

**NOTICE OF SPECIAL MEETING
CHARTER TOWNSHIP OF PLYMOUTH
BOARD OF TRUSTEES**

Date: Tuesday, October 27, 2015

Time: 6:00 PM

Location: Plymouth Township Hall
9955 N. Haggerty Rd., Plymouth, MI 48170



A. CALL TO ORDER at _____ P.M.

B. PLEDGE OF ALLEGIANCE TO THE FLAG

C. ROLL CALL: Nancy Conzelman ____, Chuck Curmi ____, Bob Doroshewitz ____
Ron Edwards ____, Mike Kelly ____, Shannon Price ____

D. APPROVAL OF AGENDA

Special Meeting – October 27, 2015

E. PUBLIC COMMENTS

F. BUSINESS ITEMS

- 1) Request for Board Action – Approve **Resolution 2015-10-27-26**, Resolution to Approve Assignment of DWSD Agreement to GLWA
- 2) Request for Board Action – Approve **Resolution 2015-10-27-27**, Proposed 2015 Budget for Senior Transportation
- 3) Continuation of Discussion to Fill Board Vacancy

G. ADJOURNMENT

PLEASE TAKE NOTE: The Charter Township of Plymouth will provide necessary reasonable auxiliary aids and services, such as signers for the hearing impaired and audio tapes of printed materials being considered at all Township Meetings, to individuals with disabilities at the Meetings/Hearings upon two weeks notice to the Charter Township of Plymouth by writing or calling the following: Human Resource Office, 9955 N Haggerty Road, Plymouth, MI 48170. Phone number (734) 354-3202 TDD units: 1-800-649-3777 (Michigan Relay Services)

THE PUBLIC IS INVITED AND ENCOURAGED TO ATTEND ALL MEETINGS OF THE BOARD OF TRUSTEES

Posted: October 23, 2015, 5:30 p.m.



CHARTER TOWNSHIP OF PLYMOUTH REQUEST FOR BOARD ACTION

MEETING DATE: October 27, 2015

ITEM: Resolution 2015-10-27-26 Approving Agreement to Assign DWSD Water Service Contract to Great Lakes Water Authority

PRESENTER: Patrick Fellrath

OTHER INDIVIDUALS IN ATTENDANCE: None anticipated

EXECUTIVE SUMMARY:

This Agreement was approved by the Board at its October 20, 2015 Regular Meeting but requires a certified resolution pursuant to a roll call vote. It is being resubmitted to the board along with the proposed resolution.

BACKGROUND:

ACTION REQUESTED: Approve

BUDGET/TIME-LINE:

IMPLEMENTATION PLAN:

RECOMMENDATION:

MODEL RESOLUTION: I move to approve Resolution 2015-10-27-26 approving the Assignment the Wholesale Water Service Contract between Plymouth Township and the City of Detroit Water and Sewer Department to the Great Lakes Water Authority, and authorize the Supervisor and the Clerk to sign the attached agreement.

ATTACHMENTS: Assignment Agreement and Resolution

**STATE OF MICHIGAN
COUNTY OF WAYNE
CHARTER TOWNSHIP OF PLYMOUTH**

**ASSIGNMENT OF DWSD
WHOLESALE WATER SERVICE AGREEMENT
TO GREAT LAKES WATER AUTHORITY
RESOLUTION 2015-10-27-26**

At a Special Meeting of the Charter Township of Plymouth Board of Trustees, Wayne County, Michigan, held at the Township Hall located at 9955 Haggerty Road N., Plymouth, Michigan on October 27, 2015, the following resolution was offered:

Whereas, on September 9, 2014, a Memorandum of Understanding Regarding the Formation of the Great Lakes Water Authority was adopted by the City of Detroit, the State of Michigan and the counties of Wayne, Oakland and Macomb; and

Whereas, the Memorandum of Understanding required, among other things, that the City of Detroit and the counties of Wayne, Oakland and Macomb adopt Articles of Incorporation no later than October 10, 2014, and that the City of Detroit and the Great Lakes Water Authority execute a lease agreement regarding the operation and management of the Detroit water supply and sewage disposal systems; and

Whereas, on October 10, 2014, the City of Detroit and the counties of Wayne, Oakland and Macomb adopted the Articles of Incorporation of Great Lakes Water Authority; and

Whereas, on June 12, 2015, the City of Detroit and the Great Lakes Water Authority executed two 40-year lease agreements regarding (1) the operation and management of the Detroit water supply system ("Water Lease") and (2) the operation and management of the Detroit sewage disposal system; and

Whereas, Pursuant to Sections 4.1(a)(i), 4.1(d) and 4.4 of the Water Lease, the City of Detroit assigned and the Great Lakes Water Authority assumed all of Detroit's rights, duties, liabilities, responsibilities and obligations under the wholesale customer water contracts without any impairment to said contracts; and

Whereas, Article III of the Water Lease provides that the effective date of the Water Lease is dependent upon the satisfaction of certain conditions precedent, including obtaining the consent of the wholesale water customers to the assignment of their 30-year water service contracts to the Great Lakes Water Authority pursuant to Section 3.2(j) of the Water Lease; and

Whereas, pursuant to the Water Lease, and as provided in Article 13 of the Water Service Contract, the City of Detroit has presented an Agreement to Assign Wholesale Customer Water Service Contract between the City of Detroit Water and Sewerage Department, the Great Lakes Water Authority and this community for the assignment of the Water Service Contract

Resolution: 2015-10-27-26

Agreement to Assign Wholesale Customer Water Service Contract

This Agreement to Assign Wholesale Customer Water Service Contract ("Agreement") is entered into by and between the City of Detroit Water and Sewerage Department, a Michigan municipal corporation ("Detroit"), and the Great Lakes Water Authority, a Michigan municipal authority and public body corporate created pursuant to Act 233 of 1955 ("GLWA"), and the Charter Township of Plymouth, a Michigan municipal corporation ("Customer") (collectively, the "Parties"), and states as follows:

Recitals

A. Detroit and Customer entered into a water service contract dated May 19, 2009, as subsequently amended ("Contract"), which is fully incorporated by reference; and

B. On June 12, 2015, Detroit and the GLWA entered into a lease agreement whereby the GLWA was conveyed, amongst other items, a leasehold interest in all Detroit water facilities ("Water Lease Agreement"); and

C. Pursuant to Sections 4.1(a)(i), 4.1(d) and 4.4 of the Water Lease Agreement, Detroit has assigned and the GLWA has assumed all of Detroit's rights, duties, liabilities, responsibilities and obligations (collectively, "Rights and Obligations") under the Contract without any impairment to the Contract; and

D. Article III of the Water Lease Agreement provides that the effective date of the Water Lease Agreement is dependent upon the satisfaction of certain conditions precedent, including obtaining the consent of Customer to the assignment of its Contract to the GLWA as provided in Section 3.2(j); and

E. The Parties intend to achieve a novation of the Contract by the substitution of the GLWA for Detroit with respect to all rights and Obligations under the Contract; and

Accordingly, in consideration for Detroit's agreement to assign its Rights and Obligations under the Contract, and the GLWA's agreement to assume those Rights and Obligations, and the Customer's agreement to accept this substitution, the Parties agree as follows:

1. The GLWA shall be assigned Detroit's Rights and Obligations under the Contract as of the date upon which the conditions precedent to the Water Lease Agreement have been met, which date shall be the effective date of the novation and of this Agreement ("Effective Date"). All terms and conditions of this Agreement shall take effect only upon the Effective Date. In the event that the conditions precedent necessary to effectuate the Water Lease Agreement are not met, then this Agreement shall become null and void and shall have no legal effect.

2. The Rights and Obligations of Detroit under the Contract shall be extinguished and Detroit waives any claims and rights against the Customer that it now has or may have in the future in connection with the Contract and shall not be permitted to bring any such claims against Customer. Any claim brought in violation of this Agreement shall be controlled by the terms of the Water Lease Agreement.

3. The GLWA shall be bound by and perform the Contract in accordance with the terms and conditions of the Contract. The GLWA assumes all Rights and Obligations of, and all claims against, Detroit under the Contract as if the GLWA were the original party to the Contract. The GLWA ratifies all previous actions taken by Detroit with respect to the Contract, with the same force and effect as if the action had been taken by the GLWA.

4. The Customer recognizes the GLWA as Detroit's successor in interest in and to the Contract and that the GLWA is entitled to all rights, titles and interests of Detroit in and to the Contract as if the GLWA were the original party to the Contract.

5. All terms, conditions, and covenants of the Contract shall remain in full force and effect, and the GLWA shall fulfill all such terms, conditions and covenants.

6. This Agreement and all actions arising under it shall be governed by the law of the State of Michigan.

7. This Agreement may be executed and delivered in counterparts, including by facsimile transmission, each of which will be deemed an original.

In Witness Whereof, the Parties, by their duly authorized officers and representatives, indicate their concurrence with the terms and conditions of this Agreement:

City of Detroit, Water and Sewerage Department:

By: _____
Sue F. McCormick
Its: Director

Great Lakes Water Authority:

APPROVED BY GLWA
BOARD OF DIRECTORS ON:

By: _____
Sue F. McCormick
Its: Interim Chief Executive Officer

Date

Charter Township of Plymouth:

By: _____
Shannon Price
Its: Supervisor

By: _____
Nancy Conzelman
Its: Clerk

APPROVED BY
PLYMOUTH TOWNSHIP BOARD ON:

Date



CHARTER TOWNSHIP OF PLYMOUTH REQUEST FOR BOARD ACTION

MEETING DATE: October 27, 2015

ITEM: 2015 Senior Transportation Fund Budget

PRESENTER: Shannon Price, Supervisor

OTHER INDIVIDUALS IN ATTENDANCE: None anticipated.

BACKGROUND:

The Charter Township of Plymouth, City of Plymouth, the Community Council on Aging, and the Plymouth United Way partner to provide transportation service to residents of both the Township and the City that are 55 years of age or older.

Service is available to and from any destination within Plymouth Township and the City of Plymouth. Transportation is also available to a number of local area hospitals, medical facilities, and grocery stores outside of the Plymouths.

The Charter Township of Plymouth is now taking over the hosting and accounting of these services. As a result, the Township is creating an enterprise fund named "Transportation Fund", and must approve a budget for the remainder of this year. The funding formula that is currently in place will not change except that the City of Plymouth will now reimburse Plymouth Township for the services provided. The Township will submit an invoice to the City on a monthly basis.

BUDGET/ACCOUNT NUMBER: The new fund number is 588.

RECOMMENDATION: Approve

MODEL RESOLUTION: I move to approve Resolution 2015-10-27-27 adopting the 2015 Senior Transportation Fund Budget.

ATTACHMENTS: Resolution and Budget

**ADOPTED 2015 TRANSPORTATION FUND BUDGET
RESOLUTION 2015-10-27-27**

Resolution: 2015-10-27-27

**Charter Township of Plymouth
2015 Recommended Transportation Fund Budget**

WHEREAS, the Township Supervisor has presented the Recommended 2015 Budget for the Transportation Fund , and;

WHEREAS, the Board of Trustees has been advised of the contents of said Budget;

NOW, THEREFORE, BE IT RESOLVED, that the Transportation Fund Budget be approved as presented:

	Recommended 2015 Budget
REVENUE	
Transportation Revenue	\$ 23,400
Interest	\$ -
Total Revenue	\$ 23,400
EXPENSES	
Salary - Supervisory	\$ 7,000
Salary - Drivers	\$ 7,500
Fringe Benefits	\$ 1,985
Pension - Non Rep.	\$ 1,050
Social Security	\$ 1,200
Workmen's Compensation	\$ 435
Depreciation	\$ -
Office Supplies	\$ 500
Legal	\$ -
Telephone	\$ 500
Utilities	\$ 500
Financial Consultant	\$ 750
Auto Expense	\$ 1,980
Total Expenditures	\$ 23,400
Net Assets- Beginning	\$ -
Net Assets- Ending	\$ -