

**CITY OF GROSSE POINTE WOODS**  
**Electronic Rescheduled City Council Meeting Agenda**  
**Monday, July 13, 2020**  
**7:00 p.m.**

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

Join Zoom Meeting:

<https://zoom.us/j/97802794388?pwd=NkRTWTNYenJv3BIVXVLTjMrb1pTQT09>

Meeting ID: 978 0279 4388

Password: 740904

Join by phone:

Dial by your location

877 853 5247 US Toll-free

888 788 0099 US Toll-free

Meeting ID: 978 0279 4388

Password: 740904

Facilitator's Statement

1. CALL TO ORDER
2. ROLL CALL
3. ACCEPTANCE OF AGENDA
4. APPOINTMENTS
  - A. Re-Appointments of George McMullen to Commissions/Committees
    1. Council Representative - Community Tree Commission (Mayoral)
    2. Council Representative - Local Officers Compensation Commission (Mayoral)
    3. Member - Judicial Liaison Committee (Mayoral)
    4. Member - Mayor's Mack Avenue Business Study Committee (Mayoral)
5. MINUTES
  - A. Council 06/15/20
  - B. Election Commission 06/30/20, w/recommendation:
    1. Rates of Pay – Election Inspectors
6. PUBLIC HEARING
  - a. Generator: John Karoutsos, 897 Sunningdale
    1. Generator Application 05/21/20
    2. Mechanical Permit
    3. Electrical Permit

4. Letter 02/25/20 – Regina Stapleton, 879 Sunningdale
5. Site Plan
6. Generac Equipment Information
7. Email 06/08/20 – Mary Karoutsos
8. Memo 07/07/20 - Building Official

7. COMMUNICATIONS

- A. Purchase Orders with Expenses over \$5,000
  1. Memo 06/16/20 – Treasurer/Comptroller
  2. List of Open Purchase Orders
- B. Purchase: Chipper
  1. Memo 05/27/20 - Director of Public Services
  2. Quote 05/26/20 – Morbark LLC
- C. Purchase: Televising Sewer Camera
  1. Memo 05/27/20 – Director of Public Services
  2. Quote 06/09/20 – Ferguson Waterworks #3389
- D. Purchase: Water Truck
  1. Memo 05/28/20 – Director of Public Services
  2. Quote 05/27/20 – Versalift Midwest
  3. Photos (5)
- E. Purchase: Pick-Up Truck with Dump Box and Plow
  1. Memo 05/28/20 – Director of Public Services
  2. Quote 05/27/20 – Todd Wenzel Buick GMC
- F. Purchase: Compact Tractor with Backhoe
  1. Memo 05/28/20 – Director of Public Services
  2. Quote 05/27/20 – AIS Construction Equip
- G. Purchase: 5-Yard Dump Truck
  1. Memo 05/28/20 – Director of Public Services
  2. Quote 09/24/19 – Jorgensen Ford Sales, Inc.
  3. Quote 05/28/20 -0 NBC Truck Equipment Inc.
- H. Purchase/Budget Transfer: Administrative Vehicle
  1. Memo 06/06/20 – Director of Public Services
  2. Quote 06/03/20 – Todd Wenzel Buick GMC
- I. Purchase: Public Safety Patrol Vehicles/Equipment
  1. Memo 07/01/20 – Director of Public Safety
  2. Bid 01/15/20 – Signature Ford (Macomb County Contract)
  3. Canfield Equipment Service, Inc.
    - a. Quote No. 132760 06/30/20 (Vehicle 5-7)
    - b. Quote No. 138765 06/30/20 (Vehicle 5-1)
    - c. Quote No. 138766 01/09/20 (DB Vehicle)

4. Kustom Signals, Inc. – Quote 01/20/20
  5. HG2 Lighting Quote
- J. Purchase: Administrative Vehicle - Director of Public Safety
    1. Memo 07/01/20 – Director of Public Safety
    2. Quote – Todd Wenzel Buick GMC (Oakland County Purchase Program)
    3. Quote - Canfield Equipment Service, Inc. - No. 138777 06/30/20
    4. Proposal 01/08/20 – Motorola Solutions
  - K. Purchase: Automatic External Defibrillators (AED's – 11)
    1. Memo 07/01/20 – Director of Public Safety
    2. Quote 02/10/20 – Team Life, Inc.
  - L. Resignation – Beautification Advisory Commission
    1. Letter 06/29/20 – Bonnie Medura
  - M. Budget Amendment: Call Processing Equipment (Grant)
    1. Memo 07/07/20 – Director of Public Safety
    2. Quote 06/12/20 – Carousel Industries
    3. Michigan State Police State 911 Office – Grant Agreement 06/04/20 - 12/31/21
  - N. 2020/21 Non-Union Employee Increases
    1. Committee-of-the-Whole Excerpt 06/08/20
8. BIDS/PROPOSALS/  
CONTRACTS
    - A. Appointed Officials 2020/21 Employment Agreements
      1. City Administrator;
      2. Treasurer/Comptroller;
      3. City Clerk.
  9. RESOLUTION
    - A. Great Lakes Water Authority/Industrial Pretreatment Program (IPP)
      1. Memo 06/27/20 – Director of Public Services
      2. Resolution to Concur with the Rules and Regulations Concerning Industrial Pretreatment Program That Were Adopted By the Great Lakes Water Authority
      3. Email 07/08/20 – City Administrator
        - a. Presentation
        - b. Frequently Asked Questions
        - c. Updated Rules
        - d. Summary of Substantive Changes
  10. CLAIMS/ACCOUNTS
    - A. 2019 Sewer Open Cut Repair Program
      1. Fontana Construction Services Pay Estimate No. 3 05/31/20 - \$113,050.92.

- B. 2019 Sewer Structure Rehabilitation
  - 1. L. Anthony Construction Inc Pay Estimate No. 10 05/31/20 - \$161,933.46.
- C. Milk River Drainage District
  - 1. County of Wayne Invoice 302516 04/06/20 - \$99,590.50;
  - 2. County of Wayne Invoice 302543 04/15/20 - \$99,590.50.
- D. Lake Front Park 2020 Summer Tax Statement
  - 1. City of St. Clair Shores - \$93,823.77.
- E. City Engineer
  - 1. Invoice No. 0125947 04/06/20 - \$11,886.75;
  - 2. Invoice No. 0126615 06/08/20 - \$1,540.00;
  - 3. Invoice No. 0126655 06/10/20 - \$587.15;
  - 4. Invoice No. 0126656 06/10/20 - \$13,212.50;
  - 5. Invoice No. 0126657 06/10/20 - \$8,594.90;
  - 6. Invoice No. 0126658 06/10/20 - \$7,471.00;
  - 7. Invoice No. 0126659 06/10/20 - \$412.00;
  - 8. Invoice No. 0126660 06/10/20 - \$225.45;
  - 9. Invoice No. 0126661 06/10/20 - \$659.20;
  - 10. Invoice No. 0126662 06/10/20 - \$1,852.30.
- F. Assessor
  - 1. WCA Assessing Invoice No. 06172020 06/17/20 – 6,107.58.
- G. Metro Act Attorney-Kitch Drutchas Wagner Valitutti & Sherbrook
  - 1. Invoice #471803 05/31/20 - \$1,290.00;
  - 2. Invoice #473029 06/24/20 - \$990.00.
- H. MTT Attorney
  - 1. Hallahan & Associates, P.C. Invoice No. 17475 06/01/20-06/30/20 - \$482.12.
- I. City Attorney
  - 1. Charles T. Berschback 06/30/20 - \$12,453.75.

11. NEW BUSINESS/PUBLIC COMMENT

12. ADJOURNMENT

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

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

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

Instructions for meeting participation



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

Join Zoom Meeting:

<https://zoom.us/j/97802794388?pwd=NkRTWTNYenIjV3BIVXVLTjMrb1pTQT09>

Meeting ID: 978 0279 4388

Password: 740904

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

Dial by your location

877 853 5247 US Toll-free

888 788 0099 US Toll-free

Meeting ID: 978 0279 4388

Password: 740904

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

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

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

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

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

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

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

OFFICE OF THE CITY ADMINISTRATOR

**Subject: Recommendations for Council Meeting of July 13, 2020**

- Item 3      ACCEPTANCE OF THE AGENDA Prerogative of the City Council that all items on tonight's agenda be received, placed on file, and taken in order of appearance.
- Item 4      APPOINTMENTS
- Item 4A     RE-APPOINTMENTS OF GEORGE MCMULLEN TO COMMISSIONS/COMMITTEES
- Item 4A1   COUNCIL REPRESENTATIVE – COMMUNITY TREE COMMISSION (MAYORAL) Prerogative of the Mayor to re-appoint George McMullen as Council Representative for the Community Tree Commission.
- Item 4A2   COUNCIL REPRESENTATIVE – LOCAL OFFICERS COMPENSATION COMMISSION (MAYORAL) Prerogative of the Mayor to re-appoint George McMullen as Council Representative for the Local Officers Compensation Commission
- Item 4A3   MEMBER – JUDICIAL LIAISON COMMITTEE (MAYORAL) Prerogative of the Mayor to re-appoint George McMullen as a Member on the Judicial Liaison Committee.
- Item 4A4   MEMBER – MAYOR'S MACK AVENUE BUSINESS STUDY COMMITTEE (MAYORAL) Prerogative of the Mayor to re-appoint George McMullen as a Member on the Mayor's Mack Avenue Business Study Committee.
- Item 5      MINUTES Prerogative of the City Council to approve as submitted or make any corrections to the City Council minutes dated June 15, 2020, and to consider recommendations to the City Council as may be contained in the various minutes, namely:
- Item 5B     ELECTION COMMISSION MINUTES DATED JUNE 30, 2020, WITH RECOMMENDATION
- Item 5B1   RATES OF PAY – ELECTION INSPECTORS Prerogative of the City Council to concur with the recommendation of the Election Commission at their meeting held June 30, 2020, and approve the rates of pay as presented.
- Item 6      PUBLIC HEARING
- Item 6A     GENERATOR: JOHN KAROUTSOS, 897 SUNNINGDALE Open the Public Hearing. Receive and place on file all communications pertaining to this request. Hear



any comments, first in support of, second in opposition to, this request. Close the Public Hearing.

The Petitioners are requesting to install a permanent generator in the east side-yard, 11.5 feet from the property line. Section 8-463 requires permanent generators be placed behind the residents at least 15' from the property line, and the Building Official has therefore denied the application.

The applicant states that the generator cannot be placed behind the house because there is not room. Upon inspection it was found that doors and windows that open limit a suitable location to place the generator in accordance with code.

The Building Official states existing landscape will provide screening from both the street and adjoining property. The proposed location will be approximately 20' from the eastern property's garage. A letter of consent has also been received from the affected property owner at 879 Sunningdale. The Building Official recommends approval of the requested variances allowing installation of a Generac 22kw generator to be installed in the side yard within 15' of the east property line at 897 Sunningdale as presented based upon the following facts:

1. Upon review of the property and meeting with the homeowner. Locating the generator in the rear yard behind the residence in compliance with the code would be difficult due to the location of existing doors and windows on the property;
2. The proposed location will have no adverse impact on surrounding residences as the proposed generator will be screened and not be visible from the street or adjoining property. The affected property owner to the east has submitted a letter indicating their consent of the generator placement in the side yard;
3. Contingent upon the completion of generator installation within six months.

Prerogative of the City Council to approve the variances as requested allowing installation of a Generac 22kw generator to be installed in the side yard within 15' of the east property line at 897 Sunningdale as presented based upon the following facts:

1. Upon review of the property and meeting with the homeowner. Locating the generator in the rear yard behind the residence in compliance with the code would be difficult due to the location of existing doors and windows on the property;
2. The proposed location will have no adverse impact on surrounding residences as the proposed generator will be screened and not be visible from the street or adjoining property. The affected property owner to the east has submitted a letter indicating their consent of the generator placement in the side yard;
3. Contingent upon the completion of generator installation within six months.

Item 7            COMMUNICATIONS

Item 7A        PURCHASE ORDERS WITH EXPENSES OVER \$5,000 The Treasurer/Comptroller, in her memo dated June 16, 2020, is requesting Council approve the issuance of open purchase orders for vendors accumulating over \$5,000.00 as presented.



Prerogative of the City Council to approve the issuance of open purchase orders for vendors accumulating over \$5,000.00 as presented.

- Item 7B PURCHASE: CHIPPER The Director of Public Services, in his memo dated May 27, 2020, is requesting to replace the current 1994 Chipper with a 2020 Morbark Eger Beaver 1415 Chipper. Through the Sourcewell cooperative purchasing program for states and government agencies, a bid was obtained from Morbark LLC at a cost of \$42,757.00. The Director recommends approval of this purchase.

I concur with his recommendation and do not believe any benefit will accrue to the City by seeking bids. This item is included in the 2020/21 budget.

Prerogative of the City Council to approve the purchase of a 2020 Morbark Eger Beaver 1415 Chipper from Morbark LLC at a cost of \$42,757.00, funds to be taken from Motor Vehicles Capital Equipment – Public Works Account No. 640-852-977.599.

- Item 7C PURCHASE: TELEVISIONING SEWER CAMERA The Director of Public Services, in his memo dated May 27, 2020, is requesting to replace one of two televising sewer cameras with a Ridgid 200' SeeSnake Camera, which is broken and not able to be repaired. Three quotes were obtained and the Director is recommending this purchase from Fergusons WaterWorks #3389 at a cost of \$11,004.40.

I concur with his recommendation and do not believe any benefit will accrue to the City by seeking bids. This item is included in the 2020/21 budget.

Prerogative of the City Council to approve the purchase of a Ridgid 200' SeeSnake Camera from Fergusons WaterWorks #3389 at a cost of \$11,004.40, funds to be taken from Water/Sewer Equipment Account No. 592-537-977.000.

- Item 7D PURCHASE: WATER TRUCK The Director of Public Services, in his memo dated May 28, 2020, is requesting to replace the City's 2006 water truck due to an increasing number of mechanical issues. A quote for a 2020 Freightliner Water Truck from Versalift Midwest through the MiDeal cooperative purchasing program for state and government agencies in the amount of \$181,869.00. The Director recommends approval of this purchase.

I concur with his recommendation and do not believe any benefit will accrue to the City by seeking bids. This item is included in the 2020/21 budget.

Prerogative of the City Council to approve the purchase of a 2020 Freightliner Water Truck from Versalift Midwest in the amount of \$181,869.00, funds to be taken from Motor Vehicles Capital Equipment – Public Works Account No. 640-852-977.599.

- Item 7E PURCHASE: PICK-UP TRUCK WITH DUMP BOX AND PLOW The Director of Public Services, in his memo dated May 28, 2020, is requesting to replace the current 2003 vehicle that is experiencing mechanical and hazardous rot issues. A quote was received from Todd Wenzel Buick GMC through the Oakland County Bid purchase



program in the amount of \$46,021.00 for a 2021 GMC 2500HD 4WD Regular Cab Pickup with dump box and plow. The Director recommends approval of this purchase.

I concur with his recommendation and do not believe any benefit will accrue to the City by seeking further bids. This item is included in the 2020/21 budget.

Prerogative of the City Council to approve the purchase of a GMC 2500HD 4WD Regular Cab Pickup with dump box and plow from Todd Wenzel Buick GMC in the amount of \$46,021.00, funds to be taken from Motor Vehicles Capital Equipment – Public Works Account No. 640-852-977.599.

Item 7F

PURCHASE: COMPACT TRACTOR WITH BACKHOE The Director of Public Services, in his memo dated May 28, 2020, is requesting to replace a 2008 John Deere Tractor due to age, lack of power, lack of available replacement parts, and hazardous rot. A quote was obtained for a John Deere 3033R Compact Utility Tractor with Backhoe in the amount of \$56,974.79 from AIS Construction Equipment through the MiDeal cooperative purchasing program for state and government agencies. The Director recommends approval of this purchase.

I concur with his recommendation and do not believe any benefit will accrue to the City by seeking further bids. This item is included in the 2020/21 budget.

Prerogative of the City Council to approve the purchase of a John Deere 3033R Compact Utility Tractor with Backhoe in the amount of \$56,974.79 from AIS Construction Equipment, with funds to be taken from Motor Vehicles Capital Equipment – Public Works Account No. 640-852-977.599.

Item 7G

PURCHASE: 5-YARD DUMP TRUCK The Director of Public Services, in his memo dated May 28, 2020, is requesting to replace a 1999 GMC 10-yard dump truck due to an increasing number of mechanical issues and hazardous rot. A quote was obtained for a 2021 Ford F-750 Regular Cab Diesel with a plow and salt spreader through the MiDeal cooperative purchasing program for state and government agencies from Jorgensen Ford Sales in the amount of \$128,683.08. This price includes delivery and a 60-month engine, transmission and frame rail warranty. The Director recommends approval of the purchase.

I concur with his recommendation and do not believe any benefit will accrue to the City by seeking further bids. This item is included in the 2020/21 budget.

Prerogative of the City Council to approve the purchase of a 2021 Ford F-750 Regular Cab Diesel with a plow and salt spreader from Jorgensen Ford Sales in the amount of \$128,683.08, including delivery and a 60-month engine, transmission and frame rail warranty, funds to be taken from Motor Vehicles Capital Equipment – Public Works Account No. 640-852-977.599.

Item 7H

PURCHASE/BUDGET TRANSFER: ADMINISTRATIVE VEHICLE The Director of Public Services, in his memo dated June 6, 2020, is requesting to replace a 2004 Park Pickup Truck (PR-4) that was involved in an accident and deemed a total loss. The City received \$3,700.00 from the insurance claim. Due to a need for a working truck, the



Director provided park staff his pick-up truck and has been using Administration's vehicle in the meantime leaving administration short one vehicle. A quote was received for a 2020 GMC Terrain AWD 4-door SLE Utility Vehicle from Todd Wenzel Buick GMC through the Oakland County Bid in the amount of \$26,241.00. The Director is recommending approval of this purchase.

I concur with his recommendation and do not believe any benefit will accrue to the City by seeking further bids. This item was not included in the 2020/21 budget and will require a fund balance transfer from the Motor Vehicle Prior Year Fund Balance.

Prerogative of the City Council to approve the purchase of a 2020 GMC Terrain AWD 4-door SLE Utility Vehicle from Todd Wenzel Buick GMC in the amount of \$26,241.00; and, to approve a budget transfer in the amount of \$26,241.00 from the Motor Vehicle Prior Year Fund Balance Account No. 640-000-697.000 into the Motor Vehicles Capital Equipment – General Account No. 640-852-977.299.

Item 71 PURCHASE: PUBLIC SAFETY PATROL VEHICLES/EQUIPMENT The Director of Public Safety, in his memo dated July 1, 2020, is requesting to replace two public safety vehicles due to high mileage, age, and condition of the vehicles. A quote was obtained to purchase two (2) Ford Interceptor utility vehicles from Signature Ford through the Macomb County Contract for municipal pricing in the amount of \$68,638.00, including 36,000 miles/36 month warranty and 100,000 miles/60 months powertrain warranty. The Director is recommending these purchases. As indicated in his memo, additional costs include the following:

Canfield Equipment - Build-Out Equipment/Installation	\$26,007.55
Kustom Signals, Inc – 1-Golden Eagle Radar/27 month warranty	\$ 2,348.00
Majik Graphics – Remove old/apply new graphics	\$ 1,178.00
HG2 – 2-Crossfire license plates/shipping	<u>\$ 858.00</u>
	<u>\$30,391.55</u>
2 Ford Interceptor utility vehicles	<u>\$68,638.00</u>
Total	\$99,029.55

I concur with his recommendation and do not believe any benefit will accrue to the City by seeking bids. These items are included in the 2020/21 budget. Both vehicles will be repurposed, one for Public Safety training and the other to Public Works – Park Ranger.

Prerogative of the City Council to approve the purchase of two (2) Ford Interceptor utility vehicles from Signature Ford in the amount of \$68,638.00, including 36,000 miles/36 month warranty and 100,000 miles/60 months powertrain warranty, in addition to the following services:

Canfield Equipment - Build-Out Equipment/Installation	\$26,007.55;
Kustom Signals, Inc – 1-Golden Eagle Radar/27 month warranty	\$ 2,348.00;
Majik Graphics – Remove old/apply new graphics	\$ 1,178.00;
HG2 – 2-Crossfire license plates/shipping	\$ 858.00.

for a total cost not to exceed \$99,029.55, funds to be taken from the Vehicle Maintenance – Public Safety Account No. 640-852-977.349.



Item 7J

PURCHASE: ADMINISTRATIVE VEHICLE – DIRECTOR OF PUBLIC SAFETY

The Director of Public Safety, in his memo dated July 1, 2020, is request to purchase a 2020 GMC Terrain for his use. A quote was obtained through Todd Wenzel Buick GMC through the Oakland County Inter-governmental Cooperative purchasing program in the amount of \$24,665.00 including driver alert and driver convenience package. The Director is recommending this purchase. As indicated in his memo, additional costs include the following:

Canfield Equipment – Equipment Installation/Mounting	\$ 3,588.68
Motorola Solutions – Mobile Radio/3-Year Warranty	\$ 4,209.37
	<u>\$ 7,798.05</u>
GMC Terrain	<u>\$24,665.00</u>
Total	<u>\$32,463.05</u>

I concur with his recommendation and do not believe any benefit will accrue to the City by seeking bids. This item is included in the 2020/21 budget, however falls short \$463.05 of the budgeted amount (\$30,000.00.) Funds are available in the account to cover the overage. The Director’s current vehicle will replace a 2008 Ford Crown Victoria with 90,062 miles, which will be rotated out of the fleet and sent to auction.

Prerogative of the City Council to approve the purchase of a 2020 GMC Terrain from Todd Wenzel Buick GMC in the amount of \$24,665.00 including driver alert and driver convenience package in addition to the following services:

Canfield Equipment – Equipment Installation/Mounting	\$ 3,588.68
Motorola Solutions – Mobile Radio/3-Year Warranty	\$ 4,209.37

for a total cost not to exceed \$32,463.05, funds to be taken from Vehicle Maintenance – Public Safety Account No. 640-852-977.349.

Item 7K

PURCHASE: AUTOMATIC EXTERNAL DEFIBRILLATORS (AED’S -11)

The Director of Public Safety, in his memo dated July 1, 2020, is requesting to replace eleven (11) AED’s used in Public Safety vehicles and throughout City Hall. Quotes were obtained. The Director recommends the purchases from the company with the lowest quote, Team Life, Inc. at a cost of \$1,449.00 each, or \$15,939.00, less \$250.00 trade-in on five (5) current units subtotaling to \$15,689.00. Additional costs include \$1,501.50 for eleven (11) pads and \$187.00 for shipping, for a total cost in the amount of \$17,377.50.

I concur with his recommendation and do not believe any benefit will accrue to the City by seek bids. This item is included in the 2020/21 budget.

Prerogative of the City Council to approve the purchase of eleven (11) AED’s from Team Life, Inc. at a cost of \$1,449.00 each, or \$15,939.00, less \$250.00 trade-in on five (5) current units; \$1,501.50 for eleven (11) pads and \$187.00 for shipping, for a total cost in the amount of \$17,377.50, funds to be taken from Minor Equipment Account No. 101-310-970.000.



Item 7L RESIGNATION – BEAUTIFICATION ADVISORY COMMISSION Prerogative of the Mayor to accept the resignation of Bonnie Medura from the Beautification Commission with regret and direct that appropriate thanks and recognition be sent to Ms. Medura.

Item 7M BUDGET AMENDMENT: CALL PROCESSING EQUIPMENT (GRANT) The Director of Public Safety, in his memo dated July 7, 2020, is requesting approval to proceed with the acceptance of the Call Processing Equipment Grant for an additional amount of \$8,500.00. This grant was previously addressed and approved by Council on May 18, 2020, in the amount of \$11,269.20 to Carousel Industries. Carousel then advised there was an error in the quote as Carousel Industries labor services including installation of the firewall and services onsite, coordination and testing with the Peninsula Fiber Network, and VESTA configuration changes were not included. At a new total project cost in the amount of \$19,769.20, the City is responsible for 5%, or \$988.45. The Director recommends approval of the budget amendment.

I concur with his recommendation. This item is not included in the 2020/21 budget.

Prerogative of the City Council to approve an additional budget amendment for the Call Processing Equipment Grant in the amount of \$8,500.00 from Capital Improvement Account No. 420-000-697.000 into Improvements – Public Safety Account No. 420-902-977.002.

Item 7N 2020/21 NON-UNION EMPLOYEE INCREASES Prerogative of the City Council to concur with the recommendation of the Committee-of-the-Whole at the meeting held June 8, 2020, and approve, effective July 1, 2020, a 2.5% wage increase, excluding appointed officials, for full-time and permanent part-time non-union employees who have been in their positions for twelve (12) months or more months with a continuation of five (5) unpaid furlough days.

Item 8 BIDS/PROPOSALS/CONTRACTS

Item 8A APPOINTED OFFICIALS 2020/21 EMPLOYMENT AGREEMENTS Prerogative of the City Council to extend the contracts of the City Administrator, the City Clerk, and the Treasurer/Comptroller, from July 1, 2020, to June 30, 2021, with a 2.5% increase in compensation, and to authorize the Mayor to sign the contracts as submitted.

Item 9 RESOLUTION

Item 9A GREAT LAKES WATER AUTHORITY (GLWA) /INDUSTRIAL PRETREATMENT PROGRAM (IPP) In the Director of Public Services memo dated June 27, 2020, he states that the Great Lakes Water Authority Board of Directors has adopted an updated set of rules including added language regarding the regulation of per- and poly- fluoroalkyl substances (PFAS). These substances are manufactured chemicals used in products that resist heat, oil, stains, and water. In addition to the GLWA, the City of Detroit, the Counties of Wayne, Oakland, and Macomb, industry representatives, and environmental groups and attorneys were involved in developing the updated rules. The City Attorney has reviewed and approved the rules for Council's consideration. The Director recommends adoption of the Resolution.



I concur with his recommendation.

Prerogative of the City Council to adopt the Resolution entitled *Resolution of the City of Grosse Pointe Woods to Concur in the Rules and Regulations Concerning Industrial Pretreatment Program That Were Adopted by the Great Lakes Water Authority.*

Item 10

CLAIMS AND ACCOUNTS Prerogative of the City Council to approve payment of Items 10A – 10I as listed on the Council agenda and as identified in the pink sheet in the respective amounts and accounts listed, as follows:

A.	2019 Sewer Open Cut Repair Program 1. Fontana Construction Services Pay Estimate No. 3 05/31/20 - \$113,050.92; Account No. 592-537-976.002.
B.	2019 Sewer Structure Rehabilitation 1. L. Anthony Construction Inc. Pay Estimate No. 10 05/31/20 - \$161,933.46; Account Nos: a. 202-451-974.200 - \$1,067.53; b. 203-451-974.200 - \$22,417.74; c. 592-537-975.400 - \$27,427.03; d. 592-537-976.002 - \$111,021.18.
C.	Milk River Drainage District 1. County of Wayne Invoice 302516 04/06/20 - \$99,590.50; Account No. 365-445-992.200. 2. County of Wayne Invoice 302543 04/15/20 - \$99,590.50; Account No. 365-445-992.200.
D.	Lake Front Park 2020 Summer Tax Statement 1. City of St. Clair Shores - \$93,823.77; Account Nos: a. 101-774-938.000 - \$83,823.77; b. 594-785-938.000 - \$10,000.00.
E.	City Engineer 1. Invoice No. 0125947 04/06/20 - \$11,886.75; Account No. 592-537-976.001. 2. Invoice No. 0126615 06/08/20 - \$1,540.00; Account No. 592-537-978.300. 3. Invoice No. 0126655 06/10/20 - \$587.15; Account No. 202-451-974.803. 4. Invoice No. 0126656 06/10/20 - \$13,212.50; Account Nos: a. 202-451-974.201 - \$119.03; b. 203-451-974.201 - \$2,499.66; c. 592-537-975.401 - \$1,695.01; d. 592-537-976.001 - 8,898.80. 5. Invoice No. 0126657 06/10/20 - \$8,594.90; Account No. 592-537-976.001. 6. Invoice No. 0126658 06/10/20 - \$7,471.00; Account Nos: a. 202-451-974.201 - \$612.38; b. 203-451-977.803 - \$5,021.49; c. 203-451-974.201 - \$1,306.40;



	<p>d. 592-537-975.401 - \$7,471.00.</p> <p>7. Invoice No. 0126659 06/10/20 - \$412.00; Account No. 592-537-977.310.</p> <p>8. Invoice No. 0126660 06/10/20 - \$225.45; Account No. 592-537-977.000.</p> <p>9. Invoice No. 0126661 06/10/20 - \$659.20; Account No. 592-537-818.000.</p> <p>10. Invoice No. 0126662 06/10/20 - \$1,852.30; Account No. 420-451-974.201.</p>
F.	<p>Assessor</p> <p>1. WCA Assessing Invoice No. 06172020 06/17/20 - 6,107.58; Account No. 101-224-818.000.</p>
G.	<p>Metro Act Attorney-Kitch Drutchas Wagner Valitutti &amp; Sherbrook</p> <p>1. Invoice #471803 05/31/20 - \$1,290.00; Account No. 101-210-812.000.</p> <p>2. Invoice #473029 06/24/20 - \$990.00; Account No. 101-210-812.000.</p>
H.	<p>MTT Attorney</p> <p>1. Hallahan &amp; Associates, P.C. Invoice No. 17475 06/01/20-06/30/20 - \$482.12; Account No. 101-210-801.301.</p>
I.	<p>City Attorney</p> <p>1. Charles T. Berschback 06/30/20 - \$12,453.75; Account Nos:</p> <p>a. 101-210-810.000 - \$8,408.75;</p> <p>b. 101-210-810.100 - \$2,983.75;</p> <p>c. 101-210-810.200 - \$968.75;</p> <p>d. 101-210-810.301 - \$77.50;</p> <p>e. 101-210-810.000 - \$15.00.</p>

Item 11 NEW BUSINESS/PUBLIC COMMENT

Respectfully submitted,



Bruce J. Smith  
City Administrator

MINUTES OF THE REGULAR CITY COUNCIL MEETING OF THE CITY OF GROSSE  
POINTE WOODS HELD REMOTELY ON MONDAY, JUNE 15, 2020.

The Facilitator’s statement was provided.

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

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

Also Present: City Administrator Smith  
City Attorney Berschback  
Treasurer/Comptroller Behrens  
City Clerk Hathaway  
Deputy City Clerk/Facilitator Antolin  
Director of Public Safety Kosanke  
Director of Public Services Schulte  
Building Official Tutag  
Recreation Supervisor Gerhart  
Communications Coordinator Treuter

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

Motion carried by the following vote:  
Yes: Bryant, Gafa, Granger, Koester, McConaghy, Novitke  
No: None  
Absent: None

Motion by Granger, seconded by McConaghy, regarding **appointment – Grosse Pointe Public Library Board**, that the City Council appoint Thomas G. Peck as the Grosse Pointe Woods Public Library Board representative with a term to expire June 30, 2024.

Motion carried by the following vote:  
Yes: Bryant, Gafa, Granger, Koester, McConaghy, Novitke  
No: None  
Absent: None

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

1. City Council Minutes dated June 1, 2020, and June 8, 2020.

Motion carried by the following vote:

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

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

1. Committee-of-the-Whole Minutes dated June 8, 2020.

Motion carried by the following vote:

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

Motion by Bryant, seconded by Gafa, regarding **2020/21 Appointed Officials contracts and compensation**, that the City Council concur with the recommendation of the Compensation and Evaluation Committee at their meeting held May 20, 2020, and extend the contracts of the City Administrator, the City Clerk, and the City Treasurer/Comptroller from July 1, 2020, through June 30, 2021, with a 2.5% increase in compensation.

Motion carried by the following vote:

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

Motion by Bryant, seconded by Koester, regarding **City Attorney**, that the City Council concur with the recommendation of the Compensation and Evaluation Committee at their meeting held June 1, 2020, that the hourly rate of the City Attorney remain at \$155.00 with no written contract.

Motion carried by the following vote:

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

The City Administrator provided an overview regarding **reopening the pool** including restrictions and measures.

Motion by Granger, seconded by Bryant, regarding **pool closure**, that the City Council adopt the Lake Front Park Reopening Plan with the addition of no guest privileges be issued.

Motion by Granger, seconded by Bryant, to amend the previous motion by inserting, ... issued “but allow flexibility to administration to address issues as they arise.”

Motion carried by the following vote:

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

Motion by McConaghy, seconded by Gafa, regarding **PA 302 fund/budget transfers**, that the City Council authorize the expense of \$42,633.49 from the P.A. 302 Fund budget line No. 211-320-960.000, Training-PA 302, and to credit General Fund expense budget line No. 101-310-961.000, Training-PA 302; and to approve a budget transfer of \$4,172.00 from the P.A. 302 budget line No. 211-000-694.000, Other Income, into the General Fund budget line No. 101-000-694.400, Public Safety Misc. Receipts.

Motion carried by the following vote:

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

Motion by McConaghy, seconded by Gafa, regarding **Budget Amendment FY 2019/20 and FY 2020/21**, that the City Council authorize a budget amendment in the amount of \$5,000.00 in FY 2019/20 from budget line No. 598-000-999.101, transfer to General Fund budget line No. 101-000-699.598, transfer from Commodity Sales; and budget amendment in FY 2020/21 from budget line No. 598-000-999.101, transfer to General Fund budget line No. 101-000-699.598, transfer from Commodity Sales, to cover the administrative oversight fees for this fund for both fiscal years listed.

Motion by McConaghy, seconded by Gafa, to amend the previous motion to state regarding Budget Amendment FY 2019/20 and FY 2020/21, that the City Council authorize a budget amendment in the amount of \$5,000.00 in FY 2019/20 from budget line No. 598-000-999.101, transfer to General Fund budget line No. 101-000-699.598, transfer from Commodity Sales; and budget amendment in the amount of \$5,105.00 in FY 2020/21 from budget line No. 598-000-999.101, transfer to General

Fund budget line No. 101-000-699.598, transfer from Commodity Sales, to cover the administrative oversight fees for this fund for both fiscal years listed.

Motion carried by the following vote:

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

Motion by Koester, seconded by Granger, regarding **contributions to Retiree Health Care Trust Fund**, that the City Council approve the transfer of \$50,000.00 to the Retiree Health Care Trust Fund held at Charles Schwab for payment toward Other Post-Employment Benefits (OPEB) to be taken from account No. 101-299-999.736.

Motion carried by the following vote:

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

Motion by Gafa, seconded by Granger, regarding **fire truck financing**, that the City Council approve the Lease Agreement with Comerica Bank for the fire truck financing, and to authorize the City Administrator to sign said Agreement.

Motion carried by the following vote:

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

Motion by Granger, seconded by Gafa, regarding **commit fund balance – repairs/equipment**, that the City Council commit Fund Balance in the total amount of \$3,306,502.18 in the following funds for the year ending June 30, 2020:

1. \$14,836.97 in the General Fund;
2. \$120,186.92 in the Major Road Fund;
3. \$243,807.44 in the Local Road Fund;
4. \$306,897.81 in the Municipal Improvement Fund;
5. \$261,269.20 in the Capital Improvement Fund;
6. \$39,000.00 in the Commodities Fund;

7. \$12,940.00 in the Parking Fund;
8. \$1,597,957.70 in the Water/Sewer Fund;
9. \$709,606.40 in the Motor Vehicle Fund.

Motion carried by the following vote:

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

Motion by Koester, seconded by McConaghy, regarding **request for sidewalk sale – Avenue in the Woods**, that the City Council approve the request of The Avenue in the Woods to hold a sidewalk sale on Saturday, July 18, 2020, from 9:00 a.m. to 5:00 p.m., contingent upon all merchants adhering to all COVID-19 restrictions and all pedestrian and traffic laws are followed.

Motion carried by the following vote:

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

The City Attorney provided an overview regarding **Verizon’s Small Cell Permit Request**.

Motion by Bryant, seconded by Granger, regarding Verizon Small Cell Permit Request – Metro Act, that the City Council approve the Verizon Small Cell Application and authorize the City Administrator to sign the Small Wireless Facilities Permit.

The City Attorney was asked to contact Mike Watza regarding underground cabling.

Motion carried by the following vote:

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

Motion by Gafa, seconded by Granger, regarding **Public Safety Annual Report**, that the City Council receive and place on file this report.



Motion carried by the following vote:

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

Motion by McConaghy, seconded by Koester, regarding **Monthly Financial Report – May 2020**, that the City Council refer this report to the Finance Committee.

Motion carried by the following vote:

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

Motion by Bryant, seconded by Gafa, regarding **contract: janitorial services – Municipal Building**, that the City Council approve a contract with Triple F Commercial Cleaning Services to provide janitorial services for the municipal building from July 1, 2020, through June 30, 2021, in a total amount not to exceed \$13,000.00, funds to be taken from Account No. 101-444-818.000, and to authorize the City Administrator to sign the contract, contingent upon receipt of appropriate insurance.

Motion carried by the following vote:

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

Motion by Koester, seconded by Bryant, regarding **contract: trucking services**, that the City Council approve the Agreement with Grosso Trucking & Supply Co. for trucking services from July 1, 2020, through June 30, 2021, in an amount not to exceed \$84,000.00, funds to be taken from Account No. 226-528-818.000; and, to authorize the City Administrator to sign said Agreement, contingent upon receipt of appropriate insurance.

Motion carried by the following vote:

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

Motion by McConaghy, seconded by Granger, regarding **contract: 2020/21 tree removal**, that the City Council approve a contract extension with Arbor Pro Tree Service, Inc. to perform tree removal services from July 1, 2020, through June 30, 2021, in a total amount not to exceed \$40,000.00, funds to be taken from Account No. 101-465-818.000, and to authorize the City Administrator to sign the contract, contingent upon receipt of appropriate insurance.

Motion carried by the following vote:

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

Motion by Gafa, seconded by Granger, regarding **FY 2020/21 Industrial Waste Control (IWC) Charges Resolution**, that the City Council adopt the FY 2020/21 Industrial Waste Control Charge Resolution as presented.

Motion carried by the following vote:

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

Motion by Koester, seconded by Granger, regarding **Wayne County Annual Permit Community Resolutions**, that the City Council concur with the Director of Public Services and the City Administrator's recommendation to adopt the Model Community Resolutions authorizing execution of the annual maintenance permit, the annual pavement restoration permit and the annual permit for special events, authorize the Director of Public Services to sign the permits, and authorize the City Clerk to forward said documents to Wayne County.

Motion carried by the following vote:

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

Motion by McConaghy, seconded by Bryant, regarding **FY 2019/20 Year-End Budget Amendments**, that the City Council adopt the FY 2019/20 Budget Amendment Resolution as presented.

Motion carried by the following vote:

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

Motion by Granger, seconded by Bryant, regarding **claims/accounts**, that the City Council approve payment of Items 9A – 9F as listed on the Council agenda and as identified in the pink sheet in the respective amounts and accounts listed, as follows:

- A. 2019 Sewer Open Cut Repair Program
  - 1. Fontana Construction Pay Estimate No. 2 05/03/20 - \$53,866.71;  
Account No. 592-537-976.002.
- B. 2019 Road Program
  - 1. Florence Cement Co. Pay Estimate No. 5 05/03/20 - \$17,026.59:
    - a. Account No. 202-451-974.200 - \$823.72;
    - b. Account No. 203-451-977.804 - \$13,731.73;
    - c. Account No. 592-537-975.400 - \$1,757.26;
    - d. Account No. 203-451-974.200 - \$713.89.
- C. 2019 Sewer Structure Rehabilitation
  - 1. L. Anthony Construction Pay Estimate No. 9 05/03/20 - \$26,825.28:
    - a. Account No. 202-451-974.200 - \$176.84;
    - b. Account No. 203-451-974.200 - \$3,713.64;
    - c. Account No. 592-537-975.400 - \$4,543.46;
    - d. Account No. 592-537-976.002 - \$18,391.35.
- D. Professional Services - McKenna
  - 1. Invoice No. 21849-25 06/03/20 - \$1,500.00; Account No. 101-180-818.000.
- E. Professional Services – Hallahan & Associates, P.C.
  - 1. Invoice No. 17358 05/01-31/20 - \$64.28; Account No. 101-210-801.300.
- F. Labor Attorney – Keller Thoma
  - 1. Invoice No. 118547 06/01/20 - \$608.75; Account No. 101-201-801.000.

Motion carried by the following vote:

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

Hearing no objections, the following items were heard under New Business:

- **Storm damage emergency expenses** – The City Administrator provided an overview regarding his memo dated June 15, 2020, regarding damage caused around the City as a result of the severe storm occurring on Wednesday, June 10, 2020. The Director of Public Services and the City Administrator recommended approval of emergency funds in the total amount of \$28,800.00 for Arbor Pro to assist with damage clean-up.

Motion by Gafa, seconded by McConaghy, that the City Council approve an emergency expenditure previously authorized by the City Administrator in the amount of \$14,400.00 for Arbor Pro to assist with four-days of damage clean-up, and to approve an additional four days to further complete cleanup in the amount of \$14,400.00, for a total amount not to exceed \$28,800.00.

Motion carried by the following vote:

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

Motion by Bryant, seconded by Granger, regarding emergency expenditure, that the following documents be received and placed on file:

1. Memo 06/15/20 – City Administrator;
2. Memo 06/15/20 – Director of Public Services.

Motion carried by the following vote:

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

- The City Attorney provided an overview regarding **Court of Appeals** pertaining to **annexation of Provencal**, and discussed a Letter of Engagement with Rosati Schultz Joppich & Amtsbuechler to represent the City.

Motion by McConaghy, seconded by Bryant, regarding Court of Appeals – Annexation of Provencal, that the City Council approve the Engagement Letter from Rosati Schultz Joppich & Amtsbuechler to represent the City regarding the Provencal annexation case in the Court of Appeals, to address the issue of assets and liabilities, and to authorize the City Administrator to sign the letter.

Motion carried by the following vote:

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

- The Mayor discussed the **vacancy on City Council** and asked the City Council to consider appointing George McMullen to fill the vacancy. It was necessary for Mr. McMullen to resign his position due to health concerns, however because his health has greatly improved he wishes to be considered for appointment to fill the seat that he previously vacated.

Motion by Bryant, seconded by, Granger, that George McMullen be appointed to fill the vacant City Council seat for the remainder of the term (secretary's note: expiring November 2021).

Motion carried by the following vote:

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

Nobody wished to be heard under Public Comment.

Motion by Bryant, seconded by Granger, to adjourn tonight's meeting at 8:17 p.m. PASSED UNANIMOUSLY.

Respectfully submitted,

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Lisa Kay Hathaway  
City Clerk

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Robert E. Novitke  
Mayor



MINUTES OF THE ELECTION COMMISSION MEETING OF THE CITY OF GROSSE POINTE WOODS  
HELD REMOTELY ON TUESDAY, JUNE 30, 2020.

Facilitator’s Statement was presented.

The Chair called the meeting to order at 3:02 p.m.

Roll Call: Chair/City Clerk Lisa Hathaway  
Council Representative Gafa (phone)  
City Attorney Chip Berschback

Absent: None

Also Present: City Clerk Hathaway  
Deputy City Clerk/Facilitator Paul Antolin

Motion by Gafa, seconded by Berschback, that all items on the agenda be received, placed on file, and taken in order of appearance.

Motion carried by the following vote:

Yes: Berschback, Gafa, Hathaway  
No: None  
Absent: None

Motion by Gafa, seconded by Berschback, regarding **Certification of Election Inspectors and Receiving Boards and Rates of Pay** for the August 4, 2020, Presidential Primary Election, that the Election Commission approve the list of Election Inspectors as presented and recommend the City Council approve the rates of pay as presented.

Motion carried by the following vote:

Yes: Berschback, Gafa, Hathaway  
No: None  
Absent: None

Hearing no objections, the following items were discussed under New Business:

- The Chair reported 3,955 absent voter ballots were shipped today by bulk mail; approximately double the usual quantity at this time prior to an election.

- The Chair provided an update regarding temporary precinct relocations. An article was published in the Grosse Pointe News, there will be two publications in the *Happenings* beginning this week, and again just prior to the election, direct mailer post cards are being prepared, signs to be posted on relocated precincts have been made, and requests have been made to send information out by the City's email group and post to the website.
- Notices have been published in the *Happenings* for Election workers, and a contact has been made with the League of Women Voters, which is recruiting.

Nobody wished to be heard under Public Comment.

Motion by Berschback, seconded by Gafa, that today's meeting minutes be approved for presentation to City Council at their meeting on July 13, 2020.

Motion carried by the following vote:

Yes: Berschback, Gafa, Hathaway

No: None

Absent: None

Motion by Gafa, seconded by Berschback, that the meeting be adjourned at 3:09 p.m. PASSED UNANIMOUSLY.

Respectfully submitted,

Lisa Kay Hathaway  
Chair/City Clerk



## CITY OF GROSSE POINTE WOODS

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

### Certification of Board of Election Inspectors

The undersigned, members of the Election Commission of the City of Grosse Pointe Woods, for the *August 4, 2020, State Primary Election*, do hereby certify the following:

1. The number of members of the Board of Election Inspectors shall be seven (7) in each precinct, seven (7) each in two (2) absent voter counting boards; one (1) of whom shall be designated as Chair, and one (1) of whom shall be designated as Co-Chair. One additional Inspector may be appointed to some precincts as needed.
2. The flat rate compensation for all regular precincts and absent voter counting board(s) shall be as follows:

\$175.00	Chair
160.00	Co-Chair
135.00	Inspector
90.00	Intern
3. If necessary, the City Clerk is authorized to appoint Election Inspectors to vacancies on the Board of Inspectors due to refusal or failure to serve. There shall be at all times during the times the polls are open a majority of Board of Election Inspectors on duty and there shall be at least one from each major political party: Republican and Democrat.
4. The number of members of the three Receiving Boards shall be six (6) total. The flat rate compensation for all receiving board members shall be \$50.00.
5. The members of the Board of Election Inspectors and Receiving Board for the above election are listed on the attached summary.

Respectfully submitted,

#### ELECTION COMMISSION

Lisa Kay Hathaway, City Clerk/Chair  
Kenneth Gafa, Council Member Representative  
Charles T. Berschback, City Attorney  
Dated: June 30, 2020

Attachment



	LAST	FIRST	ADDRESS1	ADDRESS2	TITLE	PTY	PHONE NUM
1	CLOR	KYLE	1796 VERNIER RD	GROSSE POINTE WOODS, MI 48236	CHAIR	REP	313-475-2359
1	KOTES	AMANDA	18063 WINSOME RD	FRASER, MI 48026	CO-CHAIR	DEM	586-943-0592
1	SOLTERISCH	LINDA	1930 LOCHMOOR BLVD	GROSSE POINTE WOODS, MI 48236	INSPECTOR	REP	313-701-3142
1	BURKHARDT	JUDITH	2039 COUNTRY CLUB DR	GROSSE POINTE WOODS, MI 48236	INSPECTOR	DEM	313-530-5595
1	KURDZIEL	DANIEL	1852 KENMORE	GROSSE POINTE WOODS, MI 48236	INSPECTOR	DEM	313-378-1853
1	WALSH	SEAN	1313 HAWTHORNE	GROSSE POINTE WOODS, MI 48236	INSPECTOR	REP	586-282-4485
2	STELLINGWERF	FRANK	1575 FAIRHOLME RD	GROSSE POINTE WOODS, MI 48236	CHAIR	REP	313-882-5232
2	MASSERANG	JUDITH	20104 E. BALLANTYNE CT.	GROSSE POINTE WOODS, MI 48236	CO-CHAIR	DEM	313-886-6945
2	GROSSO	LORI	1251 PAGET COURT	GROSSE POINTE WOODS, MI 48236	CO-CHAIR	DEM	313-878-8500
2	ZELENOCK	CAMILLE	2112 STANHOPE ST	GROSSE POINTE WOODS, MI 48236	INSPECTOR	REP	313-605-7474
2	CONGER	DWIGHT	633 S. HIGBIE PL	GROSSE POINTE WOODS, MI 48236	INSPECTOR	REP	313-319-0318
2	TILCHEN	NANCY	1072 N. BRYN DR	GROSSE POINTE WOODS, MI 48236	INSPECTOR	DEM	313-460-4103
3	POPKIN	DEBRA	1681 ROSLYN RD	GROSSE POINTE WOODS, MI 48236	CHAIR	DEM	313-882-4699
3	THIBODEAU	ROY	1860 BROADSTONE	GROSSE POINTE WOODS, MI 48236	CO-CHAIR	REP	313-882-3877
3	ROUSSEAU	JANE	755 VERNIER	GROSSE POINTE WOODS, MI 48236	INSPECTOR	DEM	313-574-5212
3	COLBORN	TED	2009 LOCHMOOR	GROSSE POINTE WOODS, MI 48236	INSPECTOR	DEM	313-885-5577
3	SALIVE	LAURENCE	1184 HOLLYWOOD	GROSSE POINTE WOODS, MI 48236	INSPECTOR	DEM	586-212-9587
3	STATHIS	DEMETRIOS	741 BRIARCLIFF	GROSSE POINTE WOODS, MI 48236	INSPECTOR	REP	313-720-3111
4	PERRY	DAVID	2065 VAN ANTWERP	GROSSE POINTE WOODS, MI 48236	CHAIR	DEM	313-882-1673
4	PROFETA	JIM	534 SADDLE LN.	GROSSE POINTE WOODS, MI 48236	CO-CHAIR	REP	313-882-5042
4	KRAMB	MICHAEL	1610 HAWTHORNE	GROSSE POINTE WOODS, MI 48236	INSPECTOR	DEM	313-605-5256
4	ROMANO	FRANK	40 RIVER LANE	GROSSE POINTE WOODS, MI 48236	INSPECTOR	DEM	313-881-4285
5	HIGLEY	DENVER	2041 STANHOPE ST	GROSSE POINTE WOODS, MI 48236	CHAIR	REP	313 805-2705
5	LEO	JUDITH	20718 YOUNG LANE	GROSSE POINTE WOODS, MI 48236	CO-CHAIR	DEM	313-310-9936
5	VANASSCHE	JOHN	2134 VAN ANTWERP	GROSSE POINTE WOODS, MI 48236	INSPECTOR	DEM	313-618-4849
5	DABOUL	RITA	1297 LOCHMOOR	GROSSE POINTE WOODS, MI 48236	INSPECTOR	DEM	313-407-2242
5	GOOSEN	SAMUEL	2018 STANHOPE	GROSSE POINTE WOODS, MI 48236	INSPECTOR	REP	313-205-3200
5	HRABOVSKY	JANICE	618 N. HIGBIE PL	GROSSE POINTE WOODS, MI 48236	INSPECTOR	DEM	313-704-0050
5	THOMAS	COLLEEN	2036 HOLLYWOD	GROSSE POINTE WOODS, MI 48236	INSPECTOR	REP	248-705-3688

6	MCGOVERN	ROBERT D.	808 SHOREHAM RD	GROSSE POINTE WOODS, MI 48236	CHAIR	REP	313-715-3253
6	OTIOTIO	JOSEPHINE	2022 ROSLYN	GROSSE POINTE WOODS, MI 48236	CO-CHAIR	DEM	414-336-5868
6	PRIMO	JANICE	1748 SEVERN	GROSSE POINTE WOODS, MI 48236	INSPECTOR	REP	313-886-8595
6	JACKSON	CHRISTINA	1899 KENMORE	GROSSE POINTE WOODS, MI 48236	INSPECTOR	DEM	313-610-3519
6	DIXON	JONATHAN	1091 S.RENAUD	GROSSE POINTE WOODS, MI 48236	INSPECTOR	REP	313-882-1197
6	RADTKE	WILLIAM	1598 DORTHEN	GROSSE POINTE WOODS, MI 48236	INSPECTOR	DEM	313-505-2828
CB-7	ADAMS	SANDRA	1178 WHITTIER RD	GROSSE POINTE PARK, MI 48230	CHAIR	REP	313-401-4785
CB-7	KUMMER	CYNTHIA	21905 RIDGEWAY ST	ST. CLAIR SHORES, MI 48080	CO-CHAIR	DEM	586-634-9385
CB-7	RIZZO	A. CHRISTINA	561 PEACHTREE LN	GROSSE POINTE WOODS, MI 48236	INSPECTOR	REP	313-881-8693
CB-7	MALBOUEF	BARBARA	1700 S. RENAUD RD	GROSSE POINTE WOODS, MI 48236	INSPECTOR	REP	313-882-7234
CB-7	BOZELL	BARBARA	883 BRIARCLIFF	GROSSE POINTE WOODS, MI 48236	INSPECTOR	DEM	313-806-6624
CB-7	BURLESON	DONNA	1694 NEWCASTLE	GROSSE POINTE WOODS, MI 48236	INSPECTOR	REP	313-550-4224
CB-7	ROMANO	CAROL	40 RIVER LANE	GROSSE POINTE WOODS, MI 48236	INSPECTOR	DEM	313-575-5439
CB-8	GOERKE	MARY.	920 S. OXFORD	GROSSE POINTE WOODS, MI 48236	CHAIR	DEM	313-885-9498
CB-8	DOBRZECHOWSKI	MICHAEL	1090 ANITA	GROSSE POINTE WOODS, MI 48236	CO-CHAIR	REP	586 530-6919
CB-8	ROMANO	KATHLEEN	2040 ALLARD AVE	GROSSE POINTE WOODS, MI 48236	INSPECTOR	DEM	313-824-0534
CB-8	JOHNSON	ALSCE	1685 BOURNEMOUTH	GROSSE POINTE WOODS, MI 48236	INSPECTOR	REP	586-229-5507
CB-8	CASINELLI	MARY	20085 MARFORD CT	GROSSE POINTE WOODS, MI 48236	INSPECTOR	REP	313-529-7348
CB-8	HONE	RACHAEL	1786 OXFORD	GROSSE POINTE WOODS, MI 48236	INSPECTOR	DEM	313-850-0419
CB-8	KOHL	EDWARD	1812 ANITA	GROSSE POINTE WOODS, MI 48236	INSPECTOR	LIB	313-969-1109
RB	BRENNAN	MARGARET	2163 VAN ANTWERP	GROSSE POINTE WOODS, MI 48236	RECEIVING BOARD	DEM	313-550-5046
RB	LANYON	ROGER	20069 HOLIDAY	GROSSE POINTE WOODS, MI 48236	RECEIVING BOARD	REP	313-550-4487
RB	TOCCO	DAWN	575 HIDDEN LN	GROSSE POINTE WOODS, MI 48236	RECEIVING BOARD	REP	313-885-4091
RB	FELDMAN	JAMES	1268 ROSLYN RD	GROSSE POINTE WOODS, MI 48236	RECEIVING BOARD	DEM	313-881-5358
RB	MATYN	TIMOTHY	932 N. BRYN	GROSSE POINTE WOODS, MI 48236	RECEIVING BOARD	DEM	313-505-6025
RB	PASIAK	ANTOINETTE	1041 BLAIRMOR CT.	GROSSE POINTE WOODS, MI 48236	RECEIVING BOARD	REP	313 407-6108

6A

dropped off to city  
05-27-2020



CITY OF GROSSE POINTE WOODS  
20025 Mack Plaza Drive  
Grosse Pointe Woods, Michigan 48236-2397  
BUILDING DEPARTMENT

(313) 343-2426  
Fax (313) 343-2439

RECEIVED

JUN 16 2020

GENERATOR APPLICATION CITY OF GROSSE POINTE WOODS  
CLERK'S DEPARTMENT

(Electrical & Mechanical Applications required by Licensed Contractors)

Application is hereby made, under the provisions of the Grosse Pointe Woods Generator Ordinance, Sections 8-460 thru 8-468 for the installation of a generator as follows:

APPLICANT/PROPERTY NAME & ADDRESS:

John Karoutsos 897 Sunningdale  
PHONE: 586.612.1181 e-MAIL: karoutsos.mary@gmail.com

The below items must be presented with this application:

ELECTRICAL Application:   
Must be licensed contractor

MECHANICAL Application:   
Must be licensed contractor

SITE PLAN/DRAWING:   
Rear yard installation only. Must be 15' from any property line. Show location of proposed generator with distance from any operable window or door (min 5')

GENERATOR/MODEL SPECS SHEET: 22KW TRANSFER SWITCH WARNING: 200 Amp  
Generac

Note: Gas meter sized correctly from DTE

John W. Karoutsos  
APPLICANT'S SIGNATURE

05-21-2020  
DATE

APPROVED: \_\_\_\_\_

DATE: 6/16/20

DENIED: BT

Sideyard - B-463  
NOT BEHIND THE RESIDENCE



# CITY OF GROSSE POINTE WOODS

20025 Mack Plaza Drive  
 Grosse Pointe Woods, Michigan 48236-2397  
**BUILDING DEPARTMENT**  
 Phone 313.343.2426/Fax 313.343.5667

## MECHANICAL PERMIT

LOCATION: 897 Sunningdale OWNER \_\_\_\_\_ PHONE # \_\_\_\_\_  
 CONTRACTOR Wim Priebel PHONE # 566-2936883 CELL # 8104995750  
 ADDRESS 31125 KENSAH email: 13.11@Priebelmechanical.com REG # \_\_\_\_\_  
 REMARKS Pipe generator off of utility gas tap (valid thru duration of state license)

DESCRIPTION	PRICE PER UNIT	NO. OF UNITS	TOTAL	DESCRIPTION	PRICE PER UNIT	NO. OF UNITS	TOTAL
BASE FEE			\$75				
GAS/OIL BURNER		1		Chiller	80		
Up to 150,000 BTU	\$30			Evaporator Coils	25		
Over 150,000 BTU	325.000	1		Cooling Towers	35		
(Per 10,000 BTU)	6			Compressor/Condenser			
Solid Fuel Equipment	30			15 hp to 50 hp	35		
Flue/Vent Damper	30			Over 50 hp	60		
Metal Chimney Liner	30						
Gas Piping Outlets	10			TANKS			
VENTILATION/EXHAUST SYSTEMS				Under 275 Gal.	10		
Up to 1500 CFM	10			276 to 500 Gal.	15		
1501 to 10,000 CFM	50			501 to 2,000 Gal.	20		
Over 10,000 CFM	75			2001 to 10,000 Gal.	30		
Heat Recovery Systems	50			10,001 to 50,000 Gal.	50		
DUCTWORK				Underground			
1 <sup>st</sup> 200 L.F.	30			Installation (add'l)	20		
Each additional 100 L.F.	10			Removal of Tanks	25		
Humidifiers	20			Pre-Fab Fireplace	60		
Air Cleaners	20			w/gas piping	70		
Split System Under 5hp	25			Radiant Heat	30		
Split System 5 hp and Over	35			Hot Water Heater	30		
Roof Top Split System Under 5 hp	30			Special Inspection	25		
Roof Top Split System Over 5 hp	40			Underground Inspect.	25		
Heat Pump Under 5 hp/Geo Thermal	20			Hourly Rate	30		
Heat Pump 6 hp-50 hp/Geo Thermal	35			Re-Inspection Fee	50		
AC Under 5 hp	30						
AC 6 hp and up	40			<b>TOTAL PERMIT</b>			



# CITY OF GROSSE POINTE WOODS

20025 Mack Plaza Drive

Grosse Pointe Woods, Michigan 48236-2397

BUILDING DEPARTMENT

Phone 313.343.2426/Fax 313.343.5667

## ELECTRICAL PERMIT

GPW LOCATION: 897 Sunningdale OWNER \_\_\_\_\_ PHONE # \_\_\_\_\_

CONTRACTOR Bulldog Electric PHONE/FAX # 586.615.9172 CELL #: \_\_\_\_\_

ADDRESS 48959 Celeste EMAIL bulldogelectric61@gmail.com  
Chesterfield 48051

REMARKS \_\_\_\_\_

DESCRIPTION	PRICE PER UNIT	NO. OF UNITS	TOTAL	DESCRIPTION	PRICE PER UNIT	NO. OF UNITS	TOTAL
<b>BASE FEE</b>			<b>\$75</b>				
<b>CIRCUITS</b>				<b>MOTORS</b>			
1 <sup>st</sup> Circuit	\$15			¼ to 10 hp/ea.	\$15		
Each Additional Circuit	6			11 hp to 30 hp/ea.	20		
Rough Inspection	25			31 hp to 50 hp/ea.	30		
<b>FIXTURES</b>				<b>AIR CONDITIONING</b>			
1 <sup>ST</sup> 25 Fixtures or Lamps	20			Interruptible	20		
Each additional 25	10			Residential	45		
				Comm. up to 5 ton	25		
<b>SERVICES</b>				Over 5 ton	45		
Up to 100 amps	25						
101 to 500 amps	30			<b>FIRE ALARM SYSTEMS</b>			
Over 500 amps	50			1 <sup>st</sup> Heat or Smoke Det.	15		
Sub panels	25			Each Add. Detector	6		
Replace service entrance	15			1 <sup>st</sup> Device or Pull	15		
				Each Additional	6		
<b>SIGN CIRCUITS</b>				<b>FEEDERS</b>			
1 <sup>ST</sup> Circuit-Connection	25			Bus ducts, wireways			
Each additional circuit (same sign)	5			or conduits 1 <sup>st</sup> 100 ft.	20		
				Each additional 100 ft	10		
<b>APPLIANCE WIRING</b>							
Furnace Circuit	15			Underground Inspect.	35		
Garbage Disposal, Range, Oven,	10						
Water Heater, Dishwasher	10			Re-Inspection Fee	50		
<b>SWIMMING POOLS</b>							
Above, In-Ground or Hot Tub	30			Hourly Rate	40		
Title VII/Property Maintenance	50						
				<b>TOTAL PERMIT</b>			

**Regina Stapleton**  
879 Sunningdale Drive  
Grosse Pointe Woods, Michigan 48236  
313.882.1826

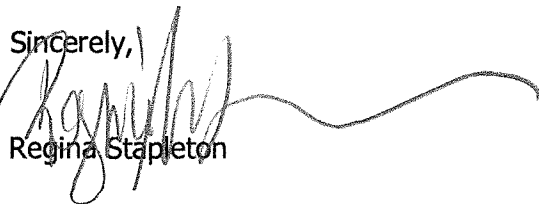
February 25, 2020

**City of Grosse Pointe Woods**  
20025 Mack Plaza Drive  
Grosse Pointe Woods, Michigan 48236

To Whom It May Concern:

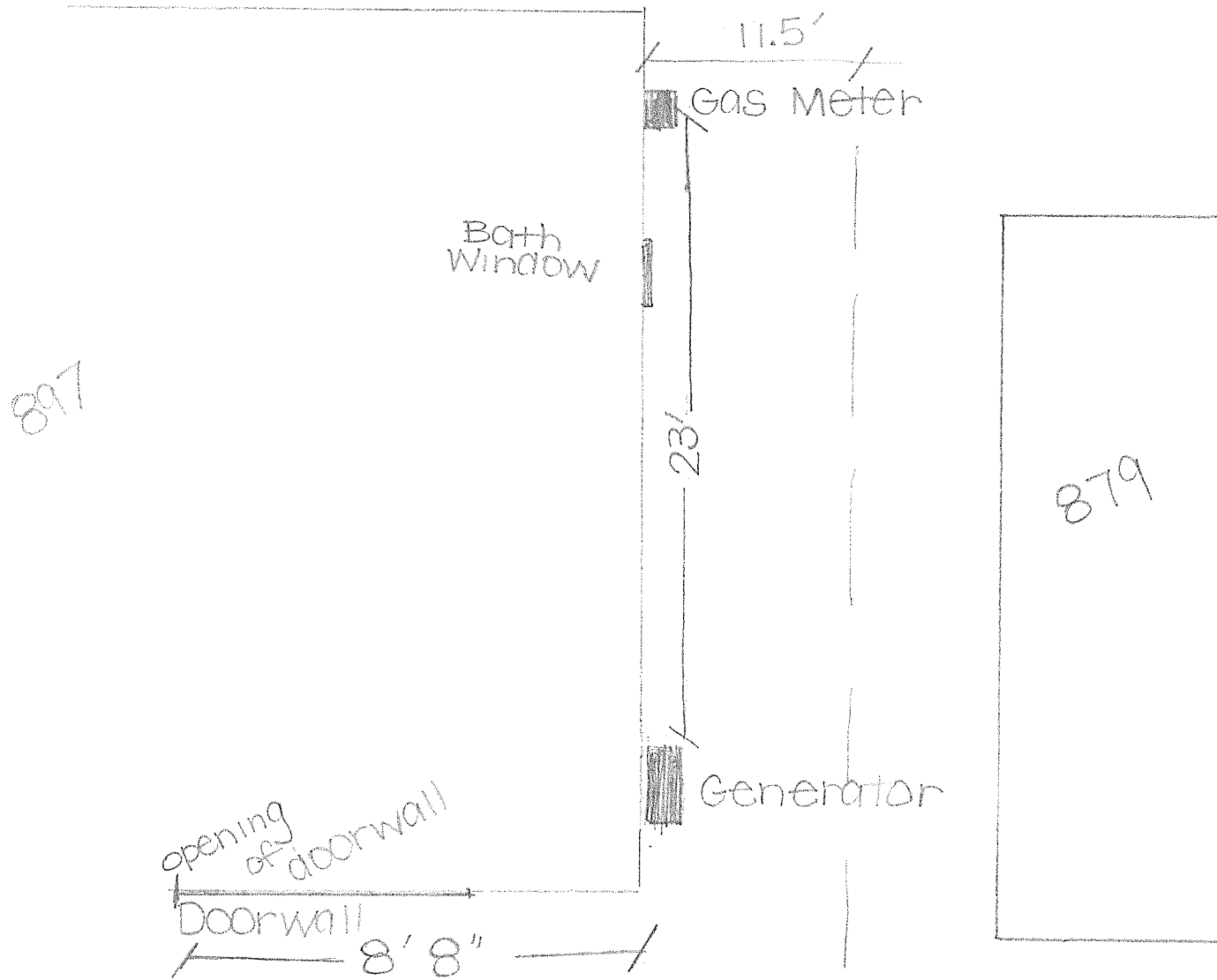
The purpose of this letter is to state that I am the property owner of the home located at 879 Sunningdale Drive, Grosse Pointe Woods. I give my consent and authorization to John and Mary Karoutsos (homeowners of 897 Sunningdale Drive) to place their generator in the side yard between our homes.

Sincerely,

A handwritten signature in black ink, appearing to read 'Regina Stapleton', with a long, wavy horizontal line extending to the right.

Regina Stapleton

# Sunningdale





## 16/20/22 kW

## specifications

Generator		G007035-1, G007036-1, G007037-1 (16 kW)	G007038-1, G007039-1 (20 kW)	G007042-2, G007043-2 (22 kW)
Rated Maximum Continuous Power Capacity (LP)		16,000 Watts*	20,000 Watts*	22,000 Watts*
Rated Maximum Continuous Power Capacity (NG)		16,000 Watts*	18,000 Watts*	19,500 Watts*
Rated Voltage		240	240	240
Rated Maximum Continuous Load Current – 240 Volts (LP/NG)		66.7 / 66.7	83.3 / 75.0	91.7 / 81.3
Total Harmonic Distortion		Less than 5%	Less than 5%	Less than 5%
Main Line Circuit Breaker		70 Amp	90 Amp	100 Amp
Phase		1	1	1
Number of Rotor Poles		2	2	2
Rated AC Frequency		60 Hz	60 Hz	60Hz
Power Factor		1.0	1.0	1.0
Battery Requirement (not included)		12 Volts, Group 26R 540 CCA Minimum or Group 35AGM 650 CCA Minimum		
Unit Weight (lb/kg)		409 / 186	448 / 203	466 / 211
Dimensions (L x W x H) in/mm		48 x 25 x 29 / 1 218 x 638 x 732		
Sound output in dB(A) at 23 ft (7 m) with generator operating at normal load**		67	67	67
Sound output in dB(A) at 23 ft (7 m) with generator in Quiet-Test™ low-speed exercise mode**		55	55	57
Exercise duration		5 min	5 min	5 min
<b>Engine</b>				
Type of Engine		GENERAC G-Force 1000 Series		
Number of Cylinders		2	2	2
Displacement		999 cc	999 cc	999 cc
Cylinder Block		Aluminum w/ Cast Iron Sleeve		
Valve Arrangement		Overhead Valve	Overhead Valve	Overhead Valve
Ignition System		Solid-state w/ Magneto	Solid-state w/ Magneto	Solid-state w/ Magneto
Governor System		Electronic	Electronic	Electronic
Compression Ratio		9.5:1	9.5:1	9.5:1
Starter		12 VDC	12 VDC	12 VDC
Oil Capacity Including Filter		Approx. 1.9 qt / 1.8 L	Approx. 1.9 qt / 1.8 L	Approx. 1.9 qt / 1.8 L
Operating rpm		3,600	3,600	3,600
Fuel Consumption				
Natural Gas		ft <sup>3</sup> /hr (m <sup>3</sup> /hr)		
	1/2 Load	218 (6.17)	204 (5.78)	228 (6.46)
	Full Load	309 (8.75)	301 (8.52)	327 (9.26)
Liquid Propane		ft <sup>3</sup> /hr (gal/hr) [l/hr]		
	1/2 Load	74 (2.03) [7.70]	87 (2.37) [8.99]	92 (2.53) [9.57]
	Full Load	107 (2.94) [11.11]	130 (3.56) [13.48]	142 (3.90) [14.77]
<p>Note: <b>Fuel pipe must be sized for full load.</b> Required fuel pressure to generator fuel inlet at all load ranges – 3.5-7" water column (7-13 mm mercury) for natural gas, 10-12" water column (19-22 mm mercury) for LP gas. For BTU content, multiply ft<sup>3</sup>/hr x 2500 (LP) or ft<sup>3</sup>/hr x 1000 (NG). For Megajoule content, multiply m<sup>3</sup>/hr x 93.15 (LP) or m<sup>3</sup>/hr x 37.26 (NG)</p>				
<b>Controls</b>				
Two-Line Plain Text Multilingual LCD Display		Simple user interface for ease of operation.		
Mode Buttons:Auto		Automatic Start on Utility failure. 7 day exerciser.		
Manual		Start with starter control, unit stays on. If utility fails, transfer to load takes place.		
Off		Stops unit. Power is removed. Control and charger still operate.		
Ready to Run/Maintenance Messages		Standard		
Engine Run Hours Indication		Standard		
Programmable start delay between 2-1500 seconds		Standard (programmable by dealer only)		
Utility Voltage Loss/Return to Utility Adjustable (Brownout Setting)		From 140-171 V / 190-216 V		
Future Set Capable Exerciser/Exercise Set Error Warning		Standard		
Run/Alarm/Maintenance Logs		50 Events Each		
Engine Start Sequence		Cyclic cranking: 16 sec on, 7 rest (90 sec maximum duration).		
Starter Lock-out		Starter cannot re-engage until 5 sec after engine has stopped.		
Smart Battery Charger		Standard		
Charger Fault/Missing AC Warning		Standard		
Low Battery/Battery Problem Protection and Battery Condition Indication		Standard		
Automatic Voltage Regulation with Over and Under Voltage Protection		Standard		
Under-Frequency/Overload/Stepper Overcurrent Protection		Standard		
Safety Fused/Fuse Problem Protection		Standard		
Automatic Low Oil Pressure/High Oil Temperature Shutdown		Standard		
Overcrank/Overspeed (@ 72 Hz)/rpm Sense Loss Shutdown		Standard		
High Engine Temperature Shutdown		Standard		
Internal Fault/Incorrect Wiring Protection		Standard		
Common External Fault Capability		Standard		
Field Upgradable Firmware		Standard		

\*\* Sound levels are taken from the front of the generator. Sound levels taken from other sides of the generator may be higher depending on installation parameters. Rating definitions - Standby: Applicable for supplying emergency power for the duration of the utility power outage. No overload capability is available for this rating. (All ratings in accordance with BS5514, ISO9046 and DIN6271). \* Maximum kilovolt amps and current are subject to and limited by such factors as fuel BTU/megajoule content, ambient temperature, altitude, engine power and condition, etc. Maximum power decreases about 3.5 percent for each 1,000 feet (304.8 meters) above sea level; and also will decrease about 1 percent for each 6 °C (10 °F) above 16 °C (60 °F).



### 16/20/22 kW

#### Limited Circuits Switch Features

- 16 space, 24 circuit, breakers not included.
- Electrically operated, mechanically-held contacts for fast, positive connections
- Rated for all classes of load, 100% equipment rated, both inductive and resistive.
- 2-pole, 250 VAC contactors.
- 30 millisecond transfer time.
- Dual coil design.
- Rated for both copper and aluminum conductors.
- Main contacts are silver plated or silver alloy to resist welding and sticking.
- NEMA/UL 3R aluminum outdoor enclosure allows for indoor or outdoor mounting flexibility.
- Multi listed for use with 1" standard, tandem, GFCI and AFCI breakers from Siemens, Murray, Eaton and Square D for the most flexible and cost effective install.

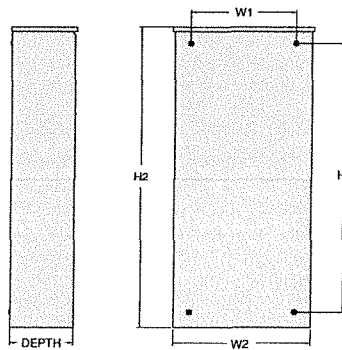
#### Dimensions

	Height		Width		Depth
	H1	H2	W1	W2	
in	26.75	30.1	10.5	13.5	6.91
mm	679.4	764.3	266.7	343.0	175.4

Wire Ranges		
Conductor Lug	Neutral Lug	Ground Lug
1/0 - #14	2/0 - #14	2/0 - #14

Model	G007036-1 (16kW)
No. of Poles	2
Current Rating (Amps)	100
Voltage Rating (VAC)	120 / 240, 1Ø
Utility Voltage Monitor (Fixed)*	
-Pick-up	80%
-Dropout	65%
Return to Utility*	approx. 15 sec
Exercises bi-weekly for 5 minutes*	Standard
UL Listed	Standard
Total Circuits Available	24
Tandem Breaker Capabilities	8 tandems
Circuit Breaker Protected	
Available RMS Symmetrical Fault Current @ 250 Volts	10,000

\*Function of Evolution Controller  
Exercise can be set to weekly or monthly



#### Service Rated Smart Switch Features

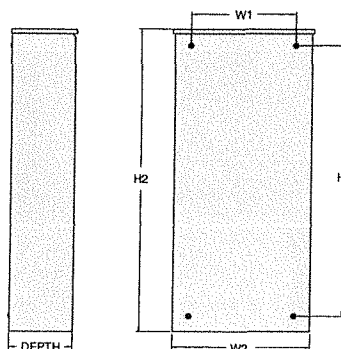
- Includes Digital Power Management Technology standard (DPM).
- Intelligently manages up to four air conditioner loads with no additional hardware.
- Up to four more large (240 VAC) loads can be managed when used in conjunction with Smart Management Modules (SMMs).
- Electrically operated, mechanically-held contacts for fast, clean connections.
- Rated for all classes of load, 100% equipment rated, both inductive and resistive.
- 2-pole, 250 VAC contactors.
- Service equipment rated, dual coil design.
- Rated for both aluminum and copper conductors.
- Main contacts are silver plated or silver alloy to resist welding and sticking.
- NEMA/UL 3R aluminum outdoor enclosure allows for indoor or outdoor mounting flexibility.

#### Dimensions

	200 Amps 120/240, 1Ø Open Transition Service Rated				
	Height		Width		Depth
	H1	H2	W1	W2	
in	26.75	30.1	10.5	13.5	6.91
mm	679.4	764.3	266.7	343.0	175.4

Model	G007037-1 (16 kW)/G007039-1 (20 kW)/ G007043-2 (22 kW)
No. of Poles	2
Current Rating (Amps)	200
Voltage Rating (VAC)	120/240, 1Ø
Utility Voltage Monitor (Fixed)*	
-Pick-up	80%
-Dropout	65%
Return to Utility*	approx. 13 sec
Exercises bi-weekly for 5 minutes*	Standard
UL Listed	Standard
Enclosure Type	NEMA/UL 3R
Circuit Breaker Protected	22,000
Lug Range	250 MCM - #6

\*Function of Evolution Controller  
Exercise can be set to weekly or monthly



## Lisa Hathaway

---

**From:** Mary Karoutsos <karoutsos.mary@gmail.com>  
**Sent:** Monday, June 8, 2020 10:16 PM  
**To:** Lisa Hathaway  
**Subject:** Karoutsos Appeal Request  
**Attachments:** HPSCAN\_20200609013311982.pdf; ATT00001.htm

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Lisa,  
Attached, please find copies of the paperwork I submitted to the city with the generator application.

Thanks for your help!

Kindly,  
Mary Karoutsos  
586.899.0336

Sent from my iPhone

Begin forwarded message:

**From:** eprintcenter@hp8.us  
**Date:** June 8, 2020 at 9:35:23 PM EDT  
**To:** KAROUTSOS.Mary@gmail.com  
**Subject:** Scanned document from HP ePrint user

This email and attachment are sent on behalf of **karoutsos.mary@gmail.com**.

If you do not want to receive this email in future, you may contact **karoutsos.mary@gmail.com** directly or you may consult your email application for spam or junk email filtering options.

Regards,  
HP Team

**CITY OF GROSSE POINTE WOODS  
BUILDING DEPARTMENT  
MEMORANDUM**

**RECEIVED**  
JUL - 9 2020  
CITY OF GROSSE POINTE WOODS  
CLERK'S DEPARTMENT

**TO:** Mayor and City Council

**FROM:** Gene Tutag, Building Official

**DATE:** July 7, 2020

**SUBJECT:** Generator Variance, 897 Sunningdale

---

An application to install a generator in the side yard of 897 Sunningdale has been submitted for review and has been denied.

The permit cannot be issued as the proposed generator location is in violation of Section 8-463 of the City code which requires that permanent generators be placed behind the residence and at least 15' from any property line. The application shows the generator in the east side yard and 11'5" from the property line. The installation will otherwise comply with relevant codes.

The applicants Mr and Mrs Karoutsos are appealing the denial and are requesting a variance of Section 8-463 that would allow the generator to be placed in the side yard and 11'5" from the property line as shown on the submitted plan. The applicants state in the attached correspondence that they cannot locate the generator in accordance with the code as they do not have room in the backyard for the generator. Inspection revealed that the rear elevation of the home is comprised of numerous openable doors and windows, further limiting a suitable location within the code.

The area around the proposed generator location is currently landscaped and will provide screening of the generator from both the street and adjoining property. The proposed generator location will be approximately 20' from the property to the east's garage, and a letter from the affected property owner to the east at 879 Sunningdale is attached indicating their consent to place the generator in this location.

According to Section 8-470, a variance may be granted by the City Council after considering the following:

1. The practical difficulties faced by the applicant in adhering to the requirements of the article.
2. The nature and extent of any adverse impact upon adjoining properties and the surrounding neighborhood.
3. Whether or not approval based on conditions will appropriately minimize the impact of the request to adjoining property owners.

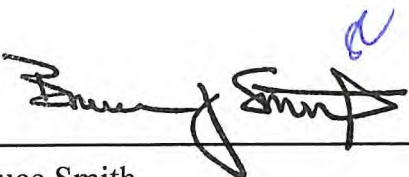
It is recommended that the requested variance be approved to allow a Generac 22kw generator to be installed in the side yard within 15' of the east property line at 897 Sunningdale as shown on the attached drawing based upon the following facts:

1. Upon review of the property and meeting with the homeowner, locating the generator in the rear yard behind the residence in compliance with the code would be difficult due to the location of existing doors and windows on the residence.
2. The proposed location will have no adverse impact on surrounding residences as the proposed generator will be screened and not be visible from the street or adjoining property. The affected property owner to the east has submitted a letter indicating their consent of the generator placement in the side yard.
3. Conditioned upon the generator install be completed within 6 months.

Attachments

Letter of Appeal  
Neighbor's Letters  
2 Photos from applicant w/site plan & placement info  
GPW Ordinance Sections #8-460 thru #8-470

APPROVED BY:

  
\_\_\_\_\_

Bruce Smith  
City Administrator

DATE:

7/9/20



897  
Sunningdale













CITY OF GROSSE POINTE WOODS  
Office of the Treasurer/Comptroller

Memorandum

---

**DATE:** June 16, 2020  
**TO:** Mayor and City Council  
**FROM:** Cathrene Behrens, Treasurer/Comptroller  
**SUBJECT:** Vendors with expenses over \$5,000

---

In accordance with City Charter, I am providing a list of vendors with anticipated expenditures in excess of \$5,000 during FY 2020 - 2021. I respectfully request City Council's approval to issue open purchase orders to these vendors as detailed in the attached report.

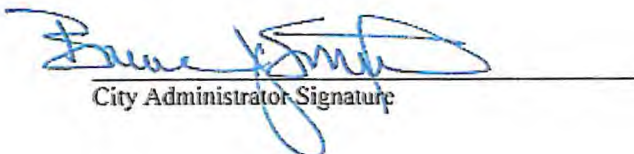
Thank you.

Fund Certification:

I hereby certify that unencumbered funds are available for the above purchases, and that the account numbers have been verified.

  
Treasurer/Comptroller Signature

APPROVED FOR COUNCIL CONSIDERATION:

  
City Administrator Signature



OPEN PO's > \$5,000 PURCHASE ORDER REPORT FOR CITY OF GROSSE POINTE WOODS

PO/REQ NUMBER	VENDOR NAME	DESCRIPTION	REQUESTED BY	FY 2019 - 20 REQUEST	BUDGET LINE #	FY 2020 - 21 BREAKDOWN REQUEST	FY 2020 - 21 TOTAL REQUEST	INCREASE/D ECREASE
20-45908	POINTE AREA ASSISTED TRANS SVC, INC.	FY 2020 - 21 CDBG TRANSPORTATION SVC	ADMIN	0.00	245-730-872.000	6,000.00	6,000.00	6,000.00
20-45909	THE HELM LIFE CENTER	FY 2020 - 21 CDBG HELM SERVICES	ADMIN	0.00	245-730-988.000	14,000.00	14,000.00	14,000.00
20-45897	MCKENNA ASSOCIATES, INC.	FY 2020 - 21 PLUMBING & MECHANICAL INSPECTIONS	BUILDING	0.00	101-180-818.000	18,000.00		
					101-180-818.000	9,900.00	27,900.00	27,900.00
20-45838	NU APPEARANCE MAINTENANCE, INC.	FY 2020-21 LAWN SERVICE VIOLATION SERVICES	BUILDING	15,000.00	101-180-818.001	15,000.00	15,000.00	-
20-45836	PRINTING SYSTEMS INC	FY 2020 - 21 ELECTION SUPPLIES	CLERK	5,000.00	101-215-731.000	5,000.00	5,000.00	-
20-45835	DOMINION VOTING SYSTEMS, INC.	FY 2020 - 21 ELECTION CODING	CLERK	5,000.00	101-215-731.000	5,000.00	5,000.00	-
20-45905	STATEWIDE SECURITY TRANSPORT, INC.	FY 2020 - 21 LODGING SERVICES	COURT	20,500.00	101-136-808.000	20,500.00	20,500.00	-
20-45839	IDS.COM	FY 2019-20 WATER BILL & TAX BILL MAILINGS	FINANCE	34,800.00	101-223-757.000	3,850.00		
					101-223-757.000	7,500.00		
					101-224-757.000	3,850.00		
					592-538-757.000	20,000.00		
					592-538-818.000	4,475.00	39,675.00	4,875.00
20-45840	WAYNE COUNTY APPRAISAL, INC.	FY 202 - 21 ASSESSING CONTRACTURAL SERVICES	FINANCE	0.00	101-224-818.000	77,351.00	77,351.00	77,351.00
20-45846	ANDERSON ECKSTEIN	FY 2021 - 22 WATER RATE STUDY	FINANCE	0.00	592-537-818.000	5,000.00	5,000.00	5,000.00
20-45889	KCI	FY 2020 - 21 PP TAX STATEMENTS & ANNUAL ASSESS	FINANCE	0.00	101-224-757.000	5,000.00	5,000.00	5,000.00
20-45904	OFFICE DEPOT, INC.	FY 2020 - 21 OFFICE SUPPLIES	FINANCE	15,800.00	101-136-757.000	1,580.00		
					101-172-757.000	316.00		
					101-180-757.000	316.00		
					101-215-757.000	316.00		
					101-223-757.000	1,580.00		
					101-299-728.000	5,400.00		
					101-349-728.000	4,712.00		
					101-599-728.000	1,580.00	15,800.00	-
20-45817	CDW GOVERNMENT INC	FY 2020-21 IT SUPPLIES	MIS	20,000.00	101-855-757.000	20,000.00	20,000.00	-
20-45818	DELL MARKETING LP	FY 2020-21 SERVER & COMPUTER COMPONENTS	MIS	5,000.00	101-855-757.000	5,000.00	5,000.00	-
20-45819	BS&A SOFTWARE	FY 2020-21 BSA SUPPORT & SOFTWARE UPDATES	MIS	19,000.00	101-855-818.000	22,000.00	22,000.00	3,000.00
20-45821	ZOOM VIDEO COMMUNICATIONS, INC.	FY 2020-21 VIRTUAL MEETING PLATFORM	MIS	0.00	101-855-818.000	6,000.00	6,000.00	6,000.00
20-45847	SHORES DATA GROUP	FY 2020 - 21 CONTRACTURAL IT SERVICES	MIS	0.00	101-855-818.000	20,000.00	20,000.00	20,000.00
20-45907	AMAZON WEB SERVICES, INC.	FY 2020 - 21 BACKUP STG & EC2	MIS	0.00	101-855-818.000	10,000.00	10,000.00	10,000.00
20-45896	AMERICAN RED CROSS	FY 2020 - 21 SWIM LESSONS & RECERTIFICATION-LIFE GUA	PARKS	5,100.00	101-774-757.103	1,500.00		
					101-774-818.106	3,600.00	5,100.00	-
20-45897	BIANCO TOURS, INC.	FY 2020 - 21 CHARTER BUS SERVICES	PARKS	7,091.00	101-780-822.000	7,091.00	7,091.00	-
20-45898	AQUATIC SOURCE, LLC	FY 2020 - 21 ACID, ACID CLEANER, MISC POOL EQUIPMENT	PARKS	43,950.00	101-774-757.105	30,950.00		
					101-774-980.000	13,000.00	43,950.00	-
20-45906	CRYSTAL CLEAN POWERWASHING	FY 2020 - 21 POWERWASHING-BATHHOUSE	PARKS	5,850.00	101-774-818.104	5,850.00	5,850.00	-
20-45899	ST JOHN OCCUPATIONAL HEALTH	FY 2020 - 21 PHYSICAL EXAMS & DRUG SCREENS	PARKS	9,800.00	101-774-818.103	9,800.00	9,800.00	-



PO/REQ NUMBER	VENDOR NAME	DESCRIPTION	REQUESTED BY	FY 2019 - 20 REQUEST	BUDGET LINE #	FY 2020 - 21 BREAKDOWN REQUEST	FY 2020 - 21 TOTAL REQUEST	INCREASE/D ECREASE
20-45900	UNITED FACILITY SUPPLIES, INC.	FY 2019-20 JANITORIAL & MAINTENANCE SUPPLIES	PARKS	14,661.00	101-774-757.000	7,000.00		
					101-774-757.106	5,973.00		
					101-775-757.000	844.00		
					101-780-757.000	844.00	14,661.00	-
20-45901	TRIPLE F FACILITY SERVICES	FY 2020 - 21 BATH HOUSE CLEANING SERVICE	PARKS	15,232.00	101-774-818.104	15,232.00	15,232.00	-
20-45902	SAM'S CLUB MC/SYNCB	FY 20120 - 21 LIFEGUARD, SWIM TEAM, SENIORS & COMM	PARKS	22,850.00	101-105-880.200	100.00		
					101-774-757.103	1,750.00		
					101-774-757.107	1,000.00		
					101-774-818.105	3,000.00		
					101-780-757.000	3,500.00		
					101-780-822.000	7,000.00		
					101-780-880.000	6,500.00	22,850.00	-
20-45878	APOLLO FIRE EQUIPMENT CO.	FY 2020 - 21 FIRE GEAR PURCHASE	PUBLIC SAFETY	0.00	101-339-757.000	10,800.00	10,800.00	10,800.00
20-45879	AXON ENTERPRISE, INC.	FY 2020 - 21 TASER PURCHASE	PUBLIC SAFETY	22,000.00	101-310-757.000	7,500.00	7,500.00	(14,500.00)
20-45880	CAROUSEL INDUSTRIES OF NORTH AMER.	FY 2020-21 911 SYSTEM MAINTENANCE	PUBLIC SAFETY	14,000.00	101-310-850.000	14,000.00	14,000.00	-
20-45881	CITY OF GROSSE POINTE FARMS	FY 2020 - 21 RADIO MAINTENANCE	PUBLIC SAFETY	64,050.00	101-305-851.000	33,000.00		
					101-441-851.000	25,000.00		
					101-774-818.110	4,050.00	62,050.00	(2,000.00)
20-45882	COOL THREADS EMBROIDERY	UNIFORMS, POLICE EQUIP & SUPPLIES	PUBLIC SAFETY	5,400.00	101-310-757.000	800.00		
					101-326-757.000	2,000.00		
					101-345-725.100	2,500.00		
					585-561-757.000	500.00	5,800.00	400.00
20-45883	KIESLER'S POLICE SUPPLY, INC	FY 2020-21 AMMUNITION PURCHASE	PUBLIC SAFETY	10,000.00	101-310-757.000	10,000.00	10,000.00	-
20-45884	MCCOY MAINTENANCE	FY 2020-21 MONTHLY JAIL & BIOHAZARD CLEANUP	PUBLIC SAFETY	5,500.00	101-310-808.000	5,500.00	5,500.00	-
20-45885	MEDSTAR INC	FY 2020-21 MEDSTAR CONTRACTURAL BILLING	PUBLIC SAFETY	35,000.00	101-349-818.000	56,250.00	56,250.00	21,250.00
20-45886	MOTOROLA SOLUTIONS, INC.	FY 2020 - 21 PREP RADIO PURCHASE	PUBLIC SAFETY	0.00	101-305-851.000	17,600.00	17,600.00	17,600.00
20-45887	OAKLAND COUNTY	CLEMIS FEES & LEADS ONLINE SERVICES	PUBLIC SAFETY	39,023.00	101-305-818.000	39,623.00	39,623.00	600.00
20-45888	TRAFFIC IMPROVEMENT ASSOCIATION	FY 2020 - 21 MEMBERSHIP DUES	PUBLIC SAFETY	0.00	101-310-818.000	5,200.00	5,200.00	5,200.00
20-45843	PROFESSIONAL RECRUITERS GROUP, LLC	FY 2020 - 21 TEMPORARY HELP	PUBLIC WORKS	9,360.00	203-463-702.808	9,360.00	9,360.00	-
20-45844	ANDERSON ECKSTEIN	FY 2020 - 21 GIS MAINTENANCE FEES	PUBLIC WORKS	21,000.00	592-537-977.000	21,000.00	21,000.00	-
20-45845	ANDERSON ECKSTEIN	GENERAL FEES FOR ENGINEERING	PUBLIC WORKS	15,000.00	101-441-818.000	5,000.00		
					101-444-818.000	5,000.00		
					592-537-818.000	5,000.00	15,000.00	-
20-45848	INTERSTATE BILLING SERVICE	FY 2020 - 21 EQUIPMENT PARTS DPW / P & R	PUBLIC WORKS	16,000.00	640-851-939.100	14,000.00		
					640-851-939.300	2,000.00	16,000.00	-

PO/REQ NUMBER	VENDOR NAME	DESCRIPTION	REQUESTED BY	FY 2019 - 20 REQUEST	BUDGET LINE #	FY 2020 - 21 BREAKDOWN REQUEST	FY 2020 - 21 TOTAL REQUEST	INCREASE/DECREASE
20-45872	ARBOR PRO TREE SERVICE	FY 2020 - 21 TREE REMOVAL SERVICES	PUBLIC WORKS	40,000.00	101-465-818.000	40,000.00	40,000.00	-
20-45849	BADGER METER INC	FY 2020 - 21 WATER METER & EQUIPMENT	PUBLIC WORKS	10,000.00	592-537-757.000	10,000.00	10,000.00	-
20-45871	BELL EQUIPMENT COMPANY	FY 2020 - 21 AUTO EQUIPMENT & TRUCK PARTS	DUFFY	7,000.00	640-851-939.100	10,000.00	10,000.00	3,000.00
20-45857	CADILLAC ASPHALT, LLC	FY 2020 - 21 COLD PATCH FOR STREET & WATER MAIN REH	PUBLIC WORKS	7,500.00	202-463-757.000	4,000.00		
					203-463-757.000	17,000.00		
					592-537-757.000	4,000.00	20,000.00	12,500.00
20-45850	DETROIT SALT COMPANY	ROAD SALT FOR 2020 - 21 WINTER SEASON	PUBLIC WORKS	86,800.00	202-478-757.000	22,350.00		
					203-478-757.000	67,050.00	89,400.00	2,600.00
20-45851	CINTAS CORP LOC #31	FY 2020 - 21 UNIFORMS & OFFICE MATS	PUBLIC WORKS	6,200.00	101-441-818.000	1,500.00		
					101-444-818.000	3,200.00		
					640-860-725.000	1,500.00	6,200.00	
20-45852	CINTAS FIRE 636525	FY 2020 - 21 FIRE EXTINGUISHER MAINTENANCE	PUBLIC WORKS	5,900.00	101-444-818.000	2,200.00		
					101-774-818.000	600.00		
					101-774-818.101	500.00		
					101-774-818.104	1,100.00		
					592-542-818.000	500.00		
					640-851-818.000	1,200.00	6,100.00	200.00
20-45853	COMPTON PRESS INDUSTRIES	PRINTING UPDATE & CALENDAR 2021	PUBLIC WORKS	18,886.00	101-780-880.000	18,238.00		
		CCR REPORT - CONTRACT	PUBLIC WORKS		592-537-757.000	648.00	18,886.00	
20-45854	EJ USA, INC.	FY 2020 - 21 WATER & SEWER PARTS	PUBLIC WORKS	5,000.00	592-537-757.000	5,000.00	5,000.00	-
20-45855	FEDERAL PIPE & SUPPLY CO	FY 2020 - 21 MISC SUPPLIES MAINT & REPAIR	PUBLIC WORKS	6,000.00	101-774-757.102	1,000.00		
					585-561-757.000	1,000.00		
					592-537-757.000	2,500.00		
					640-851-939.100	1,500.00	6,000.00	
20-45856	GEORGE'S DISCOUNT AUTO	FY 2020 - 21 AUTO & TRUCK PARTS ALL DEPTS	PUBLIC WORKS	35,000.00	640-851-939.100	21,500.00		
					640-851-939.200	8,000.00		
					640-851-939.300	3,500.00		
					640-851-939.400	2,000.00	35,000.00	-
20-45859	GFL ENVIRONMENTAL USA	FY 2020-21 SOLID WASTE PICK UP	PUBLIC WORKS	1,174,411.86	226-528-818.000	1,173,334.00	1,173,334.00	(1,077.86)



PO/REQ NUMBER	VENDOR NAME	DESCRIPTION	REQUESTED BY	FY 2019 - 20 REQUEST	BUDGET LINE #	FY 2020 - 21 BREAKDOWN REQUEST	FY 2020 - 21 TOTAL REQUEST	INCREASE/DECREASE
20-45858	GILBERTS PRO HARDWARE	FY 2020 - 21 OPERATING SUPPLIES-ALL DEPTS	PUBLIC WORKS	25,100.00	101-441-757.000	1,500.00		
					101-444-757.000	2,800.00		
					101-774-757.000	2,000.00		
					101-774-757.101	200.00		
					101-774-757.102	12,000.00		
					101-774-757.104	4,000.00		
					101-774-757.107	500.00		
					101-775-757.000	400.00		
					203-463-757.000	500.00		
					585-561-757.000	300.00		
					592-537-757.000	1,500.00		
					592-542-757.000	200.00		
					594-785-757.000	1,000.00		
					640-851-939.100	3,000.00	27,900.00	2,800.00
20-45860	GROSSE POINTES-CLINTON	FY 2020 - 21 REFUSE DISPOSAL FEES	PUBLIC WORKS	164,150.00	226-528-818.000	201,500.00	201,500.00	37,350.00
20-45910	GROSSO TRUCKING & SUPPLY CO	FY 2019-20 TRUCKING SERVICES-SOLID WASTE	PUBLIC WORKS	84,000.00	226-528-818.000	84,000.00	84,000.00	-
20-45861	GUNNERS METERS & PARTS	FY 2020 - 21 WATER & SEWER PARTS	PUBLIC WORKS	6,500.00	592-537-757.000	6,500.00	6,500.00	-
20-45862	HYDROCORP	FY 2020 - 21 CROSS CONNECTION PROGRAM	PUBLIC WORKS	8,604.00	592-537-975.395	8,604.00	8,604.00	-
20-45863	INDIAN SUMMER RECYCLING	FY 2020 - 21 YARD WASTE DISPOSAL	PUBLIC WORKS	50,000.00	226-528-818.000	55,000.00	55,000.00	5,000.00
20-45865	INDUSTRIAL BROOM SERVICE	FY 2020 - 21 BROOMS FOR SWEEPERS & PARTS	PUBLIC WORKS	6,500.00	640-851-939.100	6,500.00	6,500.00	-
20-45864	K & S VENTURES INC	FY 2020 - 21 HEATING & COOLING MAINT.	PUBLIC WORKS	18,000.00	101-441-818.000	3,000.00		
					101-444-818.000	10,500.00		
					101-774-818.000	1,500.00		
					101-774-818.104	3,000.00	18,000.00	-
20-45875	KENNEDY INDUSTRIES, INC.	FY 2020 - 21 TORREY ROAD MAINTENANCE	PUBLIC WORKS	0.00	592-542-818.000	10,000.00	10,000.00	10,000.00
20-45867	MACK ALGER TIRE & SERVICE	FY 2020 - 21 AUTO & TRUCK TIRES	PUBLIC WORKS	9,500.00	640-851-939.100	3,000.00		
					640-851-939.200	5,000.00		
					640-851-939.300	800.00		
					640-851-939.400	700.00	9,500.00	-
20-45866	MESSICK'S	FY 2020 - 21 LEAF MACHINE PARTS	PUBLIC WORKS	10,000.00	640-851-939.100	10,000.00	10,000.00	-
20-45868	MARSHALL LANDSCAPE INC	FY 2020 - 21 LAWN CARE PROGRAM	PUBLIC WORKS	7,125.00	101-775-818.000	4,000.00		
					202-463-818.000	3,125.00	7,125.00	-
20-45874	RKA PETROLEUM COMPANIES	FY 2020 - 21 GAS PURCHASE	PUBLIC WORKS	115,000.00	640-851-939.500	115,000.00	115,000.00	-
20-45876	SHREDCORP	FY 2020-21 MONTHLY SERVICE CITY HALL	PUBLIC WORKS	4,500.00	101-444-818.000	2,200.00		
		FY 2020 - 21 DROP OFF DAYS	PUBLIC WORKS		226-528.818.000	4,600.00	6,800.00	2,300.00

REQ NUMBER	VENDOR NAME	DESCRIPTION	REQUESTED BY	FY 2019 - 20 REQUEST	BUDGET LINE #	FY 2020 - 21 BREAKDOWN REQUEST	FY 2020 - 21 TOTAL REQUEST	INCREASE/DECREASE
201869	SITEONE LANDSCAPE SUPPLY, LLC	FY 2020-21 MAINTENANCE SUPPLIES AND PARTS	PUBLIC WORKS	7,000.00	202-463-757.000	500.00		
					202-478-757.000	400.00		
					203-463-757.000	2,500.00		
					203-478-757.000	1,100.00		
					592-537-757.000	2,000.00		
					640-851-939.100	500.00	7,000.00	-
201873	STATE OF MICHIGAN	FY 2020 - 21 PUBLIC WATER SUPPLY ANNUAL FEE	PUBLIC WORKS	6,000.00	592-536-818.000	6,000.00	6,000.00	-
201870	TRIPLE F FACILITY SERVICES	FY 2020 - 21 JANITORIAL SERVICES - MUNC BUILDING	PUBLIC WORKS	13,000.00	101-444-818.000	13,000.00	13,000.00	-
201877	WOLVERINE OIL & SUPPLY CO. INC.	FY 2020 - 21 HYDRAULIC OIL & SUPPLIES	PUBLIC WORKS	4,000.00	592-536-818.000	6,000.00	6,000.00	2,000.00
TOTAL PO STATUS: OPEN				2,458,643.86		2,438,566.00	2,438,566.00	116,022.14

7B

MEMO 20-33

RECEIVED

JUN 22 2020

CITY OF GROSSE POINTE WOODS  
CLERK'S DEPARTMENT

TO: Bruce Smith, City Administrator  
FROM: Frank Schulte, Director of Public Services *F.S.*  
DATE: May 27, 2020  
SUBJECT: Purchase – Morbark Chipper

The Department of Public Works needs to replace the 1994 Morbark Chipper. This piece of equipment is 26 years old and parts are no longer available due to the age. It has become unreliable.

The department recommends to purchase one 2020 Morbark Eeger Beaver 1415 Chipper, which is comparable in size and has a diesel engine. This piece of equipment is crucial to the department in order to continue providing the chipping service to our residents.

I have obtained a quote from Morbark, LLC for \$42,757.80, which includes delivery and a 60-month engine, transmission, and frame rail warranty through the Sourcewell Program. The Sourcewell Program is a cooperative purchasing program for states and government agencies and the City can take advantage of this government pricing offered.

Therefore, I recommend the purchase of one new 2020 Morbark Eeger Beaver 1415 Chipper from Morbark, LLC, 8507 South Winn Rd., P.O. Box 1000, Winn, MI 48896 in the amount of \$42,757.80. Funds are included for this purchase in the 2020/2021 fiscal year budget in the Motor Vehicles Capital Equipment – Public Works account No. 640-852-977.599.

I do not believe any benefit will accrue to the City by seeking further bids. Approved for Council consideration.

*Bruce Smith*  
\_\_\_\_\_  
Bruce Smith, City Administrator

*6/22/2020*  
\_\_\_\_\_  
Date

Fund Certification:

Account numbers and amounts have been verified as presented.

*Cathrene Behrens*  
\_\_\_\_\_  
Cathrene Behrens, Treasurer/Comptroller

*6/22/20*  
\_\_\_\_\_  
Date



Box 1000, Winn, Michigan, 48896  
 Telephone: 989-866-2381  
 Fax: 989-866-2280  
 www.morbark.com



Sold To: City of Grosse Pointe Woods Ship To: City of Grosse Pointe Woods  
1200 Parkway Dr 1200 Parkway Dr  
Grosse Pointe Woods, MI 48236 Grosse Pointe Woods, MI 48236  
 Account: 15747

Quote No. 5262020-1 Quote Date: 5/26/2020 Customer P.O. \_\_\_\_\_ Requested: 45 Days ARO

Contact: Frank Schulle Contact #: (313) 343-2460 Delivery Instructions:  
 Preparer: Jeremy Bealty Terms: Net 30 Best Way  
Jeremy Bealty

**2020 MORBARK EEGER BEEVER™ 1415 (formerly known as M12R)**

**EQUIPMENT AND OPTIONS**

**STANDARD UNIT:**

- ♣ Morbark orange urethane paint system
- ♣ Infeed with rigid tray and control handle to actuate feed wheels and dual safety pull cables
- ♣ Dual horizontal feed wheel compression system with hydraulic lift assist, spring assisted down pressure and manually applied hydraulic down pressure at the valve handle
- ♣ Reversing automatic feed system
- ♣ 21-3/8" diameter x 14-1/2" wide staggered knife pocket drum with two (2) dual-edged chipper knives and dual sided chambered air impeller system
- ♣ 24-1/2-gallon lockable fuel tank with drain plug, sight gauge and shut-off valve
- ♣ 17-gallon lockable hydraulic reservoir with sight gauge, drain plug and clean-out cover
- ♣ Live hydraulics; ball valve, pump, motor and control valve
- ♣ Manual crank swivel discharge chute with 360° rotation, bottom clean-out door and adjustable flipper
- ♣ 8.2#, 6" channel frame rails with cross bracing for additional structural rigidity
- ♣ 5" x 3" tubular steel telescoping drawbar with (2) 12" extensions, adjustable hitch plate with 2-1/2" pintle ring and 3/8" thick safety chains with clasp hooks
- ♣ 7,000# Torflex axle, electric brakes, break-away actuator with 235/80R x 16" radial tires and hexagon splash guard fenders
- ♣ 5000# side wind tongue jack with stationary foot pad
- ♣ Lockable steel battery box with 8D, 1400CCA battery and steel tool box
- ♣ Registration and operator guide holder
- ♣ Complete set of manuals including: Safety and Operator's, Parts Manual with electronic back-up, which also includes a Safety Video and OEM component manuals. Also included is an engine manual if applicable along with start-up paperwork
- ♣ Enclosed engine with gauge panel, radiator fins screen and slide rails for belt adjustment
- ♣ Trailer wiring package includes: 7-pin flat electrical connector, LED tail lamps, LED side marker lamps, tail lights and license plate holder with light
- ♣ PSI 2.4L, 75-HP gasoline engine with automotive style clutch

**POWER OPTION:**

- ♣ Caterpillar C3.4F, Tier 4F, 74-HP diesel engine with automotive style clutch and block heater in lieu of standard (Limited Supply)

**Bolt on Options**

- ♣ Amber strobe light

**Custom Options (60 - 90 days)**

- ♣ Rake & Shovel Holder

F.O.B., Destination Point

Comments: Purchase Pursuant to Sourcewell Contract #050119-MBI, Member ID #G1845

**TOTAL CALCULATION**

Quantity Requested:	1
Total from Above Choices =	\$51,355.00
Tax Applied =	0.00%
Down Payment =	\$0.00
<b>Extended Price =</b>	<b>\$42,757.80</b>

QUOTE IS VALID FOR 30 DAYS



7C

MEMO 20-34

TO: Bruce Smith, City Administrator  
FROM: Frank Schulte, Director of Public Services FS  
DATE: May 27, 2020  
SUBJECT: Purchase – Ridgid 200' SeeSnake Camera

RECEIVED  
JUN 22 2020  
CITY OF GROSSE POINTE WOODS  
CLERK'S DEPARTMENT

The Department of Public Works currently uses televising sewer cameras to help residents with sewer line issues in their homes on a weekly basis. The department has two televising sewer cameras the 17 years old camera is broken and is unable to be repaired.

Currently the department has been providing this service to the city using only one camera. Recently this camera had to be repaired which left the city unable to assist a number of residents with sewer issues. Replacing the 17 year old sewer camera will allow the department to keep up with the resident's requests should the camera break down again.

The Department of Public Works requested quotes for a new televising sewer camera. We received the following quotes:

Fergusons WaterWorks #3389	\$11,004.40
Warren Pipe and Supply Co.	\$11,987.80
MTECH Company	\$12,075.00

Fergusons WaterWorks #3389 submitted the low quote in the amount of \$11,004.40 Therefore, I am requesting permission to purchase one Ridgid 200' SeeSnake Mini Push Camera from Fergusons WaterWorks #3389, 24425 Schoenherr Road, Warren, MI 48089 in the amount of \$11,004.40 Funds are included for this purchase in the 2020/2021 fiscal year budget in the Water/Sewer Equipment account no. 592-537-977.000.

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

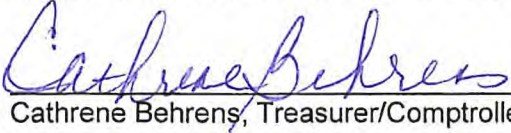
I do not believe any benefit will accrue to the City by seeking further bids. I do not believe any benefit will accrue to the City by seeking further bids. Approved for Council consideration.

  
Bruce Smith, City Administrator

6/22/2020  
Date

Fund Certification:

Account numbers and amounts have been verified as presented.

  
Cathrene Behrens, Treasurer/Comptroller

6/22/20  
Date



**Frank Schulte**

---

**From:** Jason.Sheridan@Ferguson.com  
**Sent:** Friday, June 19, 2020 3:11 PM  
**To:** Frank Schulte  
**Subject:** FW: Email Order# 0103288

**From:** Jason Sheridan - 3389 MICHIGANWW <jason.sheridan@ferguson.com>  
**Sent:** Friday, June 19, 2020 3:09 PM  
**To:** Jason Sheridan <Jason.Sheridan@Ferguson.com>  
**Subject:** Email Order# 0103288

**Order Confirmation # 0103288**

**FERGUSON WATERWORKS #3389**

24425 SCHOENHERR ROAD  
WARREN, MI 48089-4949

Phone : 586-459-4491  
Fax : 586-755-5861

---

**Order No...:** 0103288  
**Order Date:** 06/09/20  
**Writer.....:** JAS  
**Sold To.....:** CITY OF GROSSE POINTE WOODS  
20025 MACK PLAZA DRIVE  
GROSSE POINTE WOODS, MI 48236

**Req Date:** 07/15/20  
**Ship Via..:** COUNTER PICK-UP  
**Terms.....:** NET 10TH PROX  
**Ship To...:** CUSTOMER PICK-UP

**Cust PO#...:** CAMERA  
**Job Name..:** 313-343-2463

Item	Description	Quantity	Net Price	UM	Total
	PLEASE ALLOW 7 - 10 DAYS				
	FOR SHIPMENT TO COME IN				
	FRANK SHULTE				
	I-313-343-2463				
R57288	CS12 DIGIT MNTR W/ 2 BATRY CRGR	1	4173.200	EA	4173.20
R63603	200' 35MM STD REEL SL TS	1	6831.200	EA	6831.20

Subtotal: \$11004.40  
Inbound Freight: \$0.00  
Tax: \$0.00  
Order Total: \$11004.40



TO: Bruce Smith, City Administrator  
FROM: Frank Schulte, Director of Public Services  
DATE: May 28, 2020  
SUBJECT: Purchase – Water Truck

FS

RECEIVED  
JUN 22 2020  
CITY OF GROSSE POINTE WOODS  
CLERK'S DEPARTMENT

The Department of Public Works needs to replace the 2006 Workhorse Water Truck. This vehicle is used on water main breaks and sewer repairs, and has to have the capability to transport water pumps, water sleeves, lighting and other equipment as needed to make the appropriate repairs. We are experiencing an increasing number of mechanical issues. The catalytic convertor and turbo were replaced and are experiencing issues again. Engine injectors were replaced and the engine is currently knocking. The transmission will have to be replaced as the vehicle has trouble going into gear. The oil pressure is low and the vehicle is smoking heavily.

The department recommends to purchase one new Freightliner Water Truck to be used on all water main breaks. This would be beneficial to the department because water main breaks often happen at off hours and the vehicles and equipment need to be ready in a moment notice.

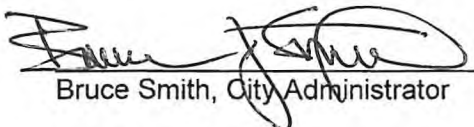
The City of East Pointe has recently purchased the same Freightliner Water Truck from Versalift Midwest and highly recommend the vehicle.

Versalift Midwest provided a quote to in the amount of \$181,869.00 to purchase one new 2020 Freightliner Water Truck. The water truck has a 60-month engine, transmission and frame rail warranty. Versalift Midwest belongs to the MiDeal Program. The MiDeal Program is a cooperative purchasing program for state and government agencies and the city can take advantage of the government pricing offered.

Therefore, I recommend the purchase of one 2020 Freightliner Water Truck from Versalift Midwest, 51761 Danview Technology Ct., Shelby Township, MI 48315 in the amount of \$181,869.00. Funds are included for this purchase in the 2020/2021 fiscal year budget in the Motor Vehicles Capital Equipment – Public Works account No. 640-852-977.599.

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

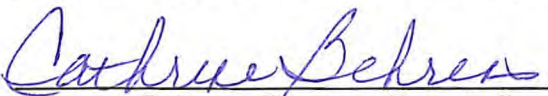
I do not believe any benefit will accrue to the City by seeking further bids. Approved for Council consideration.

  
\_\_\_\_\_  
Bruce Smith, City Administrator

6/22/2020  
Date

Fund Certification:

Account numbers and amounts have been verified as presented.

  
\_\_\_\_\_  
Cathrene Behrens, Treasurer/Comptroller

6/22/20  
Date

Versalift Midwest  
51761 Danview Technology Ct  
Shelby Charter Township MI  
48315



Phone: 586-991-0054  
Fax: 586-991-0074

Quote Number: 10032

**QUOTE**

Page: 1 of 4

<p><b>Quote To:</b></p> <p>GROSSE POINTE WOODS DPW 1200 Parkway Dr Grosse Pointe MI 48236-1234</p> <p>Phone: 313-343-2460      Fax:</p>	<p>Date: 5/27/2020 Expires: 6/17/2020 Reference: Terms: Net 30 Days Sales Person: Curt Anderson Fax: Email:</p>
---	---

MI-DEAL CONTRACT # 071B7700166

**FURNISH AND INSTALL:**

- 1) 18' UTILIMASTER BODY
- 18' L X 93 1/2" W X 85" H
- CAB DOOR OPTIONS INCLUDED:
- SLIDER DOORS ON LH/RH CAB
- SLIDER WINDOW LH/RH
- 4" LOWERED STEPWELL LH/RH
- INTERMEDIATE STEP LH
- KASON LOCK SELECTIONS
- STANDARD DOOR POCKETS
- REAR STRUCTURE:
- REAR SWING DOORS TWIN 20" SWG
- PIERCE AND ROLL CONSTRUCTION
- HINGES NONOFFSET
- EXTRA HINGE
- R38 HOLDBACK W/3" EXTENSION
- HEAVY DUTY RELEASE LH DOOR
- SLAMLOCK HARDWARE
- KASON REAR SWING DOOR HARDWARE
- BLACK FINISH
- KEY TO LOCK
- KEYED TO CAB DOOR
- SEATING 4 SEAT OPTIONS INCLUDED:
- DRIVERS SEAT
- HI BACK SEAT LH
- BLACK VINYL
- FIXED PEDESTAL STD. SEAT
- 3PT SEATBELT W/2 LOC D-RING
- PASSENGER SEAT
- HI-BACK SEAT RH
- BLACK VINYL
- TILT PED STD SEAT SETBACK 8"
- 3PT S/BELT W/2 LOC D-RING RH
- BULKHEAD OPTIONS INCLUDED:
- UTILITY BULKHEAD W/CENTER OPENING & DOOR

Versalift Midwest  
51761 Danview Technology Ct  
Shelby Charter Township MI  
48315



Phone: 586-991-0054  
Fax: 586-991-0074

Quote Number: 10032

QUOTE

Page: 2 of 4

- BLANDEX CORE W/.030 ALUM SKIN
- KASON LATCH
- BLACK FINISH
- KEY TO LOCK
- BULKHEAD SEAL KIT
- SETBACK BULKHEAD
- DRIVER CONVENIENCE OPTIONS INCLUDED:
  - SINGLE WIPER MOTOR SYSTEM
  - NON-SKID TAPE ON CAB FLOOR RISERS
  - SAFE T TREAD IN STEPWELL
  - DIESEL SOUND REDUCTION COWL
  - DUAL 12V USB CHARGE PORTS ON DASH
  - RADIO AM/FM/WB/BLUETOOTH JENSEN
  - WIRED KEY CONTROL ON ACCESSORY SIDE
  - 2 CAB FANS OVERHEAD SHELF MOUNT
  - WIRED KEYCONTROL ON ACCESSORY SIDE SUNVISOR DRIVER SIDE
  - SUNVISOR PADDED 8X28/SUNVISOR PASSENGER SIDE
  - ABS CUP HOLDER LH DASH MOUNT
  - EXTRA STIFFENER ON TRANS COVER
  - ALUMINUM ENGINE COVER
  - ALUMINUM DOCUMENT HOLDER 3X8X12 ON ENGINE COVER
  - OVERHEAD SHELF CENTER SUPPORT
  - CAB WORKTABLE RH DASH HEIGHT LG
- INTERIOR ACESSORY OPTIONS INCLUDED:
  - FIRE EXTINGUISHER 2.5" ABC
  - FIRST AID KIT
- DASH/INTERIOR LIGHTING OPTIONS INCLUDED:
  - CAB DOME LIGHT 18" LED
  - DOME LIGHT SWITCH DASH LIGHTED
  - CARGO LIGHT 3 WAY SWITCH ABOVE REAR DOORS ON HEADER
- ROOF OPTIONS INCLUDED:
  - .040" SMOOTH ALUMINUM EXTERIOR
  - .024" EMBOSSED INTERIOR
  - FIBERGLASS INSULATION R4
  - VENT 14"X14" NON-POWERED
- SIDE & REAR WALL OPTIONS INCLUDED:
  - HEAVY DUTY STUD PROFILE (HAT STYLE)
  - ROUND RUBRAIL PROFILE
  - STANDARD SIDEWALL LAYOUT
  - .100 UPPER / .100 LOWER SIDEWALL MTL
  - SIDEWALL LINER
  - 5/8" PLWOOD W/.060 KEMLITE
  - 1 3/8" POLYSTYRENE INSUL
  - VENT FRESH AIR 4X10 QTR PNL LH
  - GRIPSTRUT BUMPER
- EXTERIOR BODY OPTIONS INCLUDED:
  - TINTED WINDSHIELD W/O SHADE BAND
  - BONDED WINDSHIELD GLASS
  - EXT. MIRROR STEEL W.C. HEATED
  - MIRRORS WIRED: IGNITION HOT
  - 8" ROUND CONVEX SS MIRROR
  - REAR FENDER FLARE RUBBER
  - GRAB HANDLES
  - SWING DOOR INT. LH OFFSET 20" OPEN
  - DIM FROM GROUND TO CL OF HANDLE 72"
  - SWING DOOR INT. RH OFFSET 20" OPEN
  - MUD FLAPS REAR
  - FUEL FILL DOOR & CLOSER

Versalift Midwest  
51761 Danview Technology Ct  
Shelby Charter Township MI  
48315



Phone: 586-991-0054  
Fax: 586-991-0074

Quote Number: 10032

QUOTE

Page: 3 of 4

-WHEELWELL CUTOUT  
-RH DEF TANK FILL DOOR & CLOSER  
HOOD & FRONT BUMPER OPTIONS INCLUDED:  
-RIM LIFTUP HOOD  
-HALOGEN HEADLIGHTS ATC RECT  
-SEVEN TUBE GRILLE INSERT  
PAINT & DECAL OPTIONS INCLUDED:  
-SHERWIN WILLIAMS G2-4804482 WHITE  
-PAINT FRONT BUMPER STANDARD BLACK  
-PAINT REAR BUMPER STANDARD BLACK  
-DELETE UTILIMASTER LOGOS  
EXT. LIGHTING OPTIONS INCLUDED:  
-NOTE: SIDE FLOOD LIGHTS ARE NON ADJUSTABLE  
-TAIL LIGHTS 4.5" LED FLANGE MOUNTED LED STT & BACKUP  
-LED BACK UP LT  
-CLEARANCE LIGHTS  
-MINI CLEARANCE LTS IN REAR CORNERS  
-LED FRONT TURN LTS WHITE FLANGE  
-LED LICENSE PLATE CENTERED  
-SUPPL HIGH MNT STOP ID LTS  
-TAIL & BACK UP LIGHTS IN KICKPLATE STD  
-REAR TAILLIGHT WIRING SHIELD  
HVAC OPTIONS INCLUDED:  
-CAB AC W/ELECTRONIC CONTROLS  
-AUXILIARY CAB HEATER 15000BTU  
ELECTRICAL OPTIONS INCLUDED:  
-BACKUP ALARMS - PRECO  
-BACKUP CAMERA SYSTEM VOYAGER CAMERA W/LCD MONITOR  
-MONITOR ON IN REVERSE ONLY  
-LCD COLOR MONITOR  
-7" LCD COLOR MONITOR  
-(2) 12V RECEPTACLE ON DASH  
CHASSIS RELATED OPTIONS INCLUDED:  
-FRONT END ALIGNMENT (TOE IN ONLY)  
-ENCLOSE BATTERY BOX  
UTILITY TRUCK OPTIONS INCLUDED:  
-ONAN 5W DIESEL GENERATOR 120/240V  
-UTILITY TRUCK EXTERIOR LIGHTING  
  AMBER/GREEN LED MINI STROBE (CUSTOMER TO SUPPLY PART #)  
  2) FRONT HEADER MOUNTED LED STROBES  
  2) REAR HEADER MOUNTED LED STROBES  
  2) DRIVERSIDE HEADER FRONT AND REAR MOUNTED LED STROBES  
-50 AMP 120/240 SERVICE PANEL W/ SHORE PLUG  
-CARGO HEATER 120 VAC 18000 WATTS ON CARGO SIDE OF LH BULKHEAD FIXED  
  PANEL NEAR DOOR OPENING 6" FROM FLOOR  
-120V 15 AMP EXTERIOR OUTLET  
-120V 15 AMP INTERIOR OUTLET  
-EXTERIOR ADJUSTABLE LADDER STORAGE W/CLAMP  
-FRONT DOUBLE CONE HOLDER  
-FLIP DOWN REAR STEP BUMPER 30"WX12"D  
-INDUSTRIAL PRODUCT BADGES  
OTHER OPTIONS INCLUDED:  
-WEBASTO AIR CARGO HEATER AND COVER  
-(1) 14"X14" HATCH DOOR  
-BOSS UNDERDECK PTO AIR COMPRESSOR 175 PSI  
-FALSE WALL LADDER/STICK STORAGE  
-REELCRAFT 50' 1/2" AIR HOSE REEL  
-1" AIR QUICK COULPER ON CURB SIDE REAR BUMPER

Versalift Midwest  
 51761 Danview Technology Ct  
 Shelby Charter Township MI  
 48315



Phone: 586-991-0054  
 Fax: 586-991-0074

Quote Number: 10032

**QUOTE**

Page: 4 of 4

- 18' WORKBENCH W/GALVANNEAL OVERLAY
- TANK BOTTLE HOLDERS (4)
- TRAFFIC ADVISORY STICK LED W/MINI
- WHELEN PIONEER LED SCENE LIGHT PKG
- ALUMINUM EZ CARGO PKG
- NON SLIP COATING CENTER AISLE 18'
- 4 LARGE SWIVEL HOOKS
- AUX BATTERIES W/ COMPARTMENT
- VERTICAL VISE RECEIVER IN BUMPER
- RECEIVER TUBE HITCH

1) 2019 FREIGHTLINER MT55 CUM ISB 6.7-240 240 HP

TOTAL PRICE INSTALLED.....\$ 181,869.00/EACH

THANK YOU,

CURT ANDERSON

USD

Line	Part Description	Rev Drawing	Expected Qty	Unit Price	Ext. Price
1	UTLIMASTER UTLIMASTER TRUCK		1.00EA	181,869.00	181,869.00

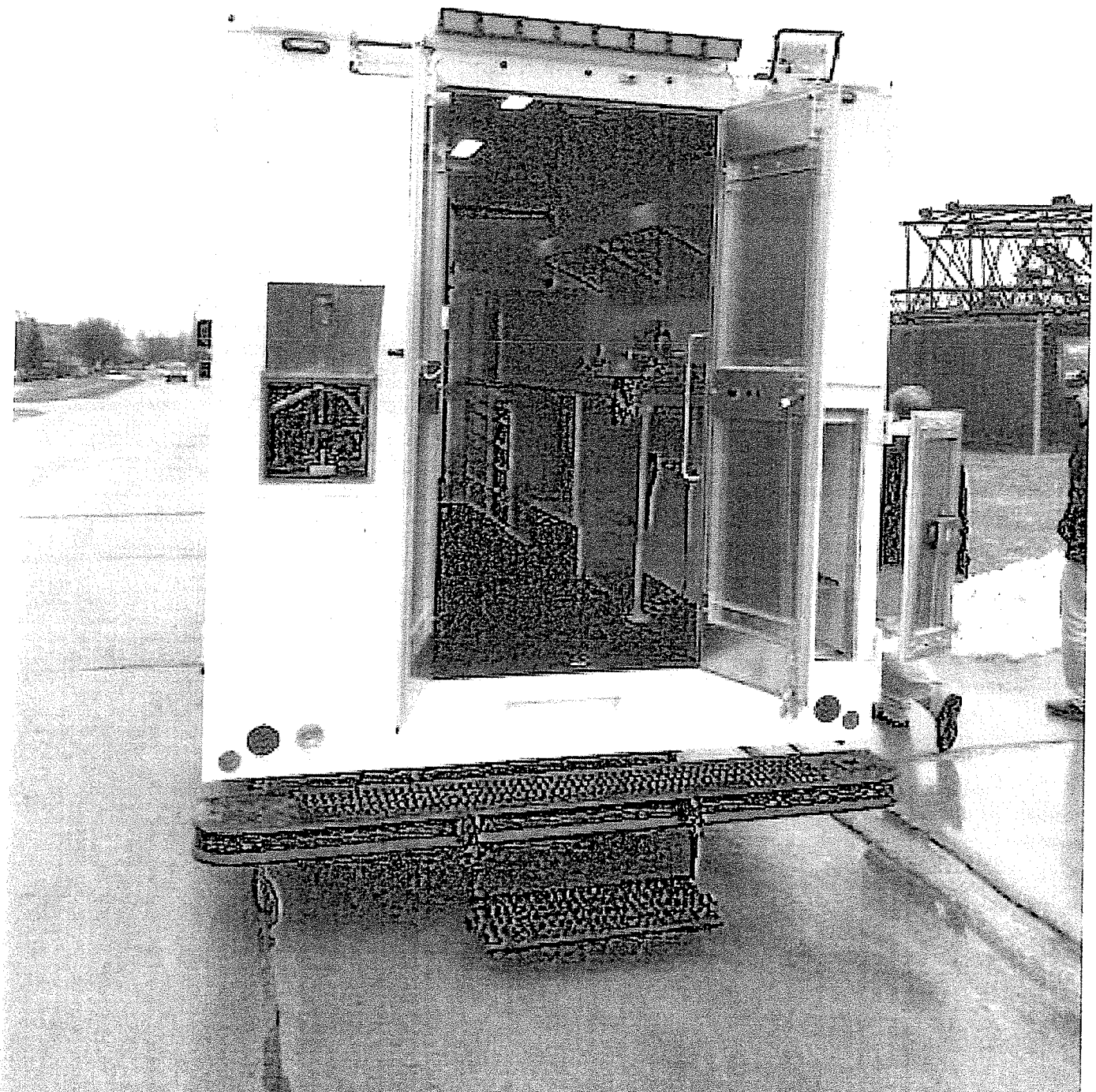
Lines Total	181,869.00
Total Taxes	0.00
Line Miscellaneous Charges	0.00
Quote Miscellaneous Charges	0.00
<b>Quote Total</b>	<b>181,869.00</b>



# Versalift Midwest Water Truck



# Versalift Midwest Water Truck

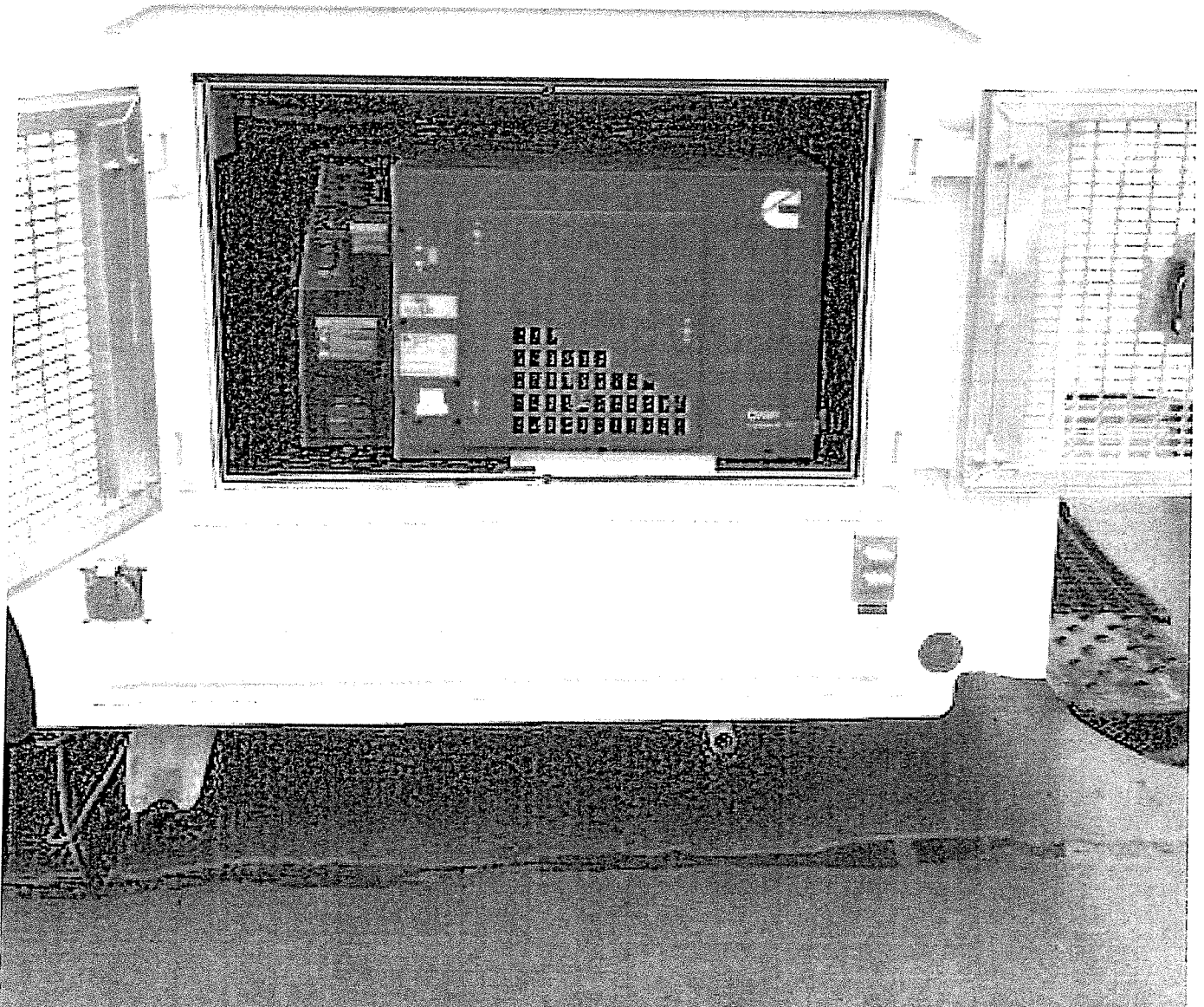


# Versalift Midwest Water Truck





# Versalift Midwest Water Truck





RECEIVED  
JUL - 9 2020  
CITY OF GROSSE POINTE WOODS  
CLERK'S DEPARTMENT

MEMO 20-36

TO: Bruce Smith, City Administrator  
FROM: Frank Schulte, Director of Public Services *FS*  
DATE: May 28, 2020  
SUBJECT: Purchase – 2500HD Pickup truck with Dump Box and Plow

The Department of Public Works needs to replace the 2003 GMC 2500 Ton Truck with dump box. This vehicle is 17 years old and currently experiencing an increasing number of mechanical issues. The cab, box and tailgate are rotted out and becoming hazardous.


The department recommends to purchase one new GMC 2500HD 4WD Regular Cab Pickup with dump box and plow. This would be similar to the other pickup trucks currently in the fleet that have been reliable. The GMC 2500HD will be utilized by the Department of Public Works for water main and sewer repairs, parking meter work and collection, and snow plowing of city streets, parking lots, and park areas.

I have received a quote from Todd Wenzel Buick GMC in amount of \$46,021.00 for a 2021 GMC 2500HD 4WD Regular Cab Pickup with dump box and plow through the Oakland County Bid Purchase Program. The Oakland County Bid Purchase Program is the lowest price available.

Therefore, I recommend that we purchase one 2021 GMC 2500HD 4WD Regular Cab Pickup with dump box and plow through the Oakland County Bid Purchase Program from Todd Wenzel Buick GMC, 35100 Ford Road, Westland, MI 48185 in the amount of \$46,021.00. Funds are included for this purchase in the 2020/2021 fiscal year budget in the Motor Vehicles Capital Equipment – Public Works account No. 640-852-977.599.

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

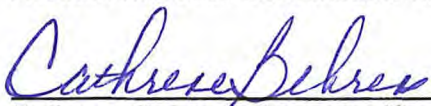
I do not believe any benefit will accrue to the City by seeking further bids. Approved for Council consideration.

  
\_\_\_\_\_  
Bruce Smith, City Administrator

*7/9/20*  
\_\_\_\_\_  
Date

Fund Certification:

Account numbers and amounts have been verified as presented.

  
\_\_\_\_\_  
Cathrene Behrens, Treasurer/Comptroller

*7/9/20*  
\_\_\_\_\_  
Date



**Todd Wenzel Buick GMC**

Paul Roop | 734-713-1064 | paul\_roop@hotmail.com

## **Grosse Pointe Woods**

**Prepared For: Frank Shulte**

313-343-2419

fshulte@gpwmi.us

Vehicle: [Fleet] 2020 GMC Sierra 2500HD (TK20903) 4WD Reg Cab 142"

**Oakland County / Grosse Pte Woods**

**Price \$41,451.00**

**Includes:**

- **Fisher HD 8' Snowplow with Sno-foil**
- **Municipal Strobe Light Pkg**
- **Ziebart Rustproofing**

**Option: Dumper Dog Insert Add \$4570.00**





# Todd Wenzel Buick GMC

Paul Roop | 734-713-1064 | paul\_roop@hotmail.com

Vehicle: [Fleet] 2020 GMC Sierra 2500HD (TK20903) 4WD Reg Cab 142" (✔ Complete)

## Selected Model and Options

### MODEL

CODE	MODEL
TK20903	2020 GMC Sierra 2500HD 4WD Reg Cab 142"

### COLORS

CODE	DESCRIPTION
GAZ	Summit White

### OPTIONS

CODE	DESCRIPTION
E63	Pickup bed includes bed assist step (Deleted when (ZW9) pickup bed delete is ordered.) (STD)
FE9	Emissions, Federal requirements
L8T	Engine, 6.6L V8 with Direct Injection and Variable Valve Timing, gasoline (401 hp [299 kW] @ 5200 rpm, 464 lb-ft of torque [629 N-m] @ 4000 rpm) (STD)
MYD	Transmission, 6-speed automatic, heavy-duty (STD)
JGD	GVWR, 10,450 lbs. (5012 kg) (Included and only available with TK20743 model and (L8T) 6.6L V8 gas engine with 17" wheels, or TK20903 model and (L8T) 6.6L V8 gas engine with 18" or 20" wheels.)
GT4	Rear axle, 3.73 ratio (Requires (L8T) 6.6L V8 gas engine.)
1SA	Work Truck Preferred Equipment Group includes standard equipment
PYT	Wheels, 18" (45.7 cm) 8-spoke painted steel, Silver
QF6	Tires, LT275/70R18E all-terrain, blackwall
ZYG	Tire, spare LT275/70R18 all-terrain, blackwall (Included and only available with (QF6) LT275/70R18E all-terrain, blackwall tires with (E63) pickup bed models. Available to order when (ZW9) pickup bed delete and (QF6) LT275/70R18E all-terrain, blackwall tires are ordered.)
GAZ	Summit White
A52	Seats, front 40/20/40 split-bench (no storage) (STD)
H1T	Jet Black, Cloth seat trim
IOR	Audio system, GMC Infotainment System with 7" diagonal color touch-screen AM/FM stereo with seek-and-scan and digital clock, includes Bluetooth streaming audio for music and select phones; featuring Android Auto and Apple CarPlay capability for compatible phones (STD)
ZLQ	Fleet Convenience Package includes (AQQ) Remote Keyless Entry, (K34) cruise control, (QT5) EZ Lift power lock and release tailgate and (DBG) outside power-adjustable vertical trairling with heated upper glass; also includes (AXG) power windows, express up/down driver, (AED) power windows, express down passenger and (AU3) power door locks (Not available with (PCI) Convenience Package. When ordered with (ZW9) pickup bed delete, (QT5) EZ Lift power lock and release tailgate is deleted. Note: (DBG) outside power-adjustable vertical trairling with heated upper glass can be upgraded to (DWI) trailer mirrors.)

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.  
 Data Version: 11068. Data Updated: May 26, 2020 10:12:00 PM PDT.



# Todd Wenzel Buick GMC

Paul Roop | 734-713-1064 | paul\_roop@hotmail.com

Vehicle: [Fleet] 2020 GMC Sierra 2500HD (TK20903) 4WD Reg Cab 142" (✓ Complete)

## OPTIONS

CODE	DESCRIPTION
VYU	Snow Plow Prep/Camper Package includes (KW5) 220-amp alternator, includes increased front GAWR on Heavy Duty models, (NZZ) skid plates (transfer case and oil pan), pass through dash grommet hole and roof emergency light provisions. (Requires 4WD model. Includes (KW5) 220-amp alternator and is upgradeable to (KHF) Dual alternators (220-amp primary, 170-amp auxiliary). Not available with (F60) Heavy Duty Front Spring/Camper Package.)
K4B	Battery, auxiliary, 730 cold-cranking amps/70 Amp-hr (Requires (L8T) 6.6L V8 gas engine and either (KW5) 220-amp alternator or (KHF) dual alternators. Not available with (KW7) 170-amp alternator.)
KW5	Alternator, 220 amps (Included with (L5P) Duramax 6.6L Turbo-Diesel V8 engine or (VYU) Snow Plow Prep/Camper Package. Free flow on (L8T) 6.6L V8 gas engine.)
JL1	Trailer brake controller, integrated (Required with (L5P) Duramax 6.6L Turbo-Diesel V8 engine. Regular Cab models Requires (PCI) Convenience Package or (ZLQ) Fleet Convenience Package. Included with (CMT) Gooseneck / 5th Wheel Prep Package.)
NZZ	Skid Plates protect the oil pan, front axle and transfer case (Included with (X31) X31 Off-Road Package or (VYU) Snow Plow Prep/Camper Package.)
CGN	Bed Liner, Spray-on, Pickup bedliner with GMC logo (does not include spray-on liner on tailgate due to Black composite inner panel) (Not available with (ZW9) pickup bed delete. Included with (CMT) Gooseneck / 5th Wheel Prep Package. Not available with any Ship Thrus EXCEPT (VSH), (VTV), (TCH) or (TCE).)
DBG	Mirrors, outside power-adjustable vertical trailing with heated upper glass, lower convex mirrors, integrated turn signals, manual folding/extending (extends 3.31" [84.25mm]), Black (Included and only available with (ZLQ) Fleet Convenience Package or (PCI) Convenience Package.)
QT5	Tailgate, gate function manual with EZ Lift includes power lock and release, includes hitch area light (Included and only available with (PCI) Convenience Package or (ZLQ) Fleet Convenience Package. Not available with (ZW9) pickup bed delete.)
AXG	Windows, power front, drivers express up/down (Standard on Crew Cab and Double Cab. On Regular Cab, included and only available with (PCI) Convenience Package or (ZLQ) Fleet Convenience Package.)
AED	Window, power front, passenger express down (Standard on Crew Cab and Double Cab. On Regular Cab, included and only available with (PCI) Convenience Package or (ZLQ) Fleet Convenience Package.)
AU3	Door locks, power (Standard on Crew Cab and Double Cab. On Regular Cab, included and only available with (PCI) Convenience Package or (ZLQ) Fleet Convenience Package.)
AQQ	Remote Keyless Entry (Included and only available with (PCI) Convenience Package or (ZLQ) Fleet Convenience Package.)
K34	Cruise control, steering wheel-mounted (Included with (PCI) Convenience Package or (ZLQ) Fleet Convenience Package.)
R9Y	Fleet Free Maintenance Credit This option code provides a credit in lieu of the free oil changes, tire rotations and inspections for one maintenance service during 1st year of ownership. The invoice will detail the applicable credit. The customer will be responsible for all oil change, tire rotations and inspections costs for this vehicle. *CREDIT*
VQ1	Fleet Processing Option

### Options Total

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 Data Version: 11068. Data Updated: May 26, 2020 10:12:00 PM PDT.

**Mike Roland**  
28130 Groesbeck Hwy.  
Roseville, MI 48066  
e-mail: [mrolaud@nbcte.com](mailto:mrolaud@nbcte.com)



**Q052015 (1)**

Phone: (586) 774-4900  
Fax: (586) 772-1280  
Cell: (586) 484-7335

## QUOTATION

May 26, 2020

Todd Wenzel GMC  
Attn: Paul Roop  
35300 Ford Road  
Westland, MI 48185

Ph# 734-721-1144  
Fx# 734-721-5539

We are pleased to submit the following quotation for your consideration:

**Re: City of Grosse Pointe Woods**

### ONE (1) FISHER ENGINEERING - 8' SERIES "HD2" SNOW PLOW PACKAGE

- **Minute Mount II® System** The Quickest And Easiest On/Off System Available
- 29" Moldboard Height • 12 Ga. Moldboard Construction
- 10 Vertical Blade Ribs • 4 Compression Type Spring • Exclusive Trip-Edge Design
- Spring Loaded Hinge Pins And Automatic Drop Jack Leg With Lever Actuation
- Angling Cylinders 1 ½" x 12" Rams • Plowing Width @ Full Angle – 7' 2"
- Insta-Act® 12 Volt Solenoid Electric/Hydraulic Front Mounted Power Pak
- **E-Force Isolation Module And lighting System**
- **Fish-Stik™ Controller**
- **Intensifire** Snow Plow Lights
- Marker Guides On Moldboard • Two Winter Warranty
- **8' SnoFoil Assembly**

### **Included in Quote**

### ONE (1) DUMPERDOGG 8' STEEL DUMP INSERT

- 2.0 Cu. Yd. Capacity • 12 Gauge Steel Construction
- Black Powder Coat Finish
- Electric / Hydraulic Power Unit With Push Button Control Box On 9' Cord
- Structural Channel Steel Hoist Frame Powder Coated Black
- Double Acting / Removable Steel Tailgate with ¾" Pins And Spreader Chains
- Manual Body Prop • 45° Dump Angle
- **Steel Cab Protector**
- **Remount OEM Review Camera**

### **Optional / Not included in quote**





**Mike Roland**  
28130 Groesbeck Hwy.  
Roseville, MI 48066  
e-mail: [mroland@nbcte.com](mailto:mroland@nbcte.com)



**Q052015 (1)**

Phone: (586) 774-4900  
Fax: (586) 772-1280  
Cell: (586) 484-7335

**ONE (1) ECCO 5590 REFLEX SERIES LED MINI BAR**

- Clear Lens Amber / Green LEDs
- Combines Reflective And TIR Optic LED Modules To Optimize Focused Front/Rear Warning And Wide-Angle Side Warning
- Temperature Range: -22°F To +122°F (-30°C To +50°C)

**EIGHT (4) 8892109 SURFACE MOUNT LED STROBE LIGHTS**

- 6 LED's **Amber & Green** • Clear lens
- SAE J595 Class 1 If Mounted Horizontally
- IP67 (waterproof)
- Aluminum Base, Black Powder Coat Finish
- Two (2) Mounted On The Grill And Two Mounted On Rear

**Included in quote**



7F

MEMO 20-37

RECEIVED

JUN 22 2020

CITY OF GROSSE POINTE WOODS  
CLERK'S DEPARTMENT

TO: Bruce Smith, City Administrator  
FROM: Frank Schulte, Director of Public Services *F.S.*  
DATE: May 28, 2020  
SUBJECT: Purchase – Compact Tractor with Backhoe

The Department of Public Works needs to replace the 2008 John Deere Tractor. This tractor is 2 years past its life expectancy of 10 years. The engine in this tractor has no power and parts are becoming increasingly difficult to find due to the design changes over the last decade. The cab is also rotting out and becoming hazardous.

The department recommends to purchase one new John Deere 3033R Compact Utility Tractor with Backhoe. This would be beneficial to the department due to the size, which makes it easier to maneuver in rear yards and easements to repair water main breaks and sewers.

AIS Construction Equipment has provided a quote to purchase one new John Deere 3033R Compact Utility Tractor with Backhoe through the MiDeal Program for \$56,974.79. The MiDeal Program is a cooperative purchasing program for state and government agencies and the city can take advantage of the government pricing offered.

Therefore, I recommend the purchase of one new John Deere 3033R Compact Utility Tractor with Backhoe from AIS Construction Equipment, 65809 Gratiot Avenue, New Haven, MI 48050 in the amount of \$56,974.79. Funds are included for this purchase in the Fiscal Year 2020-2021 Budget in the Motor Vehicles Capital Equipment – Public Works account No. 640-852-977.599.

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


I do not believe any benefit will accrue to the City by seeking further bids. Approved for Council consideration.

  
\_\_\_\_\_  
Bruce Smith, City Administrator

*6/22/2020*  
\_\_\_\_\_  
Date

Fund Certification:

Account numbers and amounts have been verified as presented.

  
\_\_\_\_\_  
Cathrene Behrens, Treasurer/Comptroller



JOHN DEERE

# YOUR CONTRACT.

# YOUR QUOTE.

# YOUR HELP REQUESTED.

**Ensure your equipment arrives with no delay.  
Issue your Purchase Order or Letter of Intent.**

To expedite the ordering process, please include the following information in Purchase Order or Letter of Intent:

For any questions, please contact:

Shipping address

Billing address

Vendor: John Deere Company

2000 John Deere Run Cary,  
NC 27513

Contract name and/or number

Signature

Tax exempt certificate, if applicable

**Gwen Pytlowany**

Distributing Corp of America  
65809 Gratiot Avenue  
Lenox, MI 48050

Tel: 586-727-7502

Fax: 586-727-7311

Email: [gpytlowany@aisequip.com](mailto:gpytlowany@aisequip.com)





ALL PURCHASE ORDERS MUST BE MADE OUT  
TO (VENDOR):  
Deere & Company  
2000 John Deere Run  
Cary, NC 27513  
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT  
TO DELIVERING DEALER:  
Distributing Corp of America  
65809 Gratiot Avenue  
Lenox, MI 48050  
586-727-7502  
lmeyers@aisequip.com

**Quote Summary**

**Prepared For:**  
Grosse Pointe Woods  
1200 Parkway Dr  
Grosse Pointe Woods, MI 48236  
Business: 313-806-2509

**Delivering Dealer:**  
**Distributing Corp of America**  
Gwen Pytlowany  
65809 Gratiot Avenue  
Lenox, MI 48050  
Phone: 586-727-7502  
gpytlowany@aisequip.com

**Quote ID:** 21975856  
**Created On:** 27 May 2020  
**Last Modified On:** 29 May 2020  
**Expiration Date:** 30 June 2020

Equipment Summary	Selling Price	Qty	Extended
JOHN DEERE 3033R Compact Utility Tractor (24 PTO hp) Contract: MI Ag, Grounds, and Roadside 071B7700085 (PG 3W CG 22) Price Effective Date: January 7, 2020	\$ 37,843.17 X	1 =	\$ 37,843.17
JOHN DEERE 375A Backhoe Contract: MI Ag, Grounds, and Roadside 071B7700085 (PG 3W CG 22) Price Effective Date: January 7, 2020	\$ 8,856.62 X	1 =	\$ 8,856.62
MetalPless Maxxx SDX532 Contract: MI Ag, Grounds, and Roadside 071B7700085 (PG 3W CG 22) Price Effective Date:	\$ 10,275.00 X	1 =	\$ 10,275.00
<b>Equipment Total</b>			<b>\$ 56,974.79</b>

\* Includes Fees and Non-contract items

**Quote Summary**

Equipment Total	\$ 56,974.79
Trade In	
SubTotal	\$ 56,974.79
Est. Service Agreement Tax	\$ 0.00
Total	\$ 56,974.79

Salesperson : X \_\_\_\_\_

Accepted By : X \_\_\_\_\_



---

**ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):**

Deere & Company  
2000 John Deere Run  
Cary, NC 27513  
FED ID: 36-2382580; DUNS#: 60-7690989

**ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:**

Distributing Corp of America  
65809 Gratiot Avenue  
Lenox, MI 48050  
586-727-7502  
lmeyers@aisequip.com

---

Down Payment	(0.00)
Rental Applied	(0.00)
<b>Balance Due</b>	<b>\$ 56,974.79</b>

Salesperson : X \_\_\_\_\_

Accepted By : X \_\_\_\_\_



JOHN DEERE

# Selling Equipment

Quote Id: 21975856

Customer Name: GROSSE POINTE WOODS

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company  
2000 John Deere Run  
Cary, NC 27513  
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Distributing Corp of America  
65809 Gratiot Avenue  
Lenox, MI 48050  
586-727-7502  
lmeyers@aisequip.com

## JOHN DEERE 3033R Compact Utility Tractor (24 PTO hp)

Hours:

Stock Number:

Contract: MI Ag, Grounds, and Roadside 071B7700085 (PG  
3W CG 22)

Selling Price \*  
\$ 37,843.17

Price Effective Date: January 7, 2020

\* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
1369LV	3033R Compact Utility Tractor (24 PTO hp)	1	\$ 24,642.00	16.00	\$ 3,942.72	\$ 20,699.28	\$ 20,699.28
<b>Standard Options - Per Unit</b>							
0202	United States	1	\$ 0.00	16.00	\$ 0.00	\$ 0.00	\$ 0.00
0409	English Operator's Manual and Decal Kit	1	\$ 0.00	16.00	\$ 0.00	\$ 0.00	\$ 0.00
1520	eHydro	1	\$ 1,393.00	16.00	\$ 222.88	\$ 1,170.12	\$ 1,170.12
1701	Factory Installed Loader with Bucket	1	\$ 6,143.00	16.00	\$ 982.88	\$ 5,160.12	\$ 5,160.12
2050	Cab with Standard Seat	1	\$ 8,709.00	16.00	\$ 1,393.44	\$ 7,315.56	\$ 7,315.56
2660	Factory Installed Stereo	1	\$ 495.00	16.00	\$ 79.20	\$ 415.80	\$ 415.80
3320	Dual Mid Selective Control Valve	1	\$ 0.00	16.00	\$ 0.00	\$ 0.00	\$ 0.00
3400	Less Mid PTO	1	\$ 0.00	16.00	\$ 0.00	\$ 0.00	\$ 0.00
4061	Less iMatch Quick Hitch Category 1	1	\$ 0.00	16.00	\$ 0.00	\$ 0.00	\$ 0.00
5223	41x14-20 (4PR, R3 Turf, 2 Position)	1	\$ -232.00	16.00	\$ -37.12	\$ -194.88	\$ -194.88
6223	27x8.5-15 (6PR, R3 Turf, 2 Position)	1	\$ 70.00	16.00	\$ 11.20	\$ 58.80	\$ 58.80
<b>Standard Options Total</b>			<b>\$ 16,578.00</b>		<b>\$ 2,652.48</b>	<b>\$ 13,925.52</b>	<b>\$ 13,925.52</b>
<b>Dealer Attachments/Non-Contract/Open Market</b>							
LVB24851	Horn Kit (Cab Only)	1	\$ 50.60	16.00	\$ 8.10	\$ 42.50	\$ 42.50
BLV10648	Back-up Alarm Kit	1	\$ 138.60	16.00	\$ 22.18	\$ 116.42	\$ 116.42
BW15073	Ballast Box	1	\$ 302.50	16.00	\$ 48.40	\$ 254.10	\$ 254.10
LVB24983	Air Seat Suspension Kit (Cab Only)	1	\$ 749.10	16.00	\$ 119.86	\$ 629.24	\$ 629.24
LVB24856	Rear Wiper Kit (Cab Only)	1	\$ 267.30	16.00	\$ 42.77	\$ 224.53	\$ 224.53





JOHN DEERE

# Selling Equipment

Quote Id: 21975856

Customer Name: GROSSE POINTE WOODS

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company  
2000 John Deere Run  
Cary, NC 27513  
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Distributing Corp of America  
65809 Gratiot Avenue  
Lenox, MI 48050  
586-727-7502  
lmeyers@aisequip.com

BLV10439 Front Three-Point Hitch (3033R-3046R)	1	\$ 1,435.50	16.00	\$ 229.68	\$ 1,205.82	\$ 1,205.82
LVB24852 Beacon Light Kit (Cab Only)	1	\$ 260.70	16.00	\$ 41.71	\$ 218.99	\$ 218.99
LVB24853 Rear Work Light Kit (2 Lights) (Cab Only)	1	\$ 161.70	16.00	\$ 25.87	\$ 135.83	\$ 135.83
LVB24844 External Mirror Kit (Cab Only)	1	\$ 203.50	16.00	\$ 32.56	\$ 170.94	\$ 170.94
RE566705 Dual USB Charger	1	\$ 0.00	16.00	\$ 0.00	\$ 0.00	\$ 0.00
BLV10637 A-FrameQuick Attach System	1	\$ 215.60	-2.04	\$ -4.40	\$ 220.00	\$ 220.00
<b>Dealer Attachments Total</b>		<b>\$ 3,785.10</b>		<b>\$ 566.72</b>	<b>\$ 3,218.37</b>	<b>\$ 3,218.37</b>
<b>Value Added Services Total</b>		<b>\$ 0.00</b>			<b>\$ 0.00</b>	<b>\$ 0.00</b>
<b>Total Selling Price</b>		<b>\$ 45,005.10</b>		<b>\$ 7,161.92</b>	<b>\$ 37,843.18</b>	<b>\$ 37,843.17</b>

## JOHN DEERE 375A Backhoe

### Equipment Notes:

Hours:

Stock Number:

Selling Price \*

Contract: MI Ag, Grounds, and Roadside 071B7700085 (PG 3W CG 22)

\$ 8,856.62

Price Effective Date: January 7, 2020

\* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
6165LV	375A Backhoe	1	\$ 9,946.00	16.00	\$ 1,591.36	\$ 8,354.64	\$ 8,354.64
<b>Standard Options - Per Unit</b>							
0202	United States	1	\$ 0.00	16.00	\$ 0.00	\$ 0.00	\$ 0.00
0409	English Operator's Manual and Decal Kit	1	\$ 0.00	16.00	\$ 0.00	\$ 0.00	\$ 0.00
1001	Subframe Mounting	1	\$ 0.00	16.00	\$ 0.00	\$ 0.00	\$ 0.00
3016	16 In. Bucket	1	\$ 162.00	16.00	\$ 25.92	\$ 136.08	\$ 136.08
	<b>Standard Options Total</b>		<b>\$ 162.00</b>		<b>\$ 25.92</b>	<b>\$ 136.08</b>	<b>\$ 136.08</b>
<b>Dealer Attachments/Non-Contract/Open Market</b>							
BLV10964	Power Beyond Kit (Cab Only)	1	\$ 435.60	16.00	\$ 69.70	\$ 365.90	\$ 365.90



JOHN DEERE

# Selling Equipment

Quote Id: 21975856      Customer Name: GROSSE POINTE WOODS

ALL PURCHASE ORDERS MUST BE MADE OUT  
TO (VENDOR):  
Deere & Company  
2000 John Deere Run  
Cary, NC 27513  
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT  
TO DELIVERING DEALER:  
Distributing Corp of America  
65809 Gratiot Avenue  
Lenox, MI 48050  
586-727-7502  
lmeyers@aisequip.com

Dealer Attachments Total	\$ 435.60	\$ 69.70	\$ 365.90	\$ 365.90
<b>Total Selling Price</b>	<b>\$ 10,543.60</b>	<b>\$ 1,686.98</b>	<b>\$ 8,856.62</b>	<b>\$ 8,856.62</b>

## MetalPless Maxxx SDX532

**Equipment Notes:**

Hours: 0

**Stock Number:**

**Selling Price \***

**Contract:** MI Ag, Grounds, and Roadside 071B7700085 (PG  
3W CG 22)

**\$ 10,275.00**

**Price Effective Date:**

\* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price	
SDX532	Hydraulic V Blade	1	\$ 9,475.00	0.00	\$ 0.00	\$ 9,475.00	\$ 9,475.00	
			<b>Other Charges</b>					
	Customer Setup	1	\$ 800.00			\$ 800.00	\$ 800.00	
	<b>Other Charges Total</b>		<b>\$ 800.00</b>			<b>\$ 800.00</b>	<b>\$ 800.00</b>	
	<b>Suggested Price</b>						<b>\$ 10,275.00</b>	
<b>Total Selling Price</b>			<b>\$ 10,275.00</b>		<b>\$ 0.00</b>	<b>\$ 10,275.00</b>	<b>\$ 10,275.00</b>	

76

MEMO 20-38

TO: Bruce Smith, City Administrator  
FROM: Frank Schulte, Director of Public Services  
DATE: May 28, 2020  
SUBJECT: Purchase – 5-yard Dump Truck

FS

RECEIVED  
JUN 22 2020  
CITY OF GROSSE POINTE WOODS  
CLERK'S DEPARTMENT

In the 2020/21 fiscal year, the Department of Public Works needs to replace the 1999 GMC 10-yard dump truck. We are experiencing an increasing number of mechanical issues. The cab, box and tailgate are rotted out and becoming hazardous.

The department recommends to purchase one new 5-yard dump truck with plow and salt spreader. This would be similar to the two 2016 Ford F750 5-yard dump trucks currently in the fleet that have been reliable. This would be beneficial to the department because the 5-yard dump trucks are smaller and easier to maneuver throughout the city. They are better sized for the needs of the city.

Jorgensen Ford Sales has provided a quote to purchase one new 2021 Ford F-750 Regular Cab Diesel with a plow and salt spreader through the MIDEAL Program for \$128,683.08, which includes delivery and a 60-month engine, transmission and frame rail warranty. The MiDeal Program is a cooperative purchasing program for state and government agencies and the city can take advantage of the government pricing offered.

Therefore, I recommend the purchase of one 2021 Ford F-750 Regular Cab Diesel with a plow and salt spreader from Jorgensen Ford Sales, 8333 Michigan Ave., Detroit, MI 48210 in the amount of \$128,683.08. Funds are included for this purchase in the Fiscal Year 2020-2021 Budget in the Motor Vehicles Capital Equipment – Public Works account No. 640-852-977.599.

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


I do not believe any benefit will accrue to the City by seeking further bids. Approved for Council consideration.

  
Bruce Smith, City Administrator

6/22/2020  
Date

Fund Certification:

Account numbers and amounts have been verified as presented.

  
Cathrene Behrens, Treasurer/Comptroller

6/22/20  
Date



Prepared by: william mccarthy

09/24/2019

Jorgensen Ford Sales, Inc. | 8333 Michigan Avenue Detroit Michigan | 482102172

2021 F-750 Diesel Regular Cab Base (F7D)

Price Level: 115

As Configured Vehicle

Code	Description	MSRP	Invoice
F7D	Base Vehicle Price (F7D)	\$70,945.00	\$61,830.00
99C	6.7L Power Stroke V8 Turbo Diesel - 270 HP @ 2400 RPM	STD	STD
425	50-State Emissions	N/C	N/C
44G	Ford TorqShift HD 6-Speed Automatic - Double Overdrive, less PTO Provision, less Park Pawl	STD	STD
41A	Transmission Power Take- Off Provision w/LiveDrive Capability and Tow/Haul	\$895.00	\$790.00
643	Wheels, Front 22.5x8.25 White Powder Coated Steel, 10-Hole	STD	STD
T2B	Tires, Front Two 11R22.5G Goodyear Fuel Max RSA (497 rev/mile)	STD	STD
663	Wheels, Rear 22.5x8.25 White Powder Coated Steel, 10-Hole	STD	STD
R2B	Tires, Rear Four 11R22.5G Goodyear Fuel Max RSA (497 rev/mile)	STD	STD
67A	Air Brakes - Straight Truck w/Traction Control	\$2,180.00	\$1,923.00
62D	Air Dryer, Bendix AD/IPS w/Heater	Included	Included
43D	14,000 lb. Cap. Non- Driving - Dana	\$1,280.00	\$1,129.00
61F	Taper-Leaf Springs, Parabolic - 14,000 lb. Cap	\$425.00	\$375.00

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.





Prepared by: william mccarthy

09/24/2019

Jorgensen Ford Sales, Inc. | 8333 Michigan Avenue Detroit Michigan | 482102172

2021 F-750 Diesel Regular Cab Base (F7D)

Price Level: 115

## As Configured Vehicle (cont'd)

Code	Description	MSRP	Invoice
60A	Lube, Front Axle, EmGard 50W, Synthetic Oil	\$50.00	\$45.00
479	23,000 lb. Single Reduction - Open - Dana / Spicer S23-172	\$2,320.00	\$2,048.00
18P	Driveshaft Upgrade	\$185.00	\$164.00
68F	Air Suspension - 23,000 lb. Cap	\$1,150.00	\$1,015.00
961	Shock Absorbers, Rear - Double Acting	Included	Included
607	Lube, Rear Axle, EmGard 75W-90, Synthetic Oil	\$100.00	\$88.00
X6E	6.83 Axle Ratio	N/C	N/C
158WB	158" Wheelbase/84" CA/49" AF/246" OAL	STD	STD
536	Single Channel - Straight 'C' 14.18 SM, 120,000 PSI	\$365.00	\$322.00
532	Frame Extension, Front - Integral 20" In Front of Grille	\$490.00	\$433.00
767	Bumper, Front - Swept Back, Painted Steel	\$345.00	\$304.00
86B	Grille, Fixed - Black/Gray	Included	Included
91G	Under Cab, Right Side Outlet, Switchback-Style	STD	STD
65B	Fuel Tank - LH 50 Gallon Rectangular - Aluminum	STD	STD
12	12 Gal. Single Tank Fuel Fill. Mandatory Charge Applied, Based On Tank Selection	\$0.00	\$37.08

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Prepared by: william mccarthy  
09/24/2019

Jorgensen Ford Sales, Inc. | 8333 Michigan Avenue Detroit Michigan | 482102172

2021 F-750 Diesel Regular Cab Base (F7D)

Price Level: 115

## As Configured Vehicle (cont'd)

Code	Description	MSRP	Invoice
STDALT	Extra Heavy Duty Alternator - 12-Volt, 200 Amp Denso SC5	Included	Included
55M	Jump Start Stud - Remote Mounted	\$90.00	\$80.00
63B	Battery - Two 900 CCA, 1800 Total, Includes Steel Battery Box	\$60.00	\$53.00
962	Daytime Running Lamps	\$45.00	\$39.00
88G	30/70 Air Ride Driver (External Air Source) & Fixed 2-Passenger Bench - Vinyl	\$395.00	\$349.00
600A	Preferred Equipment Package 600A	N/C	N/C
90P	Power Equipment Group - (Included in (90A) Appearance Group)	\$470.00	\$415.00
588	Radio: AM/FM Stereo w/2 Speakers, USB input, Clock Display and Bluetooth	STD	STD
54H	Mirrors, Dual - Rectangular, XL2020 - 96" Width	STD	STD
PAINT	Paint Type - Environmentally Friendly, "3 - Wet System"	STD	STD
E_01	Gray	N/C	N/C
YZ_01	Oxford White	N/C	N/C
<b>SUBTOTAL</b>		<b>\$81,790.00</b>	<b>\$71,439.08</b>

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Prepared by: william mccarthy  
09/24/2019

Jorgensen Ford Sales, Inc. | 8333 Michigan Avenue Detroit Michigan | 482102172

2021 F-750 Diesel Regular Cab Base (F7D)

Price Level: 115

### As Configured Vehicle (cont'd)

Code	Description	MSRP	Invoice
	Destination Charge	\$2,095.00	\$2,095.00
	TOTAL	\$83,885.00	\$73,534.08

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Mike Roland  
28130 Groesbeck Hwy.  
Roseville, MI 48066  
e-mail: [mroland@nbcte.com](mailto:mroland@nbcte.com)



Q052017  
Phone: (586) 774-4900  
Fax: (586) 772-1280  
Cell: (586) 484-7335

## QUOTATION

May 28, 2020

City of Grosse Pointe Woods  
Attn. Frank Schulte  
1200 Parkway  
Grosse Pointe Woods, MI 48236

P - 313-343-2460  
F - 313-343-2622  
Email: [fschulte@gpwmi.us](mailto:fschulte@gpwmi.us)  
[jduffy@gpwmi.us](mailto:jduffy@gpwmi.us)

We are pleased to submit the following quotation for budgetary Purposes:

### ONE (1) 10' HEIL @ DURACLASSTM "SL-316" BODY AND HOIST

- 6 - 8.2 Yard Capacity • 38" Front • 28" High Sides • 38" High Tailgate
- $\frac{3}{16}$ " Cor-Ten Steel Sides And Front, All Exposed Bends 1" Radius
- One Full-Length Self-Cleaning Brace Per Side
- 5  $\frac{1}{2}$ " Wide, 35° Sloped Rub Rails
- Front Corner Post 3  $\frac{7}{8}$ " Deep Flared
- 8" Bevel Plate Floor To Sidewall
- Fully Boxed 4  $\frac{5}{8}$ " x 8  $\frac{3}{8}$ " Top Rail
- 10" Wide x 5  $\frac{1}{2}$ " Deep Full Depth Rear Corner Posts
- $\frac{3}{16}$ " Cor-Ten Steel Floor
- Crossmemberless Sub-Frame • 9" Fabricated Corten Longitudinal Beams
- Two Panel Tailgate  $\frac{3}{16}$ " Cor-Ten Steel, Dirt Shedding Design
- **Manually Operated Tailgate • Greaseable Tailgate Hardware**
- $\frac{3}{8}$ " Diameter Proof Coil Double Acting Spreader Chains

### **Heil Model 1821 Single Cylinder Dual Support Arm Hoist**

- 13.5 Ton, NTEA Class 50 Hoist
- $\frac{5}{16}$ " Steel Hoist Frame
- 8" x 21" Hydraulic Cylinder With Chrome Plated Piston Rod
- Fully Gusseted Front And Rear Hoist Frame Crossmembers
- Heavy Platform Type Rear Hinges
- Body Raise Light In Cab
- Body Prop Kit
- 12 Volt Electronic Back-Up Alarm
- **Cor-Ten Steel  $\frac{1}{2}$  Cab Shield**

### HYDRAULIC SYSTEM

- Chelsea Hot Shift PTO • Commercial P330 Pump
- Force America Add-A-Stack 4020 Valve
- In Tank Filter With Synthetic Element
- Filter Indicator Gauge
- 3 Bank Pneumatic Control Set With Neutral Lock Hoist Section





**Mike Roland**  
28130 Groesbeck Hwy.  
Roseville, MI 48066  
e-mail: [mroland@nbcte.com](mailto:mroland@nbcte.com)



**Q052017**

Phone: (586) 774-4900  
Fax: (586) 772-1280  
Cell: (586) 484-7335

- **Dual Flow Control Manual Spreader Valve**
- **Stainless Steel Valve Enclosure**
- **Stainless Steel Frame Hydraulic Reservoir**

**ONE (1) FLINK MODEL VCT-12DD-S4 TAILGATE SPREADER**

- 304 Stainless Steel Trough And Lower Hinged Clean Out And Top Cover
- Direct Drive 6" Auger With Graduated Pitch • Left End of Auger Has Reversed Flighting
- 2 7/8" Auger Tube with 3/8" Flighting
- Positive Sliding Locking Bolt-Type Latches With Handles
- Auger Bearing -1 1/4" Sealed Self Adjusting Ball Bearing
- Easy On And Off Brackets • Convenient Bottom Clean Out
- 18" Poly Spinner Self Leveling
- Short Hose Group & Stainless Steel Quick Couplers

**ONE (1) FLINK MODEL FSP REVERSIBLE PLOW**

- Moldboard 10' Wide x 38" High
- Power Reversing • Field Adjustable Cannon Trip Mechanism
- Continuous Weld Moldboard
- 5/8" x 8" x 120" Steel Cutting Edge
- 34" Husting Hitch With 3" x 10" Lift Cylinder
- Screw Adjustable Wear Shoes

**ONE (1) PH-15 PINTLE HOOK**

- 30,000 Maximum Trailer Weigh • 6,000 Maximum Vertical Load
- Two (2) B40 D-Rings Mounted On 3/4" Plate With OEM Light Cut-Outs
- Pollack PO-12-707 Trailer Plug

**MISCELLANEOUS:**

- LED Amber / Green Warning Flashers System
- Star 7100LED Amber / Green Mini Bar Mounted On Cab Roof
- Two (2) Set 1/2" Rubber Mudflaps
- DOT Safety Kit Furnished And Installed
- Paint Dump Body One Color Single Stage Urethane Paint

**TOTAL INVESTMENT ----- \$55,149.00**

PRICES FOR THE ABOVE INSTALLED ON CUSTOMER SUPPLIED VEHICLE  
THE ABOVE PRICES DO NOT INCLUDE LOCAL, STATE OR FEDERAL TAXES

Sincerely,  
NBC Truck Equipment, Inc.

Michael Roland  
Sales Representative



7H

TO: Bruce Smith, City Administrator  
FROM: Frank Schulte, Director of Public Services FS.  
DATE: June 6, 2020  
SUBJECT: Purchase – Terrain AWD Utility Vehicle for Administration

RECEIVED  
JUN 22 2020  
CITY OF GROSSE POINTE WOODS  
CLERK'S DEPARTMENT

On May 29, 2020, an Operator I employee at Lake Front Park was crossing the interstation in a park pickup truck (PR-4) at Marter and Jefferson when a vehicle ran the red light and smashed into the city's vehicle. Thankfully, the driver was not hurt in the accident. Unfortunately, the park pickup truck (PR-4) was a total loss. The city received \$3,700.00 for the 2004 GMC Pickup from the city insurance company Tokio Marine HCC.

The loss of this vehicle left maintenance staff short a vehicle used in their daily duties. A few of those duties include collecting trash in all the city parks and the community center, servicing the dog poop stations on Fairford and Sunnydale Blvd., and servicing the Ghesquiere bathrooms. To meet the needs of the department, I requested the use of the 2017 Administration GMC Terrain from City Administrator Bruce Smith and City Clerk Lisa Hathaway to which both agreed. Then I provided the Park and Recreation with the 2015 GMC Pickup Truck I had used for daily transportation, to meet their needs.

This leaves the Administration short a vehicle to be used for various departments at City Hall to attend conferences, meetings, elections, and any other needs that may arise in place of using their personal vehicle.

Administration and the Department of Public Service is requesting to purchase one new 2020 GMC Terrain for replacement. I have received a quote from Todd Wenzel Buick GMC in the amount of \$26,241.00 for a 2020 GMC Terrain AWD 4-door SLE Utility Vehicle through the Oakland County Bid Purchase Program. The Oakland County Bid is the lowest price available and no further benefit would accrue to the city by going out for additional bids.

Therefore, I recommend that we purchase one new 2020 GMC Terrain AWD 4-door SLE Utility Vehicle through the Oakland County Bid Purchase Program from Todd Wenzel Buick GMC, 35100 Ford Road, Westland, MI 48185 at an amount of \$26,241.00. Funds were not included for this purchase in Fiscal Year 2020-2021 budget and will require a fund balance transfer from the Motor Vehicle Prior Year Fund Balance account no. 640-000-697.000 in the amount of \$26,241.00 into the Motor Vehicles Capital Equipment – General account No. 640-852-977.299.

I do not believe any benefit will accrue to the City by seeking further bids. Approved for Council consideration.

  
Bruce Smith, City Administrator

6/22/2020  
Date

Fund Certification:

Account numbers and amounts have been verified as presented.

 6/22/2020  
Cathrene Behrens, Treasurer/Comptroller



**Todd Wenzel Buick GMC**

Paul Roop | 734-713-1064 | paul\_roop@hotmail.com

## **City of Grosse Pte Woods**

Prepared For: Frank Schulte

313-343-2462

fschulte@gpwmi.us

Vehicle: [Fleet] 2020 GMC Terrain (TXB26) AWD 4dr SLE

**Oakland County / Grosse Pte Woods**

**Price                      \$26,241.00**



# Todd Wenzel Buick GMC

Paul Roop | 734-713-1064 | paul\_roop@hotmail.com

Vehicle: [Fleet] 2020 GMC Terrain (TXB26) AWD 4dr SLE ( Complete )

## Selected Model and Options

### MODEL

CODE	MODEL
TXB26	2020 GMC Terrain AWD 4dr SLE

### COLORS

CODE	DESCRIPTION
GB8	Ebony Twilight Metallic

### OPTIONS

CODE	DESCRIPTION
FE9	Emissions, Federal requirements
LYX	Engine, 1.5L Turbo DOHC 4-cylinder, SIDI, VVT (170 hp [127.0 kW] @ 5600 rpm, 203 lb-ft of torque [275.0 N-m] @ 2000 - 4000 rpm) (STD)
M3U	Transmission, 9-speed automatic 9T45, electronically-controlled with overdrive (STD)
FHB	Axle, 3.47 final drive ratio
3SA	SLE Preferred Equipment Group Includes Standard Equipment
RSB	Wheels, 17" x 7" (43.2 cm x 17.8 cm) Silver painted aluminum (STD)
5CY	Tires, P225/65R17 all-season blackwall (STD) (AWD models only.)
GB8	Ebony Twilight Metallic
AR9	Seats, front bucket (STD)
H1T	Jet Black, Premium cloth seat trim
IOR	Audio system, 7" diagonal GMC Infotainment System includes multi-touch display, AM/FM stereo, includes Bluetooth streaming audio for music and most phones; featuring Android Auto and Apple CarPlay capability for compatible phones (STD)
ZQ2	Driver Convenience Package includes (BTV) Remote Start, (CJ2) dual-zone automatic climate control, (KA1) driver and front passenger heated seats, (AG1) 8-way power driver seat adjuster, (AL9) driver power lumbar control and (V2P) roof-mounted luggage rack side rails
V2P	Luggage rack, side rails, roof-mounted (Included and only available with (ZQ2) Driver Convenience Package or (WJP) Elevation Edition. When (ZQ2) Driver Convenience Package is ordered, side rails will be Black painted. When (WJP) Elevation Edition is ordered, side rails will be Black.)
KA1	Seats, heated driver and front passenger (Included and only available with (ZQ2) Driver Convenience Package.)
AG1	Seat, driver 8-way power with 2-way power lumbar (Included and only available with (ZQ2) Driver Convenience Package.)
AL9	Seat, power driver lumbar control (Included and only available with (ZQ2) Driver Convenience Package.)
BTV	Remote Start (Included and only available with (ZQ2) Driver Convenience Package.)

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.

Data Version: 11107. Data Updated: May 31, 2020 10:09:00 PM PDT.





## Todd Wenzel Buick GMC

Paul Roop | 734-713-1064 | paul\_roop@hotmail.com

Vehicle: [Fleet] 2020 GMC Terrain (TXB26) AWD 4dr SLE (  Complete )

### OPTIONS

CODE	DESCRIPTION
CJ2	Air conditioning, dual-zone automatic climate control with individual climate settings for driver and right-front passenger (Included and only available with (ZQ2) Driver Convenience Package.)
R9Y	Fleet Free Maintenance Credit This option code provides a credit in lieu of the free oil changes, tire rotations and inspections for one maintenance service during 1st year of ownership. The invoice will detail the applicable credit. The customer will be responsible for all oil change, tire rotations and inspections costs for this vehicle. (Requires one of the following Fleet or Government order types: FBC, FBN, FCA, FCN, FEF, FLS, FNR, FRC or FGO. Not available with FDR order types.) *CREDIT*
VQ1	Fleet processing option

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Options Total

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Data Version: 11107. Data Updated: May 31, 2020 10:09:00 PM PDT.



## CITY OF GROSSE POINTE WOODS DEPARTMENT OF PUBLIC SAFETY



**Date:** July 01, 2020  
**To:** Bruce Smith, City Administrator  
**From:** John G. Kosanke, Director of Public Safety  
**Subject:** Purchase of Public Safety Patrol Vehicles and Equipment

RECEIVED  
JUL 10 2020  
CITY OF GROSSE POINTE WOODS  
CLERK'S DEPARTMENT

I am requesting that the City approve a purchase of two (2) new vehicles as replacements for well-used high-mileage vehicles within the department. Our current patrol fleet consists of eight marked vehicles. The department is requesting to purchase two 2020 Ford Police Interceptor Utility vehicles. This vehicle is the best option for the department when considering the other vehicles on the market in the same category. The same model was purchased in previous years by the department and has worked out well. Ford police vehicles are specifically designed to handle pursuit driving. The new 2020 model has been built with 160 pounds of extra steel to provide a new protective frame. The vehicles will be purchased through Signature Ford in Owosso at a municipal price with the Macomb County Contract #21-18 bid price. Signature Ford has provided excellent service, quality, and price compared to other quoted vendors from previous purchases.

The included warranty for the new vehicles is 36,000 miles or 36 months factory bumper to bumper and 100,000 miles or 60 months for the powertrain.

In addition to the purchase of vehicle, vendors have been secured for the vehicle equipment and build-out. The costs include all required equipment and installation. Canfield Equipment in Warren continues to be the chosen vendor for this work due to its workmanship, location, and price. Crossfire license plate frames will be purchased from HG2 Emergency Lighting in Orlando, Florida, a vendor which provides lighting solutions with little or no visual obstruction to the driver, as this item is not available through Canfield Equipment.

Radar equipment for one of the new vehicles will be purchased from Kustom Signals, Inc. of Lenexa, Kansas at the State of Michigan Contract 071B4300045 bid price. The graphics for the vehicles will be done by Majik Graphics in Clinton Township, a vendor which provides a lifetime guarantee on their work and has provided excellent service to us in the past.

The list of vendors is as follows:

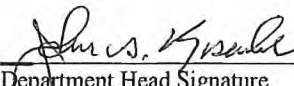
<b>Signature Ford</b>	<b>Canfield Equipment</b>	<b>Kustom Signals, Inc.</b>	<b>Majik Graphics</b>	<b>HG2 Lighting</b>
1960 E. Main St. Owosso, MI 48867	21533 Mound Road Warren, MI 48091	9652 Loiret Blvd. Lenexa, KS 66219-2416	19751 15 Mile Rd. Clinton Twp., MI 48035	477 N. Semoran Blvd. Orlando, FL 32807
2 2020 Interceptor Utility vehicles	Build-Out Equipment	1 Golden Eagle radar	Remove graphics from old vehicles	2 HG2 Crossfire license plates
36,000 miles/ 36-month warranty & 100,000 miles/ 60 month powertrain warranty	Installation	27-month warranty	Apply graphics to new vehicles	Shipping charges
<b>\$68,638.00</b>	<b>\$26,007.55</b>	<b>\$2,348.00</b>	<b>\$1,178.00</b>	<b>\$858.00</b>

The 2015 Ford Police Interceptor currently in use as vehicle 5-7, with 80,262 miles, will be utilized as a replacement for vehicle 5-11 which is used for training purposes.

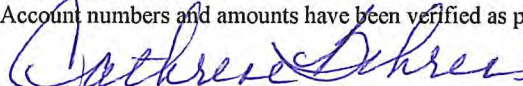
The 2016 Ford Police Interceptor currently in use as vehicle 5-1, with 85,096 miles, will be repurposed by the Department of Public Works as a replacement for their Park Ranger vehicle with over 100,000 miles.

The purchase of the new vehicles is an approved item in the 2020/2021 fiscal year budget in the **Vehicle Maintenance – Public Safety** fund (640-852-977-349) in the amount of \$100,000.00.

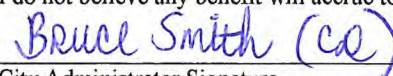
Recommend Approval of the above stated purchase in the amount of **\$99,029.55** as submitted. I do not believe any further benefit will accrue to the city to seek further competitive bids.

  
 \_\_\_\_\_  
 Department Head Signature

Fund Certification:  
 Account numbers and amounts have been verified as presented

  
 \_\_\_\_\_  
 Treasurer/Comptroller Signature

I do not believe any benefit will accrue to the City by seeking further bids. Approved for Council consideration.

  
 \_\_\_\_\_  
 City Administrator Signature





January 15, 2020

City of Grosse Pointe Woods  
Attn: Lt. Quincy Lefurgey  
20025 Mack Plaza  
Grosse Pointe Woods, MI 48236-2397

Dear Lt. Quincy Lefurgey:

Price on 2020 Vehicle on Macomb County Contract# 21-18 Bid:

(1) 2020 Ford Police Interceptor Utility AWD in Black	\$34,319.00 ea
(1) 2020 Ford Police Interceptor Utility AWD in Toreador	\$34,319.00 ea
<b>Total Delivered Price</b>	<b>\$68,638.00</b>

**\*Free Delivery to Anywhere in the Lower Peninsula of Michigan**

**Service Contract:** 36,000 miles or 36 months factory bumper to bumper warranty and 100,000 miles or 60 months powertrain warranty.

**Delivery date:** About 120 days from receipt of your PO.

**Order Cutoff Date: TBD.**

**Ford Motor Company does not guarantee delivery---Ford Motor Company will make reasonable efforts to schedule orders received prior to fleet order cut-off date.**

**Payment requirements:** All departments to pay on delivery of vehicle. 10-day grace period will be given if previous arrangements have been made. An \$8.00 per day floor plan will be charged if payment is not at the dealership within 10 days of delivery of the vehicle (s).

**If you have any questions please call me, 888-92-Fleet (888-923-5338).**

Respectfully Submitted,

*Bill Campbell*

Bill Campbell  
Government & Fleet Sales

1960 East Main St, Owosso, MI 48867  
888-92-FLEET or 888-923-5338, Fax 517-625-5832



**Macomb County Bid Price**  
 (Bid #12-07, MY2017) in the  
**State of Michigan**  
**2020 Utility Police Interceptor**  
**Major Standard Equipment**

**MECHANICAL**

- Axle Ratio – 3.73 (AWD)
- Brakes – 4-Wheel Heavy-Duty Disc w/H.D. Front and Rear Calipers
- Column Shifter
- DC/DC converter – 220-Amp (in lieu of alternator)
- Drivetrain – All-Wheel-Drive
- Electric Power-Assist Steering (EPAS) – Heavy-Duty
- Engine – 3.3L V6 Direct-Injection Hybrid Engine System
- Engine – V6 Direct-Injection FFV with 10-Speed Automatic Transmission (136-MPH Top Speed)
- Note: Deletes Regenerative Braking and Lithium-Ion Battery Pack; adds 250-Amp Alternator, replaces H7 AGM battery (800 CCA/80-amp) with H7 SLI battery (730 CCA/80-amp) and replaces 19-gallon tank with 21.4-gallon tank
- 3.0L V6 EcoBoost® with 10-Speed Automatic Transmission – (148-MPH Top Speed)
- Note: Deletes Regenerative Braking and Lithium-Ion Battery Pack; adds 250-Amp Alternator, replaces H7 AGM battery (800 CCA/80-amp) with H7 SLI battery (730 CCA/80-amp) and replaces 19-gallon tank with 21.4-gallon tank
- Engine Hour Idle Meter
- Engine Hour Meter
- Engine Oil Cooler
- Fuel Tank – 19-gallons
- H7 AGM Battery (800 CCA/80-amp)
- Lithium-Ion Battery Pack
- Suspension – independent front & rear
- Transmission – 10-speed automatic

**EXTERIOR**

- Antenna, Roof-mounted
  - Cladding – Lower bodyside cladding MIC
  - Door Handles – Black (MIC)
  - Exhaust True Dual (down-turned)
  - Front-Door-Lock Cylinders (Front Driver / Passenger / Liftgate)
  - Glass – 2nd Row, Rear Quarter and Liftgate Privacy Glass
  - Grille – Black (MIC)
  - Headlamps – Automatic, LED Low-and-High-Beam
  - Note: Includes Front Headlamp / Police Interceptor Housing (with LED wig-wag feature)
  - Pre-drilled hole for side marker police use, does not include LED strobe, but includes LED wig-wag functionality (eliminates need to drill housing assemblies and provides LED wig-wag feature)
  - Pre-molded side warning LED holes with standard sealed capability (does not include LED installed lights)
  - Wig-wag default is traditional ping-pong pattern; can be programmed to triple-burst pattern or ping-pong / triple-burst
  - Note: Must be wired to vehicle's light controller to enable wig-wag functionality; recommend Ready for the Road Package (67H) or Ultimate Wiring Package (67U)
  - Liftgate – Manual 1-Piece – Fixed Glass w/Door-Lock Cylinder
  - Mirrors – Black Caps (MIC), Power Electric Remote, Manual Folding with Integrated Spotter (integrated blind spot mirrors not included when equipped with BLIS®)
  - Spare – Full size 18" Tire w/TPMS
  - Spoiler – Painted Black
  - Tailgate Handle – (MIC)
  - Tail lamps – LED
  - Tires – 255/60R18 A/S BSW
  - Wheel-Lip Molding – Black (MIC)
  - Wheels – 18" x 8.0 painted black steel with wheel hub cover
  - Windshield – Acoustic Laminated
- INTERIOR/COMFORT**
- Cargo Hooks
  - Climate Control – Dual-Zone Electronic Automatic Temperature Control (DEATC)
  - Door-Locks
  - Power
  - Rear-Door Handles and Locks Operable
  - Fixed Pedals (Driver Dead Pedal)
  - Floor – Flooring – Heavy-Duty Thermoplastic Elastomer
  - Glove Box – Locking/non-illuminated
  - Grab Handles – (1 – Front-passenger side, 2-Rear)

**INTERIOR/COMFORT (continued)**

- Liftgate Release Switch located in overhead console (45 second timeout feature)
  - Lighting
  - Overhead Console
  - Red/White Task Lighting in Overhead Console
  - 3rd row overhead map light
  - Mirror – Day/night Rear View
  - Particulate Air Filter
  - Powerpoints – (1) First Row
  - Rear-door closeout panels
  - Rear-window Defrost
  - Scuff Plates – Front & Rear
  - Seats
  - 1st Row Police Grade Cloth Trim, Dual Front Buckets with reduced bolsters
  - 1st Row – Driver 6-way Power track (fore/aft. Up/down, tilt with manual recline, 2-way manual lumbar)
  - 1st Row – Passenger 2-way manual track (fore/aft. with manual recline)
  - Built-in steel intrusion plates in both driver/passenger seatbacks
  - 2nd Row Vinyl, 35/30/35 Split Bench Seat (manual fold-flat, no tumble) – fixed seat track
  - Speed (Cruise) Control
  - Speedometer – Calibrated (includes digital readout)
  - Steering Wheel – Manual / Tilt / Telescoping, Urethane wheel finish w/Silver Painted Bezels with Speed Controls and 4-user configurable latching switches
  - Sun visors, color-keyed, non-illuminated
  - Universal Top Tray – Center of I/P for mounting aftermarket equipment
  - Windows, Power, 1-touch Up/Down Front Driver/Passenger-Side with disable feature
- SAFETY/SECURITY**
- AdvanceTrac® w/RSC® (Roll Stability Control™)
  - Airbags, dual-stage driver & front-passenger, side seat, passenger-side knee, Roll Curtain Airbags and Safety Canopy®
  - Anti-Lock Brakes (ABS) with Traction Control
  - Brakes – Police calibrated high-performance regenerative braking system
  - Belt-Minder® (Front Driver / Passenger)
  - Child-Safety Locks (capped)
  - Individual Tire Pressure Monitoring System (TPMS)
  - LATCH (Lower Anchors and Tethers for Children) system on rear outboard seat locations
  - Rearview Camera with Washer viewable in 4.2" center stack.
  - Seat Belts, Pretensioner/Energy-Management System w/adjustable height in 1st Row
  - SOS Post-Crash Alert System™
- FUNCTIONAL**
- Audio
  - AM/FM / MP3 Capable / Clock / 4-speakers
  - Bluetooth® interface
  - 4.2" Color LCD Screen Center-Stack "Smart Display"
  - Note: Standard radio does not include USB Port or Aux. Audio Input Jack; Aux. Audio Input Jack requires SYNC 3®
  - Easy Fuel® Capless Fuel-Filler
  - Ford Telematics™ – Includes Ford Modem and complimentary 2-year trial subscription
  - Front door tether straps (driver/passenger)
  - Power pigtail harness
  - Recovery Hooks; two in front and trailer bar in rear
  - Simple Fleet Key (w/o microchip, easy to replace; 4-keys)
  - Two-way radio pre-wire
  - Two (2) 50 amp battery ground circuits – power distribution junction block (behind 2nd row passenger seat floorboard)
  - Wipers – Front Speed-Sensitive Intermittent; Rear Dual Speed Wiper Wipers – Front
- WARRANTY**
- 3 Year / 36,000 Miles Bumper / Bumper
  - 8 Year / 100,000 Miles Hybrid Unique Components
- POWERTRAIN CARE EXTENDED SERVICE PLAN**
- 5-year/100,000-mile Powertrain CARE Extended Service Plan (zero deductible) – Standard

**Police Interceptor Utility Base Prices**

<input checked="" type="checkbox"/>	Utility All Wheel Drive (3.3L V6 Direct-Injection FFV, 136 MPH, 99B/44U) K8A/500A	\$31,844.00
<input type="checkbox"/>	Utility All Wheel Drive (3.0L V6 EcoBoost, 148 MPH, 99C/44U) K8A/500A	\$35,656.00
<input type="checkbox"/>	Utility All Wheel Drive (3.3L V6 Direct-Injection Hybrid Eng., 136 MPH, 99W/44B) K8A/500A	\$34,959.00

**Payment Terms: Net 10 days**

VEHICLE BRAND AND MODEL: Ford Utility Police Interceptor

**BID PRICE EXPIRES: TBD.**

Subject to change without notice by Ford Motor Company

<u>VEHICLE COLOR: Order Code</u>	<u>Interior Trim Color</u>	
	<u>Charcoal Black (96)</u>	
Arizona Beige Clearcoat Metallic	[E3]	[ ]
Medium Brown Metallic	[BU]	[ ]
<del>(1) Dark Toreador Red Clearcoat Metallic</del>	<del>[JL]</del>	<del>[x]</del>
Dark Blue	[LK]	[ ]
Norsea Blue Clearcoat Metallic	[KR]	[ ]
Royal Blue	[LM]	[ ]
Light Blue Metallic	[LN]	[ ]
Vermillion Red	[E4]	[ ]
Smokestone Clearcoat Metallic	[HG]	[ ]
Silver Grey Metallic	[TN]	[ ]
Iconic Silver Clearcoat Metallic	[JS]	[ ]
<del>(1) Agate Black</del>	<del>[UM]</del>	<del>[x]</del>
Oxford White Clearcoat	[YZ]	[ ]
Blue Metallic	[FT]	[ ]
Sterling Grey Metallic	[UJ]	[ ]
Medium Titanium Clearcoat Metallic	[YG]	[ ]
Ultra Blue (Extra Cost Paint \$870)	[21U17]	[ ]

**INTERCEPTOR OPTIONAL FEATURES:**

Flooring/Seats

	<u>Code</u>	<u>\$Cost</u>
<input type="checkbox"/> 1st and 2nd row carpet floor covering	16C	125.00
<input type="checkbox"/> 2nd Row Cloth Seats	F6/ 88F	60.00
<input type="checkbox"/> Power passenger seat (6-way) w/manual recline and lumbar	87P	325.00
<input type="checkbox"/> Rear Console Plate (Not available with Interior Upgrade Pkg – 65U)	85R	45.00
<input checked="" type="checkbox"/> <u>Interior Upgrade Package</u>	65U	390.00

- 1st and 2nd Row Carpet Floor Covering
- Cloth Seats – Rear
- Center Floor Console less shifter w/unique Police console finish plate
- Includes Console and Top Plate with 2 cup holders
- Floor Mats, front and rear (carpeted)
- Deletes the standard console mounting plate (85D)
- SYNC@ 3
  - Enhanced Voice Recognition Communications and Entertainment System
  - 4.2" Color LCD Screen Center-Stack "Smart Display"
  - AppLink@
  - 911 Assist@

Note: SYNC@ AppLink@ lets you control some of your favorite compatible mobile apps with your voice. It is compatible with select smartphone platforms.

Lamps/Lighting

<input checked="" type="checkbox"/> Dark Car Feature – Courtesy lamp disable when any door is opened	43D	20.00
<input type="checkbox"/> Auto Headlamps	86L	115.00
<input type="checkbox"/> Daytime Running Lamps	942	45.00
<input type="checkbox"/> Side Marker Lights in Skull Caps	63B/60A	340.00
<input type="checkbox"/> Rear Quarter Glass Side Marker Lights	63L	575.00
<input type="checkbox"/> Front Warning Auxiliary Light (Driver side – Red / Passenger side – Blue)	21L/60A	600.00
<input type="checkbox"/> Front Interior Windshield Warning Lights (Red/Blue with take down)	96W	1145.00
<input type="checkbox"/> Rear Spoiler Traffic Warning Light	96T	1495.00
<input type="checkbox"/> Dome Lamp – Red/White in Cargo Area	17T	50.00

[ ] Pre-wiring for grille lamp, siren, and speaker	60A	50.00
[ ] Spot Lamp – Driver Only (LED Bulbs) (Unity)	51R	395.00
[ ] Spot Lamp – Driver Only (LED Bulbs) (Whelen)	51T	420.00
[x] Spot Lamp – Dual (driver and passenger) (LED Bulbs) (Unity)	51S	620.00
[ ] Spot Lamp – Dual (driver and passenger) (LED Bulbs) (Whelen)	51V	665.00
<b>Body</b>		
[ ] Glass – Solar Tint 2nd and 3rd Row (Deletes Privacy Glass)	92G	120.00
[ ] Glass – Solar Tint 2nd Row (Privacy Glass on Rear Quarter and Liftgate Window)	92R	85.00
[ ] Deflector Plate	76D	335.00
<b>Wheels</b>		
[ ] Wheel Covers (18" Full Face Wheel Cover)	65L	60.00
[ ] 18" Painted Aluminum Wheel	64E	475.00
<b>Misc</b>		
[ ] Engine Block Heater	41H	90.00
[ ] License Plate Bracket – Front	153	N/C
[ ] Badge Delete (Police Interceptor Badge Only)	16D	N/C
[ ] 100 Watt Siren/Speaker (includes bracket and pigtail)	18X	300.00
[ ] Aux Air Conditioning	17A	610.00
[x] Noise Suppression Bonds (Ground Straps)	60R	100.00
[x] OBD-II Split Connector – Allows up to 2 devices to be connected to the vehicle's OBD-II port	61B	55.00
[ ] My Speed Fleet Management	43S	60.00
<b>Audio/Video</b>		
[ ] Rear View Camera (Includes Electrochromic Rear View Mirror – Video is displayed in rear view mirror) Note: This option would replace the camera that comes standard in the 4" center stack area.	87R	N/C
[ ] Rear Camera On-Demand – allows driver to enable rear camera on-demand	19V	230.00
[ ] SYNC® Basic (Voice Activated Communication System)	53M	295.00
[ ] Remappable (4) switches on steering wheel	61R/61S	155.00
<b>Doors/Windows</b>		
[x] Global Lock / Unlock feature (Door-panel switches will lock/unlock all doors and rear liftgate. Eliminates the overhead console liftgate unlock switch) ***** OLD STYLE REAR HATCH LOCK / UNLOCK *****	18D	N/C
[ ] Hidden Door Lock Plunger	52H	140.00
[ ] Hidden Door Lock Plunger and Rear Door Handle Inoperable	52P	160.00
[ ] Rear Door Handles Inoperable/Locks Operable	68L	35.00
[x] Rear Door Handles Inoperable/Locks Inoperable	68G	35.00
[x] Windows-Rear window power delete, operable from front driver side switches	18W	25.00
[x] Lock system; Single Key/All Vehicles Keyed Alike	59E	50.00
Keyed Alike 1284x= 59B    Keyed Alike 1294x= 59C    Keyed Alike 0135x= 59D		
Keyed Alike 1435x= 59E    Keyed Alike 0576x= 59F    Keyed Alike 0151x= 59G		
Keyed Alike 1111x= 59J		
<b>Safety &amp; Security</b>		
[ ] Ballistic Door Panels – Driver Front Door Only (Level 3)	90D	1585.00
[ ] Ballistic Door Panels – Driver & Pass Front Doors (Level 3)	90E	3170.00
[ ] Ballistic Door Panels – Driver Front Door Only (Level 4+)	90F	2415.00
[ ] Ballistic Door Panels – Driver & Pass Front Doors (Level 4+)	90G	4830.00
[ ] BLIS® – Blind Spot Monitoring with Cross Traffic Alert	55B/54Z	545.00
[ ] Police Perimeter Alert – detects motion in an approximately 270-degree radius on sides and back of vehicle; if movement is determined to be a threat, chime will sound at level I. Doors will lock and windows will automatically go up at level II. Includes visual display in instrument cluster with tracking.	68B	675.00
[ ] Pre-Collision Assist with Pedestrian Detection (includes Forward Collision Warning and Automatic Emergency Braking and unique disable switch for Law Enforcement use) Note: Not available with option 96W	76P	145.00
[x] Mirrors – Heated, Non BLIS	549	60.00
[ ] Lockable Gas Cap for Easy Fuel Capless Fuel-Filler	19L	20.00
[ ] Perimeter Anti-Theft Alarm – Activated by Hood, Door, or Decklid	593/55F	460.00
[ ] Remote Keyless Entry w/4 Key Fobs (w/o Keypad)	55F	340.00
[ ] Police Engine Idle Feature	47A	260.00

[ ]	Extra Key \$6.00x__ =	Parts	6.00 ea
[ ]	Remote Starter (Must Order Keyless Entry 55F)	Parts	550.00
[ ]	Reverse Sensing	76R	275.00
[ ]	Class III Trailer Tow Lighting Package (4-pin and 7-pin connectors and wiring)	52T	80.00
[ ]	H8 AGM Battery (900 CCA/92-amp)	19K	110.00
[ ]	Gun Vault (Not Available with (17A) Aux Air Conditioning)	63V	245.00
[x]	<b>Front Headlamp Lighting Solution</b>	66A	895.00
	<ul style="list-style-type: none"> <li>• Includes LED Low beam/High beam headlamp, Wig-wag function and Red/Blue/White LED side warning lights (driver's side White/Red / passenger side White/Blue)</li> <li>• Includes pre-wire for grille LED lights, siren and speaker (60A)</li> <li>• Wiring, LED lights included, Controller "not" included</li> </ul>		
	Note: Not available with option: 67H		
	Note: Recommend using Ultimate Wiring Package (67U)		
[x]	<b>Police Wire Harness Connector Kit – Front/Rear</b>	67V	185.00
	For connectivity to Ford PI Package solutions Includes:		
	• Front		
	– (2) Male 4-pin connectors for siren		
	– (5) Female 4-pin connectors for lighting/siren/speaker		
	– (1) 4-pin IP connector for speakers		
	– (1) 4-pin IP connector for siren controller connectivity		
	– (1) 8-pin sealed connector		
	– (1) 14-pin IP connector		
	• Rear		
	– (2) Male 4-pin connectors for siren		
	– (5) Female 4-pin connectors for lighting/siren/speaker		
	– (1) 4-pin IP connector for speakers		
	– (1) 4-pin IP connector for siren controller connectivity		
	– (1) 8-pin sealed connector		
	– (1) 14-pin IP connector		
	Note: Note: See Upfitters guide for further detail <a href="http://www.fordpoliceinterceptorupfit.com">www.fordpoliceinterceptorupfit.com</a>		
[ ]	<b>Tail lamp/Police Interceptor Housing Only</b>	86T	60.00
	• Pre-existing holes with standard twist lock sealed capability (does not include LED Strobe lights) (eliminates need to drill housing assemblies)		
	Note: Not available with options: 66B and 67H		
[x]	<b>Tail Lamp Lighting Solution</b>	66B	430.00
	• Includes LED lights plus two (2) rear integrated hemispheric lighthead white LED side Warning lights in taillamps		
	• LED lights only. Wiring, controller "not" included		
	Note: Not available with option: 67H		
	Note: Recommend using Ultimate Wiring Package (67U)		
[ ]	<b>Rear Lighting Solution</b>	66C	455.00
	• Includes two (2) backlit flashing linear high-intensity LED lights (driver's side red / passenger side blue) mounted to inside liftgate glass		
	• Includes two (2) backlit flashing linear high-intensity LED lights (driver's side red / Passenger side blue) installed on inside lip of liftgate (lights activate when liftgate is open)		
	• LED lights only. Wiring, controller "not" included		
	Note: Not available with option: 67H		
	Note: LED lights only – does "not" include wiring or controller		
	Note: Recommend using Ultimate Wiring Package (67U)		
[ ]	<b>Ultimate Wiring Package</b>	67U	560.00
	• Rear console mounting plate (85R) – contours through 2nd row; channel for wiring		
	• Pre-wiring for grille LED lights, siren and speaker (60A)		
	• Wiring harness I/P to rear cargo area (overlay)		
	– Two (2) light cables – supports up to six (6) LED lights (engine compartment/grille)		
	– One (1) 10-amp siren/speaker circuit engine cargo area		
	• Rear hatch/cargo area wiring – supports up to six (6) rear LED lights		
	• Does "not" include LED lights, side connectors or controller		
	– Recommend Police Wire Harness Connector Kit 67V		
	Note: Not available with options: 65U, 67H		



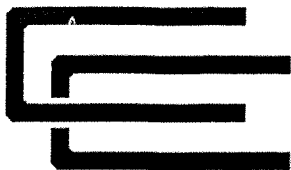
[ ] Ready for the Road Package All-In Complete Package 67H 3595.00

All-in Complete Package – includes Police Interceptor Packages: 66A, 66B, 66C, plus

- Whelen Cencom Light Controller Head with dimmable backlight
- Whelen Cencom Relay Center / Siren / Amp w/Traffic Advisor control (mounted behind 2nd row seat)
- Light Controller / Relay Cencom Wiring (wiring harness) w/additional input/output pigtails
- High current pigtail
- Whelen Specific WECAN Cable (console to cargo area) connects Cencom to Control Head
- Pre-wiring for grille LED lights, siren and speaker (60A)
- Rear console plate (85R) – contours through 2nd row; channel for wiring
- Grille linear LED Lights (Red / Blue) and harness
- 100-Watt Siren / Speaker
- Hidden Door-Lock Plunger w/Rear-door controls inoperable (locks, handles and windows) (52P)

Note: Not available with options: 66A, 66B, 66C, 67U and 65U

**Total Price \$34,319.00 ea**



**CANFIELD  
EQUIPMENT  
SERVICE, INC.**

QUOTATION

1

QUOTE NO.	138765
DATE	06/30/20
EXPIRES	08/01/20

21533 Mound Road, Warren, MI 48091  
Phone: 586.757.2020 Fax: 586.757.2294

SUBMITTED TO 3432400  
GROSSE POINTE WOODS  
20025 MACK PLAZA DRIVE

GROSSE POINTE WOODS MI 48236  
PHONE: 313-343-2419

SHIP TO:  
Grosse Pointe Woods  
20025 Mack Plaza Drive

Grosse Pointe Woods MI 48236  
CONTACT: Lt. Lefurgey

TERMS	F.O.B	SALES REP	WRITTEN BY	POOL NO.	TAG
N30		K ENGBLOM	KE		
YOUR INQUIRY		MAKE	MODEL	YEAR	EST SHIP DATE

We hereby submit our quotation, subject to all terms and conditions as set forth below or on attached sheets.

Furnish and install the following equipment in a 2020 Ford Utility #5-1

Whelen

1 100 Watt Siren Speaker  
1 Vehicle Specific Siren Speaker Bracket  
\*Installed behind the grille  
\$220.98

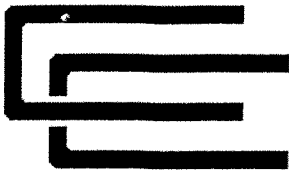
Whelen

1 ION Series LED Red  
1 ION Series LED Blue  
\*Mounted in the grille, blue on driver side  
\$202.50

Whelen

1 InnerEdge Red/Blue Front facing  
\$1,350.80

\*\*\* CONTINUED NEXT PAGE \*\*\*

**CANFIELD  
EQUIPMENT  
SERVICE, INC.**

21533 Mound Road, Warren, MI 48091  
Phone: 586.757.2020 Fax: 586.757.2294

SUBMITTED TO 3432400  
GROSSE POINTE WOODS  
20025 MACK PLAZA DRIVE

GROSSE POINTE WOODS MI 48236  
PHONE: 313-343-2419

QUOTATION 2

QUOTE NO.	138765
DATE	06/30/20
EXPIRES	08/01/20

SHIP TO:  
Grosse Pointe Woods  
20025 Mack Plaza Drive

Grosse Pointe Woods MI 48236  
CONTACT: Lt. Lefurgey

TERMS	F.O.B	SALES REP	WRITTEN BY	POOL NO.	TAG
N30		K ENGBLOM	KE		
YOUR INQUIRY		MAKE	MODEL	YEAR	EST SHIP DATE

We hereby submit our quotation, subject to all terms and conditions as set forth below or on attached sheets.

Whelen

1 ION Series LED Red  
1 ION Series LED Blue  
\*One installed in each rear side window  
\*Blue on driver side  
\$202.50

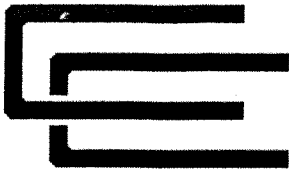
Whelen

1 Vehicle Specific Mirror Beams Red/Blue  
\*Red on mounted on driver side  
\$334.55

Whelen

1 ION Series LED Red  
1 ION Series LED Blue  
1 Spoiler Bracket Pair  
\*Installed on the rear spoiler  
\$220.50

\*\*\* CONTINUED NEXT PAGE \*\*\*

**CANFIELD  
EQUIPMENT  
SERVICE, INC.**

21533 Mound Road, Warren, MI 48091  
Phone: 586.757.2020 Fax: 586.757.2294

SUBMITTED TO 3432400  
GROSSE POINTE WOODS  
20025 MACK PLAZA DRIVE

GROSSE POINTE WOODS MI 48236  
PHONE: 313-343-2419

QUOTATION 3

QUOTE NO.	138765
DATE	06/30/20
EXPIRES	08/01/20

SHIP TO:  
Grosse Pointe Woods  
20025 Mack Plaza Drive

Grosse Pointe Woods MI 48236  
CONTACT: Lt. Lefurgey

TERMS	F.O.B	SALES REP	WRITTEN BY	POOL NO.	TAG
N30		K ENGBLOM	KE		
YOUR INQUIRY		MAKE	MODEL	YEAR	EST SHIP DATE

We hereby submit our quotation, subject to all terms and conditions as set forth below or on attached sheets.

Whelen  
1 Rear Facing OuterEdge  
\$902.80

Sound Off  
1 Vehicle Specific Taillight Flasher  
\*Wired to manufacture specs  
\$84.44

Pro-Gard  
1 Pro-Cell Prisoner Transport System  
\*Includes the following:  
-Half Partition  
-Transport Seat  
-Pair Door Panels  
-Pair Window Panels  
-Cargo Partition  
\$2,188.20

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**CANFIELD  
EQUIPMENT  
SERVICE, INC.**

21533 Mound Road, Warren, MI 48091  
Phone: 586.757.2020 Fax: 586.757.2294

SUBMITTED TO 3432400  
GROSSE POINTE WOODS  
20025 MACK PLAZA DRIVE

GROSSE POINTE WOODS MI 48236  
PHONE: 313-343-2419

QUOTATION

4

QUOTE NO.	138765
DATE	06/30/20
EXPIRES	08/01/20

SHIP TO:  
Grosse Pointe Woods  
20025 Mack Plaza Drive

Grosse Pointe Woods MI 48236  
CONTACT: Lt. Lefurgey

TERMS	F.O.B	SALES REP	WRITTEN BY	POOL NO.	TAG
N30		K ENGBLOM	KE		
YOUR INQUIRY		MAKE	MODEL	YEAR	EST SHIP DATE

We hereby submit our quotation, subject to all terms and conditions as set forth below or on attached sheets.

**Setina**

1 Dual Gun-Rack  
\$418.59

**Havis**

1 12" Angled Center Console Package  
\*Includes arm-rest, cup-holders, power outlets, mic clips  
\$776.80

**Havis**

1 Electronics storage box  
\*Mounted on the rear partition  
\$659.24

**Panorama**

1 Multi Band Antenna  
\*800Mhz, 2X WIFI, 2X Cell, GPS  
\$363.67

\*\*\* CONTINUED NEXT PAGE \*\*\*




**CANFIELD  
EQUIPMENT  
SERVICE, INC.**

21533 Mound Road, Warren, MI 48091  
Phone: 586.757.2020 Fax: 586.757.2294

SUBMITTED TO 3432400  
GROSSE POINTE WOODS  
20025 MACK PLAZA DRIVE

GROSSE POINTE WOODS MI 48236  
PHONE: 313-343-2419

QUOTATION 5

QUOTE NO.	138765
DATE	06/30/20
EXPIRES	08/01/20

SHIP TO:  
Grosse Pointe Woods  
20025 Mack Plaza Drive

Grosse Pointe Woods MI 48236  
CONTACT: Lt. Lefurgey

TERMS	F.O.B	SALES REP	WRITTEN BY	POOL NO.	TAG
N30		K ENGBLOM	KE		
YOUR INQUIRY		MAKE	MODEL	YEAR	EST SHIP DATE

We hereby submit our quotation, subject to all terms and conditions as set forth below or on attached sheets.

Canfield  
1 Removal of all emergency equipment from the retired 5-2  
\$760.00

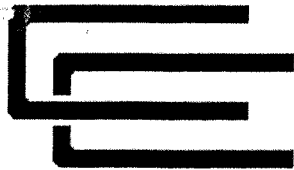
Canfield  
1 Installation Labor, Shop Supplies, Power Distribution  
\$3,749.03

- Includes installation of customer supplied equipment
- \*Camera System
  - \*Computer, Modem and Printer
  - \*Rear HG2 Light
  - \*Radar System
  - \*Code 3 Siren System

This quotation may be withdrawn by us if order is not placed within 30 days. Please refer to the above quotation number when placing order.

Customer PO \_\_\_\_\_ Dealer Code \_\_\_\_\_  
Authorized Signature \_\_\_\_\_

EST	SUB TOTAL	12,434.60
EST	SALES TAX	0.00
	EST TOTAL	12,434.60



**CANFIELD  
EQUIPMENT  
SERVICE, INC.**

21533 Mound Road, Warren, MI 48091  
Phone: 586.757.2020 Fax: 586.757.2294

SUBMITTED TO 3432400  
GROSSE POINTE WOODS  
20025 MACK PLAZA DRIVE

GROSSE POINTE WOODS MI 48236  
PHONE: 313-343-2419

QUOTATION 1

QUOTE NO.	132760
DATE	06/30/20
EXPIRES	08/01/20

SHIP TO:  
Grosse Pointe Woods  
20025 Mack Plaza Drive

Grosse Pointe Woods MI 48236  
CONTACT: Lt. Lefurgey

TERMS	F.O.B	SALES REP	WRITTEN BY	POOL NO.	TAG
N30		K ENGBLOM	KE		
YOUR INQUIRY		MAKE	MODEL	YEAR	EST SHIP DATE

We hereby submit our quotation, subject to all terms and conditions as set forth below or on attached sheets.

Furnish and install the following equipment in a 2020 Ford Utility #5-7

Whelen

- 1 100 Watt Siren Speaker
- 1 Vehicle Specific Siren Speaker Bracket
- \*Installed behind the grille
- \$220.98

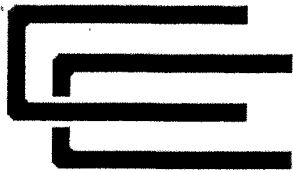
Whelen

- 1 ION Series LED Red
- 1 ION Series LED Blue
- \*Mounted in the grille, blue on driver side
- \$202.50

Whelen

- 1 Vehicle Specific Lightbar Transfer Kit
- \$145.66

\*\*\* CONTINUED NEXT PAGE \*\*\*

**CANFIELD  
EQUIPMENT  
SERVICE, INC.**

21533 Mound Road, Warren, MI 48091  
Phone: 586.757.2020 Fax: 586.757.2294

SUBMITTED TO 3432400  
GROSSE POINTE WOODS  
20025 MACK PLAZA DRIVE

GROSSE POINTE WOODS MI 48236  
PHONE: 313-343-2419

QUOTATION

2

QUOTE NO.	132760
DATE	06/30/20
EXPIRES	08/01/20

SHIP TO:  
Grosse Pointe Woods  
20025 Mack Plaza Drive

Grosse Pointe Woods MI 48236  
CONTACT: Lt. Lefurgey

TERMS	F.O.B	SALES REP	WRITTEN BY	POOL NO.	TAG
N30		K ENGBLOM	KE		
YOUR INQUIRY		MAKE	MODEL	YEAR	EST SHIP DATE

We hereby submit our quotation, subject to all terms and conditions as set forth below or on attached sheets.

Whelen

1 ION Series LED Red  
1 ION Series LED Blue  
\*One installed in each rear side window  
\*Blue on driver side  
\$202.50

Whelen

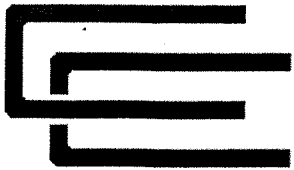
1 Vehicle Specific Mirror Beams Red/Blue  
\*Red on mounted on driver side  
\$334.55

Whelen

1 ION Series LED Red  
1 ION Series LED Blue  
1 Spoiler Bracket Pair  
\*Installed on the rear spoiler  
\$220.50

\*\*\* CONTINUED NEXT PAGE \*\*\*



**CANFIELD  
EQUIPMENT  
SERVICE, INC.**

21533 Mound Road, Warren, MI 48091  
Phone: 586.757.2020 Fax: 586.757.2294

SUBMITTED TO 3432400  
GROSSE POINTE WOODS  
20025 MACK PLAZA DRIVE

GROSSE POINTE WOODS MI 48236  
PHONE: 313-343-2419

QUOTATION 3

QUOTE NO.	132760
DATE	06/30/20
EXPIRES	08/01/20

SHIP TO:  
Grosse Pointe Woods  
20025 Mack Plaza Drive

Grosse Pointe Woods MI 48236  
CONTACT: Lt. Lefurgey

TERMS	F.O.B	SALES REP	WRITTEN BY	POOL NO.	TAG
N30		K ENGBLOM	KE		
YOUR INQUIRY		MAKE	MODEL	YEAR	EST SHIP DATE

We hereby submit our quotation, subject to all terms and conditions as set forth below or on attached sheets.

**Whelen**

1 Liberty I Lightbar Lens Kit  
\$267.93

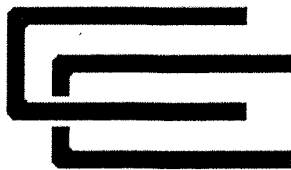
**Sound Off**

1 Vehicle Specific Taillight Flasher  
\*Wired to manufacture specs  
\$84.44

**Pro-Gard**

1 Pro-Cell Prisoner Transport System  
\*Includes the following:  
-Half Partition  
-Transport Seat  
-Pair Door Panels  
-Pair Window Panels  
-Cargo Partition  
\$2,188.20

\*\*\* CONTINUED NEXT PAGE \*\*\*

**CANFIELD  
EQUIPMENT  
SERVICE, INC.**

21533 Mound Road, Warren, MI 48091  
Phone: 586.757.2020 Fax: 586.757.2294

SUBMITTED TO 3432400  
GROSSE POINTE WOODS  
20025 MACK PLAZA DRIVE

GROSSE POINTE WOODS MI 48236  
PHONE: 313-343-2419

QUOTATION

4

QUOTE NO.	132760
DATE	06/30/20
EXPIRES	08/01/20

SHIP TO:  
Grosse Pointe Woods  
20025 Mack Plaza Drive

Grosse Pointe Woods MI 48236  
CONTACT: Lt. Lefurgey

TERMS	F.O.B	SALES REP	WRITTEN BY	POOL NO.	TAG
N30		K ENGBLOM	KE		
YOUR INQUIRY		MAKE	MODEL	YEAR	EST SHIP DATE

We hereby submit our quotation, subject to all terms and conditions as set forth below or on attached sheets.

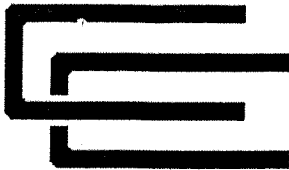
Setina  
1 Dual Gun-Rack  
\$418.59

Havis  
1 12" Angled Center Console Package  
\*Includes arm-rest, cup-holders, power outlets, mic clips  
\$776.80

Havis  
1 Electronics storage box  
\*Mounted on the rear partition  
\$659.24

Panorama  
1 Multi Band Antenna  
\*800Mhz, 2X WIFI, 2X Cell, GPS  
\$363.67

\*\*\* CONTINUED NEXT PAGE \*\*\*

**CANFIELD  
EQUIPMENT  
SERVICE, INC.**

21533 Mound Road, Warren, MI 48091  
Phone: 586.757.2020 Fax: 586.757.2294

SUBMITTED TO 3432400  
GROSSE POINTE WOODS  
20025 MACK PLAZA DRIVE

GROSSE POINTE WOODS MI 48236  
PHONE: 313-343-2419

QUOTATION 5

QUOTE NO.	132760
DATE	06/30/20
EXPIRES	08/01/20

SHIP TO:  
Grosse Pointe Woods  
20025 Mack Plaza Drive

Grosse Pointe Woods MI 48236  
CONTACT: Lt. Lefurgey

TERMS	F.O.B	SALES REP	WRITTEN BY	POOL NO.	TAG
N30		K ENGBLOM	KE		
YOUR INQUIRY		MAKE	MODEL	YEAR	EST SHIP DATE

We hereby submit our quotation, subject to all terms and conditions as set forth below or on attached sheets.

**Canfield**

1 Removal of all emergency equipment from the retired 5-2  
\$760.00

**Canfield**

1 Installation Labor, Shop Supplies, Power Distribution  
\$3,749.03

Includes installation of customer supplied equipment

- \*Camera System
- \*Computer, Modem and Printer
- \*Rear HG2 Light
- \*Radar System
- \*Code 3 Siren System

This quotation may be withdrawn by us if order is not placed within 30 days. Please refer to the above quotation number when placing order.

Customer PO \_\_\_\_\_ Dealer Code \_\_\_\_\_  
Authorized Signature \_\_\_\_\_

EST	SUB TOTAL	10,594.59
EST	SALES TAX	0.00
	EST TOTAL	10,594.59



**CANFIELD  
EQUIPMENT  
SERVICE, INC.**

21533 Mound Road, Warren, MI 48091  
Phone: 586.757.2020 Fax: 586.757.2294

SUBMITTED TO 3432400  
GROSSE POINTE WOODS  
20025 MACK PLAZA DRIVE

GROSSE POINTE WOODS MI 48236  
PHONE: 313-343-2419

QUOTATION 1

QUOTE NO.	138766
DATE	01/ 9/20
EXPIRES	02/08/20

SHIP TO:  
GROSSE POINTE WOODS  
20025 MACK PLAZA DRIVE

GROSSE POINTE WOODS MI 48236  
CONTACT: Lt. Lefurgey

TERMS	F.O.B	SALES REP	WRITTEN BY	POOL NO.	TAG
N30		K ENGBLOM	KE		
YOUR INQUIRY		MAKE	MODEL	YEAR	EST SHIP DATE

We hereby submit our quotation, subject to all terms and conditions as set forth below or on attached sheets.

Furnish and install the following equipment into old 5-1

Whelen

- 1 Red ION Series LED (mounted in the grille)
  - 1 Blue ION Series LED (mounted in the grille)
  - 1 100 Watt Siren Speaker
  - 1 Siren Speaker Bracket
- \$722.62 Installed

Whelen

- 1 Dual Red/Blue Avenger
- \*Mounted on the passenger side visor  
\$403.21 Installed

Whelen

- 2 Duo Red/Blue ION LED
- \*One mounted in each rear side window  
\$438.12 Installed

\*\*\* CONTINUED NEXT PAGE \*\*\*

**OLD 5-1  
NEW DB VEHICLE**






**CANFIELD  
EQUIPMENT  
SERVICE, INC.**

QUOTATION 2

21533 Mound Road, Warren, MI 48091  
Phone: 586.757.2020 Fax: 586.757.2294

QUOTE NO.	138766
DATE	01/ 9/20
EXPIRES	02/08/20

SUBMITTED TO 3432400  
GROSSE POINTE WOODS  
20025 MACK PLAZA DRIVE  
  
GROSSE POINTE WOODS MI 48236  
PHONE: 313-343-2419

SHIP TO:  
GROSSE POINTE WOODS  
20025 MACK PLAZA DRIVE  
  
GROSSE POINTE WOODS MI 48236  
CONTACT: Lt. Lefurgey

TERMS	F.O.B	SALES REP	WRITTEN BY	POOL NO.	TAG
N30		K ENGBLOM	KE		
YOUR INQUIRY		MAKE	MODEL	YEAR	EST SHIP DATE

We hereby submit our quotation, subject to all terms and conditions as set forth below or on attached sheets.

Whelen  
2 Red ION Series LED  
2 Blue ION Series LED  
\*Mounted rear facing on the rear hatch  
\$705.00 Installed

Whelen  
1 Handheld Siren/Lighting Controller  
\$609.40 Installed

Canfield  
1 Shop Supplies and Power Distribution  
\$108.01

This quotation may be withdrawn by us if order is not placed within 30 days. Please refer to the above quotation number when placing order.

Customer PO \_\_\_\_\_ Dealer Code \_\_\_\_\_  
Authorized Signature \_\_\_\_\_

EST	SUB TOTAL	2,978.36
EST	SALES TAX	0.00
	EST TOTAL	2,978.36



# KUSTOM SIGNALS, INC.

9652 Loiret Blvd, Lenexa, KS 66219-2406  
913-492-1400 Fax 913-492-1703  
sales@kustomsignals.com www.kustomsignals.com

## Quotation

Date 01/20/2020

To... QUINCY LEFURGEY  
GROSSE POINTE WOODS DPS

20025 MACK PLAZA DR  
GROSSE POINTE WOODS MI 48236-2343

Quote # -19965332938NE

Terms Net 30

This Quote Expires on 04/19/2020

Phone 313-343-2410

Fax 313-343-2439

Qty	Product Description	UnitPrice	SubTotal
0	Michigan State Contract #071B4300045 effective 11/27/13 - 11/26/20	\$0.00	\$0.00
0	Shipping and handling included in Contract	\$0.00	\$0.00
1	Directional Golden Eagle II, dual antenna, Ka-Band DCM	\$2,348.00	\$2,348.00
0	**Includes 27 month warranty**	\$0.00	\$0.00
0		\$0.00	\$0.00
0	Options below available but NOT included in total cost on quote	\$0.00	\$0.00
0	Display Separation Kit & Plates - separates the display face from the counting unit	\$60.00	\$0.00
0	Year 3- Radar Extended Warranty This Warranty INCLUDES: Phone Support, Technical Support (Help Desk), Hardware Changes, Software Updates, Parts, Labor & Return Shipping to agency.	\$175.00	\$0.00
0	Year 4- Radar Extended Warranty (in addition to year 3) This Warranty INCLUDES: Phone Support, Technical Support (Help Desk), Hardware Changes, Software Updates, Parts, Labor & Return Shipping to agency.	\$175.00	\$0.00
0	Year 5- Radar Extended Warranty (in addition year 3 & 4) This Warranty INCLUDES: Phone Support, Technical Support (Help Desk), Hardware Changes, Software Updates, Parts, Labor & Return Shipping to agency.	\$175.00	\$0.00
0		\$0.00	\$0.00

Total

\$2,348.00

Signature

\* Applicable Sales Tax Not Included. Seller may charge Buyer a 25% restocking fee.



Toll Free 800-4KUSTOM (800-458-7866)

**KUSTOM SIGNALS, INC.**  
**TERMS AND CONDITIONS**

1. **APPLICABILITY.** Unless otherwise specified in a written bid, quote or contract, the following terms and conditions shall apply.
2. **PRICES AND TAXES.** Prices will be Kustom Signals, Inc.'s ("Seller") prices in effect on the date a purchase order is accepted by Seller, and Seller may change its prices at any time, in its sole discretion. All prices will be F.O.B. Chanute, Kansas, and net of any duties, sales, use or similar taxes, fees or assessments, and do not include shipping, packaging or any insurance costs, all of which are Buyer's responsibility.
3. **PAYMENT.** Unless otherwise provided on the face of the invoice, payment is to be paid in US dollars and in accordance with the Seller approved terms for Buyer. Partial payments are not permitted unless authorized in writing. Partial payments will be treated as non-payment. Each invoice is independent from shipping sequence and disputes relating to other invoices. Failure to pay an invoice within 30 days will be considered a default.
4. **DELIVERY AND PERFORMANCE.** Delivery dates are approximate. Seller disclaims all liability for late or partial delivery. Seller may deliver in such lots and at such times as is convenient for Seller.
5. **LOSS IN TRANSIT.** Risk of loss will pass to Buyer upon delivery of the goods to the carrier. In case of breakage or loss in transit, Buyer will have notation of same made on expense bill before paying freight. Seller may reject claims for shortages not made within 15 days of Buyer's receipt of the goods.
6. **TERMINATION, RESTOCKING CHARGES.** Buyer may terminate this purchase order for its convenience, in whole or in part, by written, faxed or telegraphic notice at any time. If Buyer terminates this purchase order for convenience, Buyer will be liable to Seller for Seller's reasonable costs incurred in the performance of this purchase order that Seller cannot mitigate. Unless otherwise agreed upon in advance in writing by Seller, Seller may charge Buyer a 25% restocking fee, if: (a) upon approval by Seller, the Buyer returns any non-defective goods covered by this invoice; or (b) prior to shipment, but after the goods are produced by Seller, Buyer cancels the order for the subject goods.
7. **WARRANTY.** Seller's warranty is provided separately.
8. **LIMITATION OF LIABILITY.** SELLER IS NOT LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, OR INCIDENTAL DAMAGES, OR ANY LOST PROFITS OR LOST SAVINGS, EVEN IF A SELLER REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS, DAMAGES, CLAIMS OR COSTS, NOR IS SELLER LIABLE FOR ANY CLAIM BY ANY THIRD PARTY. SELLER'S AGGREGATE LIABILITY UNDER OR IN CONNECTION WITH THIS PURCHASE ORDER IS LIMITED TO THE AMOUNT PAID FOR THE GOODS.
9. **INDEMNIFICATION.** Buyer will indemnify, defend and hold Seller harmless from all losses, damages, liabilities and costs, including attorneys' fees, incurred or sustained by Seller as a result of any third party claim made against Seller, including a claim by a customer of Buyer, arising from its negligent, reckless, willful, or intentional actions in marketing and reselling the goods.
10. **EXPORT RULES.** Exports and re-exports of the goods may be subject to United States export controls and sanctions administered by the U.S. Department of Commerce Bureau of Industry and Security under its Export Administration Regulations ("EAR"). Buyer shall comply with all laws, rules and regulations applicable to the export or re-export of goods including but not limited to EAR which includes, among other things, screening potential transactions against the U.S. Government's (i) list of prohibited end users, and (ii) list of prohibited countries. Buyer represents and warrants that (i) it has not been charged with, convicted of, or penalized for, any violation of EAR or any statute referenced in EAR §766.25, and (ii) it has not been notified by any government official of competent authority that it is under investigation for any violation of EAR or any statute referenced in EAR §766.25.
11. **MISCELLANEOUS.** These terms and conditions, together with any other written agreement between Buyer and Seller, if any: (i) are the exclusive statements of the parties with respect to the subject matter and supersedes any prior or contemporaneous communications; (ii) may not be amended except in writing executed by the parties and will prevail in any case where the terms of Buyer's purchase order or other communication are inconsistent; (iii) will be interpreted and enforced in accordance with the laws of the State of Kansas, without giving effect to principles of conflicts of law. These terms and conditions are: (1) solely for the benefit of the parties, and no provision of these terms and conditions will be deemed to confer upon any other person any remedy, claim, liability, reimbursement, cause of action or other right. Each party consents to the exclusive personal jurisdiction of the state and federal courts located in the State of Kansas for purposes of any suit, action or other proceeding arising out of this Agreement, waives any argument that venue in any such forum is not convenient and agrees that the venue of any litigation initiated by either of them in connection with this Agreement will be in either the District Court of Johnson County, Kansas, or the United States District Court, District of Kansas. If any provision of these terms and conditions is unenforceable, the remaining provisions will remain in effect. No waiver (whether by course of dealing or otherwise) is effective unless it is made in writing and signed by the party to be charged with such waiver. Unless otherwise specified in writing, notices must be given in writing by registered or certified mail, return receipt requested, addressed to:

Kustom Signals, Inc.  
Attn: Sales Dept.  
9652 Loiret  
Lenexa, KS 66219



19751 15 Mile Rd. Clinton Township, MI 48035  
586.792.8055 fax 586.792.8056  
email: majikmarci@yahoo.com  
www.majikgraphics.com



19751 15 Mile Rd. Clinton Township, MI 48035  
586.792.8055 fax 586.792.8056  
email: majikmarci@yahoo.com  
www.majikgraphics.com

January 08, 2020

Grosse Pointe Woods Public Safety  
20025 Mack Plaza Dr.  
Grosse Pointe Woods, MI 48236

Lt. Lefurgey

Quote for graphics on (2) 2020 Ford Explorers (1) 5-1 Semi Marked Subdued and (1) 5-7 Fully Marked.

The cost of these are as follows

5-1 Semi Marked Subdued - \$190.00 Strip old graphics from 5-1 - \$75.00

5-7 Fully Marked - \$768.00 Strip old graphics from 5-7 - \$145.00

Please feel free to contact us if you have any questions or if you need anything else. Thanks much!

Marcetta M. Hurst  
President, Majik Graphics, Inc.

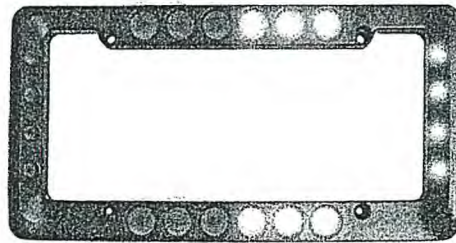
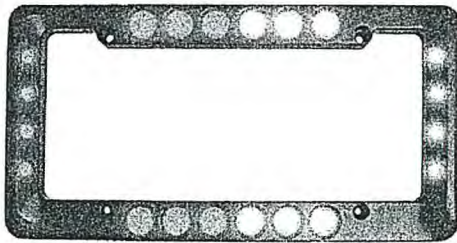
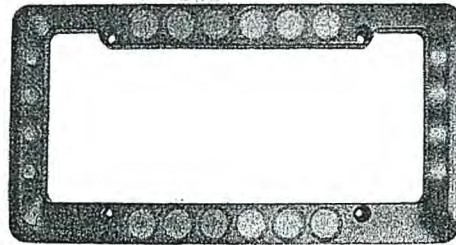
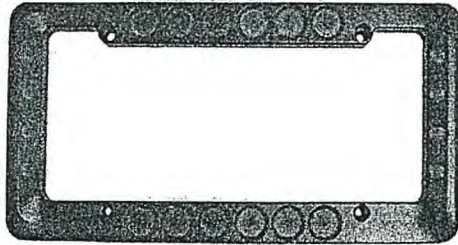


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VEHICLE MARKING • SIGNS • SCREEN PRINTING • EMBROIDERY

# HG2 CROSSFIRE

GENERATION ONE



## 1PC Crossfire License Plate Frame (With 8 Flash Patterns)

MODEL #	QTY	DIMENSIONS
HG2CROSSFIREXX	1	12.375"(L) X 6.375"(H) X 1.1875"(D)

SALES PRICE

\$399.00

+ shipping

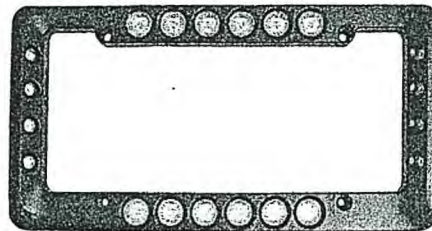
### ORDERING KEY

The "X" in the model number represents a color mode

Available colors are  
**Amber, Blue, Green, Red, White**

Ex 1: HG2CROSSFIRE**BR** - HG2 Crossfire License Plate Frame colored Blue, Red

Ex 2: HG2CROSSFIRE**AG** - HG2 Crossfire License Plate Frame colored Amber, Green







75

## CITY OF GROSSE POINTE WOODS DEPARTMENT OF PUBLIC SAFETY

**Date:** July 01, 2020

**To:** Bruce Smith, City Administrator

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

**Subject:** **Purchase of Public Safety Administrative Vehicle**

I am requesting that the City approve a purchase of one (1) new 2020 GMC Terrain to be used as an administrative vehicle for the Director of Public Safety. The new compact sport utility vehicle will be purchased from Todd Wenzel Buick GMC in Westland at a municipal price with the Oakland County inter-governmental Cooperative Purchasing Program. The no-cost program lowers cost for all participants by combining volume and increasing purchasing power. The department and the City have successfully purchased vehicles from Todd Wenzel Buick GMC in the past.

The department purchased the same vehicle in 2019 for use as a Parking Enforcement vehicle and is satisfied with its performance. The GMC Terrain has a 36 month, 36,000 mile bumper to bumper warranty and a five-year, 60,000 mile power-train warranty. Rear-vision cameras are standard equipment on the vehicle.

In addition to the purchase of vehicle, a vendor has been secured for the vehicle equipment and build-out. The costs include all required equipment and installation. Canfield Equipment in Warren continues to be the chosen vendor for this work due to its workmanship, location, and price.

The list of vendors is as follows:

<b>Todd Wenzel Buick</b>	<b>Canfield Equipment</b>	<b>Motorola Solutions</b>
35100 Ford Road Westland, MI 48185	21533 Mound Road Warren, MI 48091	1303 E. Algonquin Rd. Schaumburg, IL 60196
2020 GMC Terrain 4-door	Equipment Installation & Mounting	APX 6500 Mobile Radio
Driver Alert & Driver Convenience packages		3-year warranty
<b>\$24,665.00</b>	<b>\$3,588.68</b>	<b>\$4,209.37</b>

The 2009 Chevrolet Impala currently in use by the Director of Public Safety will be utilized as a replacement for vehicle 5-10, a 2008 Ford Crown Victoria with 90,062 miles used by the Detective Bureau.

The vehicle rotating out of the fleet for replacement is:

5-10 2008 Ford Crown Victoria (Detective Bureau vehicle) @ 90,062 miles

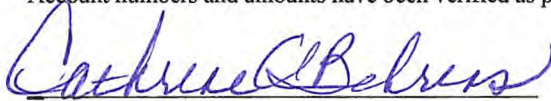
Due to its age, condition, and high mileage, the 2008 Ford Crown Victoria will be auctioned off on the Michigan Intergovernmental Trade Network (MITN) website.

The purchase of the new administrative vehicle is an approved item in the 2020/2021 fiscal year budget in the **Vehicle Maintenance – Public Safety** fund (640-852-977-349) in the amount of \$32,000.00. Although we are requesting \$463.05 over the budgeted amount, an additional \$970.45 is available in this account from the difference between the budgeted amount and the actual cost of the two new road patrol vehicles.

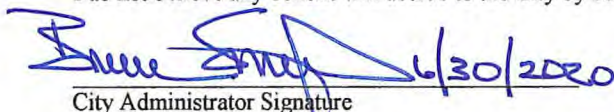
Recommend Approval of the above stated lease/purchase in the amount of **\$32,463.05** as submitted. I do not believe any further benefit will accrue to the city to seek further competitive bids.

  
\_\_\_\_\_  
Department Head Signature

Fund Certification:  
Account numbers and amounts have been verified as presented

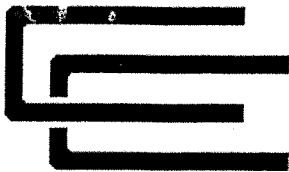
  
\_\_\_\_\_  
Treasurer/Comptroller Signature

I do not believe any benefit will accrue to the City by seeking further bids. Approved for Council consideration.

  
\_\_\_\_\_  
City Administrator Signature



<b>MODEL: 2019/2020 GMC TERRAIN</b>		<b>DEALER INFORMATION</b>	
<b>Body Style:</b> FWD TLF26 SLE		Name: Todd Wenzel Buick GMC	
<b>NOTE:</b> Model Should include <b>STANDARD PACKAGING</b> , unless otherwise indicated below.		Address 35100 Ford Rd	
		1:	
		Address Westland, MI 48185	
		2:	
Contact: Paul Roop		Telephone: 734-713-1064	
<b>Standard Package</b>		<b>MINUS</b>	<b>COST</b>
	1.5L Engine		
	<i>PLUS TITLE FEE</i>		
	<i>MINUS TOTAL</i>	\$ -	
<b>STANDARD COST SUBTOTAL</b>			<b>\$ 21,950.00</b>
<b>POSSIBLE OPTIONS:</b>			
	<b>TOTAL OPTIONS</b>		
<b>COL</b>	Exterior Color - White		\$ 495.00
<b>H1T</b>	Jet Black Cloth Seats		N/C
<b>ZQ2</b>	Driver Convenience Package		\$ 1,309.00
<b>B26</b>	Driver Alert Package (req. ZQ2)		\$ 811.00
<b>R9Y</b>	Fleet Maintenance Credit		Included
<b>DEL</b>	Delivery to GPW		\$ 100.00
		<b>TOTAL COST</b>	<b>\$ 24,665.00</b>
<b>AUTHORIZED NAME:</b> (Print)			
<b>AUTHORIZED SIGNATURE:</b>		<b>DATE:</b>	



**CANFIELD  
EQUIPMENT  
SERVICE, INC.**

QUOTATION 1

QUOTE NO.	138777
DATE	06/30/20
EXPIRES	07/29/20

21533 Mound Road, Warren, MI 48091  
Phone: 586.757.2020 Fax: 586.757.2294

SUBMITTED TO 3432400  
GROSSE POINTE WOODS  
20025 MACK PLAZA DRIVE

GROSSE POINTE WOODS MI 48236  
PHONE: 313-343-2419

SHIP TO:  
GROSSE POINTE WOODS  
20025 MACK PLAZA DRIVE

GROSSE POINTE WOODS MI 48236  
CONTACT: Lt. Lefurgey

TERMS	F.O.B	SALES REP	WRITTEN BY	POOL NO.	TAG
N30		K ENGBLOM	KE		
YOUR INQUIRY		MAKE	MODEL	YEAR	EST SHIP DATE

We hereby submit our quotation, subject to all terms and conditions as set forth below or on attached sheets.

Furnish and install the following equipment into a 2020 GMC Terrain

Whelen

- 1 Red ION Series LED
- 1 Blue ON Series LED
- 1 100 Watt Siren Speaker
- 1 Siren Speaker Bracket
- \*Lights installed in the grille / spray tint
- \$691.50 Installed

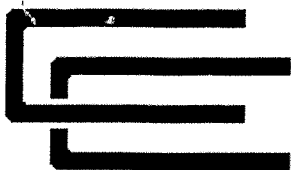
Sound Off

- 1 Vehicle Specific Headlight Flasher
- 1 Vehicle Specific Taillight Flasher
- \$332.60 Installed

Whelen

- 1 Red/Blue Avenger Series LED

\*\*\* CONTINUED NEXT PAGE \*\*\*

**CANFIELD  
EQUIPMENT  
SERVICE, INC.**

QUOTE NO.	138777
DATE	06/30/20
EXPIRES	07/29/20

21533 Mound Road, Warren, MI 48091  
Phone: 586.757.2020 Fax: 586.757.2294

SUBMITTED TO 3432400  
GROSSE POINTE WOODS  
20025 MACK PLAZA DRIVE  
  
GROSSE POINTE WOODS MI 48236  
PHONE: 313-343-2419

SHIP TO:  
GROSSE POINTE WOODS  
20025 MACK PLAZA DRIVE  
  
GROSSE POINTE WOODS MI 48236  
CONTACT: Lt. Lefurgey

TERMS	F.O.B	SALES REP	WRITTEN BY	POOL NO.	TAG
N30		K ENGBLOM	KE		
YOUR INQUIRY		MAKE	MODEL	YEAR	EST SHIP DATE

We hereby submit our quotation, subject to all terms and conditions as set forth below or on attached sheets.

\*Mounted on the passenger side visor  
\$403.21 Installed

Whelen

- 2 Red ION Series LED
- 2 Blue ION Series LED

\*Mounted on the upper rear hatch  
\$705.00 Installed

Whelen

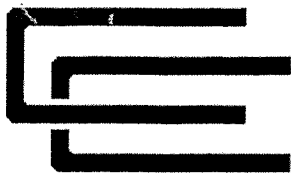
- 2 Red/Blue DUO ION Series LED
- \*One mounted behind each rear side window  
\$430.12 Installed

Whelen

- 1 Handheld Siren / Lighting Controller
- \$709.11 Installed

Canfield

\*\*\* CONTINUED NEXT PAGE \*\*\*

**CANFIELD  
EQUIPMENT  
SERVICE, INC.**

QUOTATION

3

QUOTE NO.	138777
DATE	06/30/20
EXPIRES	07/29/20

21533 Mound Road, Warren, MI 48091  
Phone: 586.757.2020 Fax: 586.757.2294

SUBMITTED TO 3432400  
GROSSE POINTE WOODS  
20025 MACK PLAZA DRIVE

GROSSE POINTE WOODS MI 48236  
PHONE: 313-343-2419

SHIP TO:  
GROSSE POINTE WOODS  
20025 MACK PLAZA DRIVE

GROSSE POINTE WOODS MI 48236  
CONTACT: Lt. Lefurgey

TERMS	F.O.B	SALES REP	WRITTEN BY	POOL NO.	TAG
N30		K ENGBLOM	KE		
YOUR INQUIRY		MAKE	MODEL	YEAR	EST SHIP DATE

We hereby submit our quotation, subject to all terms and conditions as set forth below or on attached sheets.

1 Customer Supplied Two-Way Radio Install  
\*Includes Covert Antenna  
\$239.13

Canfield  
1 Shop Supplies / Power Distribution  
\$78.01

This quotation may be withdrawn by us if order is not placed within 30 days. Please refer to the above quotation number when placing order.

Customer PO \_\_\_\_\_ Dealer Code \_\_\_\_\_  
Authorized Signature \_\_\_\_\_

EST	SUB TOTAL	3,588.68
EST	SALES TAX	0.00
	EST TOTAL	3,588.68



 <b>MOTOROLA</b>		<b>Date</b> January 8, 2020 <b>Prepared For:</b> Lt. Quincy Lefurgey <a href="mailto:jlefurgey@gpwmi.us">jlefurgey@gpwmi.us</a> <b>Entity</b> Grosse Pointe Woods PD <b>Phone</b> 313-343-2400		<b>Prepared By:</b> Ed Horvath <b>313-218-3450 Cell</b> <a href="mailto:edhorvath@comsourcemi.com">edhorvath@comsourcemi.com</a>	
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**Equipment Details and Pricing**

<u>Item</u>	<u>Qty</u>	<u>Model</u>	<u>Description</u>	<u>Unit Price</u>	<u>Total Price</u>
<b>APX6500 REMOTE MOUNT MOBILE RADIO</b>					
1	2	M25URS9PW1 N	APX 6500 Mobile Radio	\$ 1,828.50	\$ 3,657.00
1A	2	G806	IMBE Astro Digital	\$ 386.25	\$ 772.50
1B	2	G51	Smartzone	\$ 900.00	\$ 1,800.00
1C	2	G361	APCO 25 Trunking	\$ 225.00	\$ 450.00
1D	2	G442	05 control head	\$ 324.00	\$ 648.00
1E	2	G67	Remote Mount	\$ 222.75	\$ 445.50
1F	2	G174	Lo-Pro 3 Db gain antenna	\$ 32.25	\$ 64.50
1G	2	W22	Standard Palm Microphone	\$ 54.00	\$ 108.00
1H	2	W432	Speaker 13 Watt	\$ 53.62	\$ 107.24
1I	2	G24	ENH: 3 YEAR REPAIR SERVICE ADVANTAGE	\$ 168.00	\$ 336.00
2	2	SVC03SVC0115D	Device Programming	\$ 15.00	\$ 30.00
<b>Total Equipment</b>				<b>\$ 4,209.37</b>	<b>\$ 8,418.74</b>

1. Quotes are **exclusive** of installation and programming charges unless expressly stated therein.
2. Prices quoted are exclusive of all applicable Federal Excise Taxes, State Sales and Use Taxes.
3. Freight will be added to final invoice
4. Prices are valid For 30 Days.
5. Standard Equipment Warranty Applies.
6. Standard Terms are: Net 30 Days from date of shipment.
7. A User agreement will need to signed with the MPSCS.
8. Shipment is approximately 6-8 weeks from receipt of order.
9. Prices are based on State of Michigan Contract # **190000001544**
10. The purchase order will need to provide payment terms (Net 30) and shipping address

Ed Horvath  
ComSource Inc  
2130 Austin Dr.  
Rochester Hills, MI 48309  
313-218-3450 Cell  
248-853-0310 Fax



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

7K

**Date:** July 01, 2020  
**To:** Bruce Smith, City Administrator  
**From:** John G. Kosanke, Director of Public Safety  
**Subject:** AED Purchase

---

RECEIVED  
JUL 10 2020  
CITY OF GROSSE POINTE WOODS  
CLERK'S DEPARTMENT

The department is requesting to purchase eleven (11) Automatic External Defibrillators from Team Life, Inc. to replace expired units currently being used in Public Safety vehicles and throughout the City complex.

AED units are essential medical devices in medical emergencies when someone is experiencing sudden cardiac arrest. These units have the ability to analyze the rhythm of the heart and to deliver electrical shock or defibrillation when necessary.

The department has purchased AED Quick Response packages from Team Life, Inc. successfully in the past and has been satisfied with their performance. There is an eight-year guarantee on the AED units.

The pricing from a similar vendor, Stryker Medical, was significantly higher at a cost of \$2,279.60 per unit compared to the \$1,449.00 quoted by Team Life, Inc. Additional costs from Team Life are \$1,501.50 for eleven each of Adult and Pediatric Defibrillation pads and \$187.00 for shipping, less a trade-in discount of \$250.00 for a total cost of \$17,377.50.

This is a budgeted expense in the 2020/2021 Fiscal Year budget in the Minor Equipment account 101-310-970.000 in the amount of \$17,500.00.

Recommend Approval of the above stated purchase in the amount of **\$17,377.50** as submitted. I do not believe any further benefit will accrue to the city to seek further competitive bids.

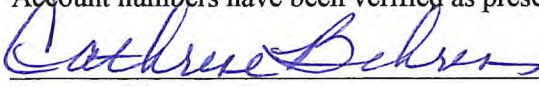
Department Certification:

I hereby certify that the above items are necessary for the proper operation of this Department.

  
\_\_\_\_\_

Department Head Fund Certification:

Account numbers have been verified as presented.

  
\_\_\_\_\_  
Treasurer/Comptroller

I do not believe any benefit will accrue to the City by seeking further bids. Approved for Council consideration.

  
\_\_\_\_\_  
City Administrator



**TEAM LIFE, INC.**  
 291 Route 34, Suite B  
 Colts Neck, NJ 07722-1114  
 (732) 946-4243

# Quote

Date	Number
2/10/2020	7988

Bill To:
Grosse Pointe Woods, City of Department of Public Safety Claudette Darga 20025 Mack Plaza Drive Grosse Pointe Woods, MI 48236

Ship To:
Grosse Pointe Woods, City of Department of Public Safety Attn: Lt. David Gardzella 20025 Mack Plaza Drive Grosse Pointe Woods, MI 48236

Terms	Rep	Quote Valid for
Net 30	TGK	

Qty	Description	Price	Total
11	Powerheart G5 Semi Auto Dual Language Quick Response Pkg: (1) G5 Semi Auto dual language English/Spanish AED, G5 Intellisense Battery (4 year guarantee); 1 set G5 Adult pads; 1 AED Manager; 1 USB Cable; 1 User Guide, 8 year guarantee on AED	1,449.00	15,939.00T
11	Powerheart G5 Intellisense™ Adult Defibrillation Pads. Non-polarized pads for use with the Powerheart G5 to deliver defibrillation therapy. 2 year shelf life.	34.50	379.50T
11	Powerheart G5 Intellisense™ Pediatric Defib Pads. Non-polarized pads for delivery of pediatric defibrillation therapy. For children up to 8 years of age or 55 lbs (25 kg).	102.00	1,122.00T
11	Powerheart G5 Semi-Rigid Carry Case. Features adjustable shoulder strap with zippered back pocket to provide space for storage of extra items. Features side "D-ring" to attach the ready kit	0.00	0.00T
	Trade-In Discount for (5) used CR Plus units at \$50/each (must be in good working order and pass tests)	-250.00	-250.00
11	Shipping & Handling	17.00	187.00T

**We truly hope to gain your business.**

Web Site [www.teamlife.com](http://www.teamlife.com)

<b>Subtotal</b>	\$17,377.50
<b>Sales Tax (0.0%)</b>	\$0.00
<b>Total</b>	\$17,377.50

Please sign below and date to accept & place order	Accepted Date:
Signature	



June 19, 2020

RECEIVED

JUL 02 2020

To: Robert E. Nowicki

Please accept my resignation  
from the Beautification Advisory  
Commission effective July 1, 2020.

I have very much enjoyed  
my association with the  
City and members of the BAC.

Respectfully,

Gannu Medina  
206 So Venice Circle

7L





7M

# CITY OF GROSSE POINTE WOODS DEPARTMENT OF PUBLIC SAFETY

**Date:** July 7, 2020

**To:** Bruce Smith, City Administrator

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

**Subject:** Budget Amendment for Call Processing Equipment (Grant)

RECEIVED  
JUL - 7 2020  
CITY OF GROSSE POINTE WOODS  
CLERK'S DEPARTMENT

The department is requesting an additional budget amendment in the amount of \$8,500.00 for a cost which was not included in the request given to Council earlier this year.

On May 18, 2020, the Grosse Pointe Woods City Council approved the department's request for a budget amendment in the amount of \$11,269.20 necessary to apply for a State of Michigan subgrant for the purpose of replacing or upgrading equipment needed to connect with the Peninsula Fiber Network.

Shortly thereafter, I was contacted by an account executive at Carousel Industries who discovered that there was an error in the quoted price of \$11,269.20. The original quote from Carousel was only for Motorola equipment and supporting remote services. Carousel labor services of providing a technician to physically install the firewall and services onsite, the Project Manager's time to coordinate and test with the Peninsula Fiber Network, and VESTA configuration changes were not included. The revised quote from Carousel Industries, which entails all the services listed above as well as the ones in the original quote, is in the amount of \$19,769.20.

Immediately upon notification of the error, I contacted the State as it was necessary to re-submit the Federal Award Next Generation 911(NG911) Advancement grant paperwork to them before the grant submission deadline. Due to the short timeline, the revised paperwork was submitted to the State of Michigan before it could be presented to Council. The City was then awarded the grant in the amount of \$19,769.20. It has been determined that the City of Grosse Pointe Woods will be responsible for \$988.46, which is five percent of the total cost.

The Public Safety department is requesting approval to proceed with the acceptance of the grant award as well as approval for an additional budget amendment in the amount of \$8,500.00 which is needed for the difference in cost.

This is not a budgeted expense in the 2020/2021 Fiscal Year budget. **A budget amendment will be required from the Capital Improvement Funds balance 420-000-697.000 to the following account: 420-902-977.102 (Improvements - Public Safety) in the amount of \$8,500.00.**

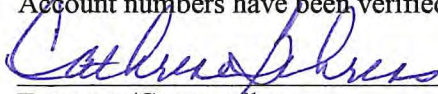
Department Certification:

I hereby certify that the above items are necessary for the proper operation of this Department.

  
\_\_\_\_\_

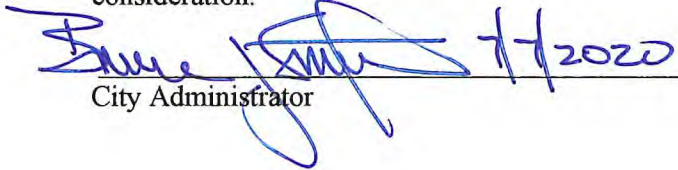
Department Head Fund Certification:

Account numbers have been verified as presented.

  
\_\_\_\_\_

Treasurer/Comptroller

I do not believe any benefit will accrue to the City by seeking further bids. Approved for Council consideration.

  
\_\_\_\_\_

City Administrator





Q-00031509-1  
 Quote Expiration Date: 07-13-20  
 O-601115

**City of Grosse Pointe Woods, MI**

Customer Billing Information
City of Grosse Pointe Woods, MI Attention: Accounts Payable 20025 Mack Plz Grosse Pointe Woods, MI 48236 US

Quote Information
Account Executive: Jill Kummer Phone: Email: jkummer@carouselindustries.com

**Comments:**

Professional Services			
Item Description	Qty	Unit Price	Total Price
Installation, Project Management, and Tech Services	1	\$ 8,500.00	\$8,500.00
<b>SubTotal</b>			<b>\$8,500.00</b>

VESTA 9-1-1			
Item Description	Qty	Unit Price	Total Price
V911 R7.4 DOC/MED UPG	2	\$ 0.00	\$0.00
V911 CAD INTF LIC UPGD	2	\$ 0.00	\$0.00
V911 LIC EIM MOD	2	\$ 0.00	\$0.00
FIELD ENG-STANDARD	80	\$ 120.00	\$9,600.00
FIREWALL 60E	1	\$ 684.00	\$684.00
WARR FIREWALL 60E 1YR	1	\$ 218.40	\$218.40
VPN CFG SVCS	1	\$ 240.00	\$240.00
<b>SubTotal</b>			<b>\$10,742.40</b>

VESTA Analytics			
Item Description	Qty	Unit Price	Total Price
V-ANLYT 3.4 LITE DOC/MED UPGD	1	\$ 0.00	\$0.00
V-ANALYT LT LIC UPGD	1	\$ 0.00	\$0.00
V-ANLYT LT USR LIC UPGD	1	\$ 0.00	\$0.00
<b>SubTotal</b>			<b>\$0.00</b>

Managed Services			
Item Description	Qty	Unit Price	Total Price
M&R NETWORK/IP AGENT LIC	1	\$ 94.80	\$94.80
M&R IP DEVICE SRVC 1YR	1	\$ 432.00	\$432.00
<b>SubTotal</b>			<b>\$526.80</b>

Quote Totals		
Product Total	Labor Total	Maintenance Total
\$ 778.80	\$18,340.00	\$ 650.40
		Quote Total
		\$ 19,769.20

**Terms and Conditions**

All new products are guaranteed to be as specified by the manufacturer's documentation and are provided with the manufacturer's standard product warranty. All refurbished components are covered by a Carousel direct warranty. Customer is responsible for any electrical service, environmental conditions and cable work needed to support the quoted Products unless otherwise specified on the Quote. Any changes to the above Products and/or Scope of Work will require the written authorization of both Carousel and the Customer. The quote total does not include sales tax, and as applicable, will be added to the invoice. If shipping charges apply and the amount is known when quoting, those charges will be included as a separate line item on the quote, otherwise they will be added to the invoice.

All work is done subject to the terms and conditions of Carousel's Master Agreement (available at <http://www.carouselindustries.com/company/master-agreement>) unless Carousel and the Customer have previously agreed to otherwise in writing. All returns are done in accordance with Carousel's Return Policy which is also available at <http://www.carouselindustries.com/company/master-agreement>.

This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals on the basis of protected veteran status or disability, and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and individuals with disabilities.

By signing below, Customer makes an offer to purchase the Products and/or Services above from Carousel. Carousel's acceptance of this offer to purchase shall be evidenced by the conversion of the Quote into a Carousel Service Order, and the return of the Service Order number to the Customer.

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

 \_\_\_\_\_  
 Name

 \_\_\_\_\_  
 Title

 \_\_\_\_\_  
 Date

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

 \_\_\_\_\_  
 Name

 \_\_\_\_\_  
 Title

 \_\_\_\_\_  
 Date



Michigan State Police  
State 911 Office



Grant Agreement

FEDERAL AWARD IDENTIFICATION

SUBRECIPIENT NAME	GRANT NAME	CFDA NUMBER
Grosse Pointe Woods Department of Public Safety	911 Grant Program	20.615
SUBRECIPIENT IRS/VENDOR NUMBER	FEDERAL AWARD IDENTIFICATION NUMBER (FAIN)	FEDERAL AWARD DATE
	69N37619300000911MIO	8/9/2019
SUBRECIPIENT DUNS NUMBER	SUBAWARD PERFORMANCE PERIOD	FROM TO
		06/04/2020 12/31/2021
RESEARCH & DEVELOPMENT	Funding	Total
N/A	Local Funds Obligated by this Action (Local Cash Match)	\$988.46
INDIRECT COST RATE	Federal Funds Obligated to Subrecipient (Grant funds reimbursed to Subrecipient)	\$18,780.74
None on file	Total Amount of CPE Grant Project	\$19,769.20

FEDERAL AWARD PROJECT DESCRIPTION

Next Generation 911 (NG911) Advancement

DETAILS

The 911 Grant Program provides Federal funding to help 911 call centers nationwide upgrade equipment and operations so that citizens, first responders, and 911 call-takers can use digital, IP-based, broadband-enabled technologies to coordinate emergency responses.

FEDERAL AWARDDING AGENCY

National Highway Traffic Safety Administration  
1200 New Jersey Avenue SE  
Room 52-233  
Washington, DC 20590

PASS-THROUGH ENTITY (RECIPIENT) NAME

Michigan State Police  
State 911 Office  
PO Box 30634  
Lansing, MI 48909

# State of Michigan 911 Grant Program Grant Agreement

June 4, 2020 to March 31, 2022

CFDA Number: 20.615 Grant Number: 69N3761930000911MIO
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This 911 Grant Program grant agreement is hereby entered into between the Michigan Department of State Police, State 911 Office (hereinafter called the Recipient), and the

## **GROSSE POINTE WOODS DEPARTMENT OF PUBLIC SAFETY** (hereinafter called the Subrecipient)

### **I. Purpose**

The purpose of this grant agreement is to provide federal pass-through funds to the Subrecipient for the funding of 911 call processing equipment (CPE) capable of Next Generation (NG911).

In Michigan, counties are migrating to NG911 and the 911 service is changing from the existing analog legacy 911 network to the digital NG911 system. Some PSAPs (Public Safety Answering Points) may lack adequate resources to replace their CPE to bring together the full digital capabilities in NG911.

The State of Michigan has procured a federal grant to assist with the implementation of NG911 statewide. Subgrant funding of CPE is being made available, to maintain continuity in service and seamless interoperability with neighboring PSAPs that have upgraded and promote access to NG911 for all of Michigan's citizens. The intent of the federal grant is to assist PSAPs with demonstrated financial and/or operational needs in the procurement of CPE that's capable of processing NG911 to ensure all components can connect to the network.

For more information on the 911 Grant Program, federally designated priorities, and the 911 Grant Program objectives, as well as guidance on allowable costs and program activities, please refer to the 911 Grant Program Notice of Funding Opportunity (NOFO) located at <https://www.grants.gov/web/grants/view-opportunity.html?oppld=307868>

### **II. Statutory Authority**

Funding for the 911 Grant Program is authorized the Next Generation 911 (NG911) Advancement Act of 2012 (Middle Class Tax Relief and Job Creation Act of 2012, Pub. L. 112-96, Title VI, Subtitle E (codified at 47 U.S.C § 942))

Appropriation authority is provided by the *National Highway Traffic Safety Administration (NHTSA)* and the *National Telecommunications and Information Administration (NTIA)*

The Subrecipient agrees to comply with all 911 Grant program requirements in accordance with the federal 911 Grant Program NOFO located at <https://www.grants.gov/web/grants/view-opportunity.html?oppld=307868>

The Subrecipient shall also comply with the most recent version of:

- 2 CFR, Part 200 of the Code of Federal Regulations (CFR), *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* located at <http://www.ecfr.gov>.
- 2CFR Part 25, Financial Assistance Use of Universal Identified and System, for Award Management.
- 2 CFR Part 170, Reporting Sub-award and Executive Compensation Information.
- Whistleblower protections, including 10 U.S.C 2409, 41 U.S.C 4172, and 10 U.S.C. 2324, 41 U.S.C 4304 and 4310.
- Executive Order 13043, Increasing Seat Belt Use in the United States.
- Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving.

### III. Award Amount and Restrictions

- A. The **Grosse Pointe Woods Department of Public Safety** is awarded **\$18,780.74** under the **911 Grant Program**. The Recipient determined the Subrecipient's 911 Grant Program allocation as **5.00%** of the Subrecipient's costs to upgrade their 911 CPE equipment to that capable of NG911. The Subrecipient may receive less than the allocated amount if the Subrecipient's cost share (match) are less than the total allocation. The Subrecipient's 911 Grant program budget must be documented on the CPE Subgrant Application form (CPE-TAC 700) as amended by the TAC on December 12, 2019.
- B. The 911 Grant Program covers eligible costs from June 4, 2020 to December 31, 2021. The funds awarded in the grant agreement shall only be used to cover allowable costs that are incurred during the agreement period. Grant funds shall not be used for other purposes. For guidance on allowable costs, please refer to the 911 Grant Program NOFO.
- C. This grant agreement designates subgrant funds for the purchase and installation of CPE hardware. **The Subrecipient may utilize grant funds for the purchase of call processing equipment (CPE) workstations and cost of internal software for IP-911 connectivity and call processing.** The sub grant does not include software and hardware for radio and CAD interfacing, hardwiring for radio and CAD interfacing, purchases or purchase agreements entered into before the date of awards, analytics software, and recording equipment. This list is not all inclusive of ineligible subgrant items.
- D. The 911 Grant program has a 60% cost share (cash or in-kind) requirement, as authorized by the *NG911 Advancement Act of 2012*, as amended, (Pub. L. 112-96, Title VI, Subtitle E, codified at 47 U.S.C 942). Unless otherwise authorized by law, federal funds cannot be matched with other federal funds.

The Michigan State Police, State 911 Office administers cost sharing requirements in accordance with 2 CFR § 200.306. To meet matching requirements, the Subrecipient contributions must be reasonable, allowable, allocable, and necessary under the grant program and must comply with all federal requirements and regulations.

See the 911Grant Program NOFO for additional cost share guidance, definitions, basic guidelines, and governing provisions.

- E. Upon request, the Subrecipient must provide to the Recipient information necessary to meet any state or federal subaward reporting requirements.
- F. In the event that the National Highway Traffic Safety Administration (NHTSA) determines that changes are necessary to the award document after an award has been made, including but not limited to, changes to period of performance or terms and conditions, Subrecipients will be

notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate Subrecipient acceptance of the changes to the award.

#### IV. Responsibilities of the Subrecipient

- A. **Grant funds must supplement, not supplant, state or local funds.** Federal funds must be used to supplement existing funds, not replace (supplant) funds that have been appropriated for the same purpose. Potential supplanting will be carefully reviewed in subsequent monitoring reviews and audits. Subrecipients may be required to supply documentation certifying that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.
- B. The Subrecipient agrees to comply with all applicable federal and state regulations; the 911 Grant NOFO, located at: <https://www.grants.gov/web/grants/view-opportunity.html?oppld=307868>
- C. In addition to this grant agreement, the Subrecipient shall complete, sign, and submit to the Recipient the following documents, which are incorporated by reference into this grant agreement:
1. Subrecipient Risk Assessment Certification
  2. Other documents that may be required by federal or state officials
- D. Complete and submit quarterly progress reports, the quarterly progress report should contain the following information and are to be completed and sent to Lyndsay Stephens at the State 911 Office prior to the due date provided:
- Subrecipient Organization
  - Please describe your project activities and progress made during the past quarter. This should include a description of federal expenditures to date, key milestones, the primary activities needed to accomplish those milestones, significant project accomplishments, and any delays or challenges. Explain the reasons why any established goals were not met, if applicable.
  - Please describe your anticipated project activities and progress for the next year. This should include a description of federal expenditures, key milestones, the primary activities needed to accomplish those milestones, significant project accomplishments, and any potential delays or challenges you foresee.

Quarterly Report	Due Date
Quarter 1: January- March	April 15
Quarter 2: April-June	July 15
Quarter 3: July- September	October 15
Quarter 4: October- December	January 15

- E. Notify the Recipient immediately of any changes in the information provided in the subgrant application documentation (CPE-TAC 700).
- F. The Subrecipient agrees to prepare the form CPE-701 911 Grant Request for Reimbursement. The Subrecipient agrees to submit this form with supporting documentation, including all required authorized signatures and required reimbursement documentation to MSP State 911 Office Analyst Lyndsay Stephens by the due date following the end of **each** quarter. The most current CPE-701 form must be used and can be obtained from the MSP State 911 Office.



Quarterly Report	Due Date
Quarter 1: January- March	April 15
Quarter 2: April-June	July 15
Quarter 3: July- September	October 15
Quarter 4: October- December	January 15

- H. Comply with applicable financial and administrative requirements set forth in the current edition of 2 CFR, Part 200, including, but not limited to, the following provisions:
  - 1. Account for receipts and expenditures, maintain adequate financial records, and refund expenditures disallowed by federal or state audit.
  - 2. Retain all financial records, statistical records, supporting documents, and other pertinent materials for at least three years after the grant is closed by the awarding federal agency for purposes of federal and/or state examination and audit.
  - 3. Non-federal organizations which expend \$750,000 or more in all federal funds during their current fiscal year are required to have an audit performed in accordance with the Single Audit Act of 1984, as amended, and 2 CFR, Part 200.
- I. Comply with all reporting requirements, including special reporting, data collection, and evaluation requirements, as prescribed by law or program guidance.
- J. Maintain a valid Data Universal Numbering System (DUNS) number at all times during the performance period of this grant.

#### V. Responsibilities of the Recipient

The Recipient, in accordance with the general purposes and objectives of this grant agreement, will:

- A. Administer the grant in accordance with all applicable federal and state regulations and guidelines and submit required reports to the awarding federal agency.
- B. Provide direction and technical assistance to the Subrecipient.
- C. Provide to the Subrecipient any special report forms and reporting formats (templates) required for administration of the program.
- D. Reimburse the Subrecipient, in accordance with this grant agreement, based on appropriate documentation submitted by the Subrecipient.
- E. At its discretion, independently, or in conjunction with the federal awarding agency, conduct random on-site reviews of the Subrecipient(s).

#### VI. Reporting Procedures

- A. The Subrecipient agrees to prepare quarterly progress reports and submit them to Lyndsay Stephens at the State 911 Office by email by the due date following the end of **each** quarter. Reimbursement of expenditures by the Recipient is contingent upon the Subrecipient's completion of scheduled work activities. Reporting periods and due dates are listed in Section IV D above.
- B. The Subrecipient's failure to fulfill the quarterly reporting requirements, as required by the grant, may result in the suspension or loss of grant funding.

## VII. Payment Procedures

- A. The Subrecipient agrees to prepare the form CPE-701 911 Grant Program Request for Reimbursement. The Subrecipient agrees to submit this form with supporting documentation, including all required authorized signatures and required reimbursement documentation, to the MSP State 911 Office by the due date following the end of **each** quarter, as identified in Section IV F above. The most current CPE-701 form must be used and can be obtained from the MSP State 911 Office.
- B. If the Subrecipient submits required quarterly reports that are late or incomplete, the reimbursement may not be processed until the following quarter. Forfeiture of funds may result if quarterly reports are not completed according to established deadlines.
- C. All reimbursement requests must be submitted to the Recipient no later than 30 days after the end of the performance period identified in this grant agreement. Any remaining balance of funds by that date will be reallocated.

## VIII. Employment Matters

The Subrecipient shall comply with Title VI of the *Civil Rights Act of 1964*, as amended; Title VIII of the *Civil Rights Act of 1968*; Title IX of the *Education Amendments of 1972 (Equal Opportunity in Education Act)*; the *Age Discrimination Act of 1975*; Titles I, II and III of the *Americans with Disabilities Act of 1990*; the *Elliott-Larsen Civil Rights Act*, 1976 PA 453, as amended, MCL 37.2101 *et seq.*; the *Persons with Disabilities Civil Rights Act*, 1976 PA 220, as amended, MCL 37.1101 *et seq.*, and all other federal, state and local fair employment practices and equal opportunity laws and covenants. The Subrecipient shall not discriminate against any employee or applicant for employment, to be employed in the performance of this grant agreement, with respect to his or her hire, tenure, terms, conditions, or privileges of employment; or any matter directly or indirectly related to employment because of his or her race, religion, color, national origin, age, sex, height, weight, marital status, limited English proficiency, or handicap that is unrelated to the individual's ability to perform the duties of a particular job or position. The Subrecipient agrees to include in every subcontract entered into for the performance of this grant agreement this covenant not to discriminate in employment. A breach of this covenant is a material breach of the grant agreement.

The Subrecipient shall ensure that no subcontractor, manufacturer, or supplier of the Subrecipient for projects related to this grant agreement appears on the Federal Excluded Parties List System located at <https://www.sam.gov>.

## IX. Limitation of Liability

The Recipient and the Subrecipient to this grant agreement agree that each must seek its own legal representative and bear its own costs, including judgments, in any litigation that may arise from performance of this contract. It is specifically understood and agreed that neither party will indemnify the other party in such litigation.

*This is not to be construed as a waiver of governmental immunity for either party.*

## X. Third Parties

This grant agreement is not intended to make any person or entity, not a party to this grant agreement, a third-party beneficiary hereof or to confer on a third party any rights or obligations enforceable in their favor.

#### **XI. Grant Agreement Period**

This grant agreement is in full force and effect from June 4, 2020 to March 31, 2022. No costs eligible under this grant agreement shall be incurred before the starting date of this grant agreement, except with prior written approval. This grant agreement package consists of two identical grant agreements, simultaneously executed; each is considered an original having identical legal effect. This grant agreement may be terminated by either party by giving thirty (30) days written notice to the other party stating reasons for termination and the effective date, or upon the failure of either party to carry out the terms of the grant agreement. Upon any such termination, the Subrecipient agrees to return to the Recipient any funds not authorized for use, and the Recipient shall have no further obligation to reimburse the Subrecipient.

#### **XII. Entire Grant Agreement**

This grant agreement is governed by the laws of the State of Michigan and supersedes all prior agreements, documents, and representations between the Recipient and the Subrecipient, whether expressed, implied, or oral. This grant agreement constitutes the entire agreement between the parties and may not be amended except by written instrument executed by both parties prior to the grant end date. No party to this grant agreement may assign this grant agreement or any of his/her/its rights, interest, or obligations hereunder without the prior consent of the other party. The Subrecipient agrees to inform the Recipient in writing immediately of any proposed changes of dates, budget, or services indicated in this grant agreement, as well as changes of address or personnel affecting this grant agreement. Changes in dates, budget, or services are subject to prior written approval of the Recipient. If any provision of this grant agreement shall be deemed void or unenforceable, the remainder of the grant agreement shall remain valid.

The Recipient may suspend or terminate grant funding to the Subrecipient, in whole or in part, or other measures may be imposed for any of the following reasons:

- A. Failure to expend funds in a timely manner consistent with the grant milestones, guidance, and assurances.
- B. Failure to comply with the requirements or statutory objectives of federal or state law.
- C. Failure to make satisfactory progress toward the goals or objectives set forth in Agreement.
- D. Failure to follow grant agreement requirements or special conditions.
- E. Failure to submit required reports.
- F. Filing of a false certification in the application or other reports or documents.

Before taking action, the Recipient will provide the Subrecipient reasonable notice of intent to impose corrective measures and will make every effort to resolve the problem informally.

#### **XIII. Business Integrity Clause**

The Recipient may immediately cancel the grant without further liability to the Recipient or its employees if the Subrecipient, an officer of the Subrecipient, or an owner of a 25% or greater share of the Subrecipient is convicted of a criminal offense incident to the application for or performance of a state, public, or private grant or subcontract; or convicted of a criminal offense, including, but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees; convicted under state or federal antitrust statutes; or convicted of any other criminal offense which, in the sole discretion of the Recipient, reflects on the Subrecipient's business integrity.

#### **XIV. Freedom of Information Act (FOIA)**

Much of the information submitted in the course of applying for funding under this program, or provided in the course of grant management activities, may be considered law enforcement-sensitive or otherwise critical to national security interests. This may include threat, risk, and needs assessment information; and discussions of demographics, transportation, public works, and industrial and public health infrastructures. Therefore, each Subrecipient agency Freedom of Information Officer will need to determine what information is to be withheld on a case-by-case basis. The Subrecipient should be familiar with the regulations governing Protected Critical Infrastructure Information (6 CFR, Part 29) and Sensitive Security Information (49 CFR, Part 1520), as these designations may provide additional protection to certain classes of homeland security information.



**XV. Official Certification**

**For the Subrecipient**

The individual or officer signing this grant agreement certifies by his or her signature that he or she is authorized to sign this grant agreement on behalf of the organization he or she represents. The Subrecipient agrees to complete all requirements specified in this grant agreement.

\_\_\_\_\_  
Subrecipient Name

\_\_\_\_\_  
Subrecipient's DUNS Number

**For the Chief Financial Officer**

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**For the PSAP Director**

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**For the Recipient (Michigan State Police, State 911 Office)**

Ms. Joni Harvey \_\_\_\_\_  
Printed Name

State 911 Administrator \_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



COMMITTEE-OF-THE-WHOLE EXCERPT  
06-08-20

The first item discussed was regarding **Non-Union Increases**. The Mayor reviewed documents provided and the unpaid five (5) furlough days as identified in the TPOAM contract.

Motion by Bryant, seconded by Gafa, regarding non-union increases, that the Committee-of-the-Whole recommend that City Council, effective July 1, 2020, approve a 2.5% wage increase, excluding appointed officials, for full-time and permanent part-time non-union employees who have been in their positions for twelve (12) or more months with a continuation of five (5) unpaid furlough days.

Motion carried by the following vote:

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



**City of Grosse Pointe Woods**

**CITY ADMINISTRATOR**

**EMPLOYMENT AGREEMENT**

THIS AGREEMENT, signed this \_\_\_\_ day of \_\_\_\_\_, 2020, by the CITY OF GROSSE POINTE WOODS, State of Michigan, a municipal corporation, hereinafter called the “City”, and BRUCE J. SMITH hereinafter called “SMITH” both of whom agree as follows:

**WITNESSETH:**

**WHEREAS**, the City will employ the services of SMITH as City Administrator of the City of Grosse Pointe Woods as provided by the City Charter, Code and state law; and,

**WHEREAS**, it is the desire of the City to provide certain benefits, establish certain conditions of employment and to set working conditions of said employment; and,

**WHEREAS**, SMITH agrees to the terms and conditions of this Employment Agreement as City Administrator.

**NOW, THEREFORE**, in consideration of the mutual covenants herein contained, the parties agree as follows:

**Section 1 – DUTIES:**

City agrees to employ SMITH as City Administrator to perform the functions and duties which are expressed and implied in the Charter and/or Code of the City of Grosse Pointe Woods and all those other functions and duties which are implicit by virtue of the nature of his office. SMITH shall also perform such other legally permissible and proper duties and functions as the City Council, the City Code, and the City Charter shall, from time to time, assign. SMITH shall maintain any required licenses and/or levels of certification necessary for the performance of such duties as a condition of continued employment with the City.

**Section 2 – SALARY:**

The City agrees to pay SMITH at the rate of an annual base salary of One Hundred Twenty-Three Thousand Twenty-One and 00/100 (\$123,021.00) Dollars, effective July 1, 2020 payable in installments at the same time as other employees of the City are paid. Upon finding satisfactory performance in the future, the City Council may make appropriate adjustments.

Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the City to adjust salary in response to annual budget considerations.

### **Section 3 – TERM:**

- A. The term of this agreement shall be effective from July 1, 2020 through June 30, 2021 unless terminated earlier by either of the parties. SMITH will be employed on an at-will status as City Administrator to perform the functions and duties of the position as required by the Code and Charter. He shall also perform such duties and functions as the City Council may, from time to time, prescribe. He shall serve at the pleasure of the City Council and be subject to removal by the City Council at any time with or without cause.

Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the City to terminate the services of SMITH with or without cause, with or without notice, at any time.

- B. SMITH shall be employed on an at-will basis as City Administrator to perform the functions and duties of the position as required by the Code and Charter.
- C. There shall be no expectation of renewal or extension of this agreement unless mutually agreed upon in writing by both parties.
- D. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of SMITH to resign at any time from his position with the City. However, SMITH shall be required to provide thirty (30) days written notice to the City prior to his resigning.
- E. SMITH agrees to remain the exclusive employee of the City and neither to accept other employment nor to become employed by any other employer thereafter as long as he remains in the employ of the City.

### **Section 4 – TERMINATION AND SEVERANCE PAY:**

In the event that SMITH is terminated without cause then, in that event, SMITH shall receive severance pay equaling 60 days (2 months of regular pay) of his annual salary. Directly prior to his receipt of severance pay, SMITH shall sign a Settlement and Release Agreement waiving any and all rights under this Agreement, and he shall agree not to file any lawsuit or engage in any litigation against the City, its agents, assigns, Council Members, (either in their representative capacity or in their individual capacities).

### **Section 5 – FRINGE BENEFITS:**

The City reserves the right to reduce or modify any fringe benefit should it determine same to be necessary, desirable or appropriate. SMITH qualifies for the following fringe benefits:

1. Contribution to Deferred Compensation Plan: ICMA-RC457 or an equivalent plan in an amount equal to eight (8%) percent of SMITH's salary during the contract period.



SMITH agrees to execute any waiver and release from liability in favor of City for payments made to any deferred compensation plan as is required from all employees participating in such programs.

In addition, SMITH and the City agree that there shall be no pension or retirement benefits except as specified herein. SMITH hereby agrees to irrevocably elect to opt out of membership in the Retirement System consistent with the new Retirement System ordinance, that such election will be approved by the Council, filed with the Retirement System, and that SMITH will not be eligible to re-enroll at a future date.

2. SMITH shall be entitled to vacation leave, with pay, at the rate of twenty-five (25) working days per year from July 1, 2020 through May 31, 2021.
3. Delta dental or equivalent coverage and current optical coverage. That coverage currently in effect for salaried employees.
4. Medical and prescription drug coverage. In lieu of the medical and prescription drug coverage provided by the City and currently in effect for salaried employees, Smith will elect the opt out coverage – currently \$3,000.00 per year.
5. Holiday Leave. Per Employee Handbook.
6. Vacation Leave. As negotiated above.
7. Sick Leave. Per Employee Handbook.
8. Disability Leave. Per Employee Handbook.
9. Funeral Leave. Per Employee Handbook.
10. Leaves of Absence. Per Employee Handbook.
11. Jury Duty Leave. Per Employee Handbook.
12. Furlough Days. SMITH shall be obligated to observe the current furlough (unpaid) days currently in effect for salary employees.

#### **Section 6 – DUES AND SUBSCRIPTIONS:**

The City agrees to endeavor (but is not obligated) to annually budget and, upon prior approval of the City Council, pay for the professional dues and subscriptions of SMITH which are necessary for the continuation and full participation in national, regional, state, and local associations and organizations which are immediately related to continued professional participation, growth and advancement, and for the general good of the City.

## **Section 7 – MISCELLANEOUS**

SMITH shall also be permitted to serve as the Police Commissioner of the City during the duration of this Agreement. The parties agree that the Labor Attorney and the City Attorney have reviewed the status of SMITH continuing as Police Commissioner and have approved same.

There shall be no other compensation of any kind except as clearly stated herein.

## **Section 8 – PROFESSIONAL DEVELOPMENT**

- A. City agrees to endeavor (but is not obligated) to annually budget and, upon prior approval of the City Council, pay for travel and subsistence expenses of SMITH for professional and official travel, meetings and occasions which are necessary to continue the professional development of SMITH and to adequately pursue necessary official and other functions for the City.
- B. City agrees to endeavor (but is not obligated) to annually budget and, upon prior approval of the City Council, pay for the travel and subsistence expenses of SMITH for short courses, institutes and seminars that may be required by law in connection with duties performed for the City.
- C. Any professional development requiring airfare or overnight accommodations requires prior Council approval.
- D. City reserves the right to receive reimbursement for any professional development related expenditures from SMITH in the event that SMITH ceases employment with the City within 12 months from the City's payment of said expenditure.

## **Section 9 – OTHER TERMS AND CONDITIONS OF EMPLOYMENT:**

- A. SMITH's scheduling of time at work at municipal facilities, meetings and events is expected to be without maximum limitation and shall meet the needs of the City, its businesses and inhabitants.
- B. The minimum workweek shall be 40 hours and there shall be no added compensation for hours worked longer than 40 hours per week.
- C. The City shall be SMITH's sole and exclusive employer except as provided herein and except as may be approved by the City Council.
- D. During the term of this contract, the City may establish evaluation criteria, procedures and timetables. This evaluation program is subject to approval by City Council.
- E. There shall be no City car furnished nor any car allowance.


**Section 10 – GENERAL PROVISIONS:**

- A. This is the entire Agreement between the parties. This Agreement supercedes any and all other Agreements or contracts, either oral or written between the parties.
- B. Notices pursuant to this Agreement shall be deemed given if served personally in the same manner as is applicable to judicial practice or if deposited in the custody of the United States Postal Service, postage prepaid addressed as follows:
  - (1) City Clerk  
City of Grosse Pointe Woods  
20025 Mack Plaza  
Grosse Pointe Woods, MI 48236.
  - (2) Bruce J. Smith  
57649 Cider Drive  
Washington, MI 48094
- C. The parties acknowledge that both the City and SMITH have drafted this Agreement and have had the opportunity to have the Agreement reviewed by counsel.
- D. If any provisions, or any portion thereof, contained in this Agreement are held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall not be affected and shall remain in full effect.

**IN WITNESS WHEREOF**, the parties have signed this Agreement below.

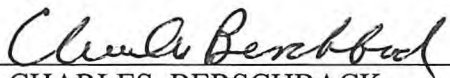
CITY OF GROSSE POINTE WOODS



  
By: BRUCE J. SMITH  
Dated: June 24, 2020

\_\_\_\_\_  
By: ROBERT E. NOVITKE  
Its: Mayor  
Dated: \_\_\_\_\_, 2020

APPROVED:

  
By: CHARLES. BERSCHBACK  
Its: City Attorney  
Dated: 6-25, 2020

**City of Grosse Pointe Woods**

**CITY TREASURER/COMPTROLLER**

**EMPLOYMENT AGREEMENT**

THIS AGREEMENT, signed this \_\_\_\_ day \_\_\_\_\_, 2020, by the CITY OF GROSSE POINTE WOODS, State of Michigan, a municipal corporation, hereinafter called the “City”, and CATHRENE BEHRENS hereinafter called “BEHRENS” both of whom agree as follows:

**WITNESSETH:**

**WHEREAS**, the City desires to employ the services of BEHRENS as City Treasurer/Comptroller of the City of Grosse Pointe Woods as provided by the City Charter, Code and state law; and,

**WHEREAS**, it is the desire of the City to provide certain benefits, establish certain conditions of employment and to set working conditions of said employment; and,

**WHEREAS**, BEHRENS desires to accept employment as City Treasurer/Comptroller.

**NOW, THEREFORE**, in consideration of the mutual covenants herein contained, the parties agree as follows:

**Section 1 – DUTIES:**

City agrees to employ BEHRENS as City Treasurer/Comptroller of the City to perform the functions and duties which are expressed and implied in the Charter and Code of the City of Grosse Pointe Woods, and all other functions and duties which are implicit by virtue of the nature of the office. BEHRENS shall also perform such other legally permissible and proper duties and functions as the City Council, the City Code, and the City Charter may, from time to time, assign. BEHRENS shall maintain any required licenses and/or levels of certification necessary for the performance of such duties as a condition of continued employment with the City.

It shall be BEHRENS’s duties to supervise the following five classifications in the Treasurer/Comptroller area:

- A. Deputy Comptroller/Deputy Treasurer
- B. Water Billing Specialist
- C. Accountant – Part-time
- D. Cashier/Administrative Clerk I – part-time
- E. Tax Clerk/Administrative Clerk I – full-time

Nothing in this section mandates that these positions be filled.



**Section 2 – SALARY:**

City agrees to pay BEHRENS at the rate of an annual base salary of Eighty-Eight Thousand Seven Hundred Thirty-Three and 00/100 (\$88,733.00) Dollars, effective July 1, 2020 payable in installments at the same time as other employees of the City are paid. Upon finding satisfactory performance in the future, the City Council may make appropriate adjustments.

Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the City to adjust salary in response to annual budget consideration.

**Section 3 – TERM:**

- A. The term of this agreement shall be effective from July 1, 2020 through June 30, 2021 unless terminated earlier by either of the parties. BEHRENS will be employed on an at-will status as City Treasurer/Comptroller to perform the functions and duties of the position as required by the Code and Charter. She shall also perform such duties and functions as the City Council may, from time to time, prescribe. She shall serve at the pleasure of the City Council and be subject to removal by the City Council at any time with or without cause.

Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the City to terminate the services of BEHRENS with or without cause, with or without notice, at any time.

- B. BEHRENS will be employed on an at-will basis as City Treasurer/Comptroller to perform the functions and duties of the position as required by the Code and Charter.
- C. There shall be no expectation of renewal or extension of this agreement unless mutually agreed upon in writing by both parties.
- D. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of BEHRENS to resign at any time from her position with the City. However, BEHRENS shall be required to provide 30 days written notice to the City prior to her resigning.
- E. BEHRENS agrees to remain the exclusive employee of the City and neither to accept other employment nor to become employed by any other employer thereafter as long as she remains in the employ of the City.

**Section 4 – TERMINATION AND SEVERENCE PAY:**

In the event that BEHRENS is terminated without cause then, in that event, BEHRENS shall receive severance pay equaling sixty (60) days (2 months of her regular pay) of her annual

salary. Upon receipt of severance pay, BEHRENS shall sign a Settlement and Release Agreement waiving any and all rights under this Agreement, and she shall agree not to file any lawsuit or engage in any litigation against the City, its agents, assigns, Council Members, (either in their representative capacity or in their individual capacities). Such Release shall also apply to the Pension Plan, its Administrator, Trustees in their individual capacities, Agents, Successors, and assigns.

**Section 5 – FRINGE BENEFITS:**

Except as otherwise provided herein, the City agrees to provide BEHRENS with fringe benefits as listed in the Appendix A entitled “Grosse Pointe Woods Non-Union Full-Time Employee Fringe Benefits”. Additionally, but except as provided herein, the current benefits under the Employee Handbook which are afforded to all salaried employees, (pension, health, etc.) are included in this agreement. Both parties agree that changes are being made to the fringe benefits for all salaried, non-union and union employees and both shall be bound by those changes when implemented.

Effective July 1, 2020, BEHRENS shall earn and be entitled to vacation leave, with pay, at the rate of fifteen (15) working days per year through May 31, 2021. When applicable, the terms of Appendix A for the Grosse Pointe Woods Non-Union Full-Time Employee Fringe Benefits provisions shall apply.

**Section 6 – BONDING:**

The City shall bear the full cost of any fidelity or other bonds required of BEHRENS under any law or ordinance.

**Section 7 – DUES AND SUBSCRIPTIONS:**

The City agrees to endeavor (but is not obligated) to annually budget and, upon prior approval of the City Council, pay for the professional dues and subscriptions of BEHRENS which are necessary for the continuation and full participation in national, regional, state, and local associations and organizations which are immediately related to continued professional participation, growth and advancement, and for the general good of the City.

**Section 8 – PROFESSIONAL DEVELOPMENT**

- A. City agrees to endeavor (but is not obligated) to annually budget and, upon prior approval of the City Council, pay for travel and subsistence expenses of BEHRENS for professional and official travel, meetings and occasions which are necessary to continue the professional development of BEHRENS and to adequately pursue necessary official and other functions for the City.
- B. City agrees to endeavor (but is not obligated) to annually budget and, upon prior approval of the City Council, pay for the travel and subsistence expenses of

BEHRENS for short courses, institutes and seminars that may be required by law in connection with duties performed for the City.

- C. Any professional development requiring airfare or overnight accommodations requires prior Council approval.

**Section 9 - OTHER TERMS AND CONDITIONS OF EMPLOYMENT:**

- A. BEHRENS's scheduling of time at work at municipal facilities, meetings and events is expected to be without maximum limitation and shall meet the needs of the City, its businesses and inhabitants.
- B. The minimum workweek shall be 40 hours and there shall be no added compensation for hours worked longer than 40 hours per week.
- C. The City shall be BEHRENS's sole and exclusive employer except as provided herein and except as may be approved by the City Council.
- D. During the term of this contract, the City may establish evaluation criteria, procedures and timetables. This evaluation program is subject to approval by City Council.
- E. There shall be no City car furnished nor any car allowance.

**Section 10 – GENERAL PROVISIONS:**

- A. This is the entire Agreement between the parties. This Agreement supercedes any and all other Agreements or contracts, either oral or written between the parties.
- B. Notices pursuant to this Agreement shall be deemed given if served personally in the same manner as is applicable to judicial practice or if deposited in the custody of the United States Postal Service, postage prepaid addressed as follows:
  - (1) City Clerk  
City of Grosse Pointe Woods  
20025 Mack Plaza  
Grosse Pointe Woods, MI 48236.
  - (2) CATHRENE BEHRENS  
1422 Apple Orchard  
Wolverine Lake, MI 48390
- C. The parties acknowledge that both the City and BEHRENS have drafted this Agreement and have had the opportunity to have the Agreement reviewed by counsel.
- D. If any provisions, or any portion thereof, contained in this Agreement are held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall not be affected and shall remain in full effect.

IN WITNESS WHEREOF, the parties have signed this Agreement below.



**CITY OF GROSSE POINTE WOODS**

\_\_\_\_\_  
By: ROBERT E. NOVITKE  
Its: Mayor  
Dated: \_\_\_\_\_, 2020

*Cathrene Behrens*  
\_\_\_\_\_  
CATHRENE BEHRENS  
Dated: 6/24, 2020

APPROVED:

*Charles Berschback*  
\_\_\_\_\_  
By: CHARLES T. BERSCHBACK  
Its: City Attorney  
Dated: 6-25, 2020



**City of Grosse Pointe Woods**

**CITY CLERK**

**EMPLOYMENT AGREEMENT**

THIS AGREEMENT, signed this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by the CITY OF GROSSE POINTE WOODS, State of Michigan, a municipal corporation, hereinafter called the "City", and LISA HATHAWAY, hereinafter called "Hathaway", both of whom agree as follows:

**WITNESSETH:**

**WHEREAS**, the City desires to employ the services of Hathaway as City Clerk of the City of Grosse Pointe Woods as provided by the City Charter, Code and state law; and,

**WHEREAS**, it is the desire of the City to provide certain benefits, establish certain conditions of employment and to set working conditions of said employment; and,

**WHEREAS**, Hathaway desires to accept employment as City Clerk.

**NOW, THEREFORE**, in consideration of the mutual covenants herein contained, the parties agree as follows:

**Section 1 – DUTIES:**

City agrees to employ Hathaway as City Clerk of the City to perform the functions and duties which are expressed and implied in the Charter and Code of the City of Grosse Pointe Woods, and all other functions and duties which are implicit by virtue of the nature of the office. Hathaway shall also perform such other legally permissible and proper duties and functions as the City Council, the City Code, and the City Charter may, from time to time, assign. Hathaway shall maintain any required licenses and/or levels of certification necessary for the performance of such duties as a condition of continued employment with the City. \_\_\_\_\_

**Section 2 – SALARY:**

City agrees to pay Hathaway at the rate of an annual base salary of Eighty-Two Thousand Twenty-Two and 00/100 (\$82,022.00) Dollars, effective July 1, 2020 payable in installments at the same time as other employees of the City are paid. Upon finding satisfactory performance in the future, the City Council may make appropriate adjustments.

Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the City to adjust salary in response to annual budget consideration.

**Section 3 – TERM:**

- A. The term of this agreement shall be effective from July 1, 2020 through June 30, 2021 unless terminated by either of the parties. HATHAWAY will be employed on an at-will status as City Clerk to perform the functions and duties of the position as required by the Code and Charter. She shall also perform such duties

and functions as the City Council may, from time to time, prescribe. She shall serve at the pleasure of the City Council and be subject to removal by the City Council at any time with or without cause.

Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the City to terminate the services of HATHAWAY with or without cause, with or without notice, at any time.

- B. HATHAWAY shall be employed on an at-will basis as City Clerk to perform the function duties of the position as required by the Code and Charter.
- C. There shall be no expectation of renewal or extension of this agreement unless mutually agreed upon in writing by both parties.
- D. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of HATHAWAY to resign at any time from her position with the City. However, HATHAWAY shall be required to provide thirty (30) days written notice to the City prior to her resigning.
- E. HATHAWAY agrees to remain the exclusive employee of the City and neither to accept other employment nor to become employed by any other employer thereafter as long as she remains in the employ of the City.

#### **Section 4 – TERMINATION AND SEVERANCE PAY:**

In the event that HATHAWAY is terminated without cause then, in that event, HATHAWAY shall receive severance pay equaling sixty (60) days (2 months of her regular pay) of her annual salary. Upon receipt of severance pay, HATHAWAY shall sign a Settlement and Release Agreement waiving any and all rights under this Agreement, and she shall agree not to file any lawsuit or engage in any litigation against the City, its agents, assigns, Council Members, (either in their representative capacity or in their individual capacities). Such Release shall also apply to the Pension Plan, its Administrator, Trustees in their individual capacities, Agents, Successors, and assigns.

#### **Section 5 – FRINGE BENEFITS:**

Except as otherwise provided herein, the City agrees to provide Hathaway with fringe benefits as listed in the Employee Handbook. The current benefits under the Handbook are attached to this Agreement as Appendix A. Notwithstanding any language in the Employee Handbook regarding tuition reimbursement relating to employees, Hathaway shall be entitled to tuition reimbursement in an amount not to exceed \$1,500.00 per year for higher education attained by attending an accredited educational institution, course of study subject to prior approval of the Council. It is agreed and understood that these benefits may be changed at any time by the City Council and/or the Board of Trustees of the Pension Plan.

**Section 6 – BONDING:**

The City shall bear the full cost of any fidelity or other bonds required of Hathaway under any law or ordinance.

**Section 7 – DUES AND SUBSCRIPTIONS:**

The City agrees to endeavor (but is not obligated) to annually budget and, upon prior approval of the City Council, pay for the professional dues and subscriptions of HATHAWAY which are necessary for the continuation and full participation in national, regional, state, and local associations and organizations which are immediately related to continued professional participation, growth and advancement, and for the general good of the City.

**Section 8 – PROFESSIONAL DEVELOPMENT**

- A. City agrees to endeavor (but is not obligated) to annually budget and, upon prior approval of the City Council, pay for travel and subsistence expenses of HATHAWAY for professional and official travel, meetings and occasions which are necessary to continue the professional development of HATHAWAY and to adequately pursue necessary official and other functions for the City.
- B. City agrees to endeavor (but is not obligated) to annually budget and, upon prior approval of the City Council, pay for the travel and subsistence expenses of HATHAWAY for short courses, institutes and seminars that may be required by law in connection with duties performed for the City.
- C. City and Hathaway agree that the pursuit of an appropriate additional Degree from an accredited institution of higher learning will be of benefit to both the City and Hathaway and, to that end, City agrees to endeavor (but is not obligated) to annually budget and, upon prior approval of the City Council, and prior approval of both the institution and Degree program, to reimburse Hathaway for tuition expenses.
- D. Any professional development requiring airfare or overnight accommodations requires prior Council approval.

**Section 9 - OTHER TERMS AND CONDITIONS OF EMPLOYMENT:**

- A. Hathaway's scheduling of time at work at municipal facilities, meetings and events is expected to be without maximum limitation and shall meet the needs of the City, its businesses and inhabitants.
- B. The minimum workweek shall be 40 hours and there shall be no added compensation for hours worked longer than 40 hours per week.
- C. The City shall be Hathaway's sole and exclusive employer except as may be approved by the City Council.

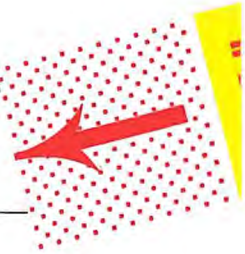
- D. During the term of this contract, the City may establish evaluation criteria, procedures and timetables. This evaluation program is subject to approval by City Council.

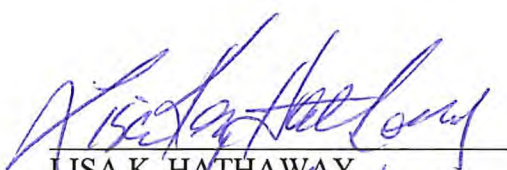
**Section 10 – GENERAL PROVISIONS:**

- A. This is the entire Agreement between the parties. This Agreement supercedes any and all other Agreements or contracts, either oral or written between the parties.
- B. Notices pursuant to this Agreement shall be deemed given if served personally in the same manner as is applicable to judicial practice or if deposited in the custody of the United States Postal Service, postage prepaid addressed as follows:
- |  |  |
|--|--|
| (1) City Attorney<br>City of Grosse Pointe Woods<br>20025 Mack Plaza<br>Grosse Pointe Woods, MI 48236. | (2) Lisa Hathaway<br>24665 South River Road<br>Harrison Twp., MI 48045 |
|--|--|
- C. This Agreement is effective July 1, 2020.
- D. The parties acknowledge that both the City and Hathaway have drafted this Agreement and have had the opportunity to have the Agreement reviewed by counsel.
- E. If any provisions, or any portion thereof, contained in this Agreement are held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall not be affected and shall remain in full effect.

**IN WITNESS WHEREOF**, the parties have signed this Agreement below.

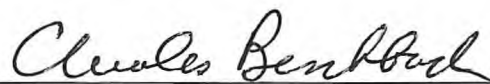
CITY OF GROSSE POINTE WOODS



  
\_\_\_\_\_  
LISA K. HATHAWAY  
Dated: 06/24/20, 2020

\_\_\_\_\_  
By: ROBERT E. NOVITKE  
Its: Mayor  
Dated: \_\_\_\_\_, 2020

APPROVED FOR SIGNATURE:

  
\_\_\_\_\_  
CHARLES T. BERSCHBACK,  
City Attorney  
Dated: 6-15-2020, 2020



9A

MEMO 20-42

RECEIVED  
JUL -7 2020  
CITY OF GROSSE POINTE WOODS  
CLERK'S DEPARTMENT

TO: Bruce Smith, City Administrator  
FROM: Frank Schulte, Director of Public Services *FS*  
DATE: June 27, 2020  
SUBJECT: Great Lakes Water Authority (GLWA) Updated Industrial Pretreatment Program (IPP) Rules

Federal law requires the Great Lakes Water Authority (GLWA), as part of its lease of Detroit Water and Sewerage Department (DWSD) assets, to have an Industrial Pretreatment Program (IPP) to manage industrial waste entering the Water Resource Recovery Facility (WRRF).

Great Lakes Water Authority maintains a set of rules by which it implements and enforces the Industrial Pretreatment Program, and federal law requires municipalities that send flow to the Water Resource Recovery Facility to adopt these rules.

Municipalities that send flow to the Water Resource Recovery Facility previously adopted Industrial Pretreatment Program under Detroit Water and Sewerage Department. However, the Great Lakes Water Authority Board of Directors has adopted an updated set of rules, including added language regarding the regulation of per- and poly- fluoroalkyl substances (PFAS). Per- and poly- fluoroalkyl substances are manufactured chemicals used in products that resist heat, oil, stains and water. In developing this updated set of rules, Great Lakes Water Authority involved stakeholders from the City of Detroit, Wayne County, Oakland County and Macomb County, as well as industry representatives, environmental groups and environmental attorneys.

After a 45-day public comment period and a public hearing, the Great Lakes Water Authority Board approved the updated Industrial Pretreatment Program on November 13, 2019. At that time, our Wayne County Representative Mr. Abe Munkfakh to the Great Lakes Water Authority Board participated in the review, public hearing and approval process. The rules were also provided to the Michigan Department of Environment, Great Lakes, and Energy (EGLE) as part of the approval process.

The Great Lakes Water Authority is requesting the City of Grosse Pointe Woods to adopt the attached resolution for Industrial Pretreatment Program Rules and approval of the rules and regulations contained in Exhibit A that were adopted by the Great Lakes Water Authority.

The City Attorney has reviewed the resolution for Industrial Pretreatment Program Rules and the rules and regulations contained in Exhibit A that were adopted by the Great Lakes Water Authority.

I recommend that City Council adopt the attached resolution and that the City Clerk signs such resolution and forward via email to Great Lakes Water Authority.

Approved for Council consideration.

  
Bruce Smith, City Administrator

7/7/2020  
Date



**RESOLUTION OF THE CITY/COUNTY OF \_\_\_\_\_**  
**TO CONCUR IN THE RULES AND REGULATIONS CONCERNING**  
**INDUSTRIAL PRETREATMENT PROGRAM THAT WERE ADOPTED**  
**BY THE GREAT LAKES WATER AUTHORITY**

WHEREAS, the Great Lakes Water Authority ("GLWA") is a Michigan municipal authority and public body corporate organized and existing pursuant to the provisions of Michigan Public Act No.233 of 1955, as amended, MCL 124.281, *et seq.* ("Act 233"), for the purpose of establishing a regional sewage disposal system to operate, control, and improve the sewage disposal system leased from the City of Detroit; and

WHEREAS, pursuant to Act 233, the County of Wayne is a constituent municipality of the GLWA; and

WHEREAS, as authorized by Act 233, GLWA and the constituent municipalities are required by state and federal law to adopt binding rules and regulations (Exhibit A, attached hereto and incorporated herein by reference) as part of an Industrial Pretreatment Program (IPP) in order to comply with all applicable state and federal laws, including, without limitation, the requirements of the Federal Water Pollution Control Act, 33 USC Section 1251, *et seq.*, the General Pretreatment Regulations for Existing and New Sources of Pollution, 40 CFR 403, and the National Categorical Pretreatment Standards contained in 40 CFR Sections 405-471; and

WHEREAS, these rules and regulations were adopted by GLWA as a uniform code to: (1) regulate wastes and wastewaters discharged into the collection system for all participating municipalities; (2) prevent the introduction of pollutants into the wastewater systems which will interfere with the operation of the system, contaminate the resulting sludge, or pose a hazard to the health, safety or welfare of the people, the communities or to employees of GLWA; (3) prevent the introduction of pollutants into the wastewater system which will pass inadequately treated through the system and into the receiving waters, the atmosphere, and the environment, or will otherwise be incompatible with the system; (4) provide for the recovery of costs from users of the wastewater collection system sufficient to administer regulatory activities and meet the costs of operation, maintenance, improvement and replacement of the system.

WHEREAS, after a 45-day public comment period and public hearing, the Board of the GLWA approved the IPP Rules on November 13, 2019.

NOW THEREFORE BE IT RESOLVED that the governing body of \_\_\_\_\_, in compliance with Act 233 and state and federal law, hereby concur in the IPP rules and regulations attached hereto as Exhibit A; and

BE IT FURTHER RESOLVED that the adoption and approval of the rules and regulations contained in Exhibit A shall be contractually binding on the parties, and no governing body of \_\_\_\_\_ shall be authorized or empowered to rescind or change the approval granted in this resolution without 180 day prior written notice to the GLWA.

ON MOTION OF \_\_\_\_\_ SUPPORTED BY \_\_\_\_\_ the foregoing Resolution was adopted by the following vote:

ROLL CALL: ABSENT \_\_\_\_\_ AYE \_\_\_\_\_ NAY \_\_\_\_\_

## Lisa Hathaway

---

**From:** Bruce Smith  
**Sent:** Wednesday, July 8, 2020 9:39 AM  
**To:** Lisa Hathaway  
**Subject:** Re: REMINDER: GLWA Industrial Pretreatment Program (IPP) Rules - action needed for those that send flows to WRRF

Sure. Great idea

Thanks

Sent from my iPhone

On Jul 8, 2020, at 8:52 AM, Lisa Hathaway <LHathaway@gpwmi.us> wrote:

Bruce,

Do you want a copy of all of this including the attachment links on the agenda with the Resolution?

**From:** Bruce Smith <bsmith@gpwmi.us>  
**Sent:** Wednesday, July 8, 2020 8:49 AM  
**To:** City Council <CityCouncil@gpwmi.us>  
**Cc:** Frank Schulte <fschulte@gpwmi.us>  
**Subject:** FW: REMINDER: GLWA Industrial Pretreatment Program (IPP) Rules - action needed for those that send flows to WRRF

Mayor and Council,

The email below is pertaining to the upcoming agenda item regarding the city passing a resolution regarding the industrial regulation PFAS compounds.

Bruce

**From:** Outreach <[glwaterOutreach@public.govdelivery.com](mailto:glwaterOutreach@public.govdelivery.com)>  
**Sent:** Wednesday, July 8, 2020 8:02 AM  
**To:** Bruce Smith <bsmith@gpwmi.us>  
**Subject:** REMINDER: GLWA Industrial Pretreatment Program (IPP) Rules - action needed for those that send flows to WRRF

# Member Outreach



## REMINDER

### **Action Required: GLWA Updated Industrial Pretreatment Program Rules**

*If your community does not send flows to GLWA's Water Resource Recover Facility, please disregard this message.*

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Federal law requires the Great Lakes Water Authority (GLWA), as part of its lease of Detroit Water and Sewerage Department (DWSD) assets, to have an Industrial Pretreatment Program (IPP) to manage industrial waste entering the Water Resource Recovery Facility (WRRF). **GLWA maintains a set of rules by which it implements and enforces the IPP, and federal law requires municipalities that send flow to the WRRF to adopt these rules.**

Municipalities that send flow to the WRRF previously adopted IPP rules under DWSD. However, the GLWA Board of Directors has adopted an updated set of rules, including added language regarding the regulation of PFAS compounds. In developing this updated set of rules, GLWA involved stakeholders from the city of Detroit, Wayne County, Oakland County and Macomb County, as well as industry representatives, environmental groups and environmental attorneys.

After a 45-day public comment period and a public hearing, the GLWA Board approved the updated IPP rules on November 13, 2019. At that time, your County representative to the GLWA Board participated in the review, public hearing and approval process. The rules were also provided to the Michigan Department of Environment, Great Lakes, and Energy (EGLE, formerly MDEQ) as part of the approval process.

Pursuant to the Municipal Sewage Disposal, Water Supply, and Solid Waste Management Systems Act, 233 PA 1955, MCL 124.281, et seq., your community must adopt a concurring resolution of the IPP rules ([click here to download a model copy](#)).

**We ask that you email the passed resolution to [IWC@glwater.org](mailto:IWC@glwater.org) by September 1, 2020.**  
Thank you to those communities that have already done so.

GLWA will be hosting a series of virtual meetings to discuss the updated rules and answer any questions. Please email [outreach@glwater.org](mailto:outreach@glwater.org) to register for one of the following:

- Tuesday, July 21, 2020 9:00 a.m. – 10:00 a.m.
- Monday, July 27, 2020 2:00 p.m. – 3:00 p.m.

If you would like additional information, click the links below:

- [Model Copy of Resolution \(Word Document\)](#)
- [Presentation](#)
- [Frequently Asked Questions](#)
- [Updated Rules - Red lined Version](#)
- [Summary of Substantive Changes](#)

If you have specific questions or concerns about the updated rules, please contact Stephen Kuplicki, PE, JD – GLWA Manager of Operations, Industrial Waste Control at (313) 297-5804 or [IWC@glwater.org](mailto:IWC@glwater.org).

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# GLWA's Industrial Pretreatment Program (IPP) Updated Rules

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*Steve Kuplicki & Lavonda Jackson, GLWA*



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# Content to be Covered Today

- 1** What is the Industrial Pretreatment Program?
- 2** What has changed and why?
- 3** What do members need to do?

# GLWA's Industrial Pretreatment Program



Regulatory control program mandated under NPDES permit



Regulates nonresidential users



The regulatory requirements vary based on what is being discharged

# GLWA's Industrial Pretreatment Program

Pretreatment	Hauled Waste
Surcharge (i.e. High Strength)	Special Discharge and General Discharge Permits
PCB/Mercury Minimization	 PFOS/PFOA Minimization



## New IPP Rules



GLWA maintains a set of rules by which it implements and enforces the IPP



November 13, 2019, GLWA Board of Directors passed resolution to add language to the rules regarding regulation of PFAS



Rules—with the added language—available at [www.glwater.org/iwc](http://www.glwater.org/iwc)



# New IPP Rules: PFAS/PFOA



General users



Centralized (Industrial) Waste Treaters



Those using firefighting foam

# What Members Need to Do

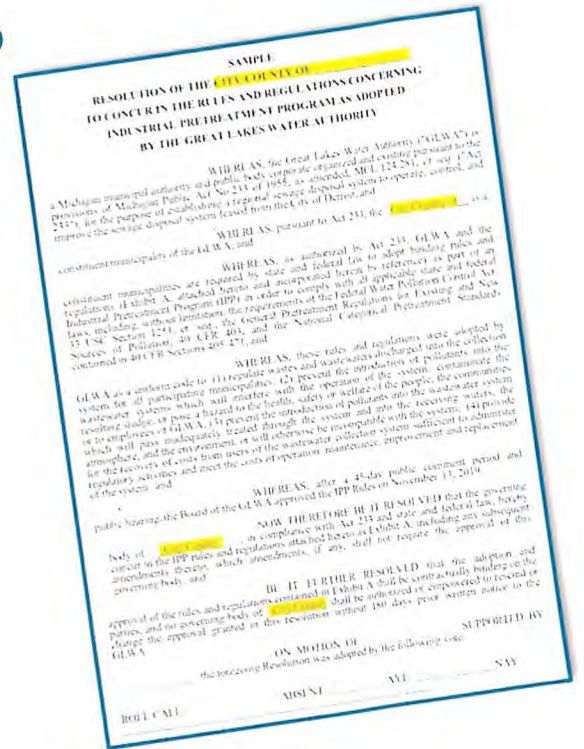
Pass a resolution adopting the full, updated set of rules



Complete by September 1, 2020

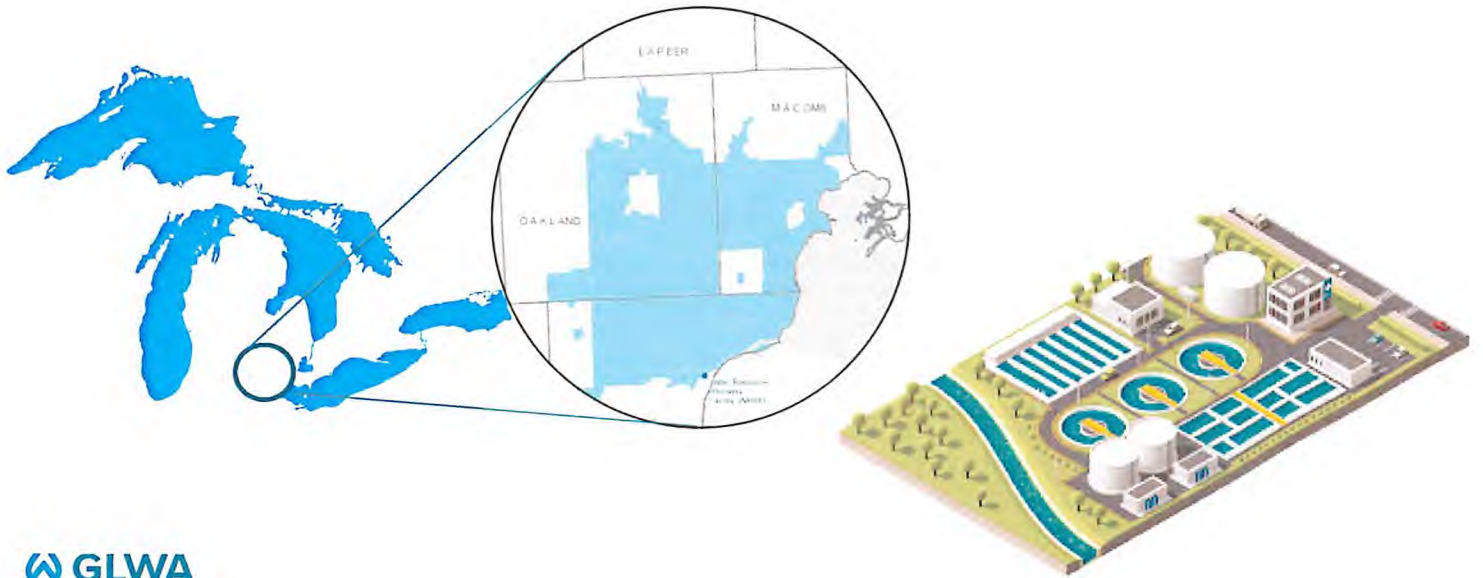


Email a copy of the adopted resolution to [iwc@glwater.org](mailto:iwc@glwater.org)



# Which Members?

The governing body of every municipality whose wastewater flow goes to the Water Resource Recovery Facility (WRRF) must pass a resolution adopting the full, updated set of rules



## Resources:

- 1 <http://glwater.org/iwc>
- 2 One-page IPP rules update overview





# New IWC Website

## Information & Details on:

- Draft Community Resolution
- GLWA IWC Program
- Contact Information
- Copy of IPP Rules
- Permit Information

### QUICK LINKS

[Member Partner Resources](#)

[Board Documents](#)

[Capital Improvement Plan](#)

[WRAP Assistance Program](#)

[Industrial Waste Control](#)

[Careers](#)

[Solicitations](#)

[A-Z Directory](#)



**GLWA**  
Great Lakes Water Authority

Careers Financials Contact Login

ABOUT OUR SYSTEM MEMBERS VENDORS INVESTOR RELATIONS

## Industrial Waste Control

The Great Lakes Water Authority's Industrial Waste Control group implements and enforces an Industrial Pretreatment Program (IPP) to regulate the discharge of commercial and industrial waste and wastewater. The IPP includes the following elements:





**GLWA**

*Great Lakes Water Authority*



### **What is the Industrial Pretreatment Program?**

The Great Lakes Water Authority (GLWA) implements and enforces an Industrial Pretreatment Program (IPP) to regulate the discharge of commercial and industrial waste and wastewater. The IPP includes the following elements:

- **Pretreatment Program** – regulates the discharge of toxic pollutants to the sewer collection system and performs inspection, monitoring, enforcement control and administration of industrial and commercial wastewater discharges. All Users must comply with general requirements and Significant Industrial Users must comply with permit-based requirements.
- **Surcharge (High Strength) Program** – is a cost recovery program for commercial and industrial waste discharging conventional pollutants above Domestic Levels and payment of additional treatment costs (\$/lb) associated with these Users.
- **Special Discharge and General Permit Program** – authorizes the discharge of special wastes and wastewaters including groundwater, construction water, spent products, and other short-term projects through a permit program.
- **Hauled in Waste Program** – authorizes the discharge from waste haulers of septic tank and septage, and other domestic wastewater through a permit and ticket/token payment program.

### **What are the new IPP rules, and why were they changed?**

GLWA maintains a set of rules by which it implements and enforces the IPP. On November 13, 2019 the GLWA Board of Directors passed a resolution to add language to the rules regarding regulation of PFAS compounds. The full set of rules—with the added language—can be found online at [www.glwater.org/iwc](http://www.glwater.org/iwc).

### **What do I need to do?**

The governing body of every municipality whose wastewater flow goes to the WRRF must pass a resolution adopting the full, updated set of rules (see page 2 for a sample resolution). Please email a copy of the adopted resolution to Stephen Kuplicki, PE, JD – GLWA Manager-Operations, Industrial Waste Control at [Stephen.Kuplicki@glwater.org](mailto:Stephen.Kuplicki@glwater.org) by September 1, 2020.

### **Who do I contact with questions?**

Please contact Mr. Kuplicki, at [Stephen.Kuplicki@glwater.org](mailto:Stephen.Kuplicki@glwater.org) or (313) 297-5804 with any questions or concerns.



**SAMPLE  
RESOLUTION OF THE CITY/COUNTY OF \_\_\_\_\_  
TO CONCUR IN THE RULES AND REGULATIONS CONCERNING  
INDUSTRIAL PRETREATMENT PROGRAM AS ADOPTED  
BY THE GREAT LAKES WATER AUTHORITY**

WHEREAS, the Great Lakes Water Authority ("GLWA") is a Michigan municipal authority and public body corporate organized and existing pursuant to the provisions of Michigan Public Act No.233 of 1955, as amended, MCL 124.281, *et seq.* ("Act 233"), for the purpose of establishing a regional sewage disposal system to operate, control, and improve the sewage disposal system leased from the City of Detroit; and

WHEREAS, pursuant to Act 233, the \_\_\_\_\_ City/County of is a constituent municipality of the GLWA; and

WHEREAS, as authorized by Act 233, GLWA and the constituent municipalities are required by state and federal law to adopt binding rules and regulations (Exhibit A, attached hereto and incorporated herein by reference) as part of an Industrial Pretreatment Program (IPP) in order to comply with all applicable state and federal laws, including, without limitation, the requirements of the Federal Water Pollution Control Act, 33 USC Section 1251, *et. seq.*, the General Pretreatment Regulations for Existing and New Sources of Pollution, 40 CFR 403, and the National Categorical Pretreatment Standards contained in 40 CFR Sections 405-471; and

WHEREAS, these rules and regulations were adopted by GLWA as a uniform code to: (1) regulate wastes and wastewaters discharged into the collection system for all participating municipalities; (2) prevent the introduction of pollutants into the wastewater systems which will interfere with the operation of the system, contaminate the resulting sludge, or pose a hazard to the health, safety or welfare of the people, the communities or to employees of GLWA; (3) prevent the introduction of pollutants into the wastewater system which will pass inadequately treated through the system and into the receiving waters, the atmosphere, and the environment, or will otherwise be incompatible with the system; (4) provide for the recovery of costs from users of the wastewater collection system sufficient to administer regulatory activities and meet the costs of operation, maintenance, improvement and replacement of the system; and

WHEREAS, after a 45-day public comment period and public hearing, the Board of the GLWA approved the IPP Rules on November 13, 2019.

NOW THEREFORE BE IT RESOLVED that the governing body of \_\_\_\_\_ City/County, in compliance with Act 233 and state and federal law, hereby concur in the IPP rules and regulations attached hereto as Exhibit A; including any subsequent amendments thereto, which amendments, if any, shall not require the approval of this governing body; and

BE IT FURTHER RESOLVED that the adoption and approval of the rules and regulations contained in Exhibit A shall be contractually binding on the parties, and no governing body of \_\_\_\_\_ City/County shall be authorized or empowered to rescind or change the approval granted in this resolution without 180 days prior written notice to the GLWA.

ON MOTION OF \_\_\_\_\_ SUPPORTED BY \_\_\_\_\_ the foregoing Resolution was adopted by the following vote:

ROLL CALL: ABSENT \_\_\_\_\_ AYE \_\_\_\_\_ NAY \_\_\_\_\_

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**PREAMBLE**

1  
2           WHEREAS, the GREAT LAKES WATER AUTHORITY (the “GLWA”), a municipal authority  
3 and public body corporation organized and existing under and pursuant to the provisions of Act No. 233,  
4 Public Acts of Michigan, 1955, as amended (“Act 233”), for the purpose of establishing a regional Sewage  
5 Disposal System to operate, control, and improve the Sewage Disposal System leased from the City of  
6 Detroit;

7           WHEREAS, the GLWA has been incorporated for the purpose of, among other things, acquiring,  
8 owning, leasing, improving, enlarging, extending, financing, refinancing, and operating a sewage disposal  
9 system, including stormwater collection and treatment system, or combination of such systems;

10           WHEREAS, the GLWA promulgates these rules and regulations for the protection of the  
11 environment, the public health and safety by abating and preventing pollution through the regulation and  
12 control of the quantity and quality of sewage, industrial wastes, and other wastes admitted to or discharged  
13 into the sewerage systems, and sewage treatment facilities under the jurisdiction of the GLWA and enabling  
14 the GLWA to comply with all applicable state and federal laws required by the Federal Water Pollution  
15 Control Act, being 33 U.S.C. 1251, et. seq.; the General Pretreatment Regulations for Existing and New  
16 Sources of Pollution (40 CFR 403); and the National Categorical Pretreatment Standards at 40 CFR 405 –  
17 471;

18           WHEREAS, the GLWA seeks to create a uniform code for the regulation of wastes and wastewaters  
19 discharged into the collection system for all participating municipalities; prevent the introduction of  
20 pollutants into the wastewater systems which will interfere with the operation of the system; contaminate  
21 the resulting sludge; would pose a hazard to the health or welfare and safety of people, their communities  
22 and to employees of the GLWA; prevent the introduction of pollutants into the wastewater system which  
23 will pass inadequately treated, through the system, into receiving waters, the atmosphere, the environment  
24 or otherwise be incompatible with the system; provide for the recovery of the costs from Users of the  
25 wastewater collection and treatment system sufficient to administer regulatory activities and meet the costs  
26 of the operation, maintenance, improvement or replacement of the system;

27           WHEREAS, the GLWA promulgates these rules and regulations to establish additional  
28 requirements and limitations for classes of wastewater originating from non-domestic sources, and those  
29 qualifying under one or more of the promulgated National Pretreatment Standards, establishes systems for  
30 authorizing and permitting wastewater discharges and the enforcement of the limitations and requirements  
31 stated herein.

32           **NOW, THEREFORE, THE GREAT LAKES WATER AUTHORITY ENACTS THESE**  
33 **RULES AND REGULATIONS AS FOLLOWS IN CHAPTERS I – VIII:**



## CHAPTER I - DEFINITIONS

There are a number of regulatory phrases and terms which are used in these Rules and Regulations that warrant definition. The terms included in this Chapter apply to all successive chapters and rules that have been or may be developed by the Control Authority. Where applicable, the terms reference the applicable federal regulation. Terms that have not been listed and defined here have their standard and ordinary meaning.

The meaning of the terms used in these Rules and Regulations shall be as follows:

“**Act**”, or “**Clean Water Act**” ~~shall mean~~ means the Federal Water Pollution Control Act as amended by the Clean Water Act of 1977 (Pub. L. 95-217), 33 U.S.C. 1251, et seq. It establishes responsibilities of Federal, State, and local government, industry and the public to implement National Pretreatment Standards to control pollutants which pass through or interfere with treatment processes in Publicly Owned Treatment Works (“POTWs”) or which may contaminate sewage sludge.

“**Administrator**” ~~shall mean~~ means the Administrator of the ~~United States-USEPA~~ Environmental Protection Agency.

~~“Authorized representative of Industrial User”~~ or “**Authorized Representative**” means:

(1) If the Industrial User is a corporation; (a) the president, vice-president, secretary, or treasurer of the corporation in charge of a principal business function, or any other person who performs similar policy or decision-making functions for the corporation; or (b) the manager of one or more manufacturing, production, or operation facilities employing more than two hundred fifty (250) persons or having gross annual sales or expenditures exceeding twenty-five million dollars (\$25,000,000.00) in second-quarter 1980 dollars, if authority to sign documents has been assigned or delegated to the manager in accordance with corporate procedures; or

(2) If the Industrial User is a partnership or sole proprietorship: a general partner or proprietor respectively; or

(3) if the Industrial User is a Federal, State or local government facility: a director or highest official appointed or designated to oversee the operation and performance of activities of the government facility, or their designee.

The individual described in sub-paragraphs 1 through 3, above, may designate another duly-Authorized Representative if the authorization is in writing; the authorization specifies the individual or position responsible for the overall operation of the facility from which the discharge originates or having overall responsibility for the environmental matters for the company; and the written authorization is submitted to the GLWA.

“**Baseline Monitoring Report**” or “**BMR**” ~~shall mean~~ means the report containing information required by 40 CFR 403.12(b) from any Industrial Users subject to a Categorical Pretreatment Standard.



## GLWA Rules

1 “**Best Management Practice Plan**” or “**BMP**” means schedules of activities, prohibitions of practices,  
2 maintenance procedures, and other management practices to implement the prohibitions listed in 40 CFR  
3 403.5(a)(1) and (b). BMPs include treatment requirements, operating procedures, and practices to control  
4 plant site runoff, spillage or leaks, sludge or waste disposal, or drainage from raw materials storage.

5 “**Biochemical Oxygen Demand**” or “**BOD**” means the quantity of dissolved oxygen utilized in the  
6 biochemical oxidation of organic matter under standard laboratory procedure five (5) days at twenty (20)  
7 degrees centigrade expressed in terms of mass and concentration (milligrams per liter (mg/l)) as measured  
8 by standard methods.

9 “**Board**” means the Board of the Great Lakes Water Authority.

10 “**Bypass**” means the intentional diversion of waste streams from any portion of an Industrial User’s  
11 treatment facility.

12 “**Categorical Significant Industrial User**” or “**CSIU**” means ~~an~~ a Significant Industrial User subject to a  
13 categorical pretreatment standard or a categorical standard.

14 “**Categorical Pretreatment Standard**” or “**Categorical Standard**” means any regulation containing  
15 pollutant discharge limits promulgated by EPA in accordance with sections 307(b) and (c) of the Act (33  
16 U.S.C. 1317) that apply to a specific category of Industrial Users and that appear in 40 CFR Chapter I,  
17 Subchapter N, Parts 405-471.

18 “**Centralized Waste Treatment Facility**” or “**CWT**” means any facility that treats any hazardous or  
19 nonhazardous industrial waste received from off-site by tanker truck, trailer/roll-off bins, drums, barges, or  
20 any other forms of shipment including: a facility that treats industrial waste received exclusively from off-  
21 site; and a facility that treats industrial waste generated on-site as well as industrial waste received from  
22 off-site.

23 “**Chief Compliance Officer**” means the Chief Compliance Officer for GLWA or his/her designee.

24 “**Chief Executive Officer**” means the Chief Executive Director/Officer of the Great Lakes Water  
25 Authority, or his/GLWA, or his or her designee.

26 “**Code of Federal Regulations**” or “**CFR**” ~~shall mean~~ means the codification of the general and permanent  
27 rules published in the Federal Register by the executive departments and agencies of the United States  
28 Government.

29 “**Collection System**” ~~shall mean~~ means the sewers, pump stations, force mains, air release valves, vacuum  
30 release valves, flow meters, sampling equipment, regulators, and other appurtenant equipment or devices  
31 used to convey sewage to the Waste Treatment Plant/Water Resource and Recovery Facility.

32 “**Combined Waste stream Formula**” ~~shall mean~~ means the formulae contained in 40 CFR 403.6(e) for  
33 calculating alternative concentration limits or alternative mass limits where regulated wastewater is mixed  
34 prior to treatment with unregulated and diluting wastewater; and necessary for determining compliance  
35 with categorical pretreatment standards.



GLWA Rules

1 “Control Authority” means the ~~Board of the Great Lakes Water Authority GLWA~~, upon being  
2 officially designated as such by the State of Michigan under the provisions of 40 CFR 403.11, and the  
3 persons included in the designation enumerated in Chapter II, Article I.

4 “Cooling Water” means the noncontact water discharged from any use, including but not limited to air  
5 conditioning, cooling or refrigeration, and whose only function is the exchange of heat.

6 “Daily Maximum” means the arithmetic average of all effluent samples for a pollutant collected during a  
7 24-hour period used to represent a day.

8 “Daily Maximum Limit” means the maximum allowable discharge limit of a pollutant during a 24-hour  
9 period used to represent a day. Where Daily Maximum Limits are expressed in units of mass, the daily  
10 discharge is the total mass discharged over the course of the day. Where Daily Maximum Limits are  
11 expressed in terms of a concentration, the daily discharge is the arithmetic average measurement of the  
12 pollutant concentration derived from all measurements taken that day.

13 “Days” ~~means~~ mean consecutive calendar days for the purpose of computing a period of time prescribed or  
14 allowed by these Rules.

15 ~~“Dental Industrial User”, upon promulgation of final national categorical pretreatment standards,  
16 shall mean a source of wastewater to a publicly owned treatment works from a facility where the  
17 practice of Dentistry is performed.~~

18 “Direct Discharge” means the discharge of treated or untreated wastewater directly into the waters of the  
19 State of Michigan.

20 “Discharger” means a person who, directly or indirectly, with or without intent, contributes, causes, or  
21 permits wastewater to be discharged into the POTW by means of, but not limited to, pipes, conduits,  
22 pumping stations, ditches or tank trucks and all constructed devices and appliances appurtenant thereto.

23 “Domestic Sewage” means the liquid and water-carried waste and wastewater typically generated from  
24 humans or household operations which is discharged to, or otherwise enters, a treatment works from  
25 sanitary activities such as kitchens, bathrooms, lavatories and toilets.

26 “Domestic Strength of Sewage” means the pollutant and pollutant concentrations adopted by the ~~GLWA~~  
27 Board for the purpose of representing waste and wastewater contributions from Domestic Sources for the  
28 Surcharge Program for High Strength Wastewater.

29 “Domestic Source” ~~shall mean~~ means residential dwellings including single family and multifamily  
30 (regardless of size) from which only domestic sewage is discharged.

31 “Environmental Remediation Wastewater” means wastewater in the form of leachate or wastewaters  
32 from clean-up actions pursuant to ~~CERCLA~~ Comprehensive Environmental Response, Compensation, and  
33 Liability Act, or sites of leaking underground storage tanks which are discharged to and commingled with  
34 sewage and conveyed to the GLWA sewerage system.

35 ~~“Existing source” shall mean any point source (i) whose operations commenced prior to the date~~



GLWA Rules

1 ~~of proposal by the USEPA of any applicable categorical pretreatment standard in the Federal~~  
2 ~~Register, or who (ii) discharges wastewater to the POTW as of the effective date of these Rules.~~

3 ~~“Existing Source” means any facility that is not a “New Source.”~~

4 **“Fats, Oils and Greases or “FOG”** ~~means~~ mean organic polar and non-polar compounds. Polar  
5 compounds are derived from animal and/or plant sources that contain multiple carbon chain triglyceride  
6 molecules. Organic non-polar fraction of oil and grease (petroleum hydrocarbons) is identified as Silica gel  
7 treated n-hexane extractable materials (SGT-HEM) in the pretreatment standards.

8 ~~“Great Lakes Water Authority” or GLWA means the Board of the Great Lakes Water Authority~~  
9 ~~or Chief Executive Officer of the Great Lakes Water Authority.~~

10 ~~“Great Lakes Water Authority (GLWA) Member Community” means any county, township,~~  
11 ~~city or village that signed or becomes a signatory to the articles of incorporation of the Great Lakes~~  
12 ~~Water Authority.~~

13 **“Hazardous Waste”** means any industrial waste, production residue, sewage or sludge which is classified  
14 as a hazardous waste pursuant to 40 CFR 261.

15 **“High Strength Wastewater”** includes any wastewater discharged from an ~~Industrial~~ User in excess of the  
16 Domestic Strength of Sewage ~~adopted by the GLWA Board~~ maximum level, and for which a Pollutant  
17 Surcharge has been developed and adopted.

18 “Michigan Department of ~~Environmental Quality~~ Environment, Great Lakes, and Energy” or  
19 ~~MDEQ~~ “EGLE” means the Agency of the State of Michigan responsible for Environmental  
20 Protection and designated by US EPA as the Approval Authority.

21 **“Indirect discharge”** ~~or discharge~~ means the discharge or the introduction of pollutants into the POTW  
22 from any non-domestic source regulated under 33 U.S.C. § 1317(b), (c) or (d).

23 **“Industrial User”** or **“IU”** means a ~~person who conducts any industrial, manufacturing, agricultural,~~  
24 ~~trade or business process or who conducts the development, recovery or processing of natural~~  
25 ~~resources; and~~ User who is a source of indirect discharge.

26 **“Industrial Waste”** means the liquid and water-carried wastes and all solid, liquid or gaseous waste  
27 components thereof, resulting from any commercial, industrial, manufacturing, agricultural, trade or  
28 business operation or process or from the development, recovery or processing of natural resources, but  
29 does not include Domestic sewage.

30 **“Industrial Waste Control Group”** or **“IWC”** means the organizational group responsible for  
31 administration, implementation and enforcement of the Industrial Pretreatment Program, Surcharge ~~r~~  
32 Program, Hauled Waste Program and similar regulatory programs on behalf of the ~~GLWA Control~~  
33 ~~Authority.~~

34 **“Industrial Waste Control Operations Manager”** means the Operations Manager of Industrial Waste of



1 the ~~Great Lakes Water Control~~ Authority, and authorized staff of the Industrial Waste Control  
2 ~~Division Group~~.

3 “**Infiltration**” means water entering a sewer system, including sewer service connections from the ground  
4 through such means as, but not limited to, defective pipes, porous pipes, pipe joints, connections or manhole  
5 walls. Infiltration does not include, and is distinguished from, inflow.

6 “**Inflow**” means water discharged into a sewer system, including service connections, from such sources  
7 as, but not limited to, roof leaders, cellars, yards, and area drains, foundation drains, cooling water  
8 discharges, drains from springs and swampy areas, manhole covers, cross connections from storm sewers  
9 and combined sewers, catch-basins, stormwater, surface run-off, street wash-waters, or drainage and river  
10 inflow. Inflow does not include, and is distinguished from, infiltration.

11 “**Instantaneous Limit**” means the maximum concentration of a pollutant allowed to be discharged at any  
12 time, determined from the analysis of any discrete or composited sample collected, independent of the  
13 industrial flow rate and the duration of the sampling event.

14 “**Interference**” means a discharge which, alone or in conjunction with a discharge or discharges from other  
15 sources, both: (i) inhibits or disrupts the POTW, its treatment processes or operations, or its sludge  
16 processes, use or disposal; and (ii) therefore is a cause of a violation of any requirement of the POTW's  
17 NPDES permit (including an increase in the magnitude or duration of a violation) or of the prevention of  
18 sewage sludge use or disposal in compliance with the following statutory provisions and regulations or  
19 permits issued thereunder (or more stringent state or local regulations): Section 405 of the ~~Clean Water~~  
20 Act, the Solid Waste Disposal Act (“SWDA”) (including Title II, more commonly referred to as the  
21 Resource Conservation and Recovery Act (“RCRA”), and including state regulations contained in any state  
22 sludge management plan prepared pursuant to Subtitle D of the SWDA, the Clean Air Act, the Toxic  
23 Substances Control Act, and the Marine Protection, Research and Sanctuaries Act.

24 “**Member Community**” means any county, township, city or village receiving wastewater services from  
25 the GLWA.

26 “**Minor User**” a User who does not meet the definition of a Significant Industrial User but is authorized  
27 to discharge to the POTW.

28 “**Monthly Average**” means the sum of all “daily discharges” measured during a calendar month divided  
29 by the number of “daily discharges” measured during that month.

30 “~~May~~” means ~~permissive~~.

31 “~~Minor User~~” means ~~any Industrial User who does not meet the definition of a Significant~~  
32 ~~Industrial User, or qualify for a Wastewater Discharge Permit under the Industrial Pretreatment~~  
33 ~~Program.~~

34 “**National Pretreatment Standard**”, “**Pretreatment Standard**” or “**Standard**” means any regulation  
35 containing pollutant discharge limits promulgated by the ~~EPA/USEPA~~ in accordance with Section 307 (b)



GLWA Rules

1 and (c) of the Act, which applies to Industrial Users. This term includes prohibitive discharge limits  
2 established pursuant to 40 CFR 403.5.

3 **“National Pollutant Discharge Elimination System”** or **“NPDES”** means the permit and regulation  
4 system governing direct discharges into navigable waters administered by the EGLE and USEPA.

5 **“New Source”** means any building, structure, facility or installation from which there is or may be the  
6 discharge of pollutants, the construction of which is commenced after the publication of proposed  
7 regulations prescribing a standard of performance under Section 307(c) of the Act which will be applicable  
8 to such source if such standard is thereafter promulgated in accordance with section 307(c) of the Act.

9 **“Non-detect”** means the achievable laboratory testing quantification level for ascertaining the amount of a  
10 pollutant in a waste stream using analytical methods specified in or approved under 40 CFR 136, or pursuant  
11 to rules adopted by the ~~MDEQ~~EGLE or the ~~EPA~~USEPA.

12 ~~“Non-significant Categorical Industrial User” means an Industrial User who never discharges~~  
13 ~~more than 100 gallons per day (gpd) of total categorical wastewater (excluding sanitary, non-~~  
14 ~~contact cooling and boiler blowdown wastewater, unless specifically included in the Pretreatment~~  
15 ~~Standard) and the Control Authority determines that: (i) The Industrial User, prior to the Control~~  
16 ~~Authority’s finding, has consistently complied with all applicable categorical Pretreatment~~  
17 ~~Standards and Requirements; and (ii) The Industrial User annually submits the certification~~  
18 ~~statement required in § 403.12(q) together with any additional information necessary to support~~  
19 ~~the certification statement; and (iii) The Industrial User never discharges any untreated~~  
20 ~~concentrated wastewater.~~

21 **“North American Industrial Classification System”** or **“NAICS”** means a standard used by Federal  
22 statistical agencies to classify business establishments for the purpose of collecting, analyzing, and  
23 publishing statistical data related to the ~~U.S.~~ United States business economy, as developed by the Office  
24 of Management and Budget (OMB), and adopted in 1997 to replace the Standard Industrial Classification  
25 (SIC) system.

26 **“Rules and Regulations”** ~~means~~mean the Sewage and Waste Control Rules and Regulations of the  
27 ~~GLWA~~Control Authority and any rules, regulations and orders adopted by the Board pertaining thereto.

28 **“Pass-through”** means a discharge which exits the POTW into waters of the United States in quantities or  
29 concentrations which, alone or in conjunction with a discharge or discharges from other sources, is a cause  
30 of a violation of any requirement of the POTW’s NPDES permit (including an increase in the magnitude  
31 or duration of a violation).

32 **“Person”** means any individual, partnership, co-partnership, firm, company, corporation, association, joint  
33 venture, joint stock company, sole proprietorship, trust, estate, co-partnership, unit of government, school  
34 authority, or private corporation organized or existing under the laws of the State of Michigan or any other  
35 state or country.



## GLWA Rules

1 “PFAS Compounds” mean the list of perfluoroalkyl and polyfluoroalkyl substances that the MDH& EGLE  
2 has identified as emerging contaminants; which includes: Perfluorotetradecanoic acid (PFTeA),  
3 Perfluorotridecanoic acid (PFTriA), Perfluorododecanoic acid (PFDoA), Perfluoroundecanoic acid  
4 (PFUnA), Perfluorodecanoic acid (PFDA), Perfluorononanoic acid (PFNA), Perfluorooctanoic acid  
5 (PFOA), Perfluoroheptanoic acid (PFHpA), Perfluorohexanoic acid (PFHxA), Perfluoropentanoic acid  
6 (PFPeA), Perfluorobutanoic acid (PFBA), Perfluorodecanesulfonic acid (PFDS), Perfluorononanesulfonic  
7 acid (PFNS), Perfluorooctanesulfonic acid (PFOS), Perfluoroheptanesulfonic acid (PFHpS),  
8 Perfluorohexanesulfonic acid (PFHxS), Perfluoropentanesulfonic acid (PFPeS), Perfluorobutanesulfonic  
9 acid (PFBS), Perfluorooctanesulfonamide (PFOSA), Fluorotelomer sulphonic acid 8:2 (FtS 8:2),  
10 Fluorotelomer sulphonic acid 6:2 (FtS 6:2), Fluorotelomer sulphonic acid 4:2 (FtS 4:2), 2-(N-  
11 Ethylperfluorooctanesulfonamido) acetic acid (N-EtFOSAA), 2-(NMethylperfluorooctanesulfonamido)  
12 acetic acid (N-MeFOSAA); or as amended.

13 **“pH”** means the intensity of the acid or base condition of a solution, calculated by taking the negative base-  
14 ten logarithm of the hydrogen ion activity. Activity is deemed to be equal to concentration in moles per  
15 liter.

16 **“Pollution”** means the man-made or man induced alteration of the chemical, physical, biological and  
17 radiological integrity of water.

18 **“Pollutant Strength Level”** means the concentrations of BOD, TSS, Phosphorus and FOG determined to  
19 be present in the wastewater discharged from ~~an Industrial~~ User; and used to calculate the Surcharge for  
20 the High Strength Wastewater contributed by the ~~Industrial~~ User.

21 **“Phosphorus”** means the total concentration of all forms of organic and inorganic phosphorus compounds  
22 as measured by standard methods, expressed in mg/l.

23 **“Pretreatment”** means the reduction of the amount of pollutants, the elimination of pollutants, or the  
24 alteration of the nature of pollutant properties in wastewater prior to, or in lieu of, introducing such  
25 pollutants into a POTW. This reduction or alteration can be obtained by physical, chemical or biological  
26 processes; by process changes; or by other means, except by diluting the concentration of pollutants unless  
27 allowed by an applicable Pretreatment Standard.

28 **“Pretreatment Requirements”** means any substantive or procedural requirement related to pretreatment,  
29 other than a National Pretreatment Standard, imposed on an Industrial User.

30 **“Process Wastewater”** means any water which, during manufacturing or processing, comes into direct  
31 contact with or results from the production or use of any raw material, intermediate product, finished  
32 product, by-product or waste product.

33 **“Publicly Owned Treatment Works” or “POTW”** means a treatment works as defined by 33 U.S.C.  
34 1292(2)(A) which is owned by a state or municipality, as defined in 33 U.S.C. 1362, including: Any devices  
35 and systems used in the storage, treatment, recycling, or reclamation of municipal sewage or industrial  
36 wastes of a liquid nature; or sewers, pipes and other conveyances only if they convey wastewater to a



## GLWA Rules

1 POTW treatment plant; or the municipality, as defined in 33 U.S.C. 1362, which has jurisdiction over the  
2 Indirect Discharges to and the discharges from such a treatment works. For these Rules and Regulations,  
3 POTWs include the Control Authority's wastewater facilities.

4 **“Regulatory Activities”** include mean all programs and activities conducted by the Industrial Waste  
5 Control Group to meet its obligations under the NPDES Permit MI 0022802 and the Clean Water Act, and  
6 any rules adopted by the ~~Great Lakes Water Authority~~ Board, including, but not limited to, an Industrial  
7 Pretreatment Program; Surcharge Program; Hauled Waste Program, Groundwater and Special Discharge  
8 Program.

9 **“Septage,” or “Septage Waste”** means Domestic Sewage generated by sources without a direct connection  
10 to the sewerage system, including untreated and partially treated sewage solids, liquids, and sludge of  
11 human or domestic origin that is removed from a wastewater system for disposal through truck or other  
12 hauling.

13 **“Sewerage System”** means sewers, intercepting sewers, pipes or conduits, pumping stations, force mains,  
14 constructed drainage ditches, surface water intercepting ditches, and all other constructions, devices and  
15 appliances appurtenant thereto used for collecting or conducting sewage, industrial waste or other wastes  
16 to a point of treatment or ultimate disposal.

17 **“Significant Noncompliance”** means any Significant Industrial User who violates one (1) or more of the  
18 criteria of 40 CFR 403.8(f)(2)(viii)(a)-(h); or any Industrial User who violates one (1) or more of the criteria  
19 of 40 CFR 403.8(f)(2)(viii)(c), (d) or (h). (See Article XIII).

20 **“Significant Industrial User” or “SIU”** means any User who discharges to the POTW and which:

- 21 (1) Has an average discharge flow of twenty-five thousand (25,000) gallons per day or more of  
22 process wastewater excluding sanitary, boiler blowdown, and noncontact cooling water; or
- 23 (2) Has discharges subject to the national categorical pretreatment standards; or
- 24 (3) Requires pretreatment to comply with the specific pollutant limitations of these Rules; or
- 25 (4) Has in its discharge, toxic pollutants as defined pursuant to 33 U.S.C. 1317, or other applicable  
26 federal and state laws or regulations, that are in concentrations and volumes which are subject to  
27 regulation under these Rules as determined by the Control Authority; or
- 28 (5) Is required to obtain a permit for the treatment, storage or disposal of hazardous waste pursuant  
29 to regulations adopted by this state or adopted under the Federal Solid Waste Disposal Act, as  
30 amended by the Federal Resource Conservation and Recovery Act, as amended, and may or does  
31 contribute or allow waste or wastewater into the POTW including, but not limited to, leachate or  
32 runoff; or
- 33 (6) Is found by the ~~GLWA~~Control Authority to have a reasonable potential for adverse effect,  
34 either singly or in combination with other contributing industries, on the POTW operation, the  
35 quality of sludge, the POTW's effluent quality, or air emission generated by the POTW.



## GLWA Rules

1 “**Sludge**” means liquid and precipitated or suspended solid material therein contained, generated from the  
2 treatment of water, sewage, industrial waste or other wastes.

3 “**Slug Discharge**” means any discharge of a non-routine, episodic nature, including, but not limited to, an  
4 accidental spill or non-customary batch Discharge, which has a reasonable potential to cause interference,  
5 pass-through, or in any other way to cause a violation of the GLWA’s Rules and Regulations, local limits  
6 or Permit conditions.

7 “**Standard Industrial Classification** or “**SIC**” means a classification pursuant to the Standard Industrial  
8 Classification Manual issued by the Executive Office of the President, Office of Management and Budget,  
9 1987, as amended.

10 “**Standard Methods**” means the *Standard Methods for the Examination of Water and Wastewater*,  
11 published by the American Public Health Association, and the version(s) approved for use by 40 CFR 136.

12 “**Storm Water**” means any waste or wastewater occurring during or following any form of natural  
13 precipitation and resulting therefrom.

14 “**Surcharge or Pollutant Surcharge**” means a fee representing the cost of service determined by the  
15 GLWA Control Authority for each pollutant comprising Domestic Sewage, expressed in Dollars per pound  
16 (\$/lb.).

17 “**Total Suspended Solids (total)**” or “**TSS**” means the total suspended matter which floats on the surface  
18 of, or is suspended in, water, wastewater or other liquids, and is removable by laboratory filtration or as  
19 measured by standard methods.

20 “**Total Phenolic Compounds**” means the sum of the individual analytical results for each of the following  
21 phenolic compounds during any single sampling event: 2-Chlorophenol, 4-Chlorophenol, 4-Chloro-3-  
22 methylphenol, 2,4-Dichlorophenol, 2,4-Dinitrophenol, ~~3-Methylphenol (o-cresol)~~ and 4-Methylphenol  
23 (p-cresol), and phenol.

24 “**Total PCB**” (or **Total Poly-Chlorinated Biphenyls**)” or “**Total PCB**” means the sum of the individual  
25 analytical results for each of the following PCB aroclors 1016, 1221, 1232, 1242, 1248, 1254, and 1260  
26 during any single sampling event with any aroclor result less than the quantification level, or non-detect,  
27 being numerically treated as zero.

28 “**Toxic Pollutant**” means any pollutant or combination of pollutants designated as toxic in regulations  
29 promulgated by the Administrator of the U.S. Environmental Protection Agency USEPA under the  
30 provisions of the Clean Water Act, being 33 U.S.C. § 1317, or included in the Critical Materials Register  
31 promulgated by the MDEQ EGLE, or by other federal or state laws, rules or regulations.

32 “**Upset**” means an exceptional incident in which there is unintentional and temporary noncompliance with  
33 limits imposed under these Rules or with national categorical pretreatment standards due to factors beyond  
34 the reasonable control of the Industrial User but does not include noncompliance to the extent caused by  
35 operational error, improperly designed treatment facilities, inadequate treatment facilities, lack of



GLWA Rules

1 preventative maintenance, or careless or improper operation.

2 ~~“Users” means Industrial Users and Minor Users.~~

3 ~~“Users” or “Nondomestic User” or “Industrial User” means an industry, commercial~~  
 4 ~~establishment, or other entity that discharges wastewater to a publicly owned treatment works~~  
 5 ~~other than, or in addition to, sanitary sewage; and is a source of indirect discharge.~~

6 **“United States Environmental Protection Agency”** or **“USEPA”** means the Environmental Protection  
 7 Agency of the United States Government and its designated agents.

8 **“Wastewater Treatment Facilities”** ~~means~~**mean** any method, construction, device, arrangement or  
 9 appliance appurtenant thereto, installed for the purpose of treating, neutralizing, stabilizing, disinfecting, or  
 10 disposing of sewage, industrial wastes or other wastes, or for the recovery of by-products from such sewage,  
 11 industrial waste or other wastes and includes sewers, pipes and other conveyances if they convey  
 12 wastewater to a POTW.

13 **“Waters”** ~~means~~**mean** all accumulations of water, surface and underground, natural or artificial, public or  
 14 private or parts ~~thereof, which are wholly or partially under the jurisdiction of the GLWA or thereof~~  
 15 which flow through the territory of the GLWA.

16 **“Wastewater”** or **“Sewage”** means the liquid and water-carried wastes of dwellings, commercial buildings,  
 17 industrial facilities, and institutions, whether treated or untreated, which are contributed to or permitted to  
 18 enter the POTW including Infiltration and Inflow water, Storm Water and Cooling Water.

19 **“Wastewater Discharge Permits”** mean a control mechanism issued by the Control Authority in  
 20 accordance with these Rules specifying the Pretreatment Standards and Requirements, pollutant discharge  
 21 limitations, reporting and monitoring requirements, and other conditions under which an Industrial User  
 22 may discharge to the sewerage system.

23 **“Wholesale Sewer Contract Customer”** means any county, township, city or village that has contracted  
 24 for sewerage services with the ~~Great Lakes Water Authority~~**GLWA**.

25 For purposes of these Rules, the following acronyms shall have the meanings designated by this section:  
 26

Term	Full Term Description	Term	Full Term Description
<del>ALJ</del>	<del>Administrative Law Judge</del>	<del>MDEQEG</del>	<del>Michigan Department of</del>
		<del>LE</del>	<del>Environmental</del>
			<del>Quality Environment, Great Lakes,</del>
			<del>and Energy</del>
BMP	Best Management Practice Plan		
BMR	Baseline monitoring report	mg/l	milligrams per liter
BOD	Biochemical Oxygen Demand	NPDES	National Pollutant Discharge

GLWA Rules

Elimination System

<u>CIUCSI</u>	Categorical <u>Significant</u> Industrial		
<u>U</u>	User		
CFR	Code of Federal Regulations	POTW	Publicly Owned Treatment Works
<u>EPA</u>	<u>Environmental Protection Agency</u>	RCRA	Resource Conservation and Recovery Act, being 42 U.S.C. § 6901 et seq.)
FOG	Fats, Oils and Grease	SDP	Special Discharge Permit
GLWA	Great Lakes Water Authority	SIU	Significant Industrial User
HIW	Hauled-in Waste	SNC	Significant Noncompliance
IWC	Industrial Waste Control	SWDA	Solid Waste Disposal Act, being 42 U.S.C. § 6901 et seq.
IU	Industrial User	TSS	Total Suspended Solids
<u>USEPA</u>	<u>Environmental Protection Agency</u>	ug/l	Micrograms per liter



1                                   **CHAPTER II – RULES GOVERNING IMPLEMENTATION,**  
2                                   **ADMINISTRATION AND ENFORCEMENT OF INDUSTRIAL**  
3                                   **PRETREATMENT PROGRAM REQUIREMENTS**

4    The ~~GLWA Board~~ has adopted an Industrial Pretreatment Program and received approval from the State of  
5    Michigan ~~as for GLWA to be~~ a Control Authority to implement, administer and enforce the program within  
6    the GLWA Service Area. The following rules have been adopted to describe a uniform means of carrying  
7    out the duties and obligations placed upon the GLWA as ~~athe~~ Control Authority.

8  
9    **Article I           CONTROL AUTHORITY RESPONSIBILITIES**

10   The Board ~~of the GLWA~~ assigns and authorizes the ~~Industrial Waste Control Operations Manager~~  
11   ~~Chief Executive Officer~~ as the person responsible for carrying out the administration, duties, and  
12   enforcement responsibilities as the Control Authority, consistent with the intent of these rules.

13  
14   **Article II         GENERAL SEWER USE REQUIREMENTS**

15   Section II-201. Unlawful Discharges

16   It shall be unlawful for any Person to discharge ~~commercial waste and~~ Industrial Waste or Wastewater  
17   from non-Domestic Sources, directly or indirectly, into the Sewerage System, without authorization from  
18   the ~~GLWA Control Authority~~; or to discharge any Wastewater in violation of the terms and conditions  
19   contained in these rules or contrary to any discharge authorization granted by the ~~GLWA Control Authority~~.

20   Section II-202. Lawful Discharges

21   It is the duty of every Person seeking to lawfully discharge Sewage, Industrial Wastes, or other wastes or  
22   Wastewater of any kind directly or indirectly, into the Sewerage System to conform to the criteria or effluent  
23   quality standards established and/or adopted hereunder, and to seek authorization from the ~~GLWA Control~~  
24   ~~Authority~~ in accordance with these rules; to comply with these rules, as amended from time to time; and to  
25   provide notice to the ~~GLWA Control Authority~~ of any substantial changes in the volume, quality, or  
26   character of their discharge.

- 27   a) ~~Users and Minor~~ Users who were previously authorized, whether by permit or a letter of authorization,  
28       by the Detroit Water and Sewerage Department in its ~~preprior capacity~~ as ~~the~~ Control Authority, and  
29       have and are complying with such authorization, shall be deemed authorized by the GLWA, ~~as the new~~  
30       ~~Control Authority~~, until (i) a subsequent survey application, permit application or Baseline Monitoring  
31       report is filed with or requested by: the GLWA; ~~and/or~~ (ii) a subsequent permit or a letter of  
32       authorization is issued by GLWA.

33   Section II-203. General Pollutant Prohibitions

34   No User shall discharge or cause to be discharged into the POTW, directly or indirectly, any pollutant or

## GLWA Rules

1 Wastewater which will cause Interference or Pass-through. These general discharge prohibitions shall apply  
2 to all Users of the POTW whether or not the User is subject to national categorical pretreatment standards  
3 or to any other federal, state, or local pretreatment standards or requirements. In addition, it shall be  
4 unlawful for any User to discharge into the POTW:

5 a) Any liquid, solid or gas, which by reason of its nature or quantity, is sufficient either alone or by  
6 interaction with other substances to create a fire or explosion hazard or to be injurious in any other way  
7 to persons, to the POTW, or to the operations of the POTW. Pollutants, which create a fire or explosion  
8 hazard in a POTW, include, but are not limited to, waste streams with a closed cup flash point of less  
9 than 140°F or 60°C using the test methods specified in 40 CFR 261.21; or

10 b) Any solid or viscous substance in concentrations or quantities, which are sufficient to cause obstruction  
11 to the flow in a sewer or other encumbrances to the operation of the POTW, including, but not limited  
12 to, grease, animal guts or tissues, bones, hair, hides or fleshing, entrails, whole blood, feathers, ashes,  
13 cinders, sand, cement, spent lime, stone or marble dust, metal, glass, straw, shavings, grass clippings,  
14 rags, strings, fibers, spent grains, spent hops, wastepaper, wood, plastics, tar, asphalt residues, residues  
15 from refining or processing of fuel or lubricating oil, mud or glass grinding or polishing wastes, or  
16 tumbling and deburring stones; or

17 c) Any Wastewater having a pH of less than 5.0 units or greater than 11.5 units; or

18 d) Any Wastewater containing petroleum oil, non-biodegradable cutting oil, products of mineral oil origin,  
19 or toxic pollutants in sufficient concentration or quantity either singly or by interaction with other  
20 pollutants to cause Interference, or Pass through, or constitute a hazard to humans or animals; or

21 e) Any liquid, gas, solid or form of energy, which either singly or by interaction with other waste is  
22 sufficient to create toxic gas, vapor, or fumes within the POTW in quantities that may cause acute  
23 worker health and safety problems, or may cause a public nuisance or hazard to life, or are sufficient to  
24 prevent entry into the sewers for their maintenance and repair; or

25 f) Any noxious or malodorous liquids, gases, solids, or other Wastewater which, either singly or by  
26 interaction with other wastes, are sufficient to create a public nuisance or a hazard to life, or to prevent  
27 entry into the sewers for maintenance or repair; or

28 g) Any substance which is sufficient to cause the POTW's effluent or any other product of the POTW,  
29 such as residue, sludge, or scum to be unsuitable for reclamation processing where the POTW is  
30 pursuing a reuse and reclamation program. In no case shall a substance discharged into the POTW  
31 cause the POTW to be in noncompliance with sludge use or disposal criteria guidelines or regulations  
32 developed under 33 U.S.C. 1345, with any criteria, guidelines, or developed and promulgated  
33 regulations affecting sludge use or disposal developed pursuant to the Solid Waste Disposal Act, the  
34 Federal Clean Air Act, the Federal Toxic Substances Control Act, or with state criteria applicable to  
35 the sludge management method being used; or



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- 1 h) Any trucked or hauled pollutants, except at discharge points designated by the POTW and authorized
- 2 by the Control Authority (see Chapter IV); or
- 3 i) Any substance which will cause the POTW to violate the ~~National Pollutant Discharge Elimination~~
- 4 ~~System~~NPDES permit; or
- 5 j) Any discharge having a color uncharacteristic of the wastewater being discharged; or
- 6 k) Any wastewater having a temperature which will inhibit biological activity in the POTW treatment
- 7 plant resulting in interference, but in no case wastewater with a temperature at the introduction into a
- 8 public sewer which exceeds 150°F or which will cause the influent at the wastewater treatment
- 9 ~~plant~~facility to rise above 104°F (40°C); or
- 10 l) Any pollutant discharge which constitutes a Slug; or
- 11 m) Any wastewater containing any radioactive wastes or isotopes of such half-life or concentration as may
- 12 exceed limits established in compliance with applicable federal or state regulations; or
- 13 n) Any floating ~~fats, oil or grease~~FOG which are sufficient to create an obstruction in the collection
- 14 system, cause interference with the collection system or pass through the POTW; or
- 15 o) Any solid materials having a specific gravity greater than 1.2 or a cross section dimension of one-half
- 16 (½) inch or greater which are sufficient to cause interference with the POTW; or
- 17 p) Wastewater causing a reading on an explosion hazard meter at the point of discharge into the POTW,
- 18 or at any point in the POTW, of more than 20 percent (20%) of the Lower Explosive Limit of the meter;
- 19 or
- 20 q) Any pollutant, including oxygen demanding pollutants (BOD, etc.) released in a Discharge at a flow
- 21 rate and/or pollutant concentration which will cause interference with the POTW.

22 Section II-204. Specific Pollutant Discharge Limitations

- 23 a) National Categorical Pretreatment Standards. All Industrial Users shall comply with the applicable
- 24 National Categorical Pretreatment Standards and requirements promulgated pursuant to the Act as set
- 25 forth in 40 CFR Subchapter N, Effluent Guidelines and Standards, which are hereby incorporated by
- 26 reference and with all other applicable standards and requirements. Affected dischargers shall comply
- 27 with applicable reporting requirements under 40 CFR Part 403 and as established by the Control
- 28 Authority. The National Categorical Pretreatment Standards that have been promulgated as of the
- 29 effective date of this section are delineated in Appendix A.
- 30 b) Local Pollutant Discharge Limitations. The ~~GLWA~~Control Authority has developed specific Local
- 31 Pollutant Discharge Limitations to protect the sewage disposal system from (pollutant) Interference,
- 32 Inhibition or Pass-through, and worker health & safety in accordance with 40 CFR 403.5(c); which are
- 33 to be deemed as Pretreatment Standards pursuant to Section 307(d) of the Act. The following specific
- 34 Local Pollutant Discharge Limitations are adopted, and shall be enforced by the Control Authority:

35

GLWA Rules

1) Compatible Pollutants:

Pollutant Name & Symbol	Daily Maximum Limitation (mg/l)
Biochemical Oxygen Demand (BOD)	10,000
Total Suspended Solids (TSS)	10,000
Fats, Oils, and Grease (FOG)	1,500
Total Phosphorus (P)	150

2) Metals

Pollutant Name & Symbol	Daily Maximum Limitation (mg/l)
Arsenic (As)	1.0
Cadmium (Cd)	3.0
Chromium (Cr)	25.0
Copper (Cu)	<del>7</del> 3.0
Cyanide, <del>Total (CNT)</del> Amenable (CNA)	<del>4.0</del> 1.5
Lead (Pb)	1.0
Mercury (Hg)	0.01
Nickel (Ni)	5.0
Silver (Ag)	1.0
Zinc (Zn)	12.0

3) Organic Pollutants

Pollutant Name & Symbol	Daily Maximum Limitation (mg/l)
PCB, Total	Non-detect

4) Phenolic Compounds

i) The limitation for Total Phenolic Compounds shall be 1 mg/l using the 4AAP method.

ii) A Significant Industrial User may elect, in lieu of the limit for Total Phenolic Compounds specified in sub-paragraph i above, to substitute the specific limitations for the individual eight (8) phenolic compounds identified in the following table:

Pollutant Name & Symbol	Daily Maximum Limitation (mg/l)
2-Chlorophenol	8.0
4-Chlorophenol	8.0
4-Chloro-3-methylphenol	<del>10</del> 3.0
2,4-Dichlorophenol	<del>15</del> 6.0
2,4-Dinitrophenol	30
<del>3-Methylphenol and/or</del> 4-Methylphenol	40.0



1  
2 Upon written election, the wastewater discharge permit shall be modified to incorporate these substituted  
3 parameters and a Significant Industrial User shall be responsible for monitoring and reporting compliance  
4 with these parameters.

5 c) Non-Detectable Limitations. For any pollutant parameter which has a Local Pollutant Discharge  
6 Limitation of "Non-detect", a User will be in violation of the limitation when the measurement result  
7 exceeds by any magnitude the method detection level of the pollutant, using analytical methods  
8 authorized under 40 CFR 136, unless a higher level is appropriate because of demonstrated sample  
9 interference.

10 1) Total PCB shall not be discharged at detectable levels, based upon ~~US EPA~~USEPA Method 608,  
11 and the quantification level shall not exceed 0.2 ugms/l, unless a higher level is appropriate because  
12 of demonstrated sample interference.

13 ~~An Industrial~~Any User may develop and implement a Best Management Practice Plan in accordance  
14 with Section II-1006 to demonstrate compliance with a Non-detect local pollutant discharge limitation

15 d) Applicability of most stringent limitation. Where a National Categorical Pretreatment Standard  
16 includes a pollutant parameter that also has a Local Pollutant Discharge Limitation, the ~~GLWA~~Control  
17 Authority shall apply the most stringent Daily Maximum limitation for that pollutant parameter in a  
18 permit issued to the discharger. Where a 4-day, monthly or 30-day limitation contained in a National  
19 Categorical Pretreatment Standard is greater than the Local Pollutant Discharge Limitation Daily  
20 Maximum limitation, the ~~GLWA~~Control Authority shall apply the more stringent value as the  
21 applicable average.

22 e) Development of Pollutant Discharge Limitations. The ~~GLWA~~Control Authority may periodically  
23 review and re-evaluate new or existing wastewater pollutant discharge limitations in accordance with  
24 40 CFR 403.5(c). The ~~GLWA~~Control Authority reserves the right to establish additional or more  
25 stringent limitations or requirements on discharges to the POTW; ~~which shall be adopted by the~~  
26 ~~Board in accordance with Act 233.~~

27 f) Development of Pollutant Concentration and Mass limits. When limits in a categorical pretreatment  
28 standard are expressed only in terms of mass of pollutants per unit of production, the Control Authority  
29 may convert the limits to equivalent limitations expressed either as mass of pollutant discharged per  
30 day or effluent concentration for purposes of calculating effluent limitations applicable to individual  
31 Significant Industrial Users. Equivalent limitations shall be calculated in accordance with Sections 40  
32 CFR 403.6(c)(3) and/or 40 CFR 6(c)(4) and shall be deemed pretreatment standards for the purposes  
33 of 33 USC 1317(d) and of these rules. Significant Industrial Users will be required to comply with the  
34 equivalent limitations in lieu of the promulgated categorical standards from which the equivalent

1 limitations were derived.

2 Section II-205. Net/Gross Determinations

3 An Industrial User, subject to a Categorical Pretreatment Standard may obtain a net/gross adjustment to a  
4 Categorical Pretreatment Standard in accordance with the following paragraphs of this Section.

5 a) Categorical Pretreatment Standards may be adjusted to reflect the presence of pollutants in the  
6 Industrial User's intake water. Any Industrial User wishing to obtain credit for intake pollutants must  
7 make application to the Control Authority. Upon request of the Industrial User, the applicable Standard  
8 will be calculated on a "net" basis (i.e., adjusted to reflect credit for pollutants in the intake water) if  
9 the requirements of paragraph (2) of this Section are met.

10 b) Criteria.

11 1) Either (i) the applicable Categorical Pretreatment Standards contained in 40 CFR subchapter N  
12 specifically provide that they shall be applied on a net basis; or (ii) the Industrial User demonstrates  
13 that the control system it proposes or uses to meet applicable categorical Pretreatment Standards  
14 would, if properly installed and operated, meet the Standards in the absence of pollutants in the  
15 intake waters.

16 2) Credit for generic pollutants such as biochemical oxygen demand (BOD), Total Suspended Solids  
17 (TSS), and fats, oil and grease should not be granted unless the Industrial User demonstrates that  
18 the constituents of the generic measure in the Industrial User's effluent are substantially similar to  
19 the constituents of the generic measure in the intake water or unless appropriate additional limits  
20 are placed on process water pollutants either at the outfall or elsewhere.

21 3) Credit shall be granted only to the extent necessary to meet the applicable Categorical Pretreatment  
22 Standard(s), up to a maximum value equal to the influent value. Additional monitoring may be  
23 necessary to determine eligibility for credits and compliance with Standard(s) adjusted under this  
24 Section.

25 4) Credit shall be granted only if the Industrial User demonstrates that the intake water is drawn from  
26 the same body of water as that into which the POTW discharges. The Control Authority may waive  
27 this requirement if it finds that no environmental degradation will result.

28 Section II-206. Prohibition of Dilution

29 Except where expressly authorized to do so by an applicable Pretreatment Standard or Requirement, ~~an~~  
30 Industrial User cannot increase the use of process water, or in any other way attempt to dilute prior to  
31 discharge as a partial or complete substitute for adequate pretreatment to achieve compliance with a  
32 discharge limitation unless expressly authorized by an applicable Pretreatment Standard or requirement.  
33 The Control Authority may impose mass limitations on Industrial Users who are using dilution to meet  
34 applicable Pretreatment Standards or Requirements, or in other cases when the imposition of mass  
35 limitations is appropriate.

36



**Article III     PRETREATMENT OF WASTEWATER****Section II-301. Pretreatment Facilities**

a) Industrial Users shall provide Wastewater Treatment Facilities, as necessary, to comply with these rules and shall achieve compliance with all Categorical Pretreatment Standards, Local Pollutant Discharge Limitations, and other requirements of these rules within the time limitations specified by EPA, the State, or these rules. Any Wastewater Treatment Facilities necessary for compliance shall be provided, operated, and maintained at the Industrial User's expense. Detailed plans describing such Wastewater Treatment Facilities and operating procedures shall be submitted to the Control Authority for review, before such Wastewater Treatment Facilities are constructed. The Industrial User shall obtain any plan approvals required from any GLWA member community or Wholesale Sewer Contract Customer prior to submitting them to the Control Authority for review. The review of such plans and operating procedures shall in no way relieve the Industrial User from the responsibility of modifying such ~~facilities~~Wastewater Treatment Facilities, as necessary, to produce a discharge that will meet any Wastewater discharge permit, or necessary to comply with these rules.

b) Additional Pretreatment Measures - Whenever deemed necessary, the Control Authority may require Industrial Users through written notice, to restrict their discharge during peak flow periods, designate that certain Wastewater be discharged only into specific sewers, relocate and/or consolidate points of discharge, separate sewage waste streams from industrial waste streams, and such other conditions as may be necessary to protect the POTW and/or to determine the Industrial User's compliance with the requirements of these Rules and Regulations. This written notice shall state the reasons for the restriction and be incorporated into an individual Wastewater discharge permit, or equivalent control mechanism.

~~c) The Chief Executive Officer, upon recommendation from~~As part of the Collection System and Combined Sewer Overflow Plans required by NPDES Permit MI0022802, the Control Authority, may require any Person discharging into the POTW to install and maintain, on their property and at their expense, a suitable storage and flow-control facility to ensure equalization of flow. Before such action is taken, a written notice stating the reasons for the requirements shall be given to the User and incorporated into an individual Wastewater discharge permit or equivalent control mechanism. An individual Wastewater discharge permit, or equivalent control mechanism, may be issued solely for flow equalization.

**Section II-302. Pretreatment Protection Requirements**

a) Protection from Flammable and Combustible Substances - All Users who discharge wastewater containing a flammable and combustible substance shall install, operate and maintain a combustible gas monitoring system acceptable to the Control Authority which provides a method of early detection and recording of any discharge of a flammable or combustible substance so that preventive measures

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1 can be taken to avoid loss of life, damage to the Sewerage System, and/or damage to public and/or  
2 private property.

3 1) Flammable and combustible substances include, but are not limited to, gasoline, benzene, naphtha,  
4 solvents, fuel oil; or any other liquid, solid, or gas that would cause or tend to cause flammable or  
5 explosive conditions to result in the Sewerage System.

6 2) Applicability: Petroleum refineries, gasoline storage and transfer facilities, and chemical  
7 manufacturing plants having a discharge of 25,000 gallons or more per day of process Wastewater  
8 per day shall be required to submit a plan and schedule to install and implement a combustible gas  
9 monitoring system, within ninety (90) days, and complete implementation of the plan and schedule  
10 within 6 months of these rules adoption or upon commencement of discharge,

11 3) The Control Authority may issue written notice to any User requiring the installation of a  
12 combustible gas monitoring system upon a finding of 15% or greater of the Lower Explosive Level  
13 (LEL) from the User's discharge to the POTW.

14 4) Specific requirements for a combustible gas monitoring system shall be included by the Control  
15 Authority in a Significant Industrial User's Wastewater discharge permit, and include the following  
16 basic requirements:

17 i. The system shall be continuous and fixed (permanent rather than portable) and shall be installed  
18 near the company's approved monitoring location (where applicable).

19 ii. The system shall have an indicator as well as an automatic continuous recorder capable of  
20 maintaining a permanent record of readings (i.e., chart recorder).

21 iii. The system shall be equipped with a two-stage alarm system that is adjustable. The upper alarm  
22 level must be set at 20% LEL (Lower Explosive Limit).

23 iv. The system shall be calibrated for methane detection.

24 v. The control unit for the combustible gas detection meter should be located where the alarm will  
25 be heard and acted upon promptly (i.e., control room)

26 b) pH Monitoring Plan and Monitoring Requirement. All Significant Industrial Users, as specified  
27 below, who process acidic and/or caustic wastes and Wastewaters; or whose pH is adjusted on-site,  
28 whether done for operational or treatment purposes; shall (i) develop an approvable pH Monitoring  
29 plan, and (ii) install appropriate pH monitoring and recording devices.

30 1) pH Monitoring Plan – In accordance with sub-paragraph 2) below, a pH monitoring Plan  
31 shall be provided within 90 days and complete implementation of the plan and schedule  
32 within 6 months of the adoption of these rules or included with a new permit application or  
33 Baseline Monitoring Report, which shall include the following:

34 i. A description of the location of the pH monitor(s)

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- 1           ii.    Equipment specifications identifying the manufacturer & model of the (a) pH meter; (b)  
2                    pH probe; (c) pH transmitter (if applicable); and (d) the pH recorder (chart, electronic,  
3                    other)
- 4           iii.   Maintenance procedures to be used for cleaning the pH monitoring system used;  
5                    including the frequency of cleaning. A step by step description of the calibration  
6                    procedure used shall be maintained by the SIU
- 7           iv.    Calibration procedure information including (a) whether the probe can or cannot be  
8                    removed for calibration; (b) whether the direct or indirect method is used for calibration;  
9                    (c) whether the pH meter is capable of temperature compensation; (d) the pH buffers  
10                  (reagents) used; and (e) the frequency of meter calibration, with weekly (as a minimum)
- 11          v.    All records shall be retained for a minimum of three years and shall be made available to  
12                  the Control Authority's representative upon request. A summary of records shall be  
13                  provided with the six-month report to demonstrate compliance during the period. This  
14                  may be submitted as a hard-copy or in electronic form.
- 15          2) pH Monitoring - shall be provided by all Significant Industrial Users as follows:
- 16                  i.    The following Significant Industrial Users will provide a pH monitoring plan  
17                          addressing continuous monitoring for pH consistent with ~~US EPA~~EPA method  
18                          150.2 using appropriate pH monitoring and recording devices:
- 19                          a.   All SIUs classified as a Centralized Waste Treatment ~~facilities~~facility in  
20                                  accordance with 40 CFR 437;
- 21                          b.   All SIUs who discharge 25,000 gpd or more of Wastewater and who process  
22                                  acidic and/or caustic wastes and Wastewaters; or whose pH is adjusted on-  
23                                  site, whether done for operational or treatment purposes.
- 24                  ii.   Significant Industrial Users who discharge less than 25,000 gpd of Wastewater will  
25                          provide a pH Monitoring Plan and monitor for pH using appropriate pH monitoring  
26                          and recording devices, which are representative of the period of discharge.
- 27                  iii.   The Control Authority may require any User to install pH monitoring upon finding  
28                          pH levels ~~may be~~ below 5.0 or greater than 11.5, and by serving written notice to the  
29                          User.
- 30          3) The pH monitoring plan shall be acknowledged within the Wastewater discharge permit for  
31                  the SIU. The following criteria shall also be included in the permit:
- 32                  i.    No individual excursion from the range of pH values shall exceed 15 minutes.
- 33                  ii.   Where continuous pH monitoring is used, the maximum and minimum pH readings  
34                          will be reported. Regardless of the number of pH measurements recorded for each day,  
35                          only one violation per day shall be determined.

- 1           iii. A summary of pH monitoring records shall be provided with the six-month report to  
2           demonstrate compliance during the period. This may be submitted as a hard-copy or in  
3           electronic form.

4   Section II-303. Protection from Accidental Discharges

- 5   a) All Users shall provide protection from accidental discharge, spill or Slug discharge of materials  
6   prohibited by these rules, contained in any raw materials, chemicals and/or wastes kept on the premises.
- 7   b) Users shall develop detailed plans against accidental discharge and/or spill discharge, and construct  
8   facilities, develop and implement measures reasonably necessary to avoid loss of life, damage to the  
9   Sewerage System, and/or damage to public and/or private property. These shall be implemented,  
10   provided, and maintained at the owner's or User's cost or expense.
- 11   c) At a minimum, plans against accidental discharge and/or spill discharge will be required when  
12   prohibited materials or substances are kept on the premises in a form which could readily be carried  
13   into the POTW; constitute a concentration of five (5%) percent or greater in the raw material, chemical  
14   solution or waste material; or are stored in volumes of more than fifty-five (55) gallons. Such plans  
15   shall include the following information:
- 16       1) Description of facilities and operating procedures to be implemented to provide protection against  
17       such accidental discharge, spill or slug discharge. Such facilities and measures to prevent and abate  
18       these discharges shall be implemented, provided, and maintained at the owner's or User's cost or  
19       expense.
- 20       2) Provide the approximate average and maximum quantities of such prohibited materials or  
21       substances kept on the premises in the form of raw materials; chemicals and/or waste therefrom  
22       and the containment capacity for each.
- 23       3) Identify facility contacts responsible for implementation and keeping the plan current.
- 24       4) Include notification procedures and post such requirements advising employees whom to contact  
25       in the event of any accidental, spill or slug discharge.
- 26       5) Include information on the secondary containment capacity available and the capacity available for  
27       containing rainfall or freeboard. Supporting calculations shall be maintained by the User and made  
28       available to the Control Authority upon request.
- 29       6) Include a certification statement signed by the facility's Authorized Representative.
- 30   d) Significant Industrial Users shall develop plans to control Slug discharges, as defined by 40 CFR §  
31   403.8(f)(2)(v). The Control Authority shall evaluate whether any Significant Industrial User is required  
32   to develop, modify or revise a slug discharge plan at a frequency of at least once every two (2) years.
- 33   e) Existing Users who are required to develop any plan under sub-section b and/or c shall complete and  
34   submit such a plan within sixty (60) days of the effective date of these rules. Users who have previously  
35   filed such plans are not required to resubmit these plans unless the information has been revised or  
36   changed. New Users shall submit plans under sub-section b and/or c prior to the time they commence



1 discharging.

2 f) The User shall promptly notify the Control Authority of changes or modifications to the plan including,  
3 but not limited to, a change in the contact person(s), or substance inventory.

4 g) The User shall immediately notify the Control Authority of any change at its facility affecting the  
5 potential for a Slug discharge.

6 g+h) The Control Authority shall include as a requirement in a Wastewater discharge permit issued under  
7 these Rules, the development, revision and submittal of these plans described in sub-section b and/or  
8 c.

9  
10 **Article IV CLASSIFICATION OF WASTEWATER SOURCES**

11 Section II-401. Specific Wastewater Source Classifications

12 a) The ~~Board~~Control Authority shall recognize the following specific Wastewater source classifications  
13 for purposes of these Rules:

- 14 1) Septage and waste haulers;
- 15 2) Groundwater sources and occasional or special waste sources;
- 16 3) Grease, oil and solid sources; and
- 17 4) Utility wastes and Wastewater.

18 b) The Control Authority may establish additional Industrial User classifications where necessary to  
19 efficiently carry out the intent of these Rules, or to administer the requirements of these Rules on a  
20 defined Industrial User group.

21 Section II-402. Septage and Waste Haulers

22 a) The ~~GLWA~~Control Authority has developed a program for the regulation of Septage and hauled wastes  
23 that are authorized for treatment from non-point sources. The regulatory requirements for this program  
24 are more fully described in Chapter V of these rules.

25 b) Domestic ~~wastes~~Sewage and Wastewater from recreational vehicles, individual portable toilets, and  
26 vessels and ships shall also be authorized in accordance with Chapter V of these rules.

27 c) The ~~GLWA Wastewater Treatment Plant~~Control Authority shall not accept any waste or wastewater  
28 at its ~~faeility~~POTW on 9300 West Jefferson delivered by truck, rail or dedicated pipeline, other than  
29 Septage Waste and the contents of domestic waste septic tanks, cesspools, seepage pits, sewage lift  
30 stations and portable toilets may be discharged to the Sewerage System by haulers authorized to unload  
31 such materials and subject to the requirements of the Chapter V rules.

32 d) Hauled-in industrial wastes, other than described in paragraph b, shall not be discharged into the  
33 Sewerage System either directly or indirectly because of the risk potential to the well-being of the  
34 system and the receiving waters. Such wastes are to be disposed of in commercial facilities specializing  
35 in the reclamation, rendering, disposal, destruction or burial of non-hazardous, hazardous or potentially

1 hazardous wastes.

2 Section II-403. Special Discharge Environmental Remediation, Groundwater Sources and Occasional or  
3 Special Waste Sources may not be discharged unless authorization has been granted by the Control  
4 Authority.

5 a) The ~~GLWA~~Control Authority has developed a program for the regulation of Environmental  
6 Remediation, Groundwater Sources and Occasional or Special Waste Sources that are authorized for  
7 treatment from non-point sources. The regulatory requirements for this program are described in  
8 Chapter V of these rules.

9 b) Special wastes and Wastewaters not described by subparagraph (a) above, may be authorized for  
10 discharge if they do not pose harm or risk of harm to the sewerage system as determined by the Control  
11 Authority in its reasonable discretion. Such wastes include, but are not limited to, spoiled beer, wine,  
12 milk or other beverages, non-hazardous waste materials, and water and Wastewater from tanks or  
13 vessels, ships, freighters or barges.

14 Section II-404. Grease, Oil and Solids Interceptors

15 The contributions of ~~fats, oils and grease~~FOGs and the discharge of solid or viscous pollutants can cause  
16 or contribute to obstructions in the POTW and collection system. The installation and maintenance of  
17 grease, oil, and solids interceptors can minimize these occurrences. The ~~GLWA~~Control Authority will  
18 work with ~~GLWA~~ Member Communities and/or Wholesale Sewer Contract Customers to correct improper  
19 handling from sources found to cause or contribute to obstructions in the POTW and collection system.

20 a) Grease, oil, and solids interceptors shall be provided when, in the opinion of the Control Authority,  
21 they are necessary for the proper handling of Wastewater containing excessive amounts of grease and  
22 oil, or solids; except that such interceptors shall not be required for Domestic Sources. All interception  
23 units shall be of a type and capacity acceptable to the User's ~~GLWA~~ Member Communities and/or  
24 Wholesale Sewer Contract Customers and the Control Authority.

25 b) The Control Authority may require Users to provide records or other information concerning the  
26 inspection, cleaning and maintenance practices of the User.

27 c) The Control Authority may require any User to install and/or repair, maintain and operate grease, oil,  
28 and solids interceptors when, in the opinion of the Control Authority, they are found to cause or  
29 contribute to obstructions in the POTW and collection system. The Control Authority shall notify the  
30 User of grease, oil and solids sources in writing of such requirement(s).

31 d) All interception units shall be of a type and capacity acceptable to the local Health Department,  
32 community agency or ~~GLWA~~ Member Community, and the Control Authority. Such interceptors shall  
33 be regularly inspected, cleaned, and repaired by the User at their expense.

34 Section II-405. General Permits.

35 a) The Control Authority may authorize the discharge of utility wastes and Wastewater resulting from



1 maintenance and related activities of telephone, gas, steam, or electrical utilities, whether public or  
2 private, through the use of general permits. Subject to appropriate reporting requirements, the general  
3 permit shall authorize discharge in accordance with the terms of the permit.

- 4 b) General Permits may be used by the Control Authority to carry out these rules, for Users other than  
5 Significant Industrial Users, to authorize the discharge from User's activities. General Permits shall  
6 authorize discharge in accordance with the terms of the permit and include appropriate reporting  
7 requirements.

8  
9 **Article V REPORTING AND NOTIFICATION REQUIREMENTS**

10 The Control Authority may require any User to provide any of the reports or notifications described within  
11 this section whenever there is a reasonable potential or actual finding.

12 Section II-501. General Notification Requirements

- 13 a) Notification requirements. Within one (1) hour of becoming aware of a discharge into the POTW which  
14 has the potential to cause, or does cause, the User to implement any accidental discharge, spill or Slug  
15 discharge, or to report the occurrence of an unanticipated by-pass or upset event, the User shall  
16 telephone the Control Authority at its System Control Center (313-267-6000), and notify the Control  
17 Authority of the discharge event.

18 1) The notification shall include the name of the caller, the location and time of discharge, the type of  
19 Wastewater, the estimated concentration of excessive or prohibited pollutants and estimated  
20 volume, and the measures taken, or being taken, to abate the discharge into the POTW.

21 2) Within five (5) calendar days after the discharge, the User shall submit a detailed written report to  
22 the Control Authority describing the cause of the discharge and the measures to be taken by the  
23 User to prevent similar future occurrences and, when required by the Control Authority, the User's  
24 Wastewater discharge permit may be modified to include additional measures to prevent such  
25 future occurrences.

- 26 b) Such notification shall not relieve the User of any expense, cost of treatment, loss damages or other  
27 liability which may be incurred as a result of, among other things, damage to the POTW, fish kills, or  
28 any other environmental impairment or any other damage to persons or property.

- 29 c) Recovery of costs. Any User discharging in violation of any of the provisions of these rules, which  
30 produces a deposit or obstruction or causes damages to or impairs the POTW, or causes the  
31 ~~GLWA~~Control Authority to violate its NPDES permit, shall be liable for any expense, loss, damage,  
32 penalty or fine incurred because of said violation or discharge. Prior to assessing such costs, the Control  
33 Authority shall notify the User of its determination that the User's discharge was the proximate cause  
34 of such damage, obstruction, impairment, or violation of the NPDES permit and the intent to assess  
35 such costs to the User. Any such notice shall include written documentation which substantiates the

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1 determination of proximate cause and a breakdown of cost estimates. Failure to pay the assessed costs  
2 shall constitute a violation of these rules. Such charge shall be in addition to, and not in lieu of, any  
3 penalties or remedies provided under these rules, or this Code, or other statutes and regulations, or at  
4 law or in equity.

### 5 Section II-502. Specific Notification Requirements

- 6 a) All Users, whether required to have a Wastewater discharge permit, Authorization or not, shall notify  
7 the Control Authority at its System control center (313-267-6000) of any discharge or release that is  
8 contrary to the requirements of these rules.
- 9 b) The Control Authority may identify additional requirements for notice through a Wastewater discharge  
10 permit or authorization to discharge.

### 11 Section II-503. Hazardous Waste Notification

- 12 a) All Industrial Users, who discharge into the ~~sewer~~Sewerage System, shall notify the Control Authority  
13 ~~and the GLWA Member Community~~ in writing of any discharge of a substance which, if otherwise  
14 disposed of, would be a hazardous waste as set forth in 40 CFR 261. Such notification must comply  
15 with the requirements of 40 CFR 403.12(p).
- 16 b) At a minimum, any Significant Industrial User regulated under a Wastewater discharge permit issued  
17 by the Control Authority shall review their previous notification(s) and report any additions or other  
18 changes to the hazardous wastes discharged, in accordance with 40 CFR 403.12(j), to the POTW and  
19 provide the current information specified in paragraph (a) above at the time of seeking a Permit  
20 Renewal.
- 21 c) This provision does not create a right to discharge any substance not otherwise permitted to be  
22 discharged by these rules, or any permit issued thereunder, or any applicable Federal or State law.

### 23 Section II-504. Authorized Representative.

24 The Authorized Representative ~~of an Industrial User~~, or a duly-Authorized Representative if applicable,  
25 shall sign and certify any survey, permit application or re-application, Baseline Monitoring Report, 90-day  
26 report, or periodic report or a request for reconsideration or appeal hearing. Other documents, responses or  
27 reports may be signed by any other agent as long as the agents name, role and any limitations of the agency,  
28 are made known to the Control Authority in writing.

### 29 Section II-505. Best Management Practice Plans and Pollution Prevention Plans

30 The ~~GLWA~~Control Authority shall allow Users to develop and to implement Best Management Practice  
31 Plans and Pollution prevention plan initiatives as a partial response to non-compliance and incorporate  
32 such plans as an enforceable part of a Wastewater discharge permit. Upon demonstration of compliance,  
33 the User may request to be relieved of the Best Management Practice Plans and Pollution prevention  
34 implementation requirement.



1 Section II-506. Centralized Waste Treatment Facility Requirements

2 A Centralized Waste Treatment ~~Facilities~~Facility receive hazardous and non-hazardous materials for  
3 treatment and disposal through the local POTW and collection system.

4 a) Any new or existing Industrial User who operates a Centralized Waste Treatment Facility as described  
5 by 40 CFR 437, Subpart D (Multiple Waste stream Subcategory), shall provide an Equivalent  
6 Treatment that satisfies the requirements of 40 CFR 437.2(h), and applicable certification statement to  
7 the Control Authority when applying for a new Wastewater discharge permit, when submitting its  
8 Baseline Monitoring Report, or when re-applying for a Wastewater discharge permit. The statement  
9 shall be certified by a professional engineer registered in the State of Michigan. The statement must be  
10 provided with the Baseline Monitoring Report, or Wastewater discharge permit application or  
11 reapplication form.

12 b) Any new or existing Industrial User who operates a Centralized Waste Treatment Facility as described  
13 by 40 CFR 437, Subpart A, B or C shall provide a statement that the Centralized Waste Treatment  
14 Facility has treatment processes capable of treating the Wastewater received or collected by the  
15 Centralized Waste Treatment Facility, and necessary to meet the applicable discharge limitations. The  
16 statement shall be certified by a professional engineer registered in the State of Michigan. The statement  
17 must be provided with the Baseline Monitoring Report, or Wastewater discharge permit application or  
18 reapplication form.

19 c) AHA Centralized Waste Treatment ~~facilities~~Facility granted a permit under this section shall provide  
20 supplemental information with the periodic reports required under section II-705, that includes the  
21 volume (in gallons) of Subpart A (metal bearing wastes), Subpart B (oily wastes), and Subpart C  
22 (organic bearing wastes) received each month, held in inventory or removed off-site each month, and  
23 discharged to the sewer system each month.

24 e)d) Centralized Waste Treatment ~~Facilities~~Facility granted a permit under this section shall maintain  
25 records which, at a minimum, identify the source, volume, character, and constituents of the  
26 Wastewater accepted for treatment and disposal. These records may be reviewed at any time by the  
27 Control Authority.

28  
29 **Article VI INSPECTION & MONITORING REQUIREMENTS**

30 Section II-601. Right of Entry: Inspection and Monitoring.

31 a) The Control Authority shall have the right to enter the premises of any User to determine through  
32 inspection and monitoring, whether that User is complying with all requirements of these rules; and  
33 any Wastewater discharge permit issued hereunder. Such rights shall also permit the Control Authority  
34 to collect independent samples at the facility; and install and retrieve monitoring equipment and  
35 instrumentation. The Control Authority shall perform these activities at reasonable times, and in a



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- 1 reasonable manner.
- 2 b) Users shall allow the Control Authority, or the Control Authority's representative, ready access to all  
3 parts of the premises for the purposes of inspection, sampling, records examination and copying, and  
4 the performance of any additional duties authorized by these rules. The Control Authority may access  
5 any easement, street or other public location without notice.
- 6 c) Upon arrival at the User's premises, the Control Authority's representative shall notify and inform the  
7 User, or the User's employees, of their purpose. ~~Duly authorized employees or representatives of~~  
8 The Control ~~Authority's representative~~ shall bear proper credentials and identification, and at the User's  
9 option may be accompanied by a representative authorized by the User.
- 10 d) Where a User has security measures in force, the User shall make prompt and necessary arrangements  
11 with the security personnel so that, upon presentation of appropriate credentials, ~~personnel from the~~  
12 Control ~~Authority~~ ~~Authority's representative~~ will be permitted to enter for the purposes of performing  
13 their specific responsibilities. The Control Authority shall neither refrain from, nor be prevented or  
14 delayed from, carrying-out its inspection or sampling duties due to the unavailability of the Authorized  
15 Representative of the facility.
- 16 e) While performing work on private property, the Control Authority shall observe all reasonable safety,  
17 security and other reasonable rules applicable to the premises as established by the User.
- 18 f) Should the Control Authority require photographs of the User's facilities, the User shall be notified,  
19 provided a consent form, and provided with electronic or printed copies of any such photographs within  
20 48 hours. If requested by the User, these may be transmitted electronically.
- 21 g) Upon the request of the Control Authority, Users shall furnish access to information and records relating  
22 to discharges into the POTW. The User shall be notified, provided a consent form, and the Control  
23 Authority shall be permitted to photograph or copy such records.
- 24 h) Noncompliance with this subsection shall be addressed in accordance with the enforcement authority  
25 available through Article X of these rules.

### 26 Section II-602. Inspection, sampling and record-keeping.

- 27 a) Significant Industrial Users shall sample and analyze their discharge in accordance with the provisions  
28 of their permit. The Control Authority may require such samples to be split for the Control Authority's  
29 independent analysis.
- 30 b) Significant Industrial Users shall maintain records of all information from monitoring activities  
31 required by these rules, or by 40 CFR 403.12(o), for no less than three (3) years. This period of record  
32 retention shall be extended during the course of any unresolved litigation regarding the discharge of  
33 pollutants by the Industrial User, or the operation of the ~~GLWA's Control Authority's~~ Industrial Waste  
34 Program, or when requested by the Control Authority, by the State, or by the ~~EPA~~ EPA.
- 35 c) In the event the Control Authority obtains samples, and analyses are made of such samples, a copy of



1 the results of such analyses shall be promptly furnished upon written request by the Industrial User's  
2 Authorized Representative.

3 d) When requested by the Industrial User, the Control Authority's representative shall leave with the  
4 Industrial User, a portion of any sample of the Industrial User's discharge taken from any sampling  
5 point on or adjacent to the premises for the Industrial User's independent analysis. Users must provide  
6 their own containers for receipt of such samples. Where the sampling protocol, e.g. grab-sampling,  
7 would affect the integrity of the sample, the User may be provided with a contemporaneously collected  
8 sample.

9 e) In cases of disputes arising over shared samples, the portion taken and analyzed by the Control  
10 Authority shall be controlling unless proven invalid. The Industrial User may request a conference  
11 with the Control Authority to review and discuss the shared sample results in dispute, including  
12 pertinent supporting materials and documents. The Control Authority shall issue a written conference  
13 report following such discussion.

#### 14 Section II-603. Sampling Plans

15 a) All Significant Industrial Users shall provide a sampling plan describing the manner and form intended  
16 for representative wastewater self-monitoring. At a minimum, the plan shall include:

- 17 i. A description of the sample collection method(s) based on grab, flow-proportional composite  
18 or time-proportional composite methods;
- 19 ii. Designate applicable requirements for batch and/or continuous discharges, including the  
20 release time;
- 21 iii. If applicable, the sampler settings, such as pulse, time, sample volume; and
- 22 iv. If applicable, the flow-measurement equipment.

23 b) The sampling plan shall be submitted to the Control Authority and shall be implemented by the  
24 Significant Industrial User.

#### 25 Section II-604. Sample Collection Methods

26 a) Users shall collect representative samples of the waste and Wastewater discharges using sampling  
27 procedures described by 40 CFR 403, Appendix E.

28 Except for samples for oil and grease, temperature, pH, cyanide, total phenols, sulfides, and volatile  
29 organic compounds, wastewater samples must be collected using 24-hour flow-proportional composite  
30 sampling techniques, unless time-proportional composite sampling or grab sampling is authorized by  
31 the Control Authority. A Significant Industrial User may request the use of time-proportional composite  
32 sampling or grab sampling rather than flow-proportional composite sampling by demonstrating that the  
33 use of time-proportional composite sampling or grab sampling will provide samples representative of  
34 the SIU's discharge. The User shall provide supporting documentation including any statistical analysis  
35 submitted in support of the request.

- 36 i. The Control Authority may authorize the use of alternative sampling methods, where such

1 methods are representative of the Significant Industrial User's Discharge and shall document  
2 its decision in the SIU file.

- 3 ii. If granted by the Control Authority, the authorization shall be limited to the duration of the  
4 Wastewater discharge permit. A Significant Industrial Users shall request re-authorization of a  
5 waiver request with any permit re-application form filed with the Control Authority. The  
6 Control Authority shall review any such request *de novo*.

7 Section II-605: Sampling & Monitoring Facilities

8 a) All Significant Industrial Users, and any other Industrial User who discharge under an effective  
9 Wastewater discharge permit or other control mechanism, shall provide, operate, and maintain at their  
10 own expense a sampling and monitoring facility to enable the Control Authority to conduct such other  
11 monitoring and sampling as required for determining compliance. The sampling and monitoring facility  
12 includes but is not limited to, a manhole or special structure to facilitate monitoring, inspection,  
13 sampling, and flow measurement of the facility's discharge, if applicable.

14 b) Consistent with Section II-603(a), the Industrial User shall provide the following technical information  
15 to the Control Authority:

- 16 1) A drawing or sketch showing all sewer connections and sampling manholes by the size,  
17 location, elevation, and points or places of discharges into the POTW; and  
18 2) A flow schematic showing (i) the connections receiving each national categorical process waste  
19 streams, (ii) connections receiving other process waste streams, storm water, sanitary water or  
20 Cooling Water, and (iii) any conveying a combined waste stream; and  
21 3) A sampling plan in accordance with section II-603 above;  
22 4) Where flow-proportional composite sampling is performed on-site, information describing the  
23 Industrial User's flow monitoring instruments, including make and model number; recording  
24 devices used, including make and model number; and must include a non-resettable flow  
25 totalizer; and  
26 5) Where flow-proportional composite sampling is performed on-site, the specific criteria for  
27 sampling is described in Chapter VI of these rules shall also be followed.

28 c) In the event the Control Authority determines that the monitoring facility identified in the permit  
29 application is inadequate, or fails to include Wastewater regulated under these rules, a new monitoring  
30 facility must be identified, or provided by the Industrial User, which shall allow for collection of a  
31 representative sample of the Wastewater discharged from the facility, by serving written notice to the  
32 Industrial User.

33 d) The sampling and monitoring facility should be situated on the Industrial User's premises in a location  
34 readily accessible to the Control Authority. There shall be ample room in or near such sampling or  
35 monitoring manhole or facility to allow accurate sampling and preparation of samples for analysis. The  
36 facility and any permanently installed sampling and measuring equipment shall be maintained at all



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1 times in a safe and proper operating condition at the expense of the Industrial User.

2 e) When such a location would be impractical or cause undue hardship to the Industrial  
3 User may seek approval for the facility to construct the sampling manhole in the public streets, or  
4 sidewalk area when there is room and the location will not be obstructed by landscaping or parked  
5 vehicles. It shall be the responsibility of the Industrial User to obtain any necessary approvals which  
6 may be required from other government entities for the location and construction of monitoring  
7 facilities. Whether constructed upon public or private property, the sampling and monitoring facilities  
8 shall be provided in accordance with all applicable local construction standards and specifications.

9 d) The sampling and monitoring facility shall be properly operated, kept clean, and maintained in good  
10 working order at all times. The failure of an Industrial User to keep its monitoring facility in good  
11 working order shall be grounds for the Control Authority to issue a written finding that sample results  
12 are unrepresentative of the Industrial User's discharge.

13  
14 **Article VII WASTEWATER DISCHARGE PERMITS & OTHER CONTROL MECHANISMS**

15 Section II-701. Survey, Permit Applications and Baseline Monitoring Reports

16 a) Duty to apply. No User may discharge Wastewater, other than Domestic ~~waste~~Sewage, without  
17 receiving authorization from the Control Authority. Any new or existing User who has not obtained  
18 authorization for discharge shall comply with the following:

19 1) Any new or existing User, who does not have an effective Wastewater discharge permit but meets  
20 the definition of a Significant Industrial User after the effective date of these rules, is required to  
21 submit a complete permit application in accordance with Section II-703, to the Control Authority  
22 and obtain a Wastewater discharge permit for its discharge. The permit application must be  
23 provided by a new User at least ninety (90) days prior to the commencement of any discharge; or  
24 for an existing User (as of the effective date of these rules), within thirty (30) days of the effective  
25 date of these rules. A failure to apply is a violation of these rules.

26 2) Any new or existing Industrial User who performs an operation covered by a National ~~Categorical~~  
27 Pretreatment Standard shall file a Baseline Monitoring Report in accordance with Section II-702 to  
28 the Control Authority and obtain authorization for its discharge.

29 3) All other new or existing Users discharging Wastewater, other than Domestic ~~waste~~Sewage and  
30 Cooling Water, must file a survey application and receive authorization from the Control Authority  
31 for its discharge.

32 4) Users who have previously filed a survey, permit application, or Baseline Monitoring Report with  
33 the Detroit Water & Sewerage Department or GLWA prior to the effective date of these rules and  
34 have received an effective Wastewater Discharge Permit or Letter of Authorization, are not  
35 required to resubmit their survey, permit application, or Baseline Monitoring Report.

- 1 b) The Control Authority may require any User to complete a survey; or permit application to determine  
 2 whether the User is a Significant Industrial User; or is subject to other regulatory requirements  
 3 (described in Chapter III, IV, or VII). Users shall comply within thirty (30) days of receiving written  
 4 notice. Failure of the Control Authority to so notify a User, shall not relieve the User of its duty to  
 5 obtain a wastewater discharge permit as required by these rules.
- 6 c) Upon receipt of any survey, permit application, or Baseline Monitoring Report, the Control Authority  
 7 shall notify the User that:
- 8 1) The User is not authorized to discharge. The notice will be in writing and shall indicate what  
 9 additional information, pretreatment facilities, monitoring facilities or other requirements are  
 10 necessary for authorization;
- 11 2) The User is a Significant Industrial User and is authorized to discharge, conditioned upon issuance  
 12 of a Wastewater discharge permit or other control mechanism; ~~or~~
- 13 ~~3) The User meets the definition of a Non-significant Categorical Industrial User and the~~  
 14 ~~applicable conditions and requirements under a Wastewater Authorization letter; or~~
- 15 ~~4) \_\_\_\_\_~~ The User is not a Significant Industrial User and is authorized to discharge as a Minor User  
 16 under a Wastewater authorization letter.

17 Section II-702. Baseline Monitoring Report Requirements

- 18 a) Within one hundred eighty (180) days after the effective date of a Categorical Pretreatment Standard,  
 19 or one hundred eighty (180) days after the final administrative decision made upon a category  
 20 determination submission under Section 40 CFR 403.6(a)(4), whichever is later, existing Industrial  
 21 Users subject to such Categorical Pretreatment Standards and currently discharging into or scheduled  
 22 to discharge into the POTW, shall submit to the Control Authority, a report containing the information  
 23 listed in 40 CFR 403.12(b)(1-7).
- 24 b) At least ninety (90) days before commencement of any discharge, each new source and any existing  
 25 sources that become Industrial Users after the promulgation of an applicable Categorical Pretreatment  
 26 Standard, shall submit to the Control Authority, a report which contains the information listed in 40  
 27 CFR 403.12(b)(1-5). In such report, new sources shall include information concerning the method of  
 28 pretreatment that the source intends to use to meet applicable Categorical Pretreatment Standards. New  
 29 sources shall provide estimates of the information requested in 40 CFR 403.12(b)(4) and (5).
- 30 c) The ~~US EPA~~EPA has established regulations at 40 CFR 405 through 471, National Categorical  
 31 Pretreatment Standards applicable to specific industrial activities. The ~~GLWA~~Control Authority  
 32 adopts these by reference, as listed in Appendix A, of these rules.
- 33 1) Any Industrial User subject to a National Categorical Pretreatment Standard, or any Industrial User  
 34 who becomes subject to a new or revised National Categorical Pretreatment Standard, shall apply  
 35 for a Wastewater discharge permit within ninety (90) days after the promulgation of the applicable



1 National Categorical Pretreatment Standard, unless an earlier date is specified or required by 40  
2 CFR 403.12(b).

3 2) The Control Authority may require any Industrial User to complete a Baseline Monitoring Report  
4 to determine whether the Industrial User performs an operation described by a National Categorical  
5 Pretreatment Standard. The Industrial User shall provide information demonstrating that ~~they do it~~  
6 ~~does~~ not ~~performsperform~~ an operation described by a National Categorical Pretreatment  
7 Standard; or provide a Baseline Monitoring report within thirty (30) days of being so notified.

8 3) New Sources. Industrial Users who meet the New Sources criteria shall install, maintain in  
9 operating condition, and "startup" all Pollution control equipment required to meet applicable  
10 Categorical Pretreatment Standards and requirements before beginning to discharge. Within the  
11 shortest feasible time and not to exceed ninety (90) days, new sources must meet all applicable  
12 Categorical Pretreatment Standards.

13 Section II-703. Contents of Survey or Permit Application

14 a) In support of a survey, permit application or re-application, the User shall submit, in units and terms  
15 appropriate for evaluation, the following information:

16 1) Corporate or individual name, any assumed name(s), address, and location of the discharging  
17 facility;

18 2) Name and title of the Authorized Representative of the User who shall have the authority to bind  
19 the User financially and legally. Where the Authorized Representative is represented by an agent,  
20 the authorized representative shall also identify the agent and any applicable limitations or  
21 restrictions of their agency;

22 3) The Standard Industrial Classification codes of all processes at this location according to the  
23 Standard Industrial Classification manual, issued by the Executive Office of the President, Office  
24 of Management and Budget, 1987, or the equivalent based upon the North American Industrial  
25 Classification System (NAICS), as amended;

26 4) Actual or proposed Wastewater constituents and characteristics for each parameter listed in the  
27 permit application form. At a minimum, such parameters shall include the applicable Categorical  
28 Pretreatment Standards ~~and Requirements~~ from any applicable National Categorical Pretreatment  
29 Standard or any pollutant parameter for which there is a local Pollution discharge limitation; and  
30 any other toxic pollutants known or suspected to be present in the discharge, regulated in the  
31 previous permit, or specifically requested by the Control Authority. For each parameter, the  
32 expected or experienced maximum and average concentrations during a one (1) year period shall  
33 be provided;

34 5) For industries subject to National Categorical Pretreatment Standards ~~or requirements~~, the data  
35 requested herein shall be separately shown for each categorical process waste stream. Combined



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1 waste streams proposed to be regulated by the combined waste stream formula shall also be  
2 identified. Sampling and analysis shall be performed in accordance with procedures established by  
3 the ~~EPA~~EPA pursuant to 33 U.S.C. 1314(g) and contained in 40 CFR 136, as amended. Where  
4 40 CFR 136 does not include sampling or analytical techniques for the pollutants in question,  
5 sampling and analysis shall be performed using validated analytical methods approved by the  
6 administrator;

- 7 6) A listing and description of activities, facilities and plant processes on the premises, and the  
8 pollutants associated with each process. Those processes, which are subject to National Categorical  
9 Pretreatment Standards ~~or requirements~~, shall be so designated;
- 10 7) A listing of raw materials and chemicals which are either used in the manufacturing process or  
11 could yield pollutants requiring pretreatment prior to discharge to the ~~sewer~~Sewerage System. Any  
12 User claiming immunity from having to provide such information for reasons of national security  
13 shall furnish acceptable proof of such immunity;
- 14 8) A description of typical daily and weekly operating cycles for each process in terms of starting and  
15 ending times for each of the seven (7) days of the week;
- 16 9) Information on the average and maximum twenty-four (24) hour wastewater flow rate based on  
17 actual measurements, or estimated and the means of estimation, of (i) each process waste stream  
18 subject to a National Categorical Pretreatment Standard, (ii) each process waste stream not subject  
19 to a National Categorical Pretreatment Standard, ~~(iii) non-process waste streams including but not~~  
20 limited to Cooling Water, sanitary water, or any other Wastewater. This information shall include  
21 any applicable daily, monthly or seasonal variations for each waste stream;
- 22 10) Each combined waste stream, specifying the flow rate of regulated, unregulated and diluting waste  
23 streams;
- 24 11) A drawing showing all sewer connections and sampling manholes by the size, location, elevation  
25 and points or places of discharges into the POTW; also a flow schematic showing which  
26 connections receive each national categorical process waste stream and which connections receive  
27 Storm Water, sanitary water or Cooling Water; also show which lines handle each combined waste  
28 stream;
- 29 12) The rate of production as pertains to processes subject to production-based limits under the National  
30 Categorical Pretreatment Standards ~~or requirements~~;
- 31 13) A statement regarding whether or not the requirements of these rules and of the National  
32 Categorical Pretreatment Standards and requirements are being met on a consistent basis and, if  
33 not, what additional operation and maintenance work and/or additional construction is required for  
34 the Industrial User to meet the applicable standards and requirements. This statement shall be  
35 reviewed and signed by the Authorized Representative and, as appropriate, certified by a qualified



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1 professional;

2 14) Basic information on the program for the prevention of accidental discharges;

3 15) Proposed or actual hours of operation of each pretreatment system for each production process;

4 16) A schematic and description of each pretreatment facility which identifies whether each  
5 pretreatment facility is of the batch type or continuous process type;

6 17) The source of any intake water if other than through the GLWA and the basis for measurement;

7 18) The volume of any discharge water other than potable water obtained through any source and the  
8 basis of measurement;

9 19) If additional construction and/or operation and maintenance procedures will be required to meet  
10 the requirements of these rules and the National Categorical Pretreatment Standards, the shortest  
11 schedule by which the Industrial User will provide such additional construction and/or implement  
12 the required operation and maintenance procedures;

13 20) Identify whether the Industrial User has conducted a waste minimization assessment or audit of its  
14 operations in order to identify all feasible source reduction and recycling practices that may be  
15 employed to reduce or eliminate the generation of pollutants and other wastes at the facility; and

16 21) Any other information as may reasonably be required to prepare and process a Wastewater  
17 discharge permit.

### 18 Section II-704. Permit Issuance

19 Upon receipt of any survey, permit application, or Baseline Monitoring Report, the Control Authority shall  
20 review the information and advise the User of:

21 a) The User does not meet the definition of a Significant Industrial User and is authorized to discharge as  
22 a Minor User under a Wastewater authorization letter; or

23 b) The User meets the definition of a Significant Industrial User and is authorized to discharge under a  
24 Wastewater discharge permit or other control mechanism; or

25 ~~e) The User meets the definition of a Non-significant Categorical Industrial User or Dental~~  
26 ~~Industrial User, and is authorized to discharge under a Wastewater Discharge Permit or other~~  
27 ~~Control Mechanism; or~~

28 ~~d)~~ The User meets the definition of a Significant Industrial User and is conditionally authorized to  
29 discharge under an administrative order including schedules for additional information, pretreatment  
30 facilities, monitoring facilities or other requirements are necessary for processing a Wastewater  
31 discharge permit; or

32 ~~e)d)~~ The User is not authorized to discharge. The Control Authority may withhold issuance of a permit to a  
33 Significant Industrial User, which has not submitted an adequate or timely report, or permit application,  
34 to the control authority in accordance with the reporting requirements of 40 CFR 403.12, or whose  
35 discharge is in violation of these rules. The failure of the Industrial User to cease discharging following

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notification shall be considered a violation of these rules.

(e) Procedure for Permit Issuance. Only one (1) facility location shall be included in each permit. If the Control Authority determines that the User meets the definition of a Significant Industrial User, is required to have a Wastewater discharge permit, and has evaluated and accepted the data furnished, the Significant Industrial User will be notified by U.S. mail, using certified mail.

1) Draft Wastewater Discharge Permit. The notification shall contain a copy of the draft permit, so marked, for review. A Significant Industrial User has thirty (30) days from the date of mailing to file comments and/or a response to the draft permit. The Control Authority will evaluate the comments and response to the draft permit and consider them for inclusion in a final Wastewater discharge permit.

2) Final Wastewater Discharge Permit. Following expiration of the thirty (30) day comment period, or consideration of any comments or responses made, the Control Authority shall prepare a Final Wastewater discharge permit. The Final Wastewater discharge permit will be transmitted by U.S. Mail. The Significant Industrial User has twenty (20) days from the date of mailing to file a request for reconsideration and/or appeal hearing in accordance with Chapter VIII. During the appeal process, the SIU will comply with all uncontested terms or conditions which shall be in full force and effect. Upon disposition of any contested terms or conditions, the Wastewater discharge permit shall be issued as final.

### Section II-705. Types and Contents of Wastewater Discharge Permits

a) The Control Authority shall develop Wastewater discharge permit formats meeting the needs of Significant Industrial Users as well as the special Wastewater sources discharging to the sewerSewerage System. Such formats include, but are not limited to, general permits for multiple location facilities, special discharge permits, and unloading permits for hauled-in wastes and Wastewater.

b) Every Wastewater discharge permit shall contain all requirements of 40 CFR 403.8(f)(1)(iii) and shall be deemed to incorporate all provisions of these rules, other applicable laws, rules, regulations, and charges and fees established by the GLWA Control Authority without repetition therein.

c) A Wastewater discharge permit may also contain the following:

1) The Wastewater discharge permit shall specify the wastes and Wastewaters which the Control Authority authorizes an Industrial User to discharge to the GLWA's sewerSewerage System; and identify any wastes or Wastewater for which the request to discharge is denied; and the wastes and Wastewater requiring imposition of special conditions in order to comply with the permit.

2) Limits on the average and maximum Wastewater constituents or characteristics which are equivalent, more restrictive than, or supplemental to the numeric limits enumerated in these rules, or the applicable National Categorical Pretreatment Standards;



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- 1 i. Limits on average, and/or maximum rate and time of discharge or requirements for flow  
2 regulation and equalization;
- 3 ii. Limits on the average volume, and/or maximum volume of Wastewater that is authorized  
4 for discharge. The ratio of average to maximum volume shall not exceed three (3), except  
5 where seasonal variations of the average and/or maximum volume are noted in the permit;
- 6 iii. Requirements for installation, operation, and maintenance of discharge sampling  
7 manholes and monitoring facilities by the Significant Industrial User;
- 8 iv. Restrictions on which of the Significant Industrial User's discharge waste streams are to  
9 be allowed to be discharged at each point of connection to the POTW;
- 10 v. Specifications for Significant Industrial User monitoring programs which may include  
11 sampling locations, frequency and type of sampling, number, types and standards for tests  
12 and reporting schedules;
- 13 vi. Requirements for the prevention of accidental discharges and the containment of spills or  
14 Slug discharges;
- 15 vii. Restrictions based on the information furnished in the application;
- 16 viii. Additional reporting requirements:
  - 17 a. All permittees shall submit a report on the form prescribed by the Control Authority,  
18 or on an alternative form approved by the Control Authority, indicating the status of  
19 compliance with all conditions enumerated or referred to in the Wastewater discharge  
20 permit, or made applicable to the permit by these rules. Unless required more  
21 frequently, the reports shall be submitted on a periodic basis (generally six months),  
22 on a schedule to be established by the Control Authority. Analytical data generated  
23 by the Control Authority shall not be submitted in lieu of the facility's own self-  
24 monitoring data as required by the Wastewater discharge permit.
  - 25 b. The report shall show the concentration of each substance for which there is a specific  
26 limitation in the permit. The report will include all calculations necessary to  
27 demonstrate compliance with any 4-day, 30-day or monthly average, or mass  
28 limitation that may be included in the permit.
  - 29 c. Permittees subject to National Categorical Pretreatment Standards ~~or~~  
30 ~~requirements~~ shall submit compliance reports at the times and intervals specified  
31 by federal regulations and by the Control Authority. A compliance report shall be  
32 submitted to the Control Authority no later than ninety (90) days following the  
33 final compliance date for a National Categorical Pretreatment Standard, or in the  
34 case of a New Source, no later than ninety (90) days, following commencement of  
35 the introduction of wastewater into the POTW, and in accordance with 40 CFR  
36 403.12(d).

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1 A ninety (90) day report shall also be provided where the facility's treatment  
2 system(s) are upgraded, modified or replaced so as to demonstrate compliance with  
3 applicable limitations.

- 4 d. A report on continued compliance shall be submitted at six-month intervals  
5 thereafter on the schedule established by the Control Authority and incorporated  
6 into the Significant Industrial User's discharge permit. The reports shall be either  
7 on a form prescribed by the Control Authority or on an alternative form approved  
8 by the Control Authority, and shall indicate the nature and concentration of all  
9 pollutants in the discharge from each regulated process which are limited by  
10 National Categorical Pretreatment Standards, or which there is a specific limitation  
11 in the permit, or which may be identified by the Control Authority. The report shall  
12 include a record of measured or estimated average and maximum daily flows for  
13 the reporting period for the discharges regulated by the permit. The combined  
14 waste stream formula may be used for reporting purposes after the initial  
15 information has been furnished to the Control Authority, provided there have been  
16 no changes to the elements composing the combined waste stream.
- 17 e. Reports shall contain the results of representative sampling performed during the  
18 period covered by the report and of the discharge and analysis of pollutants  
19 contained therein, and, for Significant Industrial Users subject to production based  
20 standards, shall be cross-referenced to the related flow or production and mass as  
21 required to determine compliance with the applicable pretreatment standards. The  
22 frequency of monitoring shall be as prescribed in the applicable general  
23 pretreatment regulations, being 40 CFR 403, or by the Control Authority, but no  
24 less than is necessary to assess and assure compliance by the Significant Industrial  
25 User with the most stringent applicable pretreatment standards and requirements.  
26 All sampling and analysis shall be performed in accordance with applicable  
27 regulations contained in 40 CFR 136 and amendments thereto. Where 40 CFR 136  
28 does not include sampling or analytical techniques for the pollutants in question,  
29 sampling and analysis shall be performed using validated analytical methods  
30 approved by the Administrator.
- 31 f. If any Significant Industrial User monitors any pollutant more frequently than  
32 required by the Control Authority, collects the sample(s) at monitoring locations  
33 specified in the wastewater discharge permit, and analyzes such samples using  
34 approved analytical procedures, the results of this monitoring shall be included in  
35 such report.
- 36 g. The report shall state whether the applicable pretreatment standards are being met



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1 on a consistent basis and, if not, what additional operation and maintenance  
2 practices and/or pretreatment system improvements or changes are necessary to  
3 bring the Significant Industrial User into compliance with the applicable  
4 pretreatment standards.

5 h. All Significant Industrial Users shall include the following certification statement  
6 with the periodic (six-month) report: *"I certify under penalty of law that this*  
7 *document and all attachments were prepared under my direction, or supervision,*  
8 *in accordance with a system designed to assure that qualified personnel properly*  
9 *gather and evaluate the information submitted. Based on my inquiry of the person*  
10 *or persons who manage the system, or those persons directly responsible for*  
11 *gathering the information, the information submitted is, to the best of my*  
12 *knowledge and belief, true, accurate and complete. I am aware that there are*  
13 *significant penalties for submitting false information, including the possibility of a*  
14 *fine and/or imprisonment for knowing violations."* Said certification shall be  
15 signed by the facility's Authorized Representative. If an authorization is no longer  
16 accurate because a different individual or position has responsibility for the overall  
17 operation of the facility, or overall responsibility for environmental matters for the  
18 company, a new authorization satisfying the requirements of the Authorized  
19 Representative must be submitted to the Control Authority prior to, or together  
20 with, any reports to be signed by an Authorized Representative.

21 i. If sampling performed by a permittee indicates a violation, the Significant  
22 Industrial User shall notify the Control Authority within twenty-four (24) hours of  
23 the time said Significant Industrial User knows, or should have known, of the  
24 violation. In addition, the Significant Industrial User shall repeat the sampling and  
25 analysis, and submit the results of the repeat analysis to the Control Authority  
26 within thirty (30) days after said Industrial User becomes, or should have become,  
27 aware of the violation in accordance with ~~their~~its Wastewater discharge permit.

28 d) In the event the Control Authority determines that any Significant Industrial User is discharging  
29 substances in quality, quantity or at locations which may cause problems to the POTW, or the receiving  
30 stream, the Control Authority has the authority to develop and enforce effluent limits applicable to the  
31 Significant Industrial User. To the extent the Control Authority seeks to impose restrictions in a permit  
32 which are more restrictive than established in these rules, the Control Authority shall provide written  
33 documentation to explain its rational basis for the greater restriction, or protection against pass through,  
34 interference, or violation of the NPDES permit, to the Significant Industrial User;

35 e) Requirement for pollution prevention plan initiatives or Best Management Practice Plans; and

36 f) Other requirements reasonably necessary to ensure compliance with these rules.

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1 Section II-706. Permit Duration, Notification of Changed Conditions, Modification and Transfer

2 a) Permit duration. Any permit issued by the Control Authority shall be issued for a specified time period,  
3 but in no case shall a permit have a term greater than five (5) years. The effective date and the expiration  
4 date shall be included in every permit issued by the Control Authority.

5 b) Notification of Changed Conditions. It is the duty of each Significant Industrial User to promptly notify  
6 the Control Authority of (i) material or substantial changes to its facility or operation, (ii) substantial  
7 change in the volume of Wastewater discharged, or (iii) changes in the characteristics of its effluent,  
8 including the listed or characteristic Hazardous Wastes for which initial notification under 40 CFR  
9 403.12(p) has been made. The Significant Industrial User shall notify the Control Authority by filing a  
10 completed permit application form at least thirty (30) calendar days prior to the change identifying the  
11 changes and including supporting documentation. The Control Authority will evaluate the permit  
12 application in accordance with sub-paragraph (d) below. The failure of the Significant Industrial User  
13 to so apply shall be considered a violation of these rules.

14 c) Finding of Changed Conditions. Where the Control Authority finds or discovers (i) material or  
15 substantial changes to a Significant Industrial User's facility or operation, (ii) substantial change in the  
16 volume of Wastewater discharged, or (iii) changes in the characteristics of its effluent, including the  
17 listed or characteristic Hazardous Wastes for which initial notification under 40 CFR 403.12(p), it shall  
18 require the Significant Industrial User to provide a permit application and supporting documentation  
19 within 30 days. The Control Authority will evaluate the permit application in accordance with sub-  
20 paragraph (d) below. The failure of the Significant Industrial User to so apply shall be considered a  
21 violation of these rules.

22 d) Permit modification. The terms and conditions of the permit may be subject to modification and  
23 amendment by the Control Authority during the term of the permit. The modification may be based  
24 upon information provided by the Significant Industrial User or discovered by the Control Authority,  
25 which includes:

26 1) A permit application provided in accordance with Section II-706. Sub-paragraph b or c;

27 2) Changes in the monitoring location or method of sampling;

28 3) Typographical errors or omissions discovered in permits;

29 4) Amendments or changes to the limitations or pretreatment standards and requirements identified in  
30 Section II-204;

31 5) Material or substantial changes to a Significant Industrial User's facility or operation, or changes  
32 in the characteristics of its effluent.

33 6) A Significant Industrial User's noncompliance with portions of an existing permit;

34 7) A finding of interference or pass through attributable to the Significant Industrial User;

35 8) A change of conditions within the POTW;

36 9) Embodiment of the provisions of a legal settlement or of a court order;

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1 10) Change(s) in the Control Authority's NPDES permit;

2 11) Any changes necessary to fulfill the Control Authority's role ~~as control authority under federal or~~  
3 ~~state law;~~

4 12) Amendments to, or promulgation of, national categorical pretreatment standards or requirements  
5 including 40 CFR 403 and those delineated in Appendix A of these rules.

6 e) Permit modification Procedure. The Control Authority shall inform the Significant Industrial User of  
7 any proposed change in its permit. The Control Authority will issue a draft permit using certified mail  
8 and provide the Significant Industrial User thirty (30) days to file a response to the draft modified  
9 permit. Thereafter, the Control Authority will issue a final permit and, unless appealed, the permit will  
10 become effective twenty (20) days after issuance.

11 f) Permit custody and transfer. Wastewater discharge permits are issued to a specific person as defined  
12 herein for a specific discharge. A Wastewater discharge permit shall not be reassigned or transferred or  
13 sold to a different person, new owner, new Significant Industrial User, different premises, or a new or  
14 changed operation without notice to and written approval of the Control Authority and providing a copy  
15 of the existing permit to the new owner or operator. It shall be the permit holder's duty to notify the  
16 Control Authority of any such change at least thirty (30) days before the date of the change. Wastewater  
17 discharge permits, which do not receive the written approval of the Control Authority prior to the  
18 change, shall be null and void regardless of reassignment, or transfer, or sale. If it determines that an  
19 unreported change has occurred, the Control Authority may revoke a permit. If a change takes place,  
20 the Control Authority may require the application for a new or modified permit. Any succeeding person  
21 shall comply with the terms and conditions of any existing permit which the Control Authority allows  
22 to be retained.

23 Section II-707. Permit Re-application.

24 A Significant Industrial Users whose Wastewater discharge permit is expiring apply for reissuance of the  
25 permit by submitting a complete permit re-application form a minimum of ninety (90) days prior to the  
26 expiration date of its existing permit. The permit re-application form shall include all information specified  
27 in Section II-703, which includes, but is not limited to, updates and re-certification of the spill or Slug  
28 control plans, updates to the 40 CFR 403.12(p) Hazardous Waste notifications, and for a Centralized Waste  
29 Treatment ~~Facilities~~Facility, the current equivalent treatment study or treatment statement in accordance  
30 with Section II-506. The evaluation and review of a permit re-application by the Control Authority will be  
31 *de novo*, and in accordance with Section II-705.

32 a) Where a Significant Industrial Users has submitted a complete and timely re-application form, the  
33 existing permit shall be automatically extended until a permit is issued as final by the Control Authority.

34 b) Where a Significant Industrial Users has not submitted a complete or timely re-application form, the  
35 Control Authority may issue an administrative order authorizing the discharge for a period not to exceed  
36 six (6) months.



- 1 c) Where a Significant Industrial Users fails to submit a permit re-application, or submits the re-  
2 application after the permit expiration date, the Wastewater discharge permit will be expired as of the  
3 date specified in the permit. The failure of the Significant Industrial Users to so apply shall be  
4 considered a violation of these rules.

5  
6 **Article VIII SIGNIFICANT INDUSTRIAL USER REQUESTS**

7 Section II-801. Waiver of Sampling Requirements: Periodic Compliance Reporting Frequency

8 ~~a) Significant Industrial Users may request a waiver from the Control Authority to forego~~  
9 ~~sampling, or the frequency for sampling, of a pollutant included in a Wastewater Discharge~~  
10 ~~Permit. The Control Authority shall approve and authorize the request if the Significant~~  
11 ~~Industrial Users has demonstrated through sampling, and other technical factors, that the~~  
12 ~~pollutant is neither present nor expected to be present in the Discharge, or is present only at~~  
13 ~~background levels from intake water and without any increase in the pollutant due to activities~~  
14 ~~of the Significant Industrial Users. Where the pollutant(s) are based upon a categorical~~  
15 ~~Pretreatment Standard(s), the Significant Industrial Users shall comply with all requirements~~  
16 ~~of 40 CFR 403.12(e)(2), in addition to those established by the Control Authority.~~

17 ~~b) Any authorization of a sampling waiver request shall not be effective until the Wastewater~~  
18 ~~Discharge Permit has been modified, revised or reissued. Such authorization is subject to the~~  
19 ~~following conditions:~~

20 ~~1) The waiver may be authorized where a pollutant is determined to be present solely due to~~  
21 ~~sanitary wastewater discharged from the facility provided that the sanitary wastewater is~~  
22 ~~not regulated by an applicable categorical standard and otherwise includes no process~~  
23 ~~wastewater.~~

24 ~~2) Monitoring waivers are only valid for the term of the individual wastewater discharge~~  
25 ~~permit, but in no case longer than five (5) years. The Significant Industrial User must~~  
26 ~~submit a new request for the waiver before the waiver can be granted for each subsequent~~  
27 ~~individual wastewater discharge permit.~~

28 ~~3) In making a demonstration that a pollutant is not present, the Significant Industrial Users~~  
29 ~~must provide data from at least one sampling of the facility's process wastewater prior to~~  
30 ~~any treatment present at the facility and that is representative of all wastewater from all~~  
31 ~~processes.~~

32 ~~4) The request for a monitoring waiver must be signed by the Authorized Representative, and~~  
33 ~~include the certification statement in 40 CFR 403.6(a)(2)(ii).~~



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- ~~5) Non-detectable sample results may be used only as a demonstration that a pollutant is not present if the EPA approved method from 40 CFR 136 with the lowest minimum detection level for that pollutant was used in the analysis.~~
- ~~6) Any grant of the monitoring waiver by the Control Authority must be included as a condition in the Significant Industrial User's permit. The reasons supporting the waiver and any information submitted by the Significant Industrial User in its request for the waiver must be maintained by the Control Authority for three (3) years after expiration of the waiver.~~
- ~~7) Upon approval of the monitoring waiver and revision of the permit by the Control Authority, the Significant Industrial User must certify on each periodic report, that there has been no increase in the pollutant in its waste stream due to activities of the Significant Industrial User.~~
- ~~8) In the event that the Control Authority finds a waived pollutant is present or is expected to be present because of changes that occur in the Significant Industrial User's operations, the Significant Industrial User shall be notified in writing and comply with the monitoring requirements, including increase in monitoring frequency imposed by the Control Authority.~~
- ~~9) This provision does not supersede certification processes and requirements established in Categorical Pretreatment Standards, except as otherwise specified in the Categorical Pretreatment Standard.~~

### Section II-802: Periodic Compliance Reporting Frequency

- ~~a) Significant Industrial Users may request modification of the Periodic Compliance Report to no less frequently than once a year, under the following conditions:
  - ~~1) The total wastewater discharge from the Significant Industrial User does not exceed five thousand (5,000) gallons per day;~~
  - ~~2) The contribution of all wastewater pollutants is less than 0.01 times the maximum allowable headworks loading for the GLWA wastewater treatment plant.~~
  - ~~3) The Significant Industrial User has not been in Significant Noncompliance in the last two (2) years.~~~~
- b)a) Significant Industrial Users may request modification and an offset of the time period included in their periodic compliance report. Example, where a Significant Industrial User is required to submit data on the discharge for a six-month period of January through June, or July through December, the Significant Industrial User may request an offset period of December through May and June through November.



1 ~~e)b)~~ The Control Authority may authorize the modifications requested by the Significant Industrial User as  
2 long as it does not violate any federal or state requirement, or court order. When authorized, the  
3 Wastewater discharge permit or permit addendum shall be issued by the Control Authority.

4 Section II-~~803~~802. Electronic Reporting

5 The Control Authority may choose to receive electronic documents and notices described in these rules,  
6 upon satisfaction of the electronic reporting requirements of 40 CFR 3. The Control Authority will notify  
7 Users if electronic (digital) documents can be accepted in accordance with 40 CFR 3, and the specific  
8 requirements for submission of such documents. Users that send electronic (digital) documents must satisfy  
9 the specific requirements of the Control Authority.

10  
11 **Article IX. PUBLIC INFORMATION AND CONFIDENTIAL INFORMATION**

12 Section II-901. Public information

- 13 a) All information and data on any User obtained from a User or created by the Control Authority, from  
14 any written reports, questionnaires, permit applications, permits and monitoring programs, and from  
15 inspections, or any other sources shall be available to the public or other governmental agencies without  
16 restriction unless the User specifically requests and is able to demonstrate that the release of such  
17 information would divulge information, processes, or methods of production entitled to protection as  
18 confidential information under State law.
- 19 b) Any person may request the above information in accordance with the written procedures and  
20 guidelines of the GLWA Control Authority found at [www.glwater.org](http://www.glwater.org).

21 Section II-902. Confidential information

- 22 a) A User claiming a submission contains confidential information must assert such claim at the time of  
23 submission of the information or data; and demonstrate that such information should be held  
24 confidential or disclosure would pose a risk to trade secrets or secret processes and mark the information  
25 and documentation accordingly. The GLWA's Control Authority's Office of General Counsel shall  
26 determine whether the information requested is to be treated as confidential information and provide  
27 their decision in writing.
- 28 b) Where the User has demonstrated that confidential information is present in the submission, those  
29 portions of the report shall not be made available for inspection by the public, but shall be made  
30 available immediately upon request to governmental agencies for uses related to the NPDES program  
31 or pretreatment program, and in enforcement proceedings involving the person furnishing the report.
- 32 c) Wastewater constituents and characteristics and other effluent data, as defined at 40 CFR 2.302, shall  
33 not be recognized as confidential information and shall be available to the public without restriction.
- 34 d) A User may appeal the decision of the GLWA's Control Authority's Office of General Counsel in  
35 accordance with ~~Section 8 of the~~ Michigan Freedom of Information Act ~~Policy adopted by the~~

1 ~~Board.~~

2

3 **Article X ENFORCEMENT**

4 Section II-1001. Enforcement Response Guide

5 The ~~GLWA~~Control Authority has developed an enforcement response guide to include a range of  
6 enforcement responses available to the ~~GLWA~~Control Authority to effectively enforce the terms and  
7 conditions of its rules. The Control Authority shall implement the industrial pretreatment program and  
8 enforce these rules in accordance with the enforcement response guide approved by the ~~MDEQ~~EGLLE.

9 The Control Authority, using information provided by a User or independently collected by ~~authorized~~  
10 ~~personnel of the GLWA~~the Control Authority's representative, shall identify any User violating these  
11 rules and initiate the remedies enumerated in the enforcement response guide to abate the violation and/or  
12 restore the User to a compliant condition through administrative and judicial enforcement remedies  
13 authorized by these rules.

14 Section II-1002. Test of Good Faith Effort

15 The Control Authority may consider the good faith of a User as a factor in determining the enforcement  
16 response(s) to invoke to an incident of noncompliance. The good faith of a User may be established by  
17 considering the cooperation and efforts made by a User in achieving and maintaining compliance with these  
18 rules; and in the promptness with which a User responds to resolution of an incident of noncompliance. If  
19 the User appears to be acting in good faith to comply with the rules, the Control Authority may choose an  
20 enforcement action on a more conciliatory level than if the User does not appear to be acting in good faith  
21 to comply with the rules.

22 Section II-1003. Violations

23 a) Violations shall include any act or conduct by a User that includes:

24 1) The failure of a User to provide a permit application, Baseline Monitoring Report or other  
25 application form for any discharge of Wastewater to the ~~sewer~~Sewerage System prior to the  
26 commencement of discharge, whether from a new or existing source;

27 2) The failure of a User to completely and/or accurately report the Wastewater constituents and/or  
28 characteristics of the User's discharge;

29 3) The failure to report significant changes in the User's operations or Wastewater constituents and/or  
30 characteristics within the time frames provided in Section II-706 (b) of these rules;

31 4) The failure or refusal to grant reasonable access to the User's premises, waste discharge, or sample  
32 location for the purpose of inspection or monitoring;

33 5) Restricting, locking out or preventing, directly or indirectly, access to any monitoring facilities  
34 constructed on public or private property. The locking or securing of the monitoring facility shall  
35 not constitute a violation pursuant to this subsection, provided, that upon request, reasonable access



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- to the facility is promptly provided to the Control Authority representatives;
- 6) Restricting, interfering, tampering with, or rendering inaccurate any of the Control Authority's monitoring devices including, but not limited to, samplers;
- 7) Failing to obtain a Wastewater discharge permit prior to discharging Wastewater to the POTW;
- 8) Failing to comply with any condition or requirement of the User's Wastewater discharge permit, or other control mechanism;
- 9) Failing to provide notification of any self-monitoring violation, accidental release, or other notice required under these rules;
- 10) Failing to comply with any limitation, prohibition, or requirement of these rules, or order issued hereunder. Users acting in full compliance with wastewater discharge permits issued prior to the effective date of these rules shall be deemed to be in compliance with the requirements of these rules, and such permits shall remain in effect and be enforceable under these rules until a superseding permit is effective.
- 11) Users shall comply with applicable National Categorical Pretreatment Standards—and requirements on the date specified in the Federal Regulations regardless of compliance schedules.

Section II-1004. Administrative Enforcement Actions

The Control Authority shall initiate the appropriate administrative enforcement action, except in the case of an emergency or a flagrant violation, in order to compel the User to eliminate or to remedy such violation as soon as possible. These administrative enforcement actions include:

- a) Notice of Violation - The Control Authority shall take care to enforce these rules and use reasonable efforts of on-site inspections, records review and independent authority monitoring, to identify violations of the rules. Except in the case of an actual or threatened discharge as specified in subparagraph (g) of this section, whenever the Control Authority has reason to believe that any User has violated or is violating these rules, whether as an individual event or pattern, the Control Authority shall serve a written notice upon such User, stating the nature of the violation including its date, time and place, and the action and/or response required from the User.
- b) Issuance of Citation of Violation – The Control Authority is authorized to enforce these rules and issue a citation ticket to any person or User who is reasonably believed to have violated these rules. The following fines are authorized for inclusion with the citation:

Violation Type	Criteria	Event	Within a Calendar Year (per violation)	
			First Violation	Succeeding Violation
Reporting Violation	>45 days after specified due date	Any occurrence	\$ 250.00	\$ 500.00



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Notification Violation	>24 hrs beyond specified time	Any occurrence	\$ 100.00	\$ 250.00
Effluent Violation	Pollutant parameter exceeds applicable TRC (See Article XII)	Daily Maximum	\$ 100.00	\$ 250.00
Effluent Violation	Pollutant parameter exceeds applicable TRC (See Article XII)	Monthly Average	\$ 250.00	\$ 500.00
Effluent Violation	Pollutant parameter exceeds applicable chronic criteria (See Article XII)	Daily Maximum	\$ 250.00	\$ 500.00
Effluent Violation	Pollutant parameter exceeds applicable chronic criteria (See Article XII)	Monthly Average	\$ 500.00	\$ 1,000.00
Effluent Violation	Stipulated penalty as part of administrative enforcement	Daily Maximum	\$ 250.00	\$ 500.00
Effluent Violation	Stipulated penalty as part of administrative enforcement	Monthly Average	\$ 500.00	\$ 1,000.00

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The Citation shall be in writing and shall specify the date, time and violation alleged, signed by the Control Authority and be served on the Authorized Representative in person or by certified mail. The User may appeal any written citation under the reconsideration and appeal procedures of these rules.

c) Conferences - The Control Authority may order any person, who violates these rules, to attend a conference wherein the Control Authority may endeavor to establish a program wherein the User agrees to eliminate or remedy the violation pursuant to an enforceable compliance schedule. Any notice of violation ordering attendance to a conference, shall be served at least ten (10) days before the scheduled conference and shall set forth the date, time, and place thereof. The conference shall be conducted by the Control Authority or their designated representative. The User may present a plan and schedule for achieving compliance with these rules. Nothing contained herein shall require the Control Authority to accept or agree to any proposed plan or schedule, or to prevent the Control Authority from proceeding with a show cause hearing as set forth in subsection (4) of this section. If the attendees agree upon a compliance schedule, the User and the Control Authority may enter, by consent, into a compliance agreement or an administrative order setting forth the terms of such agreement. A User must exhibit good faith and expeditious efforts to comply with these rules and any procedures, requirements, and agreements hereunder.

d) Compliance schedules - The User and the Control Authority may agree upon a schedule which sets forth the terms and conditions, and time periods or schedules for completion of actions to remedy or to eliminate the causes of violation. These schedules may be developed as part of a conference compliance agreement, or administrative consent order. Schedules developed under this subsection shall adhere to

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1 the following conditions:

2 1) The schedule shall contain increments of progress in the form of dates for the commencement and  
3 completion of major events leading to the construction and operation of upgraded or additional  
4 pretreatment facilities, or to the implementation of additional operation and maintenance  
5 procedures required for the User to meet the applicable pretreatment requirements and standards  
6 including, but not limited to, hiring an engineer, completing preliminary plans, completing final  
7 plans, executing contracts for major components, commencing construction, and completing  
8 construction;

9 2) No single increment referred to in subsection (1) of this section shall exceed nine (9) months;

10 3) Not later than fourteen (14) days following each date in the schedule and the final date for  
11 compliance, the User shall submit a progress report to the Control Authority including, at a  
12 minimum, whether it has complied with the increment of progress to be met on such date and, if  
13 not, the date which it expects to comply with this increment of progress, the reason(s) for delay,  
14 and the steps being taken by the User to return to the established schedule; and

15 4) Any deviation from the compliance schedule may result in the User being found in violation of  
16 these rules or being recommended for an escalated enforcement action.

17 e) Administrative orders - The Control Authority may order any User, who violates or continues to violate  
18 these rules or duly issued permit, to install and to properly operate devices, treatment facilities, or other  
19 related appurtenances. In addition, orders may contain such other requirements as might reasonably be  
20 necessary and appropriate to address the violation including the installation of pretreatment technology,  
21 additional self-monitoring and management practices, implementation of a waste minimization  
22 assessment to identify and implement feasible source reduction, and recycling practices to reduce the  
23 generation or release of pollutants at the facility. An order may be either an administrative consent  
24 order, which is the result of an agreement, or a unilateral administrative order.

25 f) Show cause hearing - Where a conference, compliance agreement or administrative order has not been  
26 effective in remedying the violation(s), or are deemed an inadequate response to an actual or threatened  
27 discharge to the POTW, the Control Authority may order any User who violates these rules or allows  
28 such violation to occur, to show cause why a proposed enforcement action should not be taken.

29 A notice shall be served upon the User specifying the time and place of a hearing regarding the  
30 violation, and the reason(s) why the show cause action and proposed enforcement action is being taken.  
31 The notice of the hearing shall be served personally, or by, registered or certified mail with return  
32 receipt requested, at least ten (10) days before the hearing. Service shall be made upon the Authorized  
33 Representative, or to its agent.

34 1) Hearing proceeding. The hearing shall be conducted by the Control Authority's Chief Compliance  
35 Officer or ~~their~~his/her designee, who shall serve as hearing officer and conduct the show cause  
36 hearing and take the evidence, and may:

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- 1           i) Issue notices of hearing requesting the attendance and testimony of witnesses and the  
2           production of evidence relevant to any matter involved in such hearing.
- 3           ii) Prepare a report of the evidence and hearing, including transcripts and other evidence.
- 4           iii) Transcript. At any show cause hearing held pursuant to these rules, testimony shall be  
5           recorded by a court reporter.
- 6       2) Actions. After a show cause hearing has been conducted, the hearings officer shall issue an order  
7       directing any of the following actions:
- 8           i) A finding that the User has demonstrated by a preponderance of the evidence that the  
9           violation(s) contained within the show cause notice did not occur;
- 10          ii) A finding that the User has failed to demonstrate by a preponderance of the evidence that  
11          the violation(s) contained within the show cause notice did not occur, and that the following  
12          additional actions are required;
- 13          iii) Immediate compliance with the User's Wastewater discharge permit and/or control  
14          mechanism; or with any applicable limitation, condition, restriction or requirement of these  
15          rules, or applicable local, state or federal law or regulation;
- 16          iv) Pretreatment of wastes and Wastewater by installation of adequate treatment equipment,  
17          monitoring facilities, or proper operation and maintenance of existing treatment equipment  
18          be accomplished within a specified time period;
- 19          v) Submission of periodic reports on effluent quality and quantity determined by self-  
20          monitoring analysis throughout the final period set by a compliance date;
- 21          vi) Control of discharge quantities or volumes;
- 22          vii) Payment of costs for reasonable and necessary inspection, monitoring, and administration  
23          of the User's activities by the Control Authority during compliance efforts; and/or
- 24          viii) Any such other orders as are appropriate including, but not limited to, immediate  
25          termination of sewer or wastewater treatment services, revocation of a wastewater  
26          discharge permit, or orders directing that following a specified time period sewer or  
27          Wastewater treatment service will be discontinued unless adequate treatment facilities,  
28          devices, or operation and maintenance practices have been employed;
- 29          ix) The User may appeal the decision of the hearing officer in accordance with Chapter VIII.
- 30       g) Emergency suspensions and orders - The Control Authority may order suspension of the sewer or  
31       Wastewater treatment service and/or a wastewater discharge permit where, in its opinion, such  
32       suspension is necessary to stop any actual or threatened discharge which presents or may present an  
33       imminent or significant hazard to the health or welfare of persons or to the environment, interferes or  
34       may interfere with the POTW, or causes or may cause the GLWA Control Authority to violate any  
35       condition of its NPDES permit. Any person notified of a suspension of the sewer or wastewater  
36       treatment service and/or the wastewater discharge permit shall immediately stop or eliminate the

1 contribution.

- 2 1) In the event the Control Authority provides verbal notification under this section, written  
3 confirmation providing a detailed written statement from the Control Authority and the basis  
4 of its findings in support of its order to suspend contributions by the User, within twenty-four  
5 (24) hours of such action, and include the specific recourse available to the User. In any event,  
6 the written confirmation order shall provide the User with an opportunity for a hearing before  
7 the Control Authority, or ~~their~~its designated representative, within ten (10) days of such action.  
8 The User shall submit a detailed written statement at the hearing describing the causes of the  
9 harmful contribution and the measures taken to prevent any future occurrence, or, if the hearing  
10 has been waived, a report describing the causes of the harmful contribution and the measures  
11 taken to prevent any future occurrence shall be provided to the Control Authority within fifteen  
12 (15) days of the written confirmation order. Upon proof of elimination of the noncomplying  
13 discharge, the Control Authority shall reinstate the Wastewater discharge permit and/or the  
14 sewer or Wastewater treatment service.
- 15 2) In the event of a failure of the person to comply voluntarily with any suspension or revocation  
16 order, the Control Authority shall take such judicial enforcement actions as deemed necessary,  
17 including immediate severance of the sewer connection or services, to prevent or minimize  
18 damage to the POTW system or danger to any individual or the environment.
- 19 3) Where the Control Authority has issued a show cause order, or hearing decision in paragraph  
20 (g)(~~1~~) above, calling for the suspension of the sewer or Wastewater treatment service and/or a  
21 wastewater discharge permit, and where the Control Authority has not reinstated the  
22 wastewater discharge permit and/or the sewer or wastewater treatment service, the User may  
23 exercise the appeal provision in Chapter VIII. The Show Cause order and the hearing transcript  
24 and report shall substitute for the Reconsideration statement requirement of Chapter VIII of  
25 these rules.

26 Section II-1005. Judicial Enforcement Actions

27 Where administrative enforcement actions have been unable to eliminate or to remedy the violation(s) or  
28 where in the case of emergency or flagrant violation, the Control Authority determines that the enforcement  
29 action should be escalated to compel the User to eliminate or to remedy such violation as soon as possible,  
30 the following judicial enforcement actions are authorized:

- 31 a) Civil action: Whenever the Control Authority has reasonable grounds to believe that a User is violating,  
32 or has violated, a provision of its wastewater discharge permit, a pretreatment standard or requirement  
33 or any requirement of these rules, including the failure to pay any fee, fine, charge or surcharge imposed  
34 hereby, the Control Authority may commence a civil action to compel compliance in a court of  
35 competent jurisdiction to enjoin the User from discharging, and/or to obtain appropriate legal and/or  
36 equitable relief to remedy the violations and impose the fees, fines, charges and surcharges requested.



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1 The commencement of a suit neither constitutes an exclusive election of remedies nor prohibits the  
2 Control Authority from commencing action in federal court for discharges believed to be in violation  
3 of these rules, state and federal requirements contained in the Clean Water Act, the NPDES permit, or  
4 other applicable laws or requirements. In addition, the Control Authority may recover the reasonable  
5 attorney fees, court costs, court reporters' fees, and other unusual expenses related to enforcement  
6 activities or litigation against the person found to have violated these rules, or the orders, rules,  
7 regulations and permits issued hereunder.

8 b) Criminal action:

9 1) Any User, who knowingly ~~make~~makes any false statement, representation of certification, is  
10 guilty of a misdemeanor, punishable by imprisonment for not more than ninety (90) days, or  
11 a fine of not more than \$500.00, or both. Each violation constitutes a separate and distinct  
12 offense.

13 2) Any User, who knowingly tampers with or alters a monitoring device or process, causing  
14 inaccurate readings or results, is guilty of a misdemeanor, punishable by imprisonment for not  
15 more than ninety (90) days, or a fine of not more than \$500.00, or both. Each violation  
16 constitutes a separate and distinct offense.

17 3) For all other violations of a rule or regulation adopted and promulgated herein, a User shall  
18 be punished by a civil fine not to exceed one thousand dollars (\$1,000.00) for each violation  
19 per day.

20 4) The Control Authority is hereby authorized, through ~~its~~its general counsel, to seek prosecution  
21 of criminal charges against any person violating any provision of these rules.

22 c) Any fines, costs, and penalties which are imposed by any court of competent jurisdiction shall be  
23 payable to the GLWA-Control Authority.

24 Section II-1006. Supplemental Enforcement Actions

25 a) Pollution Prevention Plans and Best Management Practice Plans. The GLWA-Control Authority may  
26 require a User to develop and implement pollution prevention plans or Best Management Practice  
27 Plans, designed to eliminate or reduce pollutant contributions beyond the levels required by these rules.  
28 Where required, the plans shall be incorporated into a modified or revised Wastewater discharge permit;  
29 and include a schedule for periodically reporting implementation progress and results for the plan(s).

30 b) Local Pollutant Discharge Limitations for Total PCB. In the event where one (1) or more of the  
31 measurements taken for Total PCB during a six (6) month period exceeds by any magnitude the method  
32 detection level of 0.2 ugms/l, the Control Authority may require a User to develop and implement  
33 Pollution prevention plan initiatives or a BMP, as part of its response to the exceedance. Upon  
34 acceptance of the Pollution prevention plan initiatives or BMP, the Control Authority will recognize  
35 continued performance under the Pollution prevention plan initiative or BMP as continued compliance.



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1 Upon approval of the Control Authority, these Pollution prevention plan initiatives or BMPs, shall be  
2 made an enforceable part of the Wastewater discharge permit.

- 3 c) Local Pollutant Discharge Limitations for Mercury (Hg). In the event where one (1) or more of the  
4 measurements taken for Hg during a six (6) month period exceeds by any magnitude the limitation of  
5 10 ugms/l, the Control Authority may require a User to develop and implement Pollution prevention  
6 initiatives or a BMP, as part of its response to the exceedance. Upon acceptance of the Pollution  
7 prevention plan initiatives or BMP, the Control Authority will recognize continued performance under  
8 the Pollution prevention plan initiatives or BMP as continued compliance. Upon approval of the Control  
9 Authority, these Pollution prevention plan initiatives or BMPs, shall be made an enforceable part of the  
10 Wastewater discharge permit.

11 d) PFAS Compounds:

12 1) General Requirement: Any User who manufactured PFAS Compounds; previously used, currently  
13 uses, or plans to use materials containing PFAS Compounds; and who has a discharge of wastes  
14 and Wastewaters to the POTW, shall be required to develop, submit and implement plans for the  
15 reduction and elimination of the PFAS Compounds.

16 i) Plans shall be submitted to the Control Authority and shall include, but not limited to,  
17 monitoring, treatment, product substitutions, BMP or other management protocols, that the  
18 User will implement.

19 (1) For existing Users, these plans shall be submitted to the Control Authority within ninety  
20 (90) days of the effective date of these rules;

21 (2) For Users initiating discharge after the effective date of these rules, these plans shall be  
22 submitted to the Control Authority within ninety (90) days of the commencement of  
23 discharge to the POTW.

24 (3) Any monitoring program shall be conducted in accordance with sample collection methods  
25 defined by the EGLE or USEPA and analyzed in accordance with 40 CFR 136 or other  
26 approved methods recognized by the State of Michigan; or where USEPA or the State of  
27 Michigan has not established sample collection methods or approved analytical methods  
28 in 40 CFR 136, the methods shall be specified by GLWA.

29 ii) The Control Authority may require any User to conduct discharge monitoring; or the  
30 development and implementation of additional source reduction, control and elimination  
31 actions for PFAS Compound through a Wastewater discharge permit or equivalent control  
32 mechanism.

33 iii) This paragraph shall not apply to facilities classified as a Centralized Waste Treatment Facility  
34 or any active/inactive landfill.

35 2) Centralized Waste Treaters & Landfills: Any Centralized Waste Treatment Facility or an



## GLWA Rules

1 active/inactive landfill who either (i) accepts wastes and Wastewater containing PFAS Compounds  
2 for treatment and/or disposal, or (ii) who identifies PFAS Compounds in any wastes or Wastewaters  
3 received in accordance with paragraph H-1006-d)(2)(i), or (iii) who becomes or is made aware of  
4 PFAS Compounds present in the wastes and Wastewaters from any source, and discharges to the  
5 POTW, or (iv) who is notified by the Control Authority that its discharge contains PFAS  
6 Compounds; shall, develop, submit and implement a comprehensive "PFAS Compound Program"  
7 describing methods and procedures to identify, control, reduce, dispose of, eliminate and/or treat  
8 wastes and Wastewaters containing PFAS Compounds. At a minimum, the PFAS Compound  
9 Program shall include the following information:

10 i) The PFAS Compound Program must describe the method(s) and procedures used for screening  
11 and monitoring program for PFAS Compounds that may be present in any wastes or  
12 Wastewaters received for treatment or disposal.

13 (a) Any monitoring program shall be conducted in accordance with sample collection  
14 methods defined by the EGLE or USEPA and analyzed in accordance with 40 CFR  
15 136 or other approved methods recognized by the State of Michigan; or where USEPA  
16 or the State of Michigan has not established sample collection methods or approved  
17 analytical methods in 40 CFR 136, the methods shall be specified by GLWA.

18 (b) The screening and monitoring program shall include a protocol for notifying the  
19 Control Authority when wastes and Wastewaters containing PFAS Compounds are  
20 identified;

21 (c) All results and information from the screening and monitoring program shall be  
22 available to the Control Authority and copies of such information shall be made  
23 available upon written request.

24 ii) The PFAS Compound Program must describe the waste and Wastewater treatment or disposal  
25 protocols and practices used, and any disposal and/or treatment technologies used to remove  
26 and/or treat wastes and Wastewaters containing PFAS Compounds.

27 (a) This information shall be supported by technical documentation defining the  
28 effectiveness of such treatment protocols and/or practices used, including the removal  
29 efficiency based on mass loadings (lbs) of PFAS Compounds before and after  
30 treatment, and account for dilution effects resulting from the combination of other  
31 waste streams, if applicable. Such demonstration may be made through bench-scale  
32 testing or site-specific data. Where site-specific data is used, a minimum of one (1)  
33 week of data must be collected.

34 (b) The facility shall assess or re-assess, the removal efficiency of its operations for PFAS  
35 Compounds at least annually;

36 iii) The PFAS Compound Program must describe a self-monitoring program acceptable to the



1 Control Authority. This self-monitoring program shall include the discharge to the POTW and  
2 may include samples within the treatment process. The self-monitoring program shall identify  
3 the sampling protocols and methods of analysis used, and the authority for such methods or  
4 analysis (if other than the State of Michigan or USEPA).

5 iv) The PFAS Compound Program must describe a Recordkeeping Program that at a minimum,  
6 documents the volume(s) of PFAS Compounds wastes and Wastewaters received; the mass of  
7 PFAS Compounds in pounds received by the facility and any mass (in pounds) removed by  
8 treatment, discharged to the POTW and disposed of through any other off-site source. Such  
9 information shall be summarized for each calendar month and submitted to the Control  
10 Authority by the 10<sup>th</sup> of the succeeding month.

11 v) The PFAS Compound Program may include BMP or other management protocols that will be  
12 used to control, reduce or eliminate PFAS Compounds from their discharge. Where a User  
13 develops BMP or other management protocols, it may submit such plans to the Control  
14 Authority for acceptance and incorporation into the facility's Wastewater discharge permit.

15 vi) The requirements of subparagraphs (i) – (v) shall be submitted as a Material and Substantial  
16 change and request for Permit Modification within ninety (90) days of the effective date of  
17 these rules or ninety (90) days from the commencement of discharge.

18 vii) The Control Authority may require any Centralized Waste Treatment Facility or an  
19 active/inactive landfill to conduct discharge monitoring; or to develop a PFAS Compound  
20 Program; or the development and implementation of additional source reduction, control and  
21 elimination actions for PFAS Compound through a Wastewater discharge permit or equivalent  
22 control mechanism.

23 Following acceptance of the facility's PFAS Compound Program, the Control Authority shall review  
24 and incorporate its PFAS Compound Program into a Wastewater discharge permit or equivalent control  
25 mechanism, as an enforceable part of the permit.

26 3) Perflourochemical Fire-fighting Foams and Agents – Any user who stores or uses Firefighting  
27 foams using Perflourochemicals with a carbon chain of 6 or more, shall develop and implement the  
28 following plans:

29 i) Specific reference and controls for contained in a spill/Slug control plan and submit this to the  
30 Control Authority. Such plans shall be reviewed and updated as necessary but shall not exceed  
31 three (3) years.

32 ii) Training Operations and Exercises – Plans for the proper use and storage and use of firefighting  
33 foams during the exercise and shall employ best environmental and public health practices for  
34 the use of Perflourochemicals Fire-fighting Foams and Agents in training including but not  
35 limited to containment, and proper disposal.



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1 iii) Fire or Emergency Events Provide notice to the POTW within forty-eight (48) hours of a Fire  
2 or other emergency event where Perfluorochemical Fire-fighting Foams and Agents were used  
3 including:

4 (1) Purpose for use of foam or agent;

5 (2) Physical address where foam or agent was used;

6 (3) Actual or estimated quantities of foam or agent concentrate used and quantity of water used  
7 to produce foam

8 (4) Name(s) of water bodies potentially affected by foam and agent or other firewater to storm  
9 or combined sewer

10 (5) Practices employed for cleanup and disposal of materials contaminated by the foam or  
11 firewater.

12 iv) A BMP or other management program shall be established and implemented for the collection  
13 and disposal of Perfluorochemical Fire-fighting Foams and Agents with a carbon chain of six  
14 or greater. The plan shall include any efforts to identify alternative products.

15 v) Any monitoring program shall be conducted in accordance with sample collection methods  
16 defined by the EGLE or USEPA and analyzed in accordance with 40 CFR 136 or other  
17 approved methods recognized by the State of Michigan; or where USEPA or the State of  
18 Michigan has not established sample collection methods or approved analytical methods in 40  
19 CFR 136, the methods shall be specified by GLWA.

20 Copies of these plans shall be submitted to the Control Authority within ninety (90) days of the  
21 effective date of these rules.

22 4) The GLWA may assign any User who has previously used or received, or will use or receive PFAS  
23 Compounds, to a User Class for reimbursement of costs incurred by GLWA to monitor and enforce  
24 this requirement, and for which the Board determines costs should be assigned.

25 5) The GLWA reserves the right to take enforcement action for any violations as described in Section  
26 II-1003, and as described in Sections II-1004 and II-1005.

27 f) The Control Authority may require any User to implement Pollution prevention plan initiatives, or  
28 BMP, as part of an enforcement response, or as necessary to comply with its NPDES permit.

29 g) A User may seek to terminate a BMP when it has demonstrated compliance for a twelve (12) month  
30 period supported by a minimum of four (4) analytical test results and a report describing the  
31 management and operating procedures used to support the compliance status. Upon acceptance of this  
32 demonstration of compliance, the User shall be relieved of this implementation requirement.

33 Section II-1007. Remedies Nonexclusive

34 The remedies provided for in these rules are not exclusive. Enforcement of pretreatment violations will  
35 generally be in accordance with the GLWA's Control Authority's enforcement response plan. However,

1 the Control Authority may take other action against any User when the circumstances warrant. Further, the  
2 Control Authority is empowered to take more than one enforcement action against any noncompliant User.

3  
4 **Article XI AFFIRMATIVE DEFENSES TO DISCHARGE VIOLATIONS**

5 Section II-1101. Upsets.

6 An upset shall constitute an affirmative defense to an action brought for noncompliance with National  
7 Categorical Pretreatment Standards ~~and/or Local Pollutant Discharge Limitations~~ where the  
8 requirements of subsection (a) of this section are met.

9 a) An Industrial User who wishes to establish an upset as an applicable affirmative defense shall  
10 demonstrate, through properly signed, contemporaneous operating logs, or other relevant evidence,  
11 that:

12 1) An upset occurred and the Industrial User can identify the cause(s) of the upset;

13 i. At the time, the facility was being operated in a prudent and workmanlike manner and in  
14 compliance with applicable operation and maintenance procedures;

15 ii. The Industrial User has submitted the following information to the Control Authority,  
16 orally or in writing, within twenty-four (24) hours of becoming aware of the upset and,  
17 where this information is provided orally, a written submission must then be provided  
18 within five (5) days:

19 (a) A description of the discharge and cause of noncompliance;

20 (b) The period of noncompliance including exact dates and times or, if not corrected, the  
21 anticipated time the noncompliance is expected to continue; and

22 (c) Steps being taken and/or planned to reduce, eliminate and prevent recurrence of the  
23 noncompliance.

24 2) In any enforcement proceeding, the Industrial User seeking to establish the occurrence of an  
25 upset shall have the burden of proof;

26 3) The Industrial User shall control production of all discharges to the extent necessary to maintain  
27 compliance with these rules upon reduction, loss, or failure of its treatment facility until the  
28 facility is restored or an alternative method of treatment is provided. This requirement applies  
29 in the situation where, among other things, the primary source of power of the treatment facility  
30 is reduced, lost or fails.

31 Section II-1102. Bypass.

32 A bypass includes any intentional diversion of a waste stream from any portion of an Industrial User's  
33 treatment facility. A bypass shall constitute an affirmative defense to an action brought for noncompliance  
34 with national categorical pretreatment standards and/or local pollutant discharge limitations where the  
35 requirements of subsection (a) of this section are met.

36 a) The affirmative defense of bypass may be claimed where:



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- 1) The bypass is for essential maintenance to ensure efficient operation of the treatment system and does not cause a violation of pretreatment standards or requirements;
- 2) The bypass was unavoidable to prevent loss of life, personal injury, or severe property damage;
- 3) There were no feasible alternatives to the bypass, such as the use of auxiliary treatment facilities, retention of untreated waste, or maintenance during normal periods of equipment downtime. This condition is not satisfied if adequate backup equipment should have been installed in the exercise of reasonable engineering judgment to prevent a bypass which occurred during normal periods of equipment downtime or preventative maintenance; and
- 4) The Industrial User properly notified the Control Authority as described in subsection (2) of this section.

b) Notice of Bypass Event. An Industrial User shall have properly notified the Control Authority as follows:

- 1) Anticipated bypass. Any Industrial User anticipating a bypass shall submit notice to the Control Authority at least ten (10) days in advance of the anticipated date.
- 2) Unanticipated bypass. The Industrial User shall submit oral notice of an unanticipated bypass that exceeds applicable pretreatment standards within twenty-four (24) hours from the time the Industrial User becomes, or should have become, aware of the bypass.
- 3) For any bypass event, a written submission shall be provided to the Control Authority within five (5) days of the time the Industrial User becomes, or in the case of an unanticipated bypass, should have become aware of the bypass. The written submission shall contain a description of the bypass including exact dates and times, and if the bypass has not been corrected or the anticipated time it is expected to continue; and the steps taken or planned to reduce, eliminate and prevent reoccurrence of the bypass.

c) Bypass approval. Where it meets all conditions in subsections (1) and (2) of this section, the Control Authority shall recognize the affirmative defense. However, the Industrial User may still be held liable for costs and fees incurred by the Control Authority as a result of the bypass, including treatment costs, charges and surcharges.

## Article XII PUBLICATION OF INDUSTRIAL USERS IN SIGNIFICANT NONCOMPLIANCE

### Section II-1201. Public notification of significant noncompliance.

The Control Authority shall publish in the largest daily newspaper published in the jurisdictional limits of the GLWA Control Authority, a list of all Users which, at any time during the previous twelve (12) months, were in significant noncompliance with applicable pretreatment standards and requirements.

1 Section II-1202. Significant Noncompliance Criteria. ~~A User is in significant noncompliance when one~~  
 2 ~~(1) or more of the following criteria are met:~~

3 A Significant Industrial User (or any Industrial User which violates paragraphs (c), (d), or (h) of this section)  
 4 is in significant noncompliance if its violation meets one or more of the following criteria:

- 5 a) Chronic violations of wastewater Discharge limits, defined here as those in which ~~sixty-six~~  
 6 ~~(66%)~~ percent or more of all of the measurements taken for the same pollutant parameter during  
 7 a ~~six (6)-~~ month period exceed (by any magnitude ~~the daily maximum limit or the average~~  
 8 ~~limit for the same parameter;~~) a numeric Pretreatment Standard or Requirement, including  
 9 instantaneous limits, as defined by 40 CFR 403.3(l);
- 10 b) Technical Review Criteria (TRC) violations, defined here as those in which ~~thirty-three (33%)~~  
 11 percent or more of all of the measurements taken for each the same pollutant parameter ~~taken~~  
 12 during a ~~six (6)-~~ month period equal ~~to~~ or exceed the product of the ~~daily maximum limit or~~  
 13 ~~the average limit~~ numeric Pretreatment Standard or Requirement including instantaneous limits,  
 14 as defined by 40 CFR 403.3(l) multiplied by the applicable TRC (TRC ~~=~~ 1.4 for BOD, TSS,  
 15 ~~FOG (fats, oil, and grease);~~ and 1.2 for all other pollutants except pH);  
 16 ~~1) The pH TRC criteria shall be based upon thirty-three (33%) percent or more of the~~  
 17 ~~measurements being either <4.6 pH units or exceeding 11.9 pH units~~
- 18 c) Any other violation of a Pretreatment ~~effluent limit~~ Standard or Requirement as defined by 40  
 19 CFR 403.3(l) (daily maximum ~~or longer-, long-term average, instantaneous limit, or narrative~~  
 20 Standard) that the Control Authority POTW determines has caused, alone or in combination  
 21 with other Discharges, Interference or Pass Through (including endangering the health of POTW  
 22 personnel or the general public);
- 23 d) Any discharge of a pollutant that has caused imminent endangerment to human health ~~or,~~  
 24 welfare; or to the environment; or has resulted in the ~~POTW's~~ POTW's exercise of its emergency  
 25 authority; under paragraph (f)(1)(vi)(B) of this section to halt or prevent such a discharge;
- 26 e) Failure to meet, within 90 days after the schedule date, a compliance schedule milestone  
 27 contained in a local control mechanism; or enforcement order for starting construction,  
 28 completing construction, or attaining final compliance ~~within ninety (90) days after the~~  
 29 ~~scheduled date;~~
- 30 f) Failure to provide, within 30 days after the due date, required reports such as baseline monitoring  
 31 reports, ~~ninety (90)-~~ day compliance reports, periodic self-monitoring reports, and reports on  
 32 compliance with compliance schedules ~~within forty-five (45) days after the due date;~~
- 33 g) Failure to accurately report noncompliance; ~~or~~



1 h) Any other violation or group of violations, which may include a violation of Best Management  
2 Practices, which the Control Authority POTW determines will adversely affect the operation or  
3 implementation of the local Pretreatment program.

4  
5 Section II-1203. Publication Process.

6 Any User who is identified for publication as being in Significant Noncompliance shall be notified in  
7 writing at least thirty (30) days before the proposed publication; provided with a copy of the proposed notice  
8 to be published; the proposed time frame for the publication; and allowed an opportunity to comment. The  
9 Control Authority shall incorporate any comments with the proposed publication, or incorporate any  
10 comments with a revised publication, but may exercise its discretion to summarize any comments where  
11 space or word count is deemed excessive. In addition, the GLWAC Control Authority may place this  
12 information on its web page at [www.glwater.org](http://www.glwater.org).

13  
14 **Article XIII FEES AND CHARGES**

15 Fees and charges may be established by the Board to meet the costs of the operation, maintenance,  
16 improvement or replacement of the system and regulatory programs, or as provided by law or by Board  
17 action. The specific fees and charges are discussed more fully in Chapter V of these rules.

18  
19 **Article XIV APPEAL PROCEDURES**

20 The decisions and actions taken by the Industrial Waste Control Group and the Control Authority affecting  
21 the administration, implementation, and enforcement of the industrial pretreatment program requirements  
22 are subject to review through a two-step appeal process. Although the majority of disputes are resolved  
23 through open communication, there may be a point where a User seeks to formalize their objection(s) and  
24 seek administrative review. The appeal procedures recognized under these rules are described in Chapter  
25 VIII.

26  
27 **Article XV STATUTES, LAWS AND REGULATIONS**

28 Section II-1501. Unless otherwise provided, any reference in these rules to a code, standard, rule, regulation,  
29 or law enacted, adopted, established, or promulgated by any government or private organization, or by any  
30 element or organization of government other than the GLWAC Control Authority shall be construed to apply  
31 to such code, standard, rule, regulation, or law in effect or as amended or promulgated, from the date of  
32 enactment of these rules.

33 Section II-1502. The National Categorical Pretreatment Standards defined in 40 CFR Chapter I, Subchapter  
34 N, Parts 405-471, shall be and are incorporated by reference herein and made a part hereof.

35 Section II-1503. The Board may amend these rules or adopt additional rules necessary and proper for

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- 1 carrying out the conditions and intent of these rules.
- 2 Section II-1504. Nothing in these rules shall be deemed to limit the ~~GLWA Board~~ or Control Authority
- 3 from developing explanatory policies, guidance, or opinions to carry out the terms of the industrial
- 4 pretreatment program which is not in conflict or otherwise prohibited by these rules.
- 5

1

## Appendix A – National Categorical Pretreatment Standards (NCPS) Categories

NCPS Category	CFR Reference	NCPS Category	CFR Reference
Aluminum Forming	40 CFR Part 467	Meat Products	40 CFR Part 432
Asbestos Manufacturing	40 CFR Part 427	Metal Finishing	40 CFR Part 433
Battery Manufacturing	40 CFR Part 461	Metal Molding and Casting	40 CFR Part 464
Builder's Paper and Board Mills	40 CFR Part 431	Metal Products and Machinery	40 CFR Part 438
Canned and Preserved Fruits and Vegetables	40 CFR Part 407	Mineral Mining and Processing	40 CFR Part 436
Canned and Preserved Seafood Processing	40 CFR Part 408	Nonferrous Metals Forming	40 CFR Part 471
Carbon Black Manufacturing	40 CFR Part 458	Nonferrous Metals Manufacturing I	40 CFR Part 421
Cement Manufacturing	40 CFR Part 411	Nonferrous Metals Manufacturing II	40 CFR Part 421
Centralized Waste Treatment	40 CFR Part 437	Ore Mining and Dressing	40 CFR Part 440
Coal Mining	40 CFR Part 434	Organic Chemicals, Plastics, and Synthetic Fibers	40 CFR Part 414
Coil Coating	40 CFR Part 465	Paint Formulating	40 CFR Part 446
Copper Forming	40 CFR Part 468	Paving and Roofing Materials	40 CFR Part 443
Dairy Products Processing	40 CFR Part 405	Pesticide Chemicals	40 CFR Part 455
Dental Office (Mercury Amalgam)	40 CFR Part 441	Petroleum Refining	40 CFR Part 419
Electrical and Electronic Components I & II	40 CFR Part 469	Pharmaceutical	40 CFR Part 439
Electroplating	40 CFR Part 413	Phosphate Manufacturing	40 CFR Part 422
Explosives Manufacturing	40 CFR Part 457	Photographic	40 CFR Part 459
Feed Lots	40 CFR Part 412	Plastics Molding and Forming	40 CFR Part 463
Ferroalloy Manufacturing	40 CFR Part 424	Porcelain Enameling	40 CFR Part 466
Fertilizer Manufacturing	40 CFR Part 418	Pulp, Paper, and Paperboard	40 CFR Part 430 and 431
Glass Manufacturing	40 CFR Part 426	Rubber Manufacturing	40 CFR Part 428
Grain Mills	40 CFR Part 406	Soap and Detergent Manufacturing	40 CFR Part 417
Gum and Wood Chemicals Manufacturing	40 CFR Part 454	Steam Electric	40 CFR Part 423
Hospital	40 CFR Part 460	Sugar Processing	40 CFR Part 409
Ink Formulating	40 CFR Part 447	Textile Mills	40 CFR Part 410
Inorganic Chemicals Manufacture (I & II)	40 CFR Part 415	Timber products	40 CFR Part 429
Iron and Steel	40 CFR Part 420	Transportation Equipment Cleaning	40 CFR Part 442
Landfills	40 CFR Part 445	Waste Combustors	40 CFR Part 444
Leather Tanning & finishing	40 CFR Part 425		

2



**CHAPTER III: SURCHARGE PROGRAM FOR HIGH-STRENGTH  
WASTEWATER DISCHARGES**

~~The GLWA Wastewater Treatment Plant~~The Control Authority's POTW receives Wastewater from residential, commercial and industrial sources for treatment and discharge under its NPDES Permit MI0022802. The sewer charge rate charged to ~~GLWA~~ Member Communities is based upon the Domestic Strength of sewage. A Surcharge program for High Strength Wastewater discharges has been established to capture the additional treatment and operations costs incurred for Wastewater conveying additional pollutants to the ~~GLWA Wastewater Treatment Plant~~Control Authority's POTW for specific Users.

The purpose of these rules are to establish an orderly and fair system whereby the operations, maintenance, and replacement costs incurred by the ~~GLWA~~Control Authority in treating and disposing of the sewage, Industrial Wastes, and other wastes generated by each User is charged to that User for ~~his or her~~its use of the ~~sewage collection and treatment facilities of the GLWA~~Control Authority's POTW, as required by the Federal Water Pollution Control Act Amendments of 1972 and the Clean Water Act of 1977 (33 U.S.C. 1251-1387) and the rules of the ~~United States Environmental Protection Agency~~USEPA, promulgated pursuant thereto.

These rules are promulgated pursuant to the statutory authority contained in Act No. 233, Public Acts of Michigan, 1955, as amended ("Act 233").

**Article I Domestic Strength of Sewage**

The ~~GLWA Board~~Control Authority has established the following Domestic Strength levels for wastewater discharged to the ~~GLWA system~~POTW.

Domestic Strength Levels	
Biochemical Oxygen Demand (BOD)	275 mg/l
Fats, Oils & Grease	100 mg/l
Phosphorus (P)	12 mg/l
Total Suspended Solids (TSS)	350 mg/l

**Article II: High Strength Wastewater Sources**

Section III-201. Applicability: Domestic Sources

Domestic Sources shall not be subject to a surcharge for High Strength Wastewater where a property is used for the exclusive purpose of a residential dwelling, including but not limited to single or multi-family units or apartments.

Section III-202. Applicability: ~~Industrial~~ Users



1 ~~Industrial~~ Users and any source who does not qualify as a Domestic Source under section III-201 of these  
 2 rules, are subject to the Surcharge program for High Strength Wastewater sources, as follows:

- 3 a) ~~Industrial~~ Users, who as of the date of adoption of these rules have been previously assigned Pollutant  
 4 Strength Levels (or “Surcharge basis”) by the Detroit Water and Sewerage Department, or the GLWA,  
 5 shall retain these Pollutant Strength Levels, until changed under Article IV;
- 6 b) All other ~~Industrial~~ Users will be assigned the Pollutant Strength basis equivalent to the Domestic  
 7 Strength Levels of Article I, until changed under Article IV.

8 **Article III. Surcharge and Surcharge Formula**

9 Section III-301. Domestic Strength Levels.

10 As part of the annual rate-making process, a surcharge fee will be established for each pollutant included  
 11 in the Article I Domestic Strength Level, which reflects the actual cost of treating the pollutant by the  
 12 ~~GLWA Wastewater Treatment Plant Control Authority. The Control Authority, through~~ the Board, shall  
 13 approve the Surcharge Rates as part of its annual Rate-making process.

14 Section III-302. Surcharge Fee Calculation.

15 The Surcharge fee will be calculated for each ~~Industrial~~ User in accordance with the following formula:

16 Total Surcharge Fee =

17 
$$0.0624 \times \text{Volume} \times [a (\text{BOD-275}) + b (\text{TSS-350}) + c (\text{P} - 12) + d (\text{FOG-100})]$$

18 Where the terms constituting the total surcharge fee shall have the following meaning:

TERM	Description	Units of Measurement
0.0624	Conversion factor	
Volume	Volume of Wastewater Discharged for a billing period	Thousand Cubic Feet (Mcf)
BOD	BOD Strength Level	Milligrams/liter (mg/l)
TSS	TSS Strength Level	Milligrams/liter (mg/l)
P	Phosphorus Strength Level	Milligrams/liter (mg/l)
FOG	The Fats, Oils & Grease Strength Level	Milligrams/liter (mg/l)
a,b,c,d	The Surcharge Rate	\$ per pound

19 Note: Where the difference between the pollutant strength level and domestic strength level is less than  
 20 zero (0), the difference shall be deemed zero (0).

22 **Article IV Determination of Pollutant Strength Levels of High Strength Wastewater**

23 Following the adoption of these rules, the Pollutant Strength Levels of High Strength Wastewater may be  
 24 established or revised in accordance with any of the following methods. The Control Authority or

1 ~~Industrial~~ User shall not seek to revise the Pollutant Strength Levels of High Strength Wastewater more  
 2 frequently than every 12-months.

3  
 4 Section III-401. Pollutant Strength Levels from Historical Data Records

5 An ~~Industrial~~ User, or the GLWA Control Authority, may use historical data to establish or revise its  
 6 Pollutant Strength Levels. The Pollutant Strength Level will be determined using a numerical average of  
 7 the self-monitoring and Control Authority monitoring data for the surcharge pollutant parameters that have  
 8 been collected in a 12-month period.

9 a) ~~Industrial~~ User Initiated use of Historical Data

10 1) Where the ~~Industrial~~ User performs this calculation, it shall complete a Waste Strength  
 11 Determination Form and provide it to the Control Authority, with all supporting data and  
 12 calculations.

13 2) No data shall be excluded from the above calculation unless the ~~Industrial~~ User or GLWA the  
 14 Control Authority can demonstrate that the data is non-representative of the facility's discharge and  
 15 actual operations.

16 3) Within fifteen (15) days of receiving the report, the Control Authority will review all data and the  
 17 ~~Industrial~~ User's detailed report and accept or reject the report. If rejected, the Control Authority  
 18 will provide the reasons for rejection in writing. If not rejected, the new values shall be applied to  
 19 the next billing cycle following receipt of the ~~Industrial~~ User information.

20 b) GLWA Control Authority use of Historical Data

21 1) Where the GLWA Control Authority performs this calculation, it shall notify the ~~Industrial~~ User  
 22 in writing of the calculated Pollutant Strength Levels. The ~~Industrial~~ User has thirty (30) days to  
 23 file a waste strength determination form and propose a Sample Test (see Section III-402), and  
 24 unless rejected, the results shall be used for billing purposes.

25 Section III-402. Pollutant Strength Levels from Sample Test Period Data

26 a) ~~An Industrial~~ User may, on its own initiative, or upon receipt of written notice under section II-  
 27 401(2) above, file a waste strength determination form and propose a sample test and sampling plan.  
 28 The sampling plan shall be based upon a 5-day, 6-day or 7-day operating week for all ~~surcharge~~  
 29 ~~pollutant~~ Pollutant Surcharge parameters.

30 1) The sampling plan must be provided in writing to the Control Authority no less than fourteen (14)  
 31 calendar days prior to commencement of the sampling program;

32 2) The sampling plan must include the following:

33 i) Locations of sampling

34 ii) Method(s) of sampling at each location

35 iii) Date(s) of sampling



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- 1 iv) Measurement or determination of volume of Wastewater discharged during the testing period
- 2 v) Sample collection for all ~~Surcharge~~ Pollutants Surcharge (BOD, FOG, P, and TSS).
- 3 b) The sampling plan shall be submitted to the Industrial Waste Control Group by one of the following
- 4 methods:
- 5 1) U.S. mail addressed to the Industrial Waste Control Group;
- 6 2) Facsimile transmission sent to 313-297-5860; or
- 7 3) PDF sent via electronic mail to IWC@GLWATER.org.
- 8 c) These submittals shall be considered “not received” if deficient or incomplete, including for any of the
- 9 following reasons:
- 10 1) The sampling plan has not been signed and dated by the ~~Industrial~~ User.
- 11 2) The ~~Industrial~~ User has failed to enclose all supporting documents necessary to aid in the Control
- 12 Authority’s review of the sampling plan.
- 13 d) The ~~Industrial~~ User shall be authorized to implement the Sampling Plan unless it receives a written
- 14 notice from the Control Authority specifying whether the sampling plan is deficient or incomplete.
- 15 e) The Control Authority shall have the right to observe the ~~Industrial~~ User's sampling techniques, sample
- 16 preservation, flow measurements, and other sampling protocols during the sampling program.
- 17 f) Within sixty (60) calendar days of completion of the sampling plan, the ~~Industrial~~ User shall forward
- 18 the findings and supporting documentation to the Control Authority; including field sample collection
- 19 logs/notes, chain of custody reports, certified laboratory reports, daily incoming meter readings, daily
- 20 direct discharge meter readings, and any other supporting documentation.
- 21 1) If the ~~Industrial~~ User fails to notify the Control Authority prior to the sampling or fails to submit
- 22 the report within the sixty (60) day period the use of the ~~Industrial~~ User's data for purposes of
- 23 ~~Industrial~~ User charge calculation will be rejected, and the findings will not be allowed.
- 24 2) The ~~Industrial~~ User shall provide a calculation of the numerical average for each Pollutant
- 25 Surcharge ~~Pollutant~~ which shall be applied as the Pollutant Strength Level for purposes of billing.
- 26 3) If an ~~Industrial~~ User considers any self-monitoring data inappropriate for inclusion in calculating
- 27 its ~~Industrial~~ User charges, the ~~Industrial~~ User must submit such data with its Report, together
- 28 with a written report detailing the basis for the ~~Industrial~~ User’s assessment that such data were
- 29 not representative for purposes of inclusion when calculating its ~~Industrial~~ User charges. The
- 30 Control Authority will accept or reject the inclusion or exclusion of the data.
- 31 4) Within fifteen (15) days of receiving the report, the Control Authority will review all data and the
- 32 ~~Industrial~~ User’s detailed report and accept or reject the report. If rejected, the Control Authority
- 33 will provide the reasons for rejection in writing. If not rejected, the new values shall be applied to
- 34 the next billing cycle following receipt of the ~~Industrial~~ User information.



1 Section III-403. Pollutant Strength Levels Using Table Values.

2 The ~~GLWA~~Control Authority has adopted Table A to assign average Pollutant Strength Levels for  
3 commercial or industrial groups performing operations known to produce High Strength Wastewater.

4 a) A ~~Industrial~~ User who performs a commercial or industrial activity identified in Table A based upon  
5 (i) the Standard Industrial Classification Code (SIC); and/or (ii) North American Industrial  
6 Classification System (NAICS); or (iii) consistent with the Description of an SIC or NAICS code shall  
7 be subject to the applicable Surcharge for the High Strength Wastewater.

8 b) The Control Authority will notify the ~~Industrial~~ User in writing of their classification, and the  
9 assignment of the average Pollutant Strength Levels as described in Table A. The new values shall be  
10 applied to the next billing cycle unless the ~~Industrial~~User files a waste strength determination form  
11 and performs the sample test in accordance with Section III-402 within thirty (30) days of receiving the  
12 written notice.

13 c) Where the ~~Industrial~~ User files a waste strength determination form under Section III-403, the Control  
14 Authority will evaluate and process it in accordance with Section III-402.

15 1) If the waste strength determination form is accepted, the new values shall be applied to the next  
16 billing cycle following receipt of the ~~Industrial~~User information.

17 2) If the waste strength determination form is rejected, the Table A values shall be applied to the  
18 ~~Industrial~~User until an acceptable pollutant strength test is performed.

19 d) An ~~Industrial~~ User who does not have an existing monitoring location and discharges less than 25,000  
20 gallons of wastewater per day may elect to use the values specified in Table A in lieu of performing  
21 self-monitoring. The election shall be in writing.

22 Section III-404. ~~GLWA~~Control Authority Test Data

23 a) The ~~GLWA~~Control Authority may, on its own initiative, conduct sampling at an ~~Industrial~~a User  
24 location, to establish the actual Pollutant Strength Level of an ~~Industrial~~User's wastewater. Where  
25 this action is taken, the sampling shall be based upon a 5-day, 6-day or 7-day operating week, applicable  
26 to the ~~Industrial~~User, for all ~~surcharge pollutant~~Pollutant ~~Surcharge~~ parameters. The Control  
27 Authority shall review the results of the sampling program and determine whether a revision of the  
28 Pollutant Strength Levels is required. Upon such determination, the Control Authority will notify the  
29 ~~Industrial~~User in writing.

30 b) The new values shall be applied to the next billing cycle unless the ~~Industrial~~ User files a waste strength  
31 determination form and performs the sample test in accordance with Section II-402 within thirty (30)  
32 days of receiving the written notice.

33 c) Where the ~~Industrial~~ User files a waste strength determination form under Section III-404, the Control  
34 Authority will evaluate and process it in accordance with Section III-402.



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- 1) If the waste strength determination form is accepted, the new values shall be applied to the next billing cycle following receipt of the ~~Industrial~~ User information.
- 2) If the waste strength determination form is rejected, the Control Authority's findings will be applied to the ~~Industrial~~ User until an acceptable pollutant strength test is performed.

### Section III-405. Periodic Review of ~~Industrial~~ User and ~~GLWA~~ Control Authority Sampling Data

The Control Authority shall periodically review the ~~Industrial~~ User's self-monitoring data and its own sampling data, to assess whether a change or revision in the Pollutant Strength Levels is warranted. The ~~GLWA~~ Control Authority shall provide written notice to the ~~Industrial~~ User where these findings determine a revision of the Pollutant Strength Levels is warranted.

### Section III-406. Sampling and Analytical Methods

The measurement and determination of the Pollutant Strength Levels shall be in accordance with 40 CFR 136 and the latest edition of Standard Methods for the Examination of Water and Wastewater, published jointly by The American Public Health Association, The American Water Works Association, and the Water Environment Federation.

## **Article V. Appeal**

Section III-501. The decisions and actions taken by the Industrial Waste Control Group and the Control Authority affecting the administration, implementation, and enforcement of the Surcharge of High Strength Wastewater program are subject to review through a two-step appeal process. Although the majority of disputes are resolved through open communication, there may be a point where ~~an Industrial~~ User seeks to formalize their objection(s) and seek administrative review. The Appeal procedures recognized under these rules are described in Chapter VIII.

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SIC Number	SIC Description	NAICS Number	NAICS Description	BOD	TSS	Phosphorus	FOG
				* Signifies Domestic Strength Level			
2011	Meat Packing Plants	311611	Animal (except Poultry) Slaughtering	1200	800	*	400
2013	Sausages & Other Prepared Meat Products	311612	Meat Processed from Carcasses	800	700	*	150
		311613	Rendering and Meat Byproduct Processing				
2022	Natural, Processed, and Imitation Cheese	311513	Cheese Manufacturing	2000	500	50	*
2023	Dry, Condensed, and Evaporated Dairy Products	311511	Fluid Milk Manufacturing	1000	500	20	*
		311514	Dry, Condensed, and Evaporated Dairy Product Manufacturing				
2024	Ice Cream and frozen Desserts	311520	Ice Cream and Frozen Dessert Manufacturing	*	*	25	*
2026	Fluid Milk	311511	Fluid Milk Manufacturing	1100	500	*	500
		311514	Dry, Condensed, and Evaporated Dairy Product Manufacturing				
2035	Pickled Fruits and Vegetables, Vegetable Sauces and Seasonings, and Salad Dressings	311421	Fruit and Vegetable Canning	1000	500	*	*
		311941	Mayonnaise, Dressing and Other Prepared Sauce Manufacturing				
2037	Frozen Fruits, Fruit Juices, and Vegetables	311411	Frozen Fruit, Juice, and Vegetable Manufacturing	1000	500	*	*
2038	Frozen Specialties, Not Elsewhere Classified	311412	Frozen Specialty Food Manufacturing	1000	500	*	*
2041	Flour and other Grain Mill Products	311211	Flour Milling	1600	*	*	*
2043	Cereal Breakfast Foods	311230	Breakfast Cereal Manufacturing	1600	*	*	*
		311920	Coffee and Tea Manufacturing				

GLWA Rules

SIC Number	SIC Description	NAICS Number	NAICS Description	BOD	TSS	Phosphorus	FOG
				* <u>Signifies Domestic Strength Level</u>			
2044	Rice Milling	311212	Rice Milling	1600	*	*	*
				* <u>Signifies Domestic Strength Level</u>			
2045	Prepared Flour Mixes and Doughs	311824	Dry Pasta, Dough, and Flour Mixes Manufacturing from Purchased Flour	1600	*	*	*
2046	Wet Corn Milling	311221	Wet Corn Milling	1600	*	*	*
		311225	Fats and Oils Refining and Blending	1600	*	*	*
2047	Dog and Cat Food	311111	Dog and Cat Food Manufacturing	1600	*	*	*
2048	Prepared Feed and Feed Ingredients for Animals and Fowl, except Dogs & Cats	311119	Other Animal Food Manufacturing	1600	*	*	*
2051	Bread and other Bakery products, except Cookies and Crackers	311822	Commercial Bakeries	3800	1100	*	260
2052	Cookies and Crackers	311822	Commercial Bakeries	800	*	*	*
		311821	Cookie and Cracker Manufacturing				
		311919	Other Snack Food Manufacturing				
2053	Frozen Bakery Products, except Bread	311813	Frozen Cakes, Pies, and Other Pastries Manufacturing	800	*	*	*
2076	Vegetable Oil Mills, except Corn, Cottonseed, and Soybean	311224	Soybean and other Oilseed Products	650	2000	*	500
		311225	Fats and Oils Refining and Blending				
2077	Animal and Marine Fats and Oils	311613	Rendering and Meat Byproduct Processing				
		311710	Seafood Product Preparation and Packaging				



GLWA Rules

SIC Number	SIC Description	NAICS Number	NAICS Description	BOD	TSS	Phosphorus	FOG
				<i>* Signifies Domestic Strength Level</i>			
2079	Shortening, Table Oils, Margarine, and Other Edible Fats and Oils, Not elsewhere classified	311224	Soybean and other Oilseed Products	1000	*	*	200
		311225	Fats and Oils Refining and Blending				
				<i>* Signifies Domestic Strength Level</i>			
2082	Malt Beverages	312120	Breweries	1400	600	*	*
2086	Soft Drinks	312111	Soft Drink Manufacturing	600	*	*	*
		312112	Bottled Water Manufacturing				
2090	<b>Miscellaneous Food Products</b>			1000	500	*	150
2091	Canned and Cured Fish and Seafoods	311710	Seafood Products Preparation and Packaging				
2092	Prepared Fresh or Frozen Fish and Seafoods	311710	Seafood Products Preparation and Packaging				
2095	Roasted Coffee	311920	Coffee and Tea Manufacturing				
2096	Potato Chips, Corn Chips, and Similar Snacks	311919	Other Snack Food Manufacturing				
2097	Manufactured Ice	312113	Ice Manufacturing				
2098	Macaroni, Spaghetti, Vermicelli and Noodles	311824	Dry Pasta, Dough, and Flour Mixes Manufacturing from Purchased Flour				
2099	Food Preparations, Not Elsewhere Classified	111998	All Other Miscellaneous Crop Farming				
		311212	Rice Milling				



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SIC Number	SIC Description	NAICS Number	NAICS Description	BOD	TSS	Phosphorus	FOG
				* Signifies Domestic Strength Level			
		311340	Non-chocolate Confectionery Manufacturing				
		311423	Dried and Dehydrated Food Manufacturing				
		311824	Dry Pasta, Dough, and Flour Mixes Manufacturing from Purchased Flour				
		311830	Tortilla Manufacturing				
		311911	Roasted Nuts and Peanut Butter Manufacturing				
		311920	Coffee and Tea Manufacturing				
		311941	Mayonnaise, Dressing, and Other Prepared Sauce Manufacturing				
		311942	Spice and Extract Manufacturing				
		311991	Perishable Prepared Food Manufacturing				
		311999	All other Misc. Food Manufacturing				
2620	Paper Mills	322121	Paper (except Newsprint) Mills	*	480	*	*
		322122	Newsprint Mills				
2640	Converted Paper Products			300	1500	*	*
2810	<b>Industrial Inorganic Chemicals</b>						
2812	Alkalies and Chlorine	325180	Other Basic Inorganic Chemical Manufacturing				
2813	Industrial Gases	325120	Industrial Gas Manufacturing				
2816	Inorganic Pigments	325130	Synthetic Dye and Pigment Manufacturing	*	2000	*	*
		325180	Other basic Inorganic Chemical Manufacturing				
2819		211112	Natural Gas Liquid Extraction				

GLWA Rules

SIC Number	SIC Description	NAICS Number	NAICS Description	BOD	TSS	Phosphorus	FOG
				* Signifies Domestic Strength Level			
	Industrial Inorganic Chemicals, Not elsewhere classified	325130	Synthetic Dye and Pigment Manufacturing				
		325180	Other basic Inorganic Chemical Manufacturing				
		325998	All Other Miscellaneous Chemical Product and Preparation Manufacturing				
		331311	Alumina Refining				
2830	<b>Drugs</b>						
2833	Medicinal Chemicals and Botanical Products	325411	Medicinal and Botanical Manufacturing	500	500	*	*
2834	Pharmaceutical Preparation Manufacturing	325412	Pharmaceutical Preparation Manufacturing				
2835	In Vitro and In Vivo Diagnostic Substances	325412	Pharmaceutical Preparation Manufacturing				
		325413	In-Vitro Diagnostic Substance Manufacturing				
2836	Biological Products, except Diagnostic Substances	325414	Biological Product (except Diagnostic) Manufacturing				
2840	<b>Soaps &amp; Detergents</b>						
2841	Soap and Other Detergents, except Specialty Cleaners	325611	Soap and Other Detergent Manufacturing	600	*	*	200
2842	Specialty Cleaning, Polishing, and Sanitation Preparations	325612	Polish and Other Sanitation Good Manufacturing				
2843	Surface Active Agents, Finishing Agents, Sulfonated Oils, and Assistants	325613	Surface Active Agent Manufacturing				

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SIC Number	SIC Description	NAICS Number	NAICS Description	BOD	TSS	Phosphorus	FOG
				* Signifies Domestic Strength Level			
2844	Perfumes, Cosmetics, and other Toilet Preparations	325620	Toilet Preparation Manufacturing				
2850	<b>Paints &amp; Allied Products</b>						
2851	Paints, Varnishes, Lacquers, Enamels, and Allied Products	325510	Paint and Coating Manufacturing	*	*	15	200
2860	<b>Industrial Organic Chemicals</b>						
2861	Gum and Wood Chemicals	325194	Cyclic Crude, Intermediate and Gum and Wood Manufacturing	500	500	20	150
2865	Cyclic Organic Crudes and Intermediates, and Organic Dyes and Pigments	325110	Petrochemical Manufacturing				
		325130	Synthetic Dye and Pigment Manufacturing				
2869	Industrial Organic Chemicals, not elsewhere classified	325120	Industrial Gas Manufacturing				
		325180	Other Basic Inorganic Chemical Manufacturing				
		325193	Ethyl Alcohol Manufacturing				
		325199	All Other Basic Organic Chemical Manufacturing				
		325998	All Other Miscellaneous Chemical Product and Preparation Manufacturing				
2890	<b>Miscellaneous Chemical Products</b>						
2891	Adhesives and Sealants	325520	Adhesive Manufacturing	400	*	*	*
2892	Explosives Manufacturing	325920	Explosives Manufacturing				
2893	Printing Ink	325910	Printing Ink Manufacturing				

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SIC Number	SIC Description	NAICS Number	NAICS Description	BOD	TSS	Phosphorus	FOG
				* Signifies Domestic Strength Level			
2895	Carbon Black	325180	Other Basic Inorganic Chemical Manufacturing				
2899	Chemicals and Chemical Preparations, Not Elsewhere Classified	325199	All Other Basic Organic Chemical Manufacturing				
		325510	Paint and Coating Manufacturing				
		325998	All Other Miscellaneous Chemical Product and Preparation Manufacturing				
3010/1	Tire & Inner Tubes	326211	Tire Manufacturing (except Retreading)	*	500	*	*
3060	<b>Fabricated Rubber Products</b>						
3061	Molded, Extruded, and Lathe cut Mechanical Rubber Goods	326291	Rubber Product Manufacturing for Mechanical Use				
3069	Fabricated Rubber Products, Not Elsewhere Classified	313320	Fabric Coating Mills				
		314910	Textile Bag Mills				
		315280	Other Cut and Sew Apparel Manufacturing				
		315990	Apparel Accessories and Other Apparel Manufacturing	*	500	*	*
		326199	All other Plastics Products Manufacturing			*	
		326299	All other Rubber Products Manufacturing				
		339113	Surgical Appliance and Supplies Manufacturing				
		339920	Sporting and Athletic Goods Manufacturing	*	500	*	*
		339930	Doll, Toy and Game Manufacturing				



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SIC Number	SIC Description	NAICS Number	NAICS Description	BOD	TSS	Phosphorus	FOG
				* Signifies Domestic Strength Level			
5085	Drums & Barrels - Reconditioning			1200	800	16	1500
5090	<b>Miscellaneous Durable Goods</b>						
5091	Sporting and Recreational Goods and Supplies	423910	Sporting and Recreational Goods and Supplies Merchant Wholesalers	400	500	*	150
		425110	Business to Business Electronic Markets				
		425120	Wholesale Trade Agents and Brokers				
		451110	Sporting Goods Stores				
5092	Toys and Hobby Goods and Supplies	423920	Toy and Hobby Goods and Supplies Merchant Wholesalers	400	500	*	150
		425110	Business to Business Electronic Markets				
		425120	Wholesale Trade Agents and Brokers				
		451120	Hobby, Toy, and Game Stores				
5093	Scrap and Waste Materials	423930	Recyclable Material Merchant Wholesalers	400	500	*	150
		425110	Business to Business Electronic Markets				
		425120	Wholesale Trade Agents and Brokers				
5094	Jewelry, Watches, Precious Stones, and Precious Metals	423940	Jewelry, Watch, Precious Stone, and Precious Metal Merchant Wholesalers	400	500	*	150
		425110	Business to Business Electronic Markets				

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SIC Number	SIC Description	NAICS Number	NAICS Description	BOD	TSS	Phosphorus	FOG
				* <u>Signifies Domestic Strength Level</u>			
		425120	Wholesale Trade Agents and Brokers				
		448310	Jewelry Stores				
5099	Durable Goods, not elsewhere classified	423990	Other Miscellaneous Durable Goods Merchant Wholesalers				
		425110	Business to Business Electronic Markets				
		425120	Wholesale Trade Agents and Brokers	400	500	*	150
		444190	Other Building Material Dealers				
		451110	Sporting Goods Stores				
		451120	Hobby, Toy, and Game Stores				
7213	Linen Service	812331	Linen Supply	500	*	*	200
7218	Industrial laundries	812332	Industrial Launderers	600	600	*	400
				<u>*Signifies Domestic Strength Levels</u>			

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**CHAPTER IV: SEPTAGE AND HAULED WASTES**

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The majority of wastes and Wastewater treated at the ~~GLWA Treatment Plant~~Control Authority's POTW are discharged to and conveyed by the ~~sewer~~Sewerage System through point-source connections from Domestic and ~~Industrial~~User Sources. However, additional wastes may be conveyed to designated locations via rail, truck, ship or vessel or other equivalent means; hauled to the ~~GLWA System~~Control Authority POTW from locations within and outside of the Service Region of the ~~GLWA~~Control Authority. These rules address these sources of *Hauled Wastes*.

**Article I General Provisions**

Section IV-101. It shall be unlawful for any Person to discharge any waste or Wastewater, directly or indirectly, by rail, truck, ship or other similar means, without authorization from the ~~GLWA~~Control Authority; or to discharge any Wastewater in violation of the terms and conditions contained in these rules or contrary to any discharge authorization granted by the ~~GLWA~~Control Authority.

**Article II Authorized Unloading Locations**

Section IV-201. The ~~GLWA Wastewater Treatment Plant~~Control Authority's POTW shall not receive or accept any wastes or Wastewater that are directly transported via rail, truck, dedicated pipeline, ship or vessel, or other similar means, at the ~~Wastewater Treatment Plant~~Control Authority's POTW located at 9300 West Jefferson, Detroit Michigan 48209, except those identified in Section IV-202.

Section IV-202. ~~The GLWA Wastewater Treatment Plant~~The Control Authority's POTW shall accept wastes or Wastewater that are directly transported via truck from Septage Waste Hauler vehicles, and Recreation Vehicles and Individual Portable Toilets.

Section IV-203. The ~~GLWA~~Control Authority will only accept wastes and Wastewater transported to Authorized Unloading Locations specified in these rules or that may be added upon authorization by the ~~GLWA IWC~~Control Authority.

Section IV-204. The usage of any Authorized Unloading Location shall be restricted to authorized ~~Industrial~~Users who possess a hauled in waste permit issued by the ~~GLWA~~Control Authority, in accordance with the terms and conditions of the permit.

**Article III Categories of Authorized and Unauthorized Hauled Wastes****Section IV-301. Authorized Wastes**

The following groups of waste and Wastewater may be authorized by the ~~Industrial Waste~~ Control



Group Authority.

- Septage Waste and Wastewater
- Recreational Vehicle and Individual Portable Toilets
- Sanitary Wastewater from Vessels and Ships

The procedures for obtaining authorization are enumerated in Article IV below.

Section IV-302. Unauthorized Waste Sources

The following sources of waste and Wastewater are not authorized by the Board Control Authority and will not be accepted unless there is an exigent condition or public health concern for which the Board Control Authority shall authorize disposal.

- Grease Trap Wastes
- Industrial and Commercial Wastes
- Municipal Sludge
- Collection System Solids and Cleanings

**Article IV Procedures for Authorization – Septage Waste Hauler**

Section IV-401. A Septage waste hauler seeking authorization from the GLWA Control Authority to discharge at the Wastewater Treatment Plant Control Authority's POTW or other authorized unloading location shall require the owner/operator of the vehicle to (i) possess a valid Septage hauler license issued by the Michigan Department of Environmental Quality MDEQ EGLE; and (ii) obtain a valid GLWA Control Authority Septage hauler permit.

Section IV-402. A Septage waste hauler seeking authorization from the GLWA the Control Authority to discharge at the Wastewater Treatment Plant Control Authority's POTW or other authorized unloading location shall complete an application for a GLWA HIW permit. Information will be provided including the vehicles, tank capacities and applicable vehicle licenses for each vehicle; the general area being serviced, and which authorized unloading sites the septage hauler is requesting access.

Section IV-403. The Septage hauler shall letter the vehicles or affix the truck number shown on their HIW permit on each side and rear of the hauling vehicle covered by their permit in clearly visible locations in black numerals and letters six (6) inches high on a white background of at least eight (8) inches in height. The line width of each letter shall be three-fourths of an inch.

Section IV-404. Upon receipt of a Septage hauler application form, the Control Authority will process the application and accept or reject the application. Permits issued by the Control Authority shall contain information including, but not limited to, that specified in Section II-704. A Septage waste hauler seeking authorization from the GLWA Control Authority to discharge at the Wastewater Treatment Plant Control Authority's POTW or other authorized unloading location shall only discharge the contents from domestic



waste septic tanks, cesspools, seepage pits, sewage lift stations and portable toilets; after receiving a ~~GLWA~~ permit.

Section IV-405. The ~~GLWA~~ Control Authority shall have the unrestricted right to observe loading, hauling and unloading of Septage hauling vehicles; to obtain representative samples of the vehicle's contents at the unloading site prior to or during the unloading activity; to examine the vehicle operator's ~~MDEQ~~ EGLE service seal and business license and the ~~GLWA~~ unloading permit. The vehicle operator shall cooperate with the request of any properly credentialed ~~GLWA~~ the Control Authority's employee; and assist in providing a sample of the tank's contents.

#### **Article V      Procedures for Authorization – Recreational Vehicle and Individual Portable Toilets**

Section IV-501. Individuals may discharge the contents of recreational vehicle toilets and individual portable toilets having ~~+~~ contents of less than 125 gallons at approved locations without charge.

Section IV-502. Unloading under this provision is restricted to private persons.

#### **Article VI      Procedures for Authorization – Vessels and Ships**

Section IV-601. The ~~GLWA~~ Control Authority may accept Domestic ~~wastewater~~ Sewage from vessels and ships at authorized locations, or from firms servicing vessels and ships traversing the Great Lakes. Individuals or firms shall request authorization from the ~~GLWA~~ Industrial Waste Control Group before discharging any Wastewater, and discharge at an authorized unloading location.

#### **Article VII      Other Conditions**

Section IV-701. Any Person authorized under these rules for Septage and hauled waste or wastewater is subject to the requirements for permits, inspection, monitoring and enforcement, as enumerated in Chapter II.

Section IV-702. Any permit or authorization granted by the Control Authority shall also include the following conditions:

- a) Applicable terms and conditions, surcharges, fees or rates as established by the Board;
- b) The specific unloading facility location designated by the Control Authority for discharge;
- c) As necessary, additional specific limitations and requirements necessary to protect the wastewater treatment plant and collection system;
- d) Any applicable surcharge for High Strength Wastewater applicable to the specific contents being hauled under Authorization by the Control Authority; and
- e) Any charges or fees established by the Board.

#### **Article VIII.    Appeal**

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The Decisions and Actions taken by the Industrial Waste Control Group and the Control Authority affecting the administration, implementation, and enforcement of the Septage and hauled waste Program are subject to review through a two-step appeal process. Although the majority of disputes are resolved through open communication, there may be a point where a Industrial-User seeks to formalize their objection(s) and seek administrative review. The Appeal procedures recognized under these rules are described in Chapter VIII.

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**CHAPTER V: REVENUES TO SUPPORT REGULATORY PROGRAMS**

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The Control Authority has promulgated these rules for the protection of the environment, the public health and safety by abating and preventing pollution through the regulation and control of the quantity and quality of sewage, industrial wastes, and other wastes admitted to or discharged into the sewerage system. The GLWAControl Authority seeks to provide for the recovery of the costs from Users of the Wastewater collection and treatment system sufficient to administer regulatory activities and meet the costs of the operation, maintenance, improvement or replacement of the Sewerage System.

Fees and charges may be established by the Board to meet the costs of the operation, maintenance, improvement or replacement of the Sewerage System and regulatory programs, or as provided by law or by Board action.

- a) The Board shall adopt charges and fees which shall include, but not be limited to:
  - 1) Fees for reimbursement of costs of establishing, operating, maintaining, or improving the industrial waste control and pretreatment programs (See Article I below); and
  - 2) User fees (surcharges) based upon volume of waste and concentration or quantity of specific pollutants in the discharge, and treatment costs including sludge handling and disposal (See Article II); and
  - 3) Reasonable fees for reimbursement of costs for hearings including, but not limited to, expenses regarding hearings officers, court reporters, and transcriptions; and
  - 4) Other fees, which the Board may deem necessary, to carry out the requirements contained herein, or as may be required by law.

**Article I Industrial Waste Control Charges**

Section V-101. The GLWAControl Authority is required to implement and enforce an Industrial Pretreatment Program, and perform other related duties as required by the NPDES Permit MI 0022802 and the Clean Water Act. To accomplish these duties and requirements, the GLWAControl Authority must have a revenue source which insures adequate funding. The GLWAControl Authority hereby adopts the following method of funding these regulatory activities:

- a) An IWC water meter charge shall be established by the Board to recover the costs incurred in administering, implementing and enforcing the regulatory activities and obligations under the NPDES Permit MI 0022802 and the Clean Water Act, and any rules adopted by the GLWA Board.
- b) The IWC water meter charge shall be based on the size of the water meter on a proportional basis and assessed on any non-residential water meter with the following exceptions:
  - 1) The IWC water meter charge shall not be assessed on any meter dedicated for Fire Protection



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- purposes only;
- 2) The IWC water meter charge shall not be assessed on any meter dedicated for Irrigation purposes only;
  - 3) The IWC water meter charge shall not be assessed on any meter from a multi-family residential dwelling; public and private elementary and secondary school which are part of a government school district; colleges, universities, professional schools, junior colleges and technical institutes; and local, state and federal government facilities.
- c) ~~GLWA~~ Member Communities shall periodically report the quantity, number and size of non-residential meters, and any exempt meters (as described in paragraph 2).
  - d) The ~~GLWA~~Control Authority shall prepare a bill to each ~~GLWA~~ Member Community using the information provided in paragraph 3 and forward the bill for payment either through the Wholesale Sewer Contract Customer (if applicable) and/or ~~GLWA~~ Member Community, indicating the terms and conditions of payment.
  - e) Each ~~GLWA~~ Member Community is responsible for assessing these fees on applicable Users and collection thereof in accordance with the delegation and service agreements; and for reporting changes in the number of meters reported in paragraph 3.
  - f) The ~~GLWA~~Control Authority reserves the right to collect any and all outstanding amounts in accordance with applicable law.

### Article II Pollutant Surcharges

Section V-201. The ~~GLWA~~Control Authority has adopted rates necessary to recover the cost of service based upon the unit volume of Wastewater discharged; and has adopted Pollutant Surcharges applicable to High-Strength Wastewater discharges from ~~Industrial~~ Users which will be assessed to these ~~Industrial~~ Users so that the proportional share of the cost of service may be recovered.

- a) The specific rules and procedures for establishing High Strength Wastewater levels, and administering a program thereof is included in Chapter II of these rules.
- b) ~~GLWA~~ Member Communities shall report the applicable water and/or sewage meter information to the ~~GLWA~~Control Authority who shall prepare a bill based upon the established High-Strength Wastewater level of an ~~Industrial~~ User.
- c) The ~~GLWA~~Control Authority shall prepare a bill to each ~~GLWA~~ Member Community using the information provided in paragraph 2 and forward the bill for payment either through the Wholesale Sewer Contract Customer (if applicable) and/or ~~GLWA~~ Member Community, indicating the terms and conditions of payment.
- d) Each ~~GLWA~~ Member Community is responsible for assessing these fees on applicable ~~Industrial~~



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Users and collection thereof in accordance with the delegation and service agreements;

- e) The ~~GLWA~~Control Authority reserves the right to collect any and all outstanding amounts in accordance with applicable law.

### **Article III Other Fees**

Section V-301. The Appeal Procedures described in Chapter VIII will incur costs for hearings officers, court reporters, and transcriptions. The cost of conducting these appeal procedures shall be equally shared between the ~~GLWA~~Control Authority and the ~~Industrial~~User(s). A deposit may be requested by the ~~GLWA~~Control Authority to cover a portion of these expenses. Where ~~an Industrial~~User fails to pay all fees incurred, the ~~GLWA~~Control Authority shall recover these fees through direct invoicing and using all means authorized by law.

Section V-302. Other fees, which the Board may deem necessary, to carry out the requirements contained herein, or as may be required by law.

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**CHAPTER VI: FLOW-METERING**

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The ~~GLWA~~Control Authority requires Users to employ accurate and valid methods for measuring and reporting the volume of water consumed and discharged from their properties to satisfy regulatory and monitoring requirements. Each ~~GLWA~~ Member Community may establish its own criteria for metering the wastewater discharged into the ~~GLWA~~Sewerage System which is not in conflict with these rules.

**Article I      General Requirements**

The ~~GLWA~~Control Authority recognizes the role of the respective ~~GLWA~~ Member Community in prescribing the water and/or sewage meters installed at a User's property. The ~~GLWA~~Control Authority will recognize a User's use of these methods to represent the water usage and/or wastewater discharge as follows:

Section VI-101. Users obtaining all of their water supply from the GLWA shall, unless modified or changed by contract, base the volume of water consumed upon one or more water meters installed at the User's property. Any questions that the GLWA may have concerning the accuracy and validity of a water meter will be directed to the User and ~~GLWA~~the Member Community

Section VI-102. Users obtaining all, or any portion, of their water supply from sources other than the GLWA and who discharge water, wastes and wastewater inclusive of these foreign sources to the GLWA for conveyance and Wastewater treatment, shall base the volume of Wastewater discharged through gauging, metering or using any other equitable method of measuring, the volume of all Wastewater discharged. Acceptance of the Wastewater discharged shall be conditioned upon the acceptance of such methods by the ~~GLWA~~ Member Community. Any questions that the GLWA may have concerning the accuracy and validity of a water meter will be directed to the User and ~~GLWA~~the Member Community

Section VI-103. Users obtaining all, or any portion, of their water supply from the GLWA, but also receiving other wastes and Wastewater via truck, rail, vessel or ship, dedicated pipeline, or any other means of transportation shall base the volume of Wastewater discharged through gauging, metering or using any other equitable method of measuring the discharge volume. Acceptance of the Wastewater discharged shall be conditioned upon the acceptance of such methods by the ~~GLWA~~ Member Community. Any questions that the GLWA may have concerning the accuracy and validity of a water meter will be directed to the User and ~~GLWA~~the Member Community.

**Article II      Sub-metering of Water or Sewage Volumes**

Section VI-201. Any owner of a premise or User of the system may install, at their own expense, a water sub-meter for determining the utility services used by certain areas or processes. Such meter will not be



recognized for purposes of usage, addition or reduction, billing or other regulatory purpose, unless the meter complies with section VI-202.

Section VI-202. Where a ~~GLWA~~ Member Community has recognized and accepted a User's sub-meter(s) to gauge the volume of water, for determining the utility services used by certain areas or processes, ), the GLWA shall recognize the purpose and readings of the sub-meter for purposes of usage, addition or reduction, billing or other regulatory purpose described by these rules.

### **Article III Requirements for Water or Sewerage Metering**

Section VI-301. Where the GLWA, in conducting its regulatory responsibilities described by these rules, identifies an unmetered water or sewerage source, a non-functioning water or sewerage meter or sub-meter, or requires other gauging or metering to fulfill the requirements of its NPDES permit, it shall notify the User in writing of its findings and requirements as well as the ~~GLWA~~ Member Community.

Section VI-302. Any water or sewer meter installed by a User must be periodically calibrated by the User and maintained by the User at its own expense. All records of calibration or maintenance shall be provided to the GLWA upon its request.

### **Article IV Sewage Metering Requirements for Flow-proportional Sampling**

Section VI-401. All Significant Industrial Users shall provide, operate, and maintain at their own expense a sampling and monitoring facility which complies with Section II-605.

Section VI-402. Significant Industrial Users required to collect wastewater samples using 24-hour flow-proportional composite sampling techniques, shall provide the Control Authority with a sampling plan in compliance with section II-603 and the following information about the flowmeter and other devices used:

- a) The specifications and information describing the flow monitoring instruments, including make and model number;
- b) The recording devices used, including make and model number; and
- c) Specifications indicating that the meter is equipped with a non-resettable flow totalizer.

Section VI-403. Significant Industrial Users required to collect Wastewater samples using 24-hour flow-proportional composite sampling techniques, shall provide the appropriate interface hardware and cable sufficient to reach the sampler location from the flow metering system's contact point, as follows:

- a) Ensure that the flow metering system using an analog output signal, furnish the ~~GLWA~~Control Authority with a flow meter to sampler 4-20 mA input interface: ISCO Part # 60-5314-281, or equivalent.
- b) Ensure that the flow metering system using a pulse output signal, furnish the ~~GLWA~~Control Authority with a signal specification of 5 to 15 VDC pulse, with 25 millisecond isolated contact closure using a

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sampler connection interface cable ISCO Part # 60-1394-077, or equivalent.

- c) The Significant Industrial User shall provide an interface port for 6 pin military spec amphenol connector and a parallel or Y-connector for simultaneous sampling event.
- d) In the event that an equivalent or new technology is available which permits the Control Authority to collect a Flow-composite based sampling from the User's facility using equipment other than or different than that enumerated in sub-paragraphs a-c above, the Control Authority will permit such technology to be implemented and used at the User's site. User's must, however, notify the Control Authority in writing.

### **Article V      Appeal**

The decisions and actions taken by the Industrial Waste Control Group and the Control Authority affecting the administration, implementation, and enforcement of the Flow Metering Program are subject to review through a two-step appeal process. Although the majority of disputes are resolved through open communication, there may be a point where a User seeks to formalize their objection(s) and seek administrative review. The Appeal procedures recognized under these rules are described in Chapter VIII.



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**CHAPTER VII: RULES GOVERNING THE WASTES AND WASTEWATER  
FROM ENVIRONMENTAL REMEDIATION, GROUNDWATER AND  
OCCASIONAL OR SPECIAL WASTES SOURCES**

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The purpose of these Rules is to regulate and control the quality and quantity of wastes and Wastewater derived from Environmental Remediation, Groundwater and Occasional or Special Wastes Sources occurring within the sewer Area under the jurisdiction of the ~~Great Lakes Water~~Control Authority; ~~hereinafter The Authority~~, to ensure that these sources are not discharged into the local environment without authorization and in quantity and/or concentrations as may cause or contribute to adverse impact upon the environment or the status of the ~~Control~~ Authority's ~~Wastewater Treatment Plant and System~~POTW with regard to environmental regulations impacting those facilities.

**Article I      General Requirements**

Section VII-101. The Control Authority may authorize the discharge of wastes and Wastewater derived from Environmental Remediation, Groundwater and Occasional or Special Wastes Sources from facilities located in areas served by the ~~GLWA sewer~~Control Authority's Sewerage System.

Section VII-102. Environmental Remediation Wastewater, Groundwater and Occasional or Special Wastes Sources from facilities located in areas not served by the ~~GLWA sewers~~Control Authority's Sewerage System will not be accepted except where a public health or similar exigent condition exists. In response to such public health or exigent condition, the Control Authority may accept and evaluate an application, and will notify the ~~GLWA~~ Board of its findings and determination prior to authorizing the discharge.

**Article II      Prohibitions**

Section VII-201. Unlawful Discharges

It shall be unlawful for any Person to cause or allow the discharge of Environmental Remediation Wastewater, Groundwater and Occasional or Special Wastes Sources from combined sewered areas into ~~any sewerage system under~~ the jurisdiction of the ~~GLWA~~Control Authority's Sewerage System, unless such person has been authorized by the ~~GLWA~~ Control Authority and is in possession of a current and valid permit authorizing the discharge of the Environmental Remediation Wastewater, Groundwater and Occasional or Special Wastes Sources.

Section VII-202. Pollutant Discharge Limits

The Control Authority shall apply or develop pollutant discharge limitations necessary to protect the ~~GLWA Wastewater Treatment Plant and collection~~Control Authority's Sewerage System, and at a minimum include:

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- a) The General Pollutant Prohibitions (Chapter II, Article II) shall be applied to all permit authorizations;
- b) The Specific Pollutant Prohibitions (Chapter II, Article III) shall be applied to all permit authorizations;
- c) For Underground Storage Tank and *Petroleum* clean-up projects, the additional discharge limitations shall be applied:

Benzene	20 ug/l
Toluene	20 ug/l
Ethylbenzene	20 ug/l
Xylene	20 ug/l

- d) As necessary, the Control Authority may develop special pollutant discharge limitations in concentration or mass necessary to carry out the intent of these rules. The determination of any such special pollutant discharge limitations shall be attached to any permit granted under these rules.

### Article III Special Discharge Permits

#### Section VII-301. Special Discharge Permit Application

Any Person seeking permission to discharge Environmental Remediation Wastewater, Groundwater and Occasional or Special Wastes Sources wastewater shall complete and submit to the Control Authority (on forms supplied by the Control Authority) a Special Discharge Permit Application (SDP Application). At a minimum, the application shall include the following information:

- a) The address, or other description of the location, which is the source or origin of the proposed discharge;
- b) The name and address of the (i) officers or principal owners of the real property; (ii) name of the person who will be responsible for operation of the facilities; (iii) any agents for these parties; and; (iv) any other persons seeking the ~~SD~~special discharge permit.
- c) The applicant shall provide at least one sample analysis which includes the 126 priority pollutants. Additional samples may be tested for pollutants above ~~detected~~detection levels or ~~for~~ which are present or expected to be present in the discharge.
- d) ~~Analytical~~Any information concerning the ~~pollutants~~the nature of operations conducted, or previously conducted at the property. ~~This analytical information shall be the Environmental Remediation Wastewater, Groundwater and Occasional or Special Wastes Sources wastewater.~~
- e) Any additional information or documentation necessary to support the application.
- f) The SDP Application shall be executed by an Authorized Representative of the person.
- g) Acceptance by ~~GLWA~~ Member Community. Applications shall be reviewed by the municipality or other unit of local government having jurisdiction over the geographical location for which the SDP is requested- and must be certified acceptable to such municipality or other unit of local government



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prior to submittal to the Control Authority. The certification shall be inclusive of any metering or payment requirements. This acceptance must be in writing.

Within 30 days of receipt of a completed SDP Application, the Control Authority shall notify, in writing, the person submitting the application of its approval or denial, and the reason(s) for denial. If approved, the ~~SDP~~special discharge permit shall be issued by the Control Authority to the owner of the real property from which the Wastewater originates as permittee and to the agents of the owner as co-permittees who will be responsible for operation of the facilities.

### Section VII-302. Special Discharge Permit

The Control Authority shall develop a special discharge permit form that shall contain, at a minimum, the following conditions:

- a) Statement of duration, which for special discharge permits shall not exceed one (1) year. The one (1) year term may be renewed upon receipt of an SDP Application petitioning renewal of the permit for an additional one (1) year term if submitted ninety (90) days prior to the expiration date of the existing ~~SDP~~special discharge permit.
- b) A provision against non-transferability of the ~~SDP Permit~~special discharge permit.
- c) Effluent discharge limitations authorized under Section II-202 of these rules.
- d) Self-monitoring, sampling, reporting, notification and recordkeeping requirements, including identification of the pollutants to be monitored, sampling points, sampling frequency and sample type. Sample collection and analysis shall conform to the requirements specified by the Control Authority.
- e) Requirements for specific treatment, if applicable, including best available technology. Justification for such treatment shall be made in writing and attached to the ~~SDP~~special discharge permit.
- f) Acknowledgement from ~~GLWA~~ Member Community.
- g) Other requirements including those specified in Section II-704.

### Section VII-303. Monitoring of Environmental Remediation Wastewater, Groundwater and Occasional or Special Wastes Sources

- a) Each person subject to the terms of these rules shall install and maintain, at its own expense, a control manhole or sampling site, including sampling and flow measurement operations applicable to the discharge.
- b) All ~~measurements, tests~~sampling and analysesanalysis shall be ~~conducted~~performed in accordance with ~~USEPA approved methods or applicable regulations contained in the absence thereof, the latest edition of Standard Methods 40 CFR 136 and amendments thereto.~~
- c) Any Flow Monitoring installation shall conform to the requirements and specifications of Chapter VI.

**Article IV. Other Provisions**

Section VII-401. Representatives of the Control Authority may enter upon the premises for which the ~~SDP~~special discharge permit has been issued, during reasonable hours, to perform gauging and sampling operations, for inspecting or examining facilities, premises, installations and processes, for inspection and copying of records, and for reviewing pretreatment operating procedures and to determine compliance with the terms and conditions of ~~the SDP~~special discharge permit.

Section VII-402. Fees

- a) Persons subject to the provisions of these rules are responsible for payment of applicable sewer charges, including any applicable Surcharges.
- b) Where the volume of Wastewater discharged under a ~~SDP~~special discharge permit exceeds 1,000,000 gallons per annum, the Industrial Waste control fee shall be assessed and paid prior to commencement of the discharge.

**Article V Enforcement**

The Control Authority shall enforce compliance with the ~~SDP~~special discharge permit in accordance with Chapter II, including a temporary suspension of the ~~SDP~~special discharge permit or revocation of the ~~SDP~~special discharge permit. Where the Control Authority has revoked the ~~SDP~~special discharge permit, the ~~SDP Permit Person~~special discharge permit holder may appeal the revocation order in accordance with Article VI of these rules.

**Article VI Appeal**

The decisions and actions taken by the Industrial Waste Control Group and the Control Authority affecting the administration, implementation, and enforcement of the Environmental Remediation Wastewater, Groundwater and Occasional or Special Wastes Sources Wastewater Program are subject to review through a two-step appeal process. Although the majority of disputes are resolved through open communication, there may be a point where a User seeks to formalize their objection(s) and seek administrative review. The Appeal procedures recognized under these rules are described in Chapter VIII.



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**CHAPTER VIII: ADMINISTRATIVE APPEAL PROCEDURES**


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The following rules describe the Administrative Appeals Procedures developed and adopted by the GREAT LAKES WATER Control Authority to resolve disputes with the technical subject matter of these rules; or resolve disputes on the meaning of these rules. A User who believes it is aggrieved of the actions of the Authority in enforcing these Rules may appeal to the Control Authority for the relief of that dispute. An appeal shall be made as follows:

**Article I ~~RECONSIDERATION AND APPEAL OF CONTROL AUTHORITY ACTION~~ PROCEDURE**

~~The Control Authority shall implement these rules in accordance with applicable laws, and consistent with the delegation of power as granted herein. The Control Authority shall be afforded the first opportunity to perform fact-finding; develop interpretations of disputed technical subject matter; and resolve disputes concerning the meaning of these rules, functions of which are within its "special competence".~~

~~These administrative procedures for *Reconsideration and Appeal of Control Authority Actions*, are adopted to promote administrative autonomy and efficiency and facilitate any subsequent judicial review.~~

**Section VIII-101. Reconsideration of Administrative Decision or Action Appeal Request**

- a) ~~A User adversely affected by an administrative decision, administrative enforcement action, or the construction or application of these rules may request the Control Authority to reconsider its action, by filing a written notice within twenty (20) days of the date of occurrence of the action.~~
- b) ~~The written notice shall be submitted to the GLWA Chief Compliance Officer or his or her designee and the Industrial Waste Control Operations Manager that includes a statement of the specific issue(s) being requested for reconsideration, and the information, documents and other records in support of the request; and shall request a meeting where the issue being requested for reconsideration, and the information, documents and other records in support of the request will be discussed or a written decision without such meeting. The Industrial Waste Control Operations Manager shall provide a written response to the GLWA Chief Compliance Officer within five (5) days.~~



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- e) ~~The GLWA Chief Compliance Officer or his or her designee shall review the request and all supporting materials; and:
  - 1) ~~If no meeting is requested, the GLWA Chief Compliance Officer or his or her designee shall provide a written response within ten (10) days of receipt of the request.~~
  - 2) ~~If a meeting is requested, the GLWA Chief Compliance Officer or his or her designee shall schedule a meeting within seven (7) but no more than twenty (20) days of receipt of the request. A written response shall be made within ten (10) days after the meeting or after receipt of any requested documentation from the Industrial User or IWC.~~~~
- d) ~~A User may rescind their request for reconsideration any time prior to the date a written response is due.~~
- e) ~~The written response will be sent to the User by Certified Mail and a copy retained in the User's file. These responses will also be used as a Decision of Record for application in like cases and matters.~~
- f) ~~Except where it is necessary to prevent pass-through, interference or other harm to the POTW or the sewerage system, the public, or to waters of the State, the filing of a request for reconsideration shall stay the Authority action until a written decision has been issued and the time for filing a request for a Section VIII-102 Appeal Hearing has lapsed.~~
- a) ~~The Section VIII-102 Appeal Hearing~~
  - a) ~~A User may request an Appeal hearing before the GLWA Board of (i) a written reconsideration response from the Industrial Waste Control Operations Manager; and/or (ii) a unilateral Administrative Order or Show Cause Hearing Order; and/or (iii) any final decision or order to deny issuance of a Wastewater Discharge Permit or revoke a Wastewater Discharge Permit, or wastewater service based on Section 1104. The request shall be assigned to an Administrative Law Judge (ALJ) selected by the GLWA Board.~~
  - b) ~~An appeal hearing request must:
    - 1) ~~Be submitted within twenty (20) days of the action(s) enumerated in subparagraph (a) to the General Offices of the GLWA;~~
    - 2) ~~Include a filing fee (non-refundable) of \$ 100.00;~~~~
  - c) ~~The hearing shall be conducted before an ALJ using the Hearing rules set forth below as applicable (See below) in these rules.~~
  - d) ~~The costs of the ALJ hearing shall be equally shared by each party.~~
  - e) ~~Except where it is necessary to prevent pass-through, interference or other harm to the POTW, the public, or to waters of the State, the filing of a request for an Appeal Hearing shall stay the~~

~~Control Authority action until a written decision has been issued.~~



~~DEPARTMENT OF ENVIRONMENTAL QUALITY  
OFFICE OF ADMINISTRATIVE HEARINGS  
CONTESTED CASE AND DECLARATORY RULING PROCEDURES~~

~~Filed with the Secretary of State on January 21, 2003~~

~~These rules take effect 7 days after filing with the Secretary of State~~

~~(By authority conferred on the department of environmental quality by sections 33 and 63 of Act No. 306 of the Public Acts of 1969, as amended, being SS24.233 and 24.263 of the Michigan Compiled Laws)~~

~~PART I. GENERAL PROVISIONS~~

~~R 324.1 Definitions:~~

~~Rule 1. (1) As used in these rules:~~

- ~~(a) "Act" means 1969 PA 306, MCL 24.201 et. seq.~~
- ~~(b) "Administrative law judge" means presiding officer as referred to in the act and the person designated by the director to conduct hearings under these rules.~~
- ~~(c) "Department" means the Great Lakes Water Authority~~
- ~~(d) "Director" means the CEO of the Great Lakes Water Authority, or their designee~~
- ~~(e) "Final decision maker" means the director or any other person to whom the director has delegated final decision making authority in contested cases.~~
- ~~(f) "Office" means the office of the CEO of the Great Lakes Water Authority~~
- ~~(g) "Petition" means a petition for a contested case hearing.~~
- ~~(h) "Petitioner" means a person who files a petition for a contested case hearing.~~
- ~~(i) "Respondent" means a person against whom a contested case proceeding is commenced.~~
- ~~(j) "Tribunal" means the adjudicative body retained by the department that conducts contested case hearings.~~

~~(2) Words defined in the act have the same meanings when used in these rules.~~

~~R 324.2 Construction of rules:~~

~~Rule 2. These procedural rules shall be construed to secure a fair, efficient, and impartial determination of the issues presented in contested cases consistent with due process and safeguarding the rights of the parties.~~

~~R 324.3 Scope of rules; statutory procedures; absence of procedures:~~

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~~Rule 3. (1) These rules govern all contested case proceedings before the department and requests for declaratory rulings.~~

~~(2) If a contested case is brought pursuant to a statute that provides governing procedures, the portions of these rules that are inconsistent with the statutory provisions do not apply, but any portion of these rules that is consistent with the statutory provisions apply in addition to those procedures. However, these rules do not apply to proceedings under Parts 615 and 617 of 1994 PA 451, MCL 324.61501, et seq. and 324.61701, et seq.~~

~~(3) If a rule does not address an issue of procedure, then chapter 4 of the act shall govern.~~

### ~~PART 2. COMMENCEMENT OF CONTESTED CASE PROCEEDING~~

~~R 324.21 Petition for contested case: required information: submission to the office: acknowledgment of receipt.~~

~~Rule 21. (1) A written petition for a contested case shall be on the form provided by the department or other document and shall include all of the following information:~~

- ~~(a) Facts or conduct that warrant a contested case;~~
- ~~(b) The identity of the persons involved and their relationship to the subject matter;~~
- ~~(c) Specific sections of applicable statutes and rules, if known;~~
- ~~(d) The specific remedies sought;~~
- ~~(e) A copy of the department's decision being challenged, if made in writing.~~

~~(2) The petition shall be signed by the person requesting a contested case or the person's authorized representative. A petition shall be mailed or delivered to the department. The date of receipt by the department shall be the date a petition is filed. Unless otherwise stated in a statute, a petition shall be filed within twenty (20) days from the date of the department's decision to be considered timely. A person shall submit a petition on a form provided by the department or a document that complies with the requirements with subrule (1) of this rule.~~

~~R 324.22 Investigation of petition: determination of tribunal: failure to provide opportunity to show compliance: notice to petitioner.~~

~~Rule 22. (1) Within a reasonable time after receipt of a petition for a contested case, the office, in conformity with any applicable statute or that rule, shall take 4 of the following actions:~~

- ~~(a) Request that the petitioner submit an amended petition providing a more detailed and definite statement of issues.~~



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~~(b) Place the petition on the docket of pending cases and acknowledge, in writing, its receipt and that a case is opened. The acknowledgement shall be sent to all parties, and the permit holder if applicable.~~

~~(c) Take any other appropriate action within its authority, including, but not limited to, the issuance of a sua sponte order of dismissal.~~

~~(2) If a petition raises questions relevant to a proper disposition of the petition, then the department may be requested to respond to the petition in writing. Following any action under this subrule, 4 of the actions under subrule (1) of this rule shall be taken.~~

~~(3) The petitioner shall be notified of any decision made under subrules (1) and (2) and shall be provided with a written explanation of the reasons for the decision.~~

~~(4) If it is determined the department has failed to provide the petitioner an opportunity to show compliance as required by §92 of the act, the matter shall be returned to the department for issuing a notice for an opportunity to show compliance or such other action as may be appropriate.~~

~~R 324.23 Contested case docket; docket numbers; notice to parties of docketing a case; commencement of contested case proceeding; no progress docket.~~

~~Rule 23. (1) The office shall maintain a docket of all pending petitions.~~

~~(2) A case docket number shall be assigned to all petitions. The number shall correspond, if possible, to the permit, application, or document number used by the department in the matter that is the subject of the petition. Parties shall include the docket number and petitioner's name on the first page of all pleadings or correspondence filed in a case.~~

~~(3) The office shall provide a copy of the petition to the respondent, and inform all parties of the docket number at the time of acknowledgment. The acknowledgment shall be considered notice of the commencement of the contested case proceeding.~~

~~(4) A no progress docket shall be maintained by the office. Failure of a petitioner to respond in a timely manner to any directive of the office may result in placing the case on the no progress docket.~~

~~(5) A party whose case is placed on the no progress docket shall be given notice and time to show cause why the case should not be dismissed for undue delay. A party shall submit the requisite documents, or otherwise respond to unanswered requests, as part of that party's response to the notice. If a party fails to respond to the notice within 21 days of its date, the case shall be dismissed with prejudice.~~

~~R 324.24 Service of notice by office; service by party; service on attorney; manner of service; proof of service.~~



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~~Rule 24. (1) The office shall serve documents by first class mail, unless otherwise required by statute. A copy of all documents shall be included in the case file. No proof of service shall be required of the office.~~

~~(2) Service by a party shall be made in person or by mail as specified in subrules (3) and (4) of this rule. A party shall serve all documents and pleadings filed in a contested case on all other parties. Service of documents shall be made on a party's attorney who has filed an appearance, if any, and shall be effective as service on the party.~~

~~(3) Personal service may be used if service by mail is required or permitted, unless otherwise required by statute. Personal service shall be made on a person or party by leaving orders, notices, and other documents with the person or party or with a party's attorney of record.~~

~~(4) Service by mail shall be accomplished by complying with both of the following requirements, except as otherwise required by statute:~~

~~(a) Enclosing a copy of the document or pleading in a sealed envelope with postage fully prepaid and addressed to the person to be served at that person's last known address. The envelope shall list the return address of the sender.~~

~~(b) Depositing the envelope and its contents in the mail.~~

~~(5) A person or party who has served a document or pleading in a contested case shall file with the office a proof of service at the time of filing the original pleading or document with the office. Proof of service shall be made as follows:~~

~~(a) If service is made by mail, proof of service shall be made by filing a certification of service that shows compliance with subrule (4) of this rule by specifying all of the following:~~

~~(i) The method of service.~~

~~(ii) The identity of the server.~~

~~(iii) The date and place of mailing.~~

~~(iv) The address where the materials were mailed.~~

~~(b) If the service is made by personal service, proof of service shall be made by filing an affidavit of service certifying all of the following:~~

~~(i) The method of service.~~

~~(ii) The identity of the server.~~

~~(iii) The person served.~~

~~(iv) The date and place of service.~~

### ~~PART 3. FINAL DECISION MAKER AND ADMINISTRATIVE LAW JUDGES~~



~~R 324.31 Final decision maker and administrative law judge: disqualification; motions; ruling on motions; review by office; oral motions; review by office.~~

~~Rule 31. (1) The final decision maker or an administrative law judge shall withdraw from a case if that person deems himself or herself personally biased, prejudiced, or otherwise disqualified to preside. Withdrawal shall be noted on the record and shall disclose the nature of the personal bias, prejudice, or disqualification. The director shall designate a replacement.~~

~~(2) A party may file a written motion to disqualify the final decision maker or an administrative law judge. A motion to disqualify shall be filed before the commencement of hearing or as soon as practicable after discovery of the alleged grounds for disqualification. A motion to disqualify shall be supported by an affidavit conforming to the standards of section 79 of the act and the Michigan court rules. An allegation that the administrative law judge is an employee of the department does not constitute a sufficient basis for disqualification.~~

~~(3) The administrative law judge presiding over the case shall rule on the motion to disqualify.~~

~~R 324.32 Administrative law judge: powers.~~

~~Rule 32. An administrative law judge may exercise the powers specified in section 80 of the act and any power described in these rules or delegated by the director pertaining to presiding officers.~~

~~R 324.33 Ex parte contact with final decision maker or administrative law judge.~~

~~Rule 33. Direct or indirect contact with the final decision maker or the administrative law judge who presides over the case by a party, a party's attorney, or any other person on behalf of a party concerning the merits of a case pending review is ex parte communication. Ex parte communication is prohibited and will subject a party or counsel to appropriate sanctions under R 324.59(2) or disciplinary action.~~

#### ~~PART 4. PREHEARING CONFERENCES~~

~~R 324.41 Prehearing conference; purpose.~~

~~Rule 41. (1) The administrative law judge may direct the parties to appear at the time and date established by the office for 1 or more prehearing conferences in order to do any of the following:~~

- ~~(a) Simplify and clarify factual and legal issues.~~
- ~~(b) Consider amendments to pleadings.~~
- ~~(c) Obtain admissions and stipulations of fact or authenticate evidence.~~
- ~~(d) Expedite the discovery and presentation of evidence.~~
- ~~(e) Produce all proposed exhibits in the possession of a party.~~
- ~~(f) Identify witnesses and generally describe the issues on which they may testify.~~
- ~~(g) Set a time for the exchange of any written testimony.~~



- ~~(h) Estimate the time required for the hearing.~~
- ~~(i) Discuss settlement or other disposition of the case.~~
- ~~(j) Set time limits for discovery, motions, and other matters.~~
- ~~(k) Determine the parties to the case.~~
- ~~(l) Set the time limit for the exchange of proposed exhibits and witness lists.~~
- ~~(m) Set the date, time, and place for the hearing.~~
- ~~(n) Consider other matters that may aid in the disposition of the proceedings.~~
- ~~(2) The administrative law judge may conduct a prehearing conference by a telephone conference call.~~

~~R 324.42 Prehearing conference; failure to appear; binding nature of conference; memorandum on witnesses and exhibits.~~

~~Rule 42. (1) If a party fails to appear for a prehearing conference after proper service of notice, and if no adjournment is granted, the administrative law judge may proceed with the conference. A party who fails to attend the conference without good cause shall be subject to any procedural agreements reached and any procedural order or procedural ruling made with respect to matters addressed at the conference, and the case may be placed on the no progress docket.~~

~~(2) The administrative law judge may order each party to exchange a list of witnesses the party intends to call and offer testimony at the hearing. The witness list shall identify the witness and contain a brief recitation of each witness's anticipated testimony. The curriculum vitae of a witness, who will be offered as an expert, shall be provided with the witness list. A witness not identified by the date established shall not be allowed to testify at the hearing without showing good cause. A witness not identified as required may be allowed to testify for the purpose of rebutting the exhibits or testimony of another party.~~

~~(3) The administrative law judge may order each party to exchange, or if appropriate identify, all proposed exhibits intended to be introduced during the party's direct case. An exhibit not exchanged or identified by the date established may not be entered on the record unless good cause is shown. The parties may stipulate to a schedule for the exchange of such materials, subject to the approval of the administrative law judge.~~

~~R 324.43 Prehearing conference; record of rulings and orders; summary; copies and corrections.~~

~~Rule 43. After a prehearing conference, the administrative law judge shall issue a conference summary setting forth the date, time, and place of the hearing. The conference summary shall also describe the agreements of the parties regarding the date for the exchange of witness lists and proposed exhibits, dates for filing motions and responses, discovery, and any other attendant~~



matters. The conference summary shall also set forth the factual stipulations of the parties. All of the terms and conditions in the conference summary shall become binding on the parties absent the filing of a written objection within the time prescribed in the conference summary.

#### PART 5. PREHEARING MATTERS

R 324.51 Appearance by attorney.

Rule 51. An attorney who represents a party in a contested case shall promptly file an appearance with the office.

R 324.52 Pleadings and other documents; form; statements of facts; answer; certification; manner of filing; time limits.

Rule 52. (1) Pleadings and other documents, including all of the following, may be permitted by the administrative law judge:

(a) An administrative complaint.

(b) A petition for contested case proceeding.

(c) Answers.

(d) Memoranda.

(e) Motions, briefs, and affidavits in support of, and responses to, a motion.

(2) Pleadings and other documents shall include the title and docket number of the case and be submitted on 8½ by 11-inch paper. The Michigan court rules may be used as to all matters of form.

(3) The paragraphs of an answer or response shall be numbered to correspond to the numbered paragraphs, if any, of the pleading to which they respond. If a pleading does not contain numbered paragraphs, the answer or response shall address the issues in the order presented.

(4) The original of each petition, pleading, or other documents shall be signed by the submitting party or by the party's authorized representative. The signature of an attorney constitutes a certification by the attorney that he or she has read the document; that to the best of the attorney's knowledge, information, and belief it is well grounded in fact and supported by law; and that it is not interposed for unwarranted delay, harassment, or any other improper purpose.

(5) Pleadings and other documents shall be filed by sending or delivering them to the office at its Lansing address, unless otherwise directed. The date of receipt or delivery at the office shall be used to determine whether a pleading or other document has been filed in a timely manner, unless the administrative law judge orders otherwise.

(6) If a pleading or other document is not filed in accordance with applicable time limits, then a party may move that it be stricken from the record. The motion shall be granted if the party making the late filing does not show good cause and the late filing will not prejudice the moving party.



~~R 324.53 Facsimile transmission of documents.~~

~~Rule 53. The office permits the use of facsimile communication equipment for the filing of documents. The following provisions govern the use of facsimile equipment for the filing of documents:~~

~~(a) All filings shall be on 8½ by 11 inch paper and consist of not more than 20 pages at any one time.~~

~~(b) A cover sheet that includes all of the following information shall accompany each transmission:~~

~~(i) Case name.~~

~~(ii) Case number.~~

~~(iii) Document title.~~

~~(iv) Name.~~

~~(v) Telephone number, and facsimile number of the sender.~~

~~(c) Documents received in the office after 5 p.m. eastern time are considered filed on the following business day.~~

~~(d) The original document shall be sent to the office by mail contemporaneous with the facsimile filing. Upon receipt of the original document, the office shall retain only the cover page of the facsimile filing in its file in order to verify the date of filing.~~

~~(e) For purposes of R 324.52(4), a signature includes a signature transmitted by facsimile communication equipment.~~

~~R 324.54 Electronic filing of pleadings and documents.~~

~~Rule 54. The office may permit the filing and service of pleadings and documents by electronic mail in circumstances that further the purpose of R 324.2. The original document shall be sent to the office by mail contemporaneous with the electronic filing. R 324.53 shall be a guide in determining the filing date and retention of documents filed electronically.~~

~~R 324.55 Summary disposition.~~

~~Rule 55. A party may move for full or partial summary disposition on any of the following grounds:~~

~~(a) The department lacks jurisdiction over the person or subject matter.~~

~~(b) The opposing party has failed to state a claim upon which relief can be granted.~~

~~(c) No genuine issue exists as to any material fact, and the moving party is, therefore, entitled to a favorable decision as a matter of law.~~

~~(d) The party asserting the claim lacks standing.~~

~~R 324.56 Application for order in pending action.~~



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~~Rule 56. An application for an order shall be made by motion. Unless made during a hearing, the motion shall be in compliance with all of the following provisions:~~

- ~~(a) Be in writing.~~
- ~~(b) State with particularity the grounds and authority upon which it is based.~~
- ~~(c) State the relief or order sought.~~
- ~~(d) Be signed by the party or attorney.~~

~~R 324.57 Response to motion; oral argument.~~

~~Rule 57. A party may file a written response to a written motion within 14 days or within a time specified by the administrative law judge. A party may request oral argument and the request may be granted at the discretion of the administrative law judge. The administrative law judge may order oral argument if he or she believes such argument will aid in the decision making process.~~

~~R 325.58 Motion to correct or strike pleadings; failure to obey if granted; time for submission if denied; striking material.~~

~~Rule 58. (1) An opposing party may move for a more definite statement of the issues on the ground that a pleading is so vague or ambiguous that it cannot be understood or answered.~~

~~The motion shall identify the defects or deficiencies.~~

~~(2) An order for a more definite statement shall be obeyed within 14 days after service of the order. If not obeyed, the administrative law judge may strike the pleading to which the motion was directed or enter any other order that is just.~~

~~(3) If a motion for a more definite statement is denied, the moving party shall file the responsive pleading that was delayed by the motion within 14 days after the date of the order.~~

~~(4) The administrative law judge, on motion by a party or on his or her own motion, may order either or both of the following stricken from any pleading:~~

- ~~(a) Redundant, irrelevant, immaterial, impertinent, scandalous, privileged, or indecent matter.~~
- ~~(b) All or any part of a pleading not drawn in conformity with these rules.~~

~~R 324.59 Depositions; discovery; failure to comply; order directing compliance; effect of refusal to obey order.~~

~~Rule 59. (1) The taking and use of depositions and other discovery shall be allowed only upon stipulation of the parties or by leave of the administrative law judge. A motion for discovery shall not be filed unless the discovery sought has been previously requested of a party and refused. The motion shall describe the nature of the discovery sought and the purpose of the discovery. A party against whom the discovery request is directed shall have 14 days to respond to the motion or within a time frame specified by the administrative law judge. If discovery is granted, it shall~~



~~proceed in the same manner as in the circuit courts. A deposition or other discovery taken pursuant to this subrule, may be offered as evidence at the discretion of the administrative law judge.~~

~~(2) If a party refuses to obey an order issued under subrule (1) of this rule, then the administrative law judge, on the motion of a party or sua sponte, may enter such orders addressing the refusal as are just, including, but are not limited to, any of the following:~~

~~(a) Deem that the facts sought under the original order are established for the purposes of the proceeding in accordance with the claim of the party obtaining the order;~~

~~(b) Prohibit the disobedient party from admitting new evidence supporting or opposing designated claims or defenses;~~

~~(c) Ordering that pleadings or parts of pleadings are stricken, staying further proceedings until the order is obeyed, dismissing the proceeding or a part of the proceeding, or defaulting the disobedient party;~~

~~R 324.59a Adjournment of hearings; written motion; time for serving; exceptions.~~

~~Rule 59a. (1) A hearing appeal request must be in writing, directed to the Chief Compliance Officer and received within 21 days of the decision or act that is the subject of the appeal. The appeal request shall be made in triplicate and shall set forth the specific act or matter complained of and in dispute. Additionally, the appeal request shall include all documentation which supports the User's position.~~

~~b) The Chief Compliance Officer shall within thirty (30) days of receipt of a written appeal request, acknowledge such receipt in writing to all interested parties. Thereafter, the Chief Compliance Officer shall arrange for a hearing to be held in accordance with Section 3 of this Chapter, or if appropriate, direct a representative of the IPP Program (IPP Representative) to schedule a conciliation meeting with the appellant as soon as practicable, at the mutual convenience of the parties to resolve the dispute.~~

## Article II      CONCILIATION MEETING

~~Section VIII-102, may be adjourned only by order of the administrative law judge on motion by a party or sua sponte. The administrative law judge may order an adjournment on stipulation of the parties at the discretion of the administrative law judge, if it is determined an adjournment is not in conflict with R 324.2.~~

~~(2) Before a hearing commences, a motion for adjournment shall be made in writing and state with particularity the reasons why an adjournment is necessary. A written motion served less than 5 days before the date set for hearing shall not be considered unless the administrative law judge finds that an exception should be made because of any of the following:~~



~~(a) The motion could not be served within the time limit for reasons not within the control of the party making the motion.~~

~~(b) The interests of justice require the exception.~~

~~(c) The parties have reached a settlement agreement and the specific date as to when the settlement will be finalized is provided in the motion.~~

~~R 324.59b Motion for extension of time.~~

~~Rule 59b. Requests for extensions of any time limit established in these rules shall be made by written motion and filed with the office before the expiration of the period originally prescribed or previously extended, except as otherwise provided by law, or by stipulation of the parties. A motion under this rule shall be granted only for good cause or on the written stipulation of the parties, and only if the order for extension would not be in conflict with R 324.2.~~

~~R 324.59c Accompaniment of written motion by proposed order.~~

~~Rule 59c. A written motion may be accompanied by a proposed order.~~

~~R 324.59d Application for intervention; filing; service; answers; oral argument; rulings.~~

~~Rule 59d. (1) A person who has legal standing and who seeks to intervene as a party in a contested case shall file an application to intervene with the office setting forth the legal authority and facts supporting intervention. A person who files an application shall serve copies on all parties known to the person at the time of application and provide proof of service at the time of filing. The office shall advise an applicant for intervention of the names and addresses of parties not served by the applicant, who shall then serve those parties and file a proof of service consistent with R 324.24.~~

~~(2) An application under subrule (1) of this rule shall not be granted until all parties have had an opportunity to answer the application in writing, unless the applicant is the permit holder. An answer shall be filed within 14 days after the date of service of the application or within the period of time established by an order of the administrative law judge.~~

~~(3) The administrative law judge shall consider whether intervention would be in conflict with R 324.2 or prejudice the rights of the existing parties. To avoid prejudice, intervention by a person may be denied or limited.~~

~~(4) The applicable statute and rules shall govern the issue of standing in a contested case hearing and these rules shall not be construed to either expand or restrict the legal standing of any person to intervene as a party in a contested case.~~

~~R 324.59e Joint hearing; consolidation of proceedings; representative actions; notice of intent to issue order; filing of objections.~~



~~Rule 59e. (1) When contested cases involving a substantial and controlling common question of fact or law or where multiple petitions have been filed regarding the same project or application are pending on the docket, the office may, on motion of a party or sua sponte, take any of the following actions provided that the interests of the parties are not prejudiced by such actions:~~

- ~~(a) Order a joint hearing on any or all of the matters at issue.~~
- ~~(b) Order the proceedings consolidated.~~
- ~~(c) Make other orders concerning the proceedings to avoid unnecessary costs or delays.~~
- ~~(d) Appoint a representative petitioner to fairly and adequately assert and protect the interests of all petitioners.~~

~~(2) Before issuing an order sua sponte under subrule (1), the office shall serve on the parties a notice of intent to issue the order. The parties shall have 14 days from service of the notice to file objections.~~

#### ~~PART 6. HEARINGS~~

~~R 324.61 Hearing: location.~~

~~Rule 61. A hearing shall be conducted in Lansing unless the administrative law judge orders a change of situs.~~

~~R 324.62 Hearing: record.~~

~~Rule 62. A hearing shall be conducted on the record. A certified court reporter or court recorder shall take a transcript of testimony. The record shall consist all of the following:~~

- ~~(a) The sworn testimony.~~
- ~~(b) Stipulations.~~
- ~~(c) Exhibits admitted into evidence.~~
- ~~(d) Offers of proof.~~
- ~~(e) Pleadings and motions filed.~~
- ~~(f) The rulings made.~~

~~The official record, excluding transcripts, shall be made available to the parties upon request. A request for a transcript shall be made to the court reporter and the cost shall be borne by the party making the request.~~

~~R 324.63 Hearing: opening statements; closing arguments.~~

~~Rule 63. A party may make, reserve, or waive an opening statement. A party may make a closing argument. The administrative law judge may order closing arguments to be submitted in writing and may require written proposed findings of fact and conclusions of law.~~



## GLWA Rules

~~R 324.64 Hearings: burden of proof: order of presentation of evidence: regulation of order of presentation: cross-examination.~~

~~Rule 64. (1) The party filing an administrative complaint or petition for a contested case hearing, a motion for summary disposition, or other motion as allowed by these rules, has the burden of proof and of moving forward unless otherwise required by law.~~

~~(2) All other parties shall present the evidence in an order determined by the administrative law judge. The administrative law judge may allow rebuttal testimony and may permit further testimony as deemed appropriate.~~

~~(3) The administrative law judge shall regulate the order of the hearing to promote the fair and efficient determination of the issues presented.~~

~~(4) Parties are entitled to cross-examine witnesses.~~

~~(5) Parties are entitled to offer evidence as to the facts at issue. Issues of law and policy are matters for argument and the administrative law judge may require they be addressed in writing.~~

~~(6) Admissibility of evidence shall be governed by section 75 of the act.~~

~~R 324.65 Witnesses: oath or affirmation: examination: written testimony: motion to strike testimony.~~

~~Rule 65. (1) Testimony of witnesses shall be taken only after an oath or affirmation is administered. A witness shall be examined orally.~~

~~(2) The administrative law judge may permit testimony to be submitted in written form or in the narrative. Testimony submitted in written form shall be filed with the office and served upon the parties not less than 14 days before a hearing scheduled in the matter unless otherwise ordered by the administrative law judge. A motion to strike written testimony shall be filed not less than 5 days in advance of the hearing unless otherwise permitted by the administrative law judge. A party submitting testimony in written form shall make the witness available for cross-examination.~~

~~(3) The administrative law judge shall issue subpoenas if authorized by statute pursuant to section 73 of the act.~~

### ~~PART 7. DECISION PROCESS~~

~~R 324.71 Proposal for decision: replacement of administrative law judge: exclusiveness of record: transcripts: briefs.~~

~~Rule 71. (1) The administrative law judge shall prepare a proposal for decision and serve it on the parties within a reasonable time after the hearing or the submission of written closing arguments. If the administrative law judge becomes unavailable, another administrative law judge may be~~



## GLWA Rules

assigned to read the record, including a transcription of the testimony, and to prepare a proposal for decision.

~~(2) A proposal for decision shall be based exclusively on the record made at the hearing.~~

~~The administrative law judge may rely on his or her expertise in evaluating the facts included in the record. Except as provided for under section 77 of the act, the administrative law judge shall not consider facts not on the record.~~

~~(3) The administrative law judge may require or permit the parties to submit written closing arguments at a time specified. A party submitting a brief containing references to a transcript shall include the page and volume numbers of the transcript. A brief containing references to exhibits shall include the exhibit numbers and identify the page number of the exhibit cited.~~

~~R 324.72 Proposal for decision; exceptions; written arguments; responses; review on the director's own motion.~~

~~Rule 72. (1) A party may file and serve exceptions and written argument supporting or opposing a proposal for decision under a schedule established by the office.~~

~~(2) A party's written argument in support of an exception or supporting or opposing a proposal for decision shall do all of the following:~~

~~(a) Identify any specific findings of fact in the proposal for decision to which exception is taken and identify the evidence in the record supporting the party's view.~~

~~(b) Identify specifically the evidence from the record supporting a party's view that other factual findings should have been made.~~

~~(c) Use the names of witness and exhibit numbers when referring to the record, including transcript volumes and page numbers, if relevant.~~

~~(d) State any specific conclusions of law to which exception is taken and the basis for the exception.~~

~~(e) If it is believed other conclusions of law should have been reached, submit them in writing, identify the basis for them in the record, and provide arguments supporting the proposed conclusion.~~

~~(f) Identify any policy judgment or exercise of discretion in the proposal for decision with which there is disagreement, provide argument as to why a different policy or discretionary decision is appropriate, submit a specific statement of policy or decision to replace any challenged policy or discretionary decision, and identify factors in the relevant statutes and rules supporting the proposed policy or exercise of discretion.~~

~~(g) State specifically the proposed decision the final decision maker should render.~~



## GLWA Rules

~~R 324.73 Proposal for decision; request for oral argument; opportunity for rebuttal.~~

~~Rule 73. (1) A party desiring to make oral argument in support of exceptions to a proposal for decision or in addition to written argument shall include a request in the exceptions filed under R 324.72. Oral argument may be granted by leave of the final decision maker and may be limited in scope and duration. Oral argument shall not be permitted without a written request supported by written exceptions and arguments filed in a timely manner. If oral argument is granted, notice shall be served on the parties.~~

~~(2) If oral argument is granted, all parties shall be given an opportunity for rebuttal argument, which the final decision maker may limit as to scope and duration.~~

~~(3) The final decision maker may schedule oral argument without a request for oral argument by a party.~~

~~R 324.74 Final decisions; evidence; date; basis for overturning proposal for decision; record for judicial review.~~

~~Rule 74. (1) Review of a proposal for decision by the final decision maker shall be restricted to the record made at the hearing and the exceptions and arguments submitted by the parties.~~

~~Issues not raised in the written exceptions and arguments shall not be considered at oral argument. The final decision maker shall not accept additional testimony or exhibits.~~

~~(2) Except as otherwise provided by law, the final decision maker shall issue a final agency decision within a reasonable time after the date for filing of any exceptions or, if oral argument is permitted, a reasonable time after argument.~~

~~(3) The final decision maker may remand, reverse, modify, or set aside a proposal for decision and make a final decision which differs from the proposal for decision. The final decision maker shall consider whether the proposal for decision is deficient due to any of the following:~~

~~(a) Misapplied a rule, statute, or constitutional provision governing the issues involved.~~

~~(b) Adopted an incorrect interpretation of a rule or statute or an incorrect conclusion of law.~~

~~(c) Incorporated typographical, mathematical, or other obvious errors that affect the substantial rights of 1 or all of the parties to the action.~~

~~(d) Failed to address a relevant issue.~~

~~(e) Made factual findings inconsistent with the evidentiary record.~~

~~(f) Improperly excluded or included evidence that substantially affects the outcome of the case.~~

~~(4) The final decision maker's order shall include findings of fact and conclusions of law pursuant to section 85 of the act. The final decision maker may adopt the proposal for decision or any part of it as the final agency decision.~~



~~(5) The final agency decision in a contested case is the exhaustion of administrative remedies as set forth in section 301 of the act.~~

~~R 324.75 Request for rehearing; objections; effect; remand for further consideration.~~

~~Rule 75. (1) A request for rehearing shall be addressed to the administrative law judge, served on the parties, and shall state the grounds upon which the moving party relies. A response to the motion shall not be filed, and there shall be no oral argument, unless the administrative law judge otherwise directs.~~

~~(2) Generally, and without restricting the discretion of the administrative law judge, a motion for rehearing or reconsideration which merely presents the same issues previously ruled on, either expressly or by reasonable implication, shall not be granted. The moving party shall demonstrate a palpable error by which the tribunal and the parties have been misled and show that a different disposition must result from the correction of the error. A rehearing may be ordered on grounds there is newly discovered evidence that could affect the outcome of the case only if the lack of its discovery is not attributable to the moving party.~~

~~(3) The final decision maker may determine the record or a proposal for decision is inadequate for purposes of his or her review or for judicial review, or that evidence was improperly included or excluded, and remand the case to the administrative law judge for further consideration.~~

#### ~~PART 8. DECLARATORY RULINGS~~

~~R 324.81 Declaratory rulings.~~

~~Rule 81. (1) An interested person requesting a declaratory ruling as to the applicability of a licensing statute, rule, or order administered by the department to an actual state of uncontested facts may do so on a form provided by the department. Requests regarding enforcement issues are not a proper subject for a declaratory ruling. The department shall not process a request that is incomplete. The request shall contain, at a minimum, all of the following information:~~

~~(a) The requesting person's name, mailing address, and telephone number.~~

~~(b) The requesting person's interest in the matter, including assertions regarding the person's legal standing to request a declaratory ruling.~~

~~(c) The statute, rule, or order to which the request applies.~~

~~(d) A detailed statement of the actual uncontested facts to which the statute, rule, or order may apply. Drawings, sketches, photographs, illustrations, and maps may be attached to the form.~~

~~(2) Within 60 days of receipt of the request, the department shall take 1 of the following actions:~~

~~(a) Deny the request and state the reasons for the denial.~~

~~(b) Grant the request and issue the declaratory ruling.~~



## GLWA Rules

~~(c) Advise the person requesting the ruling that further clarification of the facts must be provided, or that the department requires additional time to conduct a review, including, but not limited to, an on-site investigation.~~

~~(3) If subrule (2)(c) of this rule is invoked, the department shall either deny or grant the request within 60 days after receiving satisfactory clarification of facts from the requesting person or from the date the department notifies the requesting person of the need for additional time to investigate.~~

~~(4) The department shall issue a declaratory ruling only in matters where all relevant facts are stipulated to by the requesting party and appropriate division. If relevant facts necessary to issue a declaratory ruling are contested, then a declaratory ruling shall not be issued.~~

~~(5) A denial or adverse decision of a declaratory ruling does not entitle a person to a contested case hearing.~~

### Epilogue

#### Conciliation Meeting Procedure

a) If a conciliation meeting is held, it shall be open to all interested parties and their representatives. The meeting may be adjourned to a mutually acceptable date or dates.

b) If the User or IPP Representative determines that the dispute cannot be resolved through the conciliation meeting process, the parties shall so inform the Chief Compliance Officer in writing and request a hearing in accordance with Section 3 of this Chapter. If future conciliation meetings are no longer needed, the Chief Compliance Officer shall notify the parties involved and issue a decision within fifteen (15) days, in writing, by mail, to the interested parties to the dispute.

c) If it is determined by all interested parties and the IPP Representative that the dispute has been satisfactorily resolved through the conciliation meeting process, within thirty (30) days of the last conciliation meeting, the IPP Representative shall reduce such resolution to the form of a written agreement or order for signature by the interested parties.

### Article III HEARING PROCEDURE

#### Section VIII-103. Hearing Procedure

a) In the event a hearing is required pursuant to Sections 1 or 2(b) of this Chapter, the Chief Compliance Officer shall promptly appoint a disinterested hearing officer with suitable qualifications to conduct an administrative hearing and to receive testimony and evidence presented by the aggrieved party. The hearing officer shall also receive testimony and evidence from the Control Authority or others as he or she deems necessary.

## GLWA Rules

b) The hearing officer shall conduct the hearing and file a written report of said hearing with the Chief Compliance Officer or his designee within thirty (30) days of his/her appointment. The hearing officer shall have the right to extend this thirty-day period for good cause. However, in such event, his/her report will be submitted to GLWA Chief Compliance Officer within fifteen (15) days of the conclusion of the hearing and the taking of testimony and evidence.

c) The hearing officer's report shall include a brief statement of factual matters at issue, the nature of the testimony and evidence received and shall include a recommendation to either uphold or modify the decision or action in question on such terms as the hearing officer deems equitable.

d) Upon receipt of the hearing officer's report, the Chief Compliance Officer shall render his/her decision in writing within fifteen days of the receipt of the report. In any event, the Chief Compliance Officer shall not be bound by the recommendation of the hearing officer. The decision of the Chief Compliance Officer shall be final and enforceable at law, unless the appeal involves a citation and a subsequent appeal is made within sixty (60) days and the Authority grants a review of the Chief Compliance Officer's decision. The decision of the Authority shall be final.

e) A person or Member Community aggrieved by a final decision of the Chief Compliance Officer or the Authority may petition to the Wayne County Circuit Court for judicial review. The petition shall be filed not later than sixty (60) days following the receipt of the final decision. An aggrieved person or municipality shall exhaust all administrative remedies provided in this Section before seeking judicial review.

f) With respect to the hearing conducted, the hearing officer shall not be bound strictly by the rules of evidence which would apply in a court of competent jurisdiction. The hearing officer shall have the authority to receive such evidence as he/she deems relevant and material and to give the evidence received such weight and probative value as, in the hearing officer's discretion, is deemed proper.

### SAVINGS CLAUSE

If any provision, paragraph, section or article of these rules are invalidated by any court of competent jurisdiction, the remaining provisions, paragraphs, words, sections and articles shall not be affected and shall continue in full force and effect.

Approved: \_\_\_\_\_

Published: \_\_\_\_\_

Effective: \_\_\_\_\_



## SUMMARY OF SUBSTANTIVE UPDATES TO GLWA IPP RULES

Page Number	Action	Explanation
Page 3	Updated the definition of "Authorized Representative"	Clarification
Page 4	Added definition of "Chief Compliance Officer"	Clarification
Page 5	Deleted definition of "Dental Industrial User"	No longer applicable under new Regulations
Page 5	Updated definition of "Existing source"	Clarification
Page 6	Deleted definition of "Great Lakes Water Authority"	Definition is encompassed in Control Authority
Page 6	Deleted definition of "Great Lakes Water Authority (GLWA) Member Community"	Duplicative, definitions found elsewhere (Preamble and page 7)
Page 6	Updated definition of "High Strength Wastewater"	Reflects EGLE's new regulatory limits
Page 6	Updated definition of "Industrial user"	Necessary for Rule consistency
Page 7	Added a definition of "Instantaneous Limit"	Clarification
Page 7	Deleted definition of "May"	Unnecessary
Page 7	Deleted definition of "Minor User"	Duplicative
Page 8	Deleted the definition of "Non-significant Categorical Industrial User"	Definition clarified on page 11
Page 9	Added definition of "PFAS Compounds"	Updated PFAS language required by EGLE
Page 10	Added language to definition of "POTW"	Definition clarification
Page 12	Deleted definition of "Users"	Updated more specific definition
Page 12	Added definition of "Users" or "Nondomestic User" or "Industrial User"	Definition clarification
Page 12	Updated the definition of "Waters"	Clarification
Page 14	Board authorizes the CEO as Control Authority (previously IWC Operations Manager)	Clarification
Page 18	Deleted GLWA Board adoption language	Clarified in definition of Control Authority
Page 20	Added language to Section II-301 recognizing NPDES Permit	Clarification
Page 24	Added subsection (g) requiring immediate notification for slug discharges	Facility safety
Page 27	Updated Hazardous Waste Notification Procedure	Clarification

Page 30	Added language regarding requesting a conference to discuss sample results	Aligns with new Appeal procedure
Page 33	Deleted language regarding Non-significant Categorical Industrial User	Deleted for consistency
Page 36	Deleted language referencing a Non-significant Categorical Industrial User or Dental Industrial User	Deleted for consistency with new rules
Page 43-44	Deleted language regarding periodic compliance reporting frequency	Updated section after consultation with customers and EGLE
Page 53-56	Added requirements for PFAS Compounds	New PFAS language required by EGLE
Page 57	Added language to Section II-1101 Upsets	Reflects EGLE's new limits
Page 59-60	Added language clarifying "Significant Noncompliance Criteria" and updated numeric pretreatment standards	Updated language to reflect definition changes and CFR references
Pages 69-77	Added "* Signifies Domestic Strength Level"	Clarification
Page 89	Deleted language regarding analytical information	Updated to reflect EGLE's new structure
Page 90	Added and deleted language regarding 40 CFR 136	Updated CFR References
Page 92	Added language identifying an aggrieved party of the Appeal process	Previous Appeals section deleted and updated
Pages 92-111	Deleted the former Appeals Procedure	Previous Appeals section deleted and updated
Page 104	Added language consistent with the new Appeal Process	Updated to reflect new Appeal process
Pages 111-112	Added language consistent with the new Appeal Process	Updated to reflect new Appeal process

10A



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

RECEIVED  
JUN 16 2020  
CITY OF GROSSE POINTE WOODS  
CLERK'S DEPARTMENT

June 8, 2020

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

Reference: 2019 Sewer Open Cut Repair Program  
City of Grosse Pointe Woods  
AEW Project No. 0160-0413

Dear Ms. Behrens:

Enclosed please find Construction Pay Estimate No. 3 for the above referenced project. For work performed through May 31, 2020 we recommend issuing payment for the *Net Earnings this Period (see Page 2)* in the amount of **\$113,050.92** to Fontana Construction Services, 6340 Sims Drive, Sterling Heights, MI 48313

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

Sincerely,

Frank D. Varicalli  
Project Manager

PO # 19-45638  
592-537-976.002 \$ 113,050.92  
June 8, 2020

cc: Bruce Smith, City Administrator  
Frank Schulte, Director of Public Services  
Jeanne Duffy  
Susan Como  
Fontana Construction Services





## Construction Pay Estimate Report

Anderson, Eckstein and Westrick, Inc.

6/8/2020 8:04 AM

FieldManager 5.3c

**Contract: .0160-0413, 2019 Sewer Open Cut Repair Program**

<b>Estimate No.</b> 3	<b>Estimate Date</b> 6/1/2020	<b>Entered By</b> Michelle Ankawi	<b>Estimate Type</b> Semi-Monthly	<b>Managing Office</b> Anderson, Eckstein and Westrick, Inc.	
<b>All Contract Work Completed</b>		<b>Construction Started Date</b>	<b>Prime Contractor</b> Fontana Construction, Inc. 6340 Sims Drive Sterling Heights MI 48313		
<b>Comments</b> Current Contract Amount: \$519,779.00 % Completed: 70%					

### Item Usage Summary

**Project: 0160-0413, 2019 Sewer Open Cut Repair Program**  
**Category: 0000,**

Item Description	Unit	Item Code	Prop. Ln.	Project Line No.	Item Type	Mod. No.	Quantity	Item Price	Dollar Amount
Sidewalk, Rem	Syd	2040055	0040	0040	00	000	82.300	5.00	\$411.50
_ Driveway, Conc, Rem	Syd	2047011	0045	0045	00	000	127.200	9.00	\$1,144.80
Dr Structure Cover, Adj, Case 1, Modify	Ea	4030004	0095	0095	00	000	9.000	200.00	\$1,800.00
Dr Structure, Adj, Add Depth	Ft	4030280	0105	0105	00	000	2.000	1.00	\$2.00
_ Dr Structure Cover, Catch Basin	Ea	4037050	0110	0110	00	000	2.000	551.00	\$1,102.00
_ Dr Structure Cover, Manhole	Ea	4037050	0115	0115	00	000	5.000	510.00	\$2,550.00
_ Joint, Expansion, E2	Ft	6027001	0160	0160	00	000	5.500	25.00	\$137.50
_ Joint, Expansion, ERG, Modified	Ft	6027001	0165	0165	00	000	26.200	25.00	\$655.00
Lane Tie, Epoxy Anchored	Ea	6030030	0175	0175	00	000	415.000	5.00	\$2,075.00
Pavt Repr, Nonreinf Conc, 8 inch	Syd	6030044	0180	0180	00	000	928.100	75.00	\$69,607.50
Pavt Repr, Rem	Syd	6030080	0185	0185	00	000	928.100	10.00	\$9,281.00
_ Full Depth Sawcutting	Ft	6037001	0190	0190	00	000	1,506.500	2.00	\$3,013.00
Driveway, Nonreinf Conc, 6 inch	Syd	8010005	0200	0200	00	000	95.300	80.00	\$5,718.00
Detectable Warning Surface	Ft	8030010	0215	0215	00	000	15.000	40.00	\$600.00
Sidewalk, Conc, 4 inch	Sft	8030044	0225	0225	00	000	596.700	6.00	\$3,580.20
Sidewalk, Conc, 6 inch	Sft	8030046	0230	0230	00	000	42.500	6.00	\$255.00
_ Sidewalk Ramp, Conc, 8 inch	Sft	8037010	0240	0240	00	000	102.800	9.00	\$925.20
_ Traffic Control and Maintenance	LS	8127051	0245	0245	00	000	0.450	10,000.00	\$4,500.00
<b>Subtotal for Category 0000:</b>									<b>\$107,357.70</b>
<b>Subtotal for Project 0160-0413:</b>									<b>\$107,357.70</b>
<b>Total Estimated Item Payment:</b>									<b>\$107,357.70</b>



# Construction Pay Estimate Report

Anderson, Eckstein and Westrick, Inc.

6/18/2020 8:04 AM

FieldManager 5.3c

## Time Charges

Site	Site Description	Site Method	Days Charged	Liq. Damages
00	SITE NUMBERS SHOULD BE CODED 00	Completion Date	29	\$0
<b>Total Liquidated Damages:</b>				<b>\$0</b>

## Pre-Voucher Summary

Project	Voucher No.	Item Payment	Stockpile Adjustment	Dollar Amount
0160-0413, 2019 Sewer Open Cut Repair Program	0003	\$107,357.70	\$0.00	\$107,357.70
<b>Voucher Total:</b>				<b>\$107,357.70</b>

## Summary

Current Voucher Total:	\$107,357.70	Earnings to date:	\$364,289.90
-Current Retainage:	(\$5,693.22)	- Retainage to date:	\$20,000.00
-Current Liquidated Damages:	\$0.00	- Liquidated Damages to date:	\$0.00
-Current Adjustments:	\$0.00	- Adjustments to date:	\$0.00
<b>Total Estimated Payment:</b>	<b>\$113,050.92</b>	<b>Net Earnings to date:</b>	<b>\$344,289.90</b>
		- Payments to date:	\$231,238.98
		<b>Net Earnings this period:</b>	<b>\$113,050.92</b>

## Estimate Certification

I certify the items included on this report constitute my estimate of work completed and due the contractor as of the date of this document.

Frank D. Vericalli, AEW

(Date)



## Construction Pay Estimate Amount Balance Report

Estimate: 3

6/8/2020 8:04 AM

FieldManager 5.3c

Anderson, Eckstein and Westrick, Inc

**Contract: .0160-0413, 2019 Sewer Open Cut Repair Program**

**Project: 0160-0413, 2019 Sewer Open Cut Repair Program**

**Category: 0000,**

Prop. Line	Item Description	Item Code	Authorized Qty.	Unit	Quantity This Estimate	Qty. Paid To Date	Total Qty. Placed	% Cpt	Unit Price	Dollar Amt. Paid To Date
0006	_ Audio Visual Record of all Construction Influence Areas	1027051	1.000	LS		1.000	1.000	100%	3,245.00000	\$3,245.00
0010	_ Bonds, Insurance & Mobilization Expense- (3% Max)	1027051	1.000	LS		1.000	1.000	100%	14,500.00000	\$14,500.00
0018	_ Tree, Rem	2027050	2.000	Ea		5.000	5.000	250%	600.00000	\$2,500.00
0020	_ Dr Structure, Rem	2030011	23.000	Ea		22.000	22.000	96%	300.00000	\$6,600.00
0026	_ Sewer, Rem, Less than 24 inch	2030015	60.000	Ft		714.000	714.000	119%	15.00000	\$10,710.00
0030	_ Sewer, Rem, 24 inch to 48 inch	2030018	60.000	Ft		116.000	116.000	193%	20.00000	\$2,320.00
0036	_ Curb and Gutter, Rem	2040020	100.000	Ft		0.000			5.00000	
0040	_ Sidewalk, Rem	2040055	326.000	Syd	82.300	88.800	88.800	27%	5.00000	\$444.00
0045	_ Driveway, Conc, Rem	2047011	276.000	Syd	127.200	127.200	127.200	46%	9.00000	\$1,144.80
0060	_ Subgrade Undercutting, Modified	2057021	100.000	Cyd		20.700	20.700	21%	9.00000	\$186.30
0055	_ Maintenance Gravel, LM	3060021	250.000	Cyd		122.200	122.200	49%	15.00000	\$1,833.00
0060	_ Sewer, CI IV, 36 inch, Tr Det B	4020995	60.000	Ft		58.000	58.000	97%	190.00000	\$11,020.00
0066	_ Sewer, Post-Construction, CCTV	4027001	1,350.000	Ft		0.000			10.00000	
0070	_ Sewer, SDR 23.5 PVC, 10 inch, Tr Det B	4027001	400.000	Ft		486.000	486.000	117%	191.50000	\$89,238.00
0075	_ Sewer, SDR 23.5 PVC, 12 inch, Tr Det B	4027001	175.000	Ft		220.000	220.000	126%	135.00000	\$29,700.00
0080	_ Dr Structure, Tap, 4 inch - 12 inch	4027050	5.000	Ea		5.000	6.000	100%	500.00000	\$2,500.00
0085	_ External Structure Wrap, 18 inch	4027050	36.000	Ea		0.000			520.00000	
0090	_ Sewer Bulkhead, 6 inch - 12 inch	4027050	10.000	Ea		4.000	4.000	40%	200.00000	\$800.00
0095	_ Dr Structure Cover, Adj, Case 1, Modille	4030004	11.000	Ea	9.000	10.000	10.000	91%	200.00000	\$2,000.00
0100	_ Dr Structure Cover, Adj, Case 2	4030008	1.000	Ea		0.000			500.00000	
0105	_ Dr Structure, Adj, Add Depth	4030280	40.000	Ft	2.000	2.000	2.000	5%	1.00000	\$2.00
0110	_ Dr Structure Cover, Catch Basin	4037050	27.000	Ea	2.000	24.000	24.000	89%	551.00000	\$13,224.00
0116	_ Dr Structure Cover, Manhole	4037050	7.000	Ea	5.000	6.000	6.000	86%	510.00000	\$3,060.00
0120	_ Dr Structure Trap, 10 inch	4037050	18.000	Ea		12.000	12.000	75%	330.00000	\$3,960.00
0125	_ Dr Structure Trap, 12 inch	4037050	6.000	Ea		8.000	8.000	133%	361.00000	\$2,888.00
0130	_ Dr Structure, 24 inch dia w/ Sump	4037050	5.000	Ea		4.000	4.000	80%	1,840.00000	\$7,360.00
0135	_ Dr Structure, 30 inch dia w/ Sump	4037050	18.000	Ea		17.000	17.000	94%	2,800.00000	\$44,200.00

Contract: .0160-0413

Estimate: 3

Page 1 of 3





# Construction Pay Estimate Amount Balance Report

Estimate: 3

6/8/2020 8:04 AM

Anderson, Eckstein and Westrick, Inc.

Field/Manager 5.3c

Project: 0160-0413, 2018 Sewer Open Cut Repair Program

Category: 0000,

Prop. Line	Item Description	Item Code	Authorized Qty.	Unit	Quantity This Estimate	Qty. Paid To Date	Total Qty. Placed	% Cpt	Unit Price	Dollar Amt. Paid To Date
0140	_ Dr Structure, Manhole, 48 inch dia	4037050	2.000	Ea		1.000	1.000	50%	2,953.00000	\$2,953.00
0145	Underdrain, Subgrade, 4 inch	4040071	675.000	Ft		218.000	218.000	32%	10.00000	\$2,180.00
0150	HMA, 13A	5010033	30.000	Ton		0.000			270.00000	
0155	_ Cold Patch	5017031	100.000	Ton		0.000			200.00000	
0160	_ Joint, Expansion, E2	6027001	60.000	Ft	5.500	5.500	5.500	11%	25.00000	\$137.50
0165	_ Joint, Expansion, ERG, Modified	6027001	50.000	Ft	26.200	26.200	26.200	52%	25.00000	\$656.00
0170	Cement	6030005	1.000	Ton		0.000			59.00000	
0175	Lane Tie, Epoxy Anchored	6030030	600.000	Ea	415.000	429.000	429.000	72%	5.00000	\$2,145.00
0180	Pavt Repr, Nonreinf Conc, 8 inch	6030044	1,459.000	Syd	928.100	950.100	950.100	66%	75.00000	\$71,257.50
0185	Pavt Repr, Rem	6030090	1,600.000	Syd	928.100	950.100	950.100	59%	10.00000	\$9,501.00
0190	_ Full Depth Sawcutting	6037001	1,200.000	Ft	1,506.500	1,547.700	1,547.700	129%	2.00000	\$3,095.40
0195	_ Curb Casting	7177050	1.000	Ea		0.000			150.00000	
0200	Driveway, Nonreinf Conc, 6 inch	8010006	275.000	Syd	95.300	95.300	95.300	35%	60.00000	\$5,718.00
0205	Driveway, Nonreinf Conc, 8 inch	8010007	100.000	Syd		0.000			70.00000	
0210	Curb and Gutter, Conc, Det F4	8020038	100.000	Ft		0.000			25.00000	
0215	Detectable Warning Surface	8030010	25.000	Ft	15.000	15.000	15.000	60%	40.00000	\$600.00
0220	Sidewalk Ramp, Conc, 4 inch	8030034	200.000	Sft		0.000			7.00000	
0225	Sidewalk, Conc, 4 inch	8030044	2,050.000	Sft	596.700	655.200	655.200	32%	6.00000	\$3,931.20
0230	Sidewalk, Conc, 6 inch	8030045	600.000	Sft	42.500	42.500	42.500	7%	6.00000	\$255.00
0235	Sidewalk, Conc, 8 inch	8030048	100.000	Sft		0.000			3.00000	
0240	_ Sidewalk Ramp, Conc, 8 inch	8037010	250.000	Sft	102.800	102.800	102.800	41%	9.00000	\$925.20
0245	_ Traffic Control and Maintenance	8127051	1.000	LS	0.450	0.750	0.750	75%	10,000.00000	\$7,500.00
0250	_ Surface Restoration, Seeding	8167011	750.000	Syd		0.000			9.00000	
0255	_ Surface Restoration, Sodding	8167011	250.000	Syd		0.000			10.00000	
0260	_ Deliverables - Post CCTV	8267051	1.000	LS		0.000			500.00000	



# Construction Pay Estimate Amount Balance Report

Estimate: 3

6/8/2020 8:04 AM

Anderson, Eckstein and Westrick, Inc.

FieldManager 5.3c

Project: 0160-0413, 2019 Sewer Open Cut Repair Program

Category: 0000,

Prop. Line	Item Description	Item Code	Authorized Qty.	Unit	Quantity This Estimate	Qty. Paid To Date	Total Qty. Placed	% Cpt	Unit Price	Dollar Amt. Paid To Date
0265	Fencing, Remove and Reinstall	8507050	2,000	Ea		0.000			500.00000	
<b>Subtotal for Category 0000:</b>										<b>364289.90</b>
<b>Subtotal for Project 0160-0413:</b>										<b>364289.90</b>

Percentage of Contract Completed(curr): 70%  
(total earned to date / total of all authorized work)

Total Amount Earned This Estimate: \$107,357.70  
Total Amount Earned To Date: \$364,289.90

10B



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

June 8, 2020

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

**RECEIVED**  
JUN 16 2020  
CITY OF GROSSE POINTE WOODS  
CLERK'S DEPARTMENT

Reference: 2019 Sewer Structure Rehabilitation  
Repair Program, City of Grosse Pointe Woods  
AEW Project No. 0160-0411

Dear Ms. Behrens:

Enclosed please find Construction Pay Estimate No. 10 for the above referenced project. For work performed through May 31, 2020, we recommend issuing payment for the *Net Earnings this Period (see Page 2)* in the amount of \$161,933.46 be made to L. Anthony Construction Inc., 11085 Lisa Ln., Shelby Twp., MI, 48316

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

Sincerely,

Frank D. Varicalli  
Project Manager

**PO # 19-45446**

	202-451-974.200	\$ 1,067.51
	203-451-974.200	\$ 22,417.74
cc: Bruce Smith, City Administrator	592-537-975.400	\$ 27,427.03
Frank Schulte, Director of Public Services	592-537-976.002	\$ 111,021.18
Jeanne Duffy		<u>\$ 161,933.46</u>
Susan Como		
L. Anthony Construction Inc.		

**June 8, 2020**

*C. Behrens*  
*OK - FIS*  
*6/9/2020*





## Construction Pay Estimate Report

Anderson, Eckstein and Westrick, Inc.

6/9/2020 8:47 AM

FieldManager 5.3c

**Contract: .0160-0411, 2019 Sewer Structure Rehabilitation**

<b>Estimate No.</b> 10	<b>Estimate Date</b> 6/1/2020	<b>Entered By</b> Michelle Ankawi	<b>Estimate Type</b> Semi-Monthly	<b>Managing Office</b> Anderson, Eckstein and Westrick, Inc.	
<b>All Contract Work Completed</b>		<b>Construction Started Date</b>	<b>Prime Contractor</b> L. Anthony Construction 11085 Lisa Lane Shelby Township MI 48316		
<b>Comments</b> Current Contract Amount: \$606,770.00 % Completed: 88%					

### Item Usage Summary

**Project: 0160-0411, 2019 Sewer Structure Rehabilitation**

**Category: 0000,**

Item Description	Unit	Item Code	Prop. Ln.	Project Line No.	Item Type	Mod. No.	Quantity	Item Price	Dollar Amount
_ Catch Basin Trap	Ea	4037050	0085	0085	00	000	8.000	500.00	\$4,000.00
_ Dr Structure Cover, Catch Basin	Ea	4037050	0090	0090	00	000	6.000	500.00	\$3,000.00
_ Dr Structure Cover, Storm Manhole	Ea	4037050	0095	0095	00	000	10.000	500.00	\$5,000.00
_ Driveway, Conc, Rem	Syd	2047011	0025	0025	00	000	218.600	7.00	\$1,530.20
_ Full Depth Sawcutting through Existing Pavement, Driveway, or Curb	Ft	6037001	0145	0145	00	000	2,412.200	1.30	\$3,135.86
_ Joint, Expansion, Erg, Modified	Ft	6027001	0120	0120	00	000	76.100	20.00	\$1,522.00
_ Pavt Repr, Rem, Modified	Syd	6037011	0150	0150	00	000	1,465.900	10.00	\$14,659.00
_ Sidewalk Ramp, Conc, 8 inch	Sft	8037010	0185	0185	00	000	269.300	8.00	\$2,154.40
_ Traffic Maintenance and Control Detectable Warning Surface	Ft	8030010	0170	0170	00	000	30.000	30.00	\$900.00
Dr Structure Cover, Adj, Case 1	Ea	4030005	0060	0060	00	000	18.000	200.00	\$3,600.00
Dr Structure, Adj, Add Depth	Ft	4030280	0075	0075	00	000	6.000	150.00	\$900.00
Driveway, Nonreinf Conc, 6 inch	Syd	8010005	0160	0160	00	000	218.600	54.00	\$11,804.40
Joint, Expansion, E2	Ft	6020207	0115	0115	00	000	55.700	15.00	\$835.50
Lane Tie, Epoxy Anchored	Ea	6030030	0130	0130	00	000	712.000	5.00	\$3,560.00
Pavt Repr, Nonreinf Conc, 8 inch	Syd	6030044	0135	0135	00	000	1,465.900	56.00	\$82,090.40
Sidewalk, Conc, 4 inch	Sft	8030044	0175	0175	00	000	1,404.400	5.50	\$7,724.20
Sidewalk, Rem	Syd	2040055	0020	0020	00	000	185.800	5.00	\$929.00
<b>Subtotal for Category 0000:</b>									<b>\$151,594.96</b>
<b>Subtotal for Project 0160-0411:</b>									<b>\$151,594.96</b>
<b>Total Estimated Item Payment:</b>									<b>\$151,594.96</b>



# Construction Pay Estimate Report

Anderson, Eckstein and Westrick, Inc.

6/8/2020 8:47 AM

FieldManager 5.3c

## Time Charges

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

## Pre-Voucher Summary

Project	Voucher No.	Item Payment	Stockpile Adjustment	Dollar Amount
0160-0411, 2019 Sewer Structure Rehabilitation	0010	\$151,594.96	\$0.00	\$151,594.96
<b>Voucher Total:</b>				<b>\$151,594.96</b>

## Summary

Current Voucher Total:	\$151,594.96	Earnings to date:	\$535,750.97
-Current Retainage:	(\$10,338.50)	- Retainage to date:	\$20,000.00
-Current Liquidated Damages:	\$0.00	- Liquidated Damages to date:	\$0.00
-Current Adjustments:	\$0.00	- Adjustments to date:	\$0.00
<b>Total Estimated Payment:</b>	<b>\$161,933.46</b>	<b>Net Earnings to date:</b>	<b>\$515,750.97</b>
		- Payments to date:	\$353,817.51
		<b>Net Earnings this period:</b>	<b>\$161,933.46</b>

## Estimate Certification

I certify the items included on this report constitute my estimate of work completed and due the contractor as of the date of this document.

Frank Varicalli

(Date)



# Construction Pay Estimate Amount Balance Report

Estimate: 10

6/8/2020 8:47 AM

FieldManager 5.3c

Anderson, Eckstein and Westrick, Inc.

**Contract: .0160-0411, 2019 Sewer Structure Rehabilitation**

**Project: 0160-0411, 2019 Sewer Structure Rehabilitation**

**Category: 0000,**

Prop. Line	Item Description	Item Code	Authorized Qty.	Unit	Quantity This Estimate	Qty. Paid To Date	Total Qty. Placed	% Cpt	Unit Price	Dollar Amt. Paid To Date
0085	_ Catch Basin Trap	4037050	38.000	Ea	8.000	23.000	23.000	61%	500.00000	\$11,500.00
0155	_ Curb Casting	7177050	1.000	Ea		0.000			700.00000	
0090	_ Dr Structure Cover, Catch Basin	4037050	55.000	Ea	6.000	67.000	67.000	122%	500.00000	\$33,500.00
0095	_ Dr Structure Cover, Storm Manhole	4037050	1.000	Ea	10.000	19.000	19.000	1900%	500.00000	\$9,500.00
0100	_ Dr Structure, 36 inch dia	4037050	37.000	Ea		28.000	28.000	76%	2,500.00000	\$70,000.00
0025	_ Driveway, Conc, Ram	2047011	375.000	Syd	218.800	281.300	281.300	75%	7.00000	\$1,969.10
0050	_ External Structure Wrap, 12 inch	4027050	2.000	Ea		3.000	3.000	150%	350.00000	\$1,050.00
0065	_ External Structure Wrap, 18 inch	4027050	61.000	Ea		0.000			425.00000	
0145	_ Full Depth Sawcutting through Existing Pavement, Driveway, or Curb	8037001	8,400.000	Ft	2,412.200	5,853.500	5,853.500	71%	1.30000	\$7,739.55
0120	_ Joint, Expansion, Erg, Modified	6027001	300.000	Ft	76.100	113.700	113.700	38%	20.00000	\$2,274.00
0150	_ Pavt Resr, Rem, Modified	6037011	3,400.000	Syd	1,465.800	3,391.220	3,391.220	99%	10.00000	\$33,912.20
0040	_ Sewer, SDR 23.5 PVC, 10 inch, Tr Det B	4027001	75.000	Ft		244.000	244.000	325%	50.00000	\$12,200.00
0045	_ Sewer, SDR 23.5 PVC, 12 inch, Tr Det B	4027001	400.000	Ft		381.000	381.000	95%	50.00000	\$18,050.00
0185	_ Sidewalk Ramp, Conc, 8 inch	8037010	700.000	Sft	289.300	304.000	304.000	43%	8.00000	\$2,432.00
0030	_ Subgrade Undercutting, Modified	2057021	50.000	Cyd		0.000			20.00000	
0185	_ Surface Restoration, Seeding	8167011	500.000	Syd		0.000			5.00000	
0190	_ Traffic Maintenance and Control	8127051	1.000	LS	0.500	1.000	1.000	100%	8,500.00000	\$8,500.00
0125	Cement	6030005	5.000	Ton		0.000			100.00000	
0185	Curb and Gutter, Conc, Det F4	8029038	125.000	Ft		0.000			22.00000	
0015	Curb and Gutter, Rem	2040020	125.000	Ft		0.000			8.00000	
0170	Detectable Warning Surface	8030010	70.000	Ft	30.000	35.000	35.000	50%	30.00000	\$1,050.00
0060	Dr Structure Cover, Adj, Case 1	4030005	1.000	Ea	16.000	34.000	34.000	3400%	200.00000	\$6,800.00
0065	Dr Structure Cover, Adj, Case 2	4030006	1.000	Ea		0.000			200.00000	
0070	Dr Structure, 24 inch dia	4030200	21.000	Ea		24.000	24.000	114%	1,750.00000	\$42,000.00
0075	Dr Structure, Adj, Add Depth	4030280	8.000	Ft	6.000	63.000	63.000	788%	150.00000	\$9,450.00
0005	Dr Structure, Rem	2030011	58.000	Ea		54.000	54.000	93%	300.00000	\$16,200.00
0080	Dr Structure, Tap, 12 inch	4030312	3.000	Ea		0.000			500.00000	

Contract: .0160-0411

Estimate: 10

Page 1 of 2





# Construction Pay Estimate Amount Balance Report

Estimate: 10

6/8/2020 8:47 AM

Anderson, Eckstein and Westrick, Inc.

FieldManager 5.3c

**Project: 0160-0411, 2019 Sewer Structure Rehabilitation**

**Category: 0000,**

Prop. Line	Item Description	Item Code	Authorized Qty.	Unit	Quantity This Estimate	Qty. Paid To Date	Total Qty. Placed	% Cpt	Unit Price	Dollar Amt. Paid To Date
0160	Driveway, Nonreinf Conc, 8 inch	8010005	375.000	Syd	274.800	274.800	274.800	73%	54.00000	\$14,844.60
0110	HM6A, 13A	6010033	50.000	Ton		0.000			200.00000	
0115	Joint, Expansion, E2	6020207	50.000	Ft	55.700	156.300	156.300	313%	15.00000	\$2,344.50
0130	Lane Tie, Epoxy Anchored	6030030	2,900.000	Ea	712.000	1,692.000	1,692.000	74%	5.00000	\$8,460.00
0035	Maintenance Gravel, LM	3080021	500.000	Cyd		175.900	175.900	35%	1.00000	\$175.90
0136	Pavt Repr, Nonreinf Conc, 8 inch	6030044	3,300.000	Syd	1,465.900	3,391.220	3,391.220	103%	56.00000	\$189,908.32
0140	Pavt Repr, Nonreinf Conc, 8 inch	6030048	100.000	Syd		0.000			80.00000	
0010	Sewer, Rem, Less than 24 inch	2030016	475.000	Ft		605.000	605.000	127%	10.00000	\$6,050.00
0173	Sidewalk, Conc, 4 inch	8030044	4,000.000	Sft	1,404.400	3,113.600	3,113.600	78%	5.50000	\$17,124.80
0180	Sidewalk, Conc, 6 inch	8030046	1,100.000	Sft		30.000	30.000	3%	6.00000	\$180.00
0020	Sidewalk, Rem	2040055	650.000	Syd	185.800	368.200	368.200	57%	5.00000	\$1,841.00
0105	Underdrain, Subgrade, 4 inch	4040071	850.000	Ft		515.000	515.000	61%	13.00000	\$8,695.00

**Subtotal for Category 0000: 535750.97**

**Subtotal for Project 0160-0411: 535750.97**

**Percentage of Contract Completed(curr): 88%**  
(total earned to date / total of all authorized work)

**Total Amount Earned This Estimate: \$151,594.96**

**Total Amount Earned To Date: \$536,750.97**



April 14, 2020

Invoice 04142020

City of Grosse Pointe Woods  
Accounts Payable  
20025 Mack  
Grosse Pointe Woods, MI 48236

101-224-818.000

06/08/2020

*C. Beltruss*  
*June Somers 6/8/2020*

RE: May 2020 Services

For contract assessing services rendered:  
Contract Fee (\$72,211 ÷ 12)..... \$ 6,017.58  
  
TOTAL AMOUNT DUE ..... \$ 6,017.58

Respectfully submitted,

Lynette Hobyak  
Business Manager

38110 Executive Drive, Suite 100  
Westland, MI 48185

734-595-7727 Office  
734-595-7736 Fax

10C

Invoice Number  
**302516**  
Invoice Date  
**04/06/20**

**COUNTY OF WAYNE**  
Warren C. Evans - County Executive  
500 Griswold, Detroit, Michigan 48226



**INVOICE RECEIVED**

JUN 22 2020

CITY OF GROSSE POINTE WOODS  
CLERK'S DEPARTMENT

Send Remittance to:

Wayne County  
Department of Environment  
400 Monroe, Suite 300  
Detroit, Michigan 48226

Customer:

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

Customer Number **500012**  
Direct Inquiries to:  
Telephone (313) 224-7843

*Department of Environment*

Line No.	Due Date	Description of Item, Material, Services or Work	Amount
001	05/06/20	FY 2020 QUARTER 2 MILK RIVER DRAINAGE DISTRICT SUPPLEMENTAL FUNDING FOR CONSTRUCTION REVENUE# 830.54724.589000 CASH ACCT# 830.004724  FY 2019-2020 365-445-992.200 6/16/2020 Behrens OK - FS June 22 6/22/2020	99,590.50
Please Pay This Amount =>			\$ 99,590.50

Return Remittance Copy of Invoice with Payment

Invoice Number  
**302516**

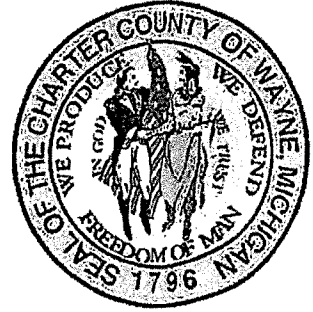
Invoice Date  
**04/06/20**



Invoice Number  
**302543**

Invoice Date  
**04/15/20**

**COUNTY OF WAYNE**  
Warren C. Evans - County Executive  
500 Griswold, Detroit, Michigan 48226



**Invoice**

Send Remittance to:

Wayne County  
Department of Environment  
400 Monroe, Suite 300  
Detroit, Michigan 48226

RECEIVED

JUN 2 2020

Customer:

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

CITY OF GROSSE POINTE WOODS  
CLERK'S DEPARTMENT

Customer Number	500012
Direct Inquiries to:	
Telephone (313) 224-7843	

*Department of Environment*

Line No.	Due Date	Description of Item, Material, Services or Work	Amount
001	05/15/20	FY 2020 QUARTER 3 MILK RIVER DRAINAGE DISTRICT SUPPLEMENTAL FUNDING FOR CONSTRUCTION 830.54724.589000 CASH ACCT# 830.004724  <i>FY 2019-20</i> <i>365-445-992.200</i> <i>6/16/2020</i> <i>CD-press</i> <i>OK - FS</i> <i>[Signature] 6/22/2020</i>	99,590.50
Please Pay This Amount =>			\$ 99,590.50

Return Remittance Copy of Invoice with Payment

Invoice Number  
**302543**

Invoice Date  
**04/15/20**





# City of St. Clair Shores

27600 Jefferson Avenue  
St. Clair Shores, MI 48081-2075  
www.scsmi.org

## 2020 PROPERTY TAX NOTICE - SUMMER FISCAL YEARS

City Schools County State  
7-1-2020 7-1-2020 1-1-2021 10-1-2020  
to 6-30-2021 to 6-30-2021 to 12-31-2021 to 9-30-2021

**PAYABLE JULY 1, 2020 - SEPTEMBER 1, 2020 WITHOUT INTEREST OR PENALTY**

After September 1, 2020 interest of 1% will be added. An additional 0.5% interest will be added on the first day of each month thereafter.

**BEGINNING MARCH 1, 2021 this bill must be paid to the Macomb County Treasurer, 1 South Main Street, Mt. Clemens, MI 48043, (586) 469-5190, with additional penalties. Call Macomb County for total amount due.**

CITY OF GROSSE POINTE WOODS  
LAKE FRONT PARK  
20025 MACK AVENUE  
GROSSE POINTE WOODS MI 48236

**RECEIVED**

JUL - 7 2020

23000 JEFFERSON

CITY OF GROSSE POINTE WOODS  
CLERK'S DEPARTMENT

BANK CODE: 00000

### PARTIAL DESCRIPTION OF PROPERTY

FOR COMPLETE PROPERTY DESCRIPTION, SEE ASSESSMENT ROLL AT ASSESSOR'S OFFICE

ASSESSOR'S PLAT NO. 7, THAT PORTION OF LOT 12 LYING NORTH AND EAST OF LAKE SHORE ROAD; ALSO PART OF LOT 13; ALSO FILLED LANDS IN LAKE ST. CLAIR LYING ADJACENT TO LOT 13; ALSO ALL OF LOT 15, ALTOGETHER DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF LOT 15; THENCE SOUTH 11°09'00" EAST 830.35 FEET ALONG THE EAST LINE OF LAKESHORE ROAD; THENCE ALONG THE ARC OF A CURVE TO THE LEFT 1192.88

**RETAIN THIS UPPER PORTION FOR YOUR TAX RECORDS. YOUR CANCELLED CHECK IS YOUR RECEIPT.**

Checks accepted only as a conditional payment. If not honored by a bank, tax is unpaid and subject to unpaid tax penalties.

PHONE: (586) 447-3317

BILL NO.	HOMESTEAD TAX BASE	PARCEL I.D. NUMBER	SCHOOL DIS
	0	09-14-35-327-013	50200
% DECLARED AS HOMESTEAD	NON-HOMESTEAD TAX BASE	TAXABLE VALUE	STATE EQUALIZED VALUE
0%	1,416,299	1,416,299	2,537,600
TAX DESCRIPTION	RATE PER \$1,000	AMOUNT	
City Operating	5.81320	8,233.22	
Sanitation	2.18140	3,089.51	
P & F Pension	6.66730	9,442.89	
Public Act 359	0.03020	42.77	
P & F Operating	4.75200	6,730.25	
Voted Road Levy	1.71520	2,429.23	
Library Millage	0.85370	1,209.09	
SEMSD Project	1.84730	2,616.32	
Gen Oblig Debt	0.85440	1,210.08	
School Debt	7.00000	9,914.09	
Sch Supplemental	4.54430	6,436.08	
School Operating	12.74760	18,054.41	
Macomb ISD	4.72960	6,698.52	
Macomb Comm Coll	1.43870	2,037.62	
State Educ Tax	6.00000	8,497.79	
County Operating	4.41500	6,252.96	
ADMIN FEE		928.94	

10D

101.774.938.000 \$83,823.77  
594-785.938.000 \$10,000.00  
7/7/2020  
C. Behrens

**IMPORTANT INFORMATION - SEE REVERSE SIDE.**

TOTAL MILLAGE RATE	TOTAL DUE
65.5899	\$93,823.77

## 2020 SUMMER TAX STATEMENT - RETURN THIS PORTION WITH YOUR REMITTANCE

Make Check Payable to: **St. Clair Shores Treasurer**  
27600 Jefferson Avenue  
St. Clair Shores, MI 48081-2075  
(586) 447-3317

**PAYABLE JULY 1, 2020 - SEPTEMBER 1, 2020 WITHOUT INTEREST OR PENALTY**  
After September 1, 2020, interest of 1% will be added. An additional 0.5% interest will be added on the first day of each month thereafter.

PARCEL I.D. NUMBER	BILL NO.	TOTAL DUE
09-14-35-327-013		\$93,823.77

12749 1 AV 0.389 12749 - 12749 - 34



CITY OF GROSSE POINTE WOODS  
LAKE FRONT PARK  
20025 MACK AVENUE  
GROSSE PT WDS MI 48236-2343

12749



Visit [www.scsmi.org](http://www.scsmi.org)  
Online Payments and Services  
or call 1-855-414-9009 (credit card only)  
Point and Pay LLC., the service provider, charges a fee for this service:  
3.00% for credit cards (\$1.50 minimum)  
Electronic checks are provided as a FREE service

### REMITTANCE COPY



S 2020 00000000000000000091435327013 000009382377 0









## Construction Pay Estimate Amount Balance Report

Estimate: 9

5/7/2020 2:49 PM

FieldManager 5.3c

Anderson, Eckstein and Westrick, Inc.

Project: 0160-0411, 2019 Sewer Structure Rehabilitation

Category: 0000,

Prop. Line	Item Description	Item Code	Authorized Qty.	Unit	Quantity This Estimate	Qty. Paid To Date	Total Qty. Placed	% Cpt	Unit Price	Dollar Amt. Paid To Date
0145	_ Full Depth Sawcutting through Existing Pavement, Driveway, or Curb	6037001	8,400.000	Ft	483.800	3,541.300	3,541.300	42%	1.30000	\$4,603.69
0150	_ Pavt Repr, Rem, Modified	6037011	3,400.000	Syd	263.500	1,925.320	1,925.320	57%	10.00000	\$19,253.20
0155	_ Curb Casting	7177050	1.000	Ea	0.000	0.000	0.000	700.00000		
0160	Driveway, Nonreinf Conc, 6 Inch	8010005	375.000	Syd	16.800	58.300	58.300	15%	54.00000	\$3,040.20
0165	Curb and Gutter, Conc, Det F4	8020038	125.000	Ft	0.000	0.000	0.000	22.00000		
0170	Deflectable Warning Surface	8030010	70.000	Ft	5.000	5.000	5.000	7%	30.00000	\$150.00
0175	Sidewalk, Conc, 4 Inch	8030044	4,000.000	Sft	155.000	1,709.200	1,709.200	43%	5.50000	\$9,400.60
0180	Sidewalk, Conc, 6 Inch	8030046	1,100.000	Sft	30.000	30.000	30.000	3%	6.00000	\$180.00
0185	_ Sidewalk Ramp, Conc, 8 inch	8037010	700.000	Sft	34.700	34.700	34.700	5%	6.00000	\$277.60
0190	_ Traffic Maintenance and Control	8127051	1.000	LS	0.500	0.500	0.500	50%	8,500.00000	\$4,250.00
0195	_ Surface Restoration, Seeding	8187011	500.000	Syd	0.000	0.000	0.000	5.00000		

**Subtotal for Category 0000: 384156.01**

**Subtotal for Project 0160-0411: 384156.01**

Percentage of Contract Completed(curr): 63%  
 (total earned to date / total of all authorized work)

**Total Amount Earned This Estimate: \$28,825.28**

**Total Amount Earned To Date: \$384,156.01**



**ANDERSON, ECKSTEIN & WESTRICK, INC.**  
**CIVIL ENGINEERS SURVEYORS ARCHITECTS**  
 51301 SCHOENHERR RD. GROSSE POINTE WOODS, MI 48315  
 www.aewinc.com p(586)726-1234

**INVOICE**

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JUN 22 2020

CITY OF GROSSE POINTE WOODS, June 8, 2020  
 CLERK'S DEPARTMENT

Project No: 0160-0420-0  
 Invoice No: 0126615

CITY OF GROSSE POINTE WOODS  
 ACCOUNTS PAYABLE  
 20025 MACK AVENUE  
 GROSSE POINTE WOODS, MI 48236-2397

Project 0160-0420-0 DPW WATER & SEWER BARN  
 FY 2019 - 2020  
 PO # 19-45539  
 592-537-978.300 \$1,540.00  
 06/16/2020

Professional Services from April 27, 2020 to May 24, 2020

Phase	01	CIVIL / SURVEY		
Fee				
Total Fee		5,000.00		
Percent Complete		100.00	Total Earned	5,000.00
			Previous Fee Billing	4,500.00
			Current Fee Billing	500.00
			<b>Total Fee</b>	<b>500.00</b>
			<b>Total this Phase</b>	<b>\$500.00</b>

*Adkins*  
*FIS.*  
*PSM 6/22/2020*

Phase	02	ARCHITECTURAL DESIGN		
Fee				
Total Fee		13,000.00		
Percent Complete		98.00	Total Earned	12,740.00
			Previous Fee Billing	11,700.00
			Current Fee Billing	1,040.00
			<b>Total Fee</b>	<b>1,040.00</b>
			<b>Total this Phase</b>	<b>\$1,040.00</b>
			<b>Total this Invoice</b>	<b>\$1,540.00</b>

**Outstanding Invoices**

Number	Date	Balance
0125833	4/7/2020	4,500.00
0126181	5/5/2020	3,350.00
<b>Total</b>		<b>7,850.00</b>



**ANDERSON, ECKSTEIN & WESTRICK, INC.**  
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**INVOICE**

**FY 2019 - 2020**  
**PO #19-45443**  
**\$587.15**  
**202-451-974.803**  
**06-16-2020**

June 10, 2020  
 Project No: 0160-0408-0  
 Invoice No: 0126655

CITY OF GROSSE POINTE WOODS  
 ACCOUNTS PAYABLE  
 20025 MACK AVENUE  
 GROSSE POINTE WOODS, MI 48236-2397

Project 0160-0408-0  
 P.O. 18-45021 (78,000.00)  
 P.O. 19-45443 (179,903.66)

*C. Behrens*  
 VERNIER RD RESURFACING - FAIRWAY TO ECL  
 6/22/2020

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JUN 22 2020

Professional Services from April 27, 2020 to May 25, 2020  
**Professional Personnel**

	Hours	Rate	Amount
<b>CONTRACT ADMINISTRATION</b>			
<b>TEAM LEADER</b>			
MYSLINSKI, CHARLES	.50	83.50	41.75
Status			
<b>ENGINEERING AIDE III</b>			
SWITZER, BRIDGET	.50	70.00	35.00
Project Status Meeting			
SWITZER, BRIDGET	.10	70.00	7.00
Project Status Review Meeting with MAV			
SWITZER, BRIDGET	.30	70.00	21.00
Project Status Update and Meeting			
SWITZER, BRIDGET	.30	70.00	21.00
Traffic Control Verification			
<b>SENIOR PROJECT ENGINEER</b>			
VIGNERON, MICHAEL	2.30	103.00	236.90
Contract Administration			
VIGNERON, MICHAEL	1.50	103.00	154.50
Contract Administration			
<b>CONSTRUCTION OBSERVATION</b>			
<b>ENGINEERING AIDE III</b>			
DIGIROLAMO, PIETRO	1.00	70.00	70.00
confirmed Traffic Maint. Signage Quantities for Pay Item Posting.			
Totals	6.50		587.15
<b>Total Labor</b>			<b>587.15</b>

CITY OF GROSSE POINTE WOODS  
 CLERK'S DEPARTMENT

Billing Limits	Current	Prior	To-Date
Total Billings	587.15	221,773.00	222,360.15
Limit			257,903.00
Remaining			35,542.85
<b>Total this Invoice</b>			<b>\$587.15</b>

Please include the project number and invoice number on your check.





**ANDERSON, ECKSTEIN & WESTRICK, INC.**  
**CIVIL ENGINEERS SURVEYORS ARCHITECTS**  
 51301 SCHOENHERR RD. SHELBY TOWNSHIP, MI 48315  
 www.aewinc.com p(586)726-1234

**INVOICE**

CITY OF GROSSE POINTE WOODS  
 ACCOUNTS PAYABLE  
 20025 MACK AVENUE  
 GROSSE POINTE WOODS, MI 48236-2397

June 10, 2020  
 Project No: 0160-0411-0  
 Invoice No: 0126656

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JUN 22 2020

CITY OF GROSSE POINTE WOODS  
 CLERK'S DEPARTMENT

Project 0160-0411-0 2019 SEWER STRUCTURE REHABILITATION  
 P.O. 19-45216 - (43,000)  
 P.O. 19-45445 - (111,000)

Professional Services from April 27, 2020 to May 25, 2020

**Professional Personnel**

	Hours	Rate	Amount
PRINTS			
ENGINEERING AIDE II	.30	62.00	18.60
PRELIMINARY ENGINEERING TEAM LEADER	15.00	83.50	1,252.50
CONTRACT ADMINISTRATION GRADUATE ENG/SUR/ARC TEAM LEADER	8.00	83.50	668.00
ENGINEERING AIDE III	10.50	83.50	876.75
ENGINEERING AIDE II	12.20	70.00	854.00
CONSTRUCTION OBSERVATION ENGINEERING AIDE II	9.00	62.00	558.00
REVISIONS GRADUATE ENG/SUR/ARC	140.20	62.00	8,692.40
Totals	3.50	83.50	292.25
<b>Total Labor</b>	<b>198.70</b>		<b>13,212.50</b>

Billing Limits	Current	Prior	To-Date
Total Billings	13,212.50	122,785.98	135,998.48
Limit			154,000.00
Remaining			18,001.52

FY 2019 - 2020  
 PO # 19-45445  
**TOTAL \$13,212.50**

202-451-974.201	\$119.03
203-451-974.201	\$2,499.66
592-537-975.401	\$1,695.01
592-537-976.001	\$8,898.80

06/16/2020

*Anderson*  
*June 16/2020*



**ANDERSON, ECKSTEIN & WESTRICK, INC.**  
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 51301 SCHOENHERR RD. SHELBY TOWNSHIP, MI 48315  
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JUN 22 2020

June 10, 2020  
 Project No: 0160-0413-0  
 Invoice No: 0126657

CITY OF GROSSE POINTE WOODS  
 ACCOUNTS PAYABLE  
 20025 MACK AVENUE  
 GROSSE POINTE WOODS, MI 48236-2397

CITY OF GROSSE POINTE WOODS  
 CLERK'S DEPARTMENT

FY 2019 - 2020  
 PO # 19-45637  
 592-537-976.001  
 06/16/2020 ~~6/22/2020~~ \$8,594.90

Project 0160-0413-0 2019 SEWER OPEN CUT REPAIR PROGRAM  
 P.O. 19-45637 - (106,000)

*Adress*  
*F.S.*

Professional Services from April 27, 2020 to May 25, 2020

**Professional Personnel**

	Hours	Rate	Amount	
RESEARCH/REVIEW				
PRINCIPAL ENGINEER	1.00	103.00	103.00	
CONTRACT ADMINISTRATION				
GRADUATE ENG/SUR/ARC	4.00	83.50	334.00	
TEAM LEADER	6.50	83.50	542.75	
ENGINEERING AIDE III	12.80	70.00	896.00	
ENGINEERING AIDE II	3.00	62.00	186.00	
MEETINGS				
TEAM LEADER	.50	83.50	41.75	
CONSTRUCTION OBSERVATION				
ENGINEERING AIDE II	104.70	62.00	6,491.40	
Totals	132.50		8,594.90	
<b>Total Labor</b>				<b>8,594.90</b>

Billing Limits	Current	Prior	To-Date	
Total Billings	8,594.90	63,681.70	72,276.60	
Limit			106,000.00	
Remaining			33,723.40	
		<b>Total this Invoice</b>		<b>\$8,594.90</b>

**Outstanding Invoices**

Number	Date	Balance
0125947	4/8/2020	11,886.75
<b>Total</b>		<b>11,886.75</b>



**ANDERSON, ECKSTEIN & WESTRICK, INC.**  
**CIVIL ENGINEERS SURVEYORS ARCHITECTS**  
 51301 SCHOENHERR RD. SHELBY TOWNSHIP, MI 48315  
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**INVOICE**

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June 10, 2020  
 Project No: 0160-0414-0  
 Invoice No: 0126658

CITY OF GROSSE POINTE WOODS  
 ACCOUNTS PAYABLE  
 20025 MACK AVENUE  
 GROSSE POINTE WOODS, MI 48236-2397

JUN 22 2020

CITY OF GROSSE POINTE WOODS  
 CLERK'S DEPARTMENT

Project 0160-0414-0 BEAUFAIT ROAD RECONSTRUCTION-MACK TO WCL  
 FOR: INCLUDES OXFORD ROAD JACKSON TO HELEN  
 P.O. 19-45151 \$85,000  
 P.O. 19-45495 - \$180,000

Professional Services from April 27, 2020 to May 25, 2020

**Professional Personnel**

	Hours	Rate	Amount
<b>CONTRACT ADMINISTRATION</b>			
PRINCIPAL ENGINEER	8.00	103.00	824.00
LICENSED ENG/SUR/ARC	16.50	103.00	1,699.50
TEAM LEADER	1.00	83.50	83.50
ENGINEERING AIDE III	6.30	70.00	441.00
ENGINEERING AIDE II	3.50	62.00	217.00
<b>CONSTRUCTION OBSERVATION</b>			
ENGINEERING AIDE III	24.00	70.00	1,680.00
ENGINEERING AIDE II	15.00	62.00	930.00
ENGINEERING AIDE I	28.50	56.00	1,596.00
Totals	102.80		7,471.00
<b>Total Labor</b>			<b>7,471.00</b>

Billing Limits	Current	Prior	To-Date
Total Billings	7,471.00	188,766.33	196,237.33
Limit			265,000.00
Remaining			68,762.67
<b>Total this Invoice</b>			<b>\$7,471.00</b>

FY 2019 - 2020  
 PO # 19-45495  
 202-451-974.201 \$612.38  
 203-451-977.803 \$5,021.49  
 203-451-974.201 \$530.73  
 592-537-975.401 \$1,306.40  
**TOTAL \$7,471.00**

06/16/2020

*A. Behrens*  
*FS*  
*[Signature]*  
 6/22/2020





**ANDERSON, ECKSTEIN & WESTRICK, INC.**  
**CIVIL ENGINEERS SURVEYORS ARCHITECTS**  
 51301 SCHOENHERR RD. SHELBY TOWNSHIP, MI 48315  
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JUN 22 2020

June 10, 2020  
 Project No: 0160-0417-0  
 Invoice No: 0126659

CITY OF GROSSE POINTE WOODS  
 ACCOUNTS PAYABLE  
 20025 MACK AVENUE  
 GROSSE POINTE WOODS, MI 48236-2397

CITY OF GROSSE POINTE WOODS  
 CLERK'S DEPARTMENT

FY 2019 - 2020  
 PO # 19-45552  
 592-537-977.310 \$412.00  
 06/16/2020

Project 0160-0417-0 BOURNEMOUTH WM REPLACEMENT  
 P.O. 19-45552 - (\$197,500.00)

*A. Behrens*  
*B. S. [Signature]*  
 6/22/2020

Professional Services from April 27, 2020 to May 25, 2020  
 Professional Personnel

	Hours	Rate	Amount	
CONSTRUCTION PLAN DESIGN				
PRINCIPAL ENGINEER	4.00	103.00	412.00	
Totals	4.00		412.00	
<b>Total Labor</b>				<b>412.00</b>

Billing Limits	Current	Prior	To-Date	
Total Billings	412.00	63,474.67	63,886.67	
Limit			197,500.00	
Remaining			133,613.33	
		<b>Total this Invoice</b>		<b>\$412.00</b>



**ANDERSON, ECKSTEIN & WESTRICK, INC.**  
 CIVIL ENGINEERS SURVEYORS ARCHITECTS  
 51301 SCHOENHERR RD. SHELBY TOWNSHIP, MI 48315  
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**INVOICE**

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JUN 22 2020

CITY OF GROSSE POINTE WOODS  
 ACCOUNTS PAYABLE  
 20025 MACK AVENUE  
 GROSSE POINTE WOODS, MI 48236-2397

CITY OF GROSSE POINTE WOODS  
 CLERK'S DEPARTMENT

June 10, 2020  
 Project No: 0160-0419-0  
 Invoice No: 0126660

FY 2019 - 2020  
 PO # 19-45301  
 592-537-977.000 \$225.45  
 06/16/2020

Project 0160-0419-0 2019-2020 GIS MAINTENANCE  
 P.O. 19-45301

Professional Services from April 27, 2020 to May 25, 2020

**Professional Personnel**

	Hours	Rate	Amount
DATABASE			
GRADUATE ENG/SUR/ARC	1.70	83.50	141.95
GIS UPDATES			
GRADUATE ENG/SUR/ARC	1.00	83.50	83.50
Totals	2.70		225.45
<b>Total Labor</b>			<b>225.45</b>

*Handwritten signature: A. Behrens*  
*Handwritten initials: F.S.*  
*Handwritten date: 6/22/2020*

Billing Limits	Current	Prior	To-Date
Total Billings	225.45	19,055.75	19,281.20
Limit			21,000.00
Remaining			1,718.80

**Total this Invoice \$225.45**



**ANDERSON, ECKSTEIN & WESTRICK, INC.**  
 CIVIL ENGINEERS SURVEYORS ARCHITECTS  
 51301 SCHOENHERR RD. SHELBY TOWNSHIP, MI 48315  
 www.aewinc.com p(586)726-1234

**INVOICE**

RECEIVED  
 JUN 22 2020

CITY OF GROSSE POINTE WOODS  
 ACCOUNTS PAYABLE  
 20025 MACK AVENUE  
 GROSSE POINTE WOODS, MI 48236-2397

CITY OF GROSSE POINTE WOODS  
 CLERK'S DEPARTMENT

June 10, 2020  
 Project No: 0160-0424-0  
 Invoice No: 0126661

Project 0160-0424-0 2020-2021 RATE STUDY

FY 2019 - 2020  
 PO # 19-45302  
 592-537-818.000 \$659.20  
 06/16/2020

Professional Services from April 27, 2020 to May 25, 2020  
 Professional Personnel

	Hours	Rate	Amount
STUDIES			
SENIOR PROJECT ENGINEER	6.40	103.00	659.20
Totals	6.40		659.20
<b>Total Labor</b>			<b>659.20</b>

*Chabress*  
*6/16/2020*

Billing Limits	Current	Prior	To-Date
Total Billings	659.20	1,071.20	1,730.40
Limit			5,000.00
Remaining			3,269.60
<b>Total this Invoice</b>			<b>\$659.20</b>





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**INVOICE**

CITY OF GROSSE POINTE WOODS  
 ACCOUNTS PAYABLE  
 20025 MACK AVENUE  
 GROSSE POINTE WOODS, MI 48236-2397

June 10, 2020  
 Project No: 0160-0427-0  
 Invoice No: 0126662

FY 2019 - 2020  
 PO # 20-45809  
 420-451-974.201 \$1,852.303  
 06/16/2020

Project 0160-0427-0 ROBERT E. NOVITKE COMPLEX GENERATOR  
 P.O. 20-45809

*Handwritten:* 6/22/2020  
*Signature:* [Handwritten Signature]  
*Initials:* F.S.

Professional Services from April 27, 2020 to May 25, 2020  
**Professional Personnel**

	Hours	Rate	Amount	
RESEARCH/REVIEW				
PRINCIPAL ENGINEER	6.50	103.00	669.50	
PRINTS				
ENGINEERING AIDE II	.30	62.00	18.60	
ENGINEERING AIDE I	.50	56.00	28.00	
MEETINGS				
ENGINEERING AIDE I	3.00	56.00	168.00	
MECHANICAL/ELECTRICAL DESIGN				
SENIOR PROJECT ENGINEER	4.40	103.00	453.20	
GENERAL				
LICENSED ENG/SUR/ARC	5.00	103.00	515.00	
Totals	19.70		1,852.30	
<b>Total Labor</b>				<b>1,852.30</b>

Billing Limits	Current	Prior	To-Date	
Total Billings	1,852.30	0.00	1,852.30	
Limit			16,000.00	
Remaining			14,147.70	
		<b>Total this Invoice</b>		<b>\$1,852.30</b>

10F



Pending Open PO > \$5,000  
20-45840  
101-224-818.000  
06-18-2020

*C. Behrens*  
*June 18, 2020*

June 17, 2020

Invoice 06172020

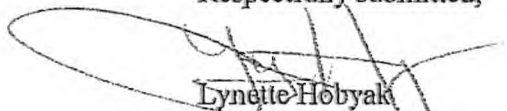
City of Grosse Pointe Woods  
Accounts Payable  
20025 Mack  
Grosse Pointe Woods, MI 48236

RE: July 2020 Services

For contract assessing services rendered:  
Contract Fee (\$72,211 ÷ 12)..... \$ 6,017.58

TOTAL AMOUNT DUE ..... \$ 6,017.58

Respectfully submitted,

  
Lynette Hobyak  
Business Manager

38110 N. Executive Drive, Suite 100  
Westland, MI 48185

734-595-7727 Office  
734-595-7736 Fax

KITCH DRUTCHAS WAGNER VALITUTTI & SHERBROOK

A PROFESSIONAL CORPORATION  
Attorneys and Counselors

ONE WOODWARD AVENUE, SUITE 2400  
DETROIT, MICHIGAN 48226-5485

313-965-7900

10G

RECEIVED

JUN 15 2020

CITY OF GROSSE POINTE WOODS  
MAY 31, 2020  
CLERK'S DEPARTMENT  
FILE # 2371.002582  
INVOICE # 471803

CITY OF GROSSE POINTE WOODS  
ATTN: BRUCE J SMITH  
CITY ADMINISTRATOR  
20025 MACK PLAZA  
GROSSE POINTE WOODS, MI 48236

REGARDING: CITY OF GROSSE POINTE WOODS

FOR PROFESSIONAL SERVICES RENDERED

04/14/20 MJW REVIEW AND RESPOND TO CLIENT QUESTION RE VERIZON ROW CELL TOWER PLANS	.70
04/15/20 MJW EMAILS RE VERIZON SMALL CELL INQUIRY	.30
04/20/20 MJW REVIEW CLIENT EMAIL ASKING A SERIES OF QUESTIONS AND ATTACHING SPREADSHEET AS WELL AS 4/13/ EMAIL ATTACHING A SMALL CELL PLAN - ALL FROM VERIZON - RE 39 VERIZON SMALL CELL INSTALLATION PROPOSALS. DRAFT RESPONSES TO CLIENT QUESTIONS AND PREPARE FOR CLIENT CONF ZOOM MEETING TODAY; PARTICIPATE IN CLIENT ZOOM MEETING; FOLLOW UP RE SAME	3.30

TOTAL HOURLY CHARGES \$1,290.00

-----RECAP-----			
TIMEKEEPER	RATE	HOURS	AMOUNT
MICHAEL J WATZA	300.00	4.30	1,290.00
TOTALS		4.30	1,290.00

CURRENT AMOUNT DUE

FY 2019-20  
101,210,812.000  
6/15/20  
Chickens

\$1,290.00

*[Handwritten signatures]*  
6/15/20  
6/15/2020

RECEIVED  
JUN 15 2020



**KITCH DRUTCHAS WAGNER VALITUTTI & SHERBROOK**

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ONE WOODWARD AVENUE, SUITE 2400  
DETROIT, MICHIGAN 48226-5485

313-965-7900

IRS # 38-1896224

**RECEIVED**

CITY OF GROSSE POINTE WOODS  
ATTN: BRUCE J SMITH  
CITY ADMINISTRATOR  
20025 MACK PLAZA  
GROSSE POINTE WOODS, MI 48236

JUN 30 2020

JUNE 24, 2020  
FILE # 2371.002582  
INVOICE # 473029

CITY OF GROSSE POINTE WOODS  
CLERK'S DEPARTMENT

REGARDING: CITY OF GROSSE POINTE WOODS

**OUTSTANDING INVOICES**

DATE	INVOICE #	BILLED	PAID	BALANCE DUE
05/31/20	471803	\$1290.00	\$ .00	\$1290.00
TOTAL OUTSTANDING INVOICES				\$1,290.00

**FOR PROFESSIONAL SERVICES RENDERED**

05/01/20	MJW	REVIEW E-MAIL FROM CLIENT COUNSEL WITH AT&T MACRO TOWER RENEWAL PROPOSAL FOR REDUCED RENT; CONFERENCE CALL WITH CLIENT REGARDING MKT STATUS AND RECOMMENDATION THAT BEST PLAN IS AN RFP FOR THIS AND ANY OTHER SITES FOR MACRO TOWERS	.70
05/13/20	MJW	REVIEW DETAILED LETTER AND NUMEROUS DOCUMENTS FROM CLIENT REGARDING AT&T CELL TOWER LICENSE RENEWAL; PROPOSE A DETAILED INITIAL NEGOTIATION PLAN IN RESPONSE TO AT&T'S PROPOSAL (2.0 HOURS); PROPOSE AN ALTERNATIVE ATTY FEE ARRANGEMENT (0.5 HOURS/NO CHARGE)	2.00
05/15/20	MJW	DISCUSSION WITH CITY ATTY REGARDING NEGOTIATION PLAN WITH AT&T	.30
05/29/20	MJW	E-MAIL FROM CLIENT REGARDING AT&T CELL TOWER RENEWAL STRATEGY ISSUES; FOLLOW UP WITH PHONE DISCUSSION AND CONFIRM IN E-MAIL MY AVAILABILITY FOR 3 DATES IN JUNE AND JULY TO DISCUSS WITH COUNCIL IN CLOSED SESSION	.30
TOTAL HOURLY CHARGES			\$990.00

101.210.812.000

*[Handwritten Signature]*  
6/30/2020

6/29/2020  
*[Handwritten Signature]*

**KITCH DRUTCHAS WAGNER VALITUTTI & SHERBROOK**

A PROFESSIONAL CORPORATION

Attorneys and Counselors

ONE WOODWARD AVENUE, SUITE 2400  
DETROIT, MICHIGAN 48226-5485

313-965-7900

IRS # 38-1896224

**RECEIVED**

CITY OF GROSSE POINTE WOODS  
FILE NUMBER: 2371.002582  
INVOICE NO.: 473029

Jun 24, 2020

PAGE 2

JUN 30 2020

CITY OF GROSSE POINTE WOODS  
CLERK'S DEPARTMENT

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-----RECAP-----

TIMEKEEPER	RATE	HOURS	AMOUNT
MICHAEL J WATZA	300.00	3.30	990.00
TOTALS		3.30	990.00

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CURRENT AMOUNT DUE	\$990.00
OUTSTANDING INVOICES	\$1,290.00
TOTAL AMOUNT DUE	\$2,280.00

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Hallahan & Associates, P.C.  
Attorneys at Law  
1750 S. Telegraph Road, Suite 202  
Bloomfield Hills, Michigan 48302-0179  
(248) 731-3089

RECEIVED  
JUL - 7 2020  
CITY OF GROSSE POINTE WOODS  
CLERK'S DEPARTMENT

City of Grosse Pointe Woods  
c/o WCA Assessing  
38110 Executive Drive  
Westland, MI 48185

SUMMARY OF PROFESSIONAL SERVICES

Dates Involved: June 1-30, 2020

Invoice Number: 17475

Timekeeper Summary:

Name	Hours	Rate	Fees
Laura M. Hallahan	2.0	\$160.71	\$321.41
Seth A. O'Loughlin	1.0	\$160.71	\$160.71
Total	0.4		\$482.12

Expenses: \$0.00

Amount of This Invoice: \$482.12

Previous Balance \$0.00

Amount Due: \$482.12

101-210-801.301  
07-03-2020

*C. Behrens*  
*June 27, 2020*



101

CHARLES T. BERSCHBACK  
ATTORNEY AT LAW  
24053 EAST JEFFERSON AVENUE  
ST. CLAIR SHORES, MICHIGAN 48080-1530  
(586) 777-0400  
FAX (586) 777-0430  
blbwlaw@yahoo.com

RECEIVED  
JUL -7 2020  
CITY OF GROSSE POINTE WOODS  
CLERK'S DEPARTMENT  
CHARLES T. BERSCHBACK  
OF COUNSEL

CHARLES T. BERSCHBACK

June 30, 2020

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

**RE: June Billing**

<u>DATE</u>	<u>DESCRIPTION OF SERVICES</u>	<u>TIME</u>
5.26.20	TC JK, contract review, prep of letter re: lock up phone system (.50); Municipal Court, review of warrant, TCs (.25); TC CB, work on cell tower, TC PC Chair, TC FS (.50); TCs Municipal Court re: Wed. docket (.50); initial review of SBC appeal opinion (.75)	2.50
5.27.20	Municipal Court, meeting with B. Miro, file review, calls with Det Bur, witnesses, etc. (1.25); work on Verizon Small Cell File, TC GT (.25); review of annual Wayne County Permit packages (.25) file review, call with attorney on Parker property lot (.50); TC FS, Scott Lockwood, water mains (.25)	2.50
5.28.20	Municipal Court, review of files, all calls on docket, TCs Det Bur (1.00); TCs GT, LH, BN, review of all emails, work on Verizon file (.75); review of WOW docs., TC G Capps (.50); research OMA, work on cell tower, TCs (.75); work on SBC (.25)	3.25
5.29.20	TC Mike Watza (.25); TCs LH, Beth Miro, FS (.25); review of SBC issue (.75)	1.25
6.1.20	Review of Municipal Court files and TCs (1.75); review of package, prep for closed session, prep of City Council Resolutions for Cross Pointe (1.75); review of all emails, new business agenda item (.50); TCs, emails on Hawthorne (.25); work on SBC issues (1.00); attendance at Council meeting (2.25)	7.50
6.2.20	Work on SBC case, TCs, emails (1.50); work on Hawthorne lien issues, TC new owner (.25)	1.75
6.3.20	Calls, review of new warrant request (.75); Work on SBC case, calls (3.00); Election Commission meeting (1.25); draft of letter on Verizon app, TCs; emails, follow up (.50); Parker property (.25); TCs/emails Hawthorne, preparation of Discharge and letter to Register of Deeds (.50)	6.25
6.4.20	SBC work and calls (3.00); review of Municipal Court docket and calls (2.00); work on Verizon 5G file (.50); work on Garrido's special land use, file review, draft of letter to PC (.50)	6.00
6.5.20	Work on SBC file (3.00); review of Verizon documents, emails and TC (.50); Municipal Court, calls on cases (.50); miscellaneous calls and emails (.25)	4.25

6.8.20	Work on 5G file, preparation agenda item materials, TCs staff and Verizon (.75); TCs GT and Court re. property maintenance ticket issues (.50); review of FOIA/OMA issue (.25); work on SBC (2.75); attendance at Council and COW meetings (1.00)	5.25
6.9.20	TC GT, work on PC agenda items; letters to PC (.75); Municipal Court review and calls on Wednesday docket, review of new warrant (1.00); work on SBC (.25), miscellaneous emails and calls (.50)	2.50
6.10.20	Municipal Court, call on cases, attendance at Select Zoom cases, follow up calls and research (1.25); review of emails and Comerica loan docs; prep of required opinion letter (.50); TCs, Paul A, BN re: agenda items (.50); TCs Gary Capps, B. Miro on IT issues (.25); work on AT&T file (.50); research on water/sewer issue for BS/FS (.50)	3.50
6.11.20	Calls and emails, B. Miro, G. Capps, Paul A. (.25); AT&T cell tower file (1.00)	1.25
6.12.20	TC GT, review of emails and agenda item docs (.75); TCs Municipal Court (.25); SBC issues (.50)	1.50
6.15.20	Work on SBC, TC co-counsel (.50); review/reply to miscellaneous emails (.25); review of Council package and work on agenda items (1.00); TC BN re: agenda items and follow up (.75); TC GT (.25); letter to J Paluzzi re: building (.25); calls on Municipal Court docket (.50); attendance at Council meeting (1.25)	4.75
6.16.20	Follow up on agenda items, work on AT&T cell tower file (1.25); review of Municipal Court docket, TCs (1.75); TC Laura Hallohan on TT Rivers case, review of new petition (.25); TC attorney for Milk River (.25)	3.50
6.17.20	TT, email/TC assessor (.25); TCs DV victim and other calls (.25); TC Watza; review of OMA/EO issues, approval of contract agenda items, TC BS (1.00); TCs Det Bur, letter to residents re: ongoing neighbor dispute (.50); TC BN, Gary Capps (.25); research OMA issues (.75)	3.00
6.18.20	Meeting with J. Paluzzi and GT re: construction progress, follow up (.75); TCs, miscellaneous emails re: Hawthorne, Vernier Circle (.25); Municipal Court review of new warrant, TC Det. (.25); review of FOIA request and responsive document, TC JK re: FOIA and towing contract, review of towing contract (.50)	1.75
6.19.20	TCs M. Watza (.50); miscellaneous TCs, emails with administration (.25); work on OMA issue, review of new EO; ListServ, etc (.25); TC LH (.25); TC JK, draft of towing contract extension (.50); initial work on semi-annual litigation summary (.50)	2.25
6.22.20	TCs, work on Colonial ordinance (.50); TCs, emails (.25); review of alarm ordinance, email from BS (.25); TCs Municipal Court docket (.50)	1.50
6.23.20	Review of agenda, work on PC agenda items, TCs (1.00); TCs Municipal court case (.50); attendance at PC meeting (3.00)	4.50
6.24.20	Attendance at Municipal Court (Zoom) and follow up calls and emails (2.25); Calls (GT, LH) edits, for meeting on solar ordinance, public hearing (1.00); revisions to appointed officials contracts, emails (.25); review of insurance Proof of Loss, TCs, emails (.50); TC Tom Schultz on SBC, review of file, email to Schultz (.50)	4.50

6.25.20	meeting with BS, LH, G. Capps (.50); review of Municipal Court cases, follow up (1.00); review and reply to resident email, TCs and forward to BS/JK (.25)	1.75
6.26.20	Approval of miscellaneous contracts (.25); work on Municipal Court files (.25)	0.50
6.29.20	Review of SBC brief, TCs (1.00); work on Municipal Court issues, call with victim, emails on cases; TC GT (.50)	1.50
6.30.20	TC GT, LH re: PC agenda items, calls with Garrido's (.75); review / reply to miscellaneous emails, TCs BN, JK, BS (.50); attendance at Election Commission Meeting, calls with GT and Sue Como (.25)	1.50

CTB = 80.25 hours at \$155.00 per hour \$12,438.75  
 Costs: Wayne County Reg Deeds (Hawthorne) Recording \$15.00  
**TOTAL DUE: \$12,453.75**

TC - Telephone	GT - Gene Tutag	M/C - Mayor and Council
BS - Bruce Smith	LH - Lisa Hathaway	Det. Bur. - Detective Bureau
PC - Planning Commission	CB - Cathrene Behrens	ED - Eric Dunlap
JK - Dir. John Kosanke	TT - Tax Tribunal	FS - Frank Schulte
DV - Domestic Violence		

**Breakdown**

General	54.25 hours
Municipal Court	19.25 hours
Building/Planning Commission	6.25 hours
Tax Tribunal	.50 hours

101-210-810.000	\$8,408.75
101-210-810.100	\$2,983.75
101-210-810.200	\$968.75
101-210-810.301	\$77.50
101-210-810.000	\$15.00

7/3/2020

*C. Behrens*  
*[Signature]*  
 7/7/2020