Fiscal Year 2017 unit of service factors (including annual volumes, maximum daily demand, peak hour demand, and non-revenue water) for the non-master metered customers including the City. The TAC work groups will assist in the review of the information developed and will provide a recommendation to the Board. These units of service factors shall be updated as provided in Exhibit A-II and used in the 2017 water revenue requirement allocations for the Regional Water System. Due to the timing necessary to complete a detailed water audit, best available data will be used to estimate the non-revenue water to meet the rate season deadlines included herein.

(z) Water Audit: Commencing upon the Effective Date, the Authority shall complete a water audit based upon the AWWA methodology. The results of the water audit shall be used to develop the Fiscal Year 2018 revenue requirement allocations. The Parties shall adjust the values located within Exhibit A-II based upon the results of the water audit, best available data and Prudent Utility Practices. Fiscal Year 2018 shall be considered year one of the re-opener cycle as provided in Exhibit A.

B. Future Annual Volumes and Maximum Flow Rates: Until such time as the Local Retail System is completely master metered, the Parties shall use the best available data and Prudent Utility Practices to develop Local Retail System annual volumes and maximum flow rates. It is agreed to by the Parties that beginning in 2018 rate year, exceedances in the Maximum Flow Rates identified within Exhibit A-II (updated in both 2017 and 2018 per (a)(y) and (a)(z) above) shall be subject to the terms of this Agreement.

C. Non-revenue Water: All sources of Non-revenue Water in the Local Water System shall be evaluated and quantified annually using best available data and Prudent Utility Practices for inclusion in the annual volume calculation for the City.

D. Data Review and Recommendation: Upon the effective date of this Agreement, a subcommittee of the TAC will be developed or incorporated in an existing work group, to affirm, validate and estimate the unit of service factors for the City and other non-metered customers. This subcommittee may require the assistance of engineering, financial, accounting, and/or metering consultants to assist with data analytics and review. The subcommittee will be responsible for review of the previous year's data and recommending updates to the values as needed to provide consistency with the development of rates and charges for metered wholesale customers. Once recommendations are developed, the

subcommittee shall report out their conclusions to the Rates Work Groups of the TAC who will evaluate and approve the recommendations or cause them to be refined until they are approved. The Rates Work Groups will review and carry forward their recommendations to the TAC, for review and approval as appropriate. If the staff of the Authority agrees with the values recommended by the TAC, staff will utilize these analytical values in the rate model as are used for wholesale customers. If the Authority staff disagrees with the values recommended for use by the TAC, both sets of values will be utilized in the rate model and presented to the Board for its consideration. In the event a presentation of both sets of values is necessary, the TAC co-chairs shall be allowed to present information as deemed appropriate to the Board to support their recommendations. The City shall be a member of any subcommittees established, the Rates Work Groups, and the TAC.

E. Independent Wholesale Meter Audit: The Authority shall be required to conduct an independent audit of all wholesale meters commencing with the 2017 fiscal year. At a minimum, this audit shall review calibration and testing procedures as well as records for data accuracy, validate the number of days in service, and volume/sales data. This audit shall be conducted on an annual basis with technical review by the Analytical Work Group of the TAC. Results of this audit shall be provided to the Rates Work Group for consideration in development of the revenue requirements for the Regional System.

(ii) Authority Usage. Until such time as the Leased Facilities are completely master metered, the Parties shall use the best available data and Prudent Utility Practices to develop Leased Facility annual volumes and maximum flow rates. Water usage by the Authority in the Leased Facilities connected to and receiving water service from the Local Water System shall be accounted for by applying applicable Prudent Utility Practices, including metering where feasible, and where not metered subject to the quarterly review and concurrence by the City and the Authority. Such usage may be excluded from any calculations used to determine the annual purchase volumes, maximum day demands or peak hour demands for Water Services to Retail Customers from the Authority.

(iii) Water Treatment Production Metering. The Authority shall complete the metering improvements specified in the FY 2016 Water Supply System Capital Improvement Program, Fiscal Years 2016-2020, approved on March 1, 2015 by the Board of Water Commissioners, for the Northeast, Springwells, and Waterworks Park water treatment facilities no later than June 30, 2020. The Authority shall include in a future Authority CIP adequate means of measuring Authority consumption of water at other Regional Water Facilities.

(c) Rate Methodology. The Authority shall adopt, and may amend from time to time, a methodology for ratemaking for the sale of water detailed in this Agreement that complies with Michigan law. The Authority shall provide the City a description of such methodology and any amendment thereto in a form that complies with the provisions of this Agreement and accounts for differences attributable to this Agreement and the Leases. The Authority shall provide the

City any update to its methodology within twenty (20) business days of its adoption by the Board.

(d) The Authority shall apply any portion of the Lease Payments directed by the City to debt service on Authority Bonds to the water revenue requirement established for the City and incorporate in its budget any portion of the Lease Payments directed by the City to the Detroit Local Account in the Water Improvement and Extension Fund.

(e) The City shall repair, maintain, improve and operate the Local Water System in compliance with all Applicable Laws and the requirements of governmental and quasi-governmental permits issued with respect to the Local Water System or that are generally applicable to the Local Water System. Except to the extent caused by an act or omission of the Authority, the City shall be solely responsible for any noncompliance by the Local Water System with any of the foregoing, including the correction of the noncompliance and the payment of the costs thereof, and for the payment of any related fines, penalties, costs, losses or damages related thereto.

3.2 Sewer Services. (a) The Authority shall provide Sewer Services to the Retail Customers in amounts sufficient and in compliance with other technical requirements as described in Exhibit B. The City agrees to remit payment for all Sewer Services provided by the Authority at such rates as the Authority may establish, but only from amounts billed to and collected from Retail Customers. The City shall act and is hereby appointed as agent for the Authority with respect to the development of rates for, and billing and collecting and enforcing the collection of fees and charges from the Retail Customers for Sewer Services. The City shall establish rates consistent with Applicable Laws that are reasonably projected to meet the revenue requirement the Authority establishes for Retail Customers, as well as other costs of the Local Sewer System; provided that:

(i) rates established by the Authority consistent with Exhibit B-V shall be reasonable in relation to the costs incurred by the Authority for the supply of Sewer Services; and

(ii) the Authority shall not establish a revenue requirement for the 2015-2016 Fiscal Year in an amount exceeding the amount currently in effect as established by DWSD for that period; and

(iii) each year, the Authority shall reflect in its rate structure for Sewer Services a credit for Retail Customers in the City in the amount of $5,516,000 against the portion of the Authority's revenue requirements allocated to the City, representing the return on equity to the City for the Sewer System in recognition of the City's ownership of the Sewer System.

(b) Rate Methodology. The Authority shall adopt, and may amend from time to time, the methodology for ratemaking for the sale of Sewer Services that complies with Applicable Laws. The current methodology utilized by DWSD prior to the Effective Date is identified in Exhibit B-V to this Agreement. The Authority shall provide the City any update to its methodology within twenty (20) business days of its adoption by the Board.

(c) The Authority shall apply any portion of the Lease Payments directed by the City to debt service on Authority Bonds to the sewer revenue requirement established for the City and incorporate in its budget any portion of the Lease Payments directed by the City to the Detroit Account in the Sewer Improvement and Extension Fund.

(d) Authority Usage. Sewer Services used by the Authority in the operation of the Leased Facilities connected to and receiving sewer service from the Local Sewer System shall be accounted for by applying applicable Prudent Utility Practices, including metering where applicable, and where not metered subject to the quarterly review and concurrence by the City and the Authority. Such usage shall be excluded from any calculations used to determine the City's cost for Sewer Services to Retail Customers from the Authority.

(e) The City shall repair, maintain, improve and operate the Local Sewer System in compliance with all Applicable Laws and the requirements of governmental and quasi-governmental permits issued with respect to the Local Sewer System or that are generally applicable to the Local Sewer System, including without limitation the provisions of Wastewater Treatment NPDES Permit applicable to the Local Sewer System. Responsibilities for compliance with the Wastewater Treatment NPDES Permit shall be generally allocated as shown on Exhibit B-VI. Except to the extent caused by an act or omission of the Authority, the City shall be solely responsible for any noncompliance by the Local Sewer System with any of the foregoing, including the correction of the noncompliance and the payment of the costs thereof, and for the payment of any related fines, penalties, costs, losses or damages related thereto.

(f) Detroit Local System Usage. Until such time as the Detroit Local System is master metered, sewer usage by all Retail Customers connected to and receiving sewer service from the Detroit Local System shall be accounted for by Prudent Utility Practices including metering where applicable, and where not metered subject to the quarterly review and concurrence by the City and the Authority.

3.3 Notification of Rates and Charges. As soon as possible in the ratemaking process, the Authority shall provide information on proposed rates and charges and the draft data and information used in the calculation of the proposed rates in a format that will enable the City to assist in the ratemaking process. Not less than one hundred twenty (120) days prior to the effectiveness of any new rates, the Authority shall provide the City with written notice of the proposed rates and the underlying data used to calculate the rates. The Authority shall meet with the City to review the rates and the data.

3.4 License. Although the City has retained the right and responsibility to operate the Detroit Local Systems, it hereby grants the Authority the right to use the Detroit Local Systems for the Term (as defined in Section 10.2) of this Agreement, in order to provide Water Services and Sewer Services to customers of the Regional Systems including Retail Customers.

ARTICLE 4
FLOW OF FUNDS

4.1 Deposit of Revenues. Consistent with the assignment of Revenues contained in the Leases, the Authority and the City shall deposit or cause to be deposited all Revenues each receives or collects from the operation of the Systems into the Revenue Receipts Fund of the Authority or, where feasible, directly into the Receiving Fund for the related System. From the Revenue Receipts Fund, the Revenue Receipts Trustee, at the direction of the Authority, shall allocate and cause these funds to be deposited into the appropriate Receiving Fund.

Consistent with Article 2 of this Agreement, the City shall act as an agent of the Authority when collecting the portion of the Revenues derived from the provision of Water Services and Sewer Services to the Retail Customers, and the City shall hold such Revenues in trust for the exclusive benefit of the Authority until such funds are deposited into the Revenue Receipts Fund.

4.2 Application of Revenues. The Revenues deposited into the Revenue Receipts Fund pursuant to Section 4.1 shall be applied in the order provided in and consistent with the flow of funds in the related Master Bond Ordinance. Such transfers shall include:

(a) Disbursements to the City for deposit in a Local Water System operation and maintenance fund and a Local Sewer System operation and maintenance fund of the amounts contained in the Detroit Local System Budget on the first day of each month, in increments equal to that month's budgeted reasonable expenses of administration and operation and the expenses for maintenance of the Detroit Local Systems as may be necessary to preserve the Detroit Local Systems in good repair and working order.

(b) Application of Revenues to pay (i) the City portion of the principal of and interest on that portion of the Authority Bonds issued to finance the cost of improvements to the Detroit Local Facilities; and (ii) the City portion of the principal of and interest on Authority Bonds issued to finance the cost of common-to-all improvements to the Leased Facilities.

(c) Disbursements to the City, in accordance with the flow of funds in each Master Bond Ordinance, of budgeted amounts for the Detroit Local System Account of the Improvement and Extension Fund.

4.3 Application of the Lease Payments. For Fiscal Year 2016, the City directs that $2,327,026 of the Lease Payment for the Regional Water System and $19,991,469 of the Lease Payment for the Regional Sewer System shall be applied to common-to-all debt service for the related Authority Bonds. The balance of the Lease Payments for Fiscal Year 2016 shall be deposited to the Detroit Local System Account in the related Improvement and Extension Fund. For subsequent Fiscal Years, no later than May 1 each year the City shall provide to the Authority a written direction concerning the application of the Lease Payments to be paid by the Authority to the City for the next Fiscal Year (each a "Direction to Apply Lease Payment"). A Direction to Apply Lease Payment shall include direction as to the allocation of the full amount of the Lease Payment for that year, and may also reflect commitment of Lease Payments for future years to the payment of debt service on Authority Bonds, consistent with the Leases. The

Direction to Apply Lease Payment shall direct the Authority to allocate and credit to the City identified portions of the Lease Payment for: (i) the payment of principal of and interest on that portion of the Authority Bonds issued to finance the cost of improvements to the Detroit Local Facilities; (ii) the payment of the City's share of the principal of and interest on Authority Bonds issued to finance the cost of common-to-all improvements to the Leased Facilities; and (iii) the payment of the cost of improvements to and repairs of the Detroit Local Facilities. Upon receipt of the Direction to Apply Lease Payment from the City, the Authority shall ensure that the Lease Payments are allocated to Authority funds and accounts consistent with that direction, and shall honor any direction from the City to release to the City portions of the Lease Payment which are required to be deposited in the Detroit Local System Account in the Authority's Improvement and Extension Fund to the City to be applied to Detroit Local System improvements. The Authority shall transfer such amounts to the designated Bond Funds and the Detroit Local System Account in the related Improvement and Extension Fund at the times specified in the Master Bond Ordinance.

To the extent any portion of the Lease Payments have not previously been encumbered, the City may amend a Direction to Apply Lease Payment at any time during each Fiscal Year, to pay debt service or to pay the cost of an executed contract for improvements to the Detroit Local Facilities. The City may not amend a Direction to Apply Lease Payment to redirect any portion of a Lease Payment previously committed by the City to pay debt service on outstanding Authority Bonds or an executed contract for improvements to the Detroit Local Facilities.

4.4 No Set-off. Neither Party may utilize funds it holds on behalf or for the benefit of the other Party to set off or otherwise satisfy any debt owed by the other Party to the Party holding such funds.

ARTICLE 5
STANDARDS OF PERFORMANCE; COOPERATION

5.1 Standard of Performance. The Authority shall endeavor to perform, or cause to be performed, all Services required under this Agreement in compliance with Prudent Utility Practices, but shall in no event perform the Services at a level of service below the Performance Standards.

5.2 Cooperation of Parties.

(a) The Parties shall cooperate reasonably with each other in connection with any steps required to be taken as part of their respective obligations under this Agreement, and shall (i) furnish upon request to each other such information and data, including maps, which are reasonably accessible and would not cause the Party providing such information and data to violate the terms of any agreement to which it is subject at the time of the request; (ii) execute and deliver to each other such other documents; and (iii) do such other acts and things, all as the other Party may reasonably request that is necessary or convenient to effectuate the purposes of this Agreement and the transactions contemplated hereby.

(b) The Director of DWSD-R and the Chief Executive Officer of the Authority or their designees shall initially meet weekly or at such other interval as they shall reasonably agree

to review data, information and processes relevant to the operation and management of the Systems, including capital improvements, the Authority CIP and the Detroit CIP, maintenance and repairs, and any other issues arising out of the Leases or this Agreement. Such meetings shall include a review of Service delivery and any other issues relevant to this Agreement. The City and the Authority agree to develop plans and protocols for operational coordination, GIS coordination, hydraulic water and sewer modeling, fire hydrant removal coordination and asset identification.

(c) The Parties agree and covenant to coordinate all efforts and undertakings under this Agreement, including the implementation of the Detroit CIP and the Authority CIP, with the goal of maximizing any economies of scale and achieving any other available financial and operational efficiencies from such coordination. The Parties shall develop a long-term plan for the installation of master meters and backflow prevention devices between the Detroit Local Water System and the Regional Water System to be implemented in connection with the implementation of the Detroit CIP, recognizing that the installation of such meters may be implemented over a long period of time. Such plan shall provide for modifications to the Systems as part of replacement projects to facilitate metering implementation.

(d) The City and the Authority shall confer at least annually to develop, coordinate and prioritize a schedule for financing components of the Authority CIP and the City CIP, including grant applications and prioritization of applications for financing through the Michigan Clean Water Revolving Loan Fund or the Drinking Water Revolving Loan Fund.

(e) With respect to each permit issued in the names of both the Authority and the City, the Parties shall identify which Party state regulatory officials should contact regarding questions or enforcement matters and the Parties shall provide such contact information to the issuer of the permit. The Parties shall jointly or separately perform such functions under the Wastewater Treatment NPDES Permit as identified on Exhibit B-VI.

(f) The Parties shall maintain a combined sewer overflow control plan which shall include protocols for the management of City and Authority facilities during wet weather events. The Parties recognize that (i) the City is served by a combined sewer overflow ("CSO") system and that the rate of flow will vary greatly depending upon the rainfall magnitude and other climatological factors, and (ii) under certain conditions the Regional Sewer System will have insufficient capacity to handle all flow generated by the City. The Authority will continue to operate the Regional Sewer System in accordance with the current Michigan Department of Environmental Quality ("MDEQ")-approved Wet Weather Operational Plan (the "Operational Plan") to provide service to the City. In situations where the Operational Plan does not address a particular instance or issue, the Parties agree that the mutual goal of the Parties is to maximize the treatment and disinfection of Flows (as defined in Exhibit B to this Agreement). Review and modification of the Operational Plan may occur periodically as mutually agreed between the Parties, and approved by MDEQ. Such review and/or modification may occur as Sewer System improvements are implemented or adaptive management strategies are found to be effective and formalized. If changes to the Operational Plan are significant and result in increased capacity limits for Authority wholesale customers, an adjustment to the CSO cost allocation or other appropriate cost allocation may be considered.

(g) To the extent the Wastewater Treatment NPDES Permit allows for and requires Green Infrastructure, the City shall be primarily responsible for performing the Green Infrastructure Program required by Part I. Section A.15.d.5.a. of the Wastewater Treatment NPDES Permit, including achieving the wet weather flow removal goal and annual average expenditure requirement. The City also shall be primarily responsible for performing the elective Green Infrastructure elements of Part I. Section A.15.d.5.b. of the Wastewater Treatment NPDES Permit. The City's responsibility shall be limited to projects in the City. Subject to the City's reasonable approval, the Authority may propose additional Green Infrastructure Projects on properties located in but not owned by the City to the extent the projects are demonstrated to provide cost effective reduction of wet weather flow into sewers. Subject to the Authority's reasonable approval, the City may apply any wet weather flow removed, and expenditure made, by any additional Green Infrastructure Projects performed by the Authority to meet the flow removal and annual expenditure requirements of the Wastewater Treatment NPDES Permit. In the event the City fails to implement any Green Infrastructure required under the Wastewater Treatment NPDES permit in the timeline provided in such permit, the Authority may implement Green Infrastructure Programs in the City in order to meet the permit requirements. In such event, the Authority shall give the City notice of its intent to implement Green Infrastructure in the City in the following Fiscal Year no later than the end of the each December after the Authority's review of the report provided to MDEQ in August of each year.

(h) The Authority shall have the right to review and approve the City's construction plans for meter facilities at new water distribution points to be connected to the Leased Water Facilities, water mains sized twenty-four inches and larger, pump stations, reservoirs, water towers, and any other construction that will cross, or be within close proximity to, or have influence upon the Leased Water Facilities. The Authority's approval of construction plans shall be timely and shall not be unreasonably withheld.

5.3 City Budget; Detroit CIP; Application of Lease Payments. Each year the City shall provide the Authority with: (i) the budget forecast for the Detroit Local Systems pursuant to Section 5.3(a); (ii) the budgets for the operation and maintenance and other funding requirements of the Detroit Local Systems (the "**Detroit Local System Budgets**") pursuant to Section 5.3(b); (iii) the Detroit CIP pursuant to Section 5.3(d); and (iv) the Direction to Apply Lease Payment (as defined in Section 4.3) pursuant to Section 4.3. The Detroit Local System Budgets for Fiscal Year 2015-2016 shall be the portions of the DWSD Fiscal Year 2015-2016 budget adopted on March 11, 2015 by the Board of Water Commissioners allocated to the Local Water System and the Local Sewer System. The allocation of responsibilities and charges listed in the Service Delivery Schedules attached to the Shared Services Agreement between the Parties shall not alter the Detroit Local System Budgets for Fiscal Year 2015-2016. On the Effective Date, the Authority shall deposit into each of the WRAP Fund, the Budget Stabilization Fund for each System and the funds designated by the City for application of the Lease Payments for Fiscal Year 2016 an amount equal to the annual deposit required for such fund or Lease Payment for Fiscal Year 2016 divided by twelve, which shall be multiplied by the number of months already elapsed during such Fiscal Year.

(a) Preliminary Budget Forecast. The City agrees to provide the Authority with a preliminary budget forecast for the Detroit Local Systems. Commencing with the Fiscal Year beginning July 1, 2016, the City shall prepare and submit to the Authority on or before January 1

of each year, a preliminary two-year budget forecast for the Detroit Local Systems for the following two Fiscal Years that sets forth projected revenues and expenses for each such Fiscal Year. The preliminary budget forecast shall set forth the City's assumptions for at least that two-year period with respect to demand for Water Services and Sewer Services and the expected delinquency level for amounts billed to Retail Customers in the City. The preliminary forecast for each such Fiscal Years shall project revenues necessary to generate the sum of the projected expenses and revenue requirements for the Detroit Local Systems for such Fiscal Years (collectively, the "Local Revenue Requirement") and the City share of the Authority's revenue requirement, including without limitation the following:

(i) the amounts reasonably necessary to fund all expenses of administration and operation and the expenses for maintenance as may be necessary to preserve the Detroit Local Systems in good repair and working order;

(ii) the Detroit Local Systems' share of the common-to-all amounts required to fund the Lease Payments;

(iii) the Detroit Local Systems' share of debt service on the portion of the Authority Bonds issued to finance capital improvements to the Regional Systems and the Detroit Local Systems not covered by Lease Payments;

(iv) the amounts necessary to fund the Detroit CIP or make deposits to the Detroit Local Improvement and Extension Account of the Improvement and Extension Funds in the applicable Master Bond Ordinance from Retail Revenues, a portion of the Lease Payments or bond proceeds;

(v) the Detroit Local Systems' share of the (x) common-to-all portion of liability assumed by the Authority on behalf of DWSD as a result of the City's Plan of Adjustment, including costs of (A) debt service on the B Notes, (B) debt service on the C Notes, and (C) funding for the City's frozen General Retirement System pension plan, and (y) the portion of such liabilities associated with Detroit Local System employees;

(vi) the amount necessary to be deposited to the WRAP Fund, which shall be equal to 0.5% of the base budgeted operating revenues for the Detroit Local Systems for such Fiscal Year;

(vii) (y) for each of Fiscal Years 2016, 2017 and 2018, an amount equal to one-third of the Budget Stabilization Requirement; and (z) for subsequent Fiscal Years one-third of the amount necessary to assure that the Budget Stabilization Requirement will be on deposit in the Budget Stabilization Fund within three full Fiscal Years [for purposes of the required deposit for Fiscal Year 2016 the amount shall aggregate $7,919,026, and shall be $2,327,026 for the Local Water System and $5,591,469 for the Local Sewer System]; and

(viii) any other amount that the City may be required to pay to the Authority in order to satisfy its revenue requirement from the Authority for such Fiscal

Years. If the Authority issues bonds or other debt to satisfy its portion of liability associated with the City's frozen General Retirement System pension plan, the City shall include its portion of the debt service thereon in the Detroit Local System Budgets.

The City shall prepare an impact statement with respect to any new, modifications for or other changes in program or activity levels and revenue requirements for the forecast period. The impact statement shall include an explanation of the rationale for the change and the financial impact of the change on current and future budgets. The City and the Authority agree to act in good faith and to meet to review the budget forecast and the assumptions therefore relating to demand for Water Service and Sewer Service and delinquencies and any other significant assumptions. If City and Authority administrators are unable to resolve differences of opinion regarding the assumptions, then the Reconciliation Committee shall meet promptly for the purpose of reaching consensus.

(b) Adopted Budget. No later than March 23 of each year, commencing March 23, 2016, the City shall develop, adopt and provide the Authority with a copy of the Detroit Local System Budgets for the following two Fiscal Years. The Detroit Local System Budgets shall identify the Local Revenue Requirement for each Local System and shall include for each such Fiscal Year, at a minimum:

(i) the amounts reasonably necessary to fund all expenses of administration and operation and the expenses for maintenance as may be necessary to preserve the Detroit Local Systems in good repair and working order;

(ii) the Detroit Local Systems' share of the common-to-all amounts required to fund the Lease Payments;

(iii) the Detroit Local Systems' share of debt service on the portion of the Authority Bonds issued to finance capital improvements to the Regional Systems and the Detroit Local Systems not covered by Lease Payments;

(iv) the amounts necessary to fund the Detroit CIP or make deposits to the Detroit Local Improvement and Extension Account of the Improvement and Extension Funds in the applicable Master Bond Ordinance from Retail Revenues, a portion of the Lease Payments or bond proceeds;

(v) the Detroit Local Systems' share of the (x) common-to-all portion of liability assumed by the Authority on behalf of DWSD as a result of the City's Plan of Adjustment, including costs of (A) debt service on the B Notes, (B) debt service on the C Notes, and (C) funding for the City's frozen General Retirement System pension plan, and (y) the portion of such liabilities associated with Detroit Local System employees;

(vi) the amount necessary to be deposited to the WRAP Fund, which shall be equal to 0.5% of the base budgeted operating revenues for the Detroit Local Systems for such Fiscal Year;

(vii) (y) for each of Fiscal Years 2016, 2017 and 2018, an amount equal to one-third of the Budget Stabilization Requirement; and (z) for subsequent Fiscal Years one-third of the amount necessary to assure that the Budget Stabilization Requirement will be on deposit in the Budget Stabilization Fund within three full Fiscal Years [for purposes of the required deposit for Fiscal Year 2016 the amount shall aggregate $7,919,026, and shall be $2,327,026 for the Local Water System and $5,591,469 for the Local Sewer System]; and

(viii) any other amount that the City may be required to pay to the Authority in order to satisfy its revenue requirement from the Authority for such Fiscal Years. If the Authority issues bonds or other debt to satisfy its portion of liability associated with the City's frozen General Retirement System pension plan, the City shall include its portion of the debt service thereon in the Detroit Local System Budgets.

(c) Tracking. The City shall, within 45 days following the end of each fiscal quarter of each Fiscal Year, furnish to the Authority a comparison of actual revenues and expenses for such fiscal quarter against the budgeted amounts in each Detroit Local System Budget. If the Authority determines that for such fiscal quarter there is a significant unfavorable variance which is reasonably expected to have a negative effect on the Authority's budget with respect to revenues or any of the following expense categories: (i) compensation (including wages, salaries and fringe benefits), (ii) operation and maintenance expenses and (iii) debt service, then the Reconciliation Committee shall meet promptly for the purpose of reviewing actions the City proposes to take to address such significant unfavorable variance. Following the meeting of the Reconciliation Committee, the City agrees to take actions to address any such significant unfavorable variance and to make appropriate adjustments to the related Detroit Local System Budget in the current and succeeding Fiscal Year. Favorable variances may be incorporated into the budget by following the same process. An impact statement shall be prepared for each such action, and the impact of any budget amendments shall be carried through, as appropriate, in budget forecasts for subsequent Fiscal Years. The Authority may draw on the Budget Stabilization Fund an amount equal to the amount by which actual bad debt expense of the Retail Customer class exceeds the budgeted bad debt expense for that class. At least quarterly, and in connection with the preparation of the annual audit for the Local Water System and the Local Sewer System, the chief financial officers of the Authority and DWSD-R shall determine whether a draw on the Budget Stabilization Fund is necessary. In the event the chief financial officers cannot reach agreement on whether a draw is necessary, the Reconciliation Committee shall promptly meet for the purpose of resolving such disagreement. Amounts on deposit in the Budget Stabilization Fund in excess of the Budget Stabilization Requirement for the following Fiscal Year based on audited financial statements shall be transferred to the Detroit Local Improvement and Extension Account of the Improvement and Extension Fund in the applicable Master Bond Ordinance.

(d) Detroit CIP.

(i) No later than February 1 of each year, the City shall develop and provide the Authority with a copy of its current Detroit CIP for the Detroit Local Facilities. The

Detroit CIP shall include the capital improvements and estimate of the costs therefor which the City plans to undertake in the next Fiscal Year, and projected capital improvement projects and estimates for the five years following. At least three months prior to finalizing each Detroit CIP and any modifications thereto, the City shall provide a copy of the proposed CIP to the Authority solely for the purpose of: (A) coordinating the Detroit CIP and the Authority CIP to maximize economies of scale, minimize service disruptions and to achieve other efficiencies from a coordinated implementation effort, and (B) providing notice to the Authority of any financing requirements of the City for the Detroit Local Facilities to be satisfied from Lease Payments and/or the issuance of Authority Bonds or requests for collaboration on grant applications or other funding opportunities. Upon receipt of the adopted Detroit CIP from the City, consistent with Section 5.2(d), the Authority shall ensure that its financial planning and budgeting reflect the foregoing requirements.

(ii) The City agrees that, in conjunction with the implementation of the Detroit CIP and consistent with the plan developed pursuant to Section 5.2(c), it will install master water meters to measure consumption by the Detroit Local Water System and cross connection controls between the Detroit Local Water System and the Regional Water System.

5.4 Third Party Disputes. Each Party hereby agrees to reasonably assist the other Party in the event any disputes arise between any Party and any third party arising out of the operation and maintenance of the Systems. In the event of a dispute between the Authority or the City and any third party, the City and the Authority shall cooperate with each other to resolve and defend such dispute. Any disputes between the City and the Authority arising under this Section 5.4 shall be resolved pursuant to Section 7.3.

5.5 Systems Operation Costs. Each year, each Party shall provide to the other Party information and data regarding its actual costs associated with providing Water Services and Sewer Services to its respective wholesale and Retail Customers for the following Fiscal Year to allow the other Party to establish the revenue requirements for the Systems.

5.6 First Response; Findings. The City shall be the first responder for unscheduled and/or emergency situations (e.g. main breaks, sinkholes, etc.) which may arise in those portions of the Systems' water transmission and distribution system and wastewater collection system within the City. The City shall promptly respond when necessary and work diligently to stabilize (e.g. notify miss-dig, throttle valves, install traffic control), using Prudent Utility Practices, the affected portion of the Systems, to protect public health and safety and minimize property damage, regardless of responsibility for that portion of the Systems. The City will notify the Authority, in accordance with established protocols, prior to taking actions beyond those necessary to stabilize the affected portion of the Systems. Each Party reserves the right to take over response actions to the extent that the action is related to an asset for which it has operating responsibility.

The Parties shall establish mutually agreeable and coordinated response protocols for unscheduled and/or emergency response situations and include the protocol in the Shared Services Agreement. In all cases where investigation and/or work is to be or has been performed

by a Party, the responding staff of that Party is to respond promptly, take necessary actions in accordance with Prudent Utility Practices, standards, exercise due care, document the results of any investigation, and notify the other Party of all findings. Any disputes arising from such unscheduled and/or emergency repairs shall be resolved pursuant to Section 7.3.

ARTICLE 6
DEFAULTS; REMEDIES

6.1 Defaults. Either Party shall be in default under this Agreement if it fails to fully perform and comply with any of the terms, conditions or provisions of this Agreement after it has received thirty (30) days' notice of such default, provided that if such failure cannot be remedied within such thirty (30) day cure period, the defaulting Party shall not be in default if it commits to remedy within the thirty (30) day cure period and diligently pursues the remedy to its completion.

6.2 Remedies. (a) Upon default of the Authority, the City may, at its sole option and as its exclusive remedy, pursue any rights and remedies available to such Party at law or in equity under this Agreement as determined in accordance with the Dispute Resolution procedures described in Article 7, including specific performance; provided, that the City may not terminate this Agreement.

(b) Upon default of the City, the Authority may but is not required to: (i) terminate the agency created under Article 2 and exercise all rights granted to the City thereunder, which includes the power of the Authority to establish rates to be paid by the Retail Customers for the Services and to charge, bill and collect from the Retail Customers amounts due for the Services; and (ii) pursue all rights and remedies available to the Authority under Article 7 of this Agreement; provided, that the Authority may not terminate this Agreement and shall continue to provide those Services as required by, and in accordance with the terms of, Article 3. The foregoing remedies are the exclusive remedies available upon a default for non-payment by the City.

6.3 Waiver. The failure of any Party to insist in any one instance upon strict performance by the other Party of its obligations under this Agreement shall not constitute a waiver or relinquishment of any such obligations as to any other instances. No covenant or condition of this Agreement may be waived by either Party except in a writing signed by that Party, and the forbearance or indulgence of that Party in any regard whatsoever and regardless of the duration of such forbearance or indulgence shall not constitute a waiver of the covenant, condition or obligation until performed or waived in writing, and that Party shall be entitled to invoke any remedy available to that Party under this Agreement despite the forbearance or indulgence.

ARTICLE 7
DISPUTE RESOLUTION

7.1 Disputes; Resolution. (a) The Authority and the City shall each designate in writing to the other from time to time a representative who shall be authorized to resolve any dispute relating to the subject matter of this Agreement in an equitable manner and, unless

otherwise expressly provided herein, to exercise the authority of such party to make decisions by mutual agreement.

(b) The City and the Authority each agree (i) to attempt to resolve all disputes arising hereunder promptly, equitably and in a good faith manner and (ii) to provide each other with reasonable access during normal business hours to any and all non-privileged written records, information and data pertaining to any such dispute.

(c) If any dispute relating to the subject matter of this Agreement is not resolved between the City and the Authority pursuant to this Section 7.1 within 30 days from the date on which a party provides written notice to the other party of such dispute and of the notifying party's position on the disputed matter, then upon written notification by either party to the other party, such dispute shall be settled exclusively and finally by binding arbitration in accordance with Section 7.2.

(d) During the pendency of any dispute and until such dispute is resolved the Parties shall continue to operate under the terms of this Agreement.

7.2 Arbitration. (a) It is specifically understood and agreed that any dispute or claim arising under or relating to this Agreement that cannot be resolved between the City and the Authority, other than disputes arising under Section 7.3, including any matter relating to the interpretation or performance of this Agreement, shall be submitted to binding arbitration irrespective of either the magnitude thereof or the amount in dispute.

(b) Each arbitration between the City and the Authority shall be conducted pursuant to the Uniform Arbitration Act, Act No. 371, Public Acts of Michigan, 2012 ("Act 371").

(c) The arbitration shall be conducted before a panel composed of three arbitrators (the "Arbitration Panel"). Each party shall appoint an arbitrator, obtain its appointee's acceptance of such appointment and deliver written notification of such appointment and acceptance to the other party within 15 days after delivery of a notice of arbitration. The two arbitrators appointed by the City and the Authority shall jointly appoint the third (who shall be the chairperson), obtain the acceptance of such appointment and deliver written notification of such appointment within 15 days after their appointment and acceptance.

(d) Any arbitration commenced hereunder shall be completed within 120 days after the appointment of the Arbitration Panel absent agreement of the City and the Authority to the contrary. Further, absent agreement of the City and the Authority or, upon request of one of the Parties, an order from the Arbitration Panel to the contrary: (i) all discovery shall be completed within 60 days after the appointment of the Arbitration Panel; (ii) each Party shall be limited to a maximum of 5 depositions; (iii) each deposition shall be completed within a maximum period of two consecutive 8-hour days; (iv) each Party shall be limited to 2 expert witnesses; and (v) interrogatories shall be limited to a maximum of 50 single issues without sub-parts. The City and the Authority waive any claim to any damages in the nature of punitive, exemplary or statutory damages in excess of compensatory damages or otherwise expressly provided for herein, and the Arbitration Panel is specifically divested of any power to award such damages. The Arbitration Panel shall have the power to award injunctive or other equitable relief. All

decisions of the Arbitration Panel shall be pursuant to a majority vote. Any interim or final award shall be rendered by written decision.

(e) If either the City or the Authority fails to appoint its arbitrator within 15 days after delivery of a notice of arbitration, or if the two arbitrators appointed cannot agree upon the third arbitrator within 15 days after appointment of the second arbitrator, then the required arbitrator(s) shall be appointed by the American Arbitration Association or as otherwise agreed by the City and the Authority.

(f) No arbitrator shall be a past or present employee or agent of, or consultant or counsel to, either the City or the Authority or any affiliate of either the City or the Authority.

(g) The Authority and the City shall each bear the out-of-pocket costs and expenses of their respective arbitrator, attorneys and witnesses, and they shall each bear one-half of the out-of-pocket costs and expenses of the chairperson of the Arbitration Panel and all administrative support for the arbitration.

7.3 Disputes Arising from Physical, Technical and Mechanical Issues. (a) If any disputes arise between the City and the Authority regarding physical, technical or mechanical issues arising under this Agreement (but specifically excluding any claims that may arise under Act 222, Public Acts of Michigan, 2001, as amended), including but not limited to the assignment of responsibility for breaks or failures of water and sewer pipes or other mechanical failures based on the operating control of the respective portion of the facilities, and the Parties do not resolve such dispute within fourteen days, or such other time mutually agreeable to the Parties, after the City or the Authority expresses its disagreement with the position of the other Party to such matters, a committee consisting of one officer (as well as such other employees with expertise in the particular area of dispute) of the Authority and one officer (as well as such other employees with expertise in the particular area of dispute) of the City shall meet and attempt in good faith to resolve such dispute. If such committee is unable to resolve such dispute within fourteen days, or such other time mutually agreeable to the Parties, following their initial meeting, then the Parties shall select a panel of three engineers with experience in the design, construction, or operation and maintenance of a water and sewer utility system in the same manner as the Arbitration Panel is selected pursuant to Section 7.2(c)(the "Engineer Panel"), and the Engineer Panel shall be designated to consider and decide the issues raised by such dispute unless both Parties determine that further discussions by the committee are merited. The Engineer Panel shall be designated not later than the third day following the expiration of the second fourteen-day or other period described above, such designation to become effective on the third day following such designation. Within ten days after the designation of the Engineer Panel, the Authority and the City shall each submit to the Engineer Panel a notice (a "Technical Position Notice") setting forth in detail such Party's position in respect of the issues in dispute. Such notice shall include supporting documentation, if appropriate.

(b) The Engineer Panel shall complete all proceedings and issue its decision with regard to the issues under dispute as promptly as reasonably possible, but in any event not later than ten days after the date on which both Technical Position Notices are submitted, unless the Engineer Panel reasonably determines that additional time is required in order to give adequate consideration to the issues raised. In such case, the Engineer Panel shall state in writing its

reasons for believing that additional time is needed and shall specify the additional period required, which period shall not exceed ten days without the City's and the Authority's agreement.

(c) In resolving a dispute under this section, the Engineer Panel shall consider all facts and circumstances the panel deems reasonable given the nature of the dispute.

(d) The Engineer Panel shall choose either the City's position or the Authority's position as set forth in their respective Technical Position Notices or shall choose from each Party's Technical Position Notices the portions that are technically correct. If the Engineer Panel determines that the position set forth in the City's Technical Position Notice is correct, the panel shall so state and shall state the appropriate actions to be taken by the Authority. In such case, the Authority shall promptly take such actions. If the Engineer Panel determines that the position set forth in the Authority's Technical Position Notice is correct, the panel shall so state and shall state the appropriate actions to be taken by the City. In such case, the City shall promptly take such actions. If the Engineer Panel determines that a portion of the City's Technical Position Notice is correct and a portion of the Authority's Technical Position Notice is correct, the panel shall so state and shall state the appropriate actions to be taken by each respective Party. In such case, the respective Party shall promptly take such actions. The Engineer Panel may assign responsibility of the costs of repairs undertaken by a Party to the Party that is responsible for such water and sewer pipes. The decision of the Engineer Panel shall be final and non-appealable; provided that, any such decision may be treated as an arbitration award for purposes of enforcement.

(e) The Authority and the City shall each bear the out-of-pocket costs and expenses of their respective engineer, attorneys and witnesses, and they shall each bear one-half of the out-of-pocket costs and expenses of the chairperson of the Engineer Panel and all administrative support for the arbitration.

7.4 Appeals of Arbitration Awards and Decisions. The City or the Authority may appeal an award or decision issued by the Arbitration Panel for the reasons set forth in Section 23 of Act 371 (MCL 691.1703).

7.5 Enforcement of Arbitration Awards and Decisions. The City or the Authority may enforce any awards or decisions of the Arbitration Panel issued under Section 7.2 or the Engineer Panel under Section 7.3 pursuant to Section 22 of Act 371 (MCL 691.1702). The provisions of this Article 7 shall be the sole and exclusive remedy of the parties with respect to any claim or dispute, other than disputes arising under Section 7.3 of this Agreement. The City and the Authority agree not to bring, or cause to be brought, in a court of law any action, proceeding or cause of action whatsoever with respect to any such claim or dispute, other than as necessary to enforce the award or decision of the Arbitration Panel or the Engineer Panel as provided in this Section 7.5.

ARTICLE 8
REPRESENTATIONS, WARRANTIES AND COVENANTS

8.1 The City. The City hereby represents, warrants and covenants that:

(a) All necessary permissions, approvals, reviews, or any other forms of acquiescence necessary to authorize the City to enter into this Agreement have been obtained and conducted.

(b) The City shall use commercially reasonable efforts to provide all information within its control requested by the Authority to the Authority necessary to effectuate the purposes of this Agreement.

(c) The City shall use its best efforts to take commercially reasonable actions to minimize the cost of services to be provided pursuant to this Agreement by the City as the agent of the Authority.

(d) The City shall take all actions within its control necessary to maintain the exclusion of the interest on Authority Bonds from adjusted gross income for federal income purposes under the Internal Revenue Code of 1986, as amended (the "Code") including, but not limited to, actions relating to the rebate of arbitrage earnings, if applicable, and the expenditure and investment of Authority Bond proceeds and moneys deemed to be Authority Bond proceeds.

(e) The City shall not provide free service to any customer of the Detroit Local System, including Authority operated and City-owned property and facilities.

(f) The City shall cooperate with the Authority with respect to the development and submission of applications for all local, state, and federal permits necessary for the operation of the Regional Systems, including submitting permit applications in its name on behalf of the Authority, and shall take all action necessary to maintain compliance with the terms of any permits issued in its name.

(g) The City shall provide efficient management and operation of the Detroit Local System on the basis of sound business principles and it will not incur expense for the operation, maintenance and administration of the Detroit Local System in excess of the amounts reasonably and necessarily required therefor.

(h) Unless the City's agency relationship under Article 2 is terminated pursuant to Section 2.2 with respect to such matters, the City shall establish such rates as necessary, and ensure collection and enforcement of collection of such charges, in amounts, together with other Revenues available to the City therefor, necessary to satisfy the Local Revenue Requirement and the Retail Customers' share of the Authority Revenue Requirement (as defined in the Leases) for each System and ensure the provision of reliable Water Services and Sewer Services to Retail Customers.

(j) The City shall manage and operate the Detroit Local System Facilities in accordance with the Performance Standards.

(k) While any Authority Bonds remain outstanding, the City shall maintain or cause to be maintained insurance (which may include self-insurance) on the Detroit Local Facilities with commercially reasonable and available coverage.

(l) Unless some other disposition or application is required by law or by contract, the City shall retain proceeds of the disposition of any portion of the Detroit Local Facilities within the Detroit Local Systems.

(m) The City will keep proper books of record and account in which shall be made full and correct entries of all transactions relating to the Detroit Local Systems. The City shall have an annual audit of the books of record and account of the Detroit Local Systems for the preceding Fiscal Year made each year.

(n) The City will not operate, and unless otherwise required by law, will not grant rights to any person, firm or corporation to operate, a water supply system or a sewage disposal system that will compete with the Regional Systems or the Detroit Local Systems; provided that nothing in this subsection shall prohibit the implementation of Green Infrastructure Programs.

(o) Subject to reasonable security and safety regulations and reasonable requirements as to notice, the Trustee for the holders of the Authority Bonds, designated consultants of the Authority and their duly authorized agents shall have the right at all reasonable times to enter and inspect the Detroit Local Facilities in the performance of their respective duties. Such parties shall also have the right to inspect the books and records of the City pertaining to the Detroit Local Systems, subject to reasonable requirements as to notice and during regular business hours.

8.2 The Authority. The Authority hereby represents, warrants and covenants that:

(a) All necessary permissions, approvals, reviews, and any other forms of acquiescence necessary to authorize the Authority to enter into this Agreement and perform the Authority Services have been obtained and conducted.

(b) To the extent permitted by law, the Authority shall use commercially reasonable efforts to provide all information within its control requested by the City to the City necessary to effectuate the purposes of this Agreement.

(c) The Authority shall use its best efforts to take commercially reasonable actions to minimize the cost of Services to be provided by the Authority hereunder.

(d) The Authority shall cooperate with the City with respect to the development and submission of applications for all local, state, and federal permits necessary for the operation of the Systems, including preparing the permit applications to be submitted in the City's name on behalf of the Authority, and shall take all action necessary to assist the City in maintaining compliance with the terms of any permits issued in the City's name.

(e) The Authority shall, to the extent permitted by law, take all actions within its control necessary to maintain the exclusion of the interest on any bonds issued or assumed by the Authority or the City from adjusted gross income for federal income purposes under the Code including, but not limited to, actions relating to the rebate of arbitrage earnings, if applicable, and the expenditure and investment of Authority Bond proceeds and moneys deemed to be Authority Bond proceeds.

(f) The Authority shall establish such rates as necessary, and ensure collection of such rates, in an amount necessary to ensure the reliable and efficient sale of Water Supply and Sewer Services to its customers consistent with state law and to ensure the payment to or for the benefit of the City of all amounts required under this Agreement and the Leases.

ARTICLE 9
AMENDMENTS AND PRIORITY OF DOCUMENTS

9.1 Amendments. This Agreement can be amended only by written agreement executed and approved by both Parties, as applicable. Approval by the Board shall be by supermajority vote.

9.2 Conflicting Provisions. In the event of a conflict between any of the provisions contained in the body of this Agreement and the provisions contained in any of the exhibits thereto, as the same may be amended from time-to-time, the provisions contained in the body of this Agreement shall control and take precedence.

ARTICLE 10
EFFECTIVE DATE; TERM

10.1 Effective Date. This Agreement shall become effective on the later of the date that each of the following events have occurred: (i) the approval and execution of this Agreement by the Mayor; (ii) the approval by the affirmative vote of 5 of 6 members of the Board and execution by the Authority; (iii) the Water Lease becomes effective, and (iv) the Sewer Lease becomes effective.

10.2 Term. This term of this Agreement ("Term") shall run concurrently with the terms of the Leases as such may be extended, with no right of termination prior to expiration.

ARTICLE 11
MISCELLANEOUS

11.1 Assignment, Successors and No Third Party Rights. No Party may assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the other Parties. This Agreement will apply to, be binding in all respects upon and inure to the benefit of the successors and permitted assigns of the Parties. Nothing expressed or referred to in this Agreement will be construed to give any Person other than the Parties to this Agreement any legal or equitable right, remedy or claim under or with respect to this Agreement or any provision of this Agreement.

11.2 Severability. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

11.3 Governing Law. This Agreement shall be governed by the laws of the State of Michigan.

11.4 Entire Agreement. This Agreement sets forth the entire agreement between the Parties and supersedes any and all prior agreements or understandings between them in any related to the subject matter of this Agreement. It is further understood and agreed that the terms and conditions of this Agreement are contractual and are not a mere recital and that there are no other agreements, understandings, contracts, or representations between the Parties in any way related to the subject matter of this Agreement, except as expressly stated in this Agreement.

11.5 Notices. Any and all correspondence or notices required, permitted, or provided for under this Agreement to be delivered to any Party shall be sent to that Party by first class mail at the address provided below, or to such other address as directed in writing provided to a Party by the Party to whom the notice is to be directed. All such written notices shall be addressed to each other Party's signatory to this Agreement. All correspondence shall be considered delivered to a Party as of the date that the notice is deposited with sufficient postage with the United State Postal Service. A notice of termination shall be sent via certified mail to the address included with each Party's signature to this Agreement. Unless otherwise directed, notices shall be mailed to the following addresses:

If to the Authority: Great Lakes Water Authority
735 Randolph Street
Detroit, MI 48226
Attention: Chief Executive Officer

If to City: City of Detroit Water and Sewerage Department
735 Randolph Street
Detroit, MI 48226
Attention: Director

With a copy to: City of Detroit
Office of the Mayor
Coleman A. Young Municipal Center
2 Woodward Ave.
11th Floor
Detroit, MI 48226

11.6 Force Majeure. Any delay or failure in the performance by either Party hereunder shall be excused if and to the extent caused by the occurrence of a Force Majeure. For purposes of this Agreement, Force Majeure shall mean a cause or event that is not reasonably foreseeable or otherwise caused by or under the control of the Party claiming Force Majeure, including acts of God, fires, floods, explosions, riots, wars, tornado, sabotage, terrorism, vandalism, accident, restraint of government, governmental acts, and injunctions that prevent the claiming Party from furnishing the Services, materials or equipment, and other like events that are beyond the reasonable anticipation and control of the Party affected thereby, despite such Party's reasonable efforts to prevent, avoid, delay, or mitigate the effect of such acts, events or occurrences, and which events or the effects thereof are not attributable to a Party's failure to perform its obligations under this Agreement.

11.7 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and

the same instrument. The exchange of copies of this Amendment and of signature pages by facsimile or PDF transmission shall constitute effective execution and delivery of this Amendment as to the parties hereto and may be used in lieu of the original Amendment for all purposes. Signatures of the Parties hereto transmitted by facsimile or PDF shall be deemed to be their original signatures for all purposes.

11.8 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties hereto. No Party to this Agreement may assign its rights, nor delegate its duties under this Agreement to any other person without obtaining the written agreement of the other Party in advance.

11.9 Rules of Construction. The Parties hereto agree that they have been represented by counsel during the negotiation and execution of this Agreement and, therefore, waive the application of any law, regulation, holding or rule of construction providing that ambiguities in an agreement or other document will be construed against the party drafting such agreement or document.

11.10 Headings. The section titles contained in this Agreement are and shall be without substantive meaning or content of any kind whatsoever and are not a part of the agreement between the Parties hereto, except when used to reference a section. Any reference to the number of a clause, sub-clause or subsection hereof immediately followed by a reference in parenthesis to the title of the Section containing such clause, sub-clause or subsection is a reference to such clause, sub-clause or subsection and not to the entire Section; provided, that in case of direct conflict between the reference to the title and the reference to the number of such Section, the reference to the title shall govern absent manifest error. If any reference to the number of a Section (but not to any clause, sub-clause or subsection thereof) is followed immediately by a reference in parenthesis to the title of a Section, the title reference shall govern in case of direct conflict absent manifest error.

(Signature page follows)

IN WITNESS WHEREOF, the CITY OF DETROIT and the GREAT LAKES WATER AUTHORITY have executed this Lease by its duly authorized officers as of the day and year first above written.

CITY OF DETROIT

By: _____

Its: Mayor

GREAT LAKES WATER AUTHORITY

By: _____

Its: Chairperson

And: _____

Its: Secretary

Approved on May 18, 2015 by City of Detroit Financial Review Commission

WATER AND SEWER SERVICES AGREEMENT

EXHIBIT A

WATER SERVICE SPECIFICATIONS

ARTICLE 1
DEFINITIONS

1.01 Capitalized words or expression not defined in this Exhibit A shall have the meaning assigned thereto in the body of the Agreement. The following words and expressions, or pronouns used in their stead, shall be construed as follows in this Exhibit A:

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

"Annual Volume" shall mean the volume of water used by the Local Water System for the period of July 1st to June 30th, measured as provided in the Agreement and based on Prudent Utility Practices and best available data.

"Authority Maximum Day" shall mean the maximum reported water production day for the Regional Water System during any twenty-four hour period as measured from 12:00 a.m. Eastern Standard Time in any given calendar year, as determined by Authority in reviewing water production and storage reports.

"Authority Peak Hour" shall mean the hour during the Authority Maximum Day in which the most water is delivered to the Regional Water System, measured from top-of-the-hour to top-of-the-hour (e.g. 7:00 a.m. to 8:00 a.m.), and as determined by Authority in reviewing water production and pumping reports. In calculating the Authority Peak Hour, the time period from 11:00 PM to 5:00 AM Eastern Standard Time (EST) shall not be considered provided, however, that if the City has an approved Filling Schedule, the time period specified in the Filling Schedule shall supersede the time period of 11:00 PM to 5:00 AM EST.

"City Maximum Day Demand" shall mean the Local Water System's recorded water usage determined based on Prudent Utility Practices and best available data on the Authority Maximum Day. The City Maximum Day Demand shall, in conjunction with the City Peak Hour Demand, be a component of its Maximum Flow Rate.

"City Peak Hour Demand" shall mean the Local Water System's recorded water usage determined based on Prudent Utility Practices and best available data during the Authority Peak Hour. The City Peak Hour Demand, in conjunction with the City Maximum Day Demand, shall be a component of its Maximum Flow Rate.

"City Retail Customer Class" means the Retail Customers.

"Filling Schedule" shall have the meaning ascribed in Article 22 herein.

"Maximum Flow Rate" shall mean the aggregate amount of water usage that the Local Water System commits not to exceed, as determined by the City Maximum Day Demand and the City Peak Hour Demand, collectively.

"Meter Facilities" shall mean a location in which a water meter is housed including, without limitation, meter pits and meter vaults.

"Minimum Annual Volume" shall mean fifty percent of the Local Water System's Projected Annual Volume.

"Pressure Problem" shall have the meaning ascribed in Article 5 herein.

"Pressure Range" shall have the meaning ascribed in Article 5 herein.

"Projected Annual Volume" shall mean the projected volume of water used by the Local Water System for the period of July 1st to June 30th measured as provided in the Agreement and based on Prudent Utility Practices and best available data as set forth in Exhibit A-II.

"Service Area" shall mean the mutually agreed upon area where the City is permitted to distribute water received from the Authority under the terms of the Agreement which (a) may be entirely within the corporate limits of the City or may exceed the corporate limits of the City and (b) which may or may not include the entire geographical area within the City's corporate limits.

"Technical Advisory Committee" shall mean the committee consisting of representatives of the Authority, the City, and wholesale water customers of the Authority and their respective representatives, and shall include its successor or replacement if altered or discontinued. The Technical Advisory Committee or its successor shall remain in existence for a minimum term of January 1, 2008 until December 31, 2038 unless the committee determines otherwise.

"Water Distribution Points" shall mean those points where water is delivered from the Regional Water System to the Local Water System, as may be determined form time-to-time by mutual agreement of the Parties. Exhibit A-I contains a partial listing of Water Distribution Points.

ARTICLE 2
[RESERVED]

ARTICLE 3
[RESERVED]

ARTICLE 4
SERVICE AREA

4.01 Delivery Location. Water shall be delivered by the Authority to the City at the Water Distribution Points and at other locations as may be mutually agreed upon in writing by the Authority and the City.

4.02 Limit of Responsibility. The Authority shall have no responsibility for operating, repairing, replacing and maintaining any portions of the Detroit Local Water Facilities [downstream of the Water Distribution Points shown in Exhibit A-I], provided, however, that this Section 4.02 does not prevent the application of the provisions of Section 11.02 herein.

4.03 Authority Responsibility. The Authority leases and is responsible for operating and maintaining all parts of the Water System upstream from City's Water Distribution Points. To the extent that water meters and/or Meter Facilities are installed, should the

Authority fail to maintain the Meter Facilities and/or any Authority leased and maintained equipment within the Meter Facilities, the City shall provide written notice to the Authority which describes the objectionable condition of the Meter Facility and/or the equipment within, and its intent to take reasonable steps to maintain the condition and charge the reasonable cost of doing so to the Authority. Upon receipt of the notice, the Authority shall have thirty calendar days to repair the condition specified in the notice, unless such condition cannot reasonably be completed within thirty days, in which case the Authority shall diligently pursue such repair until complete. If the Authority has not repaired the condition at the conclusion of the thirty-day period and has not provided a written explanation to the City explaining the reason for the delay (e.g. necessary parts are on order), then the City may take reasonable steps to maintain the specified condition and charge the reasonable cost of doing so to the Authority.

4.04 Extension of Service Area. The City's distribution of water supplied by the Authority shall be limited to the Service Area stated in Exhibit A-I. The Parties acknowledge that the Authority serves certain wholesale customers through the Local Water System which are not considered part of the Service Area. The Parties agree that situations may arise in which the City may propose to extend its Service Area, either temporarily or permanently, beyond its corporate limits. Should such a situation arise, the City shall provide written notice to the Authority explaining the nature, duration and extent of the requested Service Area extension. The Authority shall have the option, which it may exercise at any time, of requiring a written amendment to this Agreement to accommodate the change in Service Area. Should the Authority determine that an immediate amendment is required, the Parties shall, within thirty calendar days of the City's request, meet to negotiate mutually agreeable terms for the extension of the Service Area. The Authority shall not unreasonably deny a request to extend the Service Area.

4.05 Change or Addition of Water Distribution Points. Water Distribution Points may be added or changed by mutual written agreement of the Authority and the City.

4.06 Sole Supplier. Except as provided in Article 17 herein, the Authority shall be the sole supplier of public potable water to the City's Service Area.

ARTICLE 5
PRESSURE; MAXIMUM FLOW RATE; MINIMUM ANNUAL VOLUME

5.01 Pressure Range. The Authority shall use its best efforts to deliver water at a pressure range ("Pressure Range") adequate to meet the reasonable requirements of the Local Water System. For purposes of evaluating this effort, water pressure shall be determined by reviewing the average hourly pressure measured from top of the hour to top of the hour (e.g. 7:00 a.m. to 8:00 a.m.). The Pressure Range to be provided by the Authority to the City's Water Distribution Points is specified in Exhibit A-II. The location at which the water pressure will be measured shall be specified in Exhibit A-I and identified as a pressure monitoring point.

5.02 Remedy for Non-Compliance with Pressure Range. If the water pressure at City's Water Distribution Points is above or below the Pressure Range, at the City's request the Parties shall meet within thirty calendar days to discuss the reasons for the non-compliance and, if agreed necessary, develop and implement a mutually agreeable written corrective action plan within sixty calendar days of the meeting, or as otherwise agreed. The

corrective action plan shall include a timetable for resolution of the non-compliance issue(s).

If it is determined that a wholesale customer's exceedance of the rates of flow established by that customer's Maximum Flow Rate caused or contributed to the Authority's inability to meet its Pressure Range agreement with the City, then the corrective action plan shall provide for the resolution of the issue.

If Local Water System is, in the aggregate, exceeding the rates of flow established by its Maximum Flow Rate on a day other than the Authority Maximum Day at the time the City experiences a variation from the Pressure Range, then the Authority shall be relieved from its obligation to provide water to the Local Water System within the Pressure Range for that period of time during which the Local Water System are exceeding the rates of flow established by its Maximum Flow Rate.

5.03 Maximum Flow Rate. The City's Maximum Flow Rate is specified in Exhibit A-II. The Local Water System shall not exceed the Maximum Flow Rate specified in Exhibit A-II, as measured in million gallons on the Authority Maximum Day and during the Authority Peak Hour.

(a) The Authority shall notify all customers in writing on or before October 1 of each calendar year if the Local Water System or any wholesale customer is alleged to have exceeded its Maximum Flow Rate in a given calendar year. The notice shall state the day and/or hour that the Local Water System or any wholesale water customer is alleged to have exceeded its Maximum Flow Rate.

(b) If the City is alleged to be in breach of its obligations under this Section 5.03, the Authority and the City shall endeavor to meet before November 1 of the current calendar year, or as soon as practicable, for the purposes of validating the breach, reviewing and analyzing the causes, and to negotiate a possible remedy pursuant to Sections 5.04 and 5.05 herein.

(c) The Technical Advisory Committee's Analytical Work Group, or its successor shall review any alleged breach of this Section 5.03.

(i) The Analytical Work Group shall meet once, at a minimum, on or before November 1 of each calendar year to review the alleged breaches, if any, and may thereafter schedule subsequent meetings as necessary to conclude its review.

(ii) The Authority will seek a recommendation from the Analytical Work Group on (1) an Allocation Flow Rate, if any, and/or (2) concurrence with the remedy tentatively negotiated between the City and the Authority, if any. The City and the Authority shall have the right to present any information related to the alleged breach a Party deems necessary to the deliberations.

(iii) Any recommendation submitted by the Analytical Work Group shall be received by the Authority on or before December 1 of each calendar year.

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

(a) The Authority may require that the City take all reasonable steps to reduce Retail Customers' consumption to the Maximum Flow Rate. Such steps may include water conservation measures, outdoor water use restrictions, water loss studies and remediation, and an internal system operation evaluation.

(b) The Parties may meet to negotiate a new Maximum Flow Rate. If so negotiated, the Local Water System shall pay the rate associated with the new Maximum Flow Rate in the subsequent rate year.

(c) For ratemaking and cost allocation purposes only, the Authority may recalculate the Local Water System and the Retail Customer rate for the current and/or subsequent fiscal years utilizing a revised cost allocation formula as follows:

(i) The Authority shall, as set forth below, establish an Allocation Flow Rate to replace the contractual Maximum Flow Rate in the rate calculation process.

(ii) The Allocation Flow Rate shall be applied from no earlier than the first exceedance date forward.

(iii) The Allocation Flow Rate will be at least equal to the flow rate demonstrated by the Local Water System on the Authority Maximum Day, and may be higher than the actual flow rate demonstrated by the Local Water System.

(iv) Pursuant to Section 5.03(c), if the Authority receives a recommendation on the Allocation Flow Rate to be applied from the Analytical Work Group and the recommendation is higher than twice the amount by which the demonstrated flow rate exceeded the original Maximum Flow Rate, then the Authority shall be limited to establishing an Allocation Flow Rate that is at least equal to the flow rate demonstrated by the Local Water System on the Authority Maximum Day and no higher than the recommendation provided by the Analytical Work Group.

(v) If no recommendation on the Allocation Flow Rate to be applied is received by the Authority, or if the Authority receives a recommendation and the recommendation is less than twice the amount by which the demonstrated flow rate exceeded the original Maximum Flow Rate, then the Authority shall be limited to establishing an Allocation Flow Rate that is at least equal to the flow rate demonstrated by the City on the Authority Maximum Day and no higher than twice the amount by which the demonstrated flow rate exceeded the original Maximum Flow Rate.

(vi) The Allocation Flow Rate will continue to be applied to each subsequent year's flow rate calculation process until the Maximum Flow Rate is renegotiated.

(vii) If a rate has been approved for the subsequent Fiscal Year (July 1st to June 30th) but the flow rate has not yet been applied, the Authority may modify the Local Water System rate for that subsequent fiscal year to account for an exceedance of its Maximum Flow Rate.

(viii) If the Authority has built capital facilities based upon the Local Water System negotiated Maximum Flow Rate and the City consistently exceeds its Maximum Flow Rate, then the Authority may re-calculate the amount of the City's percentage of the capital cost of such facilities.

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

If the Parties determine that a corrective action plan is not required and an incident of non-compliance occurs in the subsequent calendar year, the Parties shall meet to develop a mutually agreeable written corrective action plan by December 31 of the year in which the non-compliance occurred, or as otherwise agreed.

In the event the reason for the Local Water System non-compliance under Section 5.03 is due to a Local Water System water main break, fire or meter calibration performed by the Authority, these events will be taken into consideration in determining (1) whether a corrective action plan is warranted and (2) the extent to which, if any, the steps specified in Section 5.04 should apply.

5.06 [RESERVED]

5.07 Periodic Review. Except as provided in Section 3.1 of the Agreement, for Regional Water System planning purposes, a Maximum Flow Rate, Pressure Range, Projected Annual Volume and Minimum Annual Volume shall be established by mutual agreement for the Term of the Agreement. Not later than the second year after the Effective Date, the Authority and the City shall establish by mutual agreement a contractually binding Maximum Flow Rate, Pressure Range and Projected Annual Volume for the succeeding three years. Not later than the beginning of the fifth year after the Effective Date, and every five years thereafter, the Authority and the City shall negotiate a contractually binding Maximum Flow Rate, Pressure Range and Projected Annual Volume of the Agreement for the succeeding five years of the Term. If the Parties do not negotiate new or revised Maximum Flow Rates, Pressure Ranges and Projected Annual Volumes according to the aforementioned schedule, then the figures established for planning purposes (as shown in italicized type in Exhibit A-II) shall become contractually binding for the then-current three or five year term.

5.08 Remedy for Excessive Rate(s) of Flow Causing Pressure Problem(s). The City acknowledges that the Local Water System rates of flow may cause and/or contribute to the Authority's inability to meet its Pressure Range agreements with the City and/or the Authority's other customers (hereinafter, "Pressure Problem"). The Authority may review or monitor the Local Water System daily rates of flow if a Pressure Problem occurs and the Authority's Pressure Range agreement with the Local Water System and/or another customer of the Authority is alleged to have been breached. The approximate rate of flow by individual meter location used to establish the Pressure Range and Maximum Flow Rate is specified in Exhibit A-II. If a Pressure Problem occurs, the Parties shall meet to discuss the reasons for the Pressure Problem and develop and implement a mutually agreeable written corrective action plan within sixty calendar days of the Pressure Problem, or as otherwise agreed. The corrective action plan may require one or both of the following steps:

(a) The Authority may require that the Local Water System take all reasonable steps to reduce its consumption to the rate of flow established by the Maximum Flow Rate. Such steps may include water conservation measures, outdoor water use restrictions, water loss studies and remediation, and an internal system operation evaluation. In addition, the Authority may require that the Local Water System adjust its rate of flow at individual meters, including the establishment of a not-to-exceed flow rate for individual meters.

(b) The Parties may meet to negotiate a new Maximum Flow Rate. If so negotiated, the Local Water System shall pay the rate associated with the new Maximum Flow Rate in the subsequent rate year.

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

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

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

5.11 Dispute Resolution. Any unresolved disputes between the Parties arising under this Article 5 shall be referred to the Engineer Panel under Section 7.3 of the Agreement.

ARTICLE 6
TECHNICAL ADVISORY COMMITTEE

6.01 Establishment. The Technical Advisory Committee exists to facilitate a cooperative working partnership among the Authority, the City and the wholesale water customers of the Authority by facilitating the development of recommendations regarding Regional Water System planning and supply to Authority management and the Authority Board. The Technical Advisory Committee shall maintain bylaws that govern the way it conducts its business. In the event of a conflict between the terms of the bylaws adopted by the Technical Advisory Committee and the terms of this Agreement, the terms of this Agreement shall control.

6.02 General Responsibilities. The Technical Advisory Committee shall periodically review and evaluate the rates, rate methodology, and performance of the Regional Water System. The Technical Advisory Committee shall review and evaluate flow rates, pressures and Annual Volumes for the System at a minimum of every five years to assist the Authority in its Regional Water System planning effort. The Technical Advisory Committee shall have the opportunity each year to review the Capital Improvement Program as prepared by Authority, prior to its adoption by the Authority. The Technical Advisory Committee may consider City proposals for improving the operation of the Detroit Local Water System and/or the Regional Water System. The Authority will supply the Technical Advisory Committee with information the Authority deems reasonably necessary to accomplish the general responsibilities defined in this Section 6.02.

6.03 Annual Report by Authority. The Authority will present an annual report to the Technical Advisory Committee which shall consist of (1) all instances of non-compliance with the Parties' obligations contained in Article 5 herein, including the City and Authority responses thereto; and (2) a general report on Regional Water System operation and maintenance.

6.04 [RESERVED]

6.05 Disclosure of Rate Information by Authority. Each year, the Authority will disclose to the Technical Advisory Committee information related establishing the revenue requirements for wholesale customers and Retail Customers.

6.06 Disclosure of Rate Information by the City. Each year, the City will disclose to the Retail Customers information related to its retail rates and other charges, and information regarding what portion of those costs is related to the operation of the Regional Water System and/or other major service providers.

6.07 Work Groups. The Technical Advisory Committee may create work groups to address specific issues facing the Regional Water System. The work groups currently in existence are the Analytical Work Group, the Best Practices Work Group, and the Water Rates Work Group. Any reference to a particular work group in this Agreement shall include its successor or replacement if altered or discontinued.

ARTICLE 7
[RESERVED]

ARTICLE 8
METERS AND METER FACILITIES

8.01 Metering. Water furnished by the Authority to the Local Water System shall be measured by water meters installed pursuant to the plan agreed to under section 5.2(c) of the Agreement at the City's Water Distribution Points unless, as mutually agreed, it is not feasible to install water meters due to cost effectiveness, technical feasibility, or the configuration of the Local Water System and the Parties mutually agree that sufficient accounting is available. The plan shall provide acceptable measurement of the Local Water System usage within forty years of the Effective Date.

8.02 Existing Distribution Points. As meters are installed, the City shall own and the Authority shall lease, operate and maintain all water meters and Meter Facilities to be installed at existing Water Distribution Points, unless specifically indicated otherwise in Exhibit A-I.

8.03 City Maintenance Responsibilities. The City shall be responsible for maintaining at its Water Distribution Points any and all appurtenances as may be designated as the City's responsibility in Exhibit A-I. Should the City fail to maintain the appurtenances shown in Exhibit A, the Authority may take reasonable steps to maintain the appurtenances and charge the reasonable cost of doing so to the City. Prior to the Authority taking action to maintain the appurtenances, the Authority shall give the City thirty days written notice to complete the required maintenance. Notice to the City shall not be required if, in the Authority's determination, there exists an emergency condition affecting the operation of the Regional Water System or if the health, safety and welfare of the general public may be jeopardized.

8.04 New Distribution Points. For any new Water Distribution Points, other than those identified in the metering plan pursuant to Article 5.2.(c) of the Agreement, that may be constructed or installed after the Effective Date, the City shall furnish at the City's expense, a water meter and Meter Facility that meets the Authority's specifications. Thereafter, the Authority shall furnish any replacement water meters for new Water Distribution Points and the expense shall be recovered through the Authority's rates as a Regional Water System cost. The City shall own, and the Authority shall lease, operate and maintain all water meters and Meter Facilities after construction, installation or replacement, unless specifically indicated otherwise in Exhibit A-I.

8.05 Meter Repair and Replacement. If the Authority initiates a meter repair or meter replacement, the cost shall be recovered through the Authority's rates as a Regional Water System cost. If the City requests a meter replacement for reasons other than malfunction or disrepair, the City shall pay the cost of the replacement.

8.06 Pressure Regulating Facilities. After the effective date of this Agreement, all newly installed the City-owned pressure regulating facilities shall be installed in a facility that is separate from the Authority's Meter Facility.

ARTICLE 9
[RESERVED]

ARTICLE 10

[RESERVED]

ARTICLE 11
FORCE MAJEURE AND OTHER EVENTS

11.01 [RESERVED]

11.02 Authority Liability. Except to the extent that the Authority is the proximate cause, the Authority shall not be held liable or accountable for any bursting, leakage, breakage, damage or accident of any kind that may occur to the Local Water System, or any damages of any kind or nature, including, but not limited to, injury to persons or damage to property, resulting from such bursting, leakage, breakage, damage or accident that may occur to water mains or pipes located downstream of the Water Distribution Points specified herein, or located within the Local Water System.

11.03 Discontinuance of Service. In the event the public health, safety and welfare requires the Authority to discontinue temporarily all or part of the supply of water to the City, no claims for damages of any kind or nature for such discontinuance shall be made by the City against the Authority. The Authority will provide notice to the City of any temporary discontinuance of the water supply.

ARTICLE 12
[RESERVED]

ARTICLE 13
[RESERVED]

ARTICLE 14
[RESERVED]

ARTICLE 15
[RESERVED]

ARTICLE 16
[RESERVED]

ARTICLE 17
WATER QUALITY

17.01 Contamination. For the protection of the health of all consumers supplied with water from the Regional Water System, the City agrees to guard carefully against all forms of contamination. Should contamination occur, the area or areas affected shall immediately be managed consistent with Prudent Utility Practices, and such practices shall continue until such conditions shall have been abated, and the water declared safe and fit for human consumption by the properly constituted governmental health agencies having jurisdiction of the area affected. The City shall immediately notify the Authority, and the Authority shall immediately notify the City, of any emergency or condition that may affect the quality of water in either Party's system. To the extent required by Section 5.2(c) of the Agreement, the City is required to maintain a MDEQ approved cross connection control program, at the sole cost of the City, and copy the Authority on all related documentation and reports provided to the MDEQ. The Authority shall have the

right to periodically audit, at the sole cost of the Authority, the City's cross connection control program.

17.02 Co-mingling of Water Sources. Except in cases of emergency, the City will not permit water from any other source of supply to be mixed or mingled with water from the System without prior written approval from the Authority. In cases of emergency, only such water from sources other than the Authority shall be used as shall meet the requirements of the MDEQ, and then only in such quantities as shall be necessary to relieve the emergency.

17.03 Emergency Connections. During emergencies, the Detroit Local Water Facilities may be used and connected, at the discretion of the Authority, to water facilities serving other communities for flow in either direction to provide an adequate water supply from the Regional Water System to the City and to other areas and other units of government. During emergencies, the Regional Water System may be used and connected, at the discretion of the City, to water facilities serving other communities for flow in either direction to provide an adequate water supply from the Local Water System to the Regional Water System and to other areas and other units of government. The Parties shall be permitted to immediately operate such emergency connection when the connection point to be used has been previously approved in Exhibit A-I, provided that the Parties shall, after operating the connection, promptly notify the other Party of such event. When the emergency has been abated, the emergency connection must be severed as soon as practicable. The Authority, or its designee, must approve, in writing, the continuation of any emergency connection that is required for longer than seven calendar days. If an approved emergency connection continues for more than seven calendar days, the City must provide the Authority with weekly updates on the emergency and a schedule for abatement of the emergency that must be approved by the Authority in writing.

17.04 Water Quality. The Authority shall endeavor to remain in compliance with Applicable Laws regarding drinking water quality.

ARTICLE 18
[RESERVED]

ARTICLE 19
[RESERVED]

ARTICLE 20
[RESERVED]

ARTICLE 21
CONSTRUCTION STANDARDS

21.01 The Authority shall have the right to review and approve the City's construction plans for Meter Facilities at new Water Distribution Points, water mains sized twenty-four inches and larger, pump stations, reservoirs, water towers, and any other construction that will cross, or be within close proximity to, or have influence upon the Regional System's

infrastructure. The Authority's approval of construction plans shall be timely and shall not be unreasonably withheld.

ARTICLE 22
OPERATION OF STORAGE

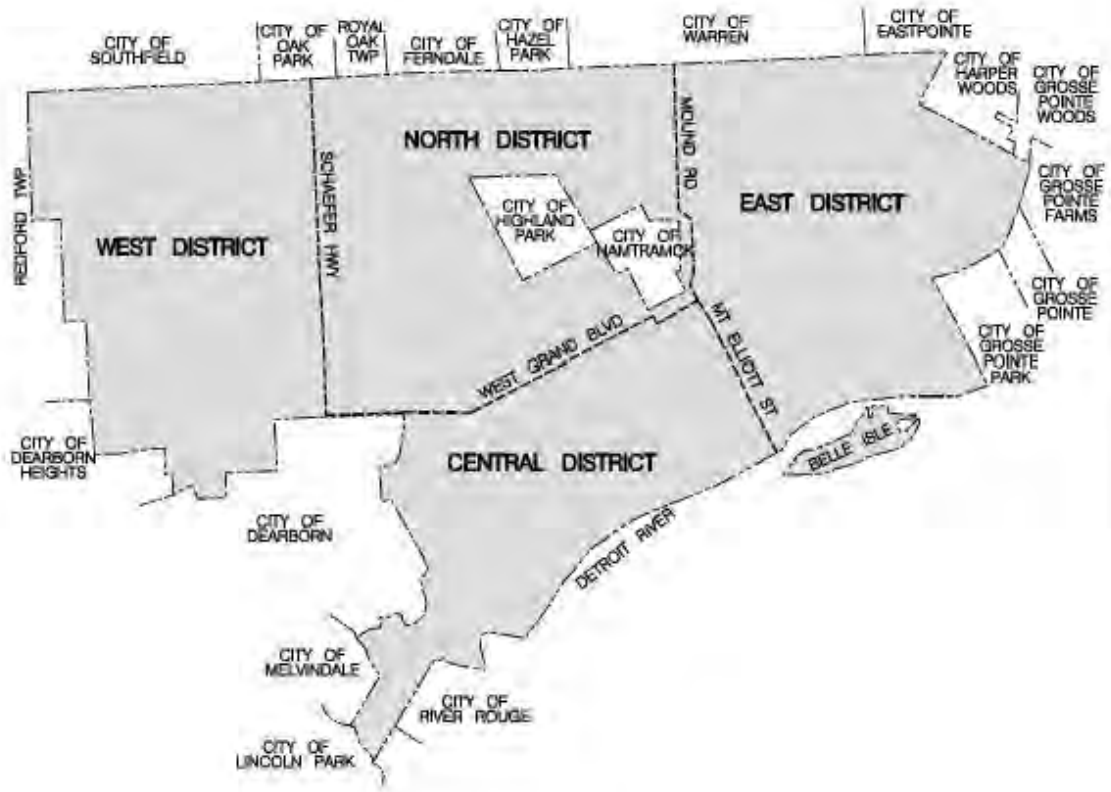
22.01 Prior to the City's operation of any new water storage facility, the City shall seek the Authority's written approval of the filling schedule ("Filling Schedule") of the storage facility. The Authority may periodically require the City to change or adjust a previously approved Filling Schedule.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

EXHIBIT A-I

City's Water Distribution Points

This Exhibit contains the following information:

1. The corporate limits of the City;
2. The agreed upon water Service Area of the City which (a) may or may not be entirely within the corporate limits of the City and (b) which may or may not include the entire area within the City's corporate limits;
3. The specific location of the Water Distribution Points, including any Authority approved emergency connections;
4. The designation of appurtenances to be maintained by the City and those to be maintained by the Authority; and
5. The specific location of all pressure monitoring points.



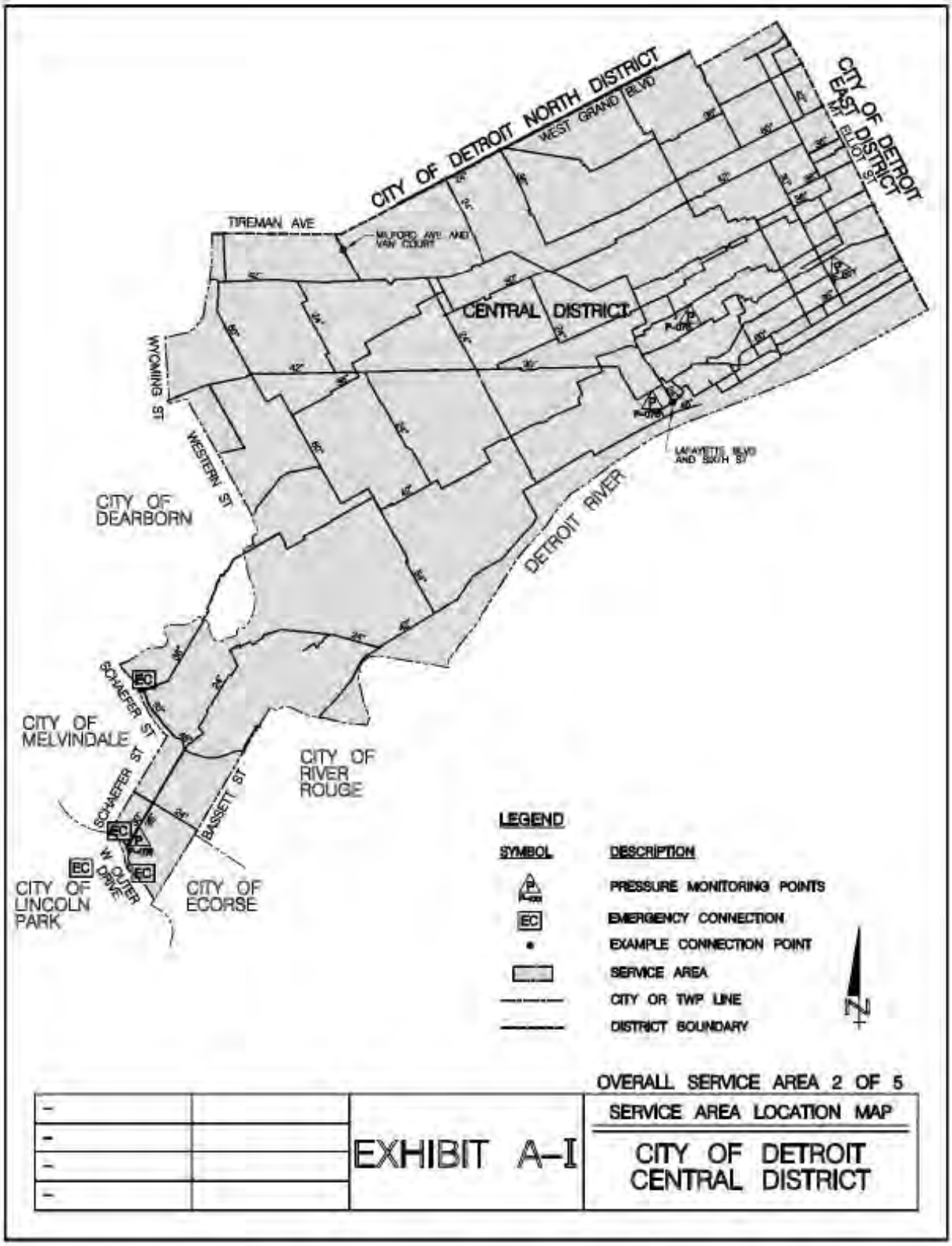
LEGEND

SYMBOL	DESCRIPTION
▭	SERVICE AREA
———	CITY OR TWP LINE
- - - -	DISTRICT BOUNDARY

N

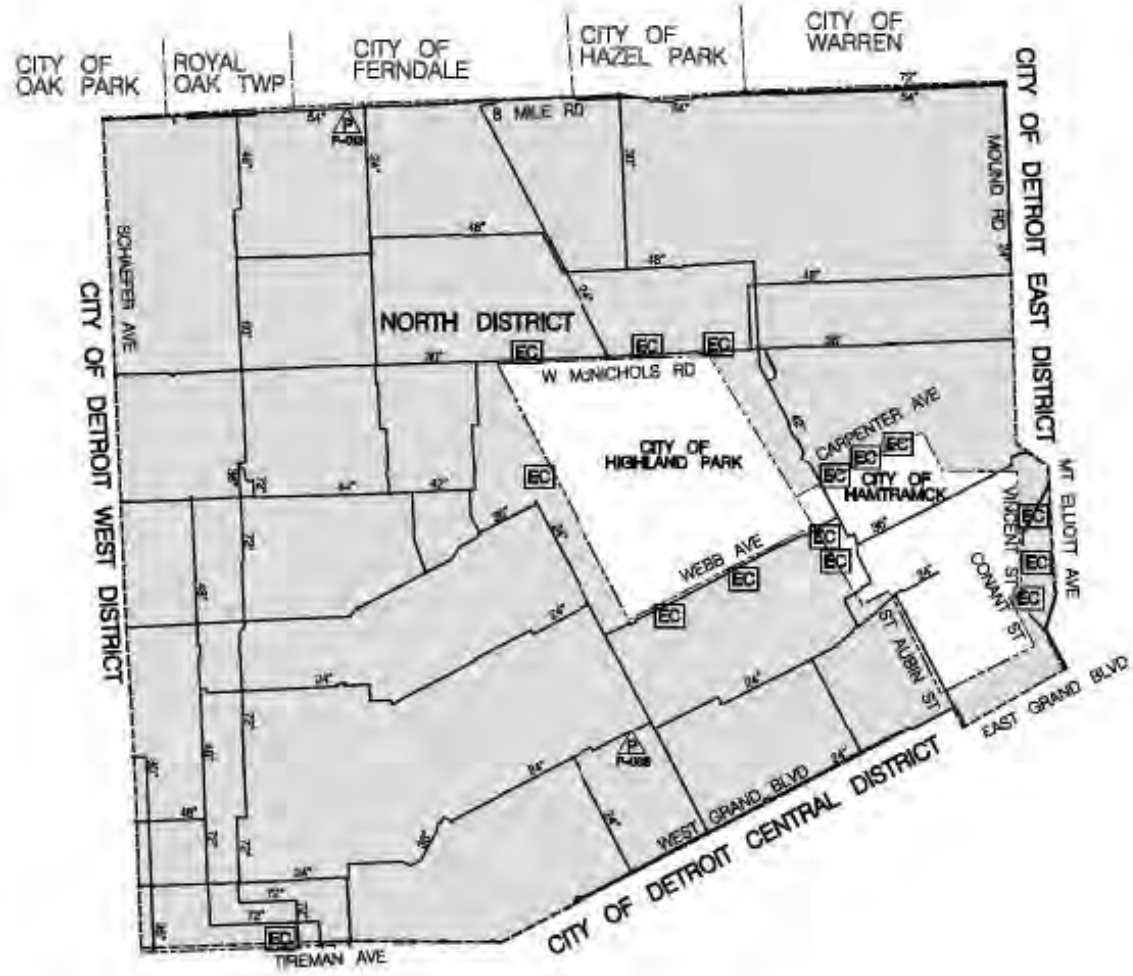
OVERALL SERVICE AREA 1 OF 5

-		EXHIBIT A–I	SERVICE AREA LOCATION MAP
-			CITY OF DETROIT
-			
-			



OVERALL SERVICE AREA 2 OF 5

–		EXHIBIT A–I	SERVICE AREA LOCATION MAP CITY OF DETROIT CENTRAL DISTRICT
–			
–			
–			

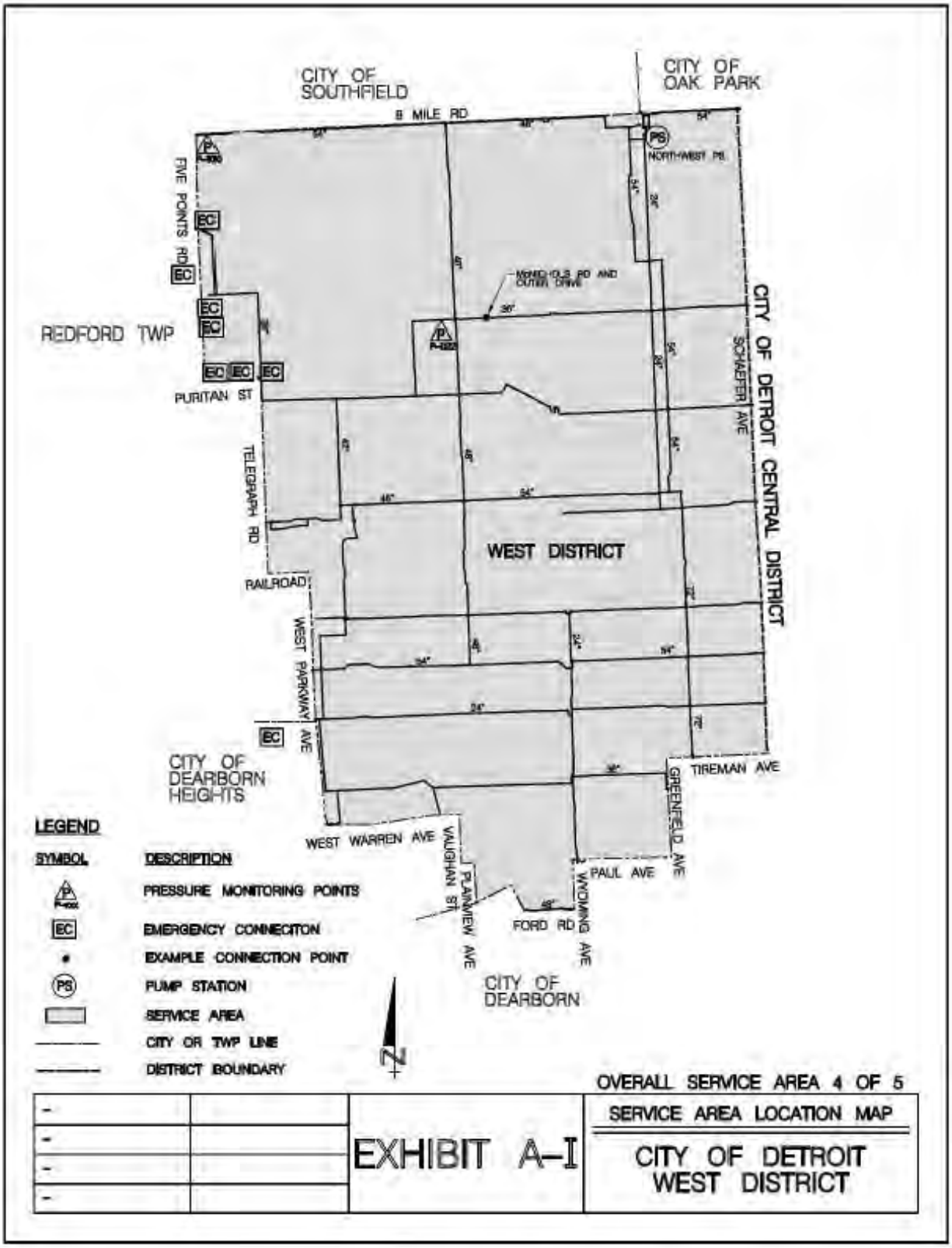


LEGEND

SYMBOL	DESCRIPTION
P	PRESSURE MONITORING POINTS
EC	EMERGENCY CONNECITON
	SERVICE AREA
	CITY OR TWP LINE
	DISTRICT BOUNDARY

OVERALL SERVICE AREA 3 OF 5

-		EXHIBIT A-I	SERVICE AREA LOCATION MAP CITY OF DETROIT NORTH DISTRICT
-			
-			
-			


CITY OF SOUTHFIELD
CITY OF OAK PARK
8 MILE RD
NORTH-WEST PS
FIVE POINTS RD
REDFORD TWP
PURITAN ST
TELEGRAPH RD
RAILROAD
WEST PARKWAY AVE
CITY OF DEARBORN HEIGHTS
WEST WARREN AVE
VAUGHAN ST
PLAINVIEW AVE
FORD RD
WYOMING AVE
PAUL AVE
GREENFIELD AVE
TIREMAN AVE
SCHAEFER AVE
CITY OF DETROIT CENTRAL DISTRICT
WEST DISTRICT
CITY OF DEARBORN
LEGEND
SYMBOL
DESCRIPTION
PRESSURE MONITORING POINTS
EMERGENCY CONNECITON
EXAMPLE CONNECTION POINT
PUMP STATION
SERVICE AREA
CITY OR TWP LINE
DISTRICT BOUNDARY
N
OVERALL SERVICE AREA 4 OF 5
SERVICE AREA LOCATION MAP
EXHIBIT A-I
CITY OF DETROIT
WEST DISTRICT

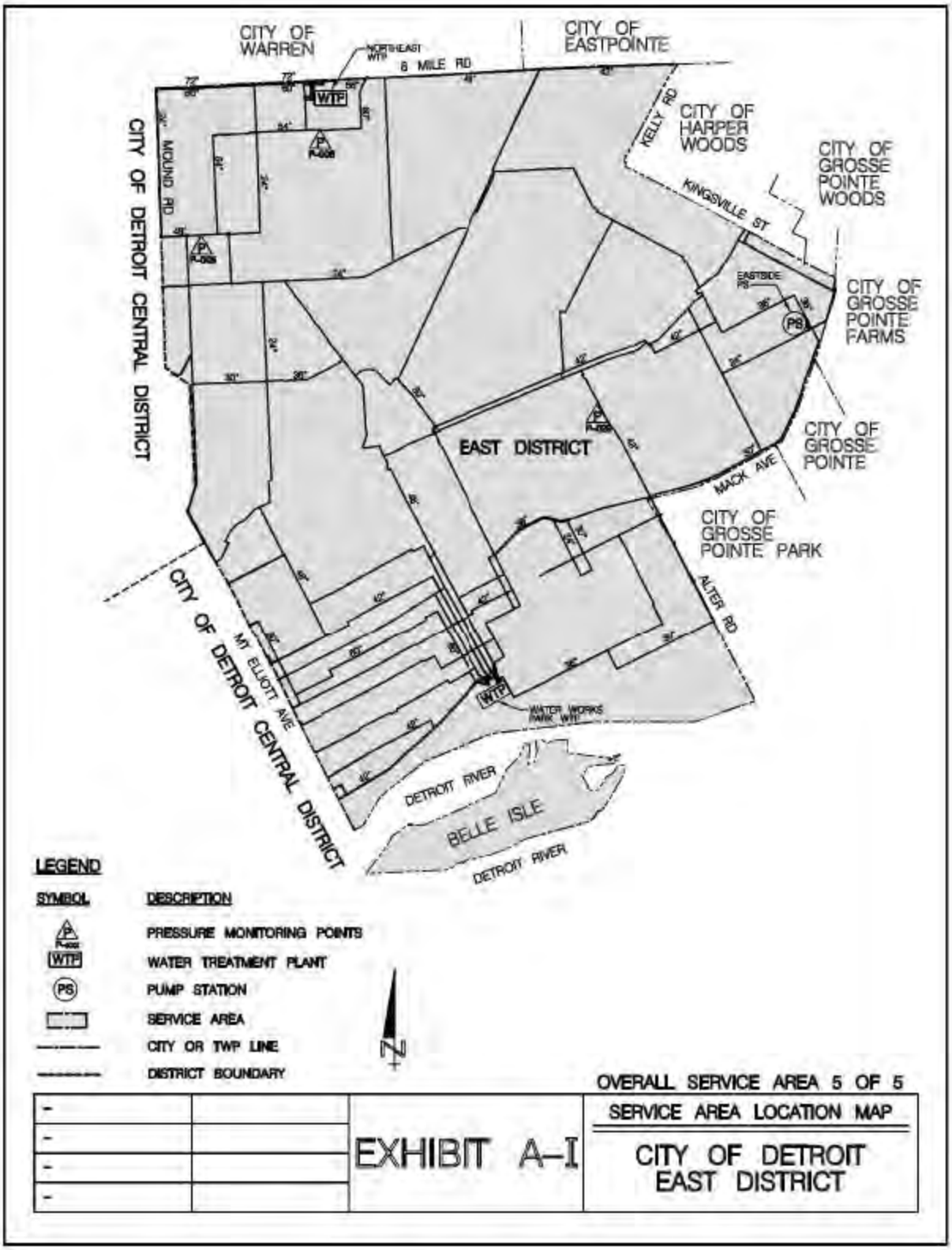

CITY OF WARREN
NORTHEAST WTP
8 MILE RD
CITY OF EASTPOINTE
KELLY RD
CITY OF HARPER WOODS
CITY OF GROSSE POINTE WOODS
KINGSVILLE ST
EASTSIDE PS
CITY OF GROSSE POINTE FARMS
CITY OF GROSSE POINTE
MACK AVE
CITY OF GROSSE POINTE PARK
ALTER RD
EAST DISTRICT
CITY OF DETROIT CENTRAL DISTRICT
MOUND RD
MT ELLIOTT AVE
WATER WORKS PARK WTP
DETROIT RIVER
BELLE ISLE
DETROIT RIVER
LEGEND
SYMBOL
DESCRIPTION
PRESSURE MONITORING POINTS
WATER TREATMENT PLANT
PUMP STATION
SERVICE AREA
CITY OR TWP LINE
DISTRICT BOUNDARY
N
OVERALL SERVICE AREA 5 OF 5
SERVICE AREA LOCATION MAP
EXHIBIT A-I
CITY OF DETROIT
EAST DISTRICT

EXHIBIT A-I

City of Detroit Emergency Connections:

Connection to Dearborn
Tireman & Wyoming

Connection to Hamtramck
St. Aubin & Driveway
St. Aubin & Holbrook #1
St. Aubin & Holbrook #2
Carpenter & Arlington
Carpenter & Fleming
Carpenter & McKay
Chrysler Fwy & City Line
Conant & Miller
Vincent & Georgia
Vincent & Marcus (Meter Connection at HK-04, Normally Closed)
Carpenter & Gallagher

Connection to Highland Park
Hamilton & McNichols
Pilgrim & Woodrow Wilson
Hamilton & Webb
Woodward & Woodland
McNichols & John R.
McNichols & Oakland

Connection to Lincoln Park
Fort & Outer Drive #1 (Meter Connection at LP-02, Normally Closed)
Fort & Outer Drive #2 (Meter Connection at LP-03, Normally Closed)
Electric & Southfield

Connection to Melvindale
Oakwood & Schaefer (Meter Connection at ME-01, Normally Closed)

Connection to Redford
Puritan & Fenton
Puritan & Five Points
Puritan & Winston
Puritan & Woodbine
Curtis & Five Points
Grand River & Five Points
McNichols & Five Points #1 (Meter Connection at RD-05, Normally Closed)
McNichols & Five Points #2
Joy & Telegraph

City of Detroit Pressure Monitoring Points:

P-003 14th St. & Blaine, 8700 14th Street
P-013 8 Mile & Wyoming, 10029 W. 8 Mile
P-018 West Outer Drive & Fort, 25869 W. Outer Drive, Lincoln Park
P-022 Grand River & Trinity, 16825 Trinity
P-076 6th & Porter, 1050 6th St.
P-077 Chene & Maple, 1935 Chene Ct.
P-078 Park & Elizabeth, 2313 Park St.
P-006 State Fair, 8751 State Fair
P-005 Carrie & Nevada, 7051 Nevada
P-029 Manistique & Warren, 5029 Manistique
P-100 Five Points Road & Eight Mile Road, 20602 Five Points Road

City of Detroit Water Customers Outside Municipal Limits:

1600 W Eight Mile Rd, Dearborn Heights
2400 S Dumfries St, Dearborn Heights
6307 Heyden, Dearborn Heights
6311 Heyden, Dearborn Heights
6335 Heyden, Dearborn Heights
6343 Heyden, Dearborn Heights
6349 Heyden, Dearborn Heights
6355 Heyden, Dearborn Heights
6367 Heyden, Dearborn Heights
6373 Heyden, Dearborn Heights
6383 Heyden, Dearborn Heights
6393 Heyden, Dearborn Heights
6401 Heyden, Dearborn Heights
6415 Heyden, Dearborn Heights
6429 Heyden, Dearborn Heights
6433 Heyden, Dearborn Heights
6439 Heyden, Dearborn Heights
6445 Heyden, Dearborn Heights
6457 Heyden, Dearborn Heights
6311 Heyden, Dearborn Heights
7518 Hazelton, Dearborn Heights
870-0011.300 13400, W Outer Dr, Dearborn Heights
870-0012.300 13400, W Outer Dr, Dearborn Heights
870-0013.300 13400, W Outer Dr, Dearborn Heights
870-0014.300 13400, W Outer Dr, Dearborn Heights
870-0015.300 13400, W Outer Dr, Dearborn Heights
870-0016.300 13400, W Outer Dr, Dearborn Heights
13500 Visger St, Dearborn Heights
21655 W Warren, Dearborn Heights
21675 W Warren, Dearborn Heights

21695 W Warren, Dearborn Heights
23290 Ann Arbor Trail, Dearborn Heights

City of Detroit Master Meters Not In Service:
Not applicable.

EXHIBIT A-I

CONNECTION POINT TYPICAL DETAIL
EXAMPLE: McNICHOLS AND OUTER DRIVE
CITY OF DETROIT

DETROIT– CITY OF DETROIT RETAIL SYSTEM
GLWA– GREAT LAKES WATER AUTHORITY
N.C.– NOT CONNECTED

SITE PLAN
NOT TO SCALE

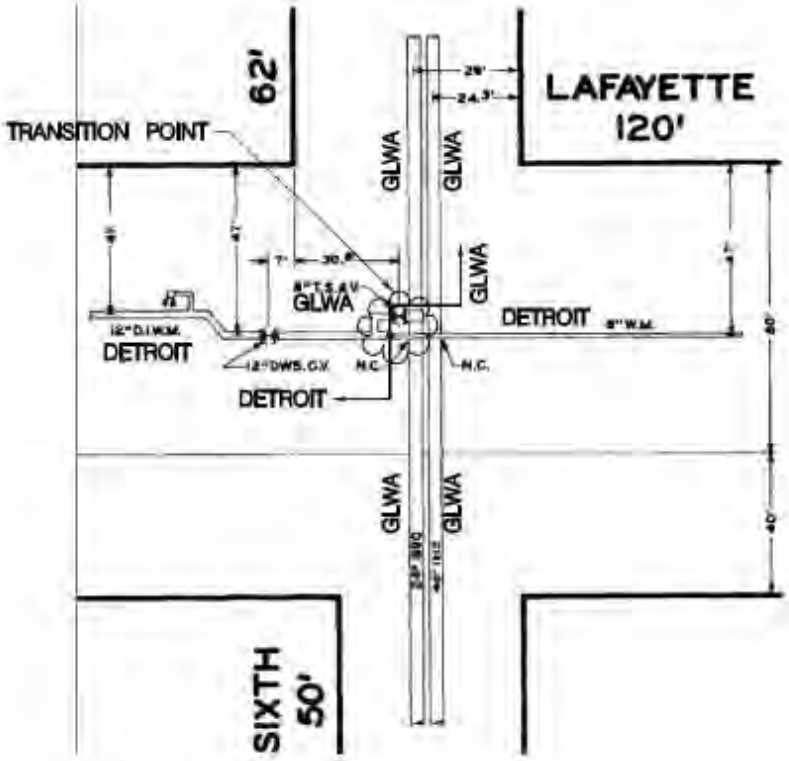
N

NOTE: THE TRANSITION POINT BETWEEN THE WHOLESALE AND RETAIL SYSTEM WILL BE CONSIDERED THE FIRST VALVE ON THE CONNECTION LINE FROM THE TRANSMISSION TO THE RETAIL SYSTEM. THE VALVE WILL BE THE RESPONSIBILITY OF GLWA.

LOCATIONS SUBJECT TO VERIFICATION IN THE FIELD.

EXHIBIT A–I

CONNECTION POINT TYPICAL DETAIL
EXAMPLE: LAFAYETTE AND SIXTH
CITY OF DETROIT



DETROIT– CITY OF DETROIT RETAIL SYSTEM
GLWA– GREAT LAKES WATER AUTHORITY
N.C.– NOT CONNECTED

SITE PLAN
NOT TO SCALE

N

NOTE: THE TRANSITION POINT BETWEEN THE WHOLESALE AND RETAIL SYSTEM WILL BE CONSIDERED THE FIRST VALVE ON THE CONNECTION LINE FROM THE TRANSMISSION TO THE RETAIL SYSTEM. THE VALVE WILL BE THE RESPONSIBILITY OF GLWA.

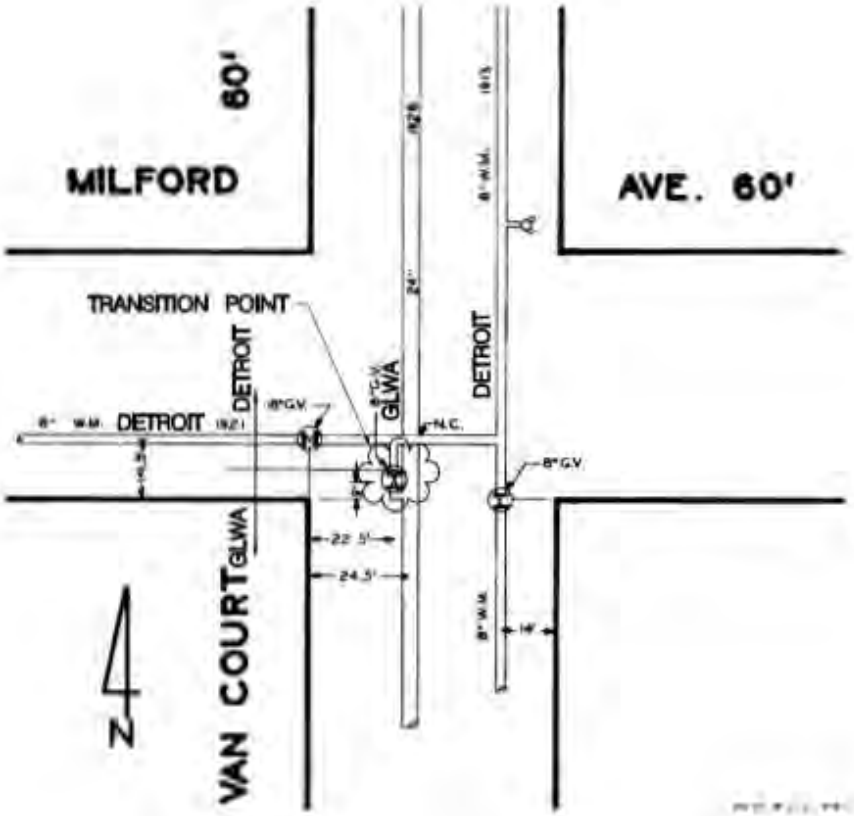
LOCATIONS SUBJECT TO VERIFICATION IN THE FIELD.

EXHIBIT A-I

CONNECTION POINT TYPICAL DETAIL

EXAMPLE: VAN COURT AND MILFORD

CITY OF DETROIT



DETROIT– CITY OF DETROIT RETAIL
GLWA– GREAT LAKES WATER AUTHORITY
N.C.– NOT CONNECTED

SITE PLAN
NOT TO SCALE

NOTE: THE TRANSITION POINT BETWEEN THE WHOLESALE AND RETAIL SYSTEM WILL BE CONSIDERED THE FIRST VALVE ON THE CONNECTION LINE FROM THE TRANSMISSION TO THE RETAIL SYSTEM. THE VALVE WILL BE THE RESPONSIBILITY OF GLWA.

LOCATIONS SUBJECT TO VERIFICATION IN THE FIELD.

EXHIBIT A-II

Projected Annual Volume and Minimum Annual Volume (Table 1)

Pressure Range and Maximum Flow Rate (Table 2)

[RESERVED] (Table 3)

[RESERVED] (Table 4)

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

EXHIBIT A-II

Table 1

Projected Annual Volume

Fiscal Year Ending June 30	Projected Annual Volume (Mcf)
2016	3,300,000
2017	3,266,900
2018	3,234,000
2019	3,201,200
2020	3,168,600
2021	3,147,600
2022	3,126,800
2023	3,106,000
2024	3,085,300
2025	3,064,800
2026	3,053,800
2027	3,042,900
2028	3,032,000
2029	3,021,200
2030	3,010,400
2031	3,006,200
2032	3,002,000
2033	2,997,700
2034	2,993,500
2035	TBD
2036	TBD
2037	TBD
2038	TBD
2039	TBD
2040	TBD
2041	TBD
2042	TBD
2043	TBD
2044	TBD
2045	TBD

EXHIBIT A-II

Table 2

Pressure Range and Maximum Flow Rate

Calendar Year	Pressure Range (psi) 14th St & Blaine P-003		Pressure Range (psi) 8 Mile & Wyoming P-013		Pressure Range (psi) W Outer Dr & Fort P-018		Pressure Range (psi) Grand River & Trinity P-022		Pressure Range (psi) 6th & Porter P-076		Pressure Range (psi) Chene & Maple P-077	
	Min	Max	Min	Max	Min	Max	Min	Max	Min	Max	Min	Max
2015	**35**	**45**	**45**	**55**	55	**70**	**45**	**55**	**50**	**65**	**45**	**55**
2016	**35**	**45**	**45**	**55**	55	**70**	**45**	**55**	**50**	**65**	**45**	**55**
2017	*35*	*45*	*45*	*55*	*55*	*70*	*45*	*55*	*50*	*65*	*45*	*55*
2018	*35*	*45*	*45*	*55*	*55*	*70*	*45*	*55*	*50*	*65*	*45*	*55*
2019	*35*	*45*	*45*	*55*	*55*	*70*	*45*	*55*	*50*	*65*	*45*	*55*
2020	*35*	*45*	*45*	*55*	*55*	*70*	*45*	*55*	*50*	*65*	*45*	*55*
2021	*35*	*45*	*45*	*55*	*55*	*70*	*45*	*55*	*50*	*65*	*45*	*55*
2022	*35*	*45*	*45*	*55*	*55*	*70*	*45*	*55*	*50*	*65*	*45*	*55*
2023	*35*	*45*	*45*	*55*	*55*	*70*	*45*	*55*	*50*	*65*	*45*	*55*
2024	*35*	*45*	*45*	*55*	*55*	*70*	*45*	*55*	*50*	*65*	*45*	*55*
2025	*35*	*45*	*45*	*55*	*55*	*70*	*45*	*55*	*50*	*65*	*45*	*55*
2026	*35*	*45*	*45*	*55*	*55*	*70*	*45*	*55*	*50*	*65*	*45*	*55*
2027	*35*	*45*	*45*	*55*	*55*	*70*	*45*	*55*	*50*	*65*	*45*	*55*
2028	*35*	*45*	*45*	*55*	*55*	*70*	*45*	*55*	*50*	*65*	*45*	*55*
2029	*35*	*45*	*45*	*55*	*55*	*70*	*45*	*55*	*50*	*65*	*45*	*55*
2030	*35*	*45*	*45*	*55*	*55*	*70*	*45*	*55*	*50*	*65*	*45*	*55*
2031	*35*	*45*	*45*	*55*	*55*	*70*	*45*	*55*	*50*	*65*	*45*	*55*
2032	*35*	*45*	*45*	*55*	*55*	*70*	*45*	*55*	*50*	*65*	*45*	*55*
2033	*35*	*45*	*45*	*55*	*55*	*70*	*45*	*55*	*50*	*65*	*45*	*55*
2034	*35*	*45*	*45*	*55*	*55*	*70*	*45*	*55*	*50*	*65*	*45*	*55*
2035	*35*	*45*	*45*	*55*	*55*	*70*	*45*	*55*	*50*	*65*	*45*	*55*
2036	*35*	*45*	*45*	*55*	*55*	*70*	*45*	*55*	*50*	*65*	*45*	*55*
2037	*35*	*45*	*45*	*55*	*55*	*70*	*45*	*55*	*50*	*65*	*45*	*55*
2038	*35*	*45*	*45*	*55*	*55*	*70*	*45*	*55*	*50*	*65*	*45*	*55*
2039	*35*	*45*	*45*	*55*	*55*	*70*	*45*	*55*	*50*	*65*	*45*	*55*
2040	*35*	*45*	*45*	*55*	*55*	*70*	*45*	*55*	*50*	*65*	*45*	*55*
2041	*35*	*45*	*45*	*55*	*55*	*70*	*45*	*55*	*50*	*65*	*45*	*55*
2042	*35*	*45*	*45*	*55*	*55*	*70*	*45*	*55*	*50*	*65*	*45*	*55*
2043	*35*	*45*	*45*	*55*	*55*	*70*	*45*	*55*	*50*	*65*	*45*	*55*
2044	*35*	*45*	*45*	*55*	*55*	*70*	*45*	*55*	*50*	*65*	*45*	*55*

EXHIBIT A-II

Table 2 (continued)

Pressure Range and Maximum Flow Rate

Calendar Year	Pressure Range (psi) Park & Elizabeth P-078		Pressure Range (psi) State Fair P-006		Pressure Range (psi) Carrie & Nevada P-005		Pressure Range (psi) Manistique & Warren P-029		Pressure Range (psi) Five Pts & 8 Mile P-100	
	Min	Max	Min	Max	Min	Max	Min	Max	Min	Max
2015	**40**	**55**	**45**	**60**	**45**	**55**	**50**	**65**	**45**	**60**
2016	**40**	**55**	**45**	**60**	**45**	**55**	**50**	**65**	**45**	**60**
2017	*40*	*55*	*45*	*60*	*45*	*55*	*50*	*65*	*45*	*60*
2018	*40*	*55*	*45*	*60*	*45*	*55*	*50*	*65*	*45*	*60*
2019	*40*	*55*	*45*	*60*	*45*	*55*	*50*	*65*	*45*	*60*
2020	*40*	*55*	*45*	*60*	*45*	*55*	*50*	*65*	*45*	*60*
2021	*40*	*55*	*45*	*60*	*45*	*55*	*50*	*65*	*45*	*60*
2022	*40*	*55*	*45*	*60*	*45*	*55*	*50*	*65*	*45*	*60*
2023	*40*	*55*	*45*	*60*	*45*	*55*	*50*	*65*	*45*	*60*
2024	*40*	*55*	*45*	*60*	*45*	*55*	*50*	*65*	*45*	*60*
2025	*40*	*55*	*45*	*60*	*45*	*55*	*50*	*65*	*45*	*60*
2026	*40*	*55*	*45*	*60*	*45*	*55*	*50*	*65*	*45*	*60*
2027	*40*	*55*	*45*	*60*	*45*	*55*	*50*	*65*	*45*	*60*
2028	*40*	*55*	*45*	*60*	*45*	*55*	*50*	*65*	*45*	*60*
2029	*40*	*55*	*45*	*60*	*45*	*55*	*50*	*65*	*45*	*60*
2030	*40*	*55*	*45*	*60*	*45*	*55*	*50*	*65*	*45*	*60*
2031	*40*	*55*	*45*	*60*	*45*	*55*	*50*	*65*	*45*	*60*
2032	*40*	*55*	*45*	*60*	*45*	*55*	*50*	*65*	*45*	*60*
2033	*40*	*55*	*45*	*60*	*45*	*55*	*50*	*65*	*45*	*60*
2034	*40*	*55*	*45*	*60*	*45*	*55*	*50*	*65*	*45*	*60*
2035	*40*	*55*	*45*	*60*	*45*	*55*	*50*	*65*	*45*	*60*
2036	*40*	*55*	*45*	*60*	*45*	*55*	*50*	*65*	*45*	*60*
2037	*40*	*55*	*45*	*60*	*45*	*55*	*50*	*65*	*45*	*60*
2038	*40*	*55*	*45*	*60*	*45*	*55*	*50*	*65*	*45*	*60*
2039	*40*	*55*	*45*	*60*	*45*	*55*	*50*	*65*	*45*	*60*
2040	*40*	*55*	*45*	*60*	*45*	*55*	*50*	*65*	*45*	*60*
2041	*40*	*55*	*45*	*60*	*45*	*55*	*50*	*65*	*45*	*60*
2042	*40*	*55*	*45*	*60*	*45*	*55*	*50*	*65*	*45*	*60*
2043	*40*	*55*	*45*	*60*	*45*	*55*	*50*	*65*	*45*	*60*
2044	*40*	*55*	*45*	*60*	*45*	*55*	*50*	*65*	*45*	*60*

EXHIBIT A-II

Table 2 (continued)

Pressure Range and Maximum Flow Rate

Fiscal Year Ending June 30	Maximum Flow Rate (mgd)	
	Max Day	Peak Hour
2016	129,877	133,772
2017	TBD	TBD
2018	TBD	TBD
2019	TBD	TBD
2020	TBD	TBD
2021	TBD	TBD
2022	TBD	TBD
2023	TBD	TBD
2024	TBD	TBD
2025	TBD	TBD
2026	TBD	TBD
2027	TBD	TBD
2028	TBD	TBD
2029	TBD	TBD
2030	TBD	TBD
2031	TBD	TBD
2032	TBD	TBD
2033	TBD	TBD
2034	TBD	TBD
2035	TBD	TBD
2036	TBD	TBD
2037	TBD	TBD
2038	TBD	TBD
2039	TBD	TBD
2040	TBD	TBD
2041	TBD	TBD
2042	TBD	TBD
2043	TBD	TBD
2044	TBD	TBD
2045	TBD	TBD

EXHIBIT A-II

Table 3

RESERVED

EXHIBIT B

SEWER SERVICE SPECIFICATIONS
ARTICLE 1
DEFINITIONS

1.02 Capitalized words or expression not defined in this Exhibit B shall have the meaning assigned thereto in the body of the Water and Sewer Services Agreement. The following words and expressions, or pronouns used in their stead, shall be construed as follows as used in this Exhibit B:

"CFS" shall mean cubic feet per second.

"City Overflow Volume" shall mean that volume of wastewater generated in City's Service Area during a wet weather event that exceeds the capacity of the Regional Sewer System.

"City Retail Customer Class" means the Retail Customers.

"First Tier Customer(s)" shall mean the City and those municipal customers contracting directly with Authority for Services.

"Flow" shall mean wastewater delivered by City from City's Service Area to the Regional Sewer System. It shall include sanitary flow, dry weather infiltration and inflow, and a wet weather flow component. It shall also include wastewater from industrial and/or commercial facilities in compliance with the City of Detroit's Wastewater Discharge Control Ordinance, Chapter 56, Article I and Article III of the Detroit City Code, Section 56-3-56.1 *et seq*., as amended, and any similar rules or regulations adopted by the Authority.

"Maximum Allowable Flow Limit" means the maximum allowable Flow that the Local Sewer System may deliver to the Regional Sewer System.

"Meter(s)" shall mean a wastewater meter.

"MGD" shall mean million gallons per day.

"Notices" shall mean all notices, consents, approvals, requests and other communications required to be given under the terms of this Agreement.

"Point(s) of Connection" shall mean the location(s) where Flow shall be deemed to be delivered from the Detroit Local Sewer System into the Regional Sewer System and shall be the location at which the responsibility for operation and maintenance between the Regional Sewer System and the Detroit Local Sewer System shall be established.

"Service Area" shall mean the geographic areas from which flow may be delivered to the Regional Sewer System from the Detroit Local Sewer System, which may include

delivery of Flow from areas not located within the geographic limits of the City, as designated in Exhibit B-I to this Agreement.

"Services" shall mean the collection, transportation, treatment and discharge of wastewater by Authority.

"Steering Committee" shall mean the advisory committee consisting of representatives of Authority and its First Tier Customers, and any work groups and sub-committees established thereby, and shall include its successor or replacement if altered or discontinued. The committee may, in its discretion, agree to add additional members. City shall have the right to attend all meetings of the committee and any work groups and sub-committees established thereby.

"WWTP" shall mean the Wastewater Treatment Plant owned by the City and leased, operated and maintained by the Authority.

ARTICLE 2
DELIVERY OF FLOW

2.01 Maximum Allowable Flow Limit. The Maximum Allowable Flow Limit for the Service Area may not be determined at this time due to the large number of unmetered connections. The Authority will operate the Regional Sewer System consistent with current planning documents, such as the MDEQ approved Wet Weather Operational Plan. In situations where the Operational Plan does not address a particular instance or issue, the Parties agree that in such situations the mutual goal of the parties is to maximize the treatment and disinfection of Flows. Review and modification to the Operational Plan may occur periodically as agreed by both the City and the Authority, and approved by the MDEQ. This may occur as system improvements are implemented or adaptive management strategies are found to be effective and formalized. If changes to the Operational Plan are significant and result in increased capacity limits for suburban wholesale customers, an adjustment to the CSO cost allocation or other appropriate cost allocation may be considered. If at some future time circumstances are such that a Maximum Allowable Flow Limit in total or in part for certain regions of the Service Area may reasonably be established, the Authority and the City will collaborate to develop such values. If the parties are unable to agree on a value after six months of negotiations, the dispute resolution procedure identified in Article 7 of the Agreement will apply.

2.02 Delivery of All Flow. The Authority agrees to accept and the City agrees to deliver all Flow originating within the City's Service Area, excluding any City Overflow Volumes.

2.03 [RESERVED]

2.04 Enforcement of Maximum Allowable Flow Limit. The City and the Authority acknowledge that the Maximum Allowable Flow Limit for the Service Area cannot be reasonably estimated at the time of the execution of this Agreement. If at any time in the future the Maximum Allowable Flow Limit for a particular region of the City is able to be reasonably established, it is acknowledged that deviations of it may occur. If the Service Area has multiple incidents of Flow exceeding the Maximum Allowable Flow Limit which evidence a pattern of

exceedances, as determined in the reasonable discretion of the Authority, Authority shall give written notice of such exceedances to the City. Thereafter, the Authority and the City shall meet and attempt to develop a plan for reducing or eliminating the exceedances. If the City and the Authority are unable to agree on a plan, the matter shall be referred to the Engineer Panel under Section 7.3 of the Agreement for resolution and the Authority shall have the right to assert any remedies for default available under this Agreement.

2.05 Applicability to Overflow Volumes. Nothing in this Article 2 shall be construed to preclude the City from constructing or operating wastewater facilities, constructing or operating separated storm sewers, or Green Infrastructure for the purpose of reducing or eliminating City Service Area Overflow Volumes or improving the operation of Local Sewer System, or for any other lawful purpose.

2.06 Reopener. The Authority and the City reserve the right to adjust at any time the Maximum Allowable Flow Limit specified in Section 2.01 in the event that the Authority Wastewater Master Plan or other analysis acceptable to the Parties demonstrates modifications to the then-existing Maximum Allowable Flow Limit may be warranted. If a new Maximum Allowable Flow Limit is mutually agreed upon, the City and the Authority will amend this Agreement to reflect the new Maximum Allowable Flow Limit. Until such time, if any, that the Maximum Allowable Flow Limit is modified, the Maximum Allowable Flow Limit specified in Section 2.01 shall continue in full force and effect.

ARTICLE 3
OWNERSHIP, MAINTENANCE, AND ACCURACY OF EQUIPMENT AND FACILITIES

To the extent Authority elects to install Meters, Meter vaults, and data acquisition equipment, the following provisions shall apply:

3.01 Ownership and Maintenance Responsibility. Subject to Section 5.2(c) of the Agreement, the City shall own and the Authority shall lease, operate and maintain all Meters, Meter vaults, and data acquisition equipment used for Authority's billing purposes, unless otherwise provided for in Exhibit B-I.

3.02 Maintenance Standards. Authority shall maintain the Meters and associated data acquisition equipment in accordance with the Greater Detroit Regional Sewer System Phase IV Technical Memoranda 4-8, or subsequent modifications thereto. Authority shall collect data from its Meters in accordance with the Good Metering Practice specified in the Greater Detroit Regional Sewer System Phase IV Technical Memoranda 4-8, or subsequent modifications thereto. Authority may contract with a third party for any such services.

3.03 Accuracy. Authority will ensure the accuracy of the Meters. City shall have the right to inspect the Meters and all records related thereto to ensure proper operation, including calibration and measurement. Authority and the Steering Committee shall review the accuracy of the Meters on a regular basis and compare the findings to the then-best available technology. In the event that the accuracy of a Meter is found to be

unsatisfactory, as determined by the Steering Committee and approved by Authority, Authority shall, as soon as practicable, repair, rehabilitate or replace the Meter.

ARTICLE 4
SERVICE AREA; ACCEPTANCE OF FLOW

4.01 Service Area. The area for which Authority agrees to provide Services shall be as shown in Exhibit B-I. The City shall not deliver to the Regional Sewer System any Flow originating in any area outside of the specified Service Area other than that of wholesale customers of the Authority served through the Local Sewer System without the prior written consent of the Authority. The City and the Authority may temporarily authorize the delivery of Flow from outside the Service Area. A permanent change in the Service Area shall require amendment of the Agreement.

4.02 Acceptance of Flow. Due to the configuration of the Local Sewer System, the Authority will accept Flow, as limited by the terms of the Agreement, from within the Service Area shown on Exhibit B-I. The Parties agree that due to the large number of Points of Connection, the location of each Point of Connection shall be determined to be wherever the Detroit Local Sewer System connects to the Regional Sewer System as set forth in Exhibit B-I. The Authority shall have no responsibility for operating and maintaining any portions of the Local Sewer System upstream of the Points of Connection except as may be provided in the Shared Services Agreement. The City owns and the Authority is responsible for operating and maintaining all parts of the Regional Sewer System downstream from the Points of Connection.

4.03 Change in Service Area. The boundaries of the Service Area may be changed only by the express written agreement of the Authority and the City and shall be embodied in an amendment to the Agreement.

ARTICLE 5
FLOW MEASUREMENT

5.01 Information Gathering. Authority shall, with guidance and input from the Steering Committee, make all reasonable efforts to use the best available information to establish City Service Area estimated sanitary flows and non-sanitary flows.

5.02 Process. As of the Effective Date, the Authority shall, with guidance and input from the Steering Committee, carry out analyses to estimate Flow from the City Service Area using the best available information. The City shall submit to Authority, periodically as requested by Authority, water sales data for its individual wastewater customers. The water sales data, in combination with other best available information, shall be utilized by Authority, in its sole and reasonable discretion but subject to the terms of the Agreement, in its cost allocation and rate design processes and shall form the basis of billings for Retail Customers.

The City and the Authority agree that at some future time data from sewage meters located on the Regional Sewer System pipes or sewage meters that may be installed at points within the Detroit Local Sewer Facilities may be used to estimate or quantify sewage delivered from the Detroit Local Sewer Facilities to the Regional Sewer System. In which case, the Authority shall, with guidance and input from the Steering Committee, decide on the type of analyses, and shall carry out analyses of Flow from City Service

Area using Meter information and other relevant data. The results of such analyses shall be utilized by the Authority, in its reasonable discretion but subject to B-V, in its cost allocation and rate design processes and shall form the basis of billings for City Retail Customers.

5.03 Responsibility for Review and Use of Information. The Steering Committee shall have the responsibility for reviewing the information it obtains pursuant to this Article 5 for the purpose of verifying that the information is acceptable from a technical basis. Authority shall have the authority, in its sole and reasonable discretion, for determining how best to utilize the information analyzed by the Steering Committee.

ARTICLE 6
FLOW RE-ALLOCATION

6.01 Flow Re-Allocation. Should the City Retail Customer Class reduce its Flow into the Regional Sewer System, whether at the end of the Term, by mutual agreement, or by the implementation of Green Infrastructure or sewer separation by the City to the extent that additional capacity is available for other customers, that portion of its Maximum Allowable Flow Limit so reduced shall be re-allocated at the discretion of Authority for the benefit of the Regional Sewer System. Flow re-allocation between First Tier Customers may occur only with the prior written approval of Authority and shall be incorporated as an amendment to the Agreement. To the extent such reduction in Flow provides capacity in City's combined sewer overflow control ("CSO") facilities that is re-allocated to other customers of Authority, an adjustment to the CSO cost allocation or other appropriate cost allocation may be considered.

6.02 [RESERVED]

ARTICLE 7
[RESERVED]

ARTICLE 8
DESIGN AND CONSTRUCTION STANDARDS

8.01 City shall abide by Authority's design specifications and construction standards. Authority shall form a Design Standards Committee, and the City shall serve as a member of the committee. The Design Standards Committee shall create a set of design standards and shall make a recommendation to Authority regarding adoption of the design standards. City shall submit plans and specifications for new wastewater collection or transport facilities for review and approval to Authority prior to the installation of such facilities. Authority will review the plans and specifications and provide City with a determination as to its approval or disapproval of the plans and specifications. If City does not agree with the outcome of the Authority review, City may request a review by the Design Standards Committee. The Design Standards Committee will be governed by the guidelines described in Exhibit B-II. If either of the Parties disagree with the determination of the Design Standards Committee, the dispute is to be resolved by the Engineer Panel under Section 7.3 of the Agreement.

ARTICLE 9
[RESERVED]

ARTICLE 10
[RESERVED]

ARTICLE 11
[RESERVED]

ARTICLE 12
[RESERVED]

ARTICLE 13
[RESERVED]

ARTICLE 14
STEERING COMMITTEE

14.01 Establishment. The Steering Committee is formed to facilitate a cooperative working partnership between Authority and First Tier Customers by facilitating discussion and development of recommendations to Authority regarding Regional Sewer System operation, maintenance, rates, and best practices, and is based on the free flow of information regarding financial and operational functions. The Steering Committee shall maintain bylaws that govern the way it conducts its business. In the event of a conflict between the terms of the bylaws adopted by the Steering Committee and the terms of the Agreement, the terms of this Agreement shall control.

14.02 General Responsibilities. The Steering Committee shall periodically review and evaluate the rates, rate methodology, operation, and maintenance of the Regional Sewer System. The Steering Committee shall have the opportunity each year to review the Authority CIP as prepared by Authority, prior to its adoption by the Board.

14.03 Annual Report by Authority. Authority will present an annual report on Regional Sewer System operation and maintenance to the Steering Committee.

14.04 Annual Meeting and Report by Steering Committee. The Steering Committee will meet annually with and report to the Board. The Steering Committee may otherwise meet and communicate with the Board as the Steering Committee deems necessary.

14.05 Work Groups. The Steering Committee may create work groups and sub-committees to address specific issues facing the Regional Sewer System.

ARTICLE 15
[RESERVED]

ARTICLE 16
[RESERVED]

ARTICLE 17
INDUSTRIAL WASTE CONTROL PROGRAM

17.01 City agrees to abide by the requirements of the Industrial Waste Control Program as set forth in Exhibit B-V, paragraph F. To the extent that Exhibit B-V obligates the City in the future to adopt any new or modified ordinance, rule, or regulation based upon a future amendment to the Authority's Wastewater Discharge Control Ordinance or any successor or similar ordinance, such amendment shall be consistent with the then-current rules and

regulations of the United States Environmental Protection Agency ("USEPA") and MDEQ, but may be more stringent than USEPA and MDEQ rules and regulations.

ARTICLE 18
[RESERVED]

ARTICLE 19
[RESERVED]

ARTICLE 20
RATES

Mimic how this section is stated in Exhibit A Article 7

20.01 [RESERVED]

20.02 [RESERVED]

20.03 [RESERVED]

20.04 [RESERVED]

20.05 [RESERVED]

20.06 Accounting of Project Expenses. Authority recognizes that City's allocation of rates and charges to its Retail Customers may vary depending upon the nature, location and purpose of the particular project carried out by Authority. Accordingly, when requested by City in writing, Authority shall provide reasonable information to assist City in the accounting of expenses for a specified project.

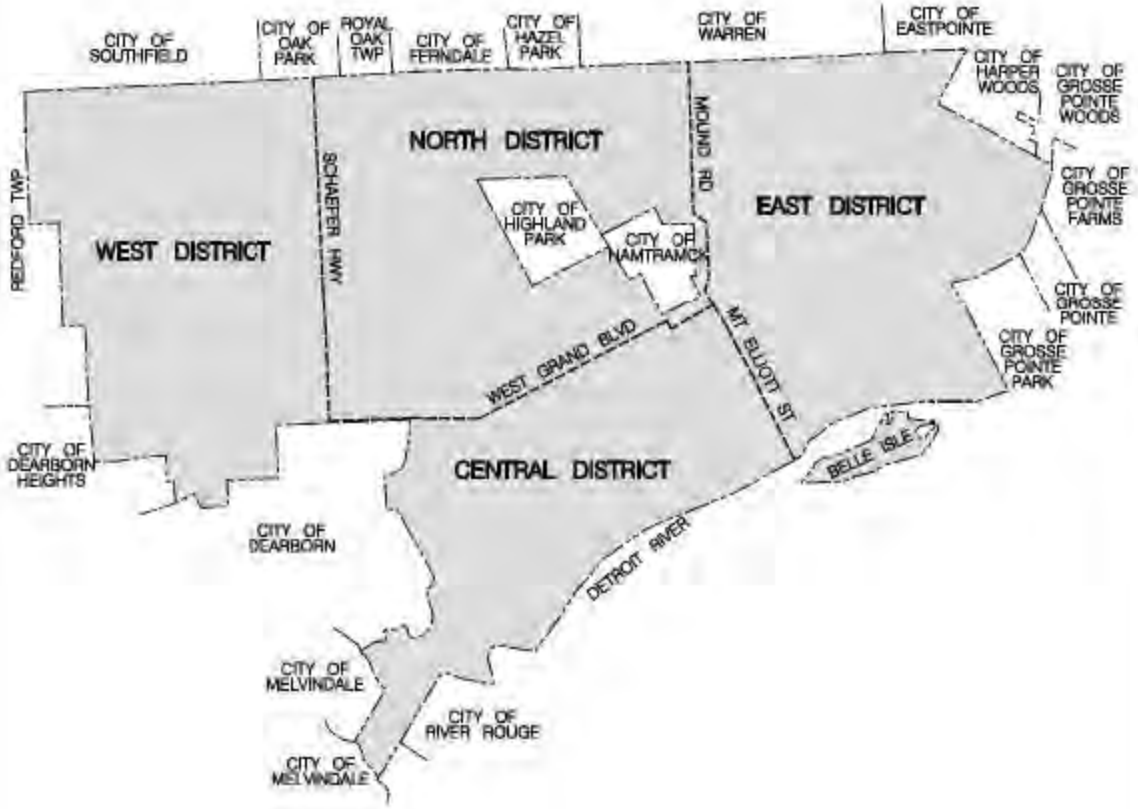
ARTICLE 21
[RESERVED]

EXHIBIT B-I

City's Service Area

This Exhibit contains the following information:

1. The corporate limits of City;
2. The Service Area of City;
3. [RESERVED]
4. Specific Location of Meter(s) and meter vault(s)
5. The Points of Connection to the Regional Sewer System



LEGEND

SYMBOL	DESCRIPTION
	SERVICE AREA
	CITY OR TWP LINE
	DISTRICT BOUNDARY

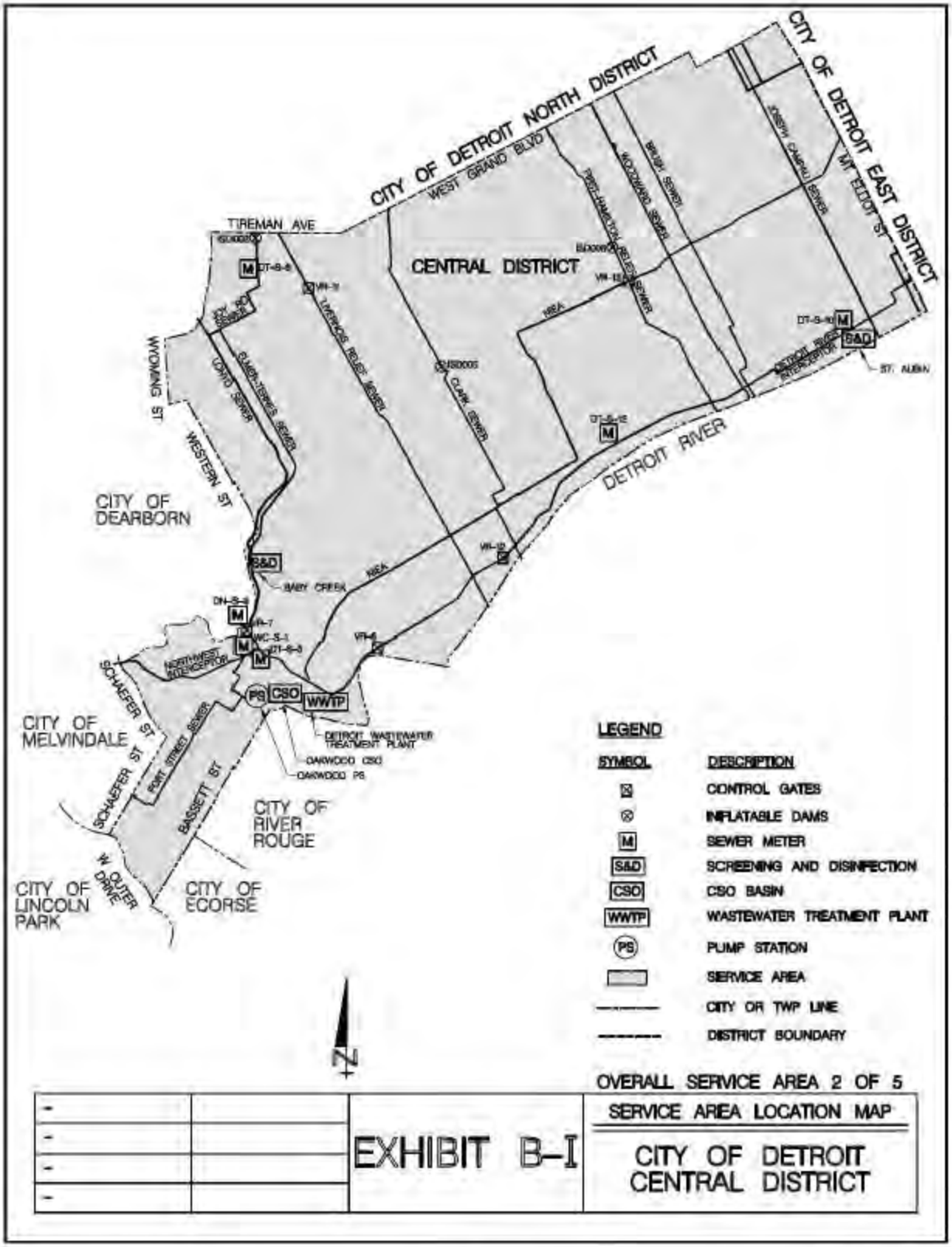
N

OVERALL SERVICE AREA 1 OF 5

SERVICE AREA LOCATION MAP

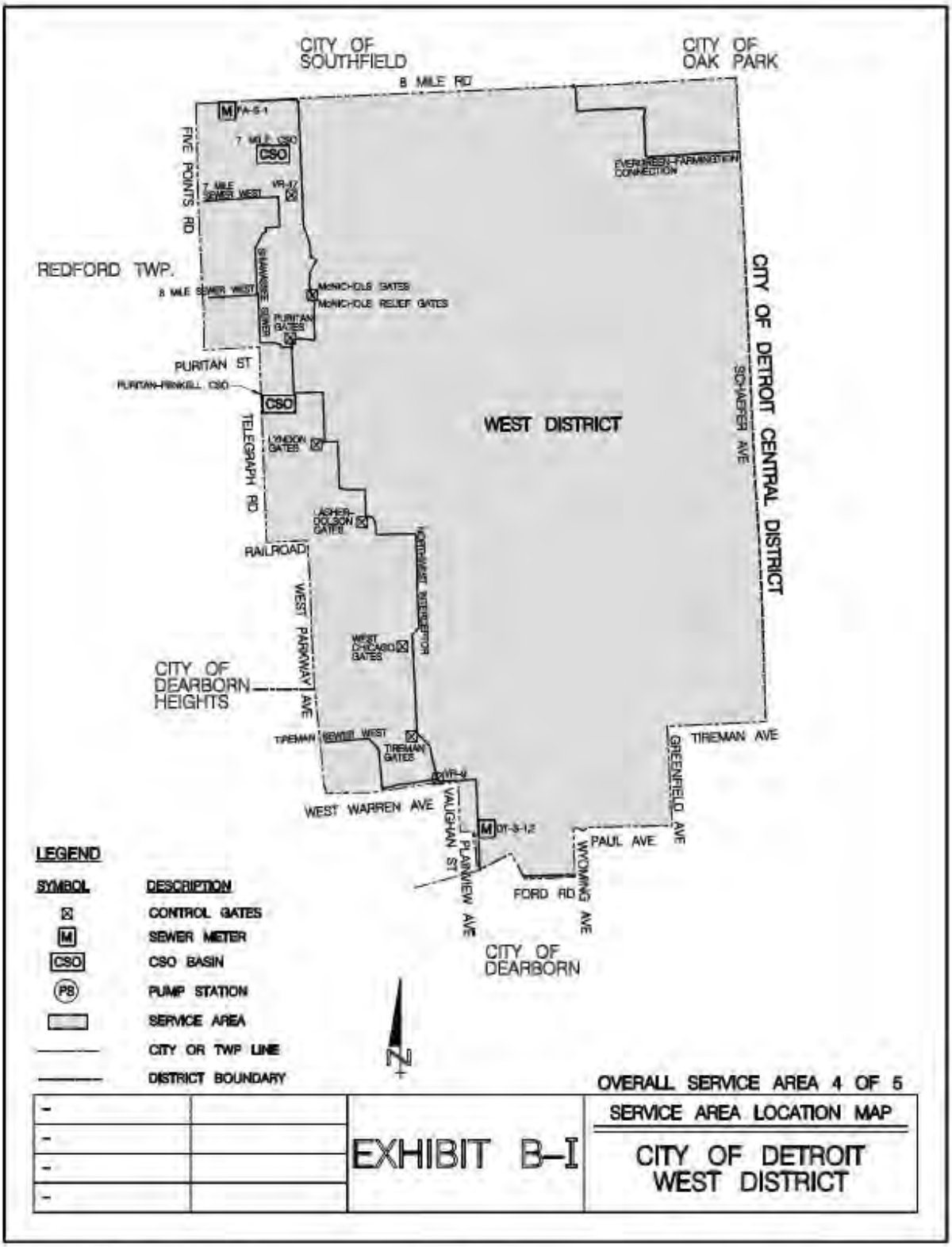
EXHIBIT B–I

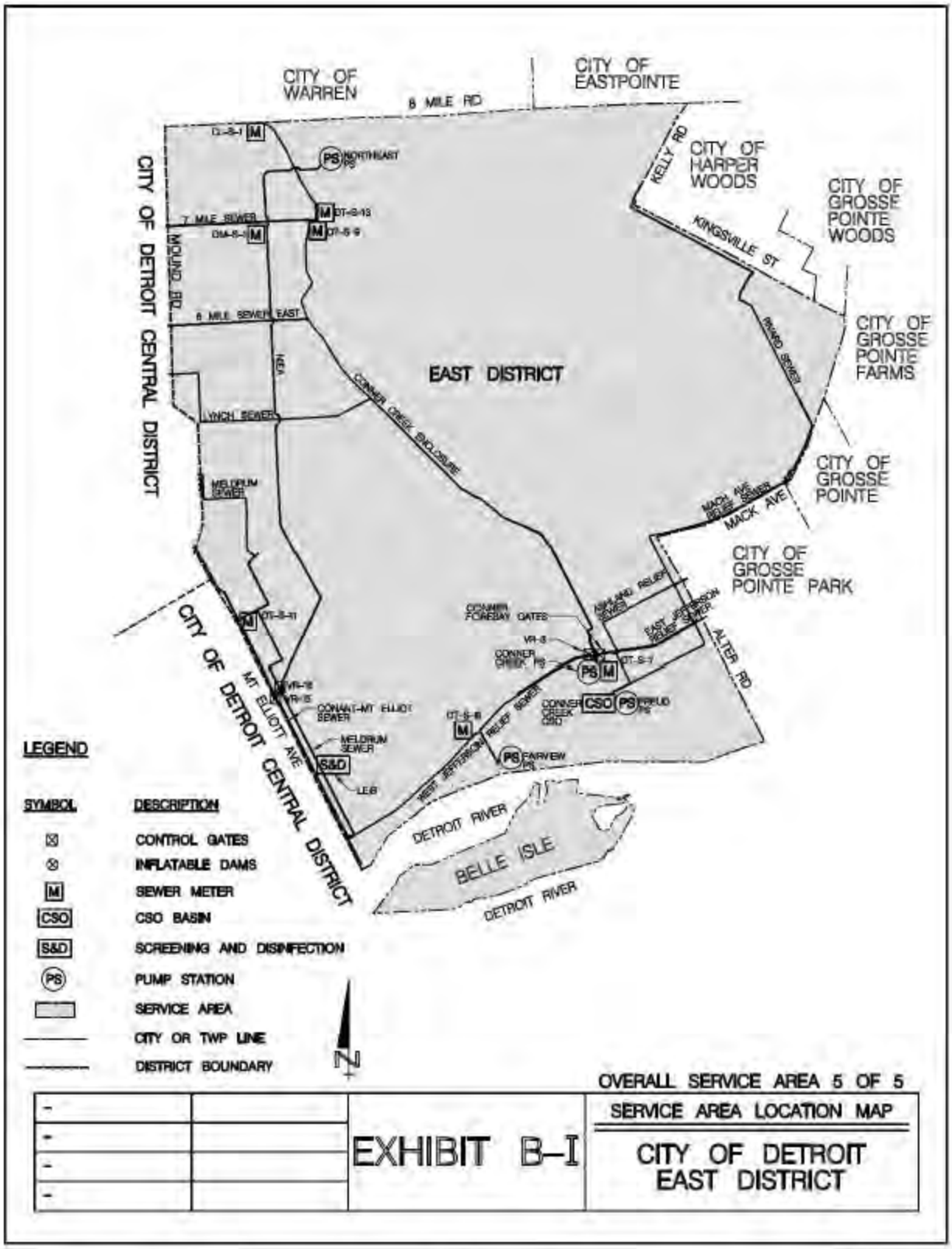
CITY OF DETROIT


CITY OF DETROIT NORTH DISTRICT
CITY OF DETROIT EAST DISTRICT
CENTRAL DISTRICT
WEST GRAND BLVD
TIREMAN AVE
MT ELLIOT ST
ST. AUBIN
DETROIT RIVER
WYOMING ST
WESTERN ST
CITY OF DEARBORN
BABY CREEK
CITY OF MELVINDALE
SCHAEFER ST
W OUTER DRIVE
CITY OF LINCOLN PARK
CITY OF ECORSE
BASSETT ST
CITY OF RIVER ROUGE
DETROIT WASTEWATER TREATMENT PLANT
OAKWOOD CSO
OAKWOOD PS
LEGEND
SYMBOL
DESCRIPTION
CONTROL GATES
INFLATABLE DAMS
SEWER METER
SCREENING AND DISINFECTION
CSO BASIN
WASTEWATER TREATMENT PLANT
PUMP STATION
SERVICE AREA
CITY OR TWP LINE
DISTRICT BOUNDARY
N
OVERALL SERVICE AREA 2 OF 5
EXHIBIT B-I
SERVICE AREA LOCATION MAP
CITY OF DETROIT
CENTRAL DISTRICT

OVERALL SERVICE AREA 3 OF 5

-		EXHIBIT B–I	SERVICE AREA LOCATION MAP CITY OF DETROIT NORTH DISTRICT
-			
-			
-			


CITY OF SOUTHFIELD
CITY OF OAK PARK
8 MILE RD
FA-S-1
7 MILE CSO
CSO
FIVE POINTS RD
7 MILE SEWER WEST
VR-17
EVERGREEN-FARMINGTON CONNECTION
REDFORD TWP.
8 MILE SEWER WEST
SHAWMUSSE SEWER
McNICHOLS GATES
McNICHOLS RELIEF GATES
PURITAN GATES
PURITAN ST
PURITAN-FINKELL CSO
CSO
WEST DISTRICT
CITY OF DETROIT CENTRAL DISTRICT
SCHAEFER AVE
TELEGRAPH RD
LYNDON GATES
LASHER-DOLSON GATES
RAILROAD
NORTHWEST INTERCEPTOR
WEST PARKWAY AVE
WEST CHICAGO GATES
CITY OF DEARBORN HEIGHTS
TIREMAN SEWER WEST
TIREMAN GATES
TIREMAN AVE
GREENFIELD AVE
WEST WARREN AVE
VAUGHAN ST
DT-S-1,2
PAUL AVE
PLAINVIEW AVE
FORD RD
WYOMING AVE
CITY OF DEARBORN
LEGEND
SYMBOL
DESCRIPTION
CONTROL GATES
SEWER METER
CSO BASIN
PUMP STATION
SERVICE AREA
CITY OR TWP LINE
DISTRICT BOUNDARY
N
OVERALL SERVICE AREA 4 OF 5
SERVICE AREA LOCATION MAP
EXHIBIT B-I
CITY OF DETROIT
WEST DISTRICT



OVERALL SERVICE AREA 5 OF 5

-		EXHIBIT B–I	SERVICE AREA LOCATION MAP CITY OF DETROIT EAST DISTRICT
-			
-			
-			

EXHIBIT B-I

City of Detroit Customers Outside Municipal Limits:

870-0008.3001 6401 E 8 Mile Rd, Dearborn Heights
870-0009.3001 6401 E 8 Mile Rd, Dearborn Heights
870-0013.3001 13400 W Outer Dr, Dearborn Heights
870-0014.3001 13400 W Outer Dr, Dearborn Heights
870-0015.3001 13400 W Outer Dr, Dearborn Heights
870-0017.3001 21500 Mount Rd, Dearborn Heights
870-0018.3001 15600-70 Woodrow Wilson St, Dearborn Heights
870-0023.3001 21500 Mount Rd, Dearborn Heights
870-0024.3001 100 Zug Island Rd, Dearborn Heights
870-0025.300, 6109 E 8 Mile Rd, Dearborn Heights
870-0026.300, 100 Zug Island Rd, Dearborn Heights
7512 Hazelton, Dearborn Heights
7518, Hazelton, Dearborn Heights
7530, Hazelton, Dearborn Heights
7536, Hazelton, Dearborn Heights
7546, Hazelton, Dearborn Heights
7554, Hazelton, Dearborn Heights
7568, Hazelton, Dearborn Heights
7604, Hazelton, Dearborn Heights
7612, Hazelton, Dearborn Heights
7618, Hazelton, Dearborn Heights
7626, Hazelton, Dearborn Heights
7634, Hazelton, Dearborn Heights
7642, Hazelton, Dearborn Heights
7676, Hazelton, Dearborn Heights
7696, Hazelton, Dearborn Heights
7702, Hazelton, Dearborn Heights
7716, Hazelton, Dearborn Heights
7724, Hazelton, Dearborn Heights
7732, Hazelton, Dearborn Heights
7740, Hazelton, Dearborn Heights
7748, Hazelton, Dearborn Heights
7756, Hazelton, Dearborn Heights
7764, Hazelton, Dearborn Heights
7776, Hazelton, Dearborn Heights
7788, Hazelton, Dearborn Heights
8028, Hazelton, Dearborn Heights
8038, Hazelton, Dearborn Heights
8048, Hazelton, Dearborn Heights
8056, Hazelton, Dearborn Heights
8066, Hazelton, Dearborn Heights

8074, Hazelton, Dearborn Heights
8084, Hazelton, Dearborn Heights
8092, Hazelton, Dearborn Heights
8102, Hazelton, Dearborn Heights
8110, Hazelton, Dearborn Heights
8120, Hazelton, Dearborn Heights
8128, Hazelton, Dearborn Heights
8138, Hazelton, Dearborn Heights
8146, Hazelton, Dearborn Heights
8156, Hazelton, Dearborn Heights
8164, Hazelton, Dearborn Heights
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8226, Hazelton, Dearborn Heights
8234, Hazelton, Dearborn Heights
8244, Hazelton, Dearborn Heights
8254, Hazelton, Dearborn Heights
8264, Hazelton, Dearborn Heights
8284, Hazelton, Dearborn Heights
8300, Hazelton, Dearborn Heights
8308, Hazelton, Dearborn Heights
8320, Hazelton, Dearborn Heights
8330, Hazelton, Dearborn Heights
8402, Hazelton, Dearborn Heights
8414, Hazelton, Dearborn Heights
23290 Ann Arbor Trail, Dearborn Heights

EXHIBIT B–I

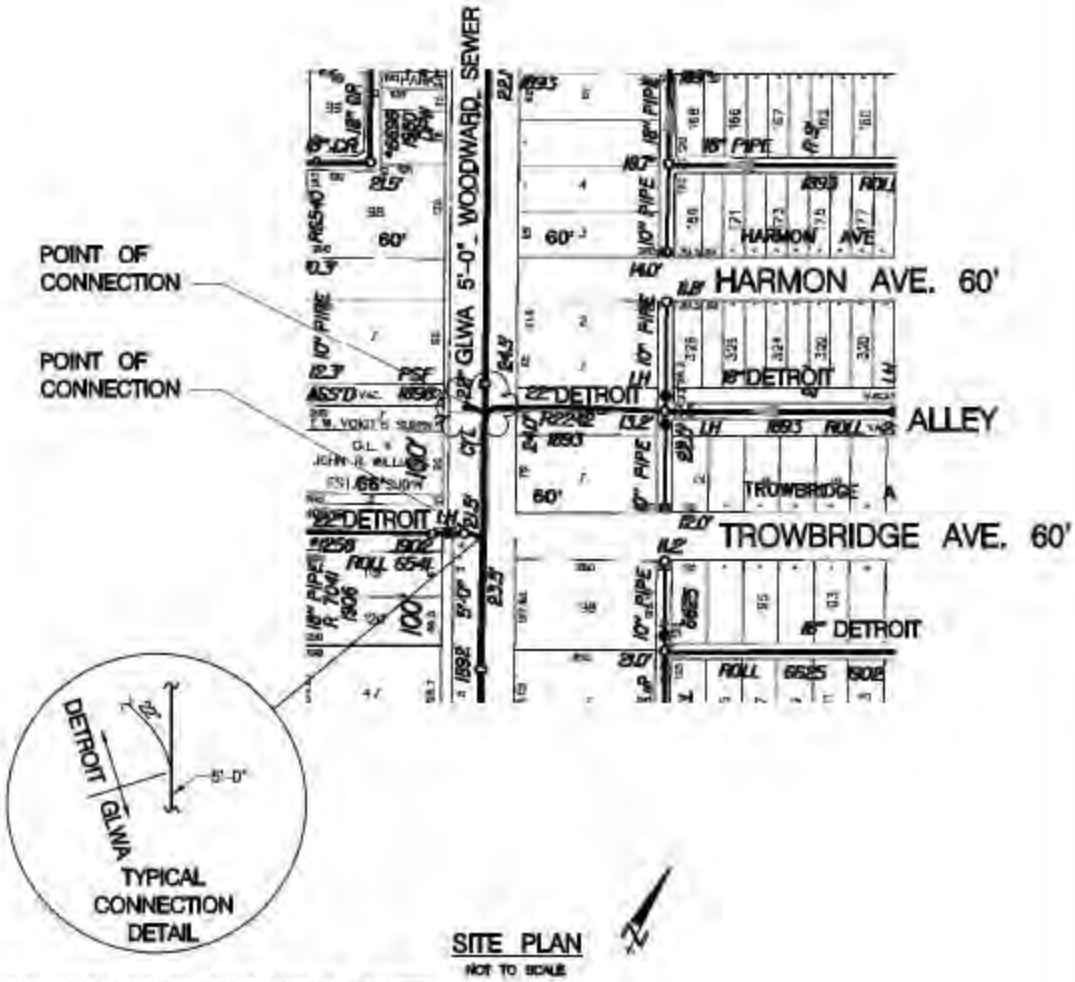
CONNECTION POINT TYPICAL DETAIL
BRUSH SEWER
BRUSH AND TROWBRIDGE
CITY OF DETROIT

DETROIT– CITY OF DETROIT RETAIL SYSTEM
GLWA– GREAT LAKES WATER AUTHORITY
N.C.– NOT CONNECTED

NOTE: ASSETS TO BE LEASED INCLUDE NOT ONLY THE SEWER MAINS IDENTIFIED ON THE MAP BUT ALSO INCLUDE ALL MANHOLES, DROP STRUCTURES WITHIN SUCH MANHOLES, IN-SYSTEM STORAGE DEVICES, SPECIAL STRUCTURES, DIVERSION STRUCTURES, REGULATORS AND THE LIKE LOCATED ON SUCH MAINS

EXHIBIT B–I

CONNECTION POINT TYPICAL DETAIL
WOODWARD SEWER
WOODWARD AND TROWBRIDGE
CITY OF DETROIT



DETROIT– CITY OF DETROIT RETAIL SYSTEM
GLWA– GREAT LAKES WATER AUTHORITY
N.C.– NOT CONNECTED

NOTE: ASSETS TO BE LEASED INCLUDE NOT ONLY THE SEWER MAINS IDENTIFIED ON THE MAP BUT ALSO INCLUDE ALL MANHOLES, DROP STRUCTURES WITHIN SUCH MANHOLES, IN-SYSTEM STORAGE DEVICES, SPECIAL STRUCTURES, DIVERSION STRUCTURES, REGULATORS AND THE LIKE LOCATED ON SUCH MAINS

EXHIBIT B-II

Design Standards Committee

I. Name. The name of this committee is the Design Standards Committee (hereinafter, the "Committee").

II. Purpose/General Responsibilities. The Committee is formed to discuss and make recommendations to Authority, or its designee, on the appropriate specifications and standards which shall govern the design, use of material, and construction of wastewater collection and transport facilities which may, from time to time, be constructed by a First Tier Customer, including the City, for the purpose of collecting and transporting wastewater to the Regional Sewer System. To effectuate this purpose, First Tier Customers may request a review of construction plans and specification by the Committee. In such a case, the Committee shall make the requested review and shall make its recommendations thereon to Authority or its designee.

III. Membership. The entities comprising the Committee shall consist of one (1) representative from the Authority and one (1) representative from each First Tier Customer. The Authority member shall also serve as Chairperson of the Committee.

IV. Meetings. Committee meetings shall be held as follows:

A. Meetings and Notice Thereof. The Committee shall meet at an agreed upon date and time. The time and place of such meeting shall be fixed by the Chairperson. Meetings shall be held as may be necessary and at such times and places as shall be determined by the Committee.

B. Meeting Quorum. A majority of all the members present shall constitute a quorum.

C. Record Keeping. The Committee shall keep a journal of its proceedings, which shall include a record of each vote and each recommendation made to Authority, or its designee, by the Committee.

D. Voting. The Committee shall act by motion. Passage of any measure shall require a simple majority affirmative vote of the quorum present. Deliberation and consideration are required prior to any vote. Each member shall be entitled to one (1) vote adhering to the principle of "one person, one vote".

E. Committee Recommendation. All Committee recommendations shall be transmitted to the Authority, or its designee, for consideration and final determination.

V. Dissolution. The Committee shall continue in existence until dissolved by action of the Committee membership.

VI. Appeals Procedure. Any First Tier Customer who is aggrieved by a decision of Authority, or its designee, relating to a determination based upon a Committee recommendation may appeal to the Board for possible relief of that grievance. Any such appeal shall be made in writing. The determination of the Board shall be final.

EXHIBIT B-III

RESERVED

EXHIBIT B-IV

RESERVED

EXHIBIT B-V

Modified List of Relevant Ratemaking Terms

A. Rate Making Process

1. User Charge Regional Sewer System. Not less than every two years, Authority shall review its method for determining the revenue required for the operation and maintenance of the Regional Sewer System and to ensure that the replacement portion of Authority's rates are distributed proportionately to each user or user class that is tributary to Authority's treatment works (the "User Charge System") to assure that it accomplishes the requirements set out in 40 C.F.R. §35.929-2(b).

2. Local User Charge Regional Sewer System. The City agrees that, as the Authority's agent, it shall adopt and enforce rules and regulations to implement and maintain a revenue system whereby, as a minimum, the operation, maintenance and replacement portion of Authority's rates are distributed proportionately to each user or user class within the City Retail Customer Class that is tributary to Authority's treatment works. The rules and regulations shall provide for monitoring of commercial, governmental and industrial users and shall be consistent with the monitoring rules and regulations of the Authority. The Board shall have the right under said rules and regulations to audit all monitoring activities including the right to perform monitoring tests itself to verify the accuracy of monitoring results.

3. Future Ratemaking Information.

a. Whenever Authority undertakes any study which may result in the revision of rates to the Retail Customers and the wholesale customers, it shall notify the City and the wholesale customers and provide those customers, their agents, consultants and attorneys, any final reports prepared in the course of such study and, upon written request, any interim or preliminary reports, and meet with the contracting parties to explain and discuss the reports being provided. When implementing any change in sewage treatment rates, the City and Authority shall comply with the applicable public participation requirements of 40 CFR Part 25, and MCL 117.5e(b). The Authority shall hold a public hearing prior to the adoption of sewage treatment rates. No later than fifteen (15) days prior to the Authority's hearing, and upon request, the Authority shall provide the City with the rate report and supporting documents to be considered by the Board.

4. Commitment to Collaborative Process. Authority shall establish and continue a customer outreach and involvement process to facilitate a cooperative working partnership between Authority and First Tier Customers based on the free flow of information regarding financial conditions and operational functions. The Steering Committee, with its subcommittees, is established as the forum in which discussion and development of recommendations to Authority regarding wastewater system operation, maintenance, rates, and best practices occurs. The parties agree that the rate making process will incorporate guidance and input from the Steering Committee and its work groups.

B. Revenue Requirements

1. Revenue Requirements. Revenue requirements shall be based upon the finances required to meet all operating, maintenance, capital requirements including debt financing and debt service coverage required by the Master Bond Ordinance, or Board policy, and any obligations imposed by law, and shall reflect not only recent cost experience but also a

recognition of the reasonably estimated future cost levels during the period for which the rates are being established.

a. Operating and Maintenance Expenses of the Regional Sewer System.

(i) Operating and maintenance expenses shall include replacement of process equipment, accessories, or appurtenances which are necessary to maintain the capacity and performance for which the treatment works is designed and constructed.

(ii) The rate for operation and maintenance expenses, including replacement, shall include surcharges to be applied to discharges of individual users whose loadings of specified pollutants exceed normal loadings. The Board shall specify the pollutants that may be surcharged and shall define normal loading thresholds of each pollutant. The rate shall conform to Section 204(b) (1) (A) of Public Law 92-500, as amended, and regulations of the United States Environmental Protection Agency, being 40 CFR 35.929 through 35.929-3.

b. Capital Financing. Authority shall adopt a five-year financial plan and a five-year capital improvement plan for the expansion, renewal and replacement of common use major capital assets and improvements and shall update the plans at least bi-annually. The plans shall provide for the financing of major capital assets and improvements with a mix of revenue bonds and revenue-financed capital designed to accomplish the financial goals established by the Board, considering public water and sewer utility financial benchmarks, including, without limitation, unrestricted net assets, rate stability, strong bond ratings and a long-term goal of achieving reasonable debt service coverage levels and reasonable levels of debt service as a percentage of total revenue.

c. Depreciation. To the extent that the "Cash Basis" of ratemaking is applied in future rates, revenue requirements shall not include a depreciation expense element, which, together with a rate of return and provision for operation and maintenance expense, would generate revenues in excess of system revenue requirements including coverage.

2. Adjustments to Prospective Revenue Requirements. Authority shall review the differences in each class cost pool between the projected revenue requirement for a rate year and the actual revenue received for that rate year to determine potential adjustments to prospective allocations and budgets/revenue requirements for that cost pool according to the procedures set forth in **Attachment B-V-1**, Rate Simplification Recommendations, November 22, 2013. The purpose of this review will be to avoid material deviations from the principles in Section D(1) below between projected and actual revenue requirements over the medium term. To the extent that the Board determines that a material variance exists in a cost pool, the Board may, at its discretion, modify prospective revenue requirements in one or more subsequent rate years to eliminate the variance.

3. Bad Debt Expense.

a. A "bad debt expense" is a delinquency by an Authority customer that is classified as "bad debt expense" pursuant to then applicable accounting procedures.

b. Quarterly, the Authority will provide to the City and the wholesale customers current information on individual delinquencies in payment of Retail Customer ("City Retail Customer Class") and wholesale class bills (a "Delinquent Customer"). On or before January 1 each year, the Authority will provide the City and the wholesale customers a statement of the

amount of bad debt expense attributable to a Delinquent Customer to be included in the prospective rates for that customer if delinquent and each Delinquent Customer and the amount of bad debt expense from prior rate years for each such Delinquent Customer.

c. The Authority shall review the differences between the projected bad debt expense assigned to specific customer classes (noted below) in a rate year and the actual bad debt expense incurred for that rate year. Any negative variance between the projected bad debt expense and the actual bad debt expense incurred for that year shall be incorporated into the revenue requirement for the next-commencing rate year to insure that revenue shortfalls due to nonpayment of sewer charges are recovered.

d. For purposes of this clause, specific customer classes are defined as:

	Bad Debt Expense	Responsible Customer Class
1.	Detroit Retail Customers	Detroit Retail Customers
2.	Wholesale Contract Customers	Wholesale Contract Customers
3.	Surcharge Customers	Surcharge Customers
4.	Wayne County Hwy Drainage	Wayne County Hwy Drainage
5.	Michigan DOT Hwy Drainage	Michigan DOT Hwy Drainage
6.	Industrial Waste Control	Industrial Waste Control

e. The Authority shall use all commercially reasonable efforts, which may include legal action, to recover all delinquent wholesale billings before they are classified as bad debt expense and charged to the wholesale customer class.

f. Delinquencies that have been classified as bad debt expense shall continue to be charged against and shown on the Delinquent Customer's bill until such time as the delinquency is paid or released. Payments made by a wholesale customer with regard to its delinquent accounts after they have been charged as a bad debt expense to the wholesale customer class shall be credited to the wholesale customer class' revenue requirement in the rate year following such payment. Payments received from delinquent wholesale customers shall be applied to the oldest unpaid invoice, whether or not the invoice has been classified as a bad debt expense.

g. [Reserved]

h. [Reserved]

i. [Reserved]

j. The Board shall develop rules and procedures as necessary to implement and carry out the provisions of section B(3) of this Exhibit B-V.

C. <u>[RESERVED]</u>

D. <u>Allocation of Costs of Service</u>

1. Uniform Allocations of Costs Incurred. Authority shall recover costs incurred by the Regional Sewer System by instituting rates which assign, allocate, and apportion such costs to all ratepayers on the basis of principles uniformly applicable to all, it being the intention of the parties that such rates (whether designed on the utility or cash basis) will, as nearly as is practical, recover from each customer class the respective costs of providing service regardless of the ratepayer's location. In particular:

a. If Authority implements rates based upon a system of charging a percentage rate of return on net asset or capital structure rate base, (through the use of the so-called utility basis of rate making), there shall be no differential in the rate of return charged to Retail Customers residing or located within the City of Detroit and Retail Customers located outside the City of Detroit. Nothing herein contained shall prohibit Authority from designing its rates on the so-called cash basis.

b. Should Authority use the cash basis to allocate capital costs in any future rate study, the allocation of debt service costs to all customers or facilities shall be based upon the system weighted average interest rate at the time.

c. Authority shall use surcharges to recover incremental revenue requirements incurred in treating sewage which, at the point of discharge, contains specified pollutants in concentrations exceeding those of normal domestic sewage as defined by the Board.

d. All revenue requirements other than those revenue requirements recovered by surcharges pursuant to subsection (1)(c) may be recovered by volume alone, or by volume and surcharges, or by any method which provides a distribution of costs reasonably related to the service provided.

e. The parties' current plan (at the time of this agreement) for achieving the principles set forth in this Section is set forth in **Attachment B-V-1**. Consistent with Section A(2) of this Exhibit B-V, the Parties, by mutual agreement, may modify **Attachment B-V-1** to reflect new information and approaches to achieving the principle set forth in Section D(1).

2. Combined Sewer Overflow (Wet Weather Facilities).

a. Certain new wet weather facilities being constructed or to be constructed by the City or Authority to alleviate combined sewer overflows from its wastewater transportation, conveyance and treatment system contain or will contain wet weather flows generated from both inside and outside the City of Detroit. Subject to Section 5.2(f) of the Agreement, Authority shall charge customers within the City of Detroit 83% and customers outside the City of Detroit 17% of the capital costs and costs incurred in the operation and maintenance of such facilities. Authority shall allocate the 17% of such capital and operation and maintenance costs charged to customers outside the City of Detroit consistent with **Attachment B-V-2**, Agreement to Revise CSO Project List.

b. **Attachment B-V-2** provides a description of the new wet weather facilities, referred to in subsection (2)(a) above, that are currently under construction or to be constructed by Authority and their estimated costs. Costs associated with improvements to facilities at the WWTP, also listed on **Attachment B-V-2**, will continue to be allocated on a common-to-all basis to Retail Customers consistent with municipalities which are wholesale customers. Costs associated with Detroit-only projects, also listed on **Attachment B-V-2**, will be charged to Retail Customers only. If Authority determines that it is reasonable, appropriate or necessary to

construct additional wet weather facilities in the future that will serve wet weather flows generated inside and outside of the City of Detroit, each contract customer or customer class reserves the right to contest its respective allocation of costs.

E. <u>Evaluation of Wastewater Flows</u>. The Authority shall continue ongoing technical review of wastewater flows in the Regional Sewer System to establish and maintain wastewater contribution data that will support the proportional allocation of costs as set forth in D(1). The parties agree that the wastewater flow elements of ratemaking terms under prior agreements, including the allocation of infiltration and inflow and the application of a uniform overflow credit are accommodated in the sewer rate methodology set forth in Exhibit B-V-1. The scope of the ongoing review is intended to encompass the types of evaluations traditionally conducted utilizing the Greater Detroit Regional Sewer System model and related tools. The scope of ongoing review will be established from time to time by the Board, after consultation with the Steering Committee and related forums.

F. <u>Industrial Waste Charges</u>. Prior to the adoption by the Authority, and concurrence with by the constituent members, of rules and regulations pertaining to the use, design and construction of sewers, and the discharge of industrial or commercial wastes into sewers where such sewers are tributary to the Authority's treatment works:

1. The City agrees that it shall not amend or adopt any ordinances pertaining to the use, design and construction of sewers, and the discharge of industrial or commercial wastes into sewers, less stringent than the current provisions of Chapter 56, Article I, and Chapter 56, Article III, of the Municipal Code of the City of Detroit. In the event the City violates this Section, or fails to diligently enforce the relevant ordinances, the matter shall be referred to the Engineer Panel under Section 7.3 for resolution. The Engineer Panel shall be empowered to order any of the following:

a. Deny or condition new or increased contributions of pollutants or changes in the nature of pollutants to the waste collection system by Industrial Users and Significant Industrial Users served by the Local Sewer System. The terms "Industrial Users" and "Significant Industrial Users" shall mean those users defined in Section 56-3-58.1(a) of Chapter 56, Article III, Division 3 of the Municipal Code of the City of Detroit and as may be amended from time to time.

b. Require compliance with applicable current future National Pretreatment Standards and other more restrictive requirements as may be imposed by the Authority promulgated by the U.S. EPA under the Federal Water Pollution Control Act, 33 U.S.C. 1251 et seq.

c. Control, through permit, contract order, or similar means, the contribution to the waste collection system by Industrial Users and Significant Industrial Users served by the Local Sewer System to ensure compliance with subsection (b) above.

d. Require the development of compliance schedules by Industrial Users and Significant Industrial Users served by the Local Sewer System for the installation and operation of facilities required to meet applicable National Pretreatment Standards and other more restrictive requirements as may be imposed by the Authority.

e. Require the submission of notices and self-monitoring reports from Industrial Users and Significant Industrial Users served by the Local Sewer System to assess and assure compliance with National Pretreatment Standards and other more restrictive requirements as may be imposed by the Authority.

f. Carry out all inspection, surveillance and monitoring procedures necessary to determine, independent of information supplied by Industrial Users and Significant Industrial Users served by the Local Sewer System, compliance or noncompliance with applicable National Pretreatment Standards and other more restrictive requirements as may be imposed by the Authority. The parties recognize that the Authority may contract with qualified parties to carry out the inspection, surveillance and monitoring procedures of this paragraph.

g. Seek injunctive relief against Industrial Users and Significant Industrial Users served by the Local Sewer System for noncompliance with National Pretreatment Standards and other more restrictive requirements as may be imposed by the Authority.

h. Require Industrial Users and Significant Industrial Users served by the Local Sewer System to install containment facilities to protect the treatment works from accidental spills of critical or hazardous materials

2. [RESERVED]

EXHIBIT B-V

ATTACHMENT 1

RATE SIMPLIFICATION RECOMMENDATIONS

EXHIBIT E

ATTACHMENT 1

RATE SIMPLIFICATION RECOMMENDATIONS

TO: Board of Water Commissioners

FROM: Rate Simplification Work Group

DATE: November 22, 2013

SUBJECT: Rate Simplification Recommendations

EXECUTIVE SUMMARY

1. The Why and What of Rate Simplification

The Rate Simplification Work Group ("Group") was charged with recommending a simplified approach to estimate each customer's relative share of the sewer system's common-to-all revenue requirements while maintaining the present level of fairness and accuracy of the share estimates, improving transparency and revenue predictability, but requiring less time and effort.

Accordingly, the Group recommends three proposals to simplify the rate-setting process. The proposals will be implemented in the FY 2014-15 rates.

Before the end of the FY 2016-17 rate year, the Sewer Steering Committee will evaluate the implementation of the proposals and recommend adjustments as may be deemed necessary.

DWSD will continue to monitor the flow and cost data used in allocating common-to-all revenue requirements to insure that the data and the processes/equipment used to generate the data are valid and accurate and to correct material errors when detected. These efforts are necessary and will continue whether or not the simplification proposals are implemented.

2. Simplified Allocation of Common-To-All Costs

For more than a decade, each Tier 1 customer's share of the common-to-all revenue requirement has been remarkably stable, notwithstanding that there have been significant changes in demographics and economic conditions. Furthermore there appears to be a consensus among customers that the overall allocation of the revenue requirement has been fair.

It is proposed that the allocation of common-to-all revenue requirements be simplified as follows:

- Each Tier 1 customer's "Share" expressed as a percentage of the DWSD common-to-all revenue requirements for an agreed-upon <u>future</u> multi-year "Rate Period" will be based on its average share of system revenue requirements for an agreed-upon <u>prior</u> period. The first Rate Period will be three years beginning FY 2014-15. The Work Group is still evaluating the period to be used to establish shares for the first Rate Period.

- Differences between the projected revenue requirement for a rate year and the actual revenue requirement for that year <u>may</u> be made up by adjusting revenue

requirements in a subsequent rate year as decided by the Board. However, differences between the amounts of bad debt estimated in the budget and actual bad debt will be incorporated into the revenue requirement for a subsequent rate year to insure that revenue shortfalls due to nonpayment of sewer charges are recovered.

- The rate protocols used to calculate Shares will not be changed during a Rate Period.

- Each customer's share of the system revenue requirement will be billed in monthly installments.

- Shares may be adjusted during a Rate Period if a customer can demonstrate a material change in shares has occurred.

- The current "Look Back" process will not be continued after FY 2013-14.

3. Simplified Flow Balancing

Over half of the flow reaching the Wastewater Treatment Plant is not measured through customer wastewater billing meters and, therefore, is not directly attributable to any specific customer based on wastewater meter data. DWSD and its customers developed procedures to estimate these flows and to remove from the rate allocation process some flows that do not reach the wastewater treatment plant.

The Group recommends a simplified approach to allocate flows between customers with billing meters and the unmetered customers Detroit plus Highland Park and Hamtramck and other small unmetered customers. The simplified flow balance process is designed to accomplish the same flow allocation as the more complex procedures presently used.

4. Simplified Estimates of Cost Pools

DWSD's costs are accumulated into several cost pools reflecting costs for certain types of wastewater services because use of these services varies by customer class (Detroit retail specific, suburban wholesale specific, industrial specific, CSO-related, sanitary and stormwater).

The Group recommends that for the first Rate Period, operating costs in the cost pools will be approximated as the best estimate of costs for the Rate Period. Capital costs will continue to be allocated to cost pools based on DWSD's fixed asset database. At the end of the first Rate Period, the quality of DWSD cost accounting will be evaluated with the objective of revisiting the best method to allocate costs to the cost pools for rate setting purposes.

DETAILED DESCRIPTION OF RECOMMENDATIONS

1. The Why and What of Rate Simplification

The Rate Simplification Work Group was charged with recommending a simplified approach to estimate each customer's relative share of the sewer system's common-to-all revenue requirements while maintaining the present level of fairness and accuracy of the share estimates, improving transparency and revenue predictability, but requiring less time and effort.

During the Group's work, it became clear that other aspects of the rate setting process could be simplified. A proposal to simplify the presently complex process of allocating unmetered flows in the system among customers has been developed. Likewise the Work Group proposes that the process of grouping of costs into the costs pools that are allocated among different customer classes should be simplified.

Accordingly, the Group recommends three significant proposals to simplify the rate-setting process.

The recommendations will be implemented in the FY 2014-15 rates. They will remain in place through the FY FY2016-17 rate year. Before the end of the FY 2016-17 rate year, the Sewer Steering Committee will evaluate the implementation of the following recommendations and recommend adjustments as may be deemed necessary.

The Group recommends continuing activities to monitor the flow and cost data used in allocating common-to-all revenue requirements to insure that the data and the processes/equipment used to generate the data are valid and accurate and to correct material errors when detected. These efforts are necessary and will continue whether or not the simplification proposals set forth below are implemented.

2. Summary of the Recommended Approach for Rate Simplification

Each customer's charge for common-to-all sewer services is a function of two components: the sewer system's total revenue requirement and each customer's relative share ("Share") of that revenue requirement based on its relative volume and flow characteristics. Because much of the flow in the system does not pass through billing meters, a complicated methodology to allocate "unmetered" flow has been developed and is currently employed. Further, because the costs to treat wastewater flow depend on flow characteristics, other protocols are used to develop costs pools for various types of transport and treatment costs. The recommendations below seek to simplify each of these processes.

(a) <u>Historical Stability of Customers' Relative Shares of Revenue Requirements</u>

The key to the rate simplification recommendations is that for more than a decade, each Tier 1 or wholesale customer's share of the total sewer revenue requirement has been remarkably stable, notwithstanding that there have been significant changes in demographics and economic conditions and revisions to the rate-setting protocols.

Figure 1 shows each Tier 1 customer's share of "allocation volume" for the period 2008 to 2012 and the average over that period. Allocation volume is the principal measure on which

"common-to-all" costs (those costs all customers share) are allocated. This measure is coupled with the characteristics of sanitary and non-sanitary flow and the pollutant strength of each to determine each customer's final share of common-to-all costs.

Figure 2 shows each Tier 1 customer's share of common-to-all revenue requirements over the same period using the FY 2011-12 rate protocols.

In both figures, it can be seen that annual deviations from the long term average are minor with very limited exception.

There is a consensus among customers that the overall allocation of the revenue requirement has been fair. Furthermore, when a customer has identified data that is in error, questioned the proper attribution or accounting for costs, or challenged an aspect for the rate protocols, DWSD and the customers have worked successfully to reach a consensus on a resolution.

The take-away has been that the allocation of revenue requirements could be greatly simplified by allocating revenue requirement based on "historical" shares so long as there are processes to:

- Adjust historical shares to reflect any material changes in use of the wastewater system over time, and

- Address any errors in flow data, correct any inaccuracies in aggregation or allocation of costs to customer classes, and review any rate protocol that appears to stray from the underlying principle that customers should bear a proportional share of system costs based on their use.

The Group believes that the recommendations below are an appropriate way to allocate costs consistent with historical practices while incorporating those protections.

(b) Simplified Calculation of Common-to-All Shares

At present, the calculation of each customer's common-to-all revenue requirement is performed before each rate year begins, using detailed budget and flow projections. After the close of the rate year, a Look Back is performed in which the detailed calculations are repeated to true up customers' charges based on audited financials and actual flow. The calculations rely on complex technical analyses, approximations and assumptions to produce "best estimates" of volume and flow characteristics for each customer. Analyses of these rate protocols have demonstrated that although they demand substantial time and effort in their calculation, they result in only approximate estimates of each customer's use of or demand on the DWSD's system. Further, when considered as a proportionate share of the total system revenue requirement, each customer's estimated relative share of the common-to-all revenue requirement has been fairly constant over the past 10 years, notwithstanding demographic changes and changes in the rate protocols.

To simplify the calculation of Shares, the Group recommends:

- Each wholesale customer's percentage "Share" of the DWSD sewer system's common-to-all revenue requirement for an agreed-upon future multi-year "Rate Period" will be based on its average share of system revenue requirements for an agreed-upon prior period.

- The first Rate Period will be three years from FY 2014-15 through FY 2016-17.

- Shares for the first Rate Period were developed as described in Exhibit 1, The Foster Group, Memorandum, "Initial Rate Period SHARES" (November 22, 2013).

- Although the length of the second Rate Period will be determined later during evaluation of the first Rate Period, the initial expectation of most group members is to establish subsequent Rate Periods of five-years duration.

- Each year during a Rate Period, DWSD will establish annual budgets and annual common-to-all revenue requirements for all customers. Thus, although a customer's Share will remain the same during a Rate Period, its annual common-to-all revenue requirement during the Rate Period will go up or down as DWSD's annual common-to-all budget goes up or down.

- Differences between the projected revenue requirement for a rate year and the actual revenue requirement for that year may be made up by adjusting revenue requirements in one or more subsequent rate years. This will be an annual Board policy decision based on the Board's current financial plan.

    - However, differences between the amounts of bad debt estimated in the budget and actual bad debt will be incorporated into the revenue requirement for a subsequent rate year to insure that revenue shortfalls due to nonpayment of sewer charges are recovered.

- The rate protocols used to calculate Shares will not be changed during a Rate Period.

- Changes in Shares will be adjusted during the Rate Period only to the extent that the Steering Committee approves interim adjustments.

    - If, during a Rate Period, a customer demonstrates to the satisfaction of the Steering Committee that its flows will or have changed materially during that Rate Period, the Steering Committee will recommend to the Board adjustments to all customers' Shares during that Rate Period. Exhibit 2 is the process for reviewing and acting on requests for changes in shares.

        - In a similar fashion, if there is a reason to change the allocation of CSO/wet weather costs, DWSD and its customers will engage in a process to reallocate.

- During the Rate Period, meters will continue to be maintained, meter data will continue to be collected, and the data will be monitored at least annually for any apparent permanent trends in relative shares.

- Before the beginning of a Rate Period, customer Shares will be updated as necessary to take into consideration any changes in relative shares among customers during the immediately preceding Rate Period.

- Each customer's share of the system revenue requirement will be billed in monthly installments.

    - The default approach will be 12 equal installments, but winter and summer seasonal factors will be developed at customer request.

- The current "Look Back" process will not be continued after FY 2013-14.

Exhibit 1 sets forth the Base Shares for Detroit retail and all wholesale customers.

(c) Simplified Calculation of "Suburban Common-to-All Revenue Requirements

Costs for metering and customer outreach are allocated only to suburban wholesale customers based on relative flow. The relative flow percentages for each suburban wholesale customer are set forth in Exhibit 1. All other provisions of rate simplification for common-to-all revenue shall apply to these costs as well.

(d) Allocation of CSO Costs

There will be no change in the allocation of costs associated with DWSD's CSO program. The CSO allocation shares are set forth in Exhibit 1.

(e) Simplified Flow Balancing

Over half of the flow reaching the Wastewater Treatment Plant is not measured through customer wastewater billing meters and, therefore, is not directly attributable to any specific customer based on wastewater billing meter data. The flows originating within Detroit come from unmetered retail customers. The local sewer systems in Highland Park, Hamtramck, parts of Dearborn are interconnected with Detroit's system or are otherwise unmetered, preventing customer-specific metering of those flows. Finally downstream from customer billing meters there is infiltration and in-flow (I/I) into the shared trunk and interceptor sewers that is unmetered in terms of contributions from specific customers.

DWSD and its customers developed procedures to estimate these unmetered flows and to remove from the rate allocation process some flows that do not reach the wastewater treatment plant. The practical net effect of this allocation process is to attribute some unmetered flow to Detroit, Highland Park and Hamtramck and several small wholesale customers (collectively "Detroit+ Flow"), and to attribute the balance of the unmetered flow ("Common Flow"), to all customers pro rata.

To simplify the allocation of unmetered flows, the Group recommends:

- Common Flow (aka the ”Z Factor”) as an average percentage of total flow will be estimated based on a review of historical data. For the first Rate Period, the Z Factor will be calculated as the average Z Factor in effect during for FY 2007-08 through FY 2011-12.

- Common Flow will be excluded when computing Shares.

- Shares will be computed as fractions of the sum of billing meter flows plus Detroit+ Flow.

- Detroit+ Flow will be allocated among Detroit, Hamtramck, Highland Park and all other unmetered customers based on estimated retail water sales or some other basis as determined by DWSD.

(f) Simplified Estimates of Cost Pools

DWSD’s costs are accumulated into several cost pools reflecting costs for certain types of wastewater services because use of these services varies by customer class (Detroit retail specific, suburban wholesale specific, industrial specific, CSO-related, sanitary and stormwater).

It has been challenging to accurately accumulate many of DWSD’s non-capital costs into distinct cost pools.

As DWSD implements new finance and accounting systems, accurate cost accumulation should improve.

To simplify the development of cost pools, the Group recommends:

- For the first Rate Period, cost pools will be based on the best estimate of relative cost pools for FYFY 2015 to FY 2017 3-14. The common-to-all costs is comprised on a flow-based sub-pool for those common-to-all costs that vary with flow and a strength of flow-based cost pool for those common-to-all costs that vary with both flow and strength of flow. For the common-to-all cost pool, 47% of these costs will be attributed to the flow-based common-to-all cost sub-pool and 53% will be attributed to the strength of flow common-to-all cost sub-pool.

- CSO-related costs that will be allocated on the 83%/17% Detroit/suburban wholesale split shall be budgeted and tracked as accurately as possible

- At the end of the first Rate Period, the quality of DWSD cost accounting will be evaluated with the objective of revisiting the best method to allocate costs to the cost pools for rate setting purposes.

- Capital revenue requirements will continue to be assigned to cost pools based on DWSD’s fixed asset records.

(g) Rate Simplification Pro Forma

Exhibit 3, The Foster Group, Memorandum, Rate Simplification Pro Forma (November 22, 2013) sets forth the hypothetical calculations of how the rate simplification recommendations would have been applied to the projected FY 2013-14 revenue requirements had the Base Shares set forth in Exhibit 1 been in effect.

3. Activities to Insure the Accuracy of Flow and Cost Data

(a) Flows

Presently the Flow Monitoring Task Force is charged with overseeing the accuracy of meters and data validation. This activity will continue as before. A stronger emphasis will be placed on determining whether any customer's underlying flow characteristics have changed (as distinguished from normal variations due to climatological conditions). The rate simplification approach will reduce the level of effort for activities related to cost allocation (*e.g.*, flow balance) and may permit a reduction in the amount or frequency of data validation activities.

Data verification will be performed annually.

While a detailed cost allocation procedure will not be performed annually, DWSD and the wholesale customers will develop flow-based measure(s) to compare how annual shares track against the historical average being used for the Rate Period. If a significant trend is found, communication to all customers for future rate planning will occur.

As the rate simplification process was nearing completion, the Detroit retail representatives requested a further evaluation of strength of non-sanitary flow. This topic will be given further study during the initial Rate Period with the results incorporated in the allocation for the next Rate Period as appropriate.

(b) Costs

The tracking of costs by cost center and customer class is an activity that has been challenging. DWSD has several initiatives underway to improve cost tracking and allocation for a variety of management purposes, not only rate setting. DWSD is committed to continue these efforts as part of its overall program to improvement financial planning and accounting. The proposal to simplify the allocation of cost pools should help streamline this effort.

There are a number of open issues related to the accounting for or classification of certain costs:

- Customer outreach costs,
- Customer connect interceptor costs, and
- Classification of capital assets to customer classes.

Resolution of these issues will not affect or be affected by the above rate simplification recommendations. Efforts to resolve these issues will continue as part of ongoing rate committee activities.

FIGURE 1

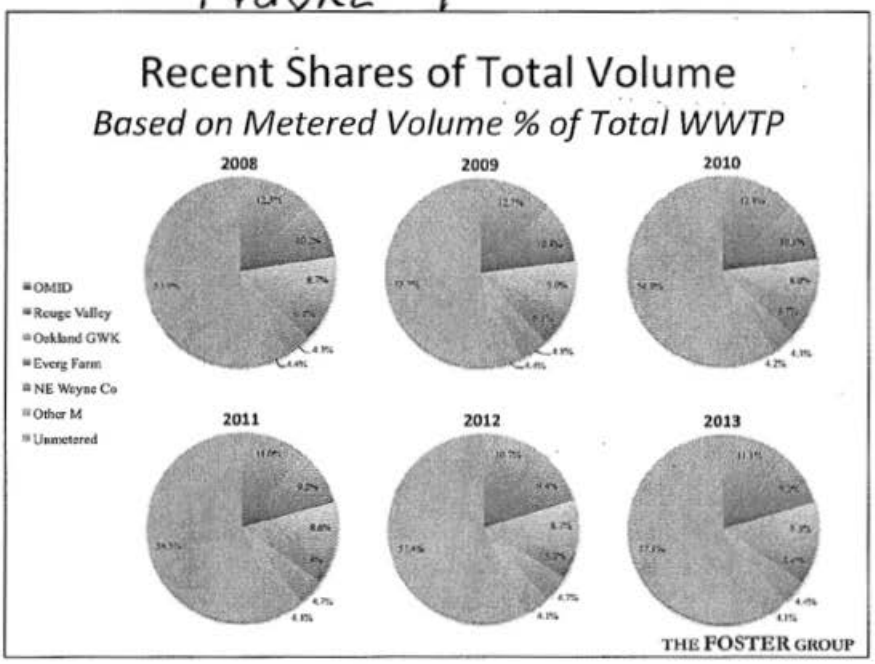


FIGURE 2

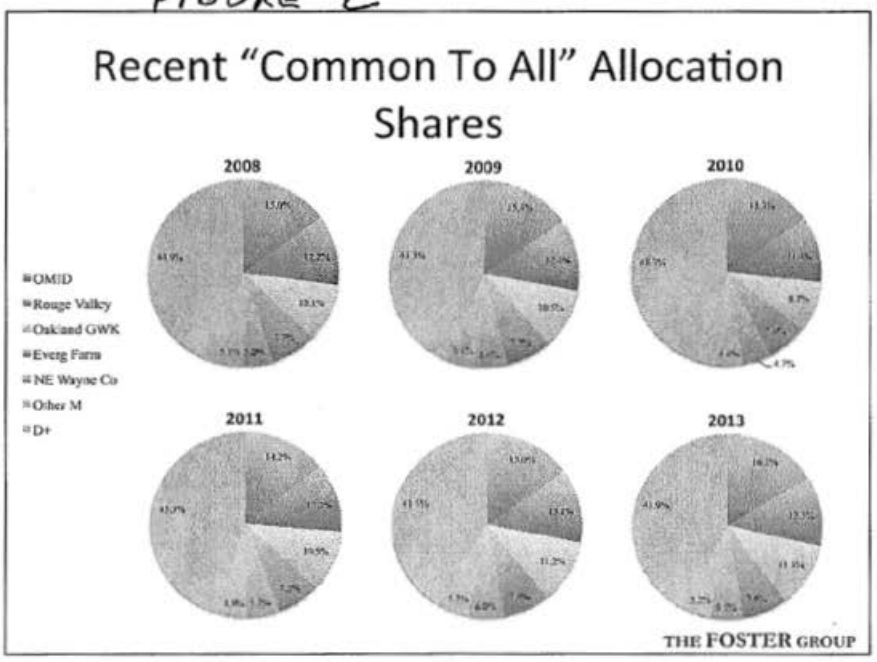


EXHIBIT E

ATTACHMENT 1

EXHIBIT 1

INITIAL RATE PERIOD SHARES

TFG

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MEMORANDUM

Initial Rate Period SHARES

November 22, 2013
Updated February 7, 2014

To: Sue McCormick, Nickie Bateson

From: Bart Foster

The intent of this memorandum is to provide final recommendations regarding the SHARES by which to allocate costs to customers and compute recommended FY 2014-15 sewer rates under the Rate Simplification Proposal. It is our understanding that all of the major county districts (and a few individual community customers) have reviewed and approved these SHARES, and that processes are in place for review with representatives other suburban customers. Under the terms of the Rate Simplification Proposal, these SHARES will be used to allocate "common-to-all" costs to customers, and (absent changes for extraordinary events[1]) will remain constant for the initial Rate Period, which includes FY 2015-16 and FY 2016-17.

The Look-Back Committee has deliberated on this topic for close to a year, and there are numerous documents that have been produced regarding this matter. All of these documents are published on the DWSD portal, many of which are incorporated by reference into this recommendation.

Subsequent to initial publishing of this document, additional data emerged for two communities that resulted in revised SHARE calculations. This memorandum, including the accompanying exhibits, has been edited to reflect the revised calculations, which were finalized in February 2014 and produced the sewer rates that were subsequently approved by the Board of Water Commissioners.

Background and General Philosophy

The DWSD Sewer Rate Methodology has always allocated revenue requirements to customers based on a cost of service principles. The traditional methodology is designed to proportionally allocate cost responsibility, based fundamentally on the wastewater volumes (flows) contributed by each customer. Over the years the basic methodology was modified to also reflect the type of flow that was contributed (dry weather vs. wet weather, sanitary vs. infiltration, etc.) and the relative pollutant loadings of each type of flow. These elements

[1] The Rate Simplification Proposal lays out a specific process by which customers can seek modifications to SHARES within a Rate Period, which requires demonstration of a material change to the Steering Committee.

were introduced to reflect the varying treatment costs associated with different types of wastewater contributions. In recent years the technical efforts to analyze and determine flows have grown increasingly complex, yet the overall relative cost responsibility for each customer did not materially change from year to year.

The core philosophy toward implementing the Rate Simplification Proposal centers around its first initiative: "*Simplified Calculation of SHARES*". This premise focuses on establishing simplified SHARES by which to assign the portion of the DWSD revenue requirement that is to be allocated as "common to all" customers. Initial efforts towards determining such SHARES focused on reviewing each customer's relative share actually experienced in recent years, and using a historical average of these individual annual amounts to use for future rate calculations. The individual SHARES would be locked in for a designated, multi-year Rate Period.

As the Committee's deliberations progressed, it became apparent that the quality of recent data did not adequately support a direct application of unadjusted "historical average" share calculations. The Committee concluded that the increased complexity of flow balancing efforts was not providing the level of precision and confidence that it was intended to produce on the relative flows by source, and therefore customers. In part, the old approach relied on imprecise definitions of "dry days" and "wet days" to attempt to assign flow types, which led to confusing conclusions. More pertinently, it became apparent that the existing flow balance protocols for allocating contributed flow volumes to sanitary and non-sanitary sources dramatically overstated the sanitary portion, and understated the non-sanitary portion. As these relative flow types have a material impact on cost allocation, the Committee concluded that historical data produced from the existing flow balance efforts did not produce reliable historical averages to use for future rates. This realization launched the emergence of the second Rate Simplification initiative: "*Simplified Flow Balancing*".

The premise of simplified flow balancing involves estimating the level of total flow contributed to the wastewater treatment plant that is reasonably considered "common", and therefore the responsibility of all customers, and remove it from the flow balance equation[2]. This common flow was defined as "Z" and it is estimated by establishing a "Z Factor" reflecting the relative percentage of total WWTP flow that is to be considered "common".

The simplified approach eliminates:

- The need to separate dry weather and wet weather flows; and therefore the need to apply individual overflow credits to individual customer's wet weather flow amounts;
- The prior approach's attempts to assign extraneous "common" DWII flows to individual customers.

[2] Basically, Z is removed from the allocation "pie" and is discarded for purposes of computing SHAREs. Since all customers would basically be allocated a proportional allocation of "Z" there is no need to include this element in SHARE calculations, as relative SHAREs would not change.

Rather, the new simplified flow balance approach consists of:

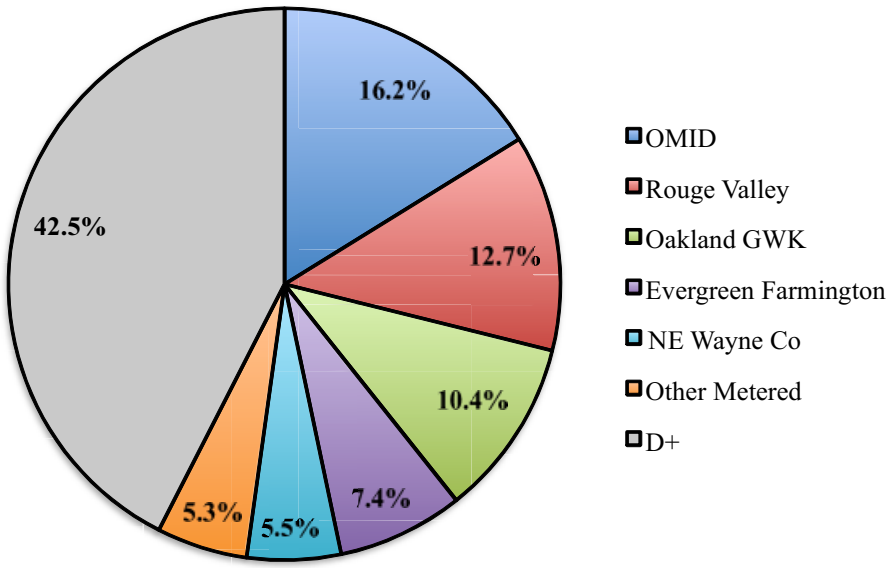
- Starting with overall reported WWTP flow (**W**);
- Subtracting the "Common" flow (**Z**) based on the agreed to Z Factor;
- Subtracting the metered flow (**M**) from the metered customer communities. *The metered flow for these communities now becomes their total allocation volume, and does not need to be adjusted in any manner.*
- The remaining flow is allocated to the unmetered communities (primarily Detroit), who are collective referred to as **D+** for purposes of the Rate Simplification Proposal.

The final aspect of the new approach is to assign individual community flows to sanitary and non-sanitary portions, so that relative pollutant loadings can be computed to reflect the strength of flow concept in the cost allocation methodology. The Committee, through the Flow Balance Task Force, collected and reviewed substantial amounts of data to achieve a better understanding of the relative sanitary flows within each community. The protocol that emerged was to estimate each community's sanitary flows based on reported water sales during a "winter quarter" – so as to eliminate high season water use from the equation.

The simplified flow balance approach was utilized to produce alternative historical data points and individual annual shares. Several approaches for applying these two initiatives to recent data were developed and reviewed by the Committee. The recommendation that has emerged for determining initial Rate Period SHARES is summarized below, described herein, and illustrated in the exhibits accompanying this memorandum.

Major Customer SHARES

So as to avoid anomalies associated with smaller customers, the Committee initially focused on "major" customer classifications in evaluating SHARES. The SHARES that emerged are summarized below.



These SHARES were determined utilizing the a three step approach:

Step 1 – Determine a reasonable estimate for historical "Z" factor using the old flow balance protocol, but recognizing new understandings regarding "best available data". (*see pages 2 through 4*)

Step 2 – Apply the historical "Z" factor to the historical data set, using the new Simplified Flow Balancing protocol to determine effective annual Shares for each major customer for each year from FY 2007-08 through FY 2011-12[3]. (*see pages 5 through 7*).

Step 3 – Establish the initial Rate Period SHAREs as the average of the annual shares for the five-year period. (*see page 8*)

Specifics regarding the calculations conducted for each of these steps are noted below.

Step 1 – Determine Historical Z

- Start by accumulating the flow data that was used in the LBA calculations for each year in the study period.
- Adjust these data points to reflect "best available data", including:
    - Remove the effects of "Rate Model Averaging" from the data. *Certain of the original data points were 5-year averages of DWII and wet weather volumes. The Committee believed that eliminating this approach from the data set would produce a better depiction of annual data points.*
    - Revise the originally reported WWTP flow downward by 12 mgd to reflect revised estimates of recycle flow.
    - Estimate the impact of the prior bullet on the original flow balance, and reflect accordingly. *This effectively changes the DWII allocated to the D+ class.*
    - Rebalance the sanitary / non-sanitary allocations of each communities resulting flow based on the findings of the FBTF.
    - Apply the newest estimated overflow credit of 15% to all years in the period. (*Original data points were 30.8% through FY 2010-11)*
- Re-compute "allocation volumes" for **M** and **D+** using these revised data points.
- Subtract **M** and **D+** from **W** to result in **Z**.
- Compute effective annual **Z** Factors and a weighted average **Z** factor for the 5-year period, which equals 14.87%.

[3] This period was selected because it aligned with the "5-Year LBA" period that the LBA Committee was originally formulated to address. While the Committee also review data for prior periods and preliminary data for FY 2012-13, those periods were not included in the historical averages as the prior periods had not received as much scrutiny and the data for FY 2012-13 is unaudited and/or incomplete.

Step 2 – Compute Annual Shares Under Simplified Protocol

- Rebuild allocation volumes using the new protocol
  - For **M** class, simply equals metered volume, unadjusted
  - Apply average **Z** Factor of 14.87% to reported (and adjusted) **W** (WWTP volume) for each year.
  - **D+** then equals **W** – **M** – **Z**
- Allocate total allocation volumes into sanitary and non-sanitary portions based on the findings of the FBTF
- Allocate relative pollutant loadings to each customer, maintaining the assumption that non-sanitary flows are 1/3rd the relative strength of sanitary flows
- Compute individual customer volume and pollutant shares
- Apply relative flow/pollutant CTA revenue requirement split to arrive at annual shares for each customer.

Step 3 – Establish Initial Rate Period SHAREs

- Simply compute an average of the five individual annual shares.

Small Customer SHARES

Once the Committee achieved consensus on the SHAREs for large, major customers, analyses were conducted to assess the applicability of this approach for smaller customers. In effect there are two separate sets of "small" customers – those with metered wastewater that make up the "other metered" major class discussed above, and those that do not have metered connections that are included in the D+ class above. It was acknowledged that relatively minor change in absolute shares could have an absolute dollar impact that would not be material to a large customer, but that could significantly impact smaller customers. Also, there was some concern that the underlying data (such as the estimates of sanitary volumes) may not have been as thoroughly vetted as that for the larger customers.

Several alternative approaches for small customer SHAREs were explored, discussed, and analyzed. The Committee concluded that the most prudent approach was to:

- Treat the "small" metered communities in the same manner as the major metered class. (*see pages 9 and 10*)
  - *Uniformity in approach was a priority amongst the Committee.*
- Treat all of the D+ communities as a singular class, and establish SHAREs that change uniformly from existing shares.
  - *Recognizes that much of the data for the small D+ customers is difficult to differentiate from Detroit – thus the original grouping.*

As we reviewed the resulting small customer SHAREs, it became evident that two modifications to this general approach were appropriate:

- The two metered Dearborn districts were consolidated into a single SHARE.
    - *Reflects the difficulty in aligning water use (used to assign sanitary flows) within the Dearborn service area.*
    - *Reflects Dearborn's signaled desire to consolidate several of their districts anyway.*
    - ***SHAREs for Dearborn were reviewed and modified after the original publication of this memorandum.***
- Grosse Pointe Farms was removed from the D+ class and effectively treated as an anomaly in the M class.
    - Grosse Pointe Farms was unmetered for a large portion of the historical data period, but became metered during FY 2011-12.
    - The initial Grosse Pointe Farms SHARE ***was reviewed and modified after the original publication of this memorandum***.

The Committee recognizes that many of the "small" customers have not been actively involved in the deliberative process and established a process by which to invite their review and input prior to finalizing initial Rate Period SHAREs. ***This process resulted in the modifications for Dearborn and Grosse Pointe Farms noted above.***

Summary

Recommended Initial Rate Period SHAREs for all customers are set forth on Page 1 of the attached exhibits. ***These SHAREs were utilized to development of the FY 2014-15 sewer rates and the accompanying aspects of the Rate Simplification Proposal***.

We are available to discuss this matter at your convenience.

Sewer Rate Simplification - Summary Initial Rate Period SHARES

	(1)	(2)	(3)	(4)
	Status Quo	Recommend	Relative Chg	Relative % Chg
	FY 2014 Rates	*Simplified Avg*	*(2) - (1)*	*(3) / (1)*
Major County Systems				
OMID	16.305%	16.183%	-0.122%	-0.7%
Rouge Valley	13.321%	12.693%	-0.628%	-4.7%
Oakland GWK	10.608%	10.428%	-0.180%	-1.7%
Evergreen Farmington	7.952%	7.393%	-0.559%	-7.0%
NE Wayne Co	5.553%	5.501%	-0.052%	-0.9%
Subtotal	53.739%	52.198%	-1.541%	-2.9%
Other Metered Customers				
Allen Park	0.146%	0.154%	0.008%	5.5%
Center Line	0.229%	0.212%	-0.017%	-7.4%
Dearborn East & West	3.763%	4.015%	0.252%	6.7%
Farmington	0.252%	0.254%	0.002%	0.8%
Grosse Pointe Park	0.346%	0.374%	0.028%	8.1%
Melvindale	0.332%	0.316%	-0.016%	-4.8%
M° Subtotal	5.068%	5.325%	0.257%	5.1%
Grosse Pointe Farms	0.677%	0.566%	-0.111%	-16.4%
M° Total	5.745%	5.891%	0.146%	2.5%
M Total	59.484%	58.089%	-1.395%	-2.3%
D+ Customers				
Dearborn E. (Storm Only)	0.061%	0.063%	0.002%	3.3%
Dearborn N.E.	0.310%	0.321%	0.011%	3.5%
Grosse Pointe	0.186%	0.192%	0.006%	3.2%
Hamtramck	0.778%	0.805%	0.027%	3.5%
Harper Woods	0.052%	0.054%	0.002%	3.8%
Highland Park	1.096%	1.134%	0.038%	3.5%
Small Districts	0.053%	0.055%	0.002%	3.8%
Detroit	37.980%	39.287%	1.307%	3.4%
D+ Subtotal	40.516%	41.911%	1.395%	3.4%
TOTAL SHARES	100.000%	100.000%	0.000%	0.0%

Sewer Rate Simplification - Summary of Recommended SHARES

Including Supporting Cost Pool Shares

	(1)	(2)	(3)	(4)
		Share Details		Suburban
	SHARE	*Flow*	*Pollutants*	Wholesale Only
	~ (2) & (3)			*~ (2)*
Metered Customers				
OMID	16.18%	14.28%	17.50%	24.90%
Rouge Valley	12.69%	11.90%	13.24%	20.75%
Oakland GWK	10.43%	10.17%	10.60%	17.73%
Evergreen Farmington	7.39%	6.86%	7.76%	11.96%
NE Wayne Co	5.50%	5.43%	5.54%	9.47%
Allen Park	0.15%	0.14%	0.16%	0.24%
Center Line	0.21%	0.19%	0.23%	0.33%
Dearborn East & West	4.02%	3.86%	4.12%	6.73%
Farmington	0.25%	0.24%	0.26%	0.41%
Grosse Pointe Park	0.37%	0.36%	0.39%	0.62%
Melvindale	0.32%	0.29%	0.33%	0.51%
Grosse Pointe Farms	0.57%	0.59%	0.55%	1.03%
	---	---	---	---
M Total	58.09%	54.31%	60.68%	94.69%
Detroit + Unmetered				
Dearborn E. (Storm Only)	0.06%	0.09%	0.05%	0.15%
Dearborn N.E.	0.32%	0.41%	0.32%	0.71%
Grosse Pointe	0.19%	0.23%	0.21%	0.40%
Hamtramck	0.81%	1.03%	0.84%	1.80%
Harper Woods	0.05%	0.06%	0.06%	0.11%
Highland Park	1.13%	1.18%	1.07%	2.06%
Small Districts	0.06%	0.05%	0.05%	0.08%
Detroit	39.29%	42.65%	36.73%	
	---	---	---	---
D+ Total	41.91%	45.69%	39.32%	5.31%
	---	---	---	---
Total	100.00%	100.00%	100.00%	100.00%
Suburbs in D+	*2.62%*	*3.04%*	*2.59%*	*5.31%*
Detroit	*39.29%*	*42.65%*	*36.73%*	*0.00%*

Sewer Rate Simplification - Sample Share Calculations

Historical Data Points Modified for Original WWTP Vols, New Recycle Flow Estimates

Flow Balance Task Force Recommendations and Related "Best Available" Data

	Historical Data				
	2008	2009	2010	2011	2012
	Mcf	*Mcf*	*Mcf*	*Mcf*	*Mcf*
Metered Flow					
OMID	4,103,454	4,491,406	3,907,695	3,799,596	3,727,240
Rouge Valley	3,382,764	3,671,128	3,041,654	3,363,061	3,269,196
Oakland GWK	2,883,453	3,188,621	2,404,934	2,958,988	2,891,656
Evergreen Farmington	2,042,275	2,154,256	1,725,742	1,872,225	1,851,461
NE Wayne Co	1,422,601	1,698,509	1,296,673	1,611,703	1,618,773
Other Metered	1,471,581	1,554,845	1,275,774	1,404,618	1,430,021
M Total	15,306,127	16,758,765	13,652,472	15,010,191	14,788,347
Balance = **(D+ + Z)**	17,341,335	18,107,794	15,947,075	18,880,501	19,364,359
Total WWTP Flow	**32,647,463**	**34,866,560**	**29,599,546**	**33,890,692**	**34,152,706**
M% of Total	*46.9%*	*48.1%*	*46.1%*	*44.3%*	*43.3%*
Allocation Volume					
Sanitary Volume					
OMID	**2,225,973**	**2,225,973**	**2,225,973**	**2,225,973**	**2,225,973**
Rouge Valley	**1,528,344**	**1,528,344**	**1,528,344**	**1,528,344**	**1,528,344**
Oakland GWK	**1,132,238**	**1,132,238**	**1,132,238**	**1,132,238**	**1,132,238**
Evergreen Farmington	**911,944**	**911,944**	**911,944**	**911,944**	**911,944**
NE Wayne Co	**577,355**	**577,355**	**577,355**	**577,355**	**577,355**
Other Metered	**672,431**	**672,431**	**672,431**	**672,431**	**672,431**
M Total	7,048,284	7,048,284	7,048,284	7,048,284	7,048,284
D+	**3,186,963**	**3,186,963**	**3,186,963**	**3,186,963**	**3,186,963**
Subtotal Allo Volume	10,235,247	10,235,247	10,235,247	10,235,247	10,235,247
System "Z" Volume	0	0	0	0	0
Total	10,235,247	10,235,247	10,235,247	10,235,247	10,235,247
Local DWII					
OMID	*1,340,329*	*1,707,547*	*1,565,674*	**1,211,546**	**1,139,190**
Rouge Valley	*1,083,730*	*1,056,230*	*1,036,517*	**1,044,697**	**950,832**
Oakland GWK	*807,242*	*835,865*	*742,368*	**687,017**	**619,685**
Evergreen Farmington	*607,687*	*600,969*	*602,234*	**647,286**	**626,522**
NE Wayne Co	*414,867*	*414,573*	*378,019*	**360,477**	**367,547**
Other Metered	*359,806*	*345,644*	*325,348*	**302,965**	**329,424**
M Total	4,613,662	4,960,828	4,650,161	4,253,988	4,033,200
D+	*5,277,929*	*5,266,190*	*5,513,446*	**5,329,958**	**5,696,933**
Subtotal Allo Volume	9,891,591	10,227,018	10,163,607	9,583,945	9,730,133
System "Z" Volume	0	0	0	0	0
Total	9,891,591	10,227,018	10,163,607	9,583,945	9,730,133

Sewer Rate Simplification - Sample Share Calculations

Historical Data Points Modified for Original WWTP Vols, New Recycle Flow Estimates

Flow Balance Task Force Recommendations and Related "Best Available" Data

	Historical Data				
	2008	2009	2010	2011	2012
	Mcf	*Mcf*	*Mcf*	*Mcf*	*Mcf*
System DWII					
OMID	0	0	0	0	0
Rouge Valley	0	0	0	0	0
Oakland GWK	53,701	55,016	57,283	**56,385**	**63,697**
Evergreen Farmington	92,911	94,929	96,931	**79,665**	**89,996**
NE Wayne Co	21,388	21,680	20,856	**6,357**	**7,181**
Other Metered	9,499	9,729	10,112	**9,808**	**11,079**
M Total	177,499	181,354	185,182	152,215	171,953
D+	1,207,529	1,237,000	1,287,187	**1,271,157**	**1,430,803**
Subtotal Allo Volume	1,385,028	1,418,354	1,472,369	1,423,372	1,602,756
System "Z" Volume	4,549,636	5,460,328	2,578,994	6,007,989	5,968,573
Total	5,934,663	6,878,683	4,051,363	7,431,361	7,571,329
Wet Weather Flow					
OMID	*537,152*	*557,886*	*116,048*	*362,077*	*362,077*
Rouge Valley	*770,690*	*1,086,554*	*476,793*	*790,020*	*790,020*
Oakland GWK	*943,973*	*1,220,518*	*530,328*	*1,139,733*	*1,139,733*
Evergreen Farmington	*522,644*	*641,344*	*211,564*	*312,996*	*312,996*
NE Wayne Co	*430,379*	*706,582*	*341,299*	*673,872*	*673,872*
Other Metered	*439,344*	*536,770*	*277,995*	*429,222*	*428,165*
M Total	3,644,182	4,749,653	1,954,026	3,707,920	3,706,863
D+	4,104,008	4,104,008	4,104,008	4,104,008	4,076,662
Subtotal Allo Volume	7,748,190	8,853,661	6,058,034	7,811,928	7,783,526
System "Z" Volume	0	0	0	0	0
Total	7,748,190	8,853,661	6,058,034	7,811,928	7,783,526
Overflow Credit	**15.0%**	**15.0%**	**15.0%**	**15.0%**	15.0%
Net Wet Weather Flow					
OMID	456,579	474,203	98,640	307,766	307,766
Rouge Valley	655,087	923,571	405,274	671,517	671,517
Oakland GWK	802,377	1,037,441	450,779	968,773	968,773
Evergreen Farmington	444,247	545,142	179,830	266,046	266,046
NE Wayne Co	365,822	600,594	290,104	572,791	572,791
Other Metered	373,442	456,254	236,296	364,839	363,941
M Total	3,097,554	4,037,205	1,660,922	3,151,732	3,150,834
D+	3,488,407	3,488,407	3,488,407	3,488,407	3,465,163
Subtotal Allo Volume	6,585,961	7,525,612	5,149,329	6,640,139	6,615,997
System "Z" Volume	0	0	0	0	0
Total	6,585,961	7,525,612	5,149,329	6,640,139	6,615,997

Sewer Rate Simplification - Sample Share Calculations

Historical Data Points Modified for Original WWTP Vols, New Recycle Flow Estimates

Flow Balance Task Force Recommendations and Related "Best Available" Data

	Historical Data				
	2008	2009	2010	2011	2012
	Mcf	*Mcf*	*Mcf*	*Mcf*	*Mcf*
Subtotal Non-Sanitary					
OMID	1,796,908	2,181,750	1,664,315	1,519,312	1,446,955
Rouge Valley	1,738,817	1,979,801	1,441,791	1,716,214	1,622,349
Oakland GWK	1,663,320	1,928,321	1,250,429	1,712,175	1,652,155
Evergreen Farmington	1,144,845	1,241,040	878,995	992,997	982,564
NE Wayne Co	802,078	1,036,847	688,980	939,624	947,519
Other Metered	742,748	811,628	571,756	677,611	704,444
M Total	7,888,715	9,179,387	6,496,266	7,557,934	7,355,987
D+	9,973,865	9,991,597	10,289,039	10,089,522	10,592,899
Subtotal Allo Volume	17,862,580	19,170,985	16,785,305	17,647,456	17,948,886
System "Z" Volume	4,549,636	5,460,328	2,578,994	6,007,989	5,968,573
Total	22,412,216	24,631,313	19,364,299	23,655,445	23,917,459
Total Allocation Volume					
OMID	4,022,881	4,407,723	3,890,287	3,745,285	3,672,928
Rouge Valley	3,267,160	3,508,145	2,970,135	3,244,558	3,150,693
Oakland GWK	2,795,558	3,060,559	2,382,667	2,844,413	2,784,393
Evergreen Farmington	2,056,789	2,152,983	1,790,939	1,904,941	1,894,508
NE Wayne Co	1,379,432	1,614,202	1,266,334	1,516,979	1,524,873
Other Metered	1,415,179	1,484,059	1,244,187	1,350,042	1,376,875
M Total	14,936,999	16,227,671	13,544,550	14,606,218	14,404,271
D+	13,160,828	13,178,560	13,476,002	13,276,485	13,779,862
Subtotal Allo Volume	28,097,827	29,406,232	27,020,552	27,882,703	28,184,133
System "Z" Volume	4,549,636	5,460,328	2,578,994	6,007,989	5,968,573
Total	32,647,463	34,866,560	29,599,546	33,890,692	34,152,706
Effective "Z"	*13.9%*	*15.7%*	*8.7%*	*17.7%*	*17.5%*
Weighted 5-year average Effective "Z"					***14.87%***

Sewer Rate Simplification - Sample Share Calculations

Alternative LBA SHARE Calculations Modified for Simplified Approach

(Flows in Mcf, Loadings in lbs) ** ***Z = 14.87%***

	Look-Back Data				
	2008	2009	2010	2011	2012
CTA Rev Req't	270,367,870	282,307,711	262,509,268	324,651,788	328,280,488
CTA Revenue Req't Split					
Volume	35.8%	42.1%	36.0%	42.6%	45.9%
Strength	64.2%	57.9%	64.0%	57.4%	54.1%
TOTAL	100.0%	100.0%	100.0%	100.0%	100.0%
Metered Flow					
OMID	4,103,454	4,491,406	3,907,695	3,799,596	3,727,240
Rouge Valley	3,382,764	3,671,128	3,041,654	3,363,061	3,269,196
Oakland GWK	2,883,453	3,188,621	2,404,934	2,958,988	2,891,656
Evergreen Farmington	2,042,275	2,154,256	1,725,742	1,872,225	1,851,461
NE Wayne Co	1,422,601	1,698,509	1,296,673	1,611,703	1,618,773
Other Metered	1,471,581	1,554,845	1,275,774	1,404,618	1,430,021
M Total	15,306,127	16,758,765	13,652,472	15,010,191	14,788,347
Balance = (D+ + Z)	17,341,335	18,107,794	15,947,075	18,880,501	19,364,359
Total	**32,647,463**	**34,866,560**	**29,599,546**	**33,890,692**	**34,152,706**
M% of Total	*46.9%*	*48.1%*	*46.1%*	*44.3%*	*43.3%*
Allocation Volume					
Sanitary Volume					
OMID	**2,225,973**	**2,225,973**	**2,225,973**	**2,225,973**	**2,225,973**
Rouge Valley	**1,528,344**	**1,528,344**	**1,528,344**	**1,528,344**	**1,528,344**
Oakland GWK	**1,132,238**	**1,132,238**	**1,132,238**	**1,132,238**	**1,132,238**
Evergreen Farmington	**911,944**	**911,944**	**911,944**	**911,944**	**911,944**
NE Wayne Co	**577,355**	**577,355**	**577,355**	**577,355**	**577,355**
Other Metered	**615,385**	**615,385**	**615,385**	**615,385**	**615,385**
M Total	6,991,238	6,991,238	6,991,238	6,991,238	6,991,238
D+	**3,139,007**	**3,139,007**	**3,139,007**	**3,139,007**	**3,139,007**
Subtotal Allo Volume	10,130,245	10,130,245	10,130,245	10,130,245	10,130,245
System "Z" Volume	0	0	0	0	0
Total	10,130,245	10,130,245	10,130,245	10,130,245	10,130,245
Non-Sanitary					
OMID	*1,877,481*	*2,265,433*	*1,681,722*	*1,573,624*	*1,501,267*
Rouge Valley	*1,854,420*	*2,142,784*	*1,513,310*	*1,834,717*	*1,740,852*
Oakland GWK	*1,751,215*	*2,056,383*	*1,272,696*	*1,826,750*	*1,759,418*
Evergreen Farmington	*1,130,331*	*1,242,313*	*813,798*	*960,281*	*939,517*
NE Wayne Co	*845,246*	*1,121,154*	*719,318*	*1,034,348*	*1,041,418*
Other Metered	*856,196*	*939,460*	*660,389*	*789,233*	*814,636*
M Total	8,314,889	9,767,527	6,661,233	8,018,953	7,797,109
D+	**9,346,345**	**9,782,735**	**8,405,431**	**10,700,592**	**11,145,479**
Subtotal Allo Volume	17,661,234	19,550,263	15,066,665	18,719,545	18,942,587
System "Z" Volume **	**4,855,984**	**5,186,052**	**4,402,637**	**5,040,902**	**5,079,873**
Total	22,517,218	24,736,315	19,469,301	23,760,447	24,022,461

Sewer Rate Simplification - Sample Share Calculations

Alternative LBA SHARE Calculations Modified for Simplified Approach

(Flows in Mcf, Loadings in lbs) ** ***Z = 14.87%***

	Look-Back Data				
	2008	2009	2010	2011	2012
Total Allocation Volume					
OMID	4,103,454	4,491,406	3,907,695	3,799,596	3,727,240
Rouge Valley	3,382,764	3,671,128	3,041,654	3,363,061	3,269,196
Oakland GWK	2,883,453	3,188,621	2,404,934	2,958,988	2,891,656
Evergreen Farmington	2,042,275	2,154,256	1,725,742	1,872,225	1,851,461
NE Wayne Co	1,422,601	1,698,509	1,296,673	1,611,703	1,618,773
Other Metered	1,471,581	1,554,845	1,275,774	1,404,618	1,430,021
M Total	15,306,127	16,758,765	13,652,472	15,010,191	14,788,347
D+	12,485,352	12,921,742	11,544,438	13,839,599	14,284,485
Subtotal Allo Volume	27,791,479	29,680,508	25,196,910	28,849,790	29,072,832
System "Z" Volume	4,855,984	5,186,052	4,402,637	5,040,902	5,079,873
Total	32,647,463	34,866,560	29,599,546	33,890,692	34,152,706
Effective "Z"	*14.9%*	*14.9%*	*14.9%*	*14.9%*	*14.9%*
Volume Allocation Shares					
OMID	***14.8%***	***15.1%***	***15.5%***	***13.2%***	***12.8%***
Rouge Valley	***12.2%***	***12.4%***	***12.1%***	***11.7%***	***11.2%***
Oakland GWK	***10.4%***	***10.7%***	***9.5%***	***10.3%***	***9.9%***
Evergreen Farmington	***7.3%***	***7.3%***	***6.8%***	***6.5%***	***6.4%***
NE Wayne Co	***5.1%***	***5.7%***	***5.1%***	***5.6%***	***5.6%***
Other Metered	***5.3%***	***5.2%***	***5.1%***	***4.9%***	***4.9%***
M Total	***55.1%***	***56.5%***	***54.2%***	***52.0%***	***50.9%***
D+	***44.9%***	***43.5%***	***45.8%***	***48.0%***	***49.1%***
Total	***100.0%***	***100.0%***	***100.0%***	***100.0%***	***100.0%***
Loadings Allocation (BOD)					
Total Loadings	239,742,200	236,396,400	239,268,900	154,896,900	141,046,400
Total Strength - mg/l	118	109	130	73	66
Non-San / San Ratio	**33.3%**	**33.3%**	**33.3%**	**33.3%**	**33.3%**
Weighted Adj Influent Split					
Sanitary	10,130,245	10,130,245	10,130,245	10,130,245	10,130,245
Non-Sanitary	*7,504,989*	*8,244,614*	*6,489,118*	*7,919,357*	*8,006,686*
Total	*17,635,234*	*18,374,859*	*16,619,363*	*18,049,602*	*18,136,931*
Sanitary %	*57%*	*55%*	*61%*	*56%*	*56%*
Non-Sanitary %	*43%*	*45%*	*39%*	*44%*	*44%*
Sanitary Loadings	*137,715,625*	*130,327,720*	*145,845,094*	*86,935,078*	*78,780,394*
Non-Sanitary Loadings	*102,026,575*	*106,068,680*	*93,423,806*	*67,961,822*	*62,266,006*
Total Loadings	*239,742,200*	*236,396,400*	*239,268,900*	*154,896,900*	*141,046,400*
Sanitary Strength	218	206	231	138	125
Non-Sanitary Strength	73	69	77	46	42
Allocated Strength	126	116	139	78	70
Total Strength	118	109	130	73	66

Sewer Rate Simplification - Sample Share Calculations

Alternative LBA SHARE Calculations Modified for Simplified Approach

(Flows in Mcf, Loadings in lbs) ** ***Z = 14.87%***

	Look-Back Data				
	2008	2009	2010	2011	2012
Total Loadings (BOD)					
OMID	38,767,944	38,351,725	40,117,094	23,603,732	21,202,108
Rouge Valley	29,179,537	28,850,667	29,265,207	18,363,669	16,397,823
Oakland GWK	23,327,047	23,384,195	22,407,880	14,941,605	13,365,529
Evergreen Farmington	17,519,001	17,059,350	17,034,275	10,572,744	9,527,179
NE Wayne Co	11,678,699	12,235,269	11,763,835	7,913,243	7,189,290
Other Metered	12,245,319	11,945,440	12,028,587	7,538,510	6,897,227
M Total	132,717,548	131,826,645	132,616,878	82,933,503	74,579,156
D+	85,021,961	82,332,097	85,525,888	57,544,946	53,300,257
Subtotal Allo Loadings	217,739,509	214,158,742	218,142,766	140,478,448	127,879,413
System "Z" Loadings	22,002,691	22,237,658	21,126,134	14,418,452	13,166,987
Total	239,742,200	236,396,400	239,268,900	154,896,900	141,046,400
Effective "Z"	*9.2%*	*9.4%*	*8.8%*	*9.3%*	*9.3%*
Pollutant Allocation Shares					
OMID	***17.8%***	***17.9%***	***18.4%***	***16.8%***	***16.6%***
Rouge Valley	***13.4%***	***13.5%***	***13.4%***	***13.1%***	***12.8%***
Oakland GWK	***10.7%***	***10.9%***	***10.3%***	***10.6%***	***10.5%***
Evergreen Farmington	***8.0%***	***8.0%***	***7.8%***	***7.5%***	***7.5%***
NE Wayne Co	***5.4%***	***5.7%***	***5.4%***	***5.6%***	***5.6%***
Other Metered	***5.6%***	***5.6%***	***5.5%***	***5.4%***	***5.4%***
M Total	***61.0%***	***61.6%***	***60.8%***	***59.0%***	***58.3%***
D+	***39.0%***	***38.4%***	***39.2%***	***41.0%***	***41.7%***
Total	***100.0%***	***100.0%***	***100.0%***	***100.0%***	***100.0%***
SHARES					
OMID	***16.7%***	***16.7%***	***17.4%***	***15.3%***	***14.9%***
Rouge Valley	***13.0%***	***13.0%***	***12.9%***	***12.5%***	***12.1%***
Oakland GWK	***10.6%***	***10.8%***	***10.0%***	***10.5%***	***10.2%***
Evergreen Farmington	***7.8%***	***7.7%***	***7.5%***	***7.1%***	***7.0%***
NE Wayne Co	***5.3%***	***5.7%***	***5.3%***	***5.6%***	***5.6%***
Other Metered	***5.5%***	***5.4%***	***5.4%***	***5.2%***	***5.2%***
M Total	***58.8%***	***59.4%***	***58.4%***	***56.0%***	***54.9%***
D+	***41.2%***	***40.6%***	***41.6%***	***44.0%***	***45.1%***
Total	***100.0%***	***100.0%***	***100.0%***	***100.0%***	***100.0%***

Sewer Rate Simplification - 5-Year Average Share Calculations

	Look-Back Data					5-Year
	2008	2009	2010	2011	2012	Average
OMID	*16.7%*	*16.7%*	*17.4%*	*15.3%*	*14.9%*	*16.2%*
Rouge Valley	*13.0%*	*13.0%*	*12.9%*	*12.5%*	*12.1%*	*12.7%*
Oakland GWK	*10.6%*	*10.8%*	*10.0%*	*10.5%*	*10.2%*	*10.4%*
Evergreen Farmington	*7.8%*	*7.7%*	*7.5%*	*7.1%*	*7.0%*	*7.4%*
NE Wayne Co	*5.3%*	*5.7%*	*5.3%*	*5.6%*	*5.6%*	*5.5%*
Other Metered	*5.5%*	*5.4%*	*5.4%*	*5.2%*	*5.2%*	*5.3%*
M Total	*58.8%*	*59.4%*	*58.4%*	*56.0%*	*54.9%*	*57.5%*
D+	*41.2%*	*40.6%*	*41.6%*	*44.0%*	*45.1%*	*42.5%*
Total	*100.0%*	*100.0%*	*100.0%*	*100.0%*	*100.0%*	*100.0%*

Sewer Rate Simplification - Sample Share Calculations

Alternative LBA SHARE Calculations Modified for Simplified Approach

(Flows in Mcf, Loadings in lbs) ** ***Z = 14.87%***

	Look-Back Data				
	2008	2009	2010	2011	2012
Unbundle Other METERED					
Metered Flow					
Allen Park	38,220	39,252	34,382	42,616	41,950
Center Line	57,160	60,825	36,128	57,072	55,629
Dearborn East	507,432	529,147	480,415	489,313	486,046
Dearborn West	607,632	652,945	513,399	567,568	590,981
Farmington	68,050	75,344	57,180	71,087	64,081
Grosse Pointe Park	112,129	108,704	83,776	91,841	104,248
Melvindale	80,958	88,628	70,494	85,121	87,086
M° Subtotal	1,471,581	1,554,845	1,275,774	1,404,618	1,430,021
Allocation Volume					
Sanitary Volume					
Allen Park	20,115	20,115	20,115	20,115	20,115
Center Line	28,407	28,407	28,407	28,407	28,407
Dearborn East	240,100	240,100	240,100	240,100	240,100
Dearborn West	214,277	214,277	214,277	214,277	214,277
Farmington	30,272	30,272	30,272	30,272	30,272
Grosse Pointe Park	43,334	43,334	43,334	43,334	43,334
Melvindale	38,881	38,881	38,881	38,881	38,881
M° Subtotal	615,385	615,385	615,385	615,385	615,385
Non-Sanitary Volume					
Allen Park	18,105	19,137	14,267	22,501	21,835
Center Line	28,753	32,418	7,721	28,665	27,222
Dearborn East	267,332	289,047	240,315	249,213	245,946
Dearborn West	393,355	438,668	299,122	353,291	376,704
Farmington	37,778	45,072	26,908	40,815	33,809
Grosse Pointe Park	68,795	65,370	40,442	48,507	60,914
Melvindale	42,077	49,747	31,613	46,240	48,205
M° Subtotal	856,196	939,460	660,389	789,233	814,636
Volume Allocation Factor					
Allen Park	***0.14%***	***0.13%***	***0.14%***	***0.15%***	***0.14%***
Center Line	***0.21%***	***0.20%***	***0.14%***	***0.20%***	***0.19%***
Dearborn East	***1.83%***	***1.78%***	***1.91%***	***1.70%***	***1.67%***
Dearborn West	***2.19%***	***2.20%***	***2.04%***	***1.97%***	***2.03%***
Farmington	***0.24%***	***0.25%***	***0.23%***	***0.25%***	***0.22%***
Grosse Pointe Park	***0.40%***	***0.37%***	***0.33%***	***0.32%***	***0.36%***
Melvindale	***0.29%***	***0.30%***	***0.28%***	***0.30%***	***0.30%***
M° Subtotal	***5.30%***	***5.24%***	***5.06%***	***4.87%***	***4.92%***

Sewer Rate Simplification - Sample Share Calculations

Alternative LBA SHARE Calculations Modified for Simplified Approach

(Flows in Mcf, Loadings in lbs) ** ***Z = 14.87%***

	Look-Back Data				
	2008	2009	2010	2011	2012
Total Loadings (BOD)					
Allen Park	355,489	340,844	358,057	236,982	213,026
Center Line	516,459	504,468	446,024	325,771	291,473
Dearborn East	4,475,332	4,328,361	4,609,873	2,773,295	2,504,687
Dearborn West	4,695,296	4,637,713	4,520,284	2,849,382	2,642,791
Farmington	582,707	582,724	564,945	376,529	323,051
Grosse Pointe Park	900,818	837,806	817,941	510,625	494,886
Melvindale	719,219	713,524	711,463	465,925	427,314
M° Subtotal	12,245,319	11,945,440	12,028,587	7,538,510	6,897,227
Pollutant Allocation Shares					
Allen Park	***0.16%***	***0.16%***	***0.16%***	***0.17%***	***0.17%***
Center Line	***0.24%***	***0.24%***	***0.20%***	***0.23%***	***0.23%***
Dearborn East	***2.06%***	***2.02%***	***2.11%***	***1.97%***	***1.96%***
Dearborn West	***2.16%***	***2.17%***	***2.07%***	***2.03%***	***2.07%***
Farmington	***0.27%***	***0.27%***	***0.26%***	***0.27%***	***0.25%***
Grosse Pointe Park	***0.41%***	***0.39%***	***0.37%***	***0.36%***	***0.39%***
Melvindale	***0.33%***	***0.33%***	***0.33%***	***0.33%***	***0.33%***
M° Subtotal	***5.62%***	***5.58%***	***5.51%***	***5.37%***	***5.39%***
SHARES					
Allen Park	***0.15%***	***0.15%***	***0.15%***	***0.16%***	***0.16%***
Center Line	***0.23%***	***0.22%***	***0.18%***	***0.22%***	***0.21%***
Dearborn East	***1.97%***	***1.92%***	***2.04%***	***1.86%***	***1.83%***
Dearborn West	***2.17%***	***2.18%***	***2.06%***	***2.00%***	***2.05%***
Farmington	***0.26%***	***0.26%***	***0.25%***	***0.26%***	***0.24%***
Grosse Pointe Park	***0.41%***	***0.38%***	***0.36%***	***0.34%***	***0.37%***
Melvindale	***0.32%***	***0.32%***	***0.31%***	***0.32%***	***0.32%***
M° Subtotal	***5.51%***	***5.44%***	***5.35%***	***5.15%***	***5.18%***

EXHIBIT E

ATTACHMENT 1

EXHIBIT 2

PROCESS TO ADDRESS CUSTOMER'S REQUEST FOR INTERIM SHARE CHANGE

Process To Address Customer's Request For Interim Share Change.

A customer may request interim re-evaluation of its Share during a Rate Period when the following five conditions have been established:

1. The customer knows with reasonable certainty that its flows will change or have changed;

2. The change in flow can be predicted or measured with reasonable certainty;

3. There is a date when it is reasonably likely that the change of flow will or did occur;

4. The cause of the change in flow is not likely to be one that affects most other customers similarly; and

5. The change in flow is likely to cause a material change in the customer's Share.

A customer makes a request for re-evaluation of Shares by providing a written submission to the Sewer Steering Committee with documents and analyses that substantiate the five conditions have been met.

Whenever an increase in service area occurs, the customer whose service area is increased shall provide a submission to the Steering Committee that provides an estimate of the flow likely to be generated from the increased service area.

Within 30 days of receipt of either a written request and its supporting submission or a submission associated with a change in service area, the Steering Committee shall refer the submission to an appropriate subcommittee/work group for evaluation.

The subcommittee shall expeditiously review the submission. If there is disagreement with the data or analyses presented by the customer, the subcommittee will work with the customer as necessary to reach agreement upon data and analyses on which a final determination can be made.

In the case of a request, the customer requesting the re-evaluation has the burden of establishing that the five conditions for re-evaluation have been satisfied. In the case of a change in service area:

- ALTERNATIVE I: the subcommittee has the burden to establish that the change in service area will result in a material increase in the customer's Share.

- ALTERNATIVE II: the customer increasing its service area has the burden to establish that the change in service area will not result in a material increase in the customer's Share

Following the analyses of the material submitted, the subcommittee shall submit a recommendation to the Steering Committee either to make adjustments to all customers' Shares

and the amounts of such adjustments, to deny the request, or to determine that the increase in service area dos not justify a change in Share.

Final Review and Approval

The Steering Committee shall review the subcommittee's recommendation and can request further evaluation by the subcommittee, reject the recommendation, or refer the recommendation on to the Board.

Following Steering Committee action on the subcommittee recommendation, it shall forward the recommendation to the Board for action. If the recommendation to the Board is opposed by the requesting customer or by the customer whose service area has increase, that customer may file a position paper supporting its view to the Board before the Board acts.

Timing of Adjustments

If the change in Share is the result of an increased service area or the result of a request for re-evaluation that was made before the expected change occurs, the revised Share shall be effective upon the occurrence of the change of flow. If the change will occur in the middle of a rate year, the subcommittee can recommend that the impact be prorated over the rate year if it determines that is appropriate. When the customer requests a re-evaluation after the conditions have already changed, any adjustments in Shares shall occur beginning in the rate year following receipt of the request for re-evaluation.

Challenges by Another Customer

If another customer (the "Challenger") concludes that a customer received a new source of flow but did not inform the Steering Committee and request a re-evaluation of Shares, the Challenger may initiate a request for re-evaluation of the customer's share by submitting information showing that the above five factors have been met.

EXHIBIT E

ATTACHMENT 1

EXHIBIT 3

RATE SIMPLIFICATION PRO FORMA

TFG

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MEMORANDUM

Rate Simplification Pro Forma November 22, 2013

To: Sue McCormick, Nickie Bateson

From: Bart Foster

The intent of this memorandum is to present a "pro forma" calculation of Sewage Disposal Fund cost allocations and rate structure under the principles and approaches established by the Rate Simplification Proposal. As we have noted in prior discussions on this matter, implementation of the Rate Simplification Proposal will effectively streamline the documentation of sewer rate calculations into five simple tables. The attached pro forma illustrates these calculations.

For purposes of this illustration, we've assumed a hypothetical revenue requirement and preliminary cost pool assignments. These elements will be finalized for FY 2014-15 as the Department's budget and financial plan gets developed over the next two months. The SHAREs included in this illustration reflect the final recommendations of the Look-Back Committee and we do not anticipate any changes.

Inputs to the simplified pro forma rate calculation illustrated in the attached exhibit are highlighted in yellow. All other figures are calculated based on the simple calculations described herein.

A. **Revenue Requirements**. Total operating expense and capital revenue requirements are developed from the Department's financial plan and become the baseline "revenue requirement from rates" for the calculations. Operating expense will emerge from the Department's budget request. Capital revenue requirements consist of debt service on bonded indebtedness, capital improvements financed by revenues, and amounts necessary to establish and maintain reserve funds.
    - *The figures in this version of the pro forma are hypothetical pending finalization of the FY 2014-15 financial plan. These figures will be updated each year in the Rate Period to reflect annual financial plans.*

B. **Revenue Requirement Allocation Factors**. This approach embraces and implements the "Simplified Estimates of Cost Pools" element of the Rate

Simplification Proposal. Allocation factors are developed based on historical averages and adjusted for estimable changes in cost structure to assign the revenue requirements developed in Part A to the costs pools necessary to allocate revenue requirements to customers.

- *The figures in this version of the pro forma are preliminary and may change subtly as the FY 2014-15 financial plan is finalized. The Look-Back Committee has developed SHARES (see Part D) that are indicative of an overall common-to-all ("CTA") revenue requirement split of approximately 47% based on volume and approximately 53% based on pollutants. The relative factors in columns 9 and 10 have been (and will be) designed to produce that relative split. (See Part C).*

C. **Revenue Requirement Cost Pool Allocation**. Simply applies the allocation factors in Part B to the revenue requirements in Part A to assign costs to cost pools.

- *Note that the relative CTA split in footnote b is 47% volume / 53% pollutants, as targeted by the allocation factors presented in Part B.*

D. **SHARES**. Represents initial Rate Period SHARES (in Column 1) established by the parties for CTA revenue requirements. The CSO facility Shares are consistent with the 1999 Rate Settlement Agreement. Columns 6 and 7 illustrate relative Flow and Pollutant Shares, which are used to compute overall SHARES.

- *The Suburban Wholesale Cost Pool Shares in Column 3 are determined based on the relative (of the suburban total) Flow Shares shown in Column 6. Costs in this cost pool are not related to the wastewater treatment plant and therefore not allocable based on relative pollutant loadings.*

E. **Allocation of Revenue Requirements / Design of Fixed Charges**. Simply applies the SHARES from Part D to allocate revenue requirements in each cost pool to each customer. Totals individual cost pool allocations to determine total revenue requirement for each customer and calculates a fixed monthly charge for each customer.

- *Note that the rate structure for the Detroit retail class will continue to consist of both fixed and commodity charges.*

We trust that this information provides an effective, executive summary description and illustration of the Rate Simplification Proposal and we are prepared to present this information to policy makers and stakeholders.

DWSD Sewer Rate Model Template - Pro Forma Calculations

Designed to Illustrate Rate Simplfication Concept *Inputs & Assumptions are **HYPOTHETICAL** and presented for demonstration purposes only*

A. Revenue Requirements *Source: Budget/financial plan development*

Operating Expense - $	225,000,000
Captial Costs - $	275,000,000
Total - $	500,000,000

B. Revenue Requirement Allocation Factors *Source: Historical averages, adjusted for known changes*

	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)
	Functional Cost Allocation Factors	Cost Pool Allocation Factors								
		Common to All	Detroit Only	Suburban Wholesale	OMID Specific	CSO Facilities	Industrial Waste Control	TOTAL	*Common to All Detail*	
									Flow	*Pollutants*
Operating Expense										
WWTP	70.0%	*100.0%*						100.0%	*22.5%*	*77.5%*
Collection System	11.0%	*60.0%*	10.00%	15.0%	15.0%			100.0%	*60.0%*	
CSO	4.0%					100.0%		100.0%		
Retail Billing	5.0%		100.0%					100.0%		
Industrial Waste Control	10.0%						100.0%	100.0%		
Total	100.0%									
Capital Costs										
WWTP	62.0%	*100.0%*						100.0%	*50.0%*	*50.0%*
Collection System	25.0%	*60.0%*	32.00%	5.0%	3.0%			100.0%	*60.0%*	
CSO	13.0%					100.0%		100.0%		
Retail Billing	0.0%		100.0%					100.0%		
Industrial Waste Control	0.0%						100.0%	100.0%		
Total	100.0%									

PRELIMINARY

DWSD Sewer Rate Model Template - Pro Forma Calculations

Designed to Illustrate Rate Simplfication Concept *Inputs & Assumptions are **HYPOTHETICAL** and presented for demonstration purposes only*

C. Revenue Requirement *Cost Pool* Allocation *Source: **B** (factors) applied to **A** (revenue requirements)*

	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)
	Functional Cost Allocation	Cost Pool Allocation								
		Common to All	Detroit Only	Suburban Wholesale	OMID Specific	CSO Facilities	Industrial Waste Control	TOTAL	*Common to All (b)*	
									Flow	*Pollutants*
	$	$	$	$	$	$	$	$	$	$
Operating Expense										
WWTP	157,500,000	157,500,000	-	-	-	-	-	157,500,000	*35,437,500*	*122,062,500*
Collection System	24,750,000	14,850,000	2,475,000	3,712,500	3,712,500	-	-	24,750,000	*14,850,000*	-
CSO	9,000,000	-	-	-	-	9,000,000	-	9,000,000	-	-
Retail Billing	11,250,000	-	11,250,000	-	-	-	-	11,250,000	-	-
Industrial Waste Control	22,500,000	-	-	-	-	-	22,500,000	22,500,000	-	-
Total Operating	225,000,000	172,350,000	13,725,000	3,712,500	3,712,500	9,000,000	22,500,000	225,000,000	*50,287,500*	*122,062,500*
Capital Costs										
WWTP	170,500,000	170,500,000	-	-	-	-	-	170,500,000	*85,250,000*	*85,250,000*
Collection System	68,750,000	41,250,000	22,000,000	3,437,500	2,062,500	-	-	68,750,000	*41,250,000*	-
CSO	35,750,000	-	-	-	-	35,750,000	-	35,750,000	-	-
Retail Billing	0	-	-	-	-	-	-	0	-	-
Industrial Waste Control	0	-	-	-	-	-	-	0	-	-
Total Capital	275,000,000	211,750,000	22,000,000	3,437,500	2,062,500	35,750,000	0	275,000,000	*126,500,000*	*85,250,000*
Total Revenue Req't	500,000,000	384,100,000	35,725,000	7,150,000	5,775,000	44,750,000	22,500,000	500,000,000	*176,787,500*	*207,312,500*
less: Industrial Specific (a)	(27,500,000)	(5,000,000)					(22,500,000)	(27,500,000)		*(5,000,000)*
Net Revenue Requirement	472,500,000	379,100,000	35,725,000	7,150,000	5,775,000	44,750,000	0	472,500,000	*176,787,500*	*202,312,500*

(a) Industrial Surcharge Customers *based on % of total ubfluent pollutant loadings that are "surchargeable"* *2.4%*

(b) Relative Flow/Pollutants in CTA Cost Pool *47%* *53%*

PRELIMINARY

DWSD Sewer Rate Model Template - Pro Forma Calculations

Designed to Illustrate Rate Simplfication Concept *Inputs & Assumptions are **HYPOTHETICAL** and presented for demonstration purposes only*

D. SHARES

Source: Simplified flow balance results ("Z" factor)

	(1)	(2)	(3)	(4)	(5)	(6)	(7)
	CTA SHARE	Detroit Only	Suburban Wholesale	OMID Specific	CSO Facilities	*Share Details*	
						Flow	*Pollutants*
Metered Customers							
OMID	16.14%		24.84%	100.00%	2.65%	*14.28%*	*17.42%*
Rouge Valley	12.66%		20.70%		2.96%	*11.90%*	*13.18%*
Oakland GWK	10.40%		17.69%		2.26%	*10.17%*	*10.55%*
Evergreen Farmington	7.37%		11.93%		1.49%	*6.86%*	*7.73%*
NE Wayne Co	5.49%		9.44%		1.17%	*5.43%*	*5.52%*
Allen Park	0.15%		0.24%		0.03%	*0.14%*	*0.16%*
Center Line	0.21%		0.33%		0.06%	*0.19%*	*0.23%*
Dearborn East & West	4.15%		6.72%		0.00%	*3.86%*	*4.34%*
Farmington	0.25%		0.41%		0.05%	*0.24%*	*0.26%*
Grosse Pointe Park	0.37%		0.62%		0.06%	*0.36%*	*0.38%*
Melvindale	0.32%		0.51%		0.07%	*0.29%*	*0.33%*
Grosse Pointe Farms	0.71%		1.18%		0.50%	*0.68%*	*0.72%*
	---	---	---	---	---	---	---
M Total	58.22%	0.00%	94.61%	100.00%	11.30%	*54.40%*	*60.83%*
Detroit + Unmetered							
Dearborn E. (Storm Only)	0.06%		0.15%		1.63%	*0.09%*	*0.05%*
Dearborn N.E.	0.32%		0.81%		0.00%	*0.47%*	*0.43%*
Grosse Pointe	0.19%		0.39%		0.23%	*0.23%*	*0.20%*
Hamtramck	0.80%		1.79%		1.59%	*1.03%*	*0.84%*
Harper Woods	0.05%		0.11%		0.01%	*0.06%*	*0.06%*
Highland Park	1.13%		2.05%		2.06%	*1.18%*	*1.06%*
Small Districts	0.06%		0.08%		0.17%	*0.05%*	*0.05%*
Detroit	39.16%	100.00%			83.00%	*42.51%*	*36.49%*
	---	---	---	---	---	---	---
D+ Total	41.78%	100.00%	5.39%		88.70%	*45.60%*	*39.17%*
	---	---	---	---	---	---	---
Total	100.00%	100.00%	100.00%	100.00%	100.00%	*100.00%*	*100.00%*
Suburbs in D+	*2.62%*	*0.00%*	*5.39%*	*0.00%*	*5.70%*	*3.10%*	*2.68%*
Detroit	*39.16%*	*100.00%*	*0.00%*	*0.00%*	*83.00%*	*42.51%*	*36.49%*

PRELIMINARY

DWSD Sewer Rate Model Template - Pro Forma Calculations

Designed to Illustrate Rate Simplfication Concept *Inputs & Assumptions are **HYPOTHETICAL** and presented for demonstration purposes only*

E. Allocation of Revenue Requirements / Design of Fixed Charges *Source: **D** (shares) applied to **C** (allocated revenue requirements)*

	(1)	(2)	(3)	(4)	(5)	(6)	(7)
	Allocation of Revenue Requirements						Fixed Monthly Charge
	Common to All	Detroit Only	Suburban Wholesale	OMID Specific	CSO Facilities	TOTAL	
	$	$	$	$	$	$	$/mo
Metered Customers							
OMID	61,186,700	0	1,775,900	5,775,000	1,186,400	69,924,000	5,827,000
Rouge Valley	47,994,100	0	1,479,900	0	1,322,700	50,796,700	4,233,100
Oakland GWK	39,426,400	0	1,264,700	0	1,009,500	41,700,600	3,475,100
Evergreen Farmington	27,939,700	0	853,100	0	664,600	29,457,400	2,454,800
NE Wayne Co	20,812,600	0	675,300	0	525,300	22,013,200	1,834,400
Allen Park	583,800	0	17,400	0	13,800	615,000	51,300
Center Line	799,900	0	23,500	0	24,800	848,200	70,700
Dearborn East & West	15,713,700	0	480,200	0	0	16,193,900	1,349,500
Farmington	959,100	0	29,600	0	23,400	1,012,100	84,300
Grosse Pointe Park	1,414,000	0	44,300	0	27,600	1,485,900	123,800
Melvindale	1,194,200	0	36,400	0	33,100	1,263,700	105,300
Grosse Pointe Farms	2,691,600	0	84,600	0	225,500	3,001,700	250,100
M Total	220,715,800	0	6,764,900	5,775,000	5,056,700	238,312,400	19,859,400
Detroit + Unmetered							
Dearborn E. (Storm Only)	238,800	0	10,700	0	729,900	979,400	81,600
Dearborn N.E.	1,213,100	0	58,200	0	0	1,271,300	105,900
Grosse Pointe	727,900	0	28,200	0	102,100	858,200	71,500
Hamtramck	3,040,400	0	127,800	0	713,600	3,881,800	323,500
Harper Woods	204,700	0	7,600	0	5,700	218,000	18,200
Highland Park	4,283,800	0	146,900	0	924,000	5,354,700	446,200
Small Districts	208,500	0	5,700	0	75,300	289,500	24,100
Detroit (a)	148,466,900	35,725,000	0	0	37,142,500	221,334,400	*18,444,500*
D+ Total	158,384,100	35,725,000	385,100	0	39,693,100	234,187,300	19,515,500
Total	379,099,900	35,725,000	7,150,000	5,775,000	44,749,800	472,499,700	39,374,900
Suburbs in D+	*9,917,200*	*0*	*385,100*	*0*	*2,550,600*	*12,852,900*	*1,071,000*
Detroit (a)	*148,466,900*	*35,725,000*	*0*	*0*	*37,142,500*	*221,334,400*	*18,444,500*

(a) Retail rates for Detroit will still contain fixed and commodity charges.

PRELIMINARY

EXHIBIT E

ATTACHMENT 2

AGREEMENT TO REVISE CSO PROJECT LIST

Attachment 2

AGREEMENT TO REVISE CSO PROJECT LIST

THIS SETTLEMENT AGREEMENT ("Agreement") is entered into this _____ day of _____ , 2013 by and between the City of Detroit by and through its Board of Water Commissioners, the County of Oakland, acting by and through its Water Resources Commissioner, the County of Macomb, acting by and through its Public Works Commissioner, and the County of Wayne.

RECITALS:

A. WHEREAS that parties entered into a certain rate settlement agreement dated September 1, 2000 (known as the "1999 Rate Settlement Agreement") which deals with allocation of costs for wet weather facilities consistent with the projects identified for construction in the NPDES Permit which was issued to Detroit on July 1, 1997, and estimation and determination of responsibility for infiltration/inflow (unaccounted for flows);

B. WHEREAS the United States District Court has ordered that paragraphs 2, 3, 5, 6, 8, 9, 10, 11, and 13 and Exhibit B of the 1999 Rate Settlement Agreement be incorporated in all of the wastewater services contracts between Detroit and its Tier 1 or wholesale customers. Order to Incorporate Rate Settlements into Wastewater Contracts and Dismiss All Prior Rate Settlements (August 31, 2011), *United States v City of Detroit*, Case No. 77-71100 (dkt #2393);

C. WHEREAS the 1999 Rate Settlement Agreement identified specific past, then-ongoing and future wet weather projects and assigned them to one of four customers classes for cost allocation purposes: Detroit only, common-to-all (wastewater treatment plant improvements), 83% Detroit/17% wholesale customers (new wet weather facilities), and customer-specific. Those projects were set forth in Exhibit B to the 1999 Rate Settlement Agreement;

D. WHEREAS all of the projects on Exhibit B have been completed or have been cancelled as not cost-effective as then formulated;

E. WHEREAS the 1999 Rate Settlement Agreement provides that:

> "In the event that DWSD determines that it is reasonable, appropriate or necessary to construct additional wet weather facilities in the future, suburban customers reserve the right to contest the allocation of costs of such facilities to them."

F. WHEREAS Detroit's NPDES Permit was modified on September 26, 2003 to require construction of certain additional projects not included on Exhibit B as follows:

- Oakwood CSO Basin and Pump Station,
- Oakwood District Sewer Improvements, and
- Belle Isle CSO Basin;

G. WHEREAS Detroit's NPDES permit was again modified on March 10, 2010 to eliminate the Upper Rouge Tunnel and the Detroit River Outfall ("DRO-2") projects, provided that Detroit identify substitute CSO control facilities for future construction along the Upper Rouge River to control outfalls which were previously slated to be connected to the now-terminated Upper Rouge Tunnel, and to design and construct a new Rouge River Outfall ("RRO-2") at the wastewater treatment plant as a replacement to the now-terminated Detroit River Outfall (DRO-2) project;

H. WHEREAS Detroit's NPDES permit was again modified on June 28, 2011 (the "Existing NPDES Permit") to require the following additional projects, including certain projects not included on Exhibit B for both conventional CSO control facilities and a new Green Infrastructure Program in the Upper Rouge Tributary Area as follows:

- Construction of ten new Conventional CSO Control Facilities along the Upper Rouge to replace the Upper Rouge Tunnel to be completed and placed in service by 2035,
- Implementation of a Green Infrastructure Program in the Upper Rouge tributary area to be completed by 2032,
- Renovation and structural rehabilitation of the Hubbell-Southfield CSO Basin and the Task 1 In-System Storage Gates by 2014, and
- Construction of ten new Conventional CSO control facilities along the Detroit River to be completed and placed in service by 2045;

I. WHEREAS Detroit is negotiating a new NPDES permit for the period 2013-2017 (the "New NPDES Permit") which will include several wet weather projects not included on Exhibit B, of which three projects are to be constructed prior to the expiration of the New NPDES Permit in 2017:

- New Rouge River Outfall (RRO-2) Segment 2,
- Hubbell-Southfield Basin, and
- Task 1 Gate Renovations

J. WHEREAS the wholesale customers have previously informally contested the allocation of cost for certain of the planned Green Infrastructure Program;

K. WHEREAS the parties have now resolved the challenges to the allocation of Green Infrastructure Projects through 2017 and have agreed on the allocation of conventional wet weather projects that are either i) constructed or presently under construction and not included on Exhibit B, ii) included in the Existing NPDES Permit and not yet constructed, or iii) to be constructed pursuant to the New NPDES Permit, and wish to memorialize the resolutions of these issues through this Agreement.

NOW THEREFORE, in consideration of the foregoing and the mutual promises hereafter the parties agree as follows:

1. Status of Wet Weather Projects on Exhibit B to the 1999 Rate Settlement Agreement.

(a) All projects on Exhibit B to the 1999 Rate Settlement Agreement are deemed to have been completed or abandoned except to the extent they are identified on Exhibit 1 to this Agreement;

(b) To the extent Detroit has incurred capital costs for the facilities on Exhibit B and is incurring operation and maintenance costs, such costs shall be allocated in current and future rates consistent with the allocation established in Exhibit B to the 1999 Rate Settlement Agreement; and

(c) Objections to such capital costs are waived and released with prejudice.

2. Wet Weather Projects Not on Exhibit B to the 1999 Rate Settlement Agreement

(a) The parties agree that the completed wet weather projects on Exhibit 1a are valid and approved wet weather projects and their capital, operating and maintenance costs shall be allocated as set forth in Exhibits 1a.

(b) The parties agree that the wet weather projects now underway and shown on Exhibit 1b are valid and approved wet weather projects and their capital, operating and maintenance costs shall be allocated as shown on Exhibit 1b, subject to Paragraph 3(c) below.

(c) The parties agree that the proposed wet weather projects shown on Exhibit 1c are valid and approved wet weather projects and their capital, operating and maintenance cost shall be allocated as shown on Exhibit 1c, subject to Paragraph 3(c) below.

(d) The parties agree that Detroit may not allocate to the wholesale customers the capital, operating and maintenance costs of any wet weather project not shown on either Exhibit B to the 1999 Rate Settlement Agreement or Exhibit 1a, b and c until and unless this Agreement and Exhibit 1a, b and c are amended by the parties.

3. Green Infrastructure Program

(a) The parties agree that the capital, operating and maintenance costs incurred through June 30, 2017, for green infrastructure wet weather control facilities that 1) are required by the New NPDES Permit, 2) meet the criteria in Paragraphs 3(c)(ii) or (iii) below, and 3) are implemented in the area tributary to the Upper Rouge Tunnel (as defined in Exhibit 2) between July 1, 2010 and June 30, 2017, shall be allocated 83% to the City of Detroit and 17% to wholesale customers. The allocation of these costs among wholesale customers shall be according to the percentages set forth in Exhibit A to the 1999 Rate Settlement Agreement, as Exhibit A may hereafter be amended to address additions or deletions of flow from one or more wholesale customers.

(b) To the extent that green infrastructure wet weather control projects are required within the area tributary to the Upper Rouge Tunnel as part of the 2018-2022

NPDES permit and meet the criteria in Paragraphs 3(c)(ii) or (iii), Detroit, and Wayne and Macomb Counties agree that costs incurred shall be allocated 83% to the City of Detroit and 17% to wholesale customers. Before June 30, 2017, Oakland County agrees to enter into negotiations with regard to the allocation of such costs and with regard to operating and maintenance costs associated with green infrastructure projects implement pursuant to Paragraph 3(a).

(c) Guidelines for Projects Subject to Paragraph 3(a)

The parties agree that the following shall apply to the cost allocation of green infrastructure projects in the New NPDES Permit to be constructed before 2018:

i. Eaves trough and downspout disconnection projects shall be charged 100% to Detroit:

ii. The following types of wet weather control projects may be allocated 83%/17% if the specified criteria are met:

- Demolition of structures if needed to accomplish a specific wet weather control project not consisting entirely of land clearance and involving other elements – e.g., land assembly for a detention pond or drainage swale or tree planting.

iii. All other types of green infrastructure wet weather control projects may be allocated 83% /17% in all circumstances.

(d) The parties agree to negotiate in good faith with regard to the allocation of costs of any other green infrastructure project included in a future NPDES permit or in the DWSD Capital Improvement Program.

(e) Detroit agrees to comply with New NPDES Permit, Section A(5)(a), "Green Infrastructure (GI) Program – Tributary Area for Rouge River Outfalls."

(f) Detroit will account for and report to the wholesale customers the actual capital, operating and maintenance costs incurred for green infrastructure on a fiscal year basis and by June 30, 2017 prepare a five-year projection of operating and maintenance costs for the green infrastructure constructed or to be constructed pursuant to the New Permit.

4. Wet Weather Projects to Be Constructed after 2017. Consistent with the 1999 Rate Settlement Agreement, the capital, operating and maintenance costs of wet weather facilities constructed or to be constructed by DWSD in the future and not listed on Exhibit 1 that alleviate combined sewer overflows from Detroit's wastewater transportation, conveyance and treatment system and that will reduce flows into sewers that contain or will contain wet weather flows generated from both inside and outside the City of Detroit shall be allocated between Detroit and the wholesale customers on a 83%/17% basis. The foregoing does not apply to green infrastructure projects subject to Paragraph 3(b).

5. Except as may be modified herein, the wastewater contracts between parties and the surviving rate terms as defined in the Court's Order of August 31, 2011, remain in full force and effect unless such surviving rate terms are amended or modified by a separate agreement.

6. Detroit and the three Counties shall amend their wastewater services contracts to incorporate the terms of this Agreement and Detroit shall obtain similar amendments in all of the other wholesale customers' contracts.

CITY OF DETROIT

By: _____

Its: Director, DWSD

MACOMB COUNTY

By: _____

Its: CHIEF DEPUTY MACOMB COUNTY PUBLIC WORKS COMMISSIONER

OAKLAND COUNTY

By: _____

Its: _____

WAYNE COUNTY

By: _____

Its: _____

5. Except as may be modified herein, the wastewater contracts between parties and the surviving rate terms as defined in the Court's Order of August 31, 2011, remain in full force and effect unless such surviving rate terms are amended or modified by a separate agreement.

6. Detroit and the three Counties shall amend their wastewater services contracts to incorporate the terms of this Agreement and Detroit shall obtain similar amendments in all of the other wholesale customers' contracts.

CITY OF DETROIT

By: _____

Its: _____

MACOMB COUNTY

By: _____

Its: _____

OAKLAND COUNTY

By: _____

Its: _____

WAYNE COUNTY

By: _____

Its: _____

EXHIBIT E

ATTACHMENT 2

EXHIBIT 1

APPROVED WET WEATHER FACILITIES

APPROVED WET WEATHER FACILITIES

Project Description	Actual Capital Cost	Cost Allocation (Detroit/Suburban)
a. Completed Facilities Not on Exhibit B		
• Belle Isle CSO Basin	$16.1 M	100% / 0%
• Oakwood CSO Basin & Pump Station (082)	$168.7 M	
a. CSO Basin	TBD	83% / 17%
b. Pump Station	TBD	Common-to-all
• Oakwood District Sewer Improvements	$27.0 M	100% / 0%
• Detroit River Outfall (DRO-2)	$88.2 M	Common-to-all
	Estimated Cost	
b. Facilities Under Construction and Not on Exhibit B		
• Rouge River Outfall Segment 1 (RRO-2)	$14.4 M	Common-to-all
• Green Infrastructure (2010-12) (059-069, 072-075, 077, 079)	(Max) $9.0 M	Para. 3(c)
c. Facilities to be Constructed Pursuant to New NPDES Permit		
Facilities to be constructed by 2017:		
• Green Infrastructure (2013-2017) (Outfalls 059-069, 072-075, 077, 079)	$15.0 M	Para. 3(c)
• Rouge River Outfall Segment 2 (RRO-2)	$91.0 M	Common-to-All
• Hubbell-Southfield Basin Renovations, Task 1 Gate Rehab.	$19.0M	83% / 17%
• In-System Storage Gate Renovation (Outfalls 059, 060, 061, 065, 069, 072, 074)	$2.0M	83% / 17%
Facilities to be constructed after 2017:		
• Green Infrastructure (2018 -) (Outfalls 059-069, 072-075, 077, 079)	$26.0 M	TBD

(*End Exhibit E*)

EXHIBIT B-VI

WASTEWATER TREATMENT NPDES PERMIT ASSIGNMENT OF FUNCTIONS

List of NPDES Requirements

Page	Part	Section	Subsection	Requirement	Current Version Date	Due Date	Frequency of Updates	Current Responsibility		Type of Work to be Performed	Responsibility for Compliance
Cover	-	-	-	Reapply as Required	-	4/1/2017	Five Year Interval	-		Prepare Application	Shared
3-6	I	A. Limitations and Monitoring Requirements	1. Final Effluent Limitations, Monitoring Point 049F	Dry and wet weather discharges	-	-	-	-	Detroit River Outfall	Operate	Authority
7	I	A. Limitations and Monitoring Requirements	2. Final Effluent Limitations, Monitoring Point 049A	Dry and wet weather discharges	-	-	-	-	Detroit River Outfall	Operate	Authority
8-9	I	A. Limitations and Monitoring Requirements	3. Final Effluent Limitations, Monitoring Point 049B	Dry and wet weather discharges	-	-	-	-	Detroit River Outfall	Operate	Authority
9-12	I	A. Limitations and Monitoring Requirements	4. Final Effluent Limitations, Monitoring Point 050A	Dry and wet weather discharges	-	-	-	-	Rouge River Outfall	Operate	Authority
11	I	A. Limitations and Monitoring Requirements	4. Final Effluent Limitations, Monitoring Point 050A - d. Evaluation of Copper Effluent Concentrations	Copper Evaluation	Oct. 27, 2013	Oct. 27, 2013	None	-	Reported was written by IWC, analytical lab	Study/Report	Complete
13-16	I	A. Limitations and Monitoring Requirements	5. Final Effluent Limitations, Monitoring Point 084A (RRO2)	Several deadlines associated with disinfection of wet weather flow.[1]	-	-	-	-		Construct Improvements and Study	Authority
18-19	I	A. Limitations and Monitoring Requirements	6. Combined Sewer Overflow Retention Treatment Basin Discharge Authorization, Monitoring Points 101A, 102A, 103A, 104A, 108A and 109A a. Retention Basin Monitoring and Reporting	Effluent flow-weighted composite sampling	-	-	-	-	Equipment and procedures recently developed at Conner Creek and Hubbell-Southfield RTB	Study/Construct	Authority
19	I	A. Limitations and Monitoring Requirements	6. Combined Sewer Overflow Retention Treatment Basin Discharge Authorization, Monitoring Points 101A, 102A, 103A, 104A, 108A and 109A d. Operation and Maintenance Plan	Operations and Maintenance Plans	-	-	-	-		Prepare Plans	Shared
21	I	A. Limitations and Monitoring Requirements	7. Combined Sewer Overflow Screening and Disinfection Facilities Discharge Authorization, Monitoring Points 105A, 106A and 107A - d. Operation and Maintenance Plan	Operations and Maintenance Plans	-	-	-	-		Prepare Plans	Shared
22	I	A. Limitations and Monitoring Requirements	8. Total Residual Chlorine Minimization Program a. TRC Minimization Assessment	TRC Minimization Assessment	21-Dec-12	-	Completed	-	TRC report completed and submitted to MDEQ and awaiting review	Study/Construct	Authority
22	I	A. Limitations and Monitoring Requirements	8. Total Residual Chlorine Minimization Program a. TRC Minimization Assessment	TRC Minimization Procedures	-	Upon MDEQ approval		-	TRC minimization procedures to be implemented upon MDEQ approval	Study/Construct	Authority
22	I	A. Limitations and Monitoring Requirements	8. Total Residual Chlorine Minimization Program c. In-Stream TRC Effluent Plume Evaluation	In-stream TRC Effluent Plume Evaluation	21-Dec-12	-	Completed	-	TRC plume study submitted to MDEQ and awaiting review	Study	Authority
23	I	A. Limitations and Monitoring Requirements	8. Total Residual Chlorine Minimization Program e. Best Management Practices/Operator Coordination Work Group	Best Practices Work Group Meetings	-	-	Quarterly	-	Currently meetings are facilitated by Project Innovations	Participate	Authority
23	I	A. Limitations and Monitoring Requirements	8. Total Residual Chlorine Minimization Program e. Best Management Practices/Operator Coordination Work Group	Summary of Work Group meetings and BMPs	Feb-15	March 1	Annually	WW Operations	Report prepared by Project Innovations	Prepare Report	Authority
24-25	I	A. Limitations and Monitoring Requirements	9. Additional Monitoring Requirements	Whole Effluent Toxicity & Hardness, metals, organics, etc.	August-14	May-15	May 2015, March 2016, Oct. 2016	Operations & analytical lab		Monitor	Authority
25-26	I	A. Limitations and Monitoring Requirements	10. Pollutant Minimization Program for Total Mercury and Total PCBs	Pollutant Minimization Program	-	-	-	-		Monitor	Authority
26	I	A. Limitations and Monitoring Requirements	10. Pollutant Minimization Program for Total Mercury and Total PCBs b. PCB/Hg monitoring in influent and sludge	PCB/Hg monitoring in influent and sludge	-	1-Oct	Quarterly	IWC		Monitor	Authority
26	I	A. Limitations and Monitoring Requirements	10. Pollutant Minimization Program for Total Mercury and Total PCBs c. PCB/Hg Minimization Report	PCB/Hg Minimization Report	-	1-Oct	Annually	IWC		Report	Authority
26	I	A. Limitations and Monitoring Requirements	11. Wastewater Treatment Plant Wet Weather Operational Plan	WWTP Wet Weather Operational Plan	12/29/2014	January 1	Annually	WW Ops/Sup Eng./SCC		Plan	Authority
27	I	A. Limitations and Monitoring Requirements	12. Facilities Improvement Program a. WWTP Solids Processing Requirements and Corrections 1. Required capacities, solids recycling reporting, solids inventory	Required capacities, solids recycling reporting, solids inventory	-	-	-	-		Operate	Authority
28	I	A. Limitations and Monitoring Requirements	12. Facilities Improvement Program a. WWTP Solids Processing Requirements and Corrections 2.a.Short - Term Solids Management Plan	Short - Term Solids Management Plan	-	-	-	WW Operations	Completed	Plan	Complete
28	I	A. Limitations and Monitoring Requirements	12. Facilities Improvement Program a. WWTP Solids Processing Requirements and Corrections 2.a.1. C-I, C-II repairs	C-I, C-II repairs	-	11/30/2014	-	WW Engineering Construction	Completed	Construct	Complete
28	I	A. Limitations and Monitoring Requirements	12. Facilities Improvement Program a. WWTP Solids Processing Requirements and Corrections 2.a.2. Belt Filter Presses C-I, C-II	Belt Filter Presses C-I, C-II	-	1/1/2016	-	WW Engineering Construction	Complete Construction	Construct	Authority
28	I	A. Limitations and Monitoring Requirements	12. Facilities Improvement Program a. WWTP Solids Processing Requirements and Corrections 2.b.Long Term Solids Management Plan	Long Term Solids Management Plan	3/1/2013	3/1/2013	Schedule incorporated by reference	WW Operations	Submitted request for revision of the LTSDP on December 8, 2014	Plan/Act	Authority
28	I	A. Limitations and Monitoring Requirements	12. Facilities Improvement Program a. WWTP Solids Processing Requirements and Corrections 3. Alum Sludge Correction	Alum Sludge Correction Plan		9/1/2015	annual report after impl.	Water Eng./ops impl.		Plan/Act	Authority
29	I	A. Limitations and Monitoring Requirements	12. Facilities Improvement Program b. WWTP Quarterly Shutdown Schedules	Quarterly Shutdown Schedule	-	Dec., Mar., June, Sept.	Quarterly	WW Operations/Engineeri	Quarterly Meeting held on site with MDEQ	Plan	Authority
29	I	A. Limitations and Monitoring Requirements	12. Facilities Improvement Program c. Operation, Maintenance & Replacement/Asset Management	Asset Management Program	December-13	1/1/2014	No updates -annual report	-	Includes all facilities (GLWA: some collection, WWTP, CSO, pumping stations/DWSD : linear assets)	Plan/Act	Shared
			12. Facilities Improvement Program						Minimum staffing level applies only during		
29	I	A. Limitations and Monitoring Requirements	c. Operation, Maintenance & Replacement/Asset Management	Staffing Plan	10/14/2015	-	As needed	WW Operations	Minimum level during staffing applies only ACO/count only WWTP & CSO	Plan	Authority
29	I	A. Limitations and Monitoring Requirements	12. Facilities Improvement Program c.1. Operation, Maintenance & Replacement/Asset Management	Purchasing Procedures	June 30, 2013	June 30, 2013	Update only required if procedures change	Purchasing/WW Admin.		Report	Complete
				Purchasing Metrics	-	-	-	-	Include KPIs in ACO quarterly		Authority
30	I	A. Limitations and Monitoring Requirements	12. Facilities Improvement Program c.2. Asset Management Implementation	Asset Management Implementation	Oct. 1, 2014	Oct. 1, 2015	Annual	WW Admin.	Prescriptive report, includes collection system, budgets	Report	Shared
30	I	A. Limitations and Monitoring Requirements	12. Facilities Improvement Program d. Public Participation	Permittee will participate in MDEQ outreach meetings	-	-	-	-	MDEQ sets meetings City of Detroit may be invited	Participate	Authority
30	I	A. Limitations and Monitoring Requirements	13.Reopener for Primary and Secondary Treatment Capacity	Establishes requirement for 1700MGD (raw) Primary Treatment Capacity and 930MGD (includes recycle) Secondary Treatment Capacity	-	throughout permit	-	Operations and Maintenance		Operate	Authority

32	I	A. Limitations and Monitoring Requirements	14.Outfalls Prohibited from Discharge to Combined Sewer System	5 Outfalls prohibited from discharge	-	Monitoring requirements - captured in SCC. Reported by WWTP	-	WWOG and SCC	Except as provided in Part II.C.9	Monitor/ Report	Authority
32	I	A. Limitations and Monitoring Requirements	15.Discharges from Combined Sewer System a. Limited Discharge Authorization	56 Outfalls Limited discharge authorization	-	-	-	DWSD - WWOG, SCC	Establishes criteria for discharge authorization form CSO outfalls	Operate	Authority
36	I	A. Limitations and Monitoring Requirements	15. Discharges from Combined Sewer System b. Qualified Operations and Maintenance Manager for CSO Discharges	Designation of qualified Manager to serve as contact for CSO discharges	-	-	-	WWOG		Operate	Authority
36	I	A. Limitations and Monitoring Requirements	15. Discharges from Combined Sewer System c. Disconnection of Eaves Troughs and Roof Downspouts	Downspout Disconnections/residential & commercial	-	-	-	Green Infrastructure CS-1522 /WW	City Ordinance in place Permit prioritizes implementation	Enforce	City
36-43	I	A. Limitations and Monitoring Requirements	15. Discharges from Combined Sewer System d. Final Combined Sewer Overflow Control Program	Final CSO Control Program: Incorporates Green Infrastructure as component of approved Long-Term	-	-	-	WW Engineering	Requires the elimination or adequate treatment of CSOs under LTCSO Program	Plan/ Construct	Shared
37	I	A. Limitations and Monitoring Requirements	15. Discharges from Combined Sewer System d. Final Combined Sewer Overflow Control Program 1) Rouge River Outfalls 059-069, Outfalls 072-075, Outfall 077, and Outfall 079 a. Work Plan	Work Plan to determine frequency & volume of discharges from Upper Rouge River	July 1, 2013'	-	NA	WW Engineering	MDEQ approved	Study	Complete
37	I	A. Limitations and Monitoring Requirements	15. Discharges from Combined Sewer System d. Final Combined Sewer Overflow Control Program 1) Rouge River Outfalls 059-069, Outfalls 072-075, Outfall 077, and Outfall 079 b. Report on study	Report results of study.	-	April 1, 2015	NA	WW Engineering	Submitted	Report	Complete
37	I	A. Limitations and Monitoring Requirements	15. Discharges from Combined Sewer System d. Final Combined Sewer Overflow Control Program 1) Rouge River Outfalls 059-069, Outfalls 072-075, Outfall 077, and Outfall 079 c. Amend "Supplemental Report on Alterative CSO Controls. . . UR River"	Amend the "Supplemental Report on Alternative CSO Controls for the Upper Rouge River" (dated April 30, 2010) that describes any changes to the recommended long-term CSO control projects for the 17 CSOs.	-	January 1, 2017	-	WW Engineering	Sets changes to long term control plan	Plan/Long Term CSO	Shared
37	I	A. Limitations and Monitoring Requirements	15. Discharges from Combined Sewer System d. Final Combined Sewer Overflow Control Program 2) CSO Control Program for Rouge River Task 1 In-System Storage Gate Renovations (Outfalls 060, 061, 065, 069, 072, and 074)	In-system Storage Gate Renovation	-	June 1, 2015	NA	WW Construction	Complete Construction	Construct	Complete
38	I	A. Limitations and Monitoring Requirements	15. Discharges from Combined Sewer System d. Final Combined Sewer Overflow Control Program 3) Long-term CSO Control Program for Rouge River Outfall 082/Oakwood Pump Station	Rouge River Outfall/Oakwood Pump Station - Project Performance Certification	-	February 1, 2014	NA	WW Ops Group Engineering		Report	Complete
38	I	A. Limitations and Monitoring Requirements	15. Discharges from Combined Sewer System d. Final Combined Sewer Overflow Control Program 4) CSO Control Program for Hubbell Southfield Retention Basin Structural Improvements	Hubbell Southfield Retention Basin Improvements	-	June 1, 2015	NA	WW Ops Group Engineering	On schedule	Construct	Authority
39	I	A. Limitations and Monitoring Requirements	15. Discharges from Combined Sewer System d. Final Combined Sewer Overflow Control Program 5) Green Infrastructure (GI) Program a) Tributary Area for Rouge River Outfalls 059-069, 072-075, 077, and 079	Green Infrastructure Plan Avg. $3 Million/yr. 10 yrs. Upper Rouge Outfalls and $2 M for following 10 yrs.	Aug-14	Aug 1, 2013	-	WW Engineering and	Applicable to the Upper Rouge Outfalls Shared for planning the GI efforts, Implementation of plan City.	Plan/Act	Shared
39	I	A. Limitations and Monitoring Requirements	15. Discharges from Combined Sewer System d. Final Combined Sewer Overflow Control Program 5) Green Infrastructure (GI) Program a) Tributary Area for Rouge River Outfalls 059-069, 072-075, 077, and 079	Annual Report & performance goal of 2.8 Million gals	-	Aug. 1, 2015	annual	CS-1522 WW Engineering		Report	City
40	I	A. Limitations and Monitoring Requirements	15. Discharges from Combined Sewer System d. Final Combined Sewer Overflow Control Program 5) Green Infrastructure (GI) Program	Detroit River CSO Control Plan- conceptual Includes Green Infrastructure	New required April 1, 2017	-	-	WW Engineering		Plan	Shared
			b) Tributary Area for Detroit River Outfalls 005 - 009, 011, and 012 - 1. Detroit River CSO Control Plan								
# # # # #	I	A. Limitations and Monitoring Requirements	15. Discharges from Combined Sewer System d. Final Combined Sewer Overflow Control Program 5) Green Infrastructure (GI) Program b) Tributary Area for Detroit River Outfalls 005 - 009, 011, and 012 - 2. Future CSO Control and GI rqt's	Future CSO Control and GI requirements	-	Post April 2017	-	WW Ops Group Engineering	Applicable to the Detroit River near east-side and includes GI requirements	Plan	Shared
# # # # #	I	A. Limitations and Monitoring Requirements	15. Discharges from Combined Sewer System d. Final Combined Sewer Overflow Control Program 6) Collection System Improvements a) Control Improvements and b) Collection System Rehabilitation	Collection System Improvements	Oct-14	October 1	annual	WW Ops Group Engineering	Currently consolidated annual report for this section and CSO operational plan 15.e	Report/Act	Shared
# # #	I	A. Limitations and Monitoring Requirements	15. Discharges from Combined Sewer System d. Final Combined Sewer Overflow Control Program 8) Evaluation of Financial Capability	Evaluation of Financial Capability	-	April 1, 2017	-	Financial Administration	Financial Capability Report must be submitted on or before the permit renewal application	Study	Shared
41-43	I	A. Limitations and Monitoring Requirements	15. Discharges from Combined Sewer System	Future CSO Control Projects	-	-	-	-	-		Shared
			d. Final Combined Sewer Overflow Control Program	Adaptive management, eliminate discharges in listed outfalls, MDEQ review and approval.	-	Prior to implementation	-	-	Complex section		Shared
			9) Future CSO Control Projects	Shall propose storm water control for new and re-development in Rouge Sewer and Central Sewer Districts, and proposed control level, procedure and schedule.	-	April 1, 2017	-	-	Need City Storm water ordinance		City
				Procedure to implement control and schedule in two named districts (above).	-		-	-	-		Shared
43-44	I	A. Limitations and Monitoring Requirements	15. Discharges from Combined Sewer System e. Collection System and CSO Treatment Facilities Operational Plan	Collection System & CSO Operational Plan elements listed includes continue to coordinate with tributary communities.	9/30/2014	October 1	Annually	WWOG & Engineering	Includes O&M plans 1.A.6.d & 1.A.7.d		Shared
# #	I	A. Limitations and Monitoring Requirements	15. Discharges from Combined Sewer System f. New Wastewater Flows	New wastewater flows prohibited from outfalls and controlled outfalls	-	-	-	-	-		Shared
44-45	I	A. Limitations and Monitoring Requirements	16. Untreated or Partially-Treated Sewage Discharge Reporting and Testing Requirements	Discharge Reporting	-	-	Event	-	Details to be worked out by the Operational Working Group that is proposed to be developed	-	Shared
# #	I	A. Limitations and Monitoring Requirements	17.Facility Contact	Requirement for Facility Contact and Duly Authorized Representative	-	-	Throughout Permit	WWOG and Administration	Notification of changed within 10 days	Reporting/notification	Shared
45-	I	A. Limitations and Monitoring Requirements	18.Monthly Operating Reports	Monthly monitoring reporting	-	-	Monthly	WWOG	DMR	Reporting	Authority
	-	-	-	Reapplication of Enforcement Authority Agreement	Due July 1, 2017	-	-	IWC	-		Authority

# #	I	Section B. Industrial Waste Pretreatment Program	1. Federal Industrial Waste Pretreatment Program e. Report in accordance with agreement	Report in accordance with delegated authority agreement	April 1, 2014	April 1, 2015	Annual	IWC	-	Report	Authority
# #	I	Section B. Industrial Waste Pretreatment Program	1. Federal Industrial Waste Pretreatment Program h. Enforcement Response Plan	Industrial Waste Enforcement Response Plan	Continue to Implement	-	-	IWC	-	Plan	Authority
# #	I	Section B. Industrial Waste Pretreatment Program	1. Federal Industrial Waste Pretreatment Program n. Evaluation of whether existing local limits need to be revised	Local Limit Evaluation	-	June 1, 2016	-	-	-	Evaluate/ Report	Authority
# #	I	Section B. Industrial Waste Pretreatment Program	1. Federal Industrial Waste Pretreatment Program o. Industrial Pretreatment Program Annual Report	Industrial Pretreatment Program Annual Report Submittal	April 1, 2014	April 1, 2015	Annual	IWC	-	Report	Authority
# # #	I	Section B. Industrial Waste Pretreatment Program	2. Schedule for Notification to Contributing Jurisdictions	Progress Report achievement of all contribution jurisdictions legal authority	Nov. 1, 2014	May 1, 2015	Se mi-Ann	IWC	-	Report	Authority
# #	I	Section C. Residuals Management Program	1. Residuals Management Program for Land Application of Biosolids	Approved Residuals Management Program	-	-	As needed	WWOG	-	Comply	Authority
# # #	I	Section C. Residuals Management Program	1. Residuals Management Program for Land Application of Biosolids a. Annual Report	Annual Residuals Management Program Report	Oct. 30, 2014	Oct. 30, 2015	Annual	WWOG	-	Report	Authority
#	II	Section B. Monitoring Procedures	Entire Section	Various Monitoring Requirements	-	-	-	-	-	Comply	Authority
58-	II	Section C. Reporting Requirements	Entire Section	Various Reporting Requirements	-	-	-	-	-	Comply	Authority
63-	II	Section D. Management Responsibilities	Entire Section	Various Management Responsibilities	-	-	-	-	-	Comply	Authority
#	II	Section E. Activities Not Authorized by This Permit	Entire Section	Activities Not Authorized by this Permit	-	-	-	-	-	Comply	Authority
[1]This outfall was the focus of the Alternative Disinfection Study-sought alternative to new outfall construction. NPDES permit revision is underway to modify this requirement to the selected alternative for disinfecting 100% of the wet weather flow - secondary and primary treated.											