



CITY OF DETROIT
LAW DEPARTMENT

RECEIVED

NOV - 8 2010

660 WOODWARD AVENUE
1650 FIRST NATIONAL BUILDING
DETROIT, MICHIGAN 48226-3535
PHONE: 313-224-4550
FAX: 313-224-5505
WWW.CL.DETROIT.MI.US

NOV 5 2010
OFFICE OF THE CITY CLERK

November 5, 2010

City Clerk
City of Rochester Hills
1000 Rochester Hills Drive
Rochester Hills, Michigan 48309

RE: Water Service Contract Amendment

Dear City Clerk:

Enclosed please find two originals of the Amendment No. 1 to Water Service Contract Between City of Detroit and City of Rochester Hills. Please ensure that:

1. Each of the two original Amendments enclosed are executed by the appropriate person(s);
2. The date on which your legislative body approved the contract is entered on the signature page;
3. Both original Amendments are returned to my attention;
4. A copy of your legislative body's resolution or other similar certification evidencing approval of the Amendment accompanies the documents; and
5. The original documents are not stapled.

Once the Detroit Board of Water Commissioners and the Detroit City Council approve the Amendment, I will return one fully executed, original Amendment to your attention. Please note that this process will take several months to complete.

Should you have any questions regarding these matters, please contact me at your convenience at 313-237-5032.

Sincerely,

Laurie A. Koester
Assistant Corporation Counsel

Enclosure

**AMENDMENT NO. 1 TO WATER SERVICE CONTRACT
BETWEEN
CITY OF DETROIT
AND
CITY OF ROCHESTER HILLS**

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 City of Rochester Hills, a municipal corporation (“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 21, 2009, the Parties entered into a Water Service Contract (“Contract”) reflecting the terms and conditions governing the delivery and purchase of potable water; 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, 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:

1.01 Section 3.01 of the Contract is amended by deleting the existing language and substituting the following language in its place:

Early Termination Costs. 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”), unless Customer terminates this Contract for cause in accordance with Article 10; provided, however, that payment of such Early Termination Costs by Customer shall not entitle Customer to receive water service from the Board.

2.01 A new Section 3.05 shall be added as follows:

Customer Annexation or Consolidation. In the event the territory of Customer is annexed or consolidated with another Michigan municipal corporation and if said municipal corporation is a current customer of the Board, then such an annexation or consolidation shall not be construed as an early termination of this Contract and this Contract shall be voided upon the approval of a new or amended water service contract with the annexing or consolidating municipal corporation.

- 3.01 Section 5.01 of the Contract is amended by deleting the existing language and substituting the following language in its place:

Pressure Range. The Board shall use its best efforts to deliver water at the Water Distribution Points at a pressure range (“Pressure Range”) adequate to meet the reasonable requirements of Customer. For purposes of evaluating this effort, water pressure shall be determined by reviewing the average hourly pressure measured from top-of-the-hour to top-of-the-hour (e.g. 7:00 a.m. to 8:00 a.m.). The Pressure Range to be provided by the Board to Customer’s Water Distribution Points is specified in Exhibit B. The location at which the water pressure will be measured shall be specified in Exhibit A and identified as point “P”. A Pressure Range will not be established for water meters that are not located on a DWSD transmission main, or which are located on a DWSD transmission main and are downstream of and subject to the flow demands of a water meter for another Board customer.

- 4.01 Section 5.10 of the Contract is amended by deleting the existing language and substituting the following language in its place:

Customer Costs for Corrective Action Plan. If at any time Customer is required under the terms of this Article 5 to develop and implement a corrective action plan, Customer shall be so informed in writing and Customer will pay all costs related to the corrective action plan.

- 5.01 Section 18.02 of the Contract is amended by deleting the existing language and substituting the following language in its place:

Relocation of Facilities. Should future construction by any city, township, village, or county require relocation of a water transmission main, Meter Facility or other Board facility, the cost incurred by the Board for such relocation, if not reimbursed by the entity requiring the relocation, will be charged in future rates as a common-to-all cost to all System users.

- 6.01 Section 18.03 of the Contract is amended by deleting the existing language and substituting the following language in its place:

Easements. Subject to the provisions of Section 18.01 herein and to the extent that Customer has jurisdiction, 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 System, including the relocation of water transmission mains, Meter Facilities or other Board facilities. This consent by Customer is given in compliance with Article 7, Sec. 29 of the Michigan Constitution of 1963, provided that the Board shall provide Customer with a written explanation of the type of easement required and the duration thereof.

7.01 Section 23.05 of the Contract is amended by deleting the existing language and substituting the following language in its place:

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.

8.01 Exhibit A of the Contract is amended by deleting the existing document and by substituting the attached First Amended Exhibit A in its place.

9.01 Exhibit B of the Contract is amended by deleting the existing document and by substituting the attached First Amended Exhibit B in its place.

10.01 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.

11.01 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, is approved by Customer's governing body, and is approved by the Board and the Detroit City Council.

(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.

City of Rochester Hills:

By: _____
Bryan K. Barnett
Its: Mayor

City of Detroit:

By: _____
Dave Bing
Its: Mayor

APPROVED BY
ROCHESTER HILLS CITY COUNCIL ON:

Date

APPROVED BY DETROIT
BOARD OF WATER COMMISSIONERS ON:

Date

APPROVED BY
DETROIT CITY COUNCIL ON:

Date

FIRST AMENDED EXHIBIT A

Customer's Water Distribution Points

This Exhibit contains the following information:

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, including any Board approved emergency connections;
4. The designation of appurtenances to be maintained by Customer and those to be maintained by the Board; and
5. A list of any closed meter locations.

CITY OF AUBURN HILLS

CITY OF ROCHESTER HILLS

CITY OF ROCHESTER

CITY OF TROY

OAKLAND TOWNSHIP

OAKLAND COUNTY

TOWNSHIP

SHELBY

MACOMB COUNTY

THE HILLS OF KINGS POINTE

THE HILLS OF OAKLAND

SQUIREL RD.

ADAMS RD.

GREY ADAMS RD.

DWSD ADAMS RD. STN.

BEACH

ADAMS RD.

BREWSTER

TIENKEN

CROOKS RD.

SOUTH BLVD.

WALTON BLVD.

AVON RD.

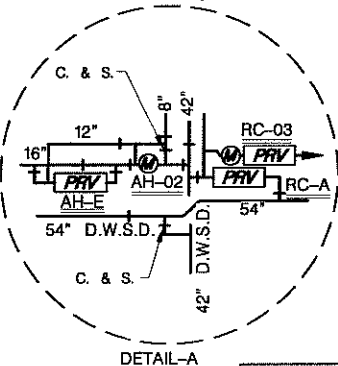
LIVERNOS

ROCHESTER RD.

DEQUINDRE

DWSD ROCHESTER STATION

DWSD NORTH SERVICE CENTER 20 MG. RESERVOIR



LEGEND

SYMBOL	DESCRIPTION	SYMBOL	DESCRIPTION
(M)	DWSD METER PIT	(Hatched Box)	SERVICE AREA
(PRV)	PRV	(Dashed Line)	CITY-TWP LINE
		(Solid Line)	CITY OR TWP. LINE



KENDRA	APRIL 10, 1975
N.L.F.	SEPT 13, 1982
A.C.	JULY 1990
D.G.L.	MAY 28, 1992
D.G.L.	OCT 19, 1993

EXHIBIT-A

SERVICE AREA LOCATION MAP
CITY OF ROCHESTER HILLS

EXHIBIT A

City of Rochester Hills Emergency Connections:

Connections to City of Auburn Hills

8" GV&W located at 3821 Adams Road

8" GV&W located at 3741 Adams Road

12" GV&W located at 3900 Hamlin Road

City of Rochester Hills Water Customers Outside Corporate Limits:

Oakland Township	Shelby Township	City of Rochester
3500 Dutton	50870 Dequindre	5941 Southgate
3700 Dutton	50960 Dequindre	5969 Southgate
3300 Dutton	50988 Dequindre	5970 Paint Valley
1374 Dutton	49950 Dequindre	685 Canyon
1250 Dutton		
1780 Dutton		
960 Dutton		

Note: Subdivisions located in Oakland Township served by Rochester Hills are designated on Exhibit A Service Area Map and include The Hills of Oakwood and The Hills of Kings Pointe.

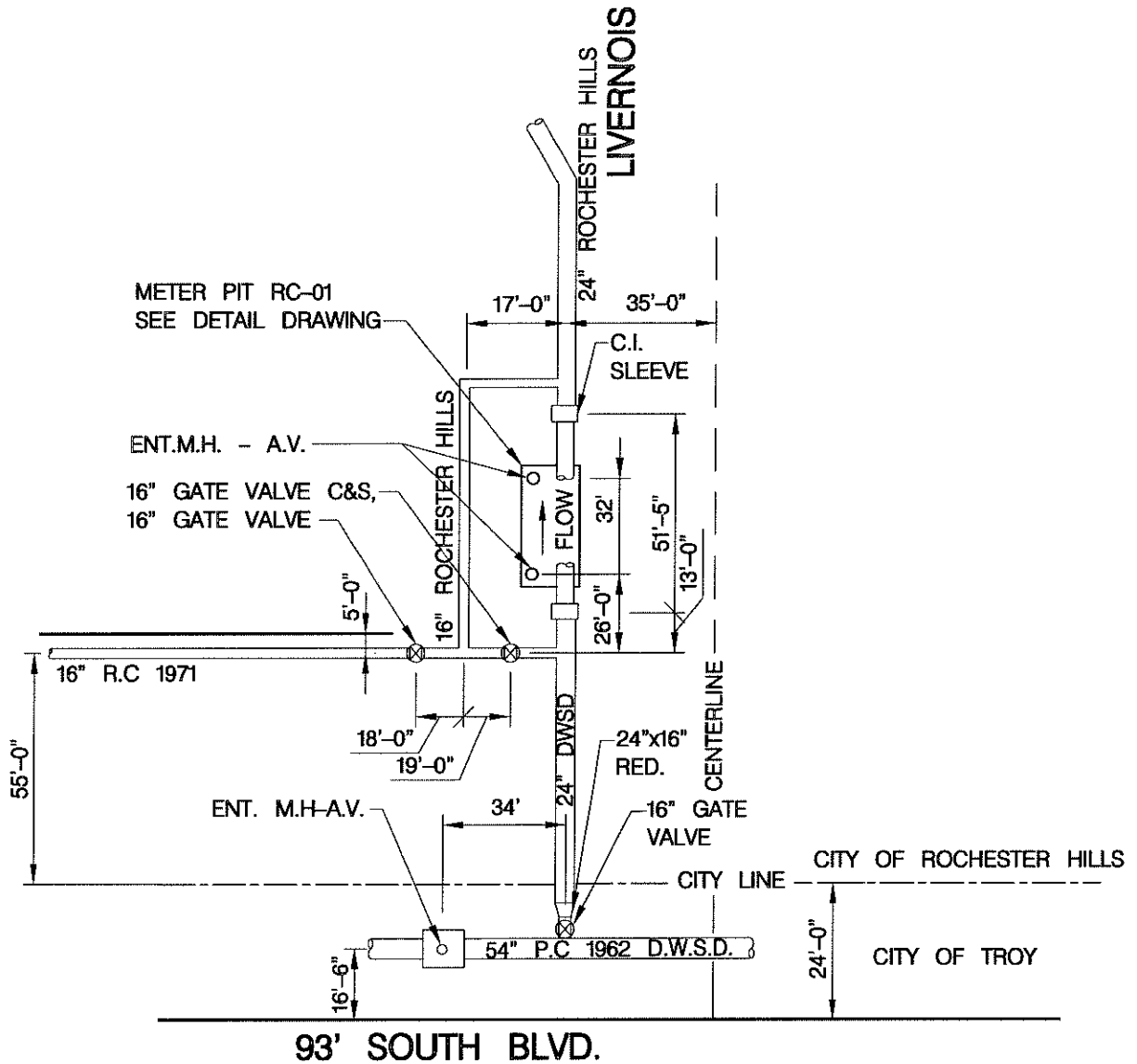
City of Rochester Hills Master Meter(s) Not In Service:

None

EXHIBIT-A

RC-01

LIVERNOIS AND SOUTH BLVD. CITY OF ROCHESTER HILLS



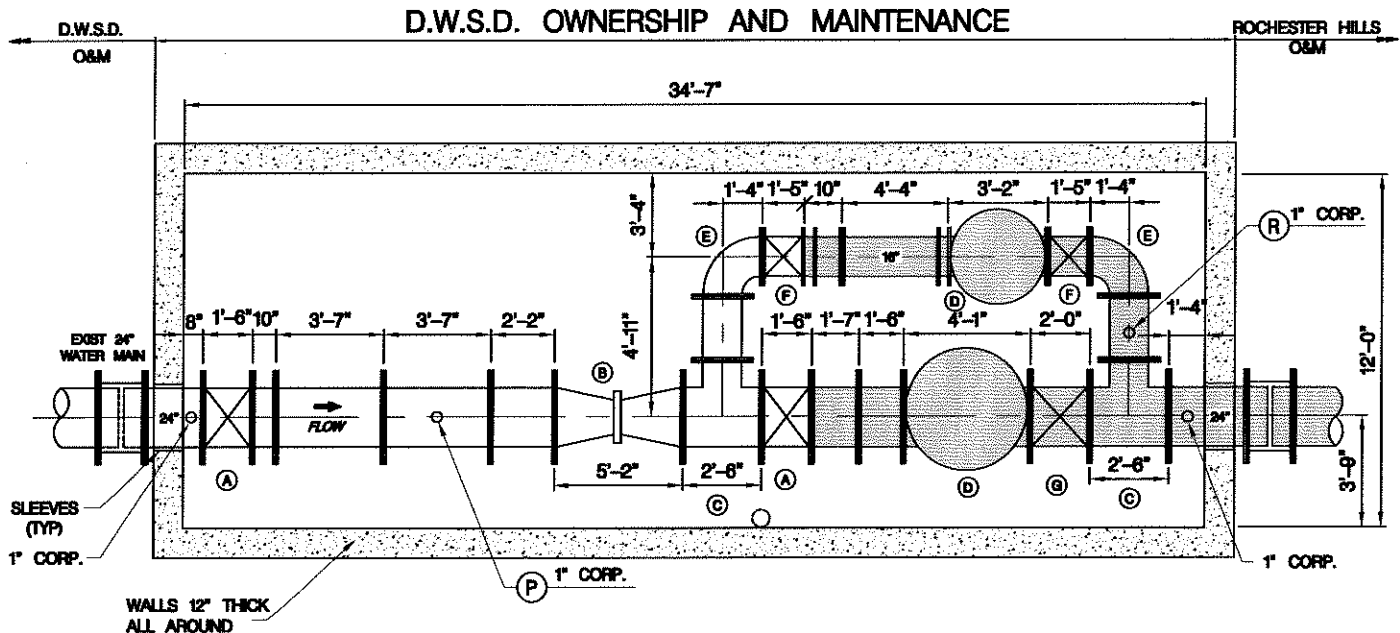
SITE PLAN
NOT TO SCALE



LOCATIONS SUBJECT TO
VERIFICATION IN THE FIELD.

RC
01

EXHIBIT-A
RC-01
LIVERNOIS AND SOUTH BLVD.
CITY OF ROCHESTER HILLS



METER PIT DETAIL
NOT TO SCALE



ROCHESTER HILLS O&M

LEGEND		
TAG	QTY	DESCRIPTION
A	2	24" BUTTERFLY VALVE
B	1	24" B.I.F. VENTURI TUBE
C	2	24" TEST TEE
D	2	16" & 24" ROSS P.R.V.
E	2	16" 90 DEG ELBOW
F	2	16" GATE VALVE
G	1	24" GATE VALVE

TYPICAL PRESSURE LOSS THRU METER	
METER TYPE	P.S.I. LOSS
VENTURI	1 - 2
MAG	0
TURBINE	4 - 6

- (P) UPSTREAM PRESSURE TRANSMITTER, D.W.S.D. OWNERSHIP AND MAINTENANCE
- (R) OTHER PRESSURE TRANSMITTER, D.W.S.D. OWNERSHIP AND MAINTENANCE

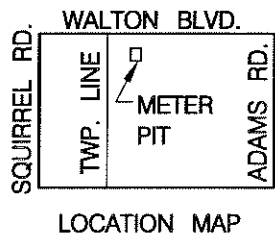
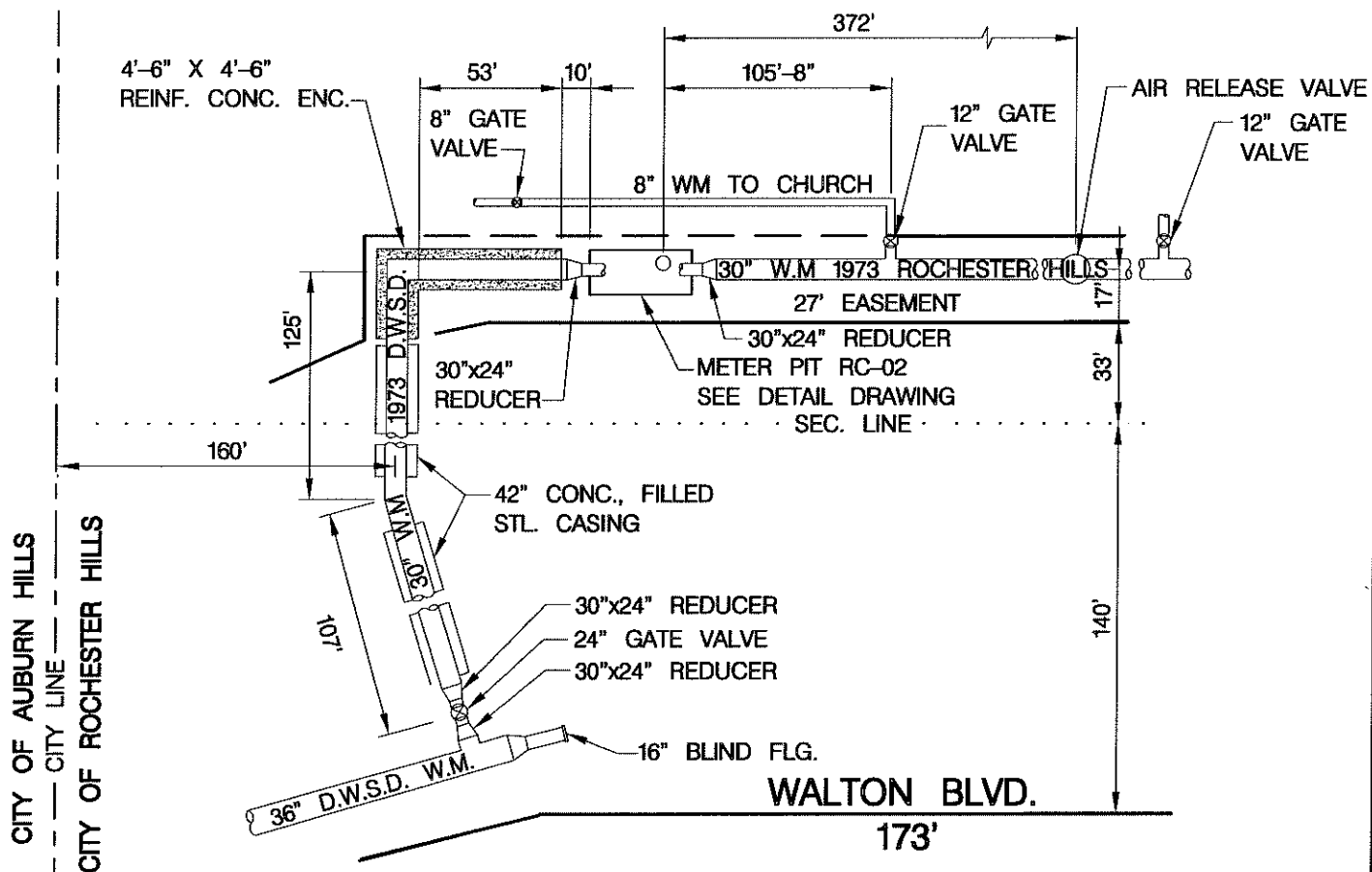
ADDRESS _____
 FEED TO _____ CITY OF ROCHESTER HILLS
 FEED FROM _____ 54" D.W.S.D. TRANS. MAIN
 TYPE OF METER _____ 24" BIF. VENTURI TUBE
 SIZE OF METER _____ 24" X 7.1517, 24" X 14.500
 METER NUMBER _____ 13668-1, 13668-2
 DATE METER SET _____ MAY 24, 1973
 METER PIT CONST & SIZE _____ REINF. CONC. 34'-7 1/2" X 12' I.D
 GATE BOOK No _____ N-1091
 REMARKS _____ SEE P.R.V. SHEET NO. RC-E



EXHIBIT-A

RC-02

WALTON BLVD. 1/2 MILE EAST OF SQUIRREL CITY OF ROCHESTER HILLS



SITE PLAN
NOT TO SCALE

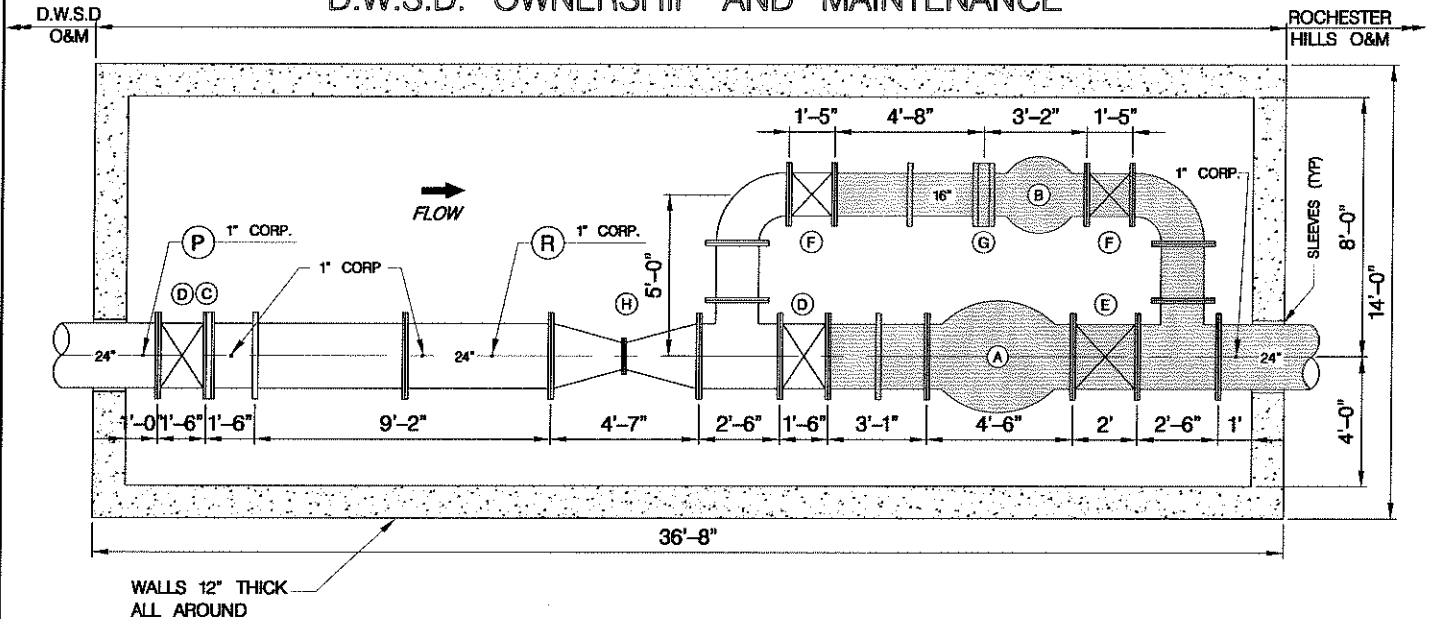


LOCATIONS SUBJECT TO
VERIFICATION IN THE FIELD.

RC
02

EXHIBIT-A
RC-02
WALTON BLVD. 1/2 MILE EAST OF SQUIRREL
CITY OF ROCHESTER HILLS

D.W.S.D. OWNERSHIP AND MAINTENANCE



METER PIT DETAIL
NOT TO SCALE

ROCHESTER HILLS O&M

LEGEND		
TAG	QTY	DESCRIPTION
A	1	24" P.R.V.
B	1	16" P.R.V.
C	1	1" GASKET
D	2	24" BUTTERFLY VALVE
E	1	24" GATE VALVE
F	2	16" GATE VALVE
G	1	4" FLG. FILL
H	1	24" B.I.F. VENTURI TUBE

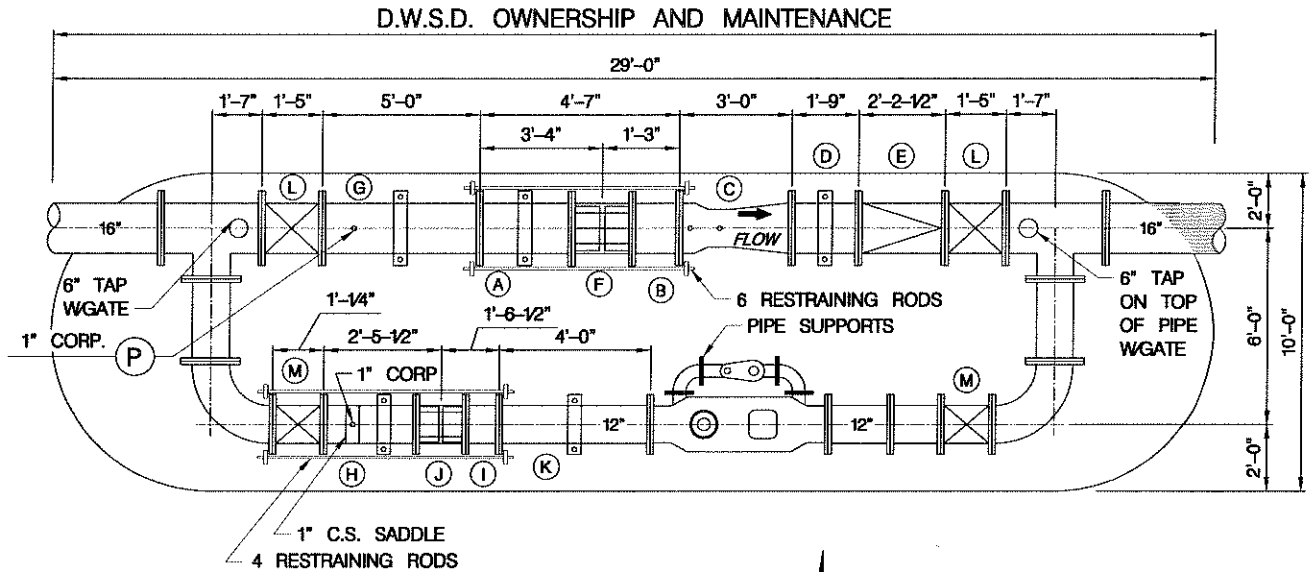
TYPICAL PRESSURE LOSS THRU METER	
METER TYPE	P.S.I. LOSS
VENTURI	1 - 2
MAG	0
TURBINE	4 - 6

- (P) UPSTREAM PRESSURE TRANSMITTER,
D.W.S.D. OWNERSHIP AND MAINTENANCE
- (R) OTHER PRESSURE TRANSMITTER,
D.W.S.D. OWNERSHIP AND MAINTENANCE

ADDRESS _____
 FEED TO _____ ROCHESTER HILLS
 FEED FROM _____ D.W.S.D. TRANS. MAIN
 TYPE OF METER _____ B.I.F. VENTURI & TWO B.I.F. ORIFICES
 SIZE OF METER _____ 24"X17.4", 24"X5.053"
 METER NUMBER _____ 17.4") 12103-2, 5.053") 12103-1
 DATE METER SET _____ JUN 7, 1973
 METER PIT CONST & SIZE _____ REINF. CONC. 34'-8" X 12'-0" I.D.
 GATE BOOK No _____ N-1181



EXHIBIT-A
RC-03
SOUTH BLVD. AND ADAMS
CITY OF ROCHESTER HILLS



METER PIT DETAIL
NOT TO SCALE

ROCHESTER HILLS O&M

LEGEND			
TAG	QTY	DESCRIPTION	SIZE
A	1	F X PE DUCTILE IRON SPOOL PIECE	16" X 39"
B	1	F X PE DUCTILE IRON SPOOL PIECE	16" X 15"
C	1	VENTURI TUBE - 10.15" THROAT	16"
D	1	F X F DUCTILE IRON SPOOL PIECE	16" X 24"
E	1	TILTED DISC CHECK VALVE	16"
F	1	DRESSER STYLE 3B COUPLING	16"
G	1	F X F DUCTILE IRON SPOOL PIECE	16" X 60"
H	1	F X PE DUCTILE IRON SPOOL PIECE	12" X 29.5"
I	1	F X PE DUCTILE IRON SPOOL PIECE	12" X 13.5"
J	1	DRESSER STYLE 3B COUPLING	12"
K	1	F X F DUCTILE IRON SPOOL PIECE	12" X 48"
L	2	GATE VALVE	16"
M	2	GATE VALVE	12"

TYPICAL PRESSURE LOSS THRU METER	
METER TYPE	P.S.I. LOSS
VENTURI	1 - 2
MAG	0
TURBINE	4 - 6

(P) UPSTREAM PRESSURE TRANSMITTER, D.W.S.D. OWNERSHIP AND MAINTENANCE

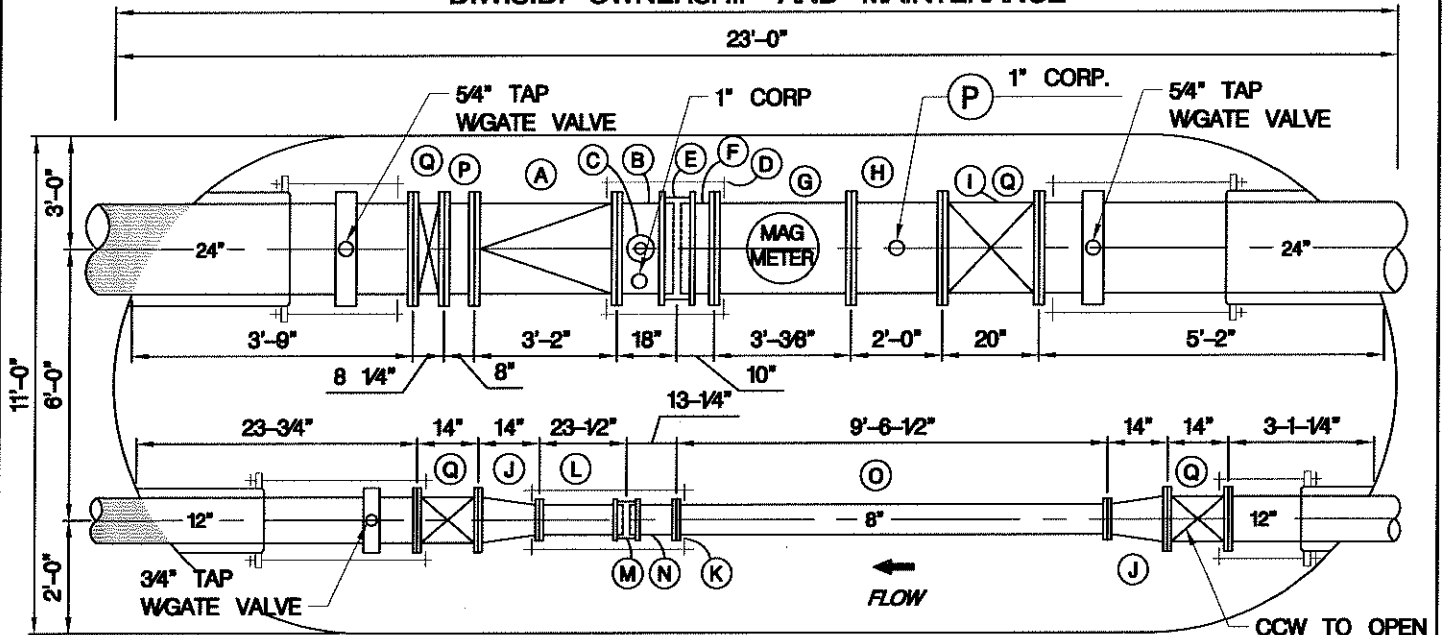
NOTE: DWSD IS SOLELY RESPONSIBLE FOR THE METER PIT STRUCTURE

ADDRESS _____	3998 SOUTH BLVD.
FEED TO _____	CITY OF ROCHESTER HILLS
FEED FROM _____	D.W.S.D. TRANS. MAIN
TYPE OF METER _____	VENTURI METER
SIZE OF METER _____	16" X 10.15"
METER NUMBER _____	43701
DATE METER SET _____	6/9/1995
METER PIT CONST & SIZE _____	STEEL 22'-0" X 10'-6" I.D.
GATE BOOK No _____	N-1103
REMARKS _____	



EXHIBIT-A
RC-04
DEQUINDRE RD. AND MILE RD.
CITY OF ROCHESTER HILLS

D.W.S.D. OWNERSHIP AND MAINTENANCE



METER PIT DETAIL Z+
NOT TO SCALE

TAG QTY		DESCRIPTION
A	1	24" FLGD. CHECK VALVE, 38" F-F
B	1	24" X 1'-6" F-PE PIPE W/3" COMPANION FLANGE
C	1	TEST TEE ASSEMBLY W/3" COMPANION FLANGE
D	LOT	COUPLING RESTRAINT: [8] 48" LONG THRD. RODS [2] EAR PLATES
E	1	24" DRESSER STYLE PIPE COUPLING
F	1	24" X 10" F-PE PIPE GADR. D.I.
G	1	24" FLGD. MAGNETIC FLOWMETER, 36.375" F-F
H	1	24" X 2'-0" F-F PIPE W/1" TAP FOR CORP. STOP D.I.
I	1	24" FLGD. GATE VALVE, RESILIENT SEAT, 20" F-F, A,F,C
J	2	12" X 8" FLGD. CONCENTRIC REDUCERS, D.I., 14" F-F
K	LOT	COUPLING RESTRAINT: [4] 44" LONG THRD. RODS [8] EAR PLATES
L	1	8" X 1'-11 1/2" F-PE PIPE, GADR. D.I.
M	1	8" 'DRESSER STYLE' PIPE COUPLING
N	1	8" X 1'-1 1/4" F-PE PIPE, GADR. D.I.
O	2	8" X 9'-6 1/2" F-F PIPE D.I.
P	1	24" X 8" F-F PIPE D.I.
Q	4	HYDRAULIC CONTROLLED BUTTERFLY VALVE

ROCHESTER HILLS O&M

TYPICAL PRESSURE LOSS THRU METER	
METER TYPE	P.S.I. LOSS
VENTURI	1 - 2
MAG	0
TURBINE	4 - 6

(P) UPSTREAM PRESSURE TRANSMITTER, D.W.S.D. OWNERSHIP AND MAINTENANCE

NOTE: DWSD IS SOLELY RESPONSIBLE FOR THE METER PIT STRUCTURE

ADDRESS	53206 DEQUINDRE
FEED TO	CITY OF ROCHESTER HILLS
FEED FROM	36" P.C. D.W.S.D. W.M.
TYPE OF METER	ABB MAG
SIZE OF METER	24"
METER NUMBER	V331123/1
DATE METER SET	7/5/2000
METER PIT CONST & SIZE	STEEL 23' X 11' I.D.
GATE BOOK No	N-1248
REMARKS	WS-564-10



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)
2009	445, 000	222,500
2010	445, 000	222,500
2011	410, 000	205,000
2012	410, 000	205,000
2013	410, 000	205,000
2014	<i>410, 000</i>	<i>205,000</i>
2015	<i>410, 000</i>	<i>205,000</i>
2016	<i>410, 000</i>	<i>205,000</i>
2017	<i>410, 000</i>	<i>205,000</i>
2018	<i>410, 000</i>	<i>205,000</i>
2019	<i>410, 000</i>	<i>205,000</i>
2020	<i>410, 000</i>	<i>205,000</i>
2021	<i>410, 000</i>	<i>205,000</i>
2022	<i>410, 000</i>	<i>205,000</i>
2023	<i>410, 000</i>	<i>205,000</i>
2024	<i>410, 000</i>	<i>205,000</i>
2025	<i>410, 000</i>	<i>205,000</i>
2026	<i>410, 000</i>	<i>205,000</i>
2027	<i>410, 000</i>	<i>205,000</i>
2028	<i>410, 000</i>	<i>205,000</i>
2029	<i>410, 000</i>	<i>205,000</i>
2030	<i>410, 000</i>	<i>205,000</i>
2031	<i>410, 000</i>	<i>205,000</i>
2032	<i>410, 000</i>	<i>205,000</i>
2033	<i>410, 000</i>	<i>205,000</i>
2034	<i>410, 000</i>	<i>205,000</i>
2035	<i>410, 000</i>	<i>205,000</i>
2036	<i>410, 000</i>	<i>205,000</i>
2037	<i>410, 000</i>	<i>205,000</i>
2038	<i>410, 000</i>	<i>205,000</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)		Maximum Flow Rate (mgd)	
	Meter RC-01		Meter RC-02		Meter RC-03		Meter RC-04		Max Day	Peak Hour
	Min	Max	Min	Max	Min	Max	Min	Max		
2009	87	109	95	120	125	148	55	135	25.81	51.91
2010	87	109	95	120	125	148	55	135	25.81	51.91
2011	87	109	95	120	125	148	55	135	23.80	37.40
2012	87	109	95	120	125	148	55	135	23.80	37.40
2013	87	109	95	120	125	148	55	135	23.80	37.40
2014	90	109	100	120	125	148	70	135	23.80	37.40
2015	100	109	100	120	125	148	70	135	23.80	37.40
2016	100	109	100	120	125	148	105	135	23.80	37.40
2017	100	109	100	120	125	148	105	135	23.80	37.40
2018	100	109	100	120	125	148	105	135	23.80	37.40
2019	100	109	100	120	125	148	105	135	23.80	37.40
2020	100	109	100	120	125	148	105	135	23.80	37.40
2021	100	109	100	120	125	148	105	135	23.80	37.40
2022	100	109	100	120	125	148	105	135	23.80	37.40
2023	100	109	100	120	125	148	105	135	23.80	37.40
2024	100	109	100	120	125	148	105	135	23.80	37.40
2025	100	109	100	120	125	148	105	135	23.80	37.40
2026	100	109	100	120	125	148	105	135	23.80	37.40
2027	100	109	100	120	125	148	105	135	23.80	37.40
2028	100	109	100	120	125	148	105	135	23.80	37.40
2029	100	109	100	120	125	148	105	135	23.80	37.40
2030	100	109	100	120	125	148	105	135	23.80	37.40
2031	100	109	100	120	125	148	105	135	23.80	37.40
2032	100	109	100	120	125	148	105	135	23.80	37.40
2033	100	109	100	120	125	148	105	135	23.80	37.40
2034	100	109	100	120	125	148	105	135	23.80	37.40
2035	100	109	100	120	125	148	105	135	23.80	37.40
2036	100	109	100	120	125	148	105	135	23.80	37.40
2037	100	109	100	120	125	148	105	135	23.80	37.40
2038	100	109	100	120	125	148	105	135	23.80	37.40

FIRST AMENDED EXHIBIT B

Table 3
Flow Split Assumptions

Meter	Assumed Flow Split (2011-2013)
RC-01	32 %
RC-02	45 %
RC-03	18 %
RC-04	5 %

Table 4
Addresses for Notice

If to the Board:	If to Customer:
Director Detroit Water and Sewerage Department 735 Randolph Detroit, Michigan 48226	City Clerk City of Rochester Hills 1000 Rochester Hills Drive Rochester Hills, Michigan 48309