



# CITY of NOVI CITY COUNCIL

**Agenda Item 4  
August 27, 2018**

**SUBJECT:** Adoption of a Resolution to approve Amendment No. 5 to the Water Service Contract with the Great Lakes Water Authority to renew the contract and to adjust the contract value related to maximum day usage.

**SUBMITTING DEPARTMENT:** Department of Public Works, Water and Sewer Division

**CITY MANAGER APPROVAL:** 

**BACKGROUND INFORMATION:**

The City of Novi entered into a 30-year contract with the Great Lakes Water Authority (GLWA), then the Detroit Water and Sewerage Department, in June 2009 for the supply of drinking water to the City. Currently, GLWA is going through a negotiation process with all their water customers to amend water service contracts and align communities on the same renewal schedule. This process provided Novi an opportunity to make any operational adjustments deemed appropriate.

Following the review of Novi's water usage patterns, staff determined financial savings could be realized with an adjustment to the Maximum Day usage value. The Maximum Day value refers to the amount of daily water usage permitted per the GLWA contract. Lowering this value from 19.0 million gallons per day (MGD) to 17.0 MGD would provide a savings of approximately \$102,500 (1.11%) annually.

The other contract parameter periodically reviewed is the Peak Hour value, which refers to the maximum allowed rate of flow over any one-hour period. Novi reduced the Peak Hour value in 2015 following the construction of the water storage facility at Twelve Mile and West Park Drive, resulting in a substantial reduction in the rates charged by GLWA.

Over the last few years with the addition of water storage, advances in system monitoring technology, and improved operational efficiencies, Novi has been able to control rate increases for water customers by lowering the aforementioned contract values. The table below summarizes the original contract values, the previous amendments, and the currently proposed amendment:

Amendment	Maximum Day Flow (MGD)	Peak Hour Flow (MGD)
Original Contract	18.6	34.5
Amendment No. 1	16.8	24.5
Amendment No. 2	17.5	28.0
Amendment No. 3	17.9	28.6
Amendment No. 4	19.0	19.0
Amendment No. 5 (currently proposed amendment)	17.0	19.0

MGD – Million Gallons Per Day

Amendment No. 5 to the Water Service Contract has been reviewed by the City Attorney's office (see Beth Saarela's August 17, 2018 letter, attached).

**RECOMMENDED ACTION:** Adoption of a Resolution to approve Amendment No. 5 to the Water Service Contract with the Great Lakes Water Authority to renew the contract and to adjust the contract value related to maximum day usage.

CITY OF NOVI

COUNTY OF OAKLAND, MICHIGAN

**RESOLUTION OF APPROVAL**

**AMENDMENT NO. 5 TO WATER SERVICE CONTRACT**

Minutes of a meeting of the City Council of the City of Novi, County of Oakland, Michigan, held in the City Hall of said City on August 27, 2018, at 7 o'clock P.M. Prevailing Eastern Time.

PRESENT: Councilmembers \_\_\_\_\_

ABSENT: Councilmembers \_\_\_\_\_

The following preamble and Resolution were offered by Councilmember \_\_\_\_\_ and supported by Councilmember \_\_\_\_\_.

WHEREAS: Great Lakes Water Authority (GLWA) owns and operates a public water supply system that supplies potable water to the City of Novi; and,

WHEREAS: on June 1, 2009, the City of Novi approved a Water Service Contract with the City of Detroit (which Detroit later assigned to GLWA) that reflects the terms and conditions governing the purchase and delivery of potable water to the City of Novi by GLWA; and,

WHEREAS: the Water Service Contract has been amended by approval of the Novi City Council on November 22, 2010, January 7, 2013, and October 28, 2013, December 21, 2015; and,

WHEREAS: GLWA seeks to further amend the Water Service Agreement to adjust the "reopener" schedule, and to provide for a periodic adjustment in the City of Novi's contract values to reflect the City's recent trends in water usage;

WHEREAS: the Water Service Contract provides a means for all customers to have a long-term supply of potable water that meets or exceeds State of Michigan and federal regulatory requirements for drinking water quality and safety, and at the lowest reasonable rates; and,

WHEREAS: proposed Amendment No. 5 to the Water Service Contract adjusts two parameters (annual volume and maximum day usage) to reflect a better estimate of actual usage and flow rates; and,

WHEREAS: proposed Amendment No. 5 also identifies the location of an additional emergency connection at Ryan Court on Exhibit-A; and,

WHEREAS: Article 5, Section 5.07 of the Contract provides for periodic amendments to annual volume, maximum day usage, and peak hour usage values assigned to the City based on updated water usage data; and,

WHEREAS: the Parties seek to amend the Contract by mutual agreement pursuant to Section 5.07 of the Water Service Contract.

NOW, THEREFORE, IT IS THEREFORE RESOLVED, that the City Council and the City of Novi requests that the terms of the Water Service Contract with GLWA defines and includes Amendment No. 5.

AYES:

NAYES:

RESOLUTION DECLARED ADOPTED.

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Cortney Hanson, City Clerk

**CERTIFICATION**

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Council of the City of Novi, County of Oakland, and State of Michigan, at a regular meeting held this \_\_\_\_\_ day of \_\_\_\_\_, 2018, and that public office of said meeting was given pursuant to and in full compliance with Act No. 267, Public Acts of Michigan, 1976, and that the minutes of said meeting have been kept and made available to the public as required by said Act.

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Cortney Hanson, City Clerk  
City of Novi

ELIZABETH KUDLA SAARELA  
esaarela@jrsjlaw.com

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Farmington Hills, Michigan 48331  
P 248.489.4100 | F 248.489.1726  
www.jrsjlaw.com



August 17, 2018

Jeffrey Herczeg, Director of Public Works  
City of Novi  
Department of Public Works  
Field Services Complex  
26300 Lee BeGole Drive  
Novi, MI 48375

Benjamin Croy, Water & Sewer Senior Manager  
City of Novi  
Department of Public Works  
Field Services Complex  
26300 Lee BeGole Drive  
Novi, MI 48375

**RE: Amendment No. 5 to Water Service Contract Between the Great Lakes Water Authority and City of Novi**

Gentlemen:

We have received and reviewed proposed Amendment No. 5 to the Water Service Contract between the Great Lakes Water Authority (GLWA) and the City of Novi. The proposed Amendment is a voluntary Amendment made at GLWA's request for the purpose of placing all contract customers on the same "re-opener" schedule. The re-opener schedule gives the parties the opportunity, on a regularly scheduled basis, to adjust contract values to more accurately reflect the City's recent water usage patterns. Following this Amendment, the re-opener will occur every four (4) years. As a result of the Amendment, the City was given the option to change its Maximum Day Usage contract value, which will result in a cost savings to the City.

The Contract Amendment provides for amended Exhibit A sheets describing the scope of the City's water system (meter pit locations) and amended Exhibit B sheets with updated "Max Day" and "Peak Hour" schedules.

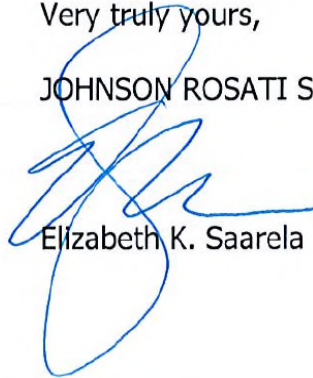
Subject to the review and approval of the technical aspects of the proposed amended Exhibits A and B setting new operational parameters by the City's Public Works Division, we see no legal impediment to approval of Amendment No. 5 of the Water Service Contract. Except for the amended Exhibits, and the schedule for re-opening the Contract, all other terms and conditions of the Contract will remain unchanged.

Jeffrey Herczeg, Director of Public Works  
Benjamin Croy, Water & Sewer Senior Manager  
City of Novi  
August 17, 2018  
Page 2

Please feel free to contact me with any questions or concerns in regard to this matter.

Very truly yours,

JOHNSON ROSATI SCHULTZ JOPPICH



Elizabeth K. Saarela

EKS

Enclosure

C: Cortney Hanson, Clerk (w/Enclosure)  
Pete Auger, City Manager (w/Enclosure)  
Victor Cardenas, Assistant City Manager (w/Enclosure)  
Carl Johnson, Finance Director (w/Enclosure)  
Thomas R. Schultz, Esquire (w/Enclosure)

**AMENDMENT NO. 5 TO WATER SERVICE CONTRACT  
BETWEEN  
GREAT LAKES WATER AUTHORITY  
AND  
CITY OF NOVI**

This Amendment Agreement No. 5 (“Amendment”) is made between the Great Lakes Water Authority, a municipal authority and public body corporate (“GLWA”), and the City of Novi, a municipal corporation (“Customer”). GLWA and Customer are collectively referred to as the “Parties”.

**RECITALS**

- a. GLWA leases, operates and maintains the public water supply system owned by the City of Detroit (“System”); and
- b. On July 21, 2009, the Parties entered into a Water Service Contract (“Contract”) reflecting the terms and conditions governing the delivery and purchase of potable water, as subsequently amended and assigned; and
- c. Article 15 of the Contract permits the Parties to amend the Contract by mutual agreement; and
- d. Through the One Water Partnership, GLWA customer members requested that GLWA undertake an effort to place all customers on the same periodic contract review schedule (“Reopener Schedule”) to assist in reducing, as much as practicable, volatility in customer charges; and
- e. GLWA agreed to devise a contract alignment process (“CAP”) which would result in all model contracts being reopened on a four-year schedule beginning in calendar year 2022 and every four years thereafter; and
- f. The CAP requires that, regardless of Customer’s current Reopener Schedule, that Customer’s Contract be amended in calendar year 2018; and
- g. In consideration of the mutual undertakings of the Parties and for the benefit of the public, it is the mutual desire of the Parties to enter into this Amendment to amend the Contract as set out in detail in the following sections; and

**ACCORDINGLY, THE PARTIES AGREE AS FOLLOWS:**

1. Section 5.07 of the Contract is deleted in its entirety and replaced with the following:

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

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

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

*(Signatures appear on next page)*





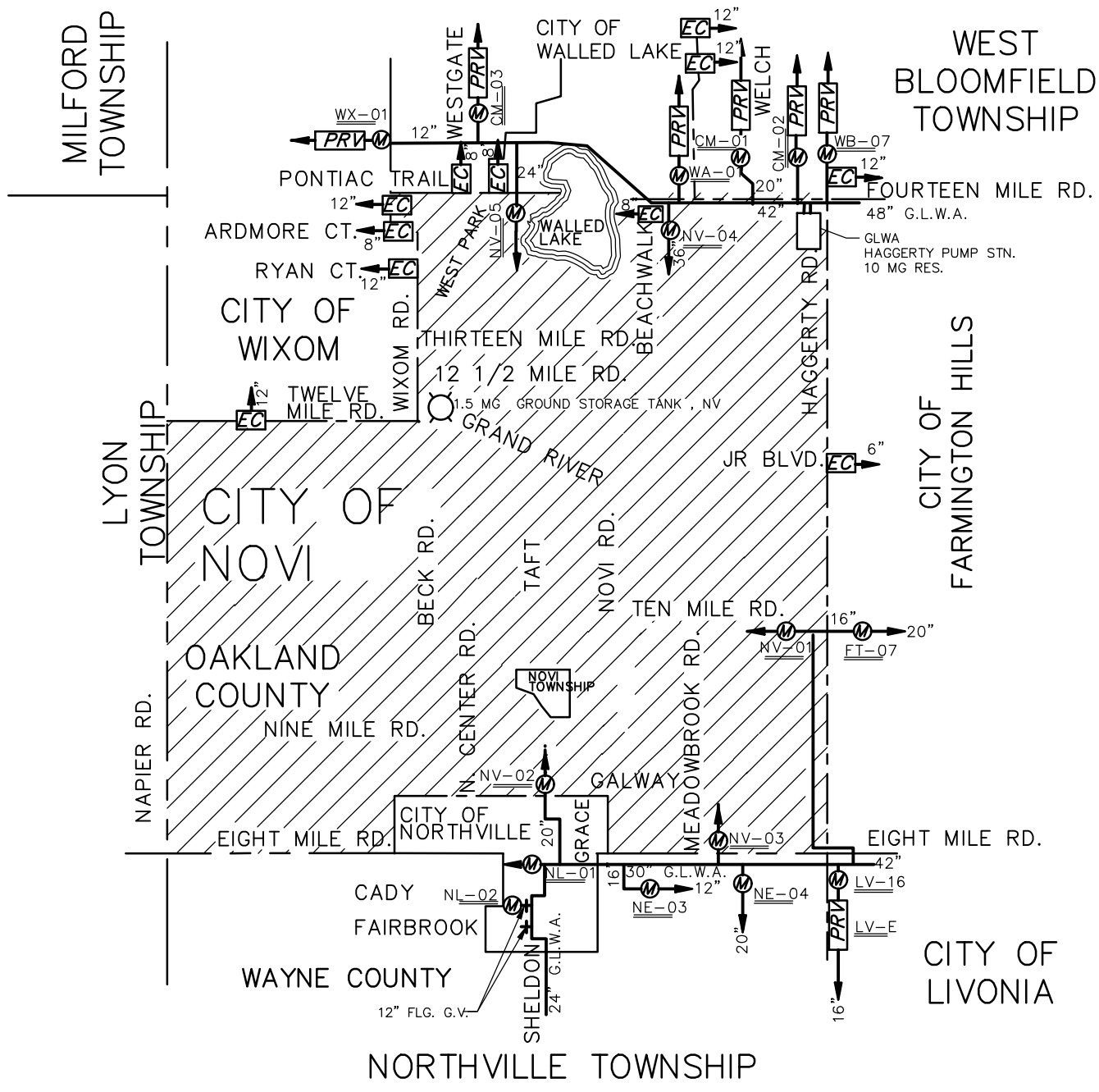
## EXHIBIT A

### Customer's Water Distribution Points

This Exhibit contains the following information:

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

COMMERCE TOWNSHIP



LEGEND

SYMBOL	DESCRIPTION	SYMBOL	DESCRIPTION
	GLWA METER PIT		SERVICE AREA
	PRV		CITY-TWP LINE
	EMERGENCY CONNECTION		CITY OR TWP. LINE
	GROUND STORAGE TANK		



EXHIBIT-A SERVICE AREA LOCATION MAP CITY OF NOVI

## **EXHIBIT A**

### **City of Novi Emergency Connections:**

#### Connection to Farmington Hills

6" GV&W at the intersection of Haggerty Road and JR Blvd

#### Connection to Walled Lake

8" GV&W at the intersection of Fourteen Mile Road and Beachwalk Drive

8" GV&W at the Windward Bay condominiums

8" GV&W at Pontiac Trail west of West Park Drive

#### Connection to Wixom

8" GV&W at the intersection of Beck Road and Ardmore Court

12" GV&W on Beck Road at Shoppes at The Trail

12" GV&W on Twelve Mile Road near Pinewood

12" GV&W on Ryan Court west of Hudson Drive

#### Connection to GLWA

16" GV&W at the intersection of Fourteen Mile Road and Decker between the GLWA 42" main and the Novi 16" main. Valve to operated only by GLWA staff.

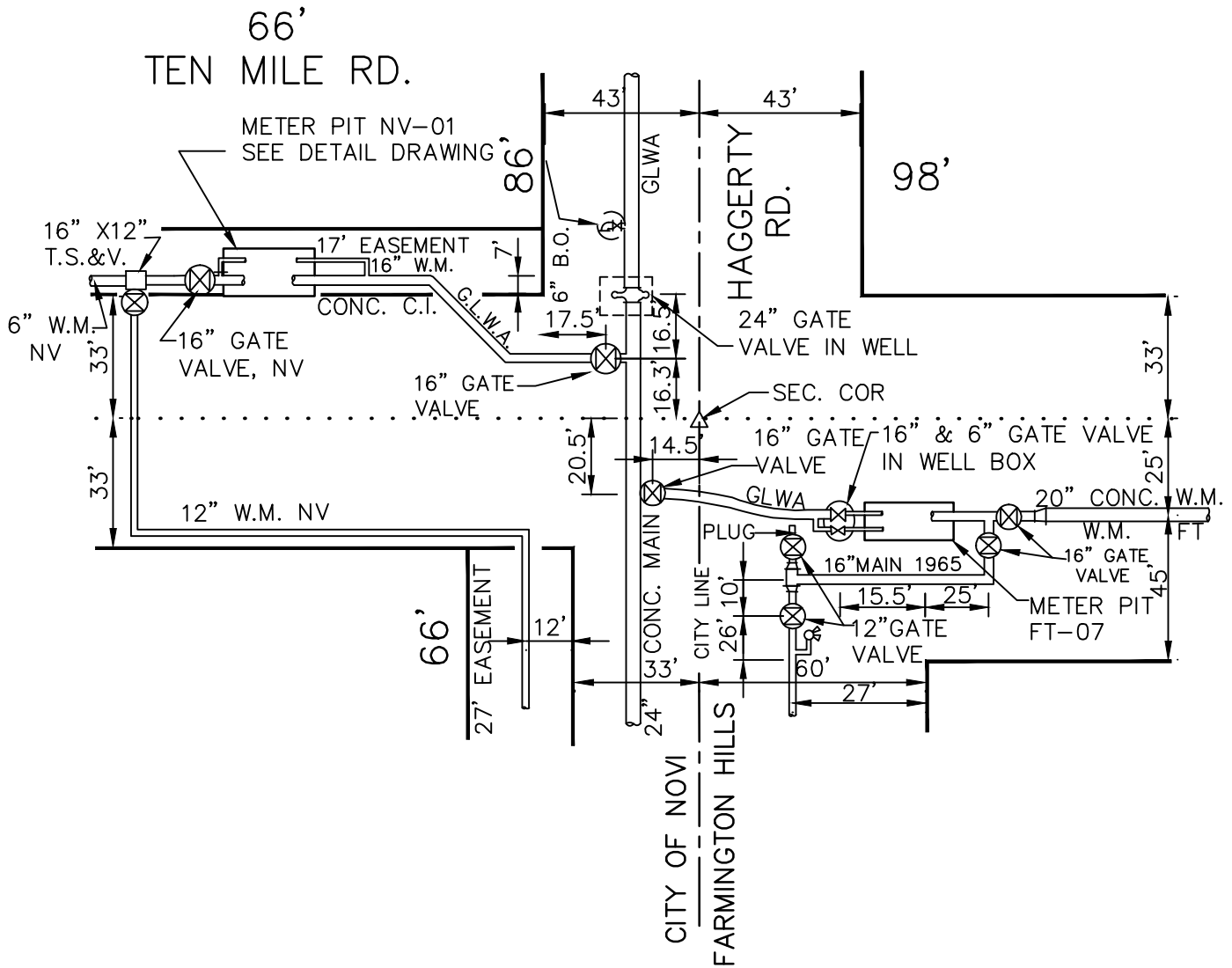
### **City of Novi Water Customers Outside Municipal Limits:**

48385 Eight Mile Rd. Northville Twp.

### **City of Novi Master Meters Not In Service:**

None.

# EXHIBIT-A NV-01 TEN MILE RD. AND HAGGERTY CITY OF NOVI



**SITE PLAN**  
NOT TO SCALE



NV-NOVI OWNERSHIP  
AND MAINTENANCE

FT-FARMINGTON HILLS  
OWNERSHIP AND MAINTENANCE

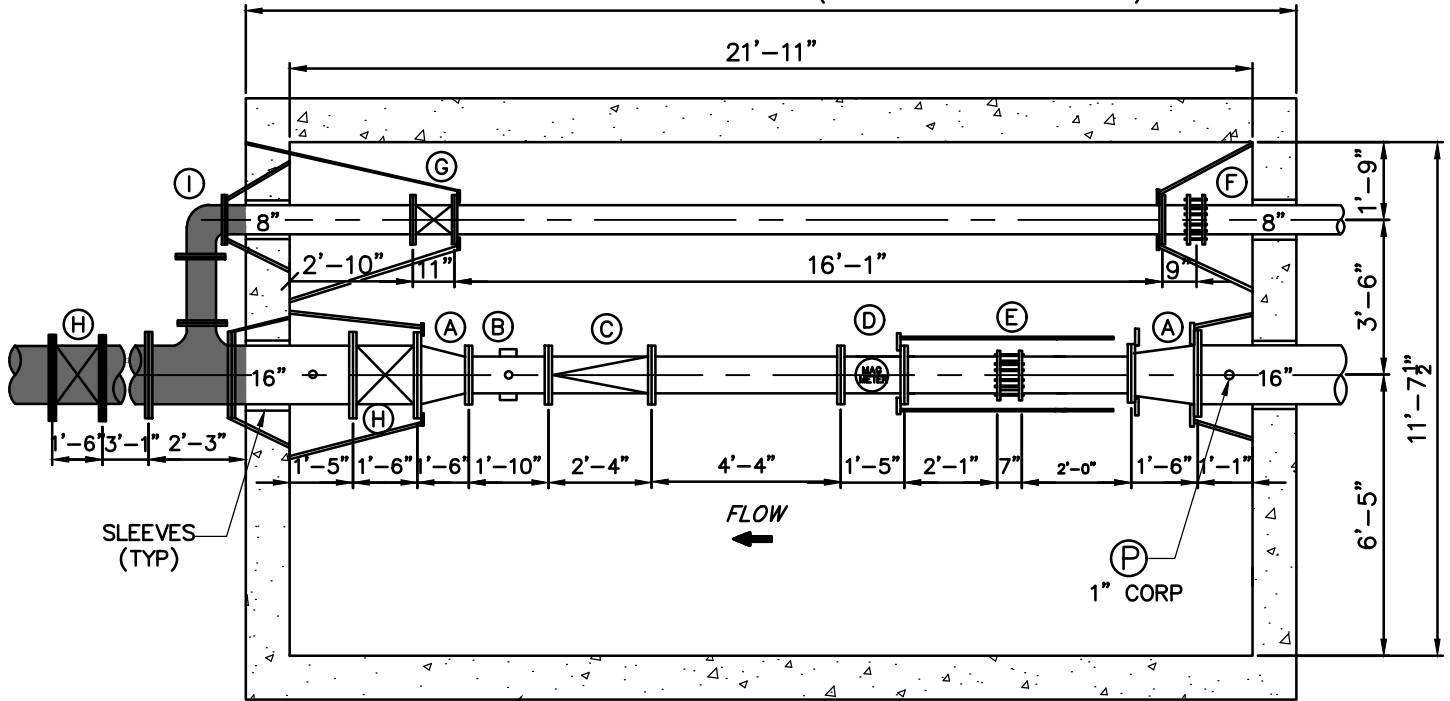
GLWA- GREAT LAKES WATER AUTHORITY  
OPERATION AND MAINTENANCE  
(CITY OF DETROIT OWNERSHIP)

LOCATIONS SUBJECT TO  
VERIFICATION IN THE FIELD.



# EXHIBIT-A NV-01 TEN MILE RD. AND HAGGERTY CITY OF NOVI

GLWA OPERATION AND MAINTENANCE (CITY OF DETROIT OWNERSHIP)



WALLS 12" THICK  
ALL AROUND

CITY OF NOVI O&M

**METER PIT DETAIL**  
NOT TO SCALE



LEGEND			
TAG	QTY	DESCRIPTION	SIZE
A	2	CONCENTRIC REDUCERS, D.I.	16"X10"
B	1	DUCTILE IRON TEE	10"X3"
C	1	CHECK VALVE	10"
D	1	ABB MAG METER	10"
E	1	DRESSER STYLE 38 COUPLING	10"
F	1	DRESSER STYLE 38 COUPLING	8"
G	1	GATE VALVE	8"
H	2	GATE VALVE	16"
I	1	90° ELBOW	8"

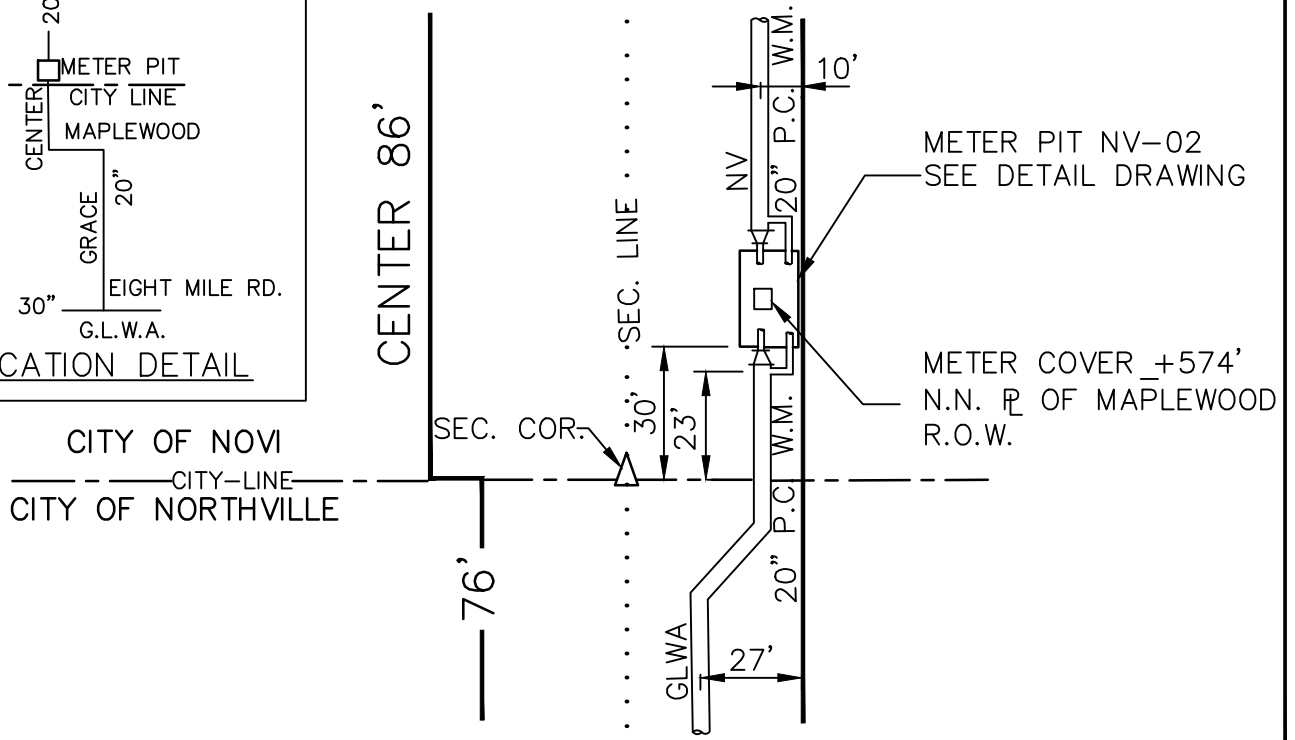
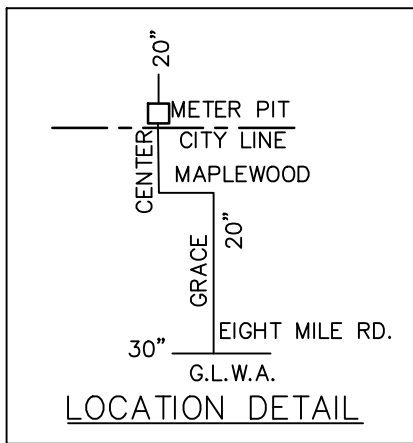
TYPICAL PRESSURE LOSS THRU METER	
METER TYPE	P.S.I. LOSS
VENTURI	1 - 2
MAG	0
TURBINE	4 - 6

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

ADDRESS \_\_\_\_\_ 24200 HAGGERTY ROAD  
 FEED TO \_\_\_\_\_ CITY OF NOVI  
 FEED FROM \_\_\_\_\_ G.L.W.A. TRANS. MAIN  
 TYPE OF METER \_\_\_\_\_ ABB MAG METER  
 SIZE OF METER \_\_\_\_\_ 10"  
 METER NUMBER \_\_\_\_\_ 3K6200067703  
 DATE METER SET \_\_\_\_\_ DECEMBER 8, 2012  
 METER PIT CONST & SIZE \_\_\_\_\_ REINFORCED CONCRETE 21'-11" X 11'-7.5" I.D.  
 GATE BOOK No \_\_\_\_\_ W-1401  
 REMARKS \_\_\_\_\_ NONE



# EXHIBIT-A NV-02 NORTH CENTER STREET CITY OF NOVI



**SITE PLAN**  
NOT TO SCALE



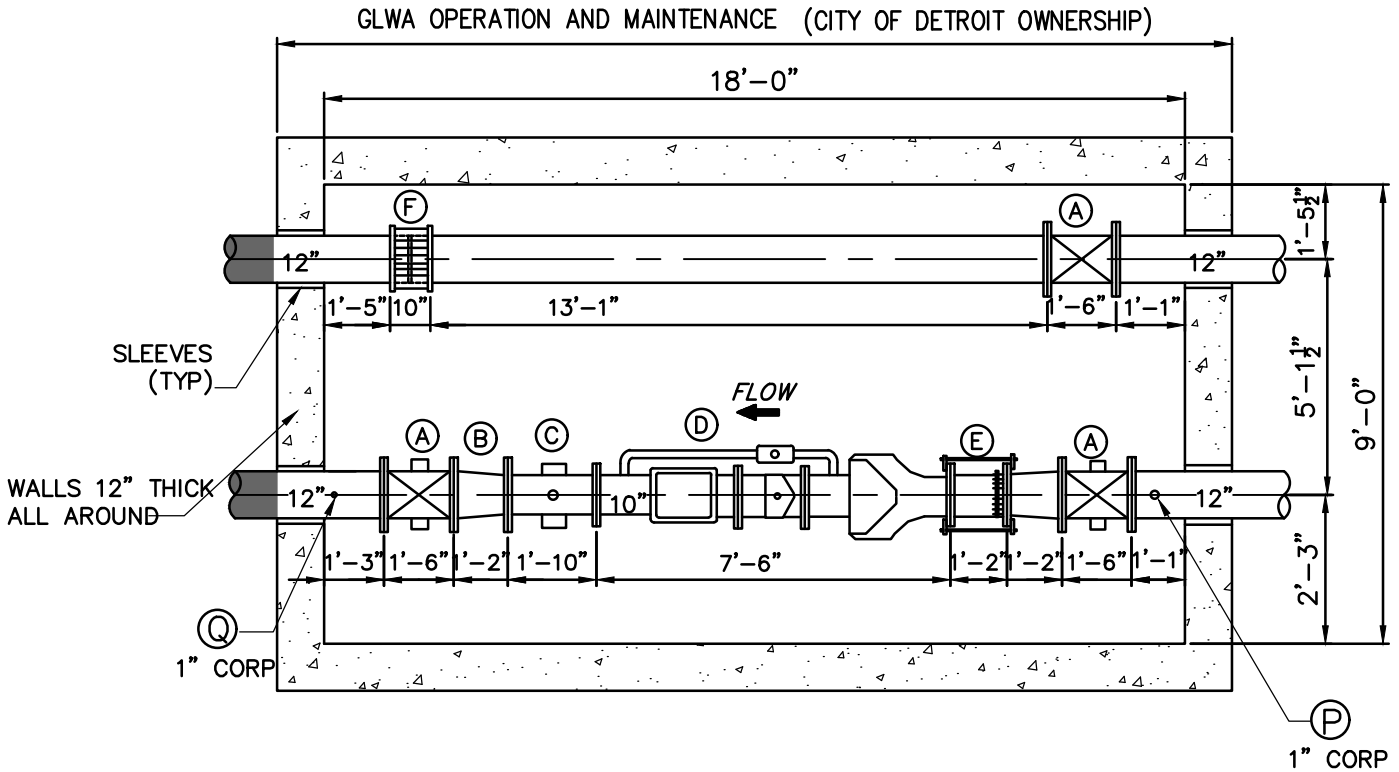
NV-NOVI OWNERSHIP  
AND MAINTENANCE

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

LOCATIONS SUBJECT TO  
VERIFICATION IN THE FIELD.



# EXHIBIT-A NV-02 NORTH CENTER STREET CITY OF NOVI



**METER PIT DETAIL**  
NOT TO SCALE



█ CITY OF NOVI O&M

LEGEND			
TAG	QTY	DESCRIPTION	SIZE
A	3	GATE VALVE	12"
B	2	FXF DUCTILE IRON CONCENTRIC REDUCER	12"x10"
C	1	TEST TEE ASSEMBLY	3"
D	1	SENSUS FIRELINE METER W/ STRAINER & 2" BY-PASS	10"
E	1	DUCTILE IRON SPOOL PIECE	10"
F	1	DRESSER STYLE 128 FLANGE ADAPTER	10"

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

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

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

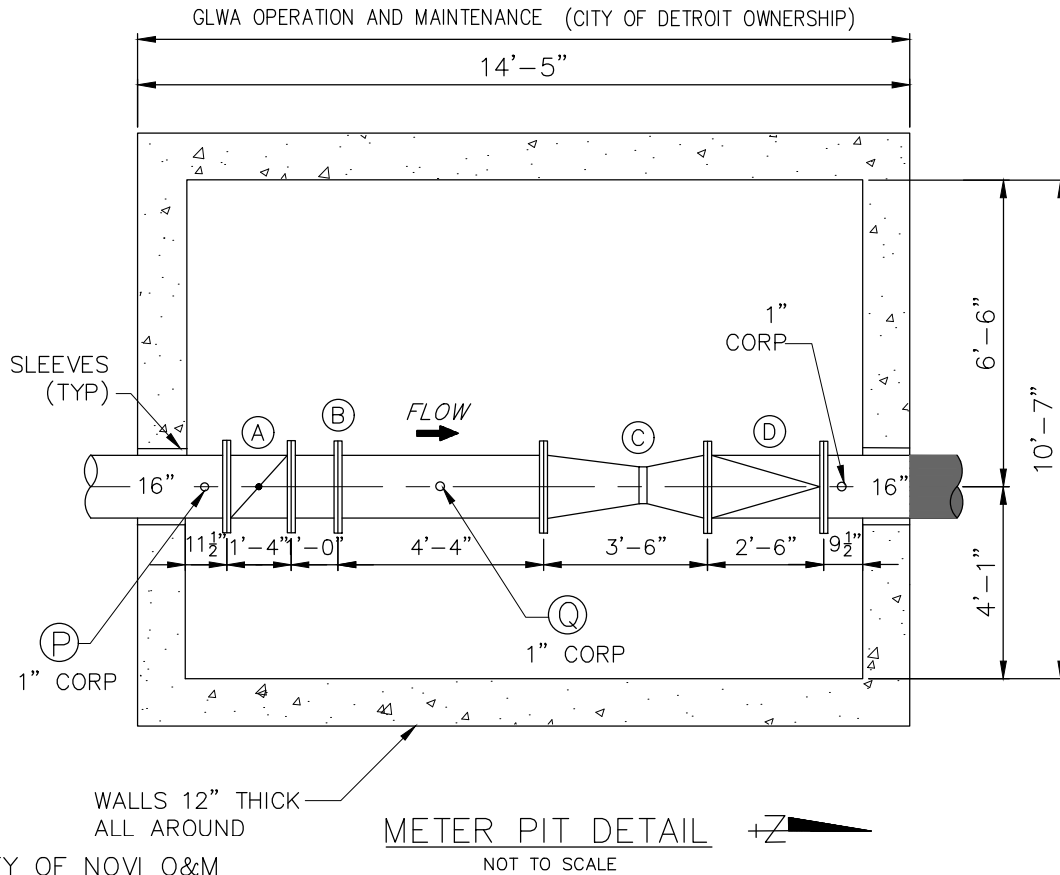
ADDRESS \_\_\_\_\_ 21602 CENTER  
 FEED TO \_\_\_\_\_ CITY OF NOVI  
 FEED FROM \_\_\_\_\_ G.L.W.A. 20" TRANS. MAIN  
 TYPE OF METER \_\_\_\_\_ SENSUS TURBO  
 SIZE OF METER \_\_\_\_\_ 10" X 2"  
 METER NUMBER \_\_\_\_\_ 10")1508467 & 2")1482108  
 DATE METER SET \_\_\_\_\_ 4/11/1997  
 METER PIT CONST & SIZE \_\_\_\_\_ REINFORCED CONCRETE 18'-0" X 9'-0" I.D.  
 GATE BOOK No \_\_\_\_\_ NONE  
 REMARKS \_\_\_\_\_ NONE







EXHIBIT-A  
NV-03  
EIGHT MILE AND MEADOWBROOK  
CITY OF NOVI



CITY OF NOVI O&M

METER PIT DETAIL +Z  
NOT TO SCALE

LEGEND			
TAG	QTY	DESCRIPTION	SIZE
A	1	BUTTERFLY VALVE W/ ORIFICE	16"
B	1	VICTAULIC COUPLING	18"
C	1	B.I.F. VENTURI TUBE	16" x 10"
D	1	CHAPMAN CHECK VALVE	16"

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

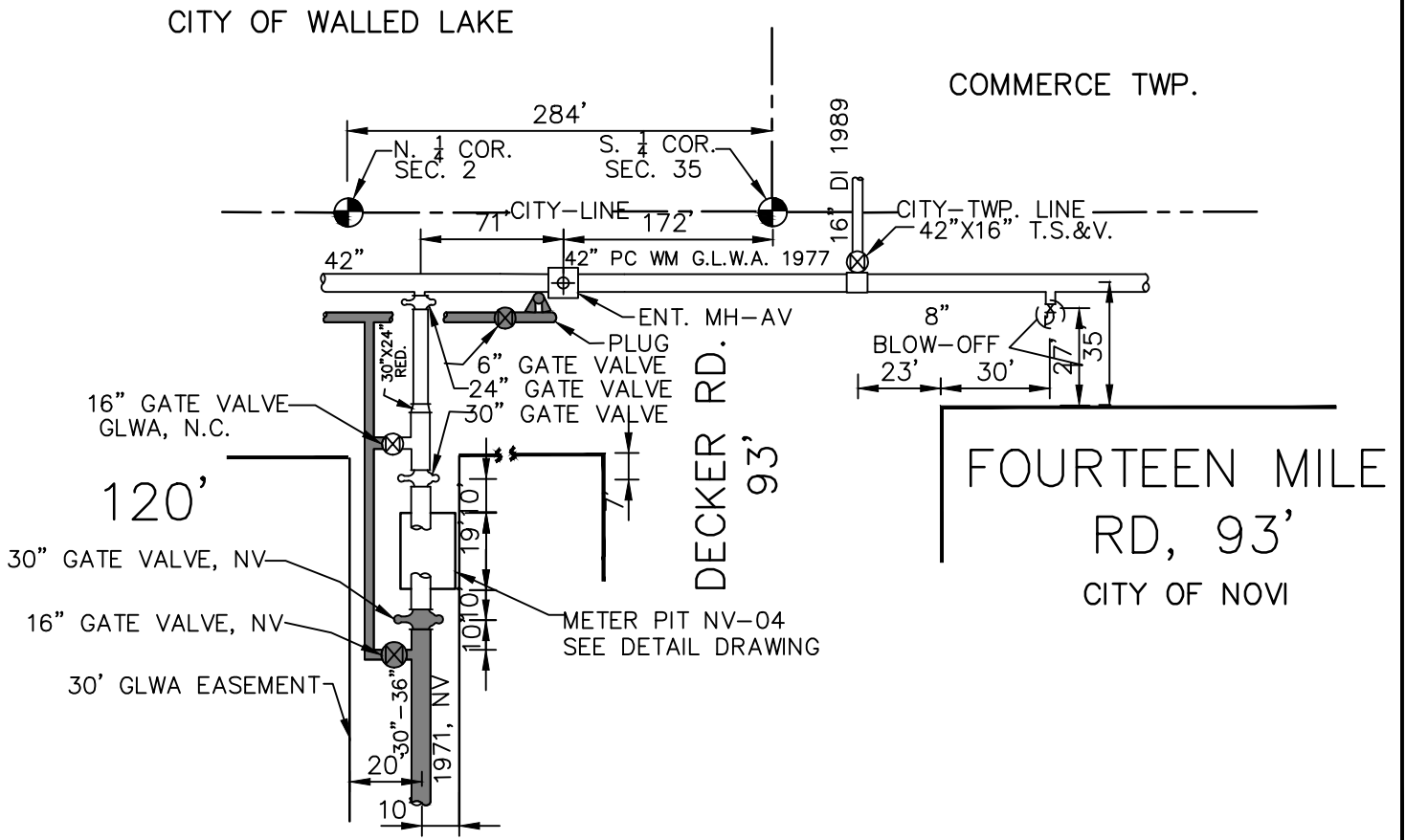
(P) - UPSTREAM PRESSURE TRANSMITTER,  
G.L.W.A. OPERATION & MAINTENANCE  
(CITY OF DETROIT OWNERSHIP)

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

ADDRESS \_\_\_\_\_ 20707 MEADOWBROOK  
 FEED TO \_\_\_\_\_ CITY OF NOVI  
 FEED FROM \_\_\_\_\_ 30" G.L.W.A. TRANS. MAIN  
 TYPE OF METER \_\_\_\_\_ BIF VENTURI/ORIFICE  
 SIZE OF METER \_\_\_\_\_ 16" & 16.25" X 4.079"  
 METER NUMBER \_\_\_\_\_ 16")16638-2 & 16.25")16638-1  
 DATE METER SET \_\_\_\_\_ 8/31/1971  
 METER PIT CONST & SIZE \_\_\_\_\_ REINFORCED CONCRETE 14'-5" X 10'-7" I.D.  
 GATE BOOK No \_\_\_\_\_ W-1375  
 REMARKS \_\_\_\_\_ NONE



# EXHIBIT-A NV-04 FOURTEEN MILE WEST OF DECKER RD. CITY OF NOVI



NV-NOVI OWNERSHIP  
AND MAINTENANCE

SITE PLAN  
NOT TO SCALE

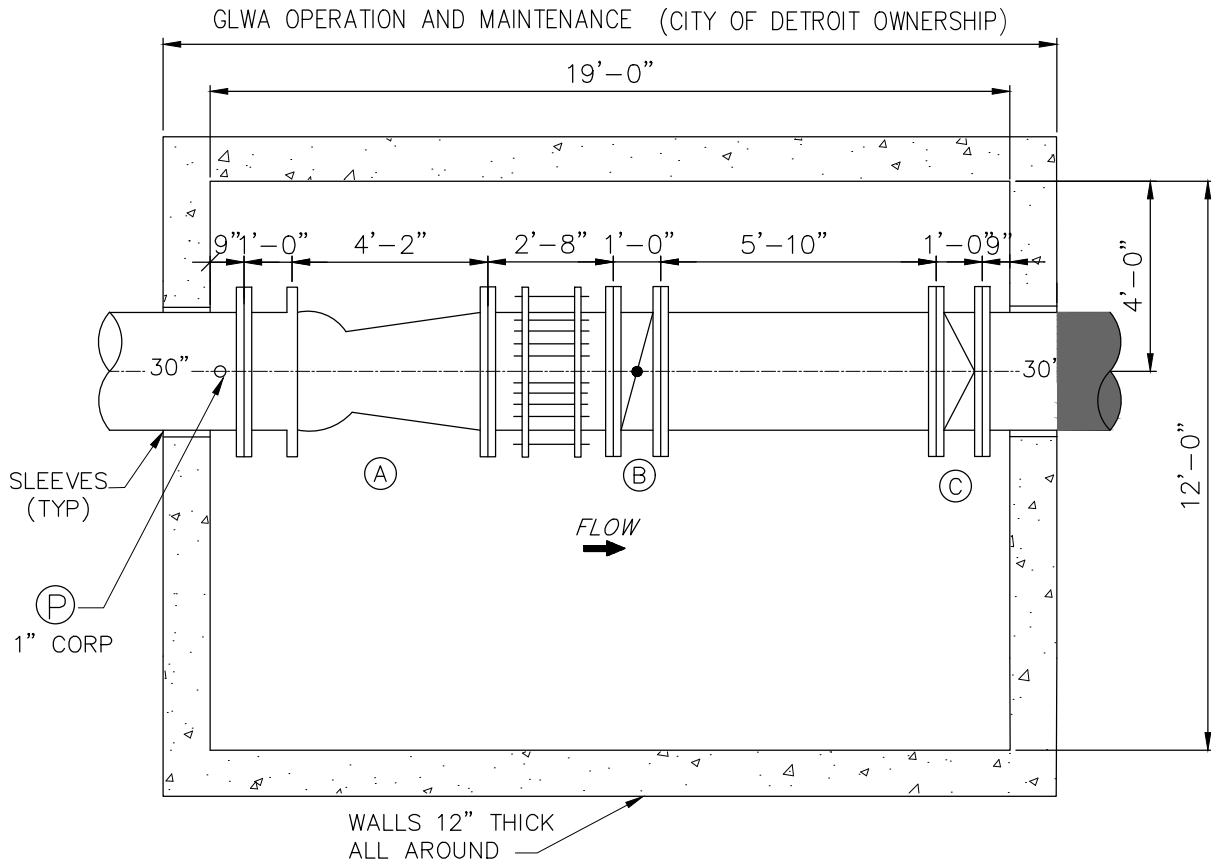


GLWA- GREAT LAKES WATER AUTHORITY  
OPERATION AND MAINTENANCE  
(CITY OF DETROIT OWNERSHIP)

LOCATIONS SUBJECT TO  
VERIFICATION IN THE FIELD.

NV  
04

EXHIBIT-A  
 NV-04  
 FOURTEEN MILE RD. WEST OF DECKER RD.  
 CITY OF NOVI



**METER PIT DETAIL** Z+

NOT TO SCALE



CITY OF NOVI O&M

LEGEND			
TAG	QTY	DESCRIPTION	SIZE
A	1	BIF VENTURI / ORIFICE	30"
B	1	BUTTERFLY VALVE	30"
C	1	CHECK VALVE	30"

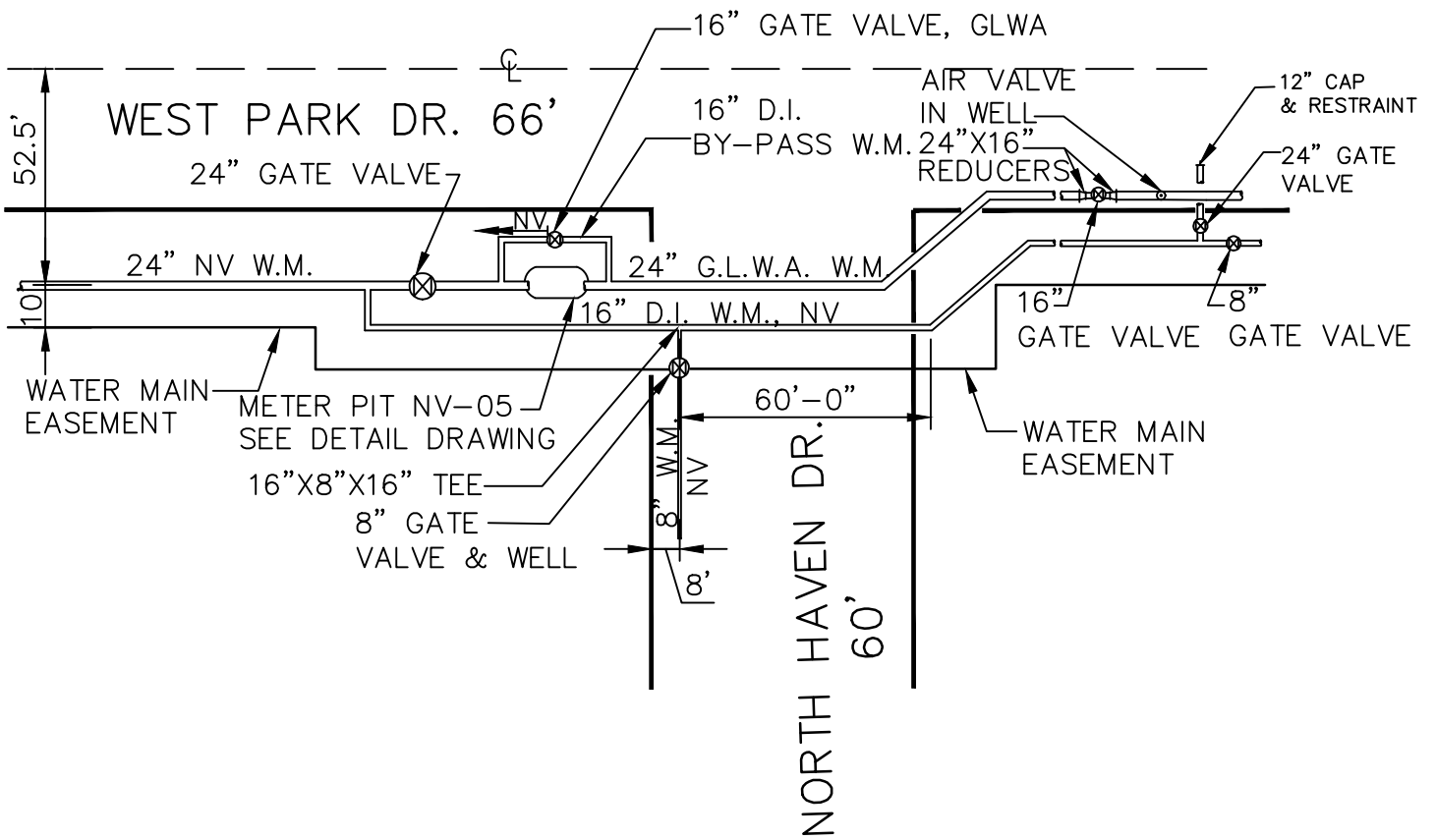
TYPICAL PRESSURE LOSS THRU METER	
METER TYPE	P.S.I. LOSS
VENTURI	1 - 2
MAG	0
TURBINE	4 - 6

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

ADDRESS \_\_\_\_\_ 42351 FOURTEEN MILE RD.  
 FEED TO \_\_\_\_\_ CITY OF NOVI  
 FEED FROM \_\_\_\_\_ 42" G.L.W.A. MAIN  
 TYPE OF METER \_\_\_\_\_ BIF VENTURI / ORIFICE  
 SIZE OF METER \_\_\_\_\_ 30"X17.4" & 30"X6.0604"  
 METER NUMBER \_\_\_\_\_ 17.4")1462410 & 6.0604")1462411  
 DATE METER SET \_\_\_\_\_ 5-14-77  
 METER PIT CONST & SIZE \_\_\_\_\_ REINFORCED CONCRETE 17' X 12' I.D.  
 GATE BOOK No \_\_\_\_\_ N-517  
 REMARKS \_\_\_\_\_ -



# EXHIBIT-A NV-05 WEST PARK DR. AND NORTH HAVEN DR. CITY OF NOVI



NV-NOVI OWNERSHIP  
AND MAINTENANCE

SITE PLAN  
NOT TO SCALE

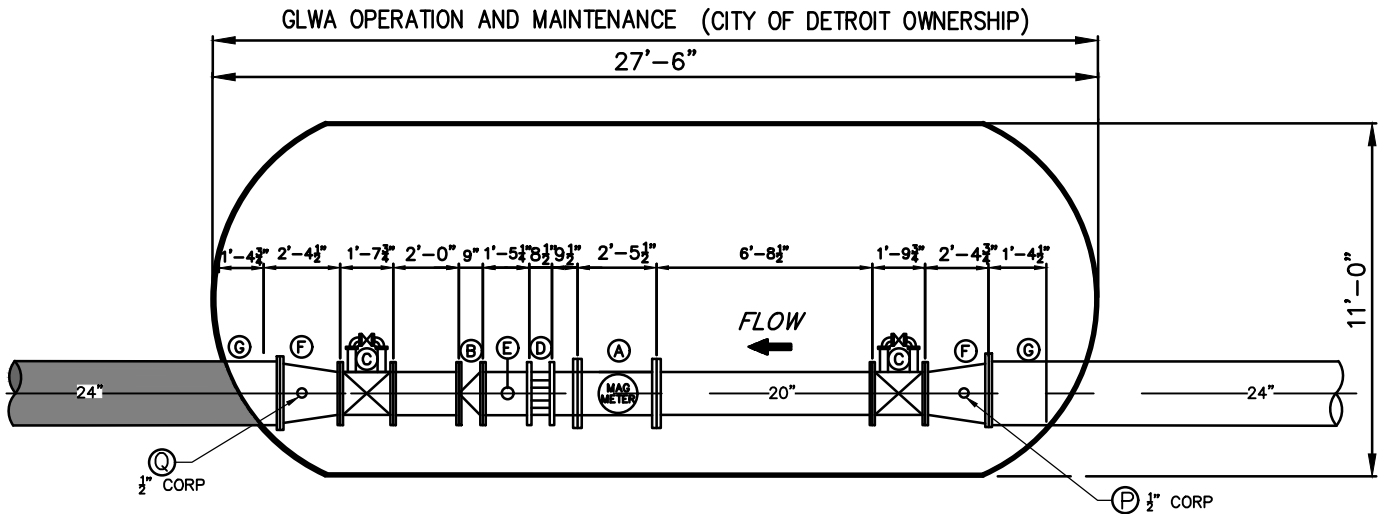


GLWA- GREAT LAKES WATER AUTHORITY  
OPERATION AND MAINTENANCE  
(CITY OF DETROIT OWNERSHIP)

LOCATIONS SUBJECT TO  
VERIFICATION IN THE FIELD.



EXHIBIT-A  
 NV-05  
 WEST PARK DR. AND NORTH HAVEN DR.  
 CITY OF NOVI



**METER PIT DETAIL**  
 NOT TO SCALE



LEGEND			
TAG	QTY	DESCRIPTION	SIZE
A	1	ABB MAG METER	20"
B	1	CHECK VALVE	20"
C	2	GATE VALVE	20"
D	1	MECHANICAL COUPLING	20"
E	1	TEST FITTING	16"
F	2	WELD IN REDUCER	24" X 20"
G	1	SLEEVE	10"

CITY OF NOVI O&M	
TYPICAL PRESSURE LOSS THRU METER	
METER TYPE	P.S.I. LOSS
VENTURI	1 - 2
MAG	0
TURBINE	4 - 6

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

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

ADDRESS \_\_\_\_\_  
 FEED TO \_\_\_\_\_ CITY OF NOVI  
 FEED FROM \_\_\_\_\_ 24" GLWA TRANSMISSION MAIN  
 TYPE OF METER \_\_\_\_\_ ABB MAG  
 SIZE OF METER \_\_\_\_\_ 20"  
 METER PIT CONST & SIZE \_\_\_\_\_ STEEL VAULT 27'-6" X 11'-0" I.D.  
 GATE BOOK No \_\_\_\_\_ -  
 REMARKS \_\_\_\_\_ GLWA HAS ACCESS



## EXHIBIT B

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

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

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

EXHIBIT B

Table 1  
 Projected Annual Volume and Minimum Annual Volume

Fiscal Year Ending June 30	Projected Annual Volume (Mcf)	Minimum Annual Volume (Mcf)
2010	<b>325,000</b>	<b>162,500</b>
2011	<b>281,800</b>	<b>140,900</b>
2012	<b>281,800</b>	<b>140,900</b>
2013	<b>281,800</b>	<b>140,900</b>
2014	<b>303,000</b>	<b>151,500</b>
2015	<b>310,000</b>	<b>155,000</b>
2016	<b>311,000</b>	<b>155,500</b>
2017	<b>265,000</b>	<b>132,500</b>
2018	<b>265,000</b>	<b>132,500</b>
2019	<b>265,000</b>	<b>132,500</b>
2020	<b>315,000</b>	<b>157,500</b>
2021	<b>315,000</b>	<b>157,500</b>
2022	<b>315,000</b>	<b>157,500</b>
2023	<b>315,000</b>	<b>157,500</b>
2024	<i>315,000</i>	<i>157,500</i>
2025	<i>315,000</i>	<i>157,500</i>
2026	<i>315,000</i>	<i>157,500</i>
2027	<i>315,000</i>	<i>157,500</i>
2028	<i>315,000</i>	<i>157,500</i>
2029	<i>315,000</i>	<i>157,500</i>
2030	<i>315,000</i>	<i>157,500</i>
2031	<i>315,000</i>	<i>157,500</i>
2032	<i>315,000</i>	<i>157,500</i>
2033	<i>315,000</i>	<i>157,500</i>
2034	<i>315,000</i>	<i>157,500</i>
2035	<i>315,000</i>	<i>157,500</i>
2036	<i>315,000</i>	<i>157,500</i>
2037	<i>315,000</i>	<i>157,500</i>
2038	<i>315,000</i>	<i>157,500</i>
2039	<i>315,000</i>	<i>157,500</i>



EXHIBIT B

Table 2  
Pressure Range and Maximum Flow Rate

Calendar Year (Reopener Schedule in bold type)	Pressure Range (psi)		Pressure Range (psi)		Pressure Range (psi)		Pressure Range (psi)		Pressure Range (psi)		Maximum Flow Rate (mgd)	
	Meter NV-01		Meter NV-02		Meter NV-03		Meter NV-04		Meter NV-05		Max Day	Peak Hour
	Min	Max	Min	Max	Min	Max	Min	Max	Min	Max		
2009	54	82	52	79	55	82	81	109	72	100	18.57	34.53
2010	54	82	52	79	55	82	81	109	72	100	18.57	34.53
2011	54	82	52	79	55	82	81	109	72	100	17.30	25.50
2012	54	82	52	79	55	82	81	109	72	100	16.80	24.50
2013	54	82	52	79	55	82	81	109	72	100	17.5	28.0
2014	54	82	52	79	55	82	81	109	72	100	17.9	28.6
2015	54	82	52	79	55	82	81	109	72	100	17.9	28.6
2016	54	82	52	79	55	82	81	109	72	100	19.0	19.0
2017	54	82	52	79	55	82	81	109	72	100	19.0	19.0
<b>2018</b>	54	82	52	79	55	82	81	109	72	100	19.0	19.0
2019	54	82	52	79	55	82	81	109	72	100	17.0	19.0
2020	54	82	52	79	55	82	81	109	72	100	17.0	19.0
2021	54	82	52	79	55	82	81	109	72	100	17.0	19.0
<b>2022</b>	54	82	52	79	55	82	81	109	72	100	17.0	19.0
2023	54	82	52	79	55	82	81	109	72	100	17.0	19.0
2024	54	82	52	79	55	82	81	109	72	100	17.0	19.0
2025	54	82	52	79	55	82	81	109	72	100	17.0	19.0
<b>2026</b>	54	82	52	79	55	82	81	109	72	100	17.0	19.0
2027	54	82	52	79	55	82	81	109	72	100	17.0	19.0
2028	54	82	52	79	55	82	81	109	72	100	17.0	19.0
2029	54	82	52	79	55	82	81	109	72	100	17.0	19.0
<b>2030</b>	54	82	52	79	55	82	81	109	72	100	17.0	19.0
2031	54	82	52	79	55	82	81	109	72	100	17.0	19.0
2032	54	82	52	79	55	82	81	109	72	100	17.0	19.0
2033	54	82	52	79	55	82	81	109	72	100	17.0	19.0
<b>2034</b>	54	82	52	79	55	82	81	109	72	100	17.0	19.0
2035	54	82	52	79	55	82	81	109	72	100	17.0	19.0
2036	54	82	52	79	55	82	81	109	72	100	17.0	19.0
2037	54	82	52	79	55	82	81	109	72	100	17.0	19.0
<b>2038</b>	54	82	52	79	55	82	81	109	72	100	17.0	19.0

EXHIBIT B

Table 3  
Flow Split Assumptions

<b>Meter</b>	<b>Assumed Flow Split (2019-2022)</b>
NV-01	0 – 10 %
NV-02	0 – 1 %
NV-03	0 – 15 %
NV-04	35 – 80 %
NV-05	20 – 70 %

Table 4  
Addresses for Notice

<b>If to the Board:</b>  General Counsel Great Lakes Water Authority 735 Randolph, Suite 1901 Detroit, Michigan 48226	<b>If to Customer:</b>  City Clerk City of Novi 45175 West Ten Mile Road Novi, Michigan 48375  Cc: Director of Public Works 26300 Lee BeGole Drive Novi, Michigan 48375
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