

**UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION**

In re:

City of Detroit, Michigan,
Debtor.

Bankruptcy Case No. 13-53846

Judge Thomas J. Tucker

Chapter 9

**CITY OF DETROIT’S MOTION TO ENFORCE CONFIRMATION
ORDER AGAINST THE SHEET METAL WORKERS’ LOCAL UNION
NO. 80 PENSION TRUST FUND AND ELECTRICAL WORKERS’
PENSION TRUST FUND OF LOCAL UNION #58, I.B.E.W., DETROIT
MICHIGAN**

The City of Detroit, Michigan (“City”) by its undersigned counsel, Miller, Canfield, Paddock and Stone, PLC, files this *Motion to Enforce the Confirmation Order Against the Sheet Metal Workers’ Local Union No. 80 Pension Trust Fund and Electrical Workers’ Pension Trust Fund of Local Union #58, I.B.E.W., Detroit Michigan* (“Motion”). In support of this Motion, the City respectfully states as follows:

I. Introduction

Two pension trust funds assert that the City owes them approximately \$300,000 because the City withdrew from the applicable pension funds in 2016. On several occasions, the City requested that the funds provide documents to substantiate their claim. To date, however, the funds have not provided any such substantiation. The City conducted its own investigation and, to the extent the



funds have valid claims (which the City disputes), the City's bankruptcy plan bars these claims. Consequently, the City respectfully requests that the Court enforce the plan and enjoin the funds from pursuing their claims and pay back all amounts that the City has paid under protest.

II. Background

A. Sheet Metal Fund

1. On or about March 31, 2020, the City of Detroit ("City") received a Notice of Assessment of Employer Withdrawal Liability ("Sheet Metal Fund Notice") from the Sheet Metal Workers' Local Union No. 80 Pension Trust Fund ("Sheet Metal Fund"), dated March 25, 2020. **Sheet Metal Fund Notice, Ex. 6A.**

2. The Sheet Metal Fund Notice asserts that the City "has been determined to have completely withdrawn from the Sheet Metal Workers' Local Union No. 80 Pension Trust Fund..." and that the "Fund's actuary has determined that the City of Detroit's withdrawal liability to be \$123,614." **Ex. 6A.**

3. The Sheet Metal Fund alleges that the City withdrew from the Fund in January 2016, but it failed to notify the City of the alleged associated withdrawal liability until 2020. **Exhibit 6N.** Section 1399(b)(1) of title 29 of the United States Code obligates the Fund to notify the City as soon as practicable after a complete or partial withdrawal of the amount of the alleged liability, providing a schedule of liability payments, and a demand for payment in accordance with the schedule. 29

U.S.C. § 1399(b)(1). To date, the Sheet Metal Fund has failed to justify its untimely notification.

4. In response to the Sheet Metal Fund Notice, on April 23, 2020, the City requested that the Sheet Metal Fund produce “all relevant documents regarding the notice of assessment, including but not limited to: Pension Plan documents, any documents related to . . . determining the amount of the determined withdrawal liability, the names of the employees that were in the respective . . . Locals . . . and all other relevant documents.” **City Request to Sheet Metal Dated April 23, Ex 6B.**

5. On May 21, 2020, the Sheet Metal Fund produced some documents, but did not produce any documents purporting to show that the City was obligated to contribute to the Sheet Metal Fund.

6. Consequently, again on May 27, 2020, the City requested that the Sheet Metal Fund “produce all available files and documents (including electronic documents or emails), in the custody or control of [the Fund], or other third party agents, relating in any way to (i) these unions/pension funds/employees past or current relationships to or dealing with the City, or (ii) the claims now being asserted against the City.” **City Request to Sheet Metal Dated May 27, Ex. 6C.**

7. In this correspondence, the City explained that the City’s bankruptcy, passage of time and the COVID-19 pandemic have prevented the City from being

able to locate historical files, complete its own due diligence or engage an independent review of the situation.

8. The Sheet Metal Fund refused to produce additional documents.

9. Accordingly, on June 25, 2020, pursuant to 29 U.S.C. §1399(b)(2)(A), the City submitted a formal request for a complete review as to the Sheet Metal Fund Notice, as supplemented by the Sheet Metal Fund's May 21, 2020 and June 22, 2020 correspondence. **City Request to Sheet Metal Dated June 25, Ex. 6D.** The City also requested that the Sheet Metal Fund provide various documents and information to the City no later than July 2, 2020. **Ex. 6D.**

10. To date, the Sheet Metal Fund has not produced any documents demonstrating that the City is obligated to contribute to the Sheet Metal Fund. The lack of information provided by the Sheet Metal Fund has further prohibited the City from determining whether there is a liability at all.

11. On July 21, 2020, having not received any response from the Sheet Metal Fund, the City sent a letter to Sheet Metal Workers' Local Union No. 80, requesting documents that purport to establish that it has any obligation to contribute to the Sheet Metal Fund, including copies of any collective bargaining agreement which allegedly obligates the City to contribute to the Sheet Metal Fund. **City Letter to Sheet Metal Dated July 21, Ex. 6E.** To date, Sheet Metal Workers' Local Union No. 80 has not responded.

12. The City conducted a diligent search of its records and has found no documentation to support the claims in the Sheet Metal Fund Notice.

B. IBEW Fund

13. On or about April 7, 2020, the City received a Notice of Assessment of Employer Withdrawal Liability (“IBEW Fund Notice”, and together with the Sheet Metal Fund Notice, the “Notices”) from the Electrical Workers’ Pension Trust Fund of Local Union #58, I.B.E.W., Detroit Michigan (“IBEW Fund” and together with the Sheet Metal Fund, the “Funds”), dated March 30, 2020. **IBEW Fund Notice, Exhibit 6F.**

14. The IBEW Fund Notice asserts that the City “has been determined to have completely withdrawn from the Electrical Workers’ Pension Trust Fund of Local Union #58...” and that the “Fund’s actuary has determined that the City of Detroit’s withdrawal liability to be \$167,555.” **Ex. 6F.**

15. The IBEW Fund alleges that the City withdrew from the Fund in January, 2016, but it failed to notify the City of the alleged associated withdrawal liability until 2020. **Exhibit 6N.** Section 1399(b)(1) of title 29 of the United States Code obligates the Fund to notify the City as soon as practicable after a complete or partial withdrawal of the amount of the alleged liability, providing a schedule of liability payments, and a demand for payment in accordance with the schedule. To

date, the IBEW Fund has failed to justify its untimely notification. 29 U.S.C. §1399(b)(1)

16. In response to the IBEW Fund Notice, on April 23, 2020, the City requested that the IBEW Fund produce “all relevant documents regarding the notice of assessment, including but not limited to: Pension Plan documents, any documents related to . . . determining the amount of the determined withdrawal liability, the names of the employees that were in the respective . . . Locals . . . and all other relevant documents.” **City Request to IBEW Dated April 23, Ex. 6G.**

17. On May 21, 2020, the IBEW Fund produced some documents, but did not produce any documents purporting to show that the City was obligated to contribute to the IBEW Fund. **Ex. 6G.**

18. Consequently, again on May 27, 2020, the City requested that the IBEW Fund “produce all available files and documents (including electronic documents or emails), in the custody or control of [the Fund], or other third party agents, relating in any way to (i) these unions/pension funds/employees past or current relationships to or dealing with the City, or (ii) the claims now being asserted against the City.” **Ex. 6C.** The IBEW Fund refused to produce additional documents.

19. In this correspondence, the City explained that the City’s bankruptcy case, the passage of time and the COVID-19 pandemic have prevented the City

from being able to locate historical files, complete its own due diligence or engage an independent review of the situation.

20. The IBEW Fund refused to produce additional documents.

21. Accordingly, on June 25, 2020, pursuant to 29 U.S.C. §1399(b)(2)(A), the City submitted a formal request for a complete review as to the IBEW Fund Notice, as supplemented by the IBEW Fund's May 21, 2020 and June 22, 2020 correspondence. **City Request to IBEW Dated June 25, Ex. 6H.** The City also requested that the IBEW Fund provide various documents and information to the City no later than July 2, 2020. **Ex. 6H.**

22. To date, the IBEW Fund has not produced any documents demonstrating that the City is obligated to contribute to the IBEW Fund. The lack of information provided by the IBEW Fund has further prohibited the City from determining whether there is a liability at all.

23. On July 21, 2020, having not received any response from the IBEW Fund, the City sent a letter to IBEW Local Union #58, requesting documents that purport to establish that it has any obligation to contribute to the IBEW Fund, including copies of any collective bargaining agreement which allegedly obligates the City to contribute to the IBEW Fund. **City Request to IBEW Dated July 21, Ex. 6I.** To date, IBEW Local Union #58 has not responded.

24. The City conducted a diligent search of its records and has found no documentation to support the claims in the IBEW Fund Notice.

C. City's Payment to Funds

25. On August 3, 2020, the City paid under the protest the first scheduled quarterly payment in the amount of \$29,232.50 to the Electrical Workers' Union, Local 58 Pension Trust and the amount of \$9,737 to the Sheet Metal Workers', Local 80 Pension Trust on account of the alleged withdrawal liability. **Exhibit 6L.**

D. The DWSD and the Great Lakes Water Authority

26. The Funds asserted that the employees at issue were employed by the Detroit Water and Sewerage Department ("DWSD") and that the alleged withdrawal event occurred on or around January 2016, which, as described below, is the same month in which employees of the DWSD were transferred to the Great Lakes Water Authority ("Authority") and the Authority assumed the DWSD's collective bargaining agreements with respect to such employees. Consequently, the City reviewed the records of the DWSD and Authority to determine whether the Funds claims were related to the transition.

27. During the City's bankruptcy case, on September 9, 2014, the City, State of Michigan, County of Oakland, County of Wayne and County of Macomb entered into a Memorandum of Understanding Regarding the Formation of the

Great Lakes Water Authority (“MOU”). *See* Doc. No. 7357. The MOU was a framework for the creation of a regional water and sewer/stormwater authority which would operate, control and improve both the Water and Sewage Disposal Systems owned by the City and operated by the Detroit Water and Sewerage Department (“DWSD”). *Id.*

28. The MOU resolved almost 40 years of litigation in the United States District Court for the Eastern District of Michigan, Case Number 77-71100.

29. The District Court had, in a series of orders issued between 2011 and 2013, used its equitable powers to grant DWSD autonomy from the City with respect to ratemaking, procurement, collective bargaining, and finance, which allowed DWSD to restructure its operations and negotiate its own collective bargaining agreements. U.S.D.C. E.D. Mich, Case No. 77-71100, Doc. Nos. 2397, 2410, 2528.

30. As a result, DWSD modified work rules, reduced the number of employees and negotiated collective bargaining agreements with a reduced number of unions.

31. Since at least 2012, if not before,¹ DWSD has had no collective bargaining agreements with either the IBEW or the Sheet Metal Workers. As

¹ The District Court’s Order dated November 4, 2011, provided that “DWSD employees are members of 20 different collective bargaining units, each of which
Continued on next page.

some bargaining units, notably AFSCME Local 207 and Senior Accountants and Analysts Association, continued to challenge some of these changes, as well as representation rights, these did not include the IBEW or the Sheet Metal Workers.

32. The MOU provided a framework for the establishment of the Great Lakes Water Authority (“Authority”) to lease the regional water system and the regional sewage treatment system from the City for a term of at least 40 years. The MOU authorized the parties to negotiate the terms of the leases, an agreement between the City and the Authority relating to the operation, management and improvement of the Detroit local water supply system and local sewer system, and a transition and shared services agreement. The MOU was approved by the Governor, the State Treasurer and the Bankruptcy Court in the *Order Confirming Eighth Amended Plan for the Adjustment of Debts of the City of Detroit* [Doc. No. 8272] (“Confirmation Order”), which provided that the MOU was approved in all respects. Confirmation Order ¶ J.38, pp. 94-95.

33. The Confirmation Order further provided:

The City is hereby authorized to enter into, and take any action necessary to perform under or implement, the terms of the Memorandum of Understanding and any final agreement resulting therefrom creating a regional water and sewer/stormwater authority to

Continued from previous page.

has its own collective bargaining agreement (“CBA”) that expires on June 30, 2012. (See Docket Entry No. 2409, Ex. C, Appx. 12). The list of unions at Docket Entry No. 2409, Ex. C, Appx. 12 does not list the IBEW or Sheet Metal Workers.

be called the Great Lakes Water Authority (the "GLWA") in accordance with, and subject to all approvals and consents required under, State law, the DWSD Tender Order, all documents related to the 2014 DWSD Refinancing Obligations, all documents related to the 2014 Revenue Refinancing Bonds, all documents related to the 2014 Revenue and Revenue Refinancing Bonds and the DWSD Bond Documents. The GLWA transaction contemplated in the Memorandum of Understanding, if consummated, would constitute a Qualifying DWSD Transaction as such term is defined in the Plan.

Confirmation Order ¶ J.38, pp. 94-95.

34. The articles of incorporation for the Authority were filed with the State on November 26, 2014, at which point the Authority came into existence. The parties completed negotiation of the leases and related agreements in June, 2015, and the City and the Authority executed them on June 12, 2015. The leases and related documents could not become effective until a number of conditions were satisfied, including the assignment of all customer and vendor contracts and all collective bargaining agreements relating to employees who transferred to the Authority and the approval by the District Court. All of the conditions were satisfied by December 2015, and on December 15, 2015, Judge Cox issued his order and opinion approving the transfer of the regional systems to the Authority and the related agreements and actions. Doc. No. 2573. The leases and all related operating agreements became effective on January 1, 2016, at which time the Authority assumed those collective bargaining agreements and became the successor employer for the transferring employees.

35. As of January 1, 2016, neither the City nor DWSD retained any liability with respect to the employees who transferred to the Authority, including liability in respect of pension contributions for those employees. *See Ex. 6J*, Regional Water Supply System Lease between the City and Authority, section 4.2, p. 16 (“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.”); *Ex. 6K*, Regional Sewage Disposal System Lease between the City and Authority, section 4.2, p. 16 (“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.”).

E. The City’s Bankruptcy Case

36. On October 22, 2014, the City filed its *Eighth Amended Plan of the Adjustment of Debts of the City of Detroit* [Doc. No. 8272] (“Plan”). Collective bargaining agreements were generally treated in one of two ways under the Plan.

37. First, article II.D.5 of the Plan states that collective bargaining agreements listed on Exhibit II.D.5 survive confirmation of the Plan, remain unaffected by the Confirmation Order, and will be performed in the ordinary

course of the City's business. Plan, p. 46. No agreements with the IBEW or Sheet Metal Workers are identified on Exhibit II.D.5.

38. Second, Article II.D.6 of the Plan² states that "On the Effective Date, each Executory Contract and Unexpired Lease that is listed on Exhibit II.D.6 shall be deemed rejected pursuant to section 365 of the Bankruptcy Code." Exhibit II.D.6 lists "All collective bargaining agreements that had expired prior to confirmation to the extent that they purported to, or would be determined by applicable law to, provide continuing contractual benefits to employees or former employees of the City." Doc. No. 8045-10, p. 77. "Any Claims arising from the rejection of an Executory Contract or Unexpired Lease pursuant to the Plan shall be treated as Class 14 Claims (Other Unsecured Claims), subject to the provisions of section 502 of the Bankruptcy Code." Plan, Art. II.D.6.

39. Consequently, to the extent that there was a collective bargaining agreement which obligated the City to contribute to the Funds, it was rejected in the bankruptcy case.

40. As a result, through the issuance of the Notices and related collection efforts, the Funds have violated the discharge and injunction provisions in the Plan.

41. The discharge provision in the Plan provides:

² Plan, p. 46 (Doc. No. 8045, p. 53 of 82; Doc. No. 8272, p. 186 of 225).

Except as provided in the Plan or in the Confirmation Order, the rights afforded under the Plan and the treatment of Claims under the Plan will be in exchange for and in complete satisfaction, discharge and release of all Claims arising on or before the Effective Date. Except as provided in the Plan or in the Confirmation Order, Confirmation will, as of the Effective Date, discharge the City from all Claims or other debts that arose on or before the Effective Date, and all debts of the kind specified in section 502(g), 502(h) or 502(i) of the Bankruptcy Code, whether or not (i) proof of Claim based on such debt is Filed or deemed Filed pursuant to section 501 of the Bankruptcy Code, (ii) a Claim based on such debt is allowed pursuant to section 502 of the Bankruptcy Code or (ii) the Holder of a Claim based on such debt has accepted the Plan.

Plan, Art. III.D.4, at p.50.

42. Further, the Plan injunction set forth in Article III.D.5 provides in pertinent part:

Injunction

On the Effective Date, except as otherwise provided herein or in the Confirmation Order,

a. all Entities that have been, are or may be holders of Claims against the City...shall be permanently enjoined from taking any of the following actions against or affecting the City or its property...

1. commencing, conducting or continuing in any manner, directly or indirectly, any suit, action or other proceeding of any kind against or affect the City of its property...

5. proceeding in any manner in any place whatsoever that does not conform or comply with the provisions of the Plan or the settlements set forth herein to the extent such

settlements have been approved by the Bankruptcy Court in connection with Confirmation of the Plan; and

6. taking any actions to interfere with the implementation or consummation of the Plan.

Plan, Article III.D.5, at pp. 50-51 (emphasis supplied).

43. The Court also retained jurisdiction to enforce the Plan injunction and to resolve any suits that may arise in connection with the consummation, interpretation or enforcement of the Plan. Plan, Art. VII. F, G, I, at p.72.

44. Through the issuance of the Notices and related collection efforts, the Funds violated the discharge and injunction provisions in the Plan.

III. Conclusion

45. To the extent the Motion is opposed, the City reserves the right to seek discovery from the Unions and Funds.

46. The City thus respectfully requests that this Court enter an order, in substantially the same form as the one attached as Exhibit 1 enjoining the Funds from pursuing the claims set forth in the Notices and requiring the Funds to pay to the City all amounts that the City has paid under protest. The City sought, but did not obtain, concurrence to the relief requested in the Motion from the Funds.

Dated: August 28, 2020

MILLER, CANFIELD, PADDOCK AND
STONE, P.L.C.

By: /s/ Marc N. Swanson
Marc N. Swanson (P71149)
150 West Jefferson, Suite 2500
Detroit, Michigan 48226
Telephone: (313) 496-7591
Facsimile: (313) 496-8451
swansonm@millercanfield.com

Attorneys for the City of Detroit

**UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION**

In re:

City of Detroit, Michigan,
Debtor.

Bankruptcy Case No. 13-53846

Judge Thomas J. Tucker

Chapter 9

EXHIBIT LIST

Exhibit 1	Proposed Order
Exhibit 2	Notice of Opportunity to Object
Exhibit 3	None
Exhibit 4	Certificate of Service
Exhibit 5	None
Exhibit 6A	Sheet Metal Fund Notice
Exhibit 6B	City Request to Sheet Metal Dated April 23
Exhibit 6C	City Request to Sheet Metal/IBEW Dated May 27
Exhibit 6D	City Request to Sheet Metal Dated June 25
Exhibit 6E	City Letter to Sheet Metal Dated July 21
Exhibit 6F	IBEW Fund Notice
Exhibit 6G	City Request to IBEW Dated April 23
Exhibit 6H	City Request to IBEW Dated June 25
Exhibit 6I	City Request to IBEW Dated July 21

Exhibit 6J	Regional Water Supply System Lease between the City and Authority
Exhibit 6K	Regional Sewage Disposal System Lease between the City and Authority
Exhibit 6L	Payments under Protest
Exhibit 6M	City of Detroit Payment Schedule for Sheet Metal
Exhibit 6N	City of Detroit Payment Schedule for IBEW

EXHIBIT 1 – PROPOSED ORDER

**UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION**

In re:

City of Detroit, Michigan,

Debtor.

Bankruptcy Case No. 13-53846

Judge Thomas J. Tucker

Chapter 9

**ORDER GRANTING CITY OF DETROIT’S MOTION TO ENFORCE
CONFIRMATION ORDER AGAINST THE SHEET METAL WORKERS’
LOCAL UNION NO. 80 PENSION TRUST FUND AND ELECTRICAL
WORKERS’ PENSION TRUST FUND OF LOCAL UNION #58, I.B.E.W.,
DETROIT MICHIGAN**

This matter, having come before the Court on the *Motion to Enforce the Confirmation Order Against the Sheet Metal Workers’ Local Union No. 80 Pension Trust Fund and Electrical Workers’ Pension Trust Fund of Local Union #58, I.B.E.W.* (“Motion”),³ upon proper notice and a hearing, the Court being fully advised in the premises, and there being good cause to grant the relief requested,

THE COURT ORDERS THAT:

1. The Motion is granted
2. The Funds are permanently enjoined from taking any of the action on the claims asserted in the Notices against or affecting the City or its property

³ Capitalized terms used but not otherwise defined in this Order shall have the meanings given to them in the Motion.

3. Within three days of the entry of this Order, the Electrical Workers' Union, Local 58 Pension Trust Fund shall pay to the City the amount of \$29,232.50 and the Sheet Metal Workers', Local 80 Pension shall pay to the City the amount of \$9,737. Each Fund shall refund any other amounts that the City pays to it under protest.

4. The Court shall retain jurisdiction over any and all matters arising from the interpretation or implementation of this Order.

EXHIBIT 2 – NOTICE

**UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION**

In re:

City of Detroit, Michigan,

Debtor.

Bankruptcy Case No. 13-53846

Judge Thomas J. Tucker

Chapter 9

**NOTICE OF OPPORTUNITY TO OBJECT TO CITY OF
DETROIT’S MOTION**

The City of Detroit has filed the *Motion to Enforce the Confirmation Order Against the Sheet Metal Workers’ Local Union No. 80 Pension Trust Fund and Electrical Workers’ Pension Trust Fund of Local Union #58, I.B.E.W., Detroit Michigan* (“Motion”).

Your rights may be affected. You should read these papers carefully and discuss them with your attorney.

If you do not want the Court to enter an Order granting the Motion, within 14 days, you or your attorney must:

1. File with the court a written response or an answer, explaining your position at:⁴

United States Bankruptcy Court
211 W. Fort St., Suite 1900
Detroit, Michigan 48226

If you mail your response to the court for filing, you must mail it early enough so that the court will **receive** it on or before the date stated above. You must also mail a copy to:

Miller, Canfield, Paddock & Stone, PLC
Attn: Marc N. Swanson
150 West Jefferson, Suite 2500
Detroit, Michigan 48226

2. If a response or answer is timely filed and served, the clerk will schedule a hearing on the motion and you will be served with a notice of the date, time, and location of that hearing.

If you or your attorney do not take these steps, the court may decide that you do not oppose the relief sought in the motion or objection and may enter an order granting that relief.

⁴ Response or answer must comply with F. R. Civ. P. 8(b), (c) and (e).

MILLER, CANFIELD, PADDOCK AND STONE, P.L.C.

By: /s/ Marc N. Swanson

Marc N. Swanson (P71149)
150 West Jefferson, Suite 2500
Detroit, Michigan 48226
Telephone: (313) 496-7591
Facsimile: (313) 496-8451
swansonm@millercanfield.com

Dated: August 28, 2020

EXHIBIT 3 – NONE

EXHIBIT 4 – CERTIFICATE OF SERVICE

**UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION**

In re:

City of Detroit, Michigan,

Debtor.

Bankruptcy Case No. 13-53846

Judge Thomas J. Tucker

Chapter 9

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on August 28, 2020, he served a copy of the foregoing *Motion to Enforce the Confirmation Order Against the Sheet Metal Workers' Local Union No. 80 Pension Trust Fund and Electrical Workers' Pension Trust Fund of Local Union #58, I.B.E.W., Detroit Michigan* upon the following parties by first class mail and, where an email address is listed, by email:

Funds:

Barbara A. Patek
Law Office of Barbara A. Patek PLC
27 E. Flint Street, Suite 2
Lake Orion, MI 48362
pateklaw@gmail.com

Joseph W. Uhl
Watkins, Pawlick, Calati & Prifti, PC
1423 E. 12 Mile Road
Madison Heights, MI 48071
juhl@wpcplaw.com

Sheet Metal Workers' Local Union No. 80
Fringe Benefit Funds
PO Box 1408

Troy, MI 48099-1408

Electrical Workers' Joint Boards of Trustee
PO Box 71337
Madison Heights, MI 48071-0337

Sheet Metal Workers' Local Union No. 80:

Tim Mulligan
Business Manager
Sheet Metal Workers' Local Union No. 80
17100 W. Twelve Mile Road
Southfield, MI 48076-2115
tmulligan@smw80.org

Sheet Metal Workers Local Union 80 Fringe Benefit Funds
Sachs Waldman Professional Corporation
1423 E. 12 Mile Rd.
Madison Heights, MI 48071
epatterson@sachswaldman.com

IBEW Local Union #58:

Brian D. Richard
Business Manager/Financial Secretary
IBEW Local Union #58
1358 Abbott Street
Detroit, MI 48226
ibew58@ibewlocal58.org

Electrical Workers Fringe Benefit Funds of Local #58, IBEW
c/o Dianne S. Ruhlandt, Esq.
Erman, Teicher, Zucker & Freedman, P.C.
28400 Northwestern Hwy Ste 200
Southfield, MI 48034-8348
druhlandt@ermanteicher.com

DATED: August 28, 2020

By: /s/ Marc N. Swanson

Marc N. Swanson (P71149)

150 West Jefferson, Suite 2500

Detroit, Michigan 48226

Telephone: (313) 496-7591

Facsimile: (313) 496-8451

swansonm@millercanfield.com

EXHIBIT 5 – NONE

Exhibit 6A - Sheet Metal Fund Notice



SHEET METAL WORKERS' LOCAL UNION NO. 80

FRINGE BENEFIT FUNDS

P.O. Box 1408 / Troy, MI 48099-1408 / (248) 641-4980 (800) 400-7710

March 25, 2020

John Naglick, Chief Deputy CFO / Finance Director
The City of Detroit
Coleman A. Young Municipal Center
2 Woodward Avenue Suite 642
Detroit, MI 48226

Certified Mail #: 70181130000226644458
Return Receipt Requested

**RE: THE CITY OF DETROIT
NOTICE OF ASSESSMENT OF EMPLOYER WITHDRAWAL LIABILITY
SHEET METAL WORKERS' LOCAL UNION NO. 80 PENSION TRUST FUND**

Dear Mr. Naglick:

The City of Detroit has been determined to have completely withdrawn from the Sheet Metal Workers' Local Union No. 80 Pension Trust Fund ("Fund") pursuant to ERISA Section 4203.

The Fund's actuary has determined the City of Detroit's employer withdrawal liability to be \$123,614 (after application of the *de minimis* rule) and the Fund now demands payment with interest in fourteen (14) quarterly installment payments as follows:

- 13 quarterly payments in the amount of \$9,737 and
- 1 quarterly payment in the amount of \$8,565.

The Fund assumed no interest during the period between the first day of the plan year containing withdrawal and the due date of the first payment. Thereafter, interest was calculated using 7.5% (the interest rate from the most recent actuarial valuation performed for the Fund).

The City of Detroit's first installment payment of \$9,737 must be received no later than May 1, 2020. The next payment is due three (3) months from the City of Detroit's first payment, and at three-month (quarterly) intervals thereafter. The City of Detroit may pre-pay any or all of its employer withdrawal liability assessment and the Fund will calculate and advise the City of Detroit of its reduced interest amount.

The City of Detroit shall remit its payments by check payable to "Sheet Metal Workers' Local Union No. 80 Pension Trust Fund" and mail those payments to Hope L. Calati, Esq., 1423 Twelve Mile Rd., Madison Heights, MI 48071. Otherwise, if the City of Detroit would like to make its payments by electronic transfer, contact me.

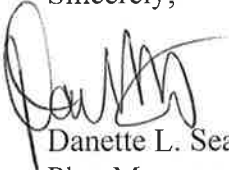
The City of Detroit is obligated to pay regardless of any request for review or arbitration. If payment is not received by the due date, the City of Detroit will be charged interest for the late payment from the date the payment is due until it is received, in accordance with 29 CFR § 4219.32.

If the City of Detroit disagrees with the Fund's determination, the City of Detroit must seek review of any specific matter relating to the determination of liability and/or the schedule of payments no later than 90 days after receipt of this Notice. After its review, the Board of Trustees will notify you of its decision, the basis for the decision, and the reason for any change in the initial determination, if any. The effective date of any revised assessment, however, will relate back to the date the City of Detroit received this assessment.

ERISA mandates that disputes regarding withdrawal liability be arbitrated. Arbitration must be initiated within 60 days after the earlier of (1) the Board of Trustees decision on review, or (2) 120 days after you seek review. The Board of Trustees has adopted the Multiemployer Pension Plan Arbitration Rule for Withdrawal Liability Disputes of the American Arbitration Association and any arbitration proceedings regarding this matter shall be conducted in accordance with those rules.

If you have any questions regarding the above, I suggest you contact your attorney.

Sincerely,



Danette L. Sears
Plan Manager

cc: Hope L. Calati, Esq.
Angela L. Jeffries, EA, MAAA, Consulting Actuary
June Adams, Chief of Staff, City of Detroit, adamj@detroitmi.gov

Exhibit 6B - City Request to Sheet Metal Dated April 23

Schwartz, Brian M.

From: Joseph Uhl <juhl@wpcplaw.com>
Sent: Thursday, May 21, 2020 10:25 AM
To: Jason Mcfarlane
Cc: Hope Calati; Joseph Pawlick
Subject: [EXTERNAL] City of Detroit Notice of Assessment of Withdrawal Liability - SMPF80
Attachments: City of Detroit - SMPF 80 letter transmitting documents.pdf; 2014 Construction Plan.pdf; 2014 Construction Plan - 1st Am (signed).pdf; 2014 Construction Plan - 2nd Am (signed).pdf; 2014 Construction Plan - 3rd Am (signed).pdf; 2014 Construction Plan - 4th Am (signed).pdf; 2014 Construction Plan - 5th Am (signed).pdf; 2014 Construction Plan - 6th Am (signed).pdf; 2014 Construction Plan - 7th Am (signed).pdf; 2014 Construction Plan - 8th Am (signed).pdf; 2014 Construction Plan - 9th Am (signed).pdf; City of Detroit Payment Schedule SMPF80.pdf; EE info City of Detroit SM80_Redacted.pdf; Notice of Assessment (sent March 25).pdf

Mr. McFarlane,

Enclosed find a response letter to your April 23, 2020 email and the documents requested of Sheet Metal Workers Local No. 80 Pension Fund. If you have additional questions, please contact me. The response from the Electrical Workers' Pension Fund is forthcoming.

Sincerely,

Joseph W. Uhl
Watkins, Pawlick, Calati & Prifti PC
1423 E. Twelve Mile Road
Madison Heights, MI 48071
(248) 658-0799
juhl@wpcplaw.com

From: Jason Mcfarlane [<mailto:mcfaj@detroitmi.gov>]
Sent: Thursday, April 23, 2020 10:52 AM
To: Joseph Uhl
Cc: Charles Raimi; June Adams
Subject: Notice of Assessment of Withdrawal Liability

Good Morning,

I am in receipt of two letters sent to the City of Detroit regarding Notice of Assessment of Employer Withdrawal Liability Electrical Workers' Pension Trust Fund of Local Union #58 IBEW dated March 30, 2020 and IBEW #80 dated March 25, 2020.

It is my understanding that you represent the IBEW Pension Trust Fund and have had previous contact with the City of Detroit regarding a questionnaire related to this issue. If I am mistaken, please let me know.

The City of Detroit is requesting all relevant documents regarding the notice of assessment, including but not limited to: Pension Plan documents, any documents related to the determining the amount of the determined withdrawal liability, the names of the employees that were in the respective IBEW Locals above and all other relevant documents.

If you have any questions please contact me at 313-510-6417.

Respectfully Submitted,

Jason McFarlane
Assistant Corporation Counsel
City of Detroit Law Department
2 Woodward Avenue, Ste. 500
Detroit, Michigan 48226
313-237-0548

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ATTENTION: This email was sent from an external source. Please be extra cautious when opening attachments or clicking links.

Exhibit 6C - City Request to Sheet Metal/IBEW Dated May 27

[REDACTED]

From: Charles Raimi

Sent: Wednesday, May 27, 2020 1:40 PM

To: hcalati@wpcplaw.com; juhl@wpcplaw.com

Cc: June Adams <adamj@detroitmi.gov>; Jason Mcfarlane <mcfaj@detroitmi.gov>; Valerie Colbert <colbv@detroitmi.gov>; Denise Starr <starrd@detroitmi.gov>; John Naglick <naglickj@detroitmi.gov>

Subject: Claims against City of Detroit by Sheet Metal and IBEW

Counsel:

We have received your demands for payments and partial production of documents. The City has been unable to locate any historical files on these issues and we do not understand how this alleged liability arose, when, why, etc.

As you know, the City went through a bankruptcy proceeding and its budget – even before the COVID pandemic, was extremely tight. The pandemic has created severe financial hardship resulting in cessation of important services such as blight remediation, mass furloughs and reductions of hours and pay.

My fiduciary duty to the City requires that I fully understand this alleged liability of hundreds of thousands of dollars, how it arose and whether the City has defenses or other mitigation rights.

Accordingly, the City asks that you produce all available files and documents (including electronic documents or emails), in the custody or control of you or your clients, or other third party agents, relating in any way to (i) these unions/pension funds/employees past or current relationships to or dealings with the City, or (ii) the claims now being asserted against the City.

The City will pay reasonable copying charges.

Chuck Raimi
Deputy corporation counsel
313 237 5037

Exhibit 6D - City Request to Sheet Metal Dated June 25

Founded in 1852
by Sidney Davy Miller



BRIAN M. SCHWARTZ
TEL (313) 496-7551
FAX (313) 496-8451
E-MAIL schwartzb@millercanfield.com

Miller, Canfield, Paddock and Stone, P.L.C.
150 West Jefferson, Suite 2500
Detroit, Michigan 48226
TEL (313) 963-6420
FAX (313) 496-7500
www.millercanfield.com

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ILLINOIS
NEW YORK
OHIO
WASHINGTON, D.C.
CANADA
CHINA
MEXICO
POLAND
QATAR

June 25, 2020

SENT VIA CERTIFIED MAIL AND EMAIL

Joseph W. Uhl
Watkins, Pawlick, Calati & Prifti, PC
1423 E. 12 Mile Road
Madison Heights, MI 48071
juhl@wpcplaw.com

RE: **Request for Review** of March 25, 2020 Notice of Assessment of Employer Withdrawal Liability Sheet Metal Workers' Local Union No. 80 Pension Trust Fund to the City of Detroit

Dear Mr. Uhl:

On or about March 31, 2020, the City of Detroit ("City") received a Notice of Assessment of Employer Withdrawal Liability ("Notice") Sheet Metal Workers' Local Union No. 80 Pension Trust Fund (the "Fund"), dated March 25, 2020.

On April 23, 2020, the City requested "all relevant documents regarding the notice of assessment, including but not limited to: Pension Plan documents, any documents related to . . . determining the amount of the determined withdrawal liability, the names of the employees that were in the respective . . . Locals . . . and all other relevant documents" (the "Initial Request for Documents").

In response to the Initial Request for Documents, on May 21, 2020, the Fund produced the following:

- A copy of 2014 Restatement of the Sheet Metal Workers' Local Union No. 80 Pension Plan for Construction Employees with the First through Ninth Amendments (the "Plan");
- Withdrawal Liability Payment Schedule for City of Detroit, Allocation of Unfunded Vested Benefits for City of Detroit, and Summary of Actuarial Assumptions and Methods Used to Develop the May 31, 2015 Unfunded Vested Benefits; and
- Indication that the City of Detroit contributed to the Sheet Metal Workers Pension Fund on behalf of two employees (Jessie Barnes II and Corey Bouyer).

On May 27, 2020, the City requested that the Fund “produce all available files and documents (including electronic documents or emails), in the custody or control of [the Fund], or other third party agents, relating in any way to (i) these unions/pension funds/employees past or current relationships to or dealing with the City, or (ii) the claims now being asserted against the City.”

On June 22, 2020, the Fund refused to produce additional documents.

Pursuant to 29 U.S.C. §1399(b)(2)(A), the City submits this formal request for a complete review as to the Notice, as supplemented by the Fund’s May 21, 2020 and June 22, 2020 correspondence (the “Request for Review”).

The Fund alleges that the City withdrew from the Fund around 2015, but it failed to notify the City of the alleged associated withdrawal liability until 2020. 29 U.S.C. §1399(b)(1) obligates the Fund to notify the City as soon as practicable after a complete or partial withdrawal of the amount of the alleged liability, a schedule of liability payments, and a demand for payment in accordance with the schedule. Given that the City allegedly withdrew from the Fund in 2015, the Fund’s notification to the City was untimely. Alternatively, equitable estoppel and laches prevent the Fund from seeking withdrawal liability payments.

As indicated in the City’s May 27, 2020 correspondence, the COVID-19 pandemic has prevented the City from being able to locate historic files, complete its own due diligence or engage an independent review of the situation. The lack of information provided by the Fund has further prohibited the City from determining whether the alleged withdrawal relates to the City’s Plan of Adjustment or bankruptcy.

As such, pursuant to this Request for Review, the City requests that the Fund provide the following documents and information to the City no later than July 2, 2020:

1. Review and confirm that a “withdrawal” has in fact occurred.
 - An employer has not withdrawn from a plan solely because it ceases to exist or contributory obligations are transferred to a successor employer. 29 U.S.C. §1398. The City requests that the Fund review and confirm what unit or department of the City the employees worked within, whether a successor employer now exists, and whether that successor employer makes contributions to the Fund.
2. Review and confirm the date of the alleged withdrawal.
 - The City cannot analyze the accuracy of the alleged withdrawal liability without knowing the specific date upon which the alleged withdrawal occurred and reviewing documentation from the Fund regarding the same. Upon request, a plan sponsor must furnish to the employer, without charge, general information necessary for the employer to compute its withdrawal liability. The City cannot accurately determine whether the Fund or its actuary made a significant error

without this information, which the Fund has withheld from the City. 29 U.S.C. §1401.

3. Review and confirm that the City is the responsible party with respect to the alleged withdrawal, taking into account successor employer and common control principles.
4. Review and ensure that any and all applicable exceptions, limits, and special rules (including but not limited to the construction industry exception and *de minimus* exception) have been applied to the alleged withdrawal liability calculation.
5. Review and confirm, based upon the determinations made in Items 1-4 above, that the actuarial assumptions utilized are accurate.
6. Review and confirm, based upon the determinations made in Items 1-4 above, that all other calculations of alleged liability are accurate.

In making this Request for Review, the City does not waive any arguments that may not be mentioned in this letter, including, without limitation, that the Fund's alleged claims were satisfied, discharged and released pursuant to the Order Confirming the City's Plan of Adjustment dated November 12, 2014, or other orders entered in bankruptcy case number 13-53846, pending in the Bankruptcy Court for the Eastern District of Michigan, and expressly reserves the right to make additional or different arguments to the Fund, an arbitrator, or to a court of law, as it may deem appropriate.

It should be further understood that at this time the City is unable to determine the validity of the numbers utilized in calculating the amount of the alleged withdrawal liability or in determining whether the alleged withdrawal has actually occurred. Consequently, the City reserves the right to subsequently challenge either or both assertions at such time as it, for example, obtains an independent review.

In conjunction with this Request for Review, the City requests a copy of the Fund's Employer Withdrawal Liability Policy (as in effect from 2013 to the present), as referenced in Section 12.4 of the Plan. Additionally, the City requests a copy of the underlying collective bargaining agreement which allegedly obligates the City to contribute to the Fund. These documents fall within the scope of the City's April 23, 2020 request, but have not yet been produced.

MILLER, CANFIELD, PADDOCK AND STONE, P.L.C.

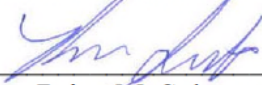
-4-

June 25, 2020

The City requests that the Board of Trustees reconsider its earlier decision regarding the City's alleged withdrawal liability.

Very truly yours,
Miller, Canfield, Paddock and Stone, P.L.C.

By



Brian M. Schwartz

cc: Charles Raimi (raimic@detroitmi.gov)
Marc N. Swanson (swansonm@millercanfield.com)
Samantha A. Kopacz (kopacz@millercanfield.com)

36095452.1\022765-00213

Exhibit 6E - City Letter to Sheet Metal Dated July 21

Founded in 1852
by Sidney Davy Miller



BRIAN M. SCHWARTZ
TEL (313) 496-7551
FAX (313) 496-8451
E-MAIL schwartzb@millercanfield.com

Miller, Canfield, Paddock and Stone, P.L.C.
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FAX (313) 496-7500
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July 21, 2020

SENT VIA CERTIFIED MAIL AND EMAIL

Tim Mulligan
Business Manager
IBEW Local Union #58
17100 W. Twelve Mile Road
Southfield, MI 48076-2115
tmulligan@smw80.org

RE: Request for Information - Sheet Metal Workers' Local Union No. 80 and
City of Detroit

Dear Mr. Mulligan:

On or about March 31, 2020, the City of Detroit ("City") received a Notice of Assessment of Employer Withdrawal Liability ("Notice") Sheet Metal Workers' Local Union No. 80 Pension Trust Fund (the "Fund"), dated March 25, 2020. The City has requested documents from the Fund that purport to establish that it has any obligation to contribute to the Fund, including copies of any collective bargaining agreement which allegedly obligates the City to contribute to the Fund. To date, the Fund has not been provided any such documents. Accordingly, I am requesting that the Sheet Metal Workers' Local Union No. 80 provide copies of any collective bargaining agreements with the City of Detroit covering the time period of January 1, 2006 to the present. The information requested will assist the City in determining its potential obligations toward Sheet Metal Workers' Local Union No. 80's current and former members. Electronic copies are preferable, or I can arrange for hard copies to be picked up.

Thank you very much for your prompt attention. If you have any questions, please do not hesitate to contact me at schwartzb@millercanfield.com or on my cell phone at 248-930-6088.

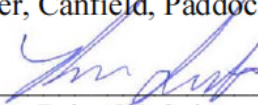
MILLER, CANFIELD, PADDOCK AND STONE, P.L.C.

-2-

July 21, 2020

Very truly yours,
Miller, Canfield, Paddock and Stone, P.L.C.

By



Brian M. Schwartz

cc: Joseph W. Uhl (juhl@wpcplaw.com)
Charles Raimi (raimic@detroitmi.gov)
Marc N. Swanson (swansonm@millercanfield.com)
Samantha A. Kopacz (kopacz@millercanfield.com)

36242061.1\022765-00213

Exhibit 6F - IBEW Fund Notice

ELECTRICAL WORKERS' JOINT BOARDS of TRUSTEES

Serving the Fringe Benefit Needs of the Electrical Industry

P.O. Box 71337

Madison Heights, Michigan 48071-0337

Phone (586) 575-9200

Fax (586) 575-9209

Website: www.ewjbt.org

March 30, 2020

John Naglick, Chief Deputy CFO / Finance Director
The City of Detroit
Coleman A. Young Municipal Center
2 Woodward Avenue Suite 642
Detroit, MI 48226

Certified Mail No. 7018 0680 0002 0811 3500
Return Receipt Requested

**RE: THE CITY OF DETROIT
NOTICE OF ASSESSMENT OF EMPLOYER WITHDRAWAL LIABILITY
ELECTRICAL WORKERS' PENSION TRUST FUND OF LOCAL UNION #58,
I.B.E.W., DETROIT, MICHIGAN**

Dear Mr. Naglick,

The City of Detroit has been determined to have completely withdrawn from the Electrical Workers' Pension Trust Fund of Local Union #58, I.B.E.W., Detroit, Michigan ("Fund") pursuant to ERISA Section 4203.

The Fund's actuary has determined the City of Detroit's employer withdrawal liability to be \$167,555 (after application of the *de minimis* rule) and the Fund now demands payment with interest in six (6) quarterly installment payments as follows:

- 5 quarterly payments in the amount of \$29,232.50 and
- 1 quarterly payment in the amount of \$25,189.50.

The Fund assumed no interest during the period between the first day of the plan year containing withdrawal and the due date of the first payment. Thereafter, interest was calculated using 7.5% (the interest rate from the most recent actuarial valuation performed for the Fund).

The City of Detroit's first installment payment of \$29,232.50 must be received no later than June 1, 2020. The next payment is due three (3) months from the City of Detroit's first payment, and at three-month (quarterly) intervals thereafter. The City of Detroit may pre-pay any or all of its employer withdrawal liability assessment and the Fund will calculate and advise the City of Detroit of its reduced interest amount.

The City of Detroit's shall remit its payments by check payable to "Electrical Workers' Pension Trust Fund of Local Union #58, I.B.E.W., Detroit, Michigan" and mail those payments to Hope L. Calati, Esq., 1423 Twelve Mile Rd., Madison Heights, MI 48071. Otherwise, if the City of Detroit would like to make its payments by electronic transfer, contact me.

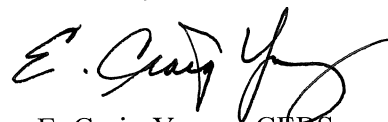
The City of Detroit is obligated to pay regardless of any request for review or arbitration. If payment is not received by the due date, the City of Detroit will be charged interest for the late payment from the date the payment is due until it is received, in accordance with 29 CFR § 4219.32.

If the City of Detroit disagrees with the Fund's determination, the City of Detroit must seek review of any specific matter relating to the determination of liability and/or the schedule of payments no later than 90 days after receipt of this Notice. After its review, the Board of Trustees will notify you of its decision, the basis for the decision, and the reason for any change in the initial determination, if any. The effective date of any revised assessment, however, will relate back to the date the City of Detroit received this assessment.

ERISA mandates that disputes regarding withdrawal liability be arbitrated. Arbitration must be initiated within 60 days after the earlier of (1) the Board of Trustees decision on review, or (2) 120 days after you seek review. The Board of Trustees has adopted the Multiemployer Pension Plan Arbitration Rule for Withdrawal Liability Disputes of the American Arbitration Association and any arbitration proceedings regarding this matter shall be conducted in accordance with those rules.

If you have any questions regarding the above, I suggest you contact your attorney.

Sincerely,



E. Craig Young, CEBS

cc: Board of Trustees
Hope L. Calati, Esq.
Paul Bullock, ASA, EA, MAAA, Consulting Actuary
June Adams, Chief of Staff, City of Detroit, adamj@detroitmi.gov

Exhibit 6G - City Request to IBEW Dated April 23

Schwartz, Brian M.

From: Joseph Uhl <juhl@wpcplaw.com>
Sent: Thursday, May 21, 2020 10:53 AM
To: Jason Mcfarlane
Cc: Hope Calati; Joseph Pawlick
Subject: [EXTERNAL] City of Detroit Notice of Assessment of Withdrawal Liability - EWPF
Attachments: 2015 Plan(signed).pdf; 2015 Plan - 1st Am.(signed).pdf; City of Detroit - EWPF letter transmitting documents.pdf; City of Detroit Payment Schedule EWPF.pdf; EE info City of Detroit EWPF_Redacted .pdf; Notice of Assessment (mailed).pdf

Mr. McFarlane,

Enclosed find a response letter to your April 23, 2020 email and the documents requested of the Electrical Workers' Pension Trust Fund of Local Union #58, I.B.E.W., Detroit, Michigan. If you have additional questions, please contact me. The response from the Sheet Metal Workers' Pension Fund was sent earlier today.

Sincerely,

Joseph W. Uhl
Watkins, Pawlick, Calati & Prifti PC
1423 E. Twelve Mile Road
Madison Heights, MI 48071
(248) 658-0799
juhl@wpcplaw.com

From: Jason Mcfarlane [<mailto:mcfaj@detroitmi.gov>]
Sent: Thursday, April 23, 2020 10:52 AM
To: Joseph Uhl
Cc: Charles Raimi; June Adams
Subject: Notice of Assessment of Withdrawal Liability

Good Morning,

I am in receipt of two letters sent to the City of Detroit regarding Notice of Assessment of Employer Withdrawal Liability Electrical Workers' Pension Trust Fund of Local Union #58 IBEW dated March 30, 2020 and IBEW #80 dated March 25, 2020.

It is my understanding that you represent the IBEW Pension Trust Fund and have had previous contact with the City of Detroit regarding a questionnaire related to this issue. If I am mistaken, please let me know.

The City of Detroit is requesting all relevant documents regarding the notice of assessment, including but not limited to: Pension Plan documents, any documents related to the determining the amount of the determined withdrawal liability, the names of the employees that were in the respective IBEW Locals above and all other relevant documents.

If you have any questions please contact me at 313-510-6417.

Respectfully Submitted,

Jason McFarlane
Assistant Corporation Counsel
City of Detroit Law Department
2 Woodward Avenue, Ste. 500
Detroit, Michigan 48226
313-237-0548

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Exhibit 6H - City Request to IBEW Dated June 25

Founded in 1852
by Sidney Davy Miller



BRIAN M. SCHWARTZ
TEL (313) 496-7551
FAX (313) 496-8451
E-MAIL schwartzb@millercanfield.com

Miller, Canfield, Paddock and Stone, P.L.C.
150 West Jefferson, Suite 2500
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TEL (313) 963-6420
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www.millercanfield.com

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QATAR

June 25, 2020

SENT VIA CERTIFIED MAIL AND EMAIL

Joseph W. Uhl
Watkins, Pawlick, Calati & Prifti, PC
1423 E. 12 Mile Road
Madison Heights, MI 48071
juhl@wpcplaw.com

RE: **Request for Review** of March 30, 2020 Notice of Assessment of Employer Withdrawal Liability Electrical Workers' Pension Trust Fund of Local Union #58, I.B.E.W., Detroit Michigan to the City of Detroit

Dear Mr. Uhl:

On or about April 7, 2020, the City of Detroit ("City") received a Notice of Assessment of Employer Withdrawal Liability ("Notice") Electrical Workers' Pension Trust Fund of Local Union #58, I.B.E.W., Detroit Michigan (the "Fund"), dated March 30, 2020.

On April 23, 2020, the City requested "all relevant documents regarding the notice of assessment, including but not limited to: Pension Plan documents, any documents related to . . . determining the amount of the determined withdrawal liability, the names of the employees that were in the respective . . . Locals . . . and all other relevant documents" (the "Initial Request for Documents").

In response to the Initial Request for Documents, on May 21, 2020, the Fund produced the following:

- A copy of Pension Plan (As Restated as of January 1, 2015) of the Electrical Workers' Pension Trust Fund of Local Union #58, I.B.E.W., Detroit, Michigan with the First Amendment (the "Plan");
- Withdrawal Liability Payment Schedule for City of Detroit, Allocation of Unfunded Vested Benefits for City of Detroit, and Summary of Actuarial Assumptions and Methods Used to Develop the December 31, 2015 Unfunded Vested Benefits; and
- Indication that the City of Detroit contributed to the Fund on behalf of several employees (Frank P. Bak, Jr., Robert Bowness, Robert Carpinelli, Reginald Frost, Glenn Goff, Andre L. Hayes, Louis M. Jones, Brad Kelso, Jerome T. Kissick, Peter

Lazowski, Ricardo A. Morales, James D. Nieman, Michael E. Perrera, Russell H. Rader, Robert B. Reschke, Robert L. Rivers, Sheryl Smith, Eunice D. Thomas, Theodore Toodle Jr., Anthony Virgona Jr., and Randolph H. Young).

On May 27, 2020, the City requested that the Fund “produce all available files and documents (including electronic documents or emails), in the custody or control of [the Fund], or other third party agents, relating in any way to (i) these unions/pension funds/employees past or current relationships to or dealing with the City, or (ii) the claims now being asserted against the City.”

On June 22, 2020, the Fund refused to produce additional documents.

Pursuant to 29 U.S.C. §1399(b)(2)(A), the City submits this formal request for a complete review as to the Notice, as supplemented by the Fund’s May 21, 2020 and June 22, 2020 correspondence (the “Request for Review”).

The Fund alleges that the City withdrew from the Fund around 2015, but it failed to notify the City of the alleged associated withdrawal liability until 2020. 29 U.S.C. §1399(b)(1) obligates the Fund to notify the City as soon as practicable after a complete or partial withdrawal of the amount of the alleged liability, a schedule of liability payments, and a demand for payment in accordance with the schedule. Given that the City allegedly withdrew from the Fund in 2015, the Fund’s notification to the City was untimely. Alternatively, equitable estoppel and laches prevent the Fund from seeking withdrawal liability payments.

As indicated in the City’s May 27, 2020 correspondence, the COVID-19 pandemic has prevented the City from being able to locate historic files, complete its own due diligence or engage an independent review of the situation. The lack of information provided by the Fund has further prohibited the City from determining whether the alleged withdrawal relates to the City’s Plan of Adjustment or bankruptcy.

As such, pursuant to this Request for Review, the City requests that the Fund provide the following documents and information to the City no later than July 2, 2020:

1. Review and confirm that a “withdrawal” has in fact occurred.
 - An employer has not withdrawn from a plan solely because it ceases to exist or contributory obligations are transferred to a successor employer. 29 U.S.C. §1398. The City requests that the Fund review and confirm what unit or department of the City the employees worked within, whether a successor employer now exists, and whether that successor employer makes contributions to the Fund.
2. Review and confirm the date of the alleged withdrawal.
 - The City cannot analyze the accuracy of the alleged withdrawal liability without knowing the specific date upon which the alleged withdrawal occurred and

reviewing documentation from the Fund regarding the same. Upon request, a plan sponsor must furnish to the employer, without charge, general information necessary for the employer to compute its withdrawal liability. The City cannot accurately determine whether the Fund or its actuary made a significant error without this information, which the Fund has withheld from the City. 29 U.S.C. §1401.

3. Review and confirm that the City is the responsible party with respect to the alleged withdrawal, taking into account successor employer and common control principles.
4. Review and ensure that any and all applicable exceptions, limits, and special rules (including but not limited to the construction industry exception and *de minimus* exception) have been applied to the alleged withdrawal liability calculation.
5. Review and confirm, based upon the determinations made in Items 1-4 above, that the actuarial assumptions utilized are accurate.
6. Review and confirm, based upon the determinations made in Items 1-4 above, that all other calculations of alleged liability are accurate.

In making this Request for Review, the City does not waive any arguments that may not be mentioned in this letter, including, without limitation, that the Fund's alleged claims were satisfied, discharged and released pursuant to the Order Confirming the City's Plan of Adjustment dated November 12, 2014, or other orders entered in bankruptcy case number 13-53846, pending in the Bankruptcy Court for the Eastern District of Michigan, and expressly reserves the right to make additional or different arguments to the Fund, an arbitrator, or to a court of law, as it may deem appropriate.

It should be further understood that at this time the City is unable to determine the validity of the numbers utilized in calculating the amount of the alleged withdrawal liability or in determining whether the alleged withdrawal has actually occurred. Consequently, the City reserves the right to subsequently challenge either or both assertions at such time as it, for example, obtains an independent review.

In conjunction with this Request for Review, the City requests a copy of the Fund's Employer Withdrawal Liability Policy (as in effect from 2013 to the present), as referenced in Section 12.4 of the Plan. Additionally, the City requests a copy of the underlying collective bargaining agreement which allegedly obligates the City to contribute to the Fund. These documents fall within the scope of the City's April 23, 2020 request, but have not yet been produced.

MILLER, CANFIELD, PADDOCK AND STONE, P.L.C.

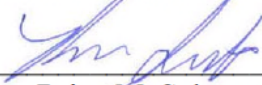
-4-

June 25, 2020

The City requests that the Board of Trustees reconsider its earlier decision regarding the City's alleged withdrawal liability.

Very truly yours,
Miller, Canfield, Paddock and Stone, P.L.C.

By



Brian M. Schwartz

cc: Charles Raimi (raimic@detroitmi.gov)
Marc N. Swanson (swansonm@millercanfield.com)
Samantha A. Kopacz (kopacz@millercanfield.com)

36095581.1\022765-00213

Exhibit 6I - City Request to IBEW Dated July 21

Founded in 1852
by Sidney Davy Miller



BRIAN M. SCHWARTZ
TEL (313) 496-7551
FAX (313) 496-8451
E-MAIL schwartzb@millercanfield.com

Miller, Canfield, Paddock and Stone, P.L.C.
150 West Jefferson, Suite 2500
Detroit, Michigan 48226
TEL (313) 963-6420
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www.millercanfield.com

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QATAR

July 21, 2020

SENT VIA CERTIFIED MAIL AND EMAIL

Brian D. Richard
Business Manager/Financial Secretary
IBEW Local Union #58
1358 Abbott Street
Detroit, MI 48226
ibew58@ibewlocal58.org

RE: Request for Information - Local Union #58, I.B.E.W. and City of Detroit

Dear Mr. Richard:

On or about April 7, 2020, the City of Detroit ("City") received a Notice of Assessment of Employer Withdrawal Liability ("Notice") Electrical Workers' Pension Trust Fund of Local Union #58, I.B.E.W., Detroit Michigan (the "Fund"), dated March 30, 2020. The City has requested documents from the Fund that purport to establish that it has any obligation to contribute to the Fund, including copies of any collective bargaining agreement which allegedly obligates the City to contribute to the Fund. To date, the Fund has not been provided any such documents. Accordingly, I am requesting that the IBEW Local Union #58 provide copies of any collective bargaining agreements with the City of Detroit covering the time period of January 1, 2006 to the present. The information requested will assist the City in determining its potential obligations toward IBEW Local Union #58's current and former members. Electronic copies are preferable, or I can arrange for hard copies to be picked up.

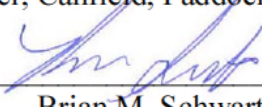
Thank you very much for your prompt attention. If you have any questions, please do not hesitate to contact me at schwartzb@millercanfield.com or on my cell phone at 248-930-6088.

MILLER, CANFIELD, PADDOCK AND STONE, P.L.C.

-2-

July 21, 2020

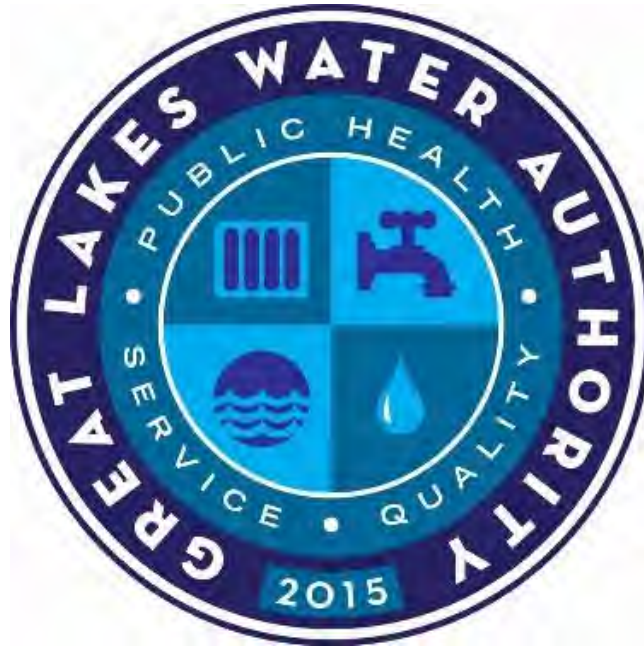
Very truly yours,
Miller, Canfield, Paddock and Stone, P.L.C.

By _____
Brian M. Schwartz

cc: Joseph W. Uhl (juhl@wpcplaw.com)
Charles Raimi (raimic@detroitmi.gov)
Marc N. Swanson (swansonm@millercanfield.com)
Samantha A. Kopacz (kopacz@millercanfield.com)

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Exhibit 6J - Regional Water Supply System Lease
between the City and Authority



REGIONAL WATER SUPPLY SYSTEM LEASE

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 bifurcation 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: Mi E Dr

Its: Mayor

GREAT LAKES WATER AUTHORITY

By: Robert J. Daddow

Its: Chairperson

And: Chris Mc

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-CITY	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 Station	Pump	STA 014	Permanent and temporary easements for the Emily Drain Drainage District, West Service Center Water Pumping	26018 Ford Road	Southfield	48075	Oakland
Water Station	Pump	STA 015	Michigan Avenue Water Pump STA & Reservoir,	3445 Barry	Wayne	48184	Wayne
Water Station	Pump	STA 016	West Chicago Water Pumping STA & Reservoir.	28720 W. Chicago	Livonia	48150	Wayne
Water Station	Pump	STA 017	Electric Avenue Water Pumping STA & Reservoir	1140 Montie Ave.	Lincoln Park	48146	Wayne
Water Station	Pump	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 Station	Pump	STA 020	Adams Road Pumping Station & Reservoir.	6201 Adams Road	Bloomfield Twp	48013	Oakland
Water Station	Pump	STA 021	Newburgh Water Pumping Station	36363 W. Eight Mile Road	Livonia	48152	Wayne
Water Station	Pump	STA 022	Franklin Water Pumping STA & Reservoir. Roseville	7404 Inkster Road	Birmingham	48010	Oakland
Water Station	Pump	STA 023	Roseville Water Pump STA & Reservoir.	25375 Macomb	Roseville	48066	Macomb
Water Station	Pump	STA 027	Imlay Water & Pumping Station & Reservoir.	430 Wheeling Imlay City	Imlay Twp.	48444	Lapeer
Water Station	Pump	STA 028	Joy Road Water Pump STA & Reservoir.	43127 Joy	Canton Twp.	481 87	Wayne
Water Station	Pump	STA 029	Rochester Water Pumping Station	2851 E. 24 Mile Road	Shelby Twp.	48063	Macomb
Water Station	Pump	STA 030	Schoolcraft Water Pumping Station Reservoir	30365 Schoolcraft	Livonia	48154	Wayne
Water Station	Pump	STA 031	Wick Water Pumping Station	32280 Wick	Romulus	48174	Wayne

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

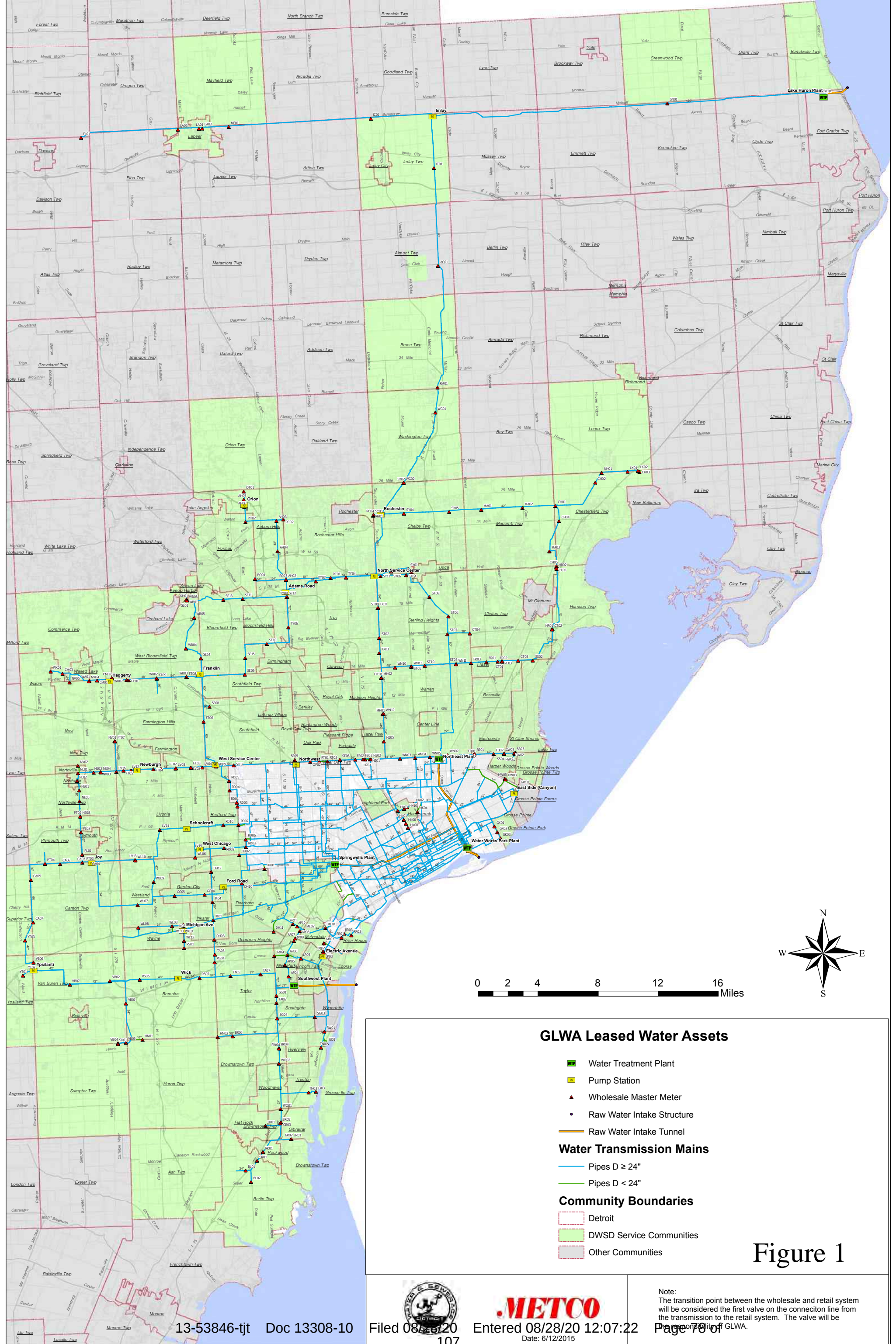
Water System Projects	WS-554 P-21	60' Easement for 36" main from owner to Macomb County who assigned nonexclusive interest in easement to DWSD.		Lenox Twp.		Macomb
Water System Projects	WS-554 P-22	60' Easement for 36" main from owner to Macomb County who assigned nonexclusive interest in easement to 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]



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

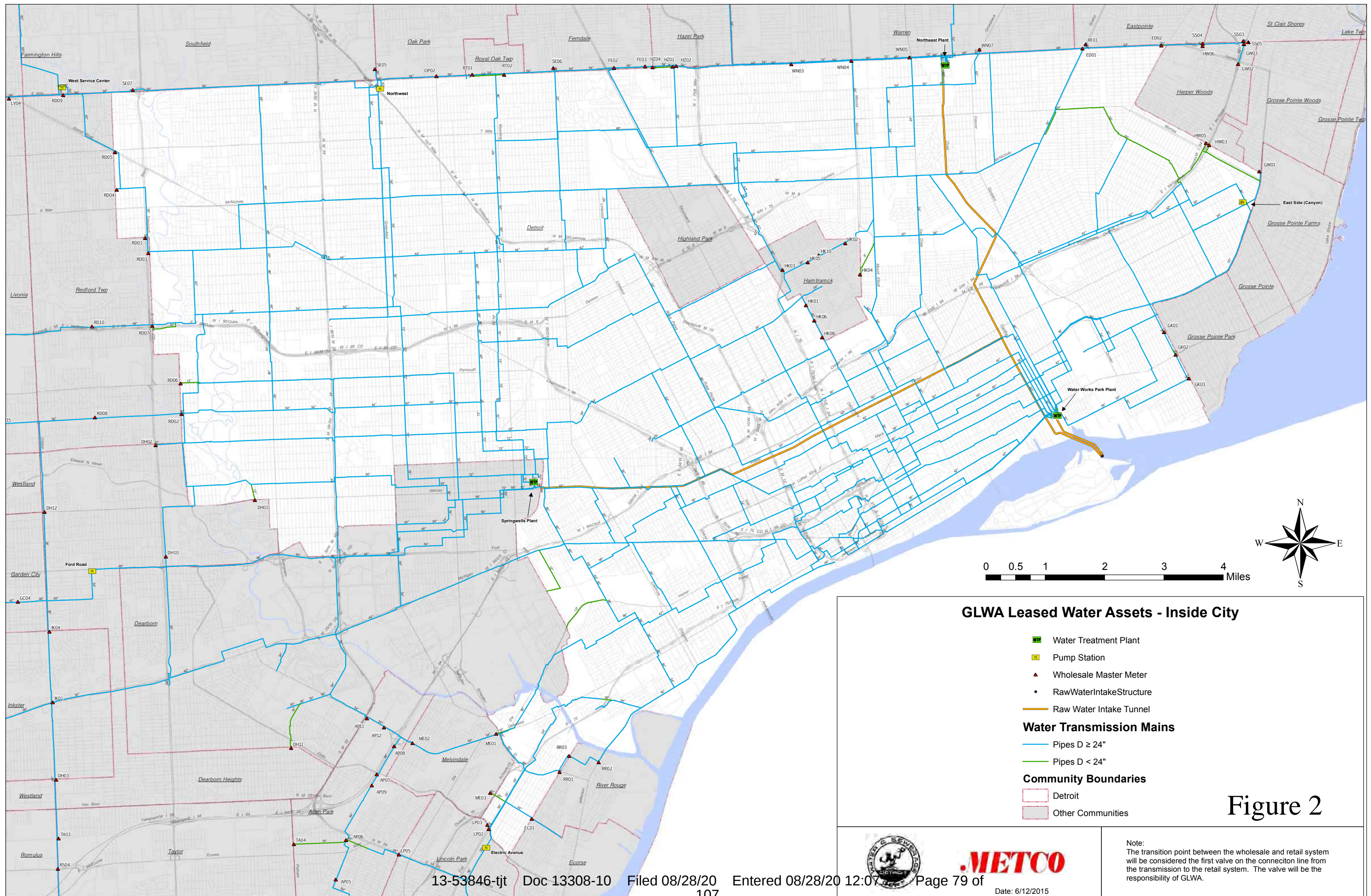
- Detroit
- DWSD Service Communities
- Other Communities

Figure 1



METCO

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.



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	HEDGE	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

A-45

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

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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	1FTBF3BTXBEB68697
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	1FTNE1EW0BDA01705
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

<u>Permit Number</u>	<u>Project Name</u>	<u>Issued Date</u>
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

<u>Contracts</u>	<u>Date of Contract</u>
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.

<u>CONTRACT #</u>	<u>VENDOR/SUPPLIER</u>
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. Merckerson, 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

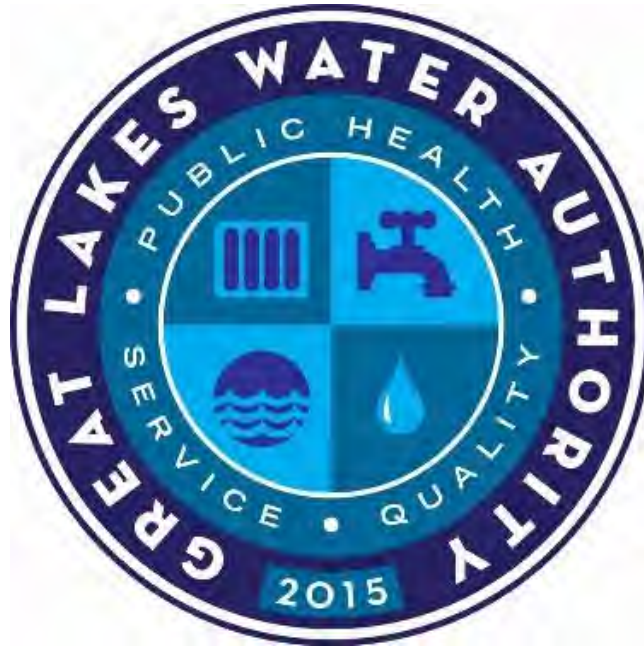
PARAGRAPH 24 OF BANKRUPTCY ORDER

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.

Troy 63818-1 1473421v11

**Exhibit 6K - Regional Sewage Disposal System Lease
between the City and Authority**



REGIONAL SEWAGE DISPOSAL SYSTEM LEASE

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 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 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	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' 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-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 sewer 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 sewer 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

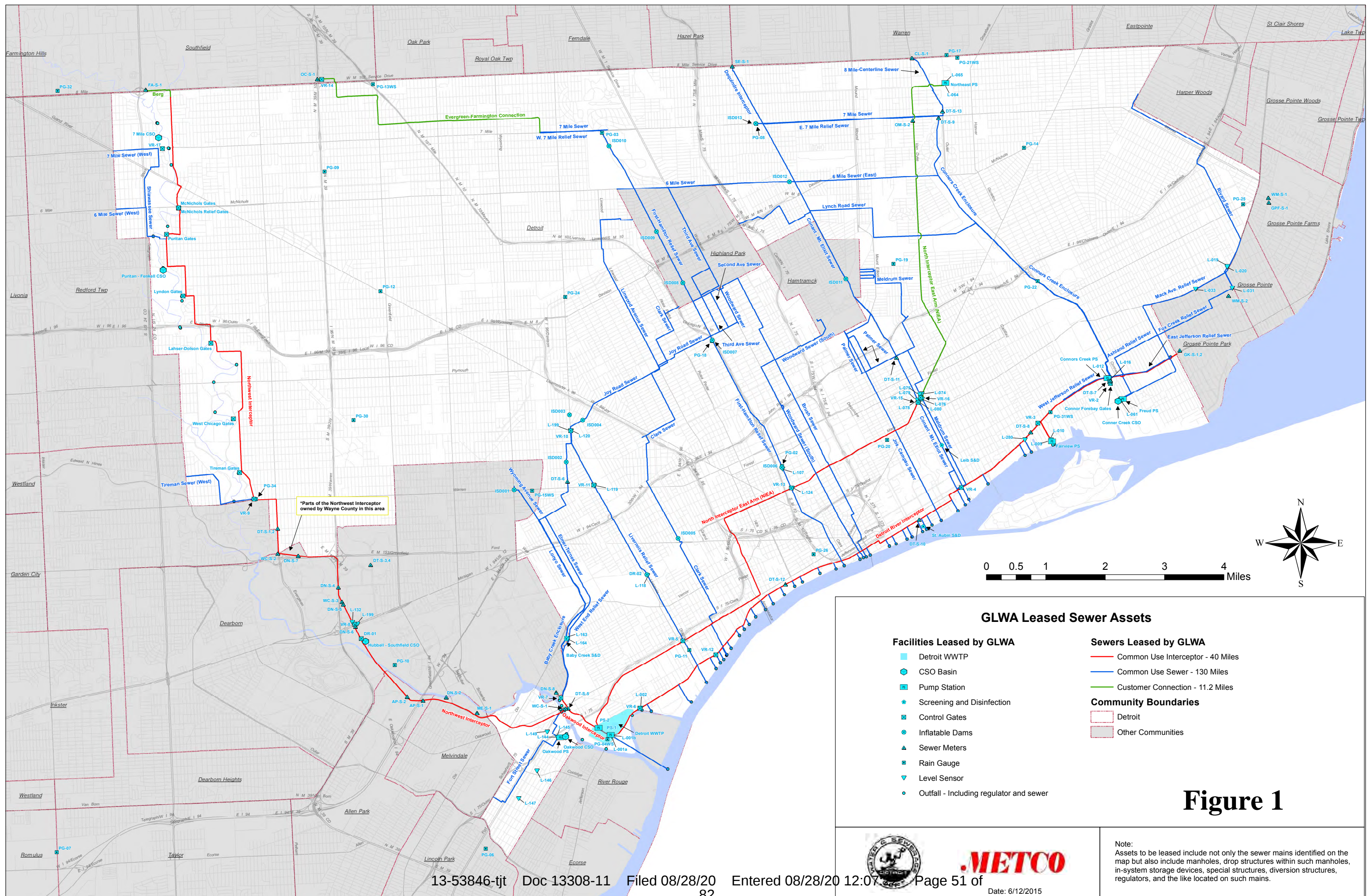
Pollution Control System	PCS-48 P-2	7.6' Easement for sewer repair by AWO. No formal agreement in file. City owned property.		Detroit		Wayne
Pollution Control System	PCS-48 P-3	7.5' Easement for sewer repair/replaced by AWO. Also see Job #83-4. Encroachment for garage.		Detroit		Wayne
Pollution Control 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]



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/SOUTHFI ELD
GE07804	2007	STIHL	BR-420 C-Z KAT	BLOWER	BACK PACK	HUBBELL/SOUTHFI ELD
CE06755	2006	DIXIE CHOPPER	50590	MOWER	RIDING	HUBBELL/SOUTHFI ELD
GE07843	2007	JOHN DEERE	JS-63 / 3 SPEED	MOWER	PUSH	HUBBELL/SOUTHFI ELD
CE04180	2004	BOBCAT	S-150	SKID STEER	LOADER	HUBBELL/SOUTHFI ELD
CE96182	1996	CASE	1835 C	SKID STEER	LOADER	HUBBELL/SOUTHFI ELD
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 & STRATTO N	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	INGERSO L RAND	P185WJD	AIR COMPRESS OR	TRAILER	WWTP
N/A	N/A	STIHL	TS700	CHOPSAW	GAS	WWTP
N/A	N/A	DEWALT	D55168	COMPRESS OR	AIR	WWTP
899861	1998	FRGHTLN ER	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	PROFORC E	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	ALLMAN D	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	ALLMAN D	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	HOMELITE	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	GRAVOGRAPH	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	CYCLOBLAST	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	ALLMAN D	2220 / SE	ARROW BOARD	TOWED	NORTH
CE14216	2014	AIRMAN	PDS-185S-5C2	COMPRESSOR	TOWED	NORTH
CE13057	N/A	HONDA	EB4000X	GENERATOR	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	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	VACUUM	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	1FTNE1EW0BDA01705
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	1FVXJBB5WH925131

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

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

<u>Contracts</u>	<u>Date of Contract</u>
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

<u>Related Contracts</u>	<u>Date of Contract</u>
City of Grosse Pointe Farms	05/2004
MOU re Sewage Meter Installation	
Charter Township of Northville	03/18/2004
Agreement re Transfer of Rouge Valley Capacity	
Oakland County Evergreen Farmington	12/30/1958
Agreement for Use of Certain Detroit Sewers	
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	

<u>Wastewater Discharge Ordinance Delegation Agreements</u>	<u>Date of Agreement</u>
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.

<u>CONTRACT #</u>	<u>VENDOR/SUPPLIER</u>
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

Exhibit 6L - Payments under Protest



LAW DEPARTMENT

Coleman A. Young Municipal Center
2 Woodward Avenue, Suite 500
Detroit, Michigan 48226-3437

Phone 313•224•4550
Fax 313•224•5505
www.detroitmi.gov

August 3, 2020

Hope I. Calati, Esq.
1423 Twelve Mile Rd.
Madison Heights, MI 48071

- RE: 1. Quarterly Payment by City of Detroit of alleged withdrawal liability to Workers Local Union No. 80 Pension Trust – Notice of Assessment dated March 25, 2020 – PAID UNDER PROTEST
2. Quarterly Payment by City of Detroit of alleged withdrawal liability to Electrical Workers' Pension Trust of Local Union #58, I.B.E.W., Detroit, Michigan – Notice of Assessment dated March 30, 2020 – PAID UNDER PROTEST

Dear Ms. Calati:

With regard to the above-entitled matters, enclosed please find:

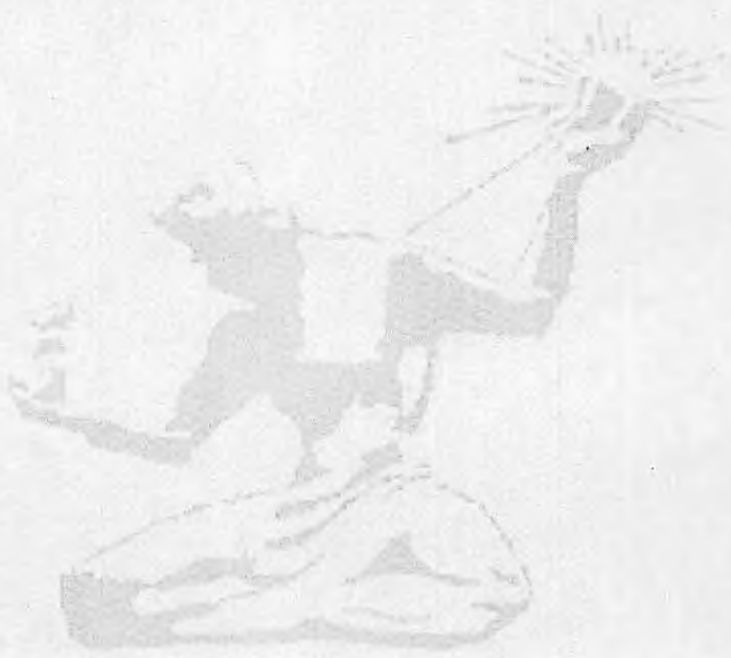
- 1) The first quarterly payment by the City of Detroit for alleged withdrawal liability in the amount of \$29,232.50 to the Electrical Workers' Union, Local 58 Pension Trust; and
- 2) The first quarterly payment by the City of Detroit for alleged withdrawal liability in the amount of \$9,737.00 to the Sheet Metal Workers', Local 80 Pension Trust.

Very truly yours,


Charles N. Raimi
Deputy Corporation Counsel
City of Detroit Law Department
raimic@detroitmi.gov
(313) 237-5037

INVOICE NUM	INVOICE DATE	DESCRIPTION	DISCOUNT	AMOUNT
31-JUL-20	01-JUN-20	LAW; Quarterly Payment #1; (Under Protest)	0.00	9,737.00

PAID UNDER PROTEST



NET TOTAL: 9,737.00

ATTENTION
 The City of Detroit Directive requires all suppliers to be paid via electronic ACH.
 All future payments must be paid electronically.
 Please contact Accounts Payable at apinvoice@detroitmi.gov to secure the required ACH forms
 Please Note: Non-compliance may result in payment delays.
 Inquiry regarding Property Tax Returns please call 313-224-3560

REMOVE DOCUMENT ALONG THIS PERFORATION

THIS DOCUMENT IS PRINTED IN TWO COLORS. DO NOT ACCEPT UNLESS BLUE AND GREEN ARE PRESENT.

PAID UNDER PROTEST

CITY OF DETROIT

CHECK TYPE	ACCOUNTS PAYABLES	CHECK DATE	CHECK NUMBER	CHECK AMOUNT
PAY EXACTLY	Nine Thousand Seven Hundred Thirty-Seven Dollars And Zero Cents*****	07-31-2020	3489821	*****9,737.00
PAY TO THE ORDER OF:	SHEET METAL WORKERS LOCAL 80 HOLD FOR PAYROLL AUDIT DETROIT, MI, 48226 UNITED STATES	VOID UNLESS PRESENTED WITHIN 90 DAYS		

COMERICA BANK
Detroit, Michigan

C. McCallan
TREASURER

⑈3489821⑈ ⑆072000096⑆ 1852275682⑈

CITY OF DETROIT
 FINANCE DEPARTMENT
 ACCOUNTS PAYABLE, SUITE 644
 COLEMAN A. YOUNG MUNICIPAL CENTER
 2 WOODWARD
 DETROIT MI 48226

SHEET METAL WORKERS LOCAL 80
 HOLD FOR PAYROLL AUDIT

REMOVE SIDE EDGES FIRST
THEN FOLD AND TEAR THIS STUB ALONG PERFORATION

REMOVE THESE EDGES FIRST
FOLD, CREASE AND TEAR ALONG PERFORATION

REMOVE THESE EDGES FIRST
FOLD, CREASE AND TEAR ALONG PERFORATION

PAID UNDER PAOT 715

SECURE
DOCUMENT

DO NOT WRITE, STAMP OR ENDORSE BELOW THIS LINE
DO NOT REMOVE IF SECURE DOCUMENT IS DAMAGED
ENDORSE HERE

DO NOT WRITE, STAMP OR ENDORSE BELOW THIS LINE

1 The security features listed below are your first line of defense against counterfeiters. If you find any of these features missing, the document is not valid, secured inkjet printings.

Security Feature	Description
Colorful Inkjet Print	Printed in four colors (cyan, magenta, yellow, black) using a special inkjet process.
Watermark	A faint, large watermark of the number "1" is visible throughout the document.
Microprint	Small, repeating text patterns are visible along the edges of the document.
Security Thread	A thin, yellow thread is woven into the paper.
Fluorescent Ink	The ink used for the text and graphics glows under ultraviolet light.
Security Mark	A small, circular mark is located in the bottom right corner of the document.

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INVOICE NUM	INVOICE DATE	DESCRIPTION	DISCOUNT	AMOUNT
31-JUL-20	01-JUN-20	LAW; Quarterly Payment #1 (Paid Under Protest)	0.00	29,232.50

PAID UNDER PROTEST

NET TOTAL: 29,232.50

ATTENTION

The City of Detroit Directive requires all suppliers to be paid via electronic ACH.
 All future payments must be paid electronically.
 Please contact Accounts Payable at apinvoice@detroitmi.gov to secure the required ACH forms
 Please Note: Non-compliance may result in payment delays.
 Inquiry regarding Property Tax Returns please call 313-224-3560

REMOVE DOCUMENT ALONG THIS PERFORATION

THIS DOCUMENT IS PRINTED IN TWO COLORS. DO NOT ACCEPT UNLESS BLUE AND GREEN ARE PRESENT.

PAID UNDER PROTEST CITY OF DETROIT

CHECK TYPE	ACCOUNTS PAYABLES	CHECK DATE	CHECK NUMBER	CHECK AMOUNT
		07-31-2020	3489824	*****29,232.50
PAY EXACTLY	Twenty-Nine Thousand Two Hundred Thirty-Two Dollars And Fifty Cents*****			
PAY TO THE ORDER OF:	INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS LOCAL UNION #58 HOLD FOR PAYROLL AUDIT			
	DETROIT, MI, 48226 UNITED STATES			

VOID UNLESS PRESENTED WITHIN 90 DAYS

C. McCallan

TREASURER

COMERICA BANK
 Detroit, Michigan

⑈3489824⑈ ⑆072000096⑆ 1852275682⑈

CITY OF DETROIT
 FINANCE DEPARTMENT
 ACCOUNTS PAYABLE, SUITE 644
 COLEMAN A. YOUNG MUNICIPAL CENTER
 2 WOODWARD
 DETROIT MI 48226

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS LOCAL UNION #58
 HOLD FOR PAYROLL AUDIT

REMOVE SIDE EDGES FIRST
THEN FOLD AND TEAR THIS STUB ALONG PERFORATION

REMOVE THESE EDGES FIRST
FOLD, CREASE AND TEAR ALONG PERFORATION

REMOVE THESE EDGES FIRST
FOLD, CREASE AND TEAR ALONG PERFORATION

PAID UNDER PROTECT
SECURE DOCUMENT
DO NOT WRITE, STAMP OR ENDORSE BELOW THIS LINE
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The security features listed below, as well as those not listed, exceed industry guidelines.

Security Feature	Description
Colorful Ink	• Ink is visible in UV light
Watermark	• Visible when held up to light
Security Paper	• Made from 100% cotton
Microprint	• Tiny text around the perimeter of the document
Chemical Protection	• Resistant to acids, alkalis, and other chemicals
Security Features	• All features are visible to the naked eye

Exhibit 6M - City of Detroit Payment Schedule for Sheet Metal

SHEET METAL WORKERS LOCAL UNION NO. 80 PENSION PLAN
Withdrawal Liability Payment Schedule for #9330 City of Detroit
 United Actuarial Services, 3/2/2020

Valuation Interest Rate:
 Withdrawal Date:
 Withdrew in Plan Year Beginning in:

7.50%
 1/1/2016
 2015

1. Contributions/Units

Plan Year			
Beg.	Contributions	Units	3-yr. Avg.
2005	29,590.00	4,907.00	
2006	11,113.00	1,574.00	
2007	14,943.00	1,919.00	2,800.00
2008	14,524.00	1,948.00	1,813.67
2009	24,981.00	2,053.00	1,973.33
2010	16,397.00	1,488.00	1,829.67
2011	25,159.00	2,186.00	1,909.00
2012	26,375.00	2,118.00	1,930.67
2013	29,644.00	2,209.00	2,171.00
2014	27,772.00	2,026.00	2,117.67

2. Annual Payment Amount

- 1 Maximum 3-yr. average units during
 10 years preceding withdrawal 2,800 units
- 2 Maximum contribution rate during
 10 years ending with withdrawal \$ 13.91
- 3 Annual payment amount
 = (1) x (2) \$ 38,948

3. Calculated Payment Schedule

Assumes 7.50% interest (based on the valuation interest rate) with no interest charged until the first scheduled payment is due. The first payment will be due according to the schedule established by the Board of Trustees but cannot be later than 60 days following demand.

Year	Balance	Annual Payment of:		Total Annual Payment
		Principal	Interest	
1	\$ 123,614	\$ 32,598	\$ 6,350	\$ 38,948
2	\$ 91,016	\$ 35,043	\$ 3,905	\$ 38,948
3	\$ 55,973	\$ 37,671	\$ 1,277	\$ 38,948
4	\$ 18,302	\$ 18,302	\$ -	\$ 18,302
		\$ 123,614	\$ 11,532	\$ 135,146

4. Actual Payment Schedule

13 quarterly payments of: \$ 9,737.00
 1 quarterly payment of: \$ 8,565.00

Sheet Metal Workers No. 80 Pension Plan

Allocation of Unfunded Vested Benefits

Employer: CITY OF DETROIT
PYRLLAUDIT-GLEN HODGES
2 WOODWARD AVE #644
DETROIT MI 48226

Employer Number: 9330
Assumes Withdrawal in PYB: June 1, 2015

May 31,	Change in UVB	Reallocated UVB	Total Unamortized	Employer Contributions	Rolling 5- Year Sum	Aggregate Rolling 5	Allocated UVB
2000	14,353,741	39,516	3,596,338	11,481	11,481	47,463,896	870
2001	10,390,577	457,712	3,231,601	16,095	27,576	52,345,667	1,702
2002	27,899,081	424,119	9,891,914	24,334	51,910	57,092,571	8,994
2003	29,280,445	429,953	11,862,662	19,605	71,515	59,377,653	14,288
2004	4,286,203	1,483,542	2,522,208	23,964	95,479	59,965,635	4,016
2005	-3,820,120	143,308	-1,845,571	17,425	101,423	62,622,157	-2,989
2006	6,979,000	1,010,040	4,343,470	29,590	114,918	62,845,616	7,942
2007	7,036,910	451,063	4,470,231	11,113	101,697	63,873,676	7,117
2008	11,864,910	1,365,211	8,531,319	14,943	97,035	67,453,017	12,273
2009	93,375,145	1,284,681	66,197,645	14,524	87,595	65,208,331	88,924
2010	-34,513,239	8,707,604	-19,789,606	24,981	95,151	58,773,444	-32,038
2011	-7,283,529	1,588,862	-4,635,177	16,397	81,958	59,328,568	-6,403
2012	-17,436,870	1,606,655	-13,536,016	25,159	96,004	61,289,850	-21,203
2013	7,963,450	796,236	7,843,906	26,375	107,436	62,510,947	13,481
2014	3,443,713	8,004,837	10,475,880	29,644	122,556	64,827,873	19,804
2015	11,367,688	416,506	11,763,369	27,772	125,347	73,618,968	20,029

Sheet Metal Workers No. 80 Pension Plan
Allocation of Unfunded Vested Benefits

Total Allocated UVB: \$	136,807
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Less De Minimis Adj: \$	13,193
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Final Allocation: \$	123,614
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This estimate of withdrawal liability is based on the latest data available. However, in the event that the data used to prepare this estimate was incomplete or changes, the Plan reserves the right to update this calculation. This estimate is a "good-faith" estimate and not a warranty or guarantee that the company's actual withdrawal liability will not be different in the event withdrawal liability is assessed under the Plan.

SUMMARY OF ACTUARIAL ASSUMPTIONS AND METHODS

UVB valuation date	May 31, 2015
UVB interest rate	7.50%
UVB asset valuation method	Actuarial value as described in Appendix B of our June 1, 2015 actuarial valuation report
UVB data used	Plan year contributions based on date worked adjusted for known, uncollected delinquencies
Allocation method	Presumptive
De minimis reduction	<p>The smaller of:</p> <ol style="list-style-type: none"> 1. $\frac{3}{4}$ of 1% of the UVB, or 2. \$50,000 <p>reduced by the excess of the initial allocation over \$100,000, but not less than zero</p>
“Free look” rule	Not adopted
Most recent fresh start	May 31, 1999
Reallocation rule	Liabilities are reallocated after one year of zero contributions if no additional information is available. Reallocated liabilities for prior years are typically not adjusted to reflect updated information or data.
Handling of returning employers	If an employer that had previously ceased contributions recommences within 5 years, the new history is combined with the old, regardless of whether or not the employer’s liability had previously been reallocated
Plan of benefits valued for UVB	Benefits as described in Appendix A of our June 1, 2015 actuarial valuation report in effect as of the UVB valuation date increased for any accrued PPA “adjustable benefits” that have been reduced, if any
Other assumptions and methods not addressed above	As described in Appendix B of our June 1, 2015 actuarial valuation report

Exhibit 6N - City of Detroit Payment Schedule for IBEW

ELECTRICAL WORKERS' PENSION TRUST FUND OF LOCAL UNION #58, I.B.E.W.
Withdrawal Liability Payment Schedule for City of Detroit #016100
 United Actuarial Services, 3/23/2020

Valuation Interest Rate:	7.50%
Withdrawal Date:	1/31/2016
Withdrew in Plan Year Beginning in:	2016

1. Contributions/Units

Plan Year			
Beg.	Contributions	Units	3-yr. Avg.
2006	53,832.00	11,634.00	
2007	63,819.00	12,660.00	
2008	51,269.00	9,854.00	11,382.67
2009	48,097.00	8,146.00	10,220.00
2010	42,643.00	6,715.00	8,238.33
2011	35,715.00	6,609.00	7,156.67
2012	103,050.00	17,182.00	10,168.67
2013	87,521.00	11,522.00	11,771.00
2014	97,090.00	13,713.00	14,139.00
2015	119,413.00	14,764.00	13,333.00

2. Annual Payment Amount

- 1 Maximum 3-yr. average units during
10 years preceding withdrawal 14,139 units
- 2 Maximum contribution rate during
10 years ending with withdrawal \$ 8.27
- 3 Annual payment amount
= (1) x (2) \$ 116,930

3. Calculated Payment Schedule

Assumes 7.50% interest (based on the valuation interest rate) with no interest charged until the first scheduled payment is due. The first payment will be due according to the schedule established by the Board of Trustees but cannot be later than 60 days following demand.

Year	Balance	Annual Payment of:		Total Annual Payment
		Principal	Interest	
1	\$ 167,555	\$ 113,133	\$ 3,797	\$ 116,930
2	\$ 54,422	\$ 54,422	\$ -	\$ 54,422
		\$ 167,555	\$ 3,797	\$ 171,352

4. Actual Payment Schedule

5 quarterly payments of:	\$ 29,232.50
1 quarterly payment of:	\$ 25,189.50

Electrical Workers' Pension Trust Fund of Local Union #58 I.B.E.W.
Allocation of Unfunded Vested Benefits

Employer: CITY OF DETROIT

Employer Number: 016100

Assumes Withdrawal in PYB: January 1, 2016

December 31,	Change in UVB	Reallocated UVB	Total Unamortized	Employer Contributions	Rolling 5- Year Sum	Aggregate Rolling 5	Allocated UVB
1997	0	0	0	22,428	42,747	52,978,552	0
1998	0	0	0	21,031	63,778	65,010,112	0
1999	0	0	0	13,179	76,957	79,858,675	0
2000	0	0	0	42,684	118,058	96,452,305	0
2001	6,319,251	0	1,895,775	66,832	166,154	109,502,368	2,877
2002	79,961,462	152,065	28,032,131	27,503	171,229	115,021,258	41,731
2003	-27,317,094	6,751,219	-8,563,911	86,886	237,084	115,556,936	-17,570
2004	37,695,051	3,460,245	18,346,871	80,716	304,621	114,487,815	48,816
2005	-60,851,203	4,191,297	-28,539,518	63,119	325,056	112,532,701	-82,438
2006	3,152,297	3,752,941	3,610,233	53,832	312,056	109,257,240	10,311
2007	-22,810,290	1,489,837	-12,866,764	63,819	348,372	116,714,379	-38,405
2008	55,642,635	313,485	36,355,804	51,269	312,755	121,139,432	93,863
2009	-27,968,031	1,467,312	-18,623,869	48,097	280,136	114,150,592	-45,705
2010	6,766,455	0	5,074,841	42,643	259,660	109,652,738	12,017
2011	29,994,976	9,458	24,003,075	35,715	241,543	114,748,738	50,526
2012	-19,458,287	246,135	-16,342,636	103,050	280,774	115,120,619	-39,859
2013	4,147,255	2,955,961	6,245,097	87,521	317,026	120,915,527	16,374
2014	16,706,361	23,135	15,891,865	97,090	366,019	136,112,434	42,735
2015	23,428,329	1,175,929	24,545,462	119,413	442,789	150,361,215	72,282

Electrical Workers' Pension Trust Fund of Local Union #58 I.B.E.W.
Allocation of Unfunded Vested Benefits

Total Allocated UVB: \$	167,555
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Less De Minimis Adj: \$	0
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Final Allocation: \$	<u>167,555</u>
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This estimate of withdrawal liability is based on the latest data available. However, in the event that the data used to prepare this estimate was incomplete or changes, the Plan reserves the right to update this calculation. This estimate is a "good-faith" estimate and not a warranty or guarantee that the company's actual withdrawal liability will not be different in the event withdrawal liability is assessed under the Plan.

*Electrical Workers 58 Pension Plan
Actuarial Assumptions and Methods used to Develop
the Plan Year Ending December 31, 2015 Unfunded Vested Benefits*

SUMMARY OF ACTUARIAL ASSUMPTIONS AND METHODS

UVB valuation date	December 31, 2015
UVB interest rate	8.00%
UVB asset valuation method	Actuarial value as described in Appendix B of our January 1, 2016 actuarial valuation report
UVB data used	Beginning with the 12/31/2012 report: plan year contributions based on date worked adjusted for known, uncollected delinquencies. Late contributions related to plan years before 12/31/2012 are kept in plan year of deposit unless the affected employer becomes assessable.
Allocation method	Presumptive
De minimis reduction	<p>The smaller of:</p> <ol style="list-style-type: none"> 1. $\frac{3}{4}$ of 1% of the UVB, or 2. \$50,000 <p>reduced by the excess of the initial allocation over \$100,000, but not less than zero</p>
“Free look” rule	Not adopted
Most recent fresh start	January 1, 2001 for withdrawals that occur on or after January 1, 2007
Reallocation rule	Liabilities are reallocated after five years of zero contributions if no additional information is available. Reallocated liabilities for prior years are typically not adjusted to reflect updated information or data.
Handling of returning employers	If an employer that had previously ceased contributions recommences within 5 years, the new history is combined with the old, regardless of whether or not the employer’s liability had previously been reallocated
Plan of benefits valued for UVB	Benefits as described in Appendix A of our January 1, 2016 actuarial valuation report in effect as of the UVB valuation date increased for any accrued PPA “adjustable benefits” that have been reduced, if any
Other assumptions and methods not addressed above	As described in Appendix B of our January 1, 2016 actuarial valuation report