

**AMENDMENT NO. 1 TO WATER SERVICE CONTRACT  
BETWEEN  
CITY OF DETROIT  
AND  
NORTH OAKLAND COUNTY WATER AUTHORITY**

This Amendment Agreement No. 1 ("Amendment") is made between the City of Detroit, a municipal corporation, by its Water and Sewerage Department and Board of Water Commissioners (the "Board"), and the North Oakland County Water Authority, a Michigan authority created pursuant to Public Act 7 of 1967, ("Customer"). The Board and Customer are collectively referred to as the "Parties".

Whereas, the City of Detroit owns a public water supply system ("System") operated by the Board; and

Whereas, on July 1, 2015, the Parties entered into a Water Service Contract ("Contract") reflecting the terms and conditions governing the delivery and purchase of potable water, as subsequently amended; and

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

Whereas, Article 15 of the Contract permits the Parties to amend the Contract by mutual agreement; and

Whereas, Customer has added two additional water storage facilities to its operational plan which provides for greater control over its peak hour water usage; and

Whereas, it is the mutual desire of the Parties to enter into this Amendment to amend the Contract as set out in detail in the following sections; and

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

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

*(Signatures appear on next page)*

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

**North Oakland County Water Authority:**

By: \_\_\_\_\_  
Ronald J. Melchert  
Its: Chairperson

APPROVED BY NORTH OAKLAND  
COUNTY WATER AUTHORITY BOARD ON:

\_\_\_\_\_  
Date

**City of Detroit:**

By: \_\_\_\_\_  
Sue F. McCormick

Its:

APPROVED BY DETROIT  
BOARD OF WATER COMMISSIONERS ON:

\_\_\_\_\_  
Date

APPROVED AS TO FORM BY  
DWSO GENERAL COUNSEL ON:

\_\_\_\_\_  
Date

## FIRST AMENDED EXHIBIT B

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

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

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

FIRST AMENDED EXHIBIT B

Table 1  
 Projected Annual Volume and Minimum Annual Volume

Fiscal Year Ending June 30	Projected Annual Volume (Mcf)	Minimum Annual Volume (Mcf)
2015	--	--
2016	<b>1,020,000</b>	<b>510,000</b>
2017	<b>1,020,000</b>	<b>510,000</b>
2018	<i>1,020,000</i>	<i>510,000</i>
2019	<i>1,020,000</i>	<i>510,000</i>
2020	<i>1,020,000</i>	<i>510,000</i>
2021	<i>1,020,000</i>	<i>510,000</i>
2022	<i>1,020,000</i>	<i>510,000</i>
2023	<i>1,020,000</i>	<i>510,000</i>
2024	<i>1,020,000</i>	<i>510,000</i>
2025	<i>1,020,000</i>	<i>510,000</i>
2026	<i>1,020,000</i>	<i>510,000</i>
2027	<i>1,020,000</i>	<i>510,000</i>
2028	<i>1,020,000</i>	<i>510,000</i>
2029	<i>1,020,000</i>	<i>510,000</i>
2030	<i>1,020,000</i>	<i>510,000</i>
2031	<i>1,020,000</i>	<i>510,000</i>
2032	<i>1,020,000</i>	<i>510,000</i>
2033	<i>1,020,000</i>	<i>510,000</i>
2034	<i>1,020,000</i>	<i>510,000</i>
2035	<i>1,020,000</i>	<i>510,000</i>
2036	<i>1,020,000</i>	<i>510,000</i>
2037	<i>1,020,000</i>	<i>510,000</i>
2038	<i>1,020,000</i>	<i>510,000</i>
2039	<i>1,020,000</i>	<i>510,000</i>
2040	<i>1,020,000</i>	<i>510,000</i>
2041	<i>1,020,000</i>	<i>510,000</i>
2042	<i>1,020,000</i>	<i>510,000</i>
2043	<i>1,020,000</i>	<i>510,000</i>
2044	<i>1,020,000</i>	<i>510,000</i>
2045	<i>1,020,000</i>	<i>510,000</i>

FIRST AMENDED EXHIBIT B

Table 2  
Pressure Range and Maximum Flow Rate

Calendar Year	Pressure Range (psi)		Pressure Range (psi)		Pressure Range (psi)		Pressure Range (psi)		Pressure Range (psi)		Pressure Range (psi)	
	Meter AH-02		Meter AH-03		Meter AH-04		Meter AH-05		Meter AH-06		Meter OT-01	
	Min	Max	Min	Max	Min	Max	Min	Max	Min	Max	Min	Max
2015	127	149	TBD	TBD	104	TBD	55	87	69	TBD	54	95
2016	127	149	TBD	TBD	104	TBD	55	87	69	TBD	54	95
2017	127	149	TBD	TBD	104	TBD	55	87	69	TBD	54	95
2018	127	149	TBD	TBD	104	TBD	55	87	69	TBD	54	95
2019	127	149	TBD	TBD	104	TBD	55	87	69	TBD	54	95
2020	127	149	TBD	TBD	104	TBD	55	87	69	TBD	54	95
2021	127	149	TBD	TBD	104	TBD	55	87	69	TBD	54	95
2022	127	149	TBD	TBD	104	TBD	55	87	69	TBD	54	95
2023	127	149	TBD	TBD	104	TBD	55	87	69	TBD	54	95
2024	127	149	TBD	TBD	104	TBD	55	87	69	TBD	54	95
2025	127	149	TBD	TBD	104	TBD	55	87	69	TBD	54	95
2026	127	149	TBD	TBD	104	TBD	55	87	69	TBD	54	95
2027	127	149	TBD	TBD	104	TBD	55	87	69	TBD	54	95
2028	127	149	TBD	TBD	104	TBD	55	87	69	TBD	54	95
2029	127	149	TBD	TBD	104	TBD	55	87	69	TBD	54	95
2030	127	149	TBD	TBD	104	TBD	55	87	69	TBD	54	95
2031	127	149	TBD	TBD	104	TBD	55	87	69	TBD	54	95
2032	127	149	TBD	TBD	104	TBD	55	87	69	TBD	54	95
2033	127	149	TBD	TBD	104	TBD	55	87	69	TBD	54	95
2034	127	149	TBD	TBD	104	TBD	55	87	69	TBD	54	95
2035	127	149	TBD	TBD	104	TBD	55	87	69	TBD	54	95
2036	127	149	TBD	TBD	104	TBD	55	87	69	TBD	54	95
2037	127	149	TBD	TBD	104	TBD	55	87	69	TBD	54	95
2038	127	149	TBD	TBD	104	TBD	55	87	69	TBD	54	95
2039	127	149	TBD	TBD	104	TBD	55	87	69	TBD	54	95
2040	127	149	TBD	TBD	104	TBD	55	87	69	TBD	54	95
2041	127	149	TBD	TBD	104	TBD	55	87	69	TBD	54	95
2042	127	149	TBD	TBD	104	TBD	55	87	69	TBD	54	95
2043	127	149	TBD	TBD	104	TBD	55	87	69	TBD	54	95
2044	127	149	TBD	TBD	104	TBD	55	87	69	TBD	54	95

FIRST AMENDED EXHIBIT B

Table 2 (cont'd)  
Pressure Range and Maximum Flow Rate

Calendar Year	Pressure Range (psi)		Pressure Range (psi)		Pressure Range (psi)		Pressure Range (psi)		Pressure Range (psi)		Pressure Range (psi)	
	Meter PO-01		Meter PO-02		Meter RC-01		Meter RC-02		Meter RC-03		Meter RC-04	
	Min	Max	Min	Max	Min	Max	Min	Max	Min	Max	Min	Max
2015	37	59	83	TBD	87	109	95	TBD	125	TBD	55	135
2016	37	59	83	TBD	87	109	95	TBD	125	TBD	55	135
2017	37	59	83	TBD	87	109	95	TBD	125	TBD	55	135
2018	37	59	83	TBD	87	109	95	TBD	125	TBD	55	135
2019	37	59	83	TBD	87	109	95	TBD	125	TBD	55	135
2020	37	59	83	TBD	87	109	95	TBD	125	TBD	55	135
2021	37	59	83	TBD	87	109	95	TBD	125	TBD	55	135
2022	37	59	83	TBD	87	109	95	TBD	125	TBD	55	135
2023	37	59	83	TBD	87	109	95	TBD	125	TBD	55	135
2024	37	59	83	TBD	87	109	95	TBD	125	TBD	55	135
2025	37	59	83	TBD	87	109	95	TBD	125	TBD	55	135
2026	37	59	83	TBD	87	109	95	TBD	125	TBD	55	135
2027	37	59	83	TBD	87	109	95	TBD	125	TBD	55	135
2028	37	59	83	TBD	87	109	95	TBD	125	TBD	55	135
2029	37	59	83	TBD	87	109	95	TBD	125	TBD	55	135
2030	37	59	83	TBD	87	109	95	TBD	125	TBD	55	135
2031	37	59	83	TBD	87	109	95	TBD	125	TBD	55	135
2032	37	59	83	TBD	87	109	95	TBD	125	TBD	55	135
2033	37	59	83	TBD	87	109	95	TBD	125	TBD	55	135
2034	37	59	83	TBD	87	109	95	TBD	125	TBD	55	135
2035	37	59	83	TBD	87	109	95	TBD	125	TBD	55	135
2036	37	59	83	TBD	87	109	95	TBD	125	TBD	55	135
2037	37	59	83	TBD	87	109	95	TBD	125	TBD	55	135
2038	37	59	83	TBD	87	109	95	TBD	125	TBD	55	135
2039	37	59	83	TBD	87	109	95	TBD	125	TBD	55	135
2040	37	59	83	TBD	87	109	95	TBD	125	TBD	55	135
2041	37	59	83	TBD	87	109	95	TBD	125	TBD	55	135
2042	37	59	83	TBD	87	109	95	TBD	125	TBD	55	135
2043	37	59	83	TBD	87	109	95	TBD	125	TBD	55	135
2044	37	59	83	TBD	87	109	95	TBD	125	TBD	55	135

FIRST AMENDED EXHIBIT B

Table 2 (continued)  
 Pressure Range and Maximum Flow Rate

Calendar Year	Maximum Flow Rate (mgd)	
	<u>Max Day</u>	<u>Peak Hour</u>
2015	<b>50.6</b>	<b>56.0</b>
2016	<b>50.6</b>	<b>52.5</b>
2017	50.6	52.5
2018	50.6	52.5
2019	50.6	52.5
2020	50.6	52.5
2021	50.6	52.5
2022	50.6	52.5
2023	50.6	52.5
2024	50.6	52.5
2025	50.6	52.5
2026	50.6	52.5
2027	50.6	52.5
2028	50.6	52.5
2029	50.6	52.5
2030	50.6	52.5
2031	50.6	52.5
2032	50.6	52.5
2033	50.6	52.5
2034	50.6	52.5
2035	50.6	52.5
2036	50.6	52.5
2037	50.6	52.5
2038	50.6	52.5
2039	50.6	52.5
2040	50.6	52.5
2041	50.6	52.5
2042	50.6	52.5
2043	50.6	52.5
2044	50.6	52.5

FIRST AMENDED EXHIBIT B

Table 3  
Flow Split Assumptions

<b>Meter</b>	<b>Assumed Flow Split (2015-2016)</b>
AH-02	TBD
AH-03	TBD
AH-04	TBD
AH-05	TBD
AH-06	TBD
OT-01	TBD
PO-01	TBD
PO-02	TBD
RC-01	TBD
RC-02	TBD
RC-03	TBD
RC-04	TBD

Table 4  
Addresses for Notice

<p><b>If to the Board:</b></p> <p>Director                  Detroit Water and Sewerage Department                  735 Randolph Street                  Detroit, Michigan 48226                  Attention: General Counsel</p>	<p><b>If to Customer:</b></p> <p>Fiduciary                  North Oakland County Water Authority                  1000 Rochester Hills Drive                  Rochester Hills, Michigan, 48309</p> <p>cc: NOCWA Chairperson                  1827 N. Squirrel Road                  Auburn Hills, Michigan 48326</p>
-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------