



* Berkley * Beverly Hills * Bingham Farms * Birmingham
* Clawson * Huntington Woods * Lathrup Village * Pleasant Ridge
* Royal Oak * Southfield * Southfield Township

AGENDA

Regular Meeting – Wednesday, January 10, 2024 – 8:30 a.m.

Berkley Parks and Recreation, 2400 Robina

1. Meeting Called to Order
2. Roll Call, Recognition of Visitors & Public Comment
3. Approval of Agenda
4. Approval of Minutes – Regular Meeting – December 13, 2023 and Special Meeting – December 19, 2023
5. Approval of Warrants – WA-861
6. **ADMINISTRATIVE REPORTS**
 - A. GLWA Rate Process for 2024/25
 - B. GLWA Issues
 - C. Webster Tank Separation Project
 - D. Lead and Copper Rule – System Materials Inventory and Consumer Notification
7. **ITEMS NOT ON AGENDA**
8. **MONTHLY REPORTS**
 - A. Water Consumption Reports – December 2023

- B. Budget Analysis – December 2023
- C. Budget Analysis – July 2023 – December 2023
- D. Water Samples – December 2023
- E. Precipitation – Inches (Webster Pumping Station)

Joint Meeting

1. Approval of General Manager Employment Agreement
2. Personnel Policy Change – Administrative Staff Retiree Health Care and Paternity Leave

9. Adjournment

Notice: The Southeastern Oakland County Water Authority will provide necessary, reasonable auxiliary aids and services, such as signers, for the hearing impaired, or audiotapes of printed materials being considered at the meeting to individuals with disabilities. All such requests must be made at least five days prior to said meeting. Individuals with disabilities requiring auxiliary aids or services should contact the Southeastern Oakland County Water Authority by writing or calling: General Manager's Office, 3910 W. Webster Road, Royal Oak, MI 48073; (248) 288-5150.

SOUTHEASTERN OAKLAND COUNTY WATER AUTHORITY
Regular Meeting – December 13, 2023
Table of Contents

Agenda Approved as Submitted –	11465
<u>MINUTES</u>	
Meeting Minutes – Regular Meeting – November 8, 2023 – Approved –	11466
<u>WARRANTS</u>	
Warrant No. WA-860 – Approved –	11467
<u>ADMINISTRATIVE REPORTS</u>	
GLWA Rate Process for 2024/25 – Received and Filed –	11468
November Water Sales – Received and Filed –	11469
GLWA Issues – Received and Filed –	11470
PA 202 Report – Received and Filed –	11471
Webster Tank Separation Project – Received and Filed –	11472
Purchase of Three Trucks – Approved –	11473
Meeting Adjourned into Closed Session – Meeting Called Back to Order –	11474
General Manager Contract Negotiation Strategy – Approved –	11475
Negotiate contract with Grant Gartrell pending successful background check – Approved –	11476
Meeting Adjourned –	11477

MINUTES OF THE REGULAR MEETING
OF THE
SOUTHEASTERN OAKLAND COUNTY WATER AUTHORITY

Wednesday, December 13, 2023 – Southfield Parks and Recreation

The meeting was called to order at 8:33 a.m. by Mr. Jim Breuckman, Chair.

<u>Present</u>	<u>Votes</u>	<u>Municipality</u>
Shawn Young	2	Berkley
*Jeff Campbell	2	Beverly Hills
Kurt Jones	1	Bingham Farms
Jana Ecker (Alternate)	5	Birmingham
Trever Zablocki	1	Clawson
Rocco Fortura	1	Huntington Woods
*Susie Stec (Alternate)	1	Lathrup Village
Jim Breuckman	1	Pleasant Ridge
Aaron Filipski	10	Royal Oak
Patrick Ryan	15	Southfield
*Jeff Campbell	<u>1</u>	Southfield Township
 TOTAL	 40	

Absent
None

Mr. J. Campbell, representative for Beverly Hills (2 votes) and Southfield Township (1 vote) and Ms. S. Stec, representative for Lathrup Village arrived at 8:43 a.m.

Also Present

Jeff McKeen, General Manager
Robert Davis, General Counsel, via Zoom
Bob Jackovich, Operations Manager
Colette Farris, Organizational Development Manager
A.J. Jensen, Southfield

-11465 -

Motion by Mr. A. Filipski, supported by Mr. K. Jones:

That the agenda be approved as submitted.

Yeas: Young, Jones, Ecker, Zablocki, Fortura, Breuckman, Filipski, Ryan (36 votes)

Nays: None

Absent: Campbell (2 votes), Stec (1 vote), Campbell (1 vote)

Motion Carried.

-11466 -

Motion by Mr. A. Filipski, supported by Mr. P. Ryan:

That the November 8, 2023 Regular Meeting minutes be approved as submitted.

Yeas: Young, Jones, Ecker, Zablocki, Fortura, Breuckman, Filipski, Ryan (36 votes)

Nays: None

Absent: Campbell (2 votes), Stec (1 vote), Campbell (1 vote)

Motion Carried.

-11467 -

Motion by Mr. K. Jones, supported by Mr. A. Filipski:

That Warrant No. WA-860 in the amount of \$3,098,198.98 be approved and payments authorized.

ROLL CALL VOTE

Yeas: Young, Jones, Ecker, Zablocki, Fortura, Breuckman, Filipski, Ryan (36 votes)

Nays: None

Absent: Campbell (2 votes), Stec (1 vote), Campbell (1 vote)

Motion Carried.

-11468-

Motion by Mr. P. Ryan, supported by Mr. S. Young:

That the report on the GLWA Rate Process for 2024/25 be received and filed.

Yeas: Young, Jones, Ecker, Zablocki, Fortura, Breuckman, Filipski, Ryan (36 votes)
Nays: None
Absent: Campbell (2 votes), Stec (1 vote), Campbell (1 vote)

Motion Carried.

-11469-

Motion by Mr. P. Ryan, supported by Mr. K. Jones:

That the report on November Water Sales be received and filed.

Yeas: Young, Jones, Ecker, Zablocki, Fortura, Breuckman, Filipski, Ryan (36 votes)
Nays: None
Absent: Campbell (2 votes), Stec (1 vote), Campbell (1 vote)

Motion Carried.

-11470-

Motion by Mr. P. Ryan, supported by Ms. S. Stec:

That the report on GLWA Issues be received and filed.

Yeas: Young, Campbell, Jones, Ecker, Zablocki, Fortura, Stec, Breuckman, Filipski,
Ryan, Campbell (40 votes)
Nays: None
Absent: None

Motion Carried.

-11471-

Motion by Mr. P. Ryan, supported by Mr. A. Filipski:

That the PA 202 Report be received and filed.

Yeas: Young, Campbell, Jones, Ecker, Zablocki, Fortura, Stec, Breuckman, Filipski,
Ryan, Campbell (40 votes)
Nays: None
Absent: None

Motion Carried.

-11472-

Motion by Mr. P. Ryan, supported by Mr. J. Campbell:

That the report on the Webster Tank Separation Project be received and filed.

Yeas: Young, Campbell, Jones, Ecker, Zablocki, Fortura, Stec, Breuckman, Filipski,
Ryan, Campbell (40 votes)

Nays: None

Absent: None

Motion Carried.

-11473-

Motion by Mr. P. Ryan, supported by Mr. A. Filipski:

That the General Manager be authorized to purchase two Ford F150XL pickups and one Transit 250 van at a total cost of \$133,364 from Lunghamer Ford through the Macomb County purchasing program.

ROLL CALL VOTE

Yeas: Young, Campbell, Jones, Ecker, Zablocki, Fortura, Stec, Breuckman, Filipski,
Ryan, Campbell (40 votes)

Nays: None

Absent: None

Motion Carried.

-11474-

Motion by Mr. P. Ryan, supported by Mr. A. Filipski:

That the Board convene in closed session at 9:08 a.m.

ROLL CALL VOTE

Yeas: Young, Campbell, Jones, Ecker, Zablocki, Fortura, Stec, Breuckman, Filipski,
Ryan, Campbell (40 votes)

Nays: None

Absent: None

Motion Carried.

The meeting was called back to order at 10:01 a.m.

-11475-

Motion by Mr. P. Ryan, supported by Ms. S. Stec:

That the Board approve the contract negotiation strategy discussed in closed session for the General Manager candidates.

ROLL CALL VOTE

Yeas: Young, Campbell, Jones, Ecker, Zablocki, Fortura, Stec, Breuckman, Filipski,
Ryan, Campbell (40 votes)
Nays: None
Absent: None

Motion Carried.

-11476-

Motion by Mr. P. Ryan, supported by Mr. J. Campbell:

That Mr. Davis and Ms. Newman enter into contract negotiations with Grant Gartrell pending successful background check results, and that any exceptions to the parameters discussed by the Board be brought back to the Board for consideration.

ROLL CALL VOTE

Yeas: Young, Campbell, Jones, Ecker, Zablocki, Fortura, Stec, Breuckman, Filipski,
Ryan, Campbell (40 votes)
Nays: None
Absent: None

Motion Carried.

-11477-

Motion by Mr. J. Campbell, supported by Ms. S. Stec:

That the meeting be adjourned.

Yeas: Young, Campbell, Jones, Ecker, Zablocki, Fortura, Stec, Breuckman, Filipski,
Ryan, Campbell (40 votes)
Nays: None
Absent: None

The meeting was adjourned at 10:22 a.m.

APPROVED: _____
Chair

Secretary

SOUTHEASTERN OAKLAND COUNTY WATER
AUTHORITY Special Meeting – December 19, 2023
Table of Contents

Agenda Approved as Submitted –	11478s
Next steps with Grant Gartrell – Approved –	11479s
Next steps with Eric Griffin – Approved –	11480s
Meeting Adjourned –	11481s

MINUTES OF THE SPECIAL MEETING
OF THE
SOUTHEASTERN OAKLAND COUNTY WATER AUTHORITY

Wednesday, December 19, 2023 – Pleasant Ridge Community Center

The meeting was called to order at 12:02 p.m. by Mr. Jim Breuckman, Chair.

<u>Present</u>	<u>Votes</u>	<u>Municipality</u>
Shawn Young	2	Berkley
Jeff Campbell	2	Beverly Hills
Ken Marten (Alternate)	1	Bingham Farms
Jana Ecker (Alternate)	5	Birmingham
Trever Zablocki	1	Clawson
Rocco Fortura	1	Huntington Woods
*Susie Stec (Alternate)	1	Lathrup Village
Jim Breuckman	1	Pleasant Ridge
Aaron Filipski	10	Royal Oak
Patrick Ryan	15	Southfield
Jeff Campbell	<u>1</u>	Southfield Township
 TOTAL	 40	

Absent
None

Ms. Susie Stec, Alternate for Lathrup Village (1 vote) arrived at 12:03 p.m.

Also Present

Jeff McKeen, General Manager
Bob Jackovich, Operations Manager
Robert Davis, General Counsel via Zoom
Colette Farris, Organizational Development Manager
Teresa Newman, TWN Consultants via Zoom

-11478s-

Motion by Mr. P. Ryan, supported by Mr. A. Filipski:

That the agenda be approved as submitted.

Yeas: Young, Campbell, Marten, Ecker, Zablocki, Fortura, Breuckman, Filipski, Ryan,
Campbell (39 votes)

Nays: None

Absent: Stec (1 vote)

Motion Carried.

-11479s-

Motion by Mr. P. Ryan, supported by Mr. J. Campbell:

That Mr. Davis and Ms. Newman suspend negotiations with Mr. Grant Gartrell.

ROLL CALL VOTE

Yeas: Young, Campbell, Marten, Ecker, Zablocki, Fortura, Stec, Breuckman, Filipski,
Ryan, Campbell (40 votes)

Nays: None

Absent: None

Motion Carried.

-11480s-

Motion by Mr. P. Ryan, supported by Mr. J. Campbell:

That Mr. Davis and Ms. Newman begin negotiations with Mr. Eric Griffin.

ROLL CALL VOTE

Yeas: Young, Campbell, Marten, Ecker, Zablocki, Fortura, Stec, Breuckman, Filipski,
Ryan, Campbell (40 votes)

Nays: None

Absent: None

Motion Carried.

-11481s-

Motion by Mr. J. Breuckman, supported by Mr. A. Filipski:

That the meeting be adjourned.

Yeas: Young, Campbell, Marten, Ecker, Zablocki, Fortura, Stec, Breuckman, Filipski,
Ryan, Campbell (40 votes)

Nays: None

Absent: None

The meeting was adjourned at 12:43 p.m.

APPROVED: _____
Chair

Secretary

SOCWA
CHECK WARRANT
DECEMBER 2023

WA 861
ACCT. 1020

CHECK #	PAYEE	AMOUNT	PURPOSE
58636	Airgas USA LLC	147.47	Supplies - Webster
58637	Billings Lawn Equipment	499.99	Maintenance of Property & Grounds - Webster
58638	Davis Listman	2,360.75	Legal Services
58639	Downriver Refrigeration Supply	116.76	Maintenance of Equipment - Webster
58640	Durst Lumber Company	12.99	Maintenance of Building - Shafter
58641	Great Lakes Water Authority	2,304,404.12	Purchase of Water
58642	Home Depot Credit Services	119.65	Maintenance of Equipment, Tools - Webster, Maintenance of Building
58643	Infoview Systems Inc.	750.00	Consulting
58644	Employee Optical Dental Reimbursement	134.00	Employee Optical Dental Reimbursement
58645	Voided Check	0.00	Voided Check
58646	O'Reilly Auto Parts	165.87	Maintenance of Property & Grounds, Tools - Webster
58647	SLY & ASSOCIATES LLC	10,400.00	Maintenance of Equipment
58648	Kennedy Industries Inc	31,810.00	Construction in Progress
58649	TWN Consulting LLC	525.00	Consulting - GM Search
58650	Paragon Laboratories Inc	984.00	Regulatory Testing
58651	Suburban Commercial Cleaning	520.00	Office Cleaning
58652	MissionSquare	1,861.93	Deferred Compensation
58653	Wolverine Freightliner-Eastside Inc	2,035.49	Maintenance of Equipment - Webster
58654	Vargo Golf Company	5,000.00	Customer Deposits Refundable
58655	Michigan Public Procurement Officers Assoc.	100.00	2024 Membership
58656	RKA Petroleum	2,683.33	Fuel - Webster
58657	Employee Optical Dental Reimbursement	213.96	Employee Optical Dental Reimbursement
58658	Home Depot Credit Services	784.89	Maintenance of Building, Tools - Webster
58659	Employee Optical Dental Reimbursement	1,525.00	Employee Optical Dental Reimbursement
58660	Employee Optical Dental Reimbursement	251.90	Employee Optical Dental Reimbursement
58661	Employee Optical Dental Reimbursement	36.98	Employee Optical Dental Reimbursement
58662	Hersch's Lawn Spray	7,483.20	Maintenance of Property & Grounds
58663	SOCPWA	125.00	Personnel Improvement
58664	Green Meadows Lawnscape Inc	740.00	Maintenance of Property & Grounds - Samoset, Oliver
58665	MissionSquare	1,824.36	Deferred Compensation
58666	Eurofins Eaton Analytical LLC	1,780.00	Regulatory testing
58667	CORRPRO COMPANIES INC	28,500.00	Maintenance - Birmingham Tanks
58668	Resource Recycling Systems Inc	3,652.50	Consulting- Web Site Redesign

SOCWA
CHECK WARRANT
DECEMBER 2023

WA 861

ACCT. 1020

CHECK #	PAYEE	AMOUNT	PURPOSE
58669	Downriver Refrigeration Supply	14.72	Tools - Webster
58670	EJ USA Inc.	2,655.92	Construction in Progress
58671	Home Depot Credit Services	118.66	Maintenance of Building - Webster
58672	Infoview Systems Inc.	4,005.28	Computer Hardware/Software Maintenance
58673	O'Reilly Auto Parts	14.81	Maintenance of Building - Webster
58674	The City of Southfield	5.42	Water Service - Buchanan
58675	Employee Optical Dental Reimbursement	189.96	Employee Optical Dental Reimbursement
58676	SOCRRA	50.00	Maintenance of Building - Webster
58677	Petty Cash	232.46	Replenish Petty Cash
58678	Employee Optical Dental Reimbursement	955.62	Employee Optical Dental Reimbursement
58679	Blue Cross Blue Shield of Michigan	24,062.93	Health Insurance
58680	Green Meadows Lawnscape Inc	740.00	Maintenance of Property & Grounds - Samoset, Oliver
58681	Fifer Investigations	3,300.00	Consulting - Background Investigations
58682	Café Clare	678.00	Office Expense
58683	Employee Optical Dental Reimbursement	529.44	Employee Optical Dental Reimbursement
58684	Durst Lumber Company	8.98	Maintenance of Building - Webster
58685	Home Depot Credit Services	233.80	Maintenance of Building - Webster
58686	Employee Optical Dental Reimbursement	190.00	Employee Optical Dental Reimbursement
58687	Standard Insurance Company	462.46	Life Insurance
58688	State of Michigan - Dept of Tech Mgmt & Budget	180.00	Office Expense
58689	Voided Check	0.00	Voided Check
58690	Paragon Laboratories Inc	2,050.00	Regulatory Testing
58691	Employee Optical Dental Reimbursement	293.59	Employee Optical Dental Reimbursement
58692	D'Angelo Brothers	5,677.00	Service Line Verifications - Birmingham
58693	Oakland Press	303.00	Office Expense - Subscription
58694	Sherwin Williams Co	61.57	Maintenance of Building - Webster
58695	MissionSquare	1,820.55	Deferred Compensation
58696	Resource Recycling Systems Inc	3,652.50	Consulting - Web Site Redesign
58697	UWA Local 413	1,080.00	Union Dues - Nov & Dec 2023
58698	UWA Local 413	540.00	Union Dues - Jan 2024
ACH	AFLAC	255.26	Supplemental Insurance
ACH	Alerus - MERS Plan Payments	13,273.63	Deferred Compensation - HCSP, Defined Contribution & 457

SOCWA
CHECK WARRANT
DECEMBER 2023

ACH	Ascentis	127.00	Monthly Timeclock Charges
ACH	TelNet Worldwide	219.75	Telephone
ACH	The TM Group	87.50	Accounting Software Consulting
EPAY	Applied Imaging	410.64	Copier & Printer Maintenance
EPAY	AT&T	537.45	Cell Phones/Internet/Website
EPAY	Comcast	86.90	Internet/Website
EPAY	Consumers Energy	2,495.58	Natural Gas Service, all locations
EPAY	DTE	5,887.16	Electric Service, multiple locations
EPAY	Flagstar	3,709.92	Credit Card, Details on last page
EPAY	Guardian Alarm	116.67	Maintenance of Property & Grounds
EPAY	MERS of Michigan	11,055.42	Defined Benefit
EPAY	Pitney Bowes	214.14	Postage Machine Lease
EPAY	Verizon	395.40	Internet/Website/SCADA

2,504,528.23

1020 OPERATION & MAINTENANCE FUND

2,504,528.23

I HEREBY CERTIFY THAT I HAVE EXAMINED THE INVOICES COVERED BY THE ABOVE VOUCHERS FOR RECEIPT OF MATERIALS OR SERVICES RENDERED AND THAT THE PRICES AND COMPUTATIONS ARE CORRECT.

Treasurer

General Manager

Secretary

The payments listed above were presented to the Board of Trustees and were reviewed with no objection on January 10, 2024.

SOCWA
CHECK WARRANT
DECEMBER 2023

WA 861
ACCT. 1020

	PAYEE	AMOUNT	PURPOSE
EPAY	Flagstar Credit Card - Detail	-285.00	Credit - Personnel Improvement
		-1,140.00	Credit - Personnel Improvement
		5.99	Administrative Office Expense
		27.59	Administrative Office Expense
		699.99	Maintenance of Equipment
		19.47	Administrative Office Expense
		27.07	Personnel Improvement
		1,536.99	Maintenance of Equipment
		8.98	Supplies
		95.35	Administrative Office Expense
		6.01	Administrative Office Expense
		100.00	SOCPWA
		23.50	Supplies
		51.98	Maintenance of Equipment
		549.03	Maintenance of Equipment
		11.24	Administrative Office Expense
		79.18	Administrative Office Expense
		95.00	Personnel Improvement
		95.00	Personnel Improvement
		1,654.30	SOCPWA
		48.25	Administrative Office Expense

3,709.92

January 4, 2024

Board of Trustees
Southeastern Oakland County Water Authority

Subject: GLWA Rate Process for 2024/25

Board Members:

GLWA distributed their proposed rates for 2024/25 on December 13, 2023, which was earlier than anticipated.

For SOCWA, and the vast majority of water customers, GLWA is proposing a 3.06% rate increase as of July 1, 2024. The overall GLWA rate increase is 3.25%, which consists of three components:

Increased operating budget	+4.08%	(This is the number that has the 4% cap.)
Increased investment earnings	-1.66%	
Decreased water sales	+0.83%	
TOTAL	+3.25%	

Slightly larger rate increases to Detroit and Flint resulted in the overall rate increase of 3.25% being reduced to 3.06% for the remaining customers, including SOCWA.

The operating budget increase of 4.08% is composed of a 10.9% increase in operations and maintenance costs, a 9.9% increase in debt service expenses and a 75.9% decrease in capital contribution. The increase in debt service expenses is due to the 2022 and 2023 bond offerings. These increases were partially offset by the reduction of GLWA's share of DWSD's General Retirement System Legacy Pension expense that was established at the formation of GLWA. These payments were designed to eliminate any additional GLWA payments for legacy pension liabilities, but subsequent actuarial studies have revealed that there will be continuing GLWA expense in future years. The increase in investment earnings results from higher interest rates projected for 2024/25.

GLWA continued their water sales volume methodology from previous years by using three-year averages, with base month (October-March) consumption declining by 1% annually and three-year average consumption for the April-September period. This methodology includes two very low summer water sales years (2021 and 2023). For 2024/25, the projected total GLWA sales volume decreased by 2.0% and GLWA's estimate for SOCWA sales volume decreased by 1.3% compared with 2023/24.

There are no charges relating to Highland Park's previous unpaid water bills in the rates for 2024/25 and GLWA is assuming that they receive full payment from Highland Park for 2024/25 charges.

The GLWA Audit Committee and the GLWA Board have yet to discuss the proposed rate increases. I anticipate that the large increases in operations and maintenance costs, the large increase in capital costs and the large decrease in capital contribution will receive additional scrutiny. The GLWA Board has scheduled four meetings for March of 2024 at which the proposed budget and rates will be discussed. GLWA appears to be aiming to have the rates approved by March 31, 2024.

I plan to have a SOCWA water rate estimate for review by the Board at the February 14 Board meeting, and I will have a preliminary estimate available by January 15 for communities that need an estimate prior to February 14, 2024.

Respectfully submitted,

Jeffrey A. McKeen, P.E.
General Manager

Suggested Resolution: "That the report on the GLWA Rate Process for 2024/25 be received and filed."

January 4, 2024

Board of Trustees
Southeastern Oakland County Water Authority

Subject: GLWA Issues

Board Members:

This report is intended to update the Board on the Highland Park unpaid bill issue issues and other recent developments concerning GLWA.

Highland Park Settlement

The parties continue to work on the implementation of the term sheet that outlined the settlement between GLWA, Highland Park and the State of Michigan. The State legislation has approved the funding for GLWA capital improvement projects (\$5 million for the water system and \$25 million for the sewer system) and the Governor has signed the legislation. GLWA continues to monitor the progress on the many issues that are required to implement the settlement. This will be an effort that continues over many months. The proposed bill credits from GLWA will not be issued until all of these issues are resolved.

Main Break on 120" Water Main

SOCRRA has received the payment from GLWA that will allow us to resolve the settlement regarding the withheld payment of \$44,984.91 in June of 2023. The accounting and the transfer of funds from SOCRRA to SOCWA will take place in January. SOCWA will be recovering \$40,000, which is 89% of our claim. Mr. Davis and I have been working on a one-page document that we would send to GLWA when they make their next request for assistance. We plan on sending this document to GLWA in January for their review.

General Mill Supply Class Action Settlements

General Mill Supply has entered into a class action settlement agreement with GLWA and DWSD regarding Industrial Waste Control (IWC) charges. IWC charges are established by GLWA and are passed directly through to the end use customer by the municipality supplying water and sewer service. The service provider is not eligible to participate in the settlement. General Mill Supply claims that the IWC charges were overstated between July 18, 2013 and June 30, 2023. The parties have agreed to a settlement amount of \$11.5 million. This amount, less attorney fees, is to be distributed to parties that paid IWC charges based on the amounts paid during this time period, which were based on the size of the water meter supplying each party. Individual customers that have paid IWC charges have until January 24 to opt into the settlement agreement. SOCWA has not paid any IWC charges, but SOCRRA has paid IWC charges at several locations.

Mr. Davis is reviewing the settlement agreement to provide a recommendation to SOCRRA. If any of your municipal locations have paid IWC charges, Mr. Davis recommends that your attorney review the settlement agreement before January 24, 2024.

Water Affordability Legislation

The water affordability bills continue to be in committee in both houses. Three Macomb County communities, Clinton Twp, Macomb Twp. and St. Clair Shores have passed resolutions in opposition to the proposed legislation. All three communities expressed concerns about the overlap of the proposed affordability program with GLWA's WRAP program. I expect that other Macomb County communities will pass similar resolutions.

SOCWA staff will continue to monitor the progress of these bills in the state legislature. If the bills become active, the Board may consider taking a position on the bills in the future.

Respectfully submitted,

Jeffrey A. McKeen, P.E.
General Manager

Suggested Resolution: "That the report on GLWA Issues be received and filed."

January 4, 2024

Board of Trustees
Southeastern Oakland County Water Authority

Subject: Webster Tank Separation Project

Board Members:

We invited three contractors, D'Angelo Brothers, Trojan Development and Verdeterre, to provide bids on the first phase of this project, the installation of a 36" isolation valve on the main feed to Webster Station. All three contractors provided bids, which are summarized on the attached memo from HRC.

All three bids included a contingency of \$115,000 for the installation of a 36" line stop, if SOCWA staff is unable to obtain a good shut off on several valves that will be needed to isolate Webster Station. We are currently determining if the line stop will be needed.

We are recommending the contract for phase 1 of the Webster Tank Separation Project be awarded to Trojan Development, which is the lowest bid, at a price not to exceed \$480,000, which is Trojan's bid price plus a 10% contingency.

As part of this project, we are also recommending the purchase of the 36" American Flow Control FC 2500 valve from Core and Main, which is the sole source of American Flow Control valves at a price of \$67,000 and the purchase of the necessary 36" adapters required to connect the existing concrete cylinder pipe to the new ductile iron pipe at a price of \$32,000 from Watertap Pipeline Specialists, which has the adapters in stock.

We have included \$500,000 in our capital expenditure budget for the current fiscal year. We anticipate that this project will be completed within this budget.

Respectfully Submitted,

Jeffrey A. McKeen, P.E.
General Manager

Suggested Resolution: "That the contract for Phase 1 of the Webster Tank Separation Project be awarded to Trojan Development at a cost not to exceed \$480,000, the purchase of a 36" valve from Core and Main at a price of \$67,000 and the purchase of 36" concrete cylinder pipe/ductile iron pipe adapters from Watertap Pipeline Specialists at a price of \$32,000."



December 21, 2023

Southeastern Oakland County Water Authority
3910 W. Webster Road
Royal Oak, MI 48073

Attn: Jeff McKeen, P.E., General Manager

Re: 36-Inch Isolation Valve Vault Project
Bid Results & Recommendation of Award

HRC Job No. 20170661

Dear Mr. McKeen:

Hubbell, Roth & Clark, Inc (HRC) has reviewed the bids received on Tuesday, December 19, 2023 for the subject project. There were a total of three (3) bids received, publicly opened and read with the lowest bid submitted by Trojan Development Company, Inc. of Oxford, Michigan with an as-read bid of \$438,500.00 for the 36-inch Isolation Valve Vault Project. A copy of the Bid Tab is enclosed for your reference and distribution.

Trojan Development Company, Inc. has satisfied the requirements of the specifications and has submitted all the necessary information for the bid proposal to be considered complete. Our office has reviewed all the information submitted and finds no issue with the provided documents. Trojan Development Company, Inc. has worked successfully with SOCWA in the past, is familiar with the Authority's water system and has successfully completed numerous water system projects within Southeast Michigan of this size and complexity.

Our office has contacted Trojan Development Company, Inc. and they have indicated they are able to complete the project in accordance with the bid documents, schedule, and for the amount bid. On the basis of above, we recommend award of the 36-inch Isolation Valve Vault Project construction contract to Trojan Development Company, Inc., at a total amount of \$438,500.00, subject to the Contractor supplying the requisite bonds and insurance certificates. The project is anticipated to start by February 26, 2024, and be substantially complete by May 1, 2024.

If you have any questions or require any additional information, please contact the undersigned.

Very truly yours,

HUBBELL, ROTH & CLARK, INC.



Bradley Shepler, P.E., CCCA, LEED AP
Senior Associate

Attachment

pc: SOCWA; B. Jackovich
HRC; M. MacDonald, S. Patrick, File

BID TABULATION
 36-INCH ISOLATION VALVE VAULT PROJECT AS PART OF WEBSTER PUMP STATION IMPROVEMENT PROJECT
 SOUTHEASTERN OAKLAND COUNTY WATER AUTHORITY
 ROYAL OAK, MI

Bids Due: 12/19/2023 @ 11:00AM
 HRC Job No. 20170661

Trojan Development Company, Inc.
 2260 Metamora Rd
 Oxford, MI 48371
 P (248) 628-6202

D'Angelo Brothers, Inc.
 30750 W 8 Mile
 Farmington Hills, MI 48336
 P (248) 515-1942

Verdeterre Contracting, Inc.
 7994 Belleville Road
 Belleville, MI 48111
 P (734) 697-4166

Item	Quantity	Unit	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost
1 Mobilization, Max 5%	LS	1	\$ 20,000.00	\$ 20,000.00	\$ 15,000.00	\$ 15,000.00	\$ 35,000.00	\$ 35,000.00
2 Cast-in-Place Valve Vault w/ Precast Top	LS	1	\$ 190,000.00	\$ 190,000.00	\$ 180,000.00	\$ 180,000.00	\$ 365,000.00	\$ 365,000.00
3 Internal Piping, Adapters & Connections	LS	1	\$ 75,000.00	\$ 75,000.00	\$ 108,000.00	\$ 108,000.00	\$ 125,000.00	\$ 125,000.00
4 Misc. Mechanical, Electrical & Plumbing	LS	1	\$ 38,500.00	\$ 38,500.00	\$ 46,000.00	\$ 46,000.00	\$ 60,000.00	\$ 60,000.00
5 Temporary Line Stop, 36" (ALLOWANCE)	LS	1	\$ 115,000.00	\$ 115,000.00	\$ 115,000.00	\$ 115,000.00	\$ 115,000.00	\$ 115,000.00
TOTAL AMOUNT OF BASE BID				\$ 438,500.00		\$ 464,000.00		\$ 700,000.00

ENGINEER:
 Hubbell, Roth & Clark, Inc.
 555 Hulet Drive
 Bloomfield Hills, MI 48302



December 18, 2024

Board of Trustees
Southeastern Oakland County Water Authority

Subject: Lead and Copper Rule – System Materials Inventory and Consumer Notification

Board Members:

EGLE has published several changes to their requirements under their new lead and copper rule. EGLE's notification is attached. It requires the following:

1. The Complete Distribution System Materials Inventory (CDSMI) is now due by October 16, 2024, which is about 3 months earlier than the previous due date. EGLE claims that information about reporting requirements and format will be provided soon.
2. Beginning October 16, 2024, water systems serving more than 50,000 people must make their CDSMI information available online.
3. As of October 16, 2024, the Consumer Confidence Reports must also indicate how the public can access the CDSMI information.
4. Beginning October 16, 2024, notification must be provided to homes served by service lines of unknown material type. These notifications must be provided within 30 days of the completion of the CDSMI and must be repeated annually until the service line is known to not contain lead or galvanized previously connected to lead piping.

HRC is working with Berkley, Bingham Farms, Birmingham, Beverly Hills, and Southfield with the preparation of their CDSMI. If other communities are interested in using the services of HRC, please work directly with Brad Shepler to set up an agreement between HRC and your community for the appropriate level of service required.

Respectfully submitted,

Jeffrey A. McKeen, P.E.
General Manager

Suggested Resolution: "That the report on Lead and Copper Rule – System Materials Inventory and Consumer Notification be received and filed."



STATE OF MICHIGAN
 DEPARTMENT OF
 ENVIRONMENT, GREAT LAKES, AND ENERGY
 LANSING



GRETCHEN WHITMER
 GOVERNOR

TO: Community Water Supply Owners, Administrators, and Operators
 FROM: Drinking Water and Environmental Health Division (DWEHD)
 Michigan Department of Environment, Great Lakes, and Energy (EGLE)
 DATE: December 8, 2023
 SUBJECT: ****IMPORTANT** NOTIFICATION OF REVISED SERVICE LINE
 INVENTORY REQUIREMENTS AND DEADLINES**

In 2018, Michigan revised the lead and copper provisions of the administrative rules promulgated under the Michigan Safe Drinking Water Act. These revisions updated numerous lead and copper regulatory requirements, including the requirement for water supplies to conduct an inventory of all service line materials in their distribution system and to notify residents served by lead service lines.

In January 2021, the United States (U.S.) Environmental Protection Agency (EPA) published the Lead and Copper Rule Revisions (LCRR), updating federal lead and copper requirements. Shortly after promulgation, EPA paused the LCRR to allow time for additional public comment and regulatory review. Following the review, EPA decided the LCRR would go into effect to support near-term goals – specifically service line material inventory requirements – with an effective compliance date of October 16, 2024.

Because of Michigan’s 2018 rule revisions, Michigan water supplies have a significant head start on the federal LCRR’s service line inventory requirements. Many inventory requirements of the federal LCRR are addressed by Michigan’s regulations. **However, there are several differences in requirements and/or deadlines that will impact Michigan water supplies.** Where federal regulations are more stringent than state rule, water supplies must comply with federal requirements. Please review the information below to understand how these changes affect your water supply.

Changes to Service Line Inventory Deadline and Update Frequency:

Michigan regulations required water supplies to submit a Complete Distribution System Materials Inventory (CDSMI) by January 1, 2025. While Michigan’s CDSMI requirements meet EPA requirements in terms of content, the federal LCRR submission deadline is October 16, 2024, approximately 11 weeks earlier than Michigan’s deadline. **To meet the new, more-stringent federal deadline, water supplies must now submit their CDSMI by October 16, 2024.** More information about CDSMI reporting requirements and format will be provided soon.

Michigan regulations also require water supplies to submit an updated CDSMI every 5 years. Under the federal LCRR, supplies with lead service lines (LSL), galvanized previously connected to lead (GPCL) service lines (referred to as “galvanized requirement replacement” under federal rules), or service lines of unknown material will be required to submit an updated inventory more frequently.

Public Accessibility and Consumer Confidence Reports (CCR):

Public Accessibility: Beginning October 16, 2024, the federal LCRR will require water supplies make their inventory publicly available. Water systems serving more than 50,000 people must make inventories available online.

Consumer Confidence Reports: Beginning October 16, 2024, the federal LCRR will require community water supply CCRs to include information on how the public can access the service line inventory.

Service Line Consumer Notification:

Michigan's 2018 regulatory changes require water supplies, within 30 days of determining a service line contains lead or is presumed to contain lead, to provide the owner and occupant of the premises with a written notification of the service line material content.

Beginning October 16, 2024, the LCRR will require notification also be provided to homes served by service lines of unknown material. Notification must be provided within 30 days of completing the CDSMI and REPEATED ANNUALLY until the service line is known NOT to contain lead or GPCL.

Summary of Revised Requirements and Deadlines:

- The CDSMI is now due October 16, 2024.
- Inventories must be publicly available.
- Inventories must be available online for supplies serving more than 50,000 people.
- Information regarding inventory availability must be included in CCRs.
- Service line material notification requirements expand to include premises served by service lines where lead status is unknown.
- Service line material notification must be repeated annually until the service line is known not to contain lead or GPCL.

Implementation and Enforcement of Service Line Inventory Provisions of the Federal LCRR:

EGLE will be implementing service line inventory requirements of the new federal LCRR in cooperation with the U.S. EPA. The U.S. EPA may conduct direct enforcement for federal requirements more stringent than Michigan regulations.

Other LCRR Requirements and Anticipated New Federal Regulations:

The federal LCRR included changes to lead and copper requirements beyond those associated with service line inventories. However, the U.S. EPA intends to publish Lead and Copper Rule Improvements (LCRI) before the October 16, 2024, effective compliance date of the LCRR, which will include changes to numerous aspects of the LCRR. The U.S. EPA announced the proposed LCRI on November 30, 2023. For more information on these proposed rules and stakeholder engagement opportunities, visit www.epa.gov/ground-water-and-drinking-water/proposed-lead-and-copper-rule-improvements.

Once the U.S. EPA promulgates the final LCRI, EGLE will begin the rulemaking process to incorporate new federal requirements into Michigan's administrative rules.

Questions:

If you have questions about the requirements above, please contact the EGLE Lead and Copper Unit. Visit Michigan.gov/LCR for contact information.

**SOUTHEASTERN OAKLAND COUNTY WATER AUTHORITY
WATER CONSUMPTION
AVERAGE M.G. PER DAY**

December 2023

<u>Purchase from GLWA</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>
Buchanan	0.00	0.00	0.00	0.00
Lamb	0.01	0.00	0.00	0.00
Shafter	0.10	0.01	0.00	0.00
12 Mile	6.16	5.33	7.58	6.80
14 Mile	9.28	10.44	9.14	8.44
16 Mile	0.69	1.06	0.72	0.39
Bloomfield Hills	0.72	0.53	0.62	0.50
Bloomfield Twp	<u>2.64</u>	<u>2.68</u>	<u>2.58</u>	<u>2.36</u>
Total:	19.60	20.05	20.64	18.49
<u>Sold by Authority</u>				
Berkley	0.85	0.86	0.93	0.91
Beverly Hills	0.63	0.61	0.81	0.58
Bingham Farms	0.12	0.13	0.13	0.13
Birmingham	1.65	1.65	1.79	1.71
Bloomfield Hills	0.72	0.53	0.62	0.5
Bloomfield Twp	3.05	2.94	3.00	2.74
Clawson	0.71	0.68	0.70	0.65
Huntington Woods	0.37	0.34	0.36	0.33
Lathrup Village	0.40	0.41	0.25	0.22
Pleasant Ridge	0.16	0.15	0.15	0.15
Royal Oak	3.79	4.63	4.96	3.74
Southfield	7.10	7.62	7.16	6.61
Detroit (Zoo & Rackham)	<u>0.19</u>	<u>0.19</u>	<u>0.16</u>	<u>0.19</u>
Total:	19.74	20.74	21.02	18.46
Water Sales Over / Under Water Purchased	0.14	0.69	0.38	-0.03
Per Cent	0.71%	3.44%	1.84%	-0.16%

SOUTHEASTERN OAKLAND COUNTY WATER AUTHORITY
INCOME STATEMENT
12/01/23 - 12/31/23

	Period Actual	Period Budget	Variance
REVENUES			
SALE OF WATER MEMBERS	1,247,271.29	1,351,459.00	(104,187.71)
SALE OF WATER OTHERS	498,006.20	556,052.00	(58,045.80)
TOTAL SALE OF WATER REVENUES	1,745,277.49	1,907,511.00	(162,233.51)
OTHER REVENUES			
RENTALS	27,183.90	31,395.10	(4,211.20)
WATER ANALYSIS	0.00	500.00	(500.00)
INTEREST ON INVESTMENTS	23,713.86	12,500.00	11,213.86
MISCELLANEOUS REVENUE	0.00	500.00	(500.00)
TOTAL OTHER REVENUES	50,897.76	44,895.10	6,002.66
TOTAL REVENUES	1,796,175.25	1,952,406.10	(156,230.85)
LEAD SERVICE REPLACEMENT	387,213.40	150,000.00	237,213.40
EXPENSES			
PURCHASE OF WATER FOR RESALE	2,304,404.12	2,467,000.00	(162,595.88)
POWER, PUMPING & GROUNDS WEBSTER	43,064.50	48,138.34	(5,073.84)
POWER, PUMPING & GROUNDS	51,255.35	25,654.68	25,600.67
COMPUTER OPERATIONS	8,207.31	8,583.33	(376.02)
PURIFICATION	10,345.29	12,877.08	(2,531.79)
METERS & MAINS	20,761.96	21,921.48	(1,159.52)
ADMINISTRATION & GENERAL	83,918.04	99,950.00	(16,031.96)
TOTAL EXPENSES	2,521,956.57	2,684,124.91	(162,168.34)
LEAD SERVICE LINE REPLACEMENT	5,677.00	150,000.00	(144,323.00)
CURRENT PERIOD INCOME	(725,781.32)	(731,718.81)	5,937.49

SOUTHEASTERN OAKLAND COUNTY WATER AUTHORITY
INCOME STATEMENT
07/01/23 - 12/31/23

	Period Actual	Period Budget	Variance
REVENUES			
SALE OF WATER MEMBERS	9,071,416.00	10,203,754.00	(1,132,338.00)
SALE OF WATER OTHERS	5,156,064.77	6,412,312.00	(1,256,247.23)
TOTAL SALE OF WATER REVENUES	14,227,480.77	16,616,066.00	(2,388,585.23)
OTHER REVENUES			
RENTALS	59,274.04	63,370.60	(4,096.56)
WATER ANALYSIS	670.00	3,000.00	(2,330.00)
INTEREST ON INVESTMENTS	158,552.41	75,000.00	83,552.41
MISCELLANEOUS REVENUE	187,909.73	2,000.00	185,909.73
TOTAL OTHER REVENUES	406,406.18	143,370.60	263,035.58
TOTAL REVENUES	14,633,886.95	16,759,436.60	(2,125,549.65)
LEAD SERVICE REPLACEMENT	525,326.75	1,350,000.00	(824,673.25)
EXPENSES			
PURCHASE OF WATER FOR RESALE	7,285,449.13	8,019,000.00	(733,550.87)
POWER, PUMPING & GROUNDS WEBSTER	285,251.81	305,770.04	(20,518.23)
POWER, PUMPING & GROUNDS	97,834.26	158,442.08	(60,607.82)
COMPUTER OPERATIONS	50,712.81	51,999.65	(1,286.84)
PURIFICATION	98,160.92	77,262.48	20,898.44
METERS & MAINS	119,521.57	131,400.88	(11,879.31)
ADMINISTRATION & GENERAL	492,888.36	514,300.00	(21,411.64)
IN TRANSIT	6,078,914.18	6,299,000.00	(220,085.82)
TOTAL EXPENSES	14,508,733.04	15,557,175.13	(1,048,442.09)
LEAD SERVICE LINE REPLACEMENT	525,516.01	1,350,000.00	(824,483.99)
CURRENT PERIOD INCOME	125,153.91	1,202,261.47	(1,077,107.56)

SOUTHEASTERN OAKLAND COUNTY WATER AUTHORITY

Water Supplier Bacteriological Analysis Report for the Michigan Department of Environmental Quality

System Name: S.O.C.W.A. WSSN-6150

Oakland County, Michigan

Month: **December 2023**

of Weeks: **4**

Community	Date:	Date:	Date:	Date:	Date:	Date:	Date:	Date:	Date:	Date:	Date:	Date:	
(Sample Location)	Site No.	Cl ₂	P/A	Cl ₂	P/A	Cl ₂	P/A	Cl ₂	P/A	Cl ₂	P/A	Cl ₂	P/A
City of Berkley (WSSN #0630)													
Einstein Bagel	27350 Woodward Ave.	BE-1	0.70	A	0.70	A	0.70	A	0.70	A			
Auto One	3080 11 Mile Rd.	BE-2	0.70	A	0.70	A	0.70	A	0.70	A			
DPW Building	3226 Bacon St.	BE-3	0.70	A	0.70	A	0.70	A	0.70	A			
Public Safety Building	2395 12 Mile Rd.	BE-4	0.60	A	0.60	A	0.60	A	0.60	A			
Weekly Average			0.68		0.68		0.68		0.68		#DIV/0!	0.68	
Village of Beverly Hills (WSSN #0690)													
Valvoline Oil Change	31005 Greenfield Rd.	BH-1	0.70	A	0.70	A	0.70	A	0.70	A			
Public Safety Building	18600 W. 13 Mile Rd.	BH-2	0.60	A	0.60	A	0.60	A	0.60	A			
Northbrook Church	22055 W. 14 Mile Rd.	BH-3	0.70	A	0.70	A	0.70	A	0.70	A			
Weekly Average			0.67		0.67		0.67		0.67		#DIV/0!	0.67	
Village of Bingham Farms (WSSN #0715)													
Tel Bingham Offices	30100 Telegraph Rd.	BF-1	0.70	A	0.70	A	0.70	A	0.70	A			
Butzel Long Building	32270 Telegraph Rd.	BF-2	0.70	A	0.70	A	0.70	A	0.70	A			
Weekly Average			0.70		0.70		0.70		0.70		#DIV/0!	0.70	
City of Birmingham (WSSN #0730)													
D.R.S.	925 Eton St.	BI-1	0.70	A	0.70	A	0.70	A	0.70	A			
Adams Fire Station	572 Adams Rd.	BI-2	0.60	A	0.60	A	0.60	A	0.60	A			
Police Station	151 Martin St.	BI-3	0.50	A	0.60	A	0.60	A	0.50	A			
Chesterfield Fire Station	1600 W. Maple Rd.	BI-4	0.60	A	0.60	A	0.60	A	0.60	A			
Chanelle Pastry	159 Eton	BI-5	0.70	A	0.70	A	0.70	A	0.70	A			
Weekly Average			0.62		0.64		0.64		0.62		#DIV/0!	0.63	
City of Clawson (WSSN #1440)													
Auger's Collision	726 S. Rochester Rd.	CL-1	0.70	A	0.70	A	0.70	A	0.70	A			
Police Station	425 Livernois Rd.	CL-2	0.60	A	0.60	A	0.60	A	0.60	A			
DPW Building	635 Elmwood Ave.	CL-3	0.70	A	0.70	A	0.70	A	0.70	A			
National Coney	1331 Maple Rd.	CL-4	0.70	A	0.70	A	0.70	A	0.70	A			
			0.68		0.68		0.68		0.68		#DIV/0!	0.68	
City of Huntington Woods (WSSN #3310)													
Community Center	26325 Scotia St.	HW-1	0.70	A	0.70	A	0.70	A	0.70	A			
H.W. D.P.W.	12795 W. 11 Mile Rd.	HW-2	0.70	A	0.70	A	0.70	A	0.70	A			

Community			Date:	12/07/23	Date:	12/14/23	Date:	12/21/23	Date:	12/28/23	Date:	
(Sample Location)		Site No.	Cl ₂	P/A	Cl ₂	P/A	Cl ₂	P/A	Cl ₂	P/A	Cl ₂	P/A
Rackham Golf Course	10100 W. 10 Mile Rd.	HW-3	0.60	A	0.60	A	0.60	A	0.60	A		
			0.67		0.67		0.67		0.67		#DIV/0!	0.67
City of Lathrup Village (WSSN #3800)												
DPW	19101 12 Mile Rd.	LV-1	0.70	A	0.70	A	0.70	A	0.70	A		
Hellenic Coney Island	27000 Evergreen Rd.	LV-2	0.70	A	0.70	A	0.70	A	0.70	A		
Lathrup City Hall	27400 Southfield Rd.	LV-3	0.70	A	0.70	A	0.70	A	0.70	A		
			0.70		0.70		0.70		0.70		#DIV/0!	0.70
City of Pleasant Ridge (WSSN #5390)												
D.P.W.	92 Amherst St.	PR-1	0.60	A	0.60	A	0.60	A	0.60	A		
Sunoco Station	23701 Woodward Ave.	PR-2	0.70	A	0.70	A	0.70	A	0.70	A		
Community Center	4 Ridge Rd.	PR-3	0.70	A	0.70	A	0.70	A	0.70	A		
			0.67		0.67		0.67		0.67		#DIV/0!	0.67

Cl₂ (Chlorine measured in mg/L)

P/A (Presence/Absence 100 mL/sample)

City of Royal Oak (WSSN #5830)

Subway	1411 11 Mile Rd.	RO-1	0.70	A	0.70	A	0.70	A	0.70	A		
Fire Station 6 th & Troy	216 6 th St.	RO-2	0.70	A	0.70	A	0.70	A	0.70	A		
McPeeks Citgo	1702 Crooks Rd.	RO-3	0.70	A	0.70	A	0.70	A	0.70	A		
Fire Station Wood/13	31000 Woodward Ave.	RO-4	0.60	A	0.60	A	0.60	A	0.60	A		
Midas Muffler	32700 Woodward Ave.	RO-5	0.70	A	0.70	A	0.70	A	0.70	A		
Brakes & More	2400 14 Mile Rd.	RO-6	0.70	A	0.70	A	0.70	A	0.70	A		
McDonald's	3300 Rochester Rd.	RO-7	0.70	A	0.70	A	0.70	A	0.70	A		
Howie Glass	940 Campbell Rd.	RO-8	0.70	A	0.70	A	0.70	A	0.60	A		
BP Gas	30875 Woodward Ave	RO-9	0.70	A	0.70	A	0.70	A	0.70	A		
Dunkin Donuts	1700 14 Mile	RO-10	0.70	A	0.70	A	0.70	A	0.70	A		
Sunoco	4738 Rochester Rd.	RO-11	0.70	A	0.70	A	0.70	A	0.70	A		
Burger King	1711 Main St.	RO-12	0.70	A	0.70	A	0.70	A	0.70	A		
RO DPS	1600 Campbell Rd.	RO-13	0.50	A	0.50	A	0.50	A	0.50	A		
Belle Tire	200 Stephenson Hwy	RO-14	0.70	A	0.70	A	0.70	A	0.70	A		
Shell Gas	110 Washington St.	RO-15	0.70	A	0.70	A	0.70	A	0.70	A		
			0.68		0.68		0.68		0.67		#DIV/0!	0.68

City of Southfield (WSSN #6160)

Dunkin Donuts	22111 Greenfield Rd.	SO-1	0.70	A	0.70	A	0.70	A	0.70	A		
Marathon Gas	20020 8Mile Rd.	SO-2	0.70	A	0.60	A	0.70	A	0.60	A		
JAX Car Wash	27000 8 Mile Rd.	SO-3	0.70	A	0.70	A	0.70	A	0.70	A		
Midas Muffler	24945 Telegraph Rd.	SO-4	0.70	A	0.70	A	0.70	A	0.70	A		
Comfort Suites	24977 Northwestern Hwy.	SO-5	0.70	A	0.70	A	0.70	A	0.70	A		

Community			Date:	12/07/23	Date:	12/14/23	Date:	12/21/23	Date:	12/28/23	Date:	
(Sample Location)		Site No.	Cl ₂	P/A	Cl ₂	P/A	Cl ₂	P/A	Cl ₂	P/A	Cl ₂	P/A
Walgreens	28901 Greenfield Rd.	SO-6	0.70	A	0.70	A	0.70	A	0.70	A		
Midas Muffler	26969 Greenfield Rd.	SO-7	0.70	A	0.70	A	0.70	A	0.70	A		
OCRC Garage	27900 Clara Ln.	SO-8	0.70	A	0.70	A	0.70	A	0.70	A		
JAX Car Wash	28845 Telegraph Rd.	SO-9	0.60	A	0.60	A	0.60	A	0.70	A		
Ted Lindsey Center	30503 Greenfield Rd.	SO-10	0.70	A	0.70	A	0.70	A	0.70	A		
Mobil Gas 9 Mile	18300 9 Mile Rd.	SO-11	0.70	A	0.70	A	0.70	A	0.70	A		
Stop & Go	20041 12 Mile Rd.	SO-12	0.70	A	0.70	A	0.70	A	0.70	A		
BP Gas	19995 9 Mile Rd.	SO-13	0.70	A	0.70	A	0.70	A	0.70	A		
Stacker-Z	23145 Lahser Rd.	SO-14	0.70	A	0.70	A	0.70	A	0.70	A		
Marriott	27027 Northwestern	SO-15	0.70	A	0.70	A	0.70	A	0.70	A		
Hayes Mkt.	22580 Telegraph Rd.	SO-16	0.70	A	0.70	A	0.70	A	0.70	A		
7-Eleven	26355 Telegraph Rd.	SO-17	0.70	A	0.70	A	0.70	A	0.70	A		
Burger King	26211 12 Mile Rd.	SO-18	0.70	A	0.70	A	0.70	A	0.70	A		
Mobil Gas 13 Mile	30915 Southfield Rd.	SO-19	0.70	A	0.70	A	0.70	A	0.70	A		
McDonalds	30161 Southfield Rd.	SO-20	0.70	A	0.70	A	0.70	A	0.70	A		
			0.70		0.69		0.70		0.70		#DIV/0!	0.69

Community			Date:	12/07/23	Date:	12/14/23	Date:	12/21/23	Date:	12/28/23	Date:	
(Sample Location)		Site No.	Cl ₂	P/A	Cl ₂	P/A	Cl ₂	P/A	Cl ₂	P/A	Cl ₂	P/A
SOCWA Entry Points (WSSN #6150)												
Livernois Pump Station	224 Livernois Rd.	WA-1	0.20	A	0.20	A	0.20	A	0.20	A		
Lamb Pump Station	21101 Greenfield Rd.	WA-2	0.20	A	0.20	A	0.20	A	0.20	A		
Webster Pump Station	3910 W. Webster Rd.	WA-3	0.70	A	0.70	A	0.70	A	0.70	A		
**from Webster 10 MG	3910 W. Webster Rd.	WA-4	0.60	A	0.60	A	0.50	A	0.50	A		
**from Webster 7.5 MG	3910 W. Webster Rd.	WA-5	OOS	OOS	OOS	OOS	OOS	OOS	OOS	OOS		
Gare Pump Station	24570 W. 12 Mile Rd.	WA-6	0.80	A	0.80	A	0.80	A	0.80	A		
**from Gare 4.5 MG	24570 W. 12 Mile Rd.	WA-7	0.60	A	0.60	A	0.60	A	0.60	A		
14 Mile Pump Station	16111 W. 14 Mile Rd.	WA-8	0.80	A	0.80	A	0.80	A	0.80	A		
**from 14 Mile 5.0 MG	16111 W. 14 Mile Rd.	WA-9	0.60	A	0.60	A	0.60	A	0.60	A		
Samoset Elevated Tank	2721 Samoset Rd.	WA-10	0.80	A	0.80	A	0.80	A	0.80	A		
Oliver Pump Station	2443 Oliver Rd.	WA-11	0.80	A	0.80	A	0.80	A	0.80	A		
Buchanan Pump Station	24250 W. 8 Mile Rd.	WA-12	0.30	A	0.30	A	0.30	A	0.30	A		
**from Buchanan 2.5 MG	24250 W. 8 Mile Rd.	WA-13	OOS	OOS	OOS	OOS	OOS	OOS	OOS	OOS		
			0.58		0.58		0.57		0.57		#DIV/0!	0.58
Metered Connections												
Detroit Zoo	8450 W. Ten Mile Rd.	MC-1	0.60	A	0.60	A	0.60	A	0.60	A		
Beaumont Hospital	1301 13 Mile Rd.	MC-2	0.70	A	0.70	A	0.70	A	0.70	A		
			0.65		0.65		0.65		0.65			0.65
Total: Routine Municipal Samples					75		75		75		75	
Total: Water Main Construction & Misc.					0		2		1		0	
Total: Samples for Month:		303			75		77		76		75	

Method of Analysis: Analyzed per "STANDARD METHODS-for the Examination of Water and Wastewater"

Part No. 9223 B. Enzyme Substrate Test.

Examined by: Laurence Westmore

Date:

SOUTHEASTERN OAKLAND COUNTY WATER AUTHORITY													
PRECIPITATION - INCHES (WEBSTER PUMPING STATION)													
YEAR	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
1985	3.90	3.70	4.60	0.95	3.66	1.68	4.37	4.02	1.45	3.30	5.10	1.13	37.86
1986	1.68	2.73	1.74	1.91	2.10	4.62	2.79	3.10	5.48	2.48	0.95	1.95	31.53
1987	1.55	0.58	1.90	2.03	1.61	3.18	4.30	5.31	2.30	2.00	2.80	2.80	30.36
1988	0.60	1.53	0.40	1.40	1.00	0.55	2.80	2.05	3.25	3.43	2.61	0.80	20.42
1989	0.71	0.35	1.30	1.25	2.22	3.85	2.15	1.39	5.53	1.45	2.80	0.50	23.50
1990	1.52	4.18	1.40	1.95	3.00	2.25	2.03	4.30	3.90	3.70	2.35	3.40	33.98
1991	0.90	0.45	1.37	1.65	5.46	1.79	1.92	3.36	0.72	3.64	2.65	2.05	25.96
1992	1.35	1.24	2.98	2.75	0.85	2.05	6.40	2.30	3.10	1.95	4.20	1.80	30.97
1993	3.64	0.82	1.15	2.80	1.20	4.91	2.05	2.85	5.85	1.75	1.50	0.45	28.97
1994	2.15	0.55	2.20	2.70	0.70	5.21	1.30	2.77	1.20	2.33	3.02	2.20	26.33
1995	1.32	0.85	1.15	2.05	2.80	2.25	4.45	4.15	1.00	3.25	3.05	0.95	27.27
1996	1.45	1.30	1.00	3.75	3.30	4.20	1.85	0.40	4.45	2.20	2.15	1.30	27.35
1997	1.45	2.75	3.15	0.85	4.55	1.55	2.20	1.90	3.45	2.15	0.50	1.30	25.80
1998	2.80	2.85	4.60	2.86	1.65	1.75	2.80	6.85	1.00	2.05	1.00	1.45	31.66
1999	3.75	1.30	0.55	3.85	2.80	4.55	2.65	1.40	2.60	0.60	1.45	2.70	28.20
2000	1.30	0.50	1.05	3.20	4.25	5.00	4.10	2.55	4.35	2.00	1.05	2.70	32.05
2001	0.12	2.70	0.30	2.98	4.50	2.30	2.10	1.65	4.00	6.65	1.70	1.55	30.55
2002	1.55	1.45	1.10	0.65	1.90	1.05	4.35	0.70	2.85	0.96	2.00	0.90	19.46
2003	0.25	0.20	1.25	2.05	4.70	4.65	0.50	2.40	3.20	2.10	3.60	2.30	27.20
2004	2.60	0.40	2.40	0.05	6.80	2.30	2.70	3.70	0.80	1.65	2.45	3.00	28.85
2005	2.50	3.10	0.55	1.70	0.70	1.50	3.20	0.65	2.95	0.30	3.95	1.60	22.70
2006	2.50	0.95	2.95	2.05	5.20	3.30	1.60	1.90	2.56	2.90	3.00	3.40	32.31
2007	3.30	0.65	4.90	2.25	2.60	2.75	1.00	4.55	1.20	2.35	1.90	4.75	32.20
2008	2.40	3.90	1.90	0.40	1.95	3.85	3.05	0.27	6.55	1.80	3.15	4.05	33.27
2009	2.85	1.95	6.31	6.85	3.35	3.20	1.55	4.00	1.56	2.85	0.20	2.80	37.47
2010	0.80	1.65	0.67	1.80	4.30	3.40	4.95	0.25	2.70	2.20	4.30	0.70	27.72
2011	2.20	5.75	3.20	5.20	5.40	2.40	3.40	3.30	7.80	3.20	5.60	3.10	50.55
2012	2.60	0.40	2.10	0.50	1.10	0.90	3.80	4.30	2.00	1.70	0.72	0.00	20.12
2013	1.90	2.10	1.00	5.10	2.10	4.60	3.00	3.30	2.00	3.10	2.40	3.60	34.20
2014	1.30	0.70	0.80	2.60	2.40	3.10	2.70	7.20	2.20	1.70	2.40	1.20	28.30
2015	2.60	1.20	0.40	0.70	3.00	3.40	1.30	2.10	1.30	1.80	1.30	1.50	20.60
2016	0.93	0.70	2.54	0.98	1.59	0.50	2.85	2.80	4.49	1.80	1.35	1.70	29.57
2017	2.30	2.00	2.80	2.40	2.90	0.70	1.10	2.30	0.70	5.70	4.30	1.50	28.70
2018	1.43	3.25	2.01	2.20	5.25	1.14	1.08	1.36	4.34	5.37	2.71	1.60	31.74
2019	1.52	2.03	1.96	3.73	3.59	4.11	7.15	3.04	4.84	4.97	1.52	2.60	41.06
2020	4.21	1.21	3.41	1.44	3.25	2.22	2.46	7.31	2.72	3.27	2.49	5.30	39.29
2021	0.89	0.42	2.34	1.18	3.63	8.06	7.15	5.64	6.00	6.20	2.39	4.30	48.20
2022	2.43	1.69	2.52	2.66	3.69	2.71	3.06	4.93	1.89	0.53	1.28	2.60	29.99
AVG.	1.93	1.69	2.05	2.25	3.03	2.94	2.95	3.06	3.11	2.67	2.42	2.15	30.43
2023	1.48	1.76	1.63	3.92	1.07	4.77	4.25	5.47	1.42	3.14	1.19	3.40	33.50

January 4, 2024

Board of Trustees
Southeastern Oakland County Water Authority
SOCRRA

Subject: Approval of General Manager Employment Agreement

Board Members:

I am recommending that the Boards approve the attached General Manager Employment Agreement. The Agreement is consistent with the guidelines previously discussed with the Boards. The Agreement is also acceptable to both Mr. Griffin and Mr. Davis.

There are two outstanding items in the agreement. I am proposing a start date of February 12, 2024, which is acceptable to Mr. Griffin. Section 13 covers Cellular Telephone usage. The attached Agreement assumes that all of the SOCWA and SOCRRA computer applications can run on Mr. Griffin's existing cell phone. SOCWA/SOCRRA staff are currently testing that assumption. If this assumption is not correct, Mr. Griffin had indicated that he is willing to use an Apple phone provided by SOCWA and Section 13 will be revised appropriately.

Following approval of the Agreement by the Boards, SOCWA/SOCRRA staff, Mr. Davis and Ms. Newman will develop a detailed transition plan which will be reviewed at the February 14 Board meeting. I also anticipate working with Mr. Davis to develop a retainer type agreement for consulting services following my retirement. This agreement will be reviewed with the Boards at a future meeting.

I would like to thank the members of the Boards for their work in making this decision and in reaching this agreement. I would also like to thank Mr. Davis, Ms. Newman and Ms. Farris for all of the work that was required during this process.

I am recommending that the attached Agreement be unanimously approved by each Board.

Respectfully submitted,

Jeffrey A. McKeen, P.E.
General Manager

Suggested resolution: "That the General Manager Employment Agreement be approved by the Board."

GENERAL MANAGER
AT WILL EMPLOYMENT AGREEMENT

This General Manager At Will Employment Agreement dated this ____ day of _____, 2024, by and between the Southeastern Oakland County Water Authority, hereinafter referred to as "SOCWA," the Southeastern Oakland County Resource Recovery Authority, hereinafter referred to as "SOCRRA," and Eric Griffin, hereinafter referred to as "General Manager", and states the following:

WHEREAS, SOCWA and SOCRRA solicited candidates to apply, interview and potentially serve as the General Manager to SOCWA and SOCRRA; and

WHEREAS, Eric Griffin participated in the candidate review and interview process by submitting a response to the General Manager solicitation process; and

WHEREAS, SOCWA and SOCRRA, by Board actions, has selected Eric Griffin (“General Manager”) to be the General Manager consistent with the terms and provisions set forth herein in this At Will Employment Agreement.

NOW, THEREFORE, SOCWA, SOCRRA and Eric Griffin hereby agree as follows with adequate consideration acknowledged and accepted by all parties hereto.

SECTION 1

AT WILL EMPLOYMENT

SOCRRA, SOCWA and General Manager hereby agree that the employment relationship under the terms and provisions of this Agreement are at will for all purposes under the controlling and applicable laws. General Manager represents and warrants that all information disclosed to SOCWA and SOCRRA during the interview and candidate review is and remains true and accurate through the execution of this Agreement.

SECTION 2

PERIOD OF EMPLOYMENT

This Agreement shall be effective as of the ____ day of February, 2024 and shall continue for an indefinite period. This is an At Will Employment Agreement with no guarantee of any employment duration and no expectation of time period for employment.

SECTION 3

GENERAL MANAGER'S DUTIES

During the period of employment with SOCRRA and SOCWA, the General Manager shall perform all duties required of the General Manager position as set forth in the job description for General Manager, attached hereto as Exhibit A and incorporated by reference herein, and such other performance plans as adopted, from time to time, by each of the Authorities' Boards.

SECTION 4

OTHER EMPLOYMENT

The General Manager shall devote full-time attention, knowledge and skills to the interests of SOCRRA and SOCWA. The General Manager may, from time to time, teach, lecture, or make presentations that will not conflict or interfere with General Manager's work and duties to SOCRRA or SOCWA.

SECTION 5

HOURS OF WORK

The parties hereto recognize that the position of General Manager requires that the General Manager, on occasion, is called upon to work weekends, evenings, and other irregular hours at locations other than SOCRRA's and SOCWA's administrative office and during hours that said office is not open for normal business hours. It is understood and agreed that the General Manager shall work whatever hours that may be necessary in order for the General Manager to fulfill the duties and responsibilities of the position, but in any event, not less than forty (40) hours per week in total. At all times, the best interests of SOCWA and SOCRRA shall be considered by the General Manager in setting the work schedule.

SECTION 6

GENERAL MANAGER'S SALARY

The General Manager shall receive a salary at an annual rate of \$160,000.00 for the period commencing February ____, 2024, and that salary shall be payable in installments as per the pay plan generally applicable to other SOCWA Authority employees.

SOCWA will pay the salary and benefits for the General Manager during the term of his employment. SOCRRA agrees to reimburse SOCWA for Fifty Percent (50%) of the costs of the General Manager's salary, including regular and customary State, Federal and Local employment taxes. The General Manager shall not be eligible to receive any benefits from SOCRRA or SOCWA except as provided in this Agreement.

The SOCWA and SOCRRA Boards shall each review and evaluate the General Manager's performance, salary and benefits on an annual basis consistent with the then approved and in place system which may change from time to time. No modifications to the General Manager's salary or benefits shall be made by either SOCRRA or SOCWA without the majority vote of both Authorities except as follows:

- The General Manager's annual salary shall be increased by the annual pay adjustments each year, plus \$5,000.00 at the conclusion of the first full year of employment with no further action required by SOCWA or SOCRRA and another \$5,000.00 at the conclusion of the third full year of employment with no further action required by SOCWA or SOCRRA.

SECTION 7

DEFERRED COMPENSATION

SOCWA shall provide the General Manager with a §457 deferred income plan through MERS to which SOCWA will contribute 6.0% of gross salary paid annually, and SOCRRA shall reimburse SOCWA Fifty Percent (50%) of this contribution. The General Manager may contribute to said plan to the maximum amount permitted by the then controlling and applicable laws and regulations governing and applying to the plan.

SECTION 8

LIFE INSURANCE

At all times of employment under this Agreement and as otherwise permitted herein, SOCWA shall provide the General Manager with term life insurance and accidental death and dismemberment insurance policies during the term of employment each in the amount of \$175,000. SOCRRA shall reimburse SOCWA Fifty Percent (50%) of the expense for this insurance.

SECTION 9

AUTOMOBILE ALLOWANCE

At all times of employment under this Agreement and as otherwise permitted herein, the General Manager shall receive an automobile allowance of \$700 per month from SOCWA during the time he is actively working during the term of this Agreement. SOCRRA shall reimburse SOCWA Fifty Percent (50%) of this automobile allowance expense. This allowance shall be the total compensation to the General Manager for the use of his personal automobile in the course of SOCWA's and SOCRRA's business and shall be paid in lieu of mileage or any other method of

reimbursement. The General Manager shall use his vehicle for all SOCWA and SOCRRA business that he performs. The General Manager shall provide a proof of insurance to both Authorities and name SOCRRA and SOCWA as an additional insured on his automobile insurance policy.

SECTION 10

OTHER BUSINESS EXPENSES

SOCWA and SOCRRA shall reimburse the General Manager for all other reasonable employment related expenses, subject to the administrative policies concerning such expenses, as may be amended and otherwise. Such expenses may include, but are not limited to, the following: air travel, taxi and automobile rental, lodging, meals, memberships and subscriptions to the publications of the APWA, AWWA, SWANA, registration fees for training programs offered by such organizations subject to Board approval if outside of Michigan, and travel and incidental costs relating to attending such programs or conferences and meetings of such organizations. It is specifically understood that such activities are to be undertaken by the General Manager as may be authorized by SOCWA and/or SOCRRA, and shall be considered part of the General Manager's duties. The parties agree that should the General Manager incur business expenses solely for the benefit of, or attributable to one party, then that party shall bear the full cost of that expense. Otherwise, SOCWA and SOCRRA shall share equally in the cost.

SECTION 11

VACATION LEAVE

The General Manager will accrue vacation leave at the rate of twenty (20) days per year, which shall be available for use as of July 1 of each year. Absent formal action by the SOCWA and SOCRRA Boards, there shall be no carryover of earned vacation from one fiscal year to the next. For the 2023/24 fiscal year only, the General Manager will be provided with 12 vacation days and 2 personal days.

SECTION 12

SICK LEAVE

The General Manager shall accumulate sick leave pursuant to the plan for non-union SOCWA employees, subject to the maximum limits as provided therein, which may be modified from time to time during the course of this Agreement.

SECTION 13

CELLULAR TELEPHONE

At all times of employment under this Agreement and as otherwise permitted herein, the General Manager shall receive a cellular telephone allowance of \$50 per month from SOCWA during the time he is actively working during the term of this Agreement. SOCRRA shall reimburse SOCWA Fifty Percent (50%) of this cellular telephone allowance expense. This allowance shall be the total compensation to the General Manager for the use of his personal cellular telephone in the course of SOCWA's and SOCRRA's business and shall be paid in lieu of providing a cellular telephone to the General Manager. The General Manager agrees to allow all SOCWA and SOCRRA applications to be placed on the cellular telephone and to follow all cellular telephone security recommendations as provided by SOCWA and SOCRRA.

SECTION 14

PUBLIC OFFICIAL LIABILITY INSURANCE

At all times during employment under this Agreement, SOCWA and SOCRRA shall provide the General Manager with public official liability insurance.

SECTION 15

TERMINATION

The General Manager is an at will employee. Any and all decisions regarding the termination of the General Manager's employment shall only be made after a majority vote of either the SOCWA or the SOCRRA Board. Termination by one Board shall be deemed a termination by the other Board. Nothing herein shall preclude the non-terminating Board from entering into negotiations with the General Manager for terms for employment by that Board going forward.

1. In the event the General Manager terminates this Agreement for any reason, General Manager shall give no less than thirty (30) days prior written notice to both SOCRRA and SOCWA and in said notice advise SOCRRA and SOCWA of the date of termination. If the General Manager terminates this Agreement, all rights of the General Manager to any compensation, benefits or severance pursuant to this Agreement shall cease as of the effective date of such termination.

2. If SOCRRA or SOCWA terminates this Agreement, the General Manager shall receive as severance the then current regular salary at the then current rate for a period of one-year and payable according to the regular terms as provided here. For a period of one (1) year following termination, the General Manager shall continue to receive health insurance benefits as described in this

contract. The General Manager shall also be compensated for all accrued sick leave and vacation time upon termination. Should the General Manager enter into an employment agreement with the non-terminating Board, any severance pay paid pursuant to this provision shall be reduced by 50%.

Notwithstanding the foregoing, all rights to compensation and benefits shall cease in full as of the effective date of termination if the General Manager is terminated by SOCRRA and SOCWA because of any of the following: fraud; material misrepresentation of fact; use of alcohol, drugs or any other intoxicant or controlled substance, in such a manner as to impair the General Manager's ability to perform all duties and responsibilities; a pattern of intentional misconduct or neglect or persistent failure to perform his duties or responsibilities; or conviction of a felony.

SECTION 16

ELIGIBILITY FOR BENEFITS AFFORDED OTHER EMPLOYEES

Except as otherwise provided in this Agreement, the General Manager shall receive the same benefits as provided to SOCWA's non-union employees hired after July 1, 2011 including: educational assistance, Municipal Retirement Fund Contributions, Group Medical Insurance Benefits, long-term disability insurance, holidays, personal days, all as are described in the Southeastern Oakland County Water Authority Salaried Employees Personnel Policies Manual, dated July 1, 2019, and which may be modified from time to time during the course of this Agreement. SOCRRA shall reimburse SOCWA Fifty Percent (50%) for these expenses.

SECTION 17

ARBITRATION

It is mutually agreed between the General Manager, SOCWA and SOCRRA that arbitration shall be the sole and exclusive remedy to address and resolve any grievance which includes, but is not limited to, any dispute, claim or controversy involving the interpretation of this Agreement, the terms, conditions or termination of this Agreement, and any and all disputes, claims or controversies arising as a result of the Employment of the General Manager by SOCWA and/or SOCRRA including claims under federal, state or local civil rights statutes such as Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act, the Americans with Disabilities Act, the Family and Medical Leave Act, the Elliott-Larsen Civil Rights Act and the Persons with Disabilities Civil Rights Act. It is the intention of the parties that the arbitration decision will be final and binding and that any and all grievances shall be disposed of as follows:

1. Any and all grievances must be submitted in writing by the aggrieved party within thirty (30) days from the date of termination of this Agreement;

2. Within thirty (30) days following the submission of the written grievance, the party to whom the grievance is submitted shall respond in writing, if no written response is submitted within thirty (30) days, the grievance shall be deemed denied;

3. If the grievance is denied, either party may, within thirty (30) days of such denial, refer the grievance to arbitration in Oakland County, Michigan. The arbitrator shall be chosen in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association then in effect, and the expense of the arbitration shall be shared one-third (1/3) by each of the parties being SOCWA, SOCRRA and the General Manager.

4. Any grievance shall be deemed waived unless presented within the time limits specified above. The arbitrator shall not have jurisdiction or authority to change, add to or subtract from any of the provisions of this Agreement. The arbitrator's sole authority shall be to interpret or apply the provisions of this Agreement. The parties hereby acknowledge that since arbitration is the exclusive remedy with respect to any grievance hereunder, neither party has the right to resort to any federal, state or local court, or administrative agency concerning breaches of this Agreement and that the decision of the arbitrator shall be a complete defense to any suit, action or proceeding instituted in any federal, state or local court or before any administrative agency with respect to any dispute which is arbitrable as herein set forth. The arbitration provisions hereof shall, with respect to any grievance, survive the termination or expiration of this Agreement.

SECTION 18

COMPLETE AGREEMENT

This written Agreement embodies the whole agreement between the parties and there are no inducements, promises, terms, conditions or other obligations in this Agreement. Any amendments to this Agreement shall be in writing and executed by SOCWA, SOCRRA and the General Manager.

SECTION 19

GOVERNING LAW

This Agreement shall be construed and enforced in accordance with the laws of the State of Michigan. This Agreement shall be deemed to be mutually drafted.

SECTION 20

SURVIVING PROVISIONS

All provisions, which by their terms or by reasonable implication may be performed after termination of this Agreement, shall survive termination of this Agreement.

SECTION 21
REPRESENTATIONS AND WARRANTIES

General Manager represents and warrants to SOCRRA and SOCWA that General Manager is free to enter into this Agreement and that he has no prior or other obligations or commitments of any kind to anyone that would in any way hinder or interfere with his acceptance of, or the full, uninhibited and faithful performance of, his employment under or the exercise of all best efforts as an employee of SOCWA and SOCRRA.

SECTION 22
WAIVERS

The failure of either party hereto at any time or from time to time to require performance of any of the other party's obligations under this Agreement shall in no manner affect the right to enforce any provision of this Agreement at a subsequent time, and the waiver of any rights arising out of any breach shall not be construed as a waiver of any rights arising out of any subsequent breach.

SECTION 23
SURVIVAL

If any of the provisions, terms or clauses of this Agreement are declared illegal, unenforceable or ineffective in a legal forum or by the operation of law, those provisions, terms and clauses shall be deemed severable and all other provisions, terms and clauses shall remain valid and binding.

SECTION 24
WARRANTIES

The individuals signing this Agreement represent and warrant that they, and each of them, are duly authorized and empowered to act on behalf of and to sign for the parties for whom they have signed respectively.

Signatures on following page

Witnesses:

SOCRRA

By: _____

Dated: _____

By: _____

Dated: _____

Witnesses:

SOCWA

By: _____

Dated: _____

By: _____

Dated: _____

Witnesses

GENERAL MANAGER

By: _____

Dated: _____

January 4, 2024

Board of Trustees
Southeastern Oakland County Water Authority
SOCRRA

Subject: Personnel Policy Changes - Administrative Staff Retiree Health Care and Parental Leave

Board Members:

I am proposing to revise the Authorities' Personnel Policies to allow Medicare eligible employees to use their Health Care Savings Plan (HCSP) funds for reimbursement of Medicare premiums, to terminate the required 5% of salary contribution to the HCSP and to provide 80 hours of parental leave.

Under the Authorities' current Personnel Policies, administrative employees hired before July 1, 2011 are eligible for retirement health insurance, provided by the Authorities, and are required to contribute 5% of salary into a MERS Health Care Savings Plan (HCSP). Each employee has their own HCSP, which has been entirely funded by employee contributions. Each employee's HCSP is to be used to reimburse the retiree and their eligible spouse for health insurance premiums during retirement. Bob Jackovich and I are the only active employees that meet the eligibility requirements. Most salaried retirees have exhausted their HCSP funds and are now being provided health insurance through our Medicare eligible reimbursement program (6 retirees or eligible spouse) or through our Blue Cross plan (1 retiree). We have two Medicare eligible retirees that are able to use their HCSP funds for Medicare premiums and for any unreimbursed medical insurance expenses.

Employees hired after July 1, 2011 participate in a separate HCSP that is funded by a 2% of salary contribution by the employee and a 4% of salary contribution by the Authorities.

The salaried retiree health insurance program was instituted in the late 1990s as a means of reducing the Authorities OPEB liability before OPEB was instituted as a GASB rule. While it has proven to be effective in meeting this goal (the salaried OPEB plan was 186% funded as of June 30, 2023), the program now serves as an incentive for Bob Jackovich to retire. Bob has accumulated a very large amount of money in his HCSP, an amount that is significantly greater than will be required to provide retirement health insurance. Bob and his spouse will both turn 65 in 2024. As a result, under our current Personnel Policies, Bob will continue to contribute 5% of his salary to his overfunded HCSP, pay 6% of a higher Blue Cross premium and pay Medicare premiums. If Bob were to retire, the 5% of salary contribution to the HCSP and the 6% of Blue Cross premium payment would both stop and Bob could use his HCSP funds to pay his Medicare premiums.

Under the policy modification proposed above, both Bob and I would be allowed to use our HCSP funds to pay Medicare premiums and we would both receive a 5% increase in our take

home pay at no cost to the Authorities. The proposed changes would begin to reduce the assets used to offset our OPEB liability but since our salaried OPEB plan was 186% funded as of June 30, 2023, the plan will continue to be significantly overfunded.

Both SOCWA and SOCRRA added 80 hours of parental leave to the union contracts that became effective on July 1, 2024. I am proposing to add the same parental leave language, which provides for up to 80 hours of leave to be taken within two months of birth or adoption.

Respectfully submitted,

Jeffrey A. McKeen, P.E.
General Manager

Suggested resolution: “That the Authorities Personnel Policies be revised to allow Medicare eligible employees to use their Health Care Savings Plan funds for reimbursement of Medicare premiums, to terminate the required 5% of salary contribution to the Health Care Savings Plan and to add 80 hours of parental leave.”