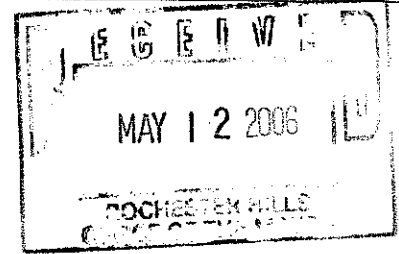


May 4, 2006



Dear Valued Water Customer,

We are pleased to announce that on February 14, 2006, the Technical Advisory Committee (TAC), a partnership of the Detroit Water and Sewerage Department (DWSD) and its wholesale water customers, approved a new model contract at an 80% level of completion. The TAC also endorsed a communications outreach to all customers to gain feedback and input to complete the model. This letter is the first step in the outreach process.

A team of customers, DWSD staff, consultants, and City of Detroit legal counsel - has developed the model contract. The purpose of the model is to replace the current contracts, to provide a standard for all DWSD customer water contracts, and to significantly improve our relationship with you. The target completion date is September 30, 2006, after which DWSD will begin negotiating new contracts. The model contract contains three important design elements, elements that have been shaped and refined by your fellow customers.

1. DWSD and the customers will establish desired pressure ranges for service, and DWSD will strive to deliver water within these ranges.
2. The customer will agree to establish and not to exceed a maximum flow rate over a ten-year period. These low rates will become part of each individual customer's rate calculation, replacing the need for annual peaking factors. Both pressure ranges and maximum flow rates will be renegotiable after five years.
3. The TAC, formed in 2003 to facilitate a more cooperative relationship between DWSD and its customers, will annually review contract incidents regarding pressure ranges and flow limits. The TAC will also review the process of establishing and maintaining pressure ranges and maximum flow limits every five years.

The TAC believes that this model contract offers many benefits to DWSD and its customers:

- The establishment of a maximum flow rate over ten years will reduce rate volatility, as customer's rates will not be dependent on annual coincidental peaking factor measurements.
- The establishment of pressure ranges and maximum flow rates will encourage coordinated long-range system planning between DWSD and its customers.

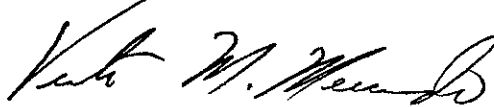
May 4, 2006

Page 2

- Customers will have a voice, through the TAC, in reviewing system wide issues and developing recommendations to address storage and other operational parameters.
- The contract will encourage long range planning by customers and facilitate DWSD's ability to continue providing high quality service.

As the TAC is preparing to launch a series of customer information meetings regarding the model contract, we urge you to become involved in the process. Please contact Public Affairs Manager, George Ellenwood, at 313-964-9460 for more information on this initiative.

Sincerely,



Victor M. Mercado
Director

VMM:GE:sgg

Attachments: 80% Approved Model Contract, dated March 13, 2006

TAC Contracts Work Group Discussion Draft - 3/13/06

**WATER SERVICE CONTRACT
BETWEEN
CITY OF DETROIT, BOARD OF WATER COMMISSIONERS
AND**

This Water Service Contract ("Contract") is made between the City of Detroit, a municipal corporation, by its Water and Sewerage Department and Board of Water Commissioners (the "Board"), and _____, a municipal corporation ("Customer").

Whereas, the Board owns and operates a public water supply system ("System"); and

Whereas, the Board has contracted to supply water service to numerous governmental entities in southeastern Michigan; and

Whereas, Customer desires to obtain water service from the Board; and

Whereas, the purpose of this Contract is to provide for the long-term service of potable water to Customer; and

Whereas, the Board implemented a voluntary partnering effort with its water customers, of which the Technical Advisory Committee is a central part and which is intended to assist the Board in data gathering, alternative evaluations and recommendations, and to provide assistance with a cohesive planning effort for the Board's southeast Michigan water service area;

ACCORDINGLY, THE PARTIES AGREE AS FOLLOWS:

Article 1. Definitions

1.01 The following words and expressions, or pronouns used in their stead, shall be construed as follows:

"City" shall mean the City of Detroit, a municipal corporation, acting through its Water and Sewerage Department.

"Contract" shall mean each of the various provisions and parts of this document, including all attached Exhibits and any amendments thereto, as may be executed and approved by the Board of Water Commissioners and by the Detroit City Council.

"Daily Demand" shall mean any reported water usage during any twenty-four (24) hour period as measured from 12:00 a.m. eastern standard time. The Daily Demand shall be utilized to determine Customer's Maximum Day Demand.

"Hourly Demand" shall mean any recorded water usage from top-of-the-hour to top-of-the-hour (e.g. 12:00 a.m. to 1:00 a.m.) eastern standard time. The Hourly Demand shall be utilized to determine Customer's Peak Hour Demand.

TAC Contracts Work Group Discussion Draft - 3/13/06

“Maximum Day Demand” shall mean the amount of water usage that Customer commits not to exceed. Customer’s Maximum Day Demand shall be determined by Daily Demand.

“Minimum Annual Volume” shall mean fifty percent (50%) of Customer’s projected annual volume from July 1st to June 30th.

“Notices” shall mean all notices, consents, approvals, requests and other communications required to be given under the terms of this Contract.

“Peak Hour Demand” shall mean the amount of water usage that Customer commits not to exceed in any top-of-the-hour to top-of-the-hour period. Customer’s Peak Hour Demand shall be determined by Hourly Demand.

“Service Area” shall mean the mutually agreed upon area where Customer is permitted to subsequently distribute water received from the Board under the terms of this Contract which (a) may be entirely within the corporate limits of Customer or may exceed the corporate limits of Customer and (b) which may or may not include the entire geographical area within the Customer’s corporate limits.

“Technical Advisory Committee” shall mean the committee consisting of representatives of the Detroit Water and Sewerage Department, its customers and its respective sub-work groups, and shall include its successor or replacement if altered or discontinued.

Article 2.

Contract Term, Renewal and Termination

- 2.01 The Board shall sell water to Customer from the Board’s System in accordance with the terms of this Contract for a period of thirty-five (35) years from the effective date of this Contract (“Contract Term”), subject to Customer’s satisfaction of the repayment of its capital cost repayment obligations, if any, under Article 3, Early Termination Costs. The effective date of this Contract shall be the date that this Contract is approved by the Detroit City Council or Customer’s governing body, whichever is later.
- 2.02 This Contract shall automatically renew every thirty-five (35) years for an additional thirty-five (35) year term, unless a party provides written notification to the other party in accordance with Article 16, Notices, on or before the conclusion of the twenty-fifth (25th) year of the then current Contract Term. The automatic renewal of this Contract shall not preclude a review of its terms and the parties are encouraged to reaffirm or amend its terms as necessary.
- 2.03 The Board shall be the sole supplier of potable water to Customer’s Service Area, as defined in Article 4. This Contract replaces and supersedes any prior water service contracts between the parties.

TAC Contracts Work Group Discussion Draft - 3/13/06

Article 3. Early Termination Costs

- 3.01 In addition to any other remedies provided for by law or by the terms of this Contract, Customer shall be liable to the Board for the payment of any costs incurred by the Board related to providing water to Customer in the event Customer terminates this Contract before the conclusion of a Contract Term ("Early Termination Costs"), provided however that payment of such Early Termination Costs by Customer shall not entitle Customer to receive water service from the Board.
- 3.02 Payment of Early Termination Costs will be calculated by applying the adjusted prevailing water rate to the minimum annual volume requirements for the remainder of the Contract Term. The adjusted prevailing rate shall be the rate charged by the Board to Customer as of Customer's effective termination date, adjusted to reflect projected inflationary increases utilizing the wholesale price index, or other mutually agreed upon standardized price index, over the remainder of the Contract Term.
- 3.03 If the Board has constructed facilities specifically for the benefit of Customer, additional costs may be included in the calculation of the Early Termination Costs, provided that any such facilities shall be identified in a written agreement between the Board and Customer.
- 3.04 Should Customer terminate this Contract before the conclusion of a Contract Term, Customer's minimum annual volume may be re-allocated at the discretion of the Board for the benefit of the System. Any re-allocation of minimum annual volumes between the Board's water customers may occur only with the prior written approval of the Board.

Article 4. Service Area

- 4.01 Water shall be delivered by the Board to Customer at the location(s) identified in Exhibit A attached hereto and made a part of this Contract (collectively, the "Water Distribution Points"), and at other such locations as may be mutually agreed upon by the Board and Customer.
- 4.02 The Board shall have no responsibility for distributing, operating and maintaining any portions of the water supply system downstream of the Water Distribution Points shown in Exhibit A. The Board owns and is responsible for operating and maintaining all parts of its System upstream from Customer's Water Distribution Points.
- 4.03 Customer's subsequent distribution of water supplied by the Board shall be limited to the Service Area stated in Exhibit A. Customer may supply water to such other specific customers or areas beyond its Service Area as mutually agreed upon between Customer and the Board.
- 4.04 Water Distribution Points may be added or changed only by the express written agreement of the Board and Customer and shall be embodied in an amendment to this Contract.

Article 5.

System Pressure; Maximum Flow Rate; Minimum Annual Volume

- 5.01 The Board shall, to the extent practicable, deliver water at the Water Distribution Points at a pressure range adequate to meet the reasonable requirements of Customer. [Note: pressure cannot be guaranteed at deduct meters.] The pressure to be provided by the Board to Customer's Water Distribution Points shall be no less than _____ pounds per square inch and no more than _____ pounds per square inch ("Pressure Range").
- 5.02 If the water pressure at Customer's Water Distribution Points is above or below the Pressure Range, the parties shall meet to discuss the reasons for the non-compliance therewith and, if agreed, develop and implement a written corrective action plan within sixty (60) calendar days, or as otherwise agreed. If Customer is exceeding its Maximum Flow Rate (set forth in Section 5.03) at the time Customer experiences a variation from the Pressure Range, then the Board shall be relieved from its obligation to provide water to Customer within the Pressure Range.

[Open Issue: Depending on decision of rates workgroup, possibly insert table showing maximum & minimum hydraulic grade-line, rather than pressure.]

- 5.03 For the first ten (10) years of the Contract Term, the flow rate supplied to Customer shall not exceed _____ million gallons in any single day as measured by Daily Demand ("Maximum Day Demand") and _____ million gallons in any single hour as measured by Hourly Demand ("Peak Hour Demand"), (collectively, the "Maximum Flow Rate"). Not later than the fifth (5th) year of the Contract Term, the Board and Customer shall negotiate a Maximum Flow Rate and Pressure Range for the remainder of the Contract Term.
- 5.04 Customer shall not exceed the Maximum Flow Rate stated in Section 5.03. The Board has no obligation to supply to Customer more than the Maximum Flow Rate. If Customer exceeds its Maximum Flow Rate, the Board and Customer may, as needed, do one or more of the following:
- A. Customer shall take all reasonable steps to reduce its consumption to the Maximum Flow Rate. Such steps may include, without limitation, water conservation measures, outdoor water use restrictions, water loss studies and remediation, and a moratorium on building permits.
 - B. The parties may meet to negotiate a new Maximum Flow Rate. Customer shall pay any costs associated with the new Maximum Flow Rate.

TAC Contracts Work Group Discussion Draft - 3/13/06

- C. The Board may recalculate Customer's rate utilizing a revised cost allocation formula as follows:

Customer will be allocated certain capital and demand-related costs associated with its Maximum Flow Rate. The allocated costs which form the basis for the Maximum Flow Rate may be modified periodically to reflect an increase in the Maximum Flow Rate over a ten (10) year period. If Customer exceeds its Maximum Flow Rate at any time during the 10 year period, a new maximum flow rate, established for cost allocation purposes only, will automatically become equal to the highest actual flow rate demonstrated by Customer. Customer's exceedence of its Maximum Flow Rate will continue to affect each subsequent year's rate calculation until renegotiated. If a rate has been approved for the next fiscal year but such rate has not yet been applied, the Board may modify Customer's rate to account for an exceedence of its Maximum Flow Rate. If the Board has built capital facilities based upon Customer's negotiated Maximum Flow Rate and Customer consistently exceeds its Maximum Flow Rate, then the Board may re-calculate the amount of Customer's percentage of the capital cost of such facilities.

- 5.05 During the term of this Contract, Customer shall purchase from the Board not less than a minimum annual volume of water equal to _____ million cubic feet. If Customer's annual metered volume is less than the minimum annual volume, Customer shall pay to the Board the difference between the metered volume and the minimum annual volume.
- 5.06 If Customer has failed in its obligations under either Section 5.03 or Section 5.04, the parties shall meet to discuss the reasons for the non-compliance therewith and develop and implement a written corrective action plan within sixty (60) calendar days, or as otherwise agreed. If the parties determine that a corrective action plan is not required and a subsequent incident of non-compliance occurs, the parties shall meet to develop and implement a written corrective action plan within sixty (60) calendar days, or as otherwise agreed.
- 5.07 If at any time the Board is required, under the terms of this Article 5, to develop and implement a corrective action plan and the plan involves incurring capital costs, the Board will determine whether such costs will be charged as either a System cost or whether the cost will be borne by a specific customer or customers. If at any time Customer is required, under the terms of this Contract, to develop and implement a corrective action plan, Customer will pay all costs related thereto.

Article 6. Governance-Decision Making

- 6.01 The Board and Customer acknowledge and agree that the Technical Advisory Committee is formed to facilitate a cooperative working partnership between the Board and its customers to facilitate a cohesive regional water system planning effort.
- 6.02 The Technical Advisory Committee shall review and evaluate the flow rates, pressures and annual volumes for the System every five (5) years to assist the Board in its regional water system planning effort.

TAC Contracts Work Group Discussion Draft - 3/13/06

6.03 The Board will present an annual report to the Technical Advisory Committee on all instances of non-compliance with the parties' obligations contained in Article 5 herein, including customer and Board responses thereto.

6.04 The Board shall provide Customer and the Technical Advisory Committee with notice of the proposed rates for each fiscal year as early as possible before the implementation of such rates.

Article 7. Rates; Estimate of Usage

7.01 Customer agrees to pay for all water supplied by the Board at such rates as the Board may establish. It is mutually understood that such rates shall be reasonable in relation to the costs incurred by the Board for the supply of water and shall conform to Public Act 34 of 1917, Michigan Compiled Laws, Sec. 123.141, et seq., as amended. The Board shall give written notice of any changes in the rates. Such notice shall be made in accordance with Section 5e of Public Act 279 of 1909, Michigan Compiled Laws, Sec. 117.5e, as amended, ("Act 279").

7.02 Not less than thirty (30) days prior to the hearing required by Act 279, the Board shall provide Customer with written notice of a proposed rate and the underlying data used to calculate the rate. The Board shall meet with Customer to review the rate and the data.

7.03 Customer agrees to accept the Board's reasonable estimates of quantities of water supplied during all periods in which meters fail to measure correctly all water supplied, provided that there is a reasonable basis for such estimates. Customer and the Board shall, through their respective technical representatives, seek agreement upon a method to estimate such quantities. In the event the parties are unable to agree upon a method to estimate such quantities, the Board's determination of a method shall be conclusive.

Article 8.

Maintenance and Ownership of Meters and Other Appurtenances

8.01 All water furnished by the Board to Customer shall be measured by water meters installed in meter vaults at Customer's Water Distribution Points.

8.02 The Board shall own and maintain all water meters and meter pits for the Water Distribution Points installed as of the effective date of this Contract.

8.03 Customer shall be responsible for maintaining at its Water Distribution Points any and all appurtenances as may be designated in Exhibit A. Should Customer fail to maintain the appurtenances shown in Exhibit A, the Board may take reasonable steps to maintain said appurtenances and charge the reasonable cost of doing so to Customer.

8.04 For any new Water Distribution Points that may be constructed or installed after the effective date of this Contract, Customer shall furnish, at Customer's expense, a water meter and meter pit that meets the Board's specifications. Any replacement water meters for said new Water Distribution Points shall be furnished by the Board and such expense

TAC Contracts Work Group Discussion Draft - 3/13/06

therefor shall be recovered through the Board's rates. The Board shall own and maintain all water meters after installation or replacement.

- 8.05 After the effective date of this Contract, all newly installed Customer pressure reducing valves shall be installed in a vault which is separate from the Board's meter pit.

(Open Issue: Workgroup has put a hold on discussing whether the Board or Customer should be responsible for purchasing, installing, and maintaining PRVs until the rates issues have been resolved.)

Article 9. Dispute Resolution

- 9.01 The Board and Customer agree that any and all claims alleging a breach of this Contract, other than claims requiring immediate relief to prevent irreparable harm to a party, public health or the environment, may first be submitted to an alternative dispute resolution process. Such an alternative dispute resolution process may include, but is not limited to, facilitation, binding arbitration, or non-binding arbitration. The parties shall agree upon the form and procedures for the agreed upon alternative dispute resolution process. If the matter is not resolved through an alternative dispute resolution process, or if the parties cannot agree upon the form and procedures for the alternative dispute resolution process, the parties may seek legal recourse in a court of competent jurisdiction. For claims requiring immediate relief to prevent irreparable harm, either party may seek relief directly from a court of competent jurisdiction without submitting the matter to the alternative dispute resolution process.

Article 10. Default Provisions

- 10.01 In the event either party commits a material breach of this Contract, the party alleging the breach shall give written notice of the breach to the other party within a reasonable time of discovering the breach. The party in breach shall be given a reasonable time to cure the breach. If the party in breach fails to cure the breach, the non-breaching party may declare this Contract in default and pursue all available legal remedies, including termination of this Contract for cause.

Article 11. Force Majeure and Other Events

- 11.01 No failure or delay in performance of this Contract, by either party, shall be deemed to be a breach thereof when such failure or delay is caused by a force majeure event, including but not limited to, any Act of God, strikes, lockouts, wars, acts of terrorism, riots, epidemics, explosions, sabotage, breakage or accident to machinery or lines of pipe, the binding order of any court or governmental authority, or any other cause, whether of the kind herein enumerated or otherwise, not within the control of a party, except that no cause or contingency shall relieve Customer of its obligation to make payment for water delivered by the Board.
- 11.02 Except to the extent that the Board is a proximate cause, it is expressly understood and agreed between the parties that the Board shall not be held liable or accountable for any bursting, leakage, breakage, damage or accident of any kind that may occur to Customer's water works system, or any damages of any kind or nature, including, but not

TAC Contracts Work Group Discussion Draft - 3/13/06

limited to, injury to persons or damage to property, resulting from such bursting, leakage, breakage, damage or accident that may occur to water mains or pipes located past the Water Distribution Points specified herein, or located within Customer's distribution system.

- 11.03 In the event proper operation or the public health, safety and welfare requires the Board to discontinue temporarily all or part of the supply of water to Customer, no claims for damages of any kind or nature for such discontinuance shall be made by Customer against the Board.

Article 12. Timely Payment

- 12.01 Bills for water service shall be rendered to Customer on a monthly basis. All such bills shall be due and payable within thirty (30) calendar days from the date shown on the bill. Any portion of the charges that are not paid by the due date shall be subject to a finance charge at a rate of 1.5% per month for each month that they remain unpaid. Any portion of the total bill, plus any finance charges applied to the bill which are not paid by the next billing date, shall be shown on the next bill as arrears. Customer recognizes the right of the Board to disconnect water service if bills are overdue ninety (90) calendar days from the billing date. The Board shall not terminate water service if there is a good faith dispute concerning the accuracy of billings. If the accuracy of a bill is in dispute, Customer shall place the disputed amount in an escrow account pending resolution of the dispute. Accrued interest on the escrow account shall belong to the party that prevails in the resolution of the dispute.

Article 13. Assignment

- 13.01 Neither this Contract nor any part of it shall be assigned by either party without the prior written consent of the other party. Consent to an assignment by either party shall not be unreasonably withheld.

Article 14. Reserved

Article 15. Amendment

- 15.01 The parties may from time to time consider it in their best interests to change, modify or extend a term, condition or covenant of this Contract. Any such change, addition, deletion, extension or modification, which is mutually agreed upon by the Board and Customer shall be incorporated in written amendments to this Contract. Such amendments shall not invalidate this Contract nor relieve or release either party of any of its respective obligations under this Contract unless so stated in the amendment.
- 15.02 No amendment to this Contract shall be effective and binding upon the parties unless it expressly makes reference to this Contract, is in writing, is signed and acknowledged by duly authorized representatives of both parties, and is approved by the City Council and other appropriate City agencies.

TAC Contracts Work Group Discussion Draft - 3/13/06

Article 16. Notices

- 16.01 Except as otherwise specified herein, all notices, consents, approvals, requests and other communications (collectively, "Notices") required or permitted under this Contract shall be given in writing and mailed by first class mail, addressed as follows:

If to the Board:

Director
Detroit Water and Sewerage Department
735 Randolph
Detroit, Michigan 48226

If to Customer:

Title _____
Address _____

- 16.02 All Notices shall be deemed given on the day of post-marked mailing. Any Notice given by a party hereunder must be signed by an authorized representative of such party.
- 16.03 Notwithstanding the requirement above as to the use of first-class mail, change of address notices, termination notices, and other Notices of a legal nature, shall be sent by certified first-class mail, postage prepaid, return receipt requested.

Article 17.

Co-mingling of Water Sources; Emergency Exception

- 17.01 For the protection of the health of all consumers supplied with water from the Board's water system, Customer agrees to guard carefully against all forms of contamination. Should contamination occur, the area or areas affected shall immediately be shut off and isolated, and shall remain so until such conditions shall have been abated, and the water declared safe and fit for human consumption by the properly constituted governmental health agencies having jurisdiction of the area affected. Customer shall immediately notify the Board, and the Board shall immediately notify Customer, of any emergency or condition, which may affect the quality of water in either party's system.
- 17.02 Except in cases of emergency, Customer will not permit water from any other source of supply to be mixed or mingled with water from the Board's water system without prior written approval from the Board. In cases of emergency, only such water from sources other than the Board shall be used as shall meet the requirements of the Michigan

TAC Contracts Work Group Discussion Draft - 3/13/06

Department of Environmental Quality, and then only in such quantities as shall be necessary to relieve the emergency.

- 17.03 During emergencies, Customer's water facilities may be used and connected, at the discretion of the Board, to water facilities serving other communities for flow in either direction to provide an adequate water supply from the Board's system to Customer and to other areas and other units of government. Customer shall be permitted to immediately make an emergency connection when the connection point to be used has been previously approved for emergency use by the Board in writing, provided that Customer shall, after making the connection, promptly notify the Board of such event. When the emergency has been abated, the emergency connection must be severed as soon as practicable. The Board must approve, in writing, the continuation of any emergency connection that is required for longer than seven (7) calendar days. If an approved emergency connection continues for more than seven (7) calendar days, Customer must provide the Board with weekly updates on the emergency and a schedule for abatement of the emergency that must be approved by the Board in writing.

Article 18.

Easements and Rights-of-Way; Main Relocation

- 18.01 The Customer shall assist the Board to obtain permission to use streets, highways, alleys, and/or easements in the local governmental units within the Customer's jurisdiction for the purpose of constructing, maintaining, and operating water facilities to adequately service the Customer's jurisdiction and other areas. This assistance shall include obtaining the consent of the local governmental units, as provided in Article 7, Section 29, Michigan Constitution of 1963. In the event of such construction, the Board shall request the Customer and local governmental units within the Customer's jurisdiction to execute such separate instruments granting rights-of-way in its streets, highways, and alleys as may be reasonably required by the Board. The Board shall restore all existing structures and/or improvements lying in the right-of-way of construction to as good a condition as before the construction took place. Any such facilities constructed, maintained and operated under this section shall remain the property of the Board and shall not be operated or maintained by any entity other than the Board or its authorized representatives.
- 18.02 Should future construction by any federal, state, county or local agency require relocation of a water transmission main, meter pit or other Board facility, the cost incurred by the Board for such relocation, if not reimbursed by the agency requiring the relocation, will be charged in future rates to those customers which receive water service from the relocated water facility.
- 18.03 The Board shall be granted temporary and permanent easements, and shall be permitted to use the streets, alleys and highways within Customer's legal jurisdiction for the purpose of constructing, operating and maintaining the Board's System. This consent by

TAC Contracts Work Group Discussion Draft - 3/13/06

Customer is given in compliance with Article 7, Sec. 29 of the Michigan Constitution of 1963.

Article 19. Board Rules

- 19.01 Customer agrees to conform to all adopted and generally applicable policies, rules and regulations of the Board, which have been provided to Customer.

[Open Task: Create package that can be distributed to customers.]

Article 20. Access to Towers and Antennas

- 20.01 Where possible, each party shall give to the other party access to towers and antennas under its respective jurisdiction for the purpose of transmitting information recorded in the meter pits. Such access shall not be unreasonably denied by either party.

Article 21. Relationship to Wastewater Services

- 21.01 Customer and the Board acknowledge that future growth in the water distribution system may place additional burdens on their respective wastewater systems. Customer, if it is also a wastewater disposal services customer of the Board, understands that any increase in the volume of water it receives from the Board's System is not a guarantee of increased capacity in the Board's wastewater disposal system.

Article 22. Construction Standards

- 22.01 The Board shall have the right to review and approve Customer's construction plans for meter pits for new Water Distribution Points, pump stations, reservoirs and water towers.

Article 23. Miscellaneous

- 23.01 If any provision of this Contract or its application to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Contract shall not be affected and shall remain valid and enforceable to the fullest extent permitted by law.
- 23.02 This Contract contains the entire agreement between the parties and all prior negotiations and agreements are merged into this Contract. Neither party has made any representations except those expressly set forth in this Contract, and no rights or remedies are, or shall be, acquired by either party by implication or otherwise unless expressly set forth in this Contract.

TAC Contracts Work Group Discussion Draft - 3/13/06

- 23.03 Unless the context otherwise expressly requires, the words "herein," "hereof," and "hereunder," and other words of similar import, refer to this Contract as a whole and not to any particular section or subdivision.
- 23.04 The headings of the sections of this Contract are for convenience only and shall not be used to construe or interpret the scope or intent of this Contract or in any way affect the same.
- 23.05 The rights and remedies set forth in this Contract are not exclusive and are in addition to any of the rights or remedies provided by law or equity. This Contract and all actions arising under it shall be governed by, subject to, and construed according to the law of the State of Michigan. Each party agrees, consents and submits to the exclusive personal jurisdiction of any state or federal court of competent jurisdiction in Wayne County, Michigan, for any action arising out of this Contract. Each party also agrees that it shall not commence any action against the other party because of any matter whatsoever arising out of or relating to the validity, construction, interpretation and enforcement of this Contract in any state or federal court of competent jurisdiction other than one in Wayne County, Michigan.
- 23.06 The Customer covenants that it is not, and shall not become, in arrears to the City upon any contract, debt, or other obligation to the City.
- 23.07 This Contract may be executed in any number of originals, any one of which shall be deemed an accurate representation of this Contract. Promptly after the execution of this Contract, the Board shall provide a copy to the Customer.
- 23.08 The rights and benefits under this Contract shall inure to the benefit of and be binding upon the respective parties hereto, their agents, successors, and assigns.
- 23.09 Any and all documents, memoranda, reports, exhibits or other written material referred to in this Contract are and shall be incorporated by reference herein.
- 23.10 This Contract shall not become effective until the Contract has been adopted and executed by Customer and the Board, the Contract has been authorized by resolution of the City Council, and the Contract has been signed by the City's Purchasing Director.

* * * *

TAC Contracts Work Group Discussion Draft - 3/13/06

In Witness Whereof, the Board and Customer, by and through their duly authorized officers and representatives, have executed this Contract.

Witnesses:

1. _____
(signature)

2. _____
(signature)

Witnesses:

1. _____
(signature)

2. _____
(signature)

City of _____ :

By: _____
(signature)

(print name)

Its: _____
(title)

**City of Detroit,
Board of Water Commissioners:**

By: _____
(signature)

(print name)

Its: _____
(title)

**THIS CONTRACT WAS APPROVED
BY CUSTOMER'S GOVERNING BODY ON**

Date

**THIS CONTRACT WAS APPROVED
BY THE DETROIT CITY COUNCIL ON**

Date

**APPROVED BY LAW DEPARTMENT
PURSUANT TO SECTION 6-406 OF THE
CHARTER OF THE CITY OF DETROIT**

Corporation Counsel Date

Purchasing Director Date

TAC Contracts Work Group Discussion Draft - 3/13/06

EXHIBIT A Customer's Water Distribution Points

Note: This Exhibit will be a map showing the following:

1. The corporate limits of Customer.
2. The agreed upon water Service Area of Customer which (a) may or may not be entirely within the corporate limits of Customer and (b) which may or may not include the entire area within the Customer's corporate limits.
3. The specific location of the Water Distribution Points.
4. A list of all appurtenances to be maintained by Customer.

* * * * *