

**WHOLESALE WATER SERVICE AGREEMENT
BETWEEN THE
BOARD OF WATER AND LIGHT
AND THE
CHARTER TOWNSHIP OF DELTA**

THIS AGREEMENT, is entered into this 30th day of June, 1995, between the CHARTER TOWNSHIP OF DELTA, a Michigan charter township, of 7710 West Saginaw Highway, Lansing, Michigan 48917-9712, (the "Township") and the City of Lansing acting by and through its BOARD OF WATER AND LIGHT, an administrative agency, of 123 West Ottawa, Lansing, Michigan 48933 (the "Board".)

RECITALS

A. The Township owns and operates a water supply and distribution system, which provides unconditioned water to its customers, and;

B. The Township shall continue to own the Township's Water System, and shall operate same subject to conditions as set forth below, and;

C. The Township desires a supply of Conditioned Water, as hereinafter defined, for the Township's Water System, and;

D. The Township is authorized by Resolution dated March 20, 1995, to enter into an Agreement for the purchase of Conditioned Water at an agreed upon rate from the Board, and;

E. The Board, as an administrative agency of the City of Lansing, has the authority pursuant to the Lansing City Charter, to make all contracts pertaining to and conducting the affairs of the City's Water Utility System, and;

F. The City of Lansing, by its Board of Water and Light, owns and operates a water supply and distribution system consisting of Production Facilities, Transmission System and Distribution System, all as hereinafter defined, and;

G. The Board is authorized, by Resolution No. 94-8-17 of its Board of Commissioners, to provide and sell Conditioned Water to the Township, and;

H. It has been heretofore determined by the Board that its Production Facilities, Transmission System and Distribution System are adequate to provide Conditioned Water service to the Township, subject to the limitations and conditions as set forth below.

AGREEMENT

NOW THEREFORE, in consideration of the promises and undertaking of the parties hereto, the Board agrees to sell Conditioned Water to the Township and provide, at the Townships' cost, System Interconnections which will permit the supply and sale of Conditioned Water to the Township, at locations discussed in the attached Appendix B which is incorporated herein by reference under the following terms and conditions:

ARTICLE A - DEFINITIONS

For the purpose of this Agreement, the terms defined in this section shall have the meanings as follows:

"Board" means the Board of Water and Light, an administrative agency of the City of Lansing with full and exclusive management of the City's water, heat, steam and electric services.

"Capacity Reservation" means the maximum quantity of Conditioned Water, in the Board's Production Facilities for which the Township has paid Facilities Charges, as hereinafter defined and is entitled to consume.

"City" means the City of Lansing, a Michigan municipal corporation, located in Ingham, Eaton and Clinton Counties, Michigan.

"Commodity Basis" means the method of charging for the water purchased or sold calculated on metered flow in gallons or cubic feet.

"Conditioned Water" means potable water that has been treated in the Board's Water Conditioning Plants to reduce hardness and enhance other properties in compliance with Local, State and Federal regulations.

"Distribution System" means the system of water mains, pipes, fittings, valves, fire hydrants and all equipment and appurtenances thereto, necessary to provide and distribute Conditioned Water.

"Emergency" means any sudden occurrence beyond the reasonable control of the parties which materially impacts water supply or usage including, but not limited to, a water main break or fire flows in either the Board or Township Water System.

"Facilities Charge" means the monetary charges to compensate the Board for costs projected to be incurred which are required because of the Township's Capacity Reservation. The Facilities Charge shall be computed on a net present value basis using the assumptions set forth in Appendix D.

"MGD" means million gallons per day.

"Production Facilities" means the Board's system of wells, pumps and all necessary treatment facilities used in the production of a Conditioned Water supply for use in the Distribution System.

"Raw Water Facilities" means the Township wells, well fields, equipment and appurtenances, as set forth in Appendix A.

"Storage Facilities" means the elevated or ground-level tanks and appurtenances which store a quantity of Conditioned Water.

"System Interconnection(s)" means extensions to the Board's Distribution System necessary to supply Conditioned Water to the Township or others.

"Township" means the Charter Township of Delta, a governmental entity governing the geographical area of Delta Township, being portions of Town 4 North, Range 3 West, in Eaton County, Michigan.

"Township's Demand" means the average daily amount of Conditioned Water metered to the township on any seven (7) consecutive calendar days, excluding those amounts which the Township can demonstrate, to the Board's satisfaction, were the result of fire flows or main breaks.

"Township's Water System" means a water supply and distribution system, consisting of wells, well fields, transmission and distribution mains, elevated and ground storage facilities, fire hydrants, booster pump stations and other equipment, appurtenances, lands and rights-of-way as set forth in Appendix A, which shall also include any future enlargements, extensions or modifications to the Township Water System.

ARTICLE B - GENERAL CONDITIONS

1. The Board agrees to supply through System Interconnections Conditioned Water sufficient to meet the water supply requirements of the Township as defined herein, and the Township agrees to pay for such Conditioned Water and System Interconnections.
2. The Conditioned Water supplied to the Township will be of the same quality furnished to the retail customers of the Board. Conditioned water hardness will generally be in the range of 85 to 100 ppm total hardness, expressed as Calcium Carbonate equivalent, but in no event shall exceed one hundred twenty-five (125) ppm total hardness.
3. The Board hereby agrees to construct, operate and maintain, and the Township agrees to pay for, System Interconnections as specified in Article D hereof.
4. Compliance with the terms and provisions of this Agreement are subject to the provisions of the Safe Drinking Water Act, MCL 325.1001 et seq; MSA 14.427 et seq.

ARTICLE C - CONDITIONS OF SERVICE

The following are conditions of service:

1. The Township will maintain adequate Storage Facilities to accommodate a planned daily interruption of Conditioned Water of up to four (4) hours duration. The Board shall determine the period of planned daily interruption prior to the in-service date of the Distribution System Interconnections or sixty (60) days in advance of any modifications to the period of planned daily interruption. The interruption shall not be implemented while the Township is experiencing an Emergency, or if the level of water in the Township's water tower, located adjacent to Snow Road, drops below ten (10') feet of water above the bottom of the bowl unless such interruption is occasioned by a simultaneous Emergency in the Board's water system.

2. Except as provided above, the Board's right to interrupt the supply of Conditioned Water to the Township's Water System, shall be as set forth in Article D hereof.

3. The Township's Capacity Reservation shall be 15.6 MGD, provided, however, should the Township's Demand exceed its Capacity Reservation, the Township agrees to pay for and the Board agrees to sell to the Township, additional Capacity Reservation, in one (1) MGD increments to meet the Township's Demand. The price of the additional Capacity Reservation shall be calculated in the same present value method as employed in Appendix D. Thereafter, the Township's Capacity Reservation shall be increased by the amount of additional Capacity Reservation purchased.

4. The Board shall, at no expense to the Township, perform an annual pump out of the wells, in the same manner as the Board performs on its own wells, which are part of the Township Water System.

ARTICLE D - SYSTEM INTERCONNECTIONS

The System Interconnections are intended to provide the Township's Water System with a source of Conditioned Water, consistent with the provisions of Article B, paragraphs 1 and 2. In order to accomplish these Conditions of Service, the parties further agree as follows:

1. Distribution System Interconnections: Conditioned Water shall be delivered to the Township's Water System by the Board through Distribution System Interconnections to be constructed by the Board as part of this Agreement.

a. Conditioned Water shall be delivered by the Board to the Township's Water System at a point near Michigan Avenue and Snow Road ("Snow Road Interconnection") and shall be subject to a planned daily interruption of service of up to four (4) hours duration.

b. Conditioned Water shall be delivered by the Board to the Township's Water System at a point near Waverly Road and Delta River Drive ("Delta River Drive Interconnection"). It shall not be subject to a planned daily interruption of service, except until such time that the Township Requests the Board to implement interruptible service at this point of connection.

These Distribution System Interconnections will be constructed in accordance with the plans and timetable, included as Appendix B of this Agreement. Conditioned Water delivered to the Township's Water System shall be metered and payment calculated on a Commodity Basis, in accordance with Appendix C. The Board shall be solely responsible for Conditioned Water quality to the point of connection to the Township's Water System. Thereafter, the Township shall be solely responsible for the quality of Conditioned Water.

2. Future System Interconnection(s) shall be made by mutual agreement of both parties.

ARTICLE E - FACILITIES CHARGE

The Township acknowledges that the obligations of this Agreement may require a Facilities Charge as follows:

1. Facilities Charge: The Facilities Charge shall be computed in accordance with Appendix D.
2. System Interconnections and Facilities Charges: The Township agrees to pay for the System Interconnection and Facilities Charges required by this Agreement. The Township's fixed price for the System Interconnections and Facilities Charges, exclusive of the costs of any easements or right-of-ways that may be required, are as follows:

Snow Road Interconnection	\$4,910,000
Delta River Drive Interconnection	\$ 32,000
Facilities Charges	\$2,909,000

Payment for each of the Township's System Interconnections shall be made in two (2) equal installments. The first installment in the amount of fifty (50%) percent of the cost shall be due and payable on or before July 1, 1995, or when funding is received by the Township from its financing source, whichever occurs earlier; and the final installment for the remaining balance shall be due and payable within sixty (60) days from the date after the System Interconnections are placed in service. The payment for the Facilities Charge shall be due and payable, in full, sixty (60) days after the System Interconnection is placed into service.

ARTICLE F - DESIGN AND CONSTRUCTION OF SYSTEM INTERCONNECTIONS

All plans and specifications for the construction of the System Interconnections shall be prepared by the Board with the cooperation and assistance of the Township; shall be subject to the approval of the appropriate State or local regulatory agencies; and are incorporated herein by reference.

1. The Board will acquire and construct all System Interconnections in accordance with the terms of this Agreement and may utilize any resources including personnel, equipment and material that it owns or controls as the Board deems necessary; and shall take such bids for the acquisition and construction of all or any part thereof as the Board shall deem necessary.
2. The System Interconnections shall be acquired and constructed by the Board substantially in accordance with the plans and specifications which are incorporated herein by reference. No variations which adversely affect the service to the Township shall be made without the approval of the Township. Notification shall be given prior to the undertaking of any variations if feasible. In any event, the Township shall be notified of all variations from the plans. Upon completion of the construction, the Board shall provide the Township with as-built plans, as to the sections of the System Interconnections that are located within the boundaries of the Township.
3. All matters relating to the development and letting of any final construction contracts, the approval of work and materials therefore and construction thereof shall be the sole responsibility of the Board.

4. The installation and selection of all material, mains and other appurtenances shall be done in a good and workmanlike manner, free of defects; in accordance with generally acceptable utility practices; and performed in accordance with Board policies adopted for its Water Utility.

ARTICLE G - RIGHTS-OF-WAY

1. The Board shall install all System Interconnections, pipes and mains within the existing road right-of-way. Additionally, all construction activity shall be performed within the road right-of-way to the extent possible. The placement of System Interconnections, pipes or mains outside of the existing road right-of-way shall only be permitted with the prior approval of the Township.

2. The Township hereby consents to the use by the Board of the public streets, alleys, lands and rights-of-way in the Township for the purpose of constructing, operating and maintaining System Interconnections. The Board shall be responsible to acquire all rights-of-way, easements and applicable permits and licenses, and the Township shall cooperate with the Board, on request, to that end. All cost and expenses of the acquisition of rights-of-way and easements, except for temporary construction easements, related to the System Interconnections shall be borne by the Township.

ARTICLE H - OWNERSHIP AND OPERATION

1. The Board shall own and operate all System Interconnections and all necessary appurtenances thereto constructed pursuant to the terms of this Agreement subject only to any conditions required for the financing of the System Interconnections.

ARTICLE I - EXTENSIONS TO SYSTEM INTERCONNECTIONS TO SERVE OTHER CUSTOMERS

1. Any extensions or use of the System Interconnections to serve customers other than the Township's Water System or Lansing Township's West Side Water System shall be subject to the prior approval of the Township, which approval shall not be unreasonably withheld. The Township's approval shall be subject and contingent to a determination of the amount of reimbursement due the Township.

The parties agree to negotiate in good faith to determine the amount of reimbursement due to the Township. The Township shall not be responsible for any costs associated with such extensions. Any extension or connections to the System Interconnections shall be under the supervision, direction, and control of the Board or its agents.

2. The Board agrees to reimburse the Township, during the next fifty (50) years, for use of or extensions to those System Interconnections that were paid for in whole or in part by the Township if such extensions are for the purpose of serving customers that are not served by the Township's Water System or Lansing Township's West Side Water System. The parties shall negotiate in good faith to determine the amount of reimbursement due the Township. The parties mutually agree that service by the Board to Lansing Township's West Side Water System shall be excluded from this reimbursement provision.

3. This Article I shall survive for a period of ten (10) years subsequent to the termination of this Agreement, in the event it terminates after forty (40) years.

ARTICLE J - MAINTENANCE AND REPAIR

1. The Board agrees to keep the System Interconnections and all appurtenances thereto necessary for the supply of Conditioned Water to the Township's Water System in good repair and working order, and at a minimum in the same condition and manner as provided by the Board to the City of Lansing customers.

ARTICLE K - METERS AND CONTROLS

1. Meters: The Board will provide and maintain meters with daily chart recorders, including any remote registers and outside installations at locations mutually agreed upon. The meters will register the amount of Conditioned Water delivered to the Township's Water System. The Township shall receive, on a monthly basis, records of daily flows, and maintenance and calibration records.

2. Controls: Snow Road Interconnection: The Board shall install two (2) control valves on the Snow Road Interconnection, for the purpose of controlling the flow of Conditioned Water to the Township's Water System. One valve shall be controlled by the Board, the other shall be controlled by a pressure sensor on the discharge side of the valve. The valve that is controlled by the Board shall be the normal flow control device, and the pressure controlled valve shall operate as a backup control device, designed to operate in the event of a failure of the normal valve. The control of these valves shall be totally separate. The pressure in the Township's System shall not be allowed to drop below ten (10') feet of water above the bottom of the bowl of the water tower located adjacent to Snow Road. The Board further agrees to fluctuate the pressures to the Township's Water System as required from time to time by the Township.

ARTICLE L - RELOCATIONS AND DAMAGES

1. The Township shall reimburse the Board for all costs occasioned or incurred by the Board as a result of changes in or damages to the System Interconnections or any appurtenances thereof located within the Township as may be affected by highway redevelopment programs, street grading programs, sewer construction or other public works, which changes are permitted or required by any action, express or implied, of any governmental unit having jurisdiction. In the event that any such damage gives rise to a cause of action on behalf of the Board, the Township shall be subrogated to all rights of the Board arising from damage to its facilities to the extent the Township has reimbursed the Board for said damage. The Township may at its option request the Board to provide an increase in the rate for Conditioned Water charged to the Township for the purpose of reimbursing the Board for the documented costs, if any incurred pursuant to the terms of this section, plus interest on the outstanding balance. Interest shall be at the prime rate then existing as published in the Midwest Edition of the Wall Street Journal (the "Index"). In the event that the Index becomes unavailable, the Board shall choose a new Index upon generally comparable information.

ARTICLE M - LIABILITY, INDEMNIFICATION AND FORCE MAJEURE

1. The Board shall use its best efforts to provide and maintain regular and uninterrupted delivery of Conditioned Water service to the same extent as provided to City customers, but does not guarantee uninterrupted service.

2. The Township agrees that the Board shall not be liable for damage caused by accidents, repairs or other causes nor for injuries or damages for any nature caused by the use of the water furnished by the Board or its employees or agents, unless such damages result from the negligence or willful misconduct on the part of the Board or any of its officers, employees, or agents. The Township agrees to hold the Board harmless and indemnify its agents and employees for any action or claim arising out of, or in connection with, the use of the System Interconnection subsequent to the point in the system that water enters the Township's Water System. The Board agrees to hold the Township harmless and will indemnify its trustees, agents and employees from any action or claim for any action or claim arising out of, or in connection with, the use of the System Interconnection prior to the point in the system that the water enters the Township's Water System.

3. The parties hereto shall not be responsible for any breach or delay in performance of this contract or any liability for damages caused by riots, strikes, public disasters, war, Acts of God, or any other causes beyond their reasonable control.

ARTICLE N - RATES

The rates to be charged to the Township for Conditioned Water, shall be:

1. For Conditioned Water received, the Township shall be charged in accordance with Appendix D and designated "Wholesale Rate Schedule for Delta Township's Water System".

2. The Township acknowledges that the Board has the authority to adjust rates for Conditioned Water. All rate adjustments shall be in accordance with a cost of service study, prepared by an independent consultant. The Board agrees that any rate adjustments shall only include the items of expense and the percentage allocations listed in the cost of service study columns entitled "Interruptible and Non-Interruptible" and as set forth in Appendix C hereof, and shall notify the Township of such study and provide the Township with a copy thereof upon completion. The Board further agrees that the base dollar value of the expense items included in the above cost of service study divided by the total billable flow shall be the same for both retail and Conditioned Water rate adjustments, except that the rate charged for Conditioned Water shall be increased by five (5%) percent which amount shall be in lieu of any rate of return. Anything contained herein, to the contrary notwithstanding, any rate increases or decreases to the Conditioned Water rates shall be limited to not more than the same percentage increase or decreases imposed on the Board's City of Lansing retail customers for those cost components included in the study. However, the Township may request the Board to increase the rates for Conditioned Water for the purpose of reimbursing the Board for the costs and interest expense incurred pursuant to Article L.

ARTICLE O - BILLING, COLLECTION AND DELINQUENCIES

1. The Board shall bill monthly for Conditioned Water purchases by the Township. All bills for said service shall be due and payable within twenty (20) days.
2. The Board shall, at such intervals as it deems practical, notify the Township clerk or such agent as is designated by the Township, of any delinquent payments for services rendered which are unpaid. However, nothing in this agreement shall be construed as limiting the Board's right to utilize any and all lawful remedies to enforce collection of any delinquent payments. These rights shall include, but not be limited to, the right to terminate the supply of Conditioned Water.

ARTICLE P - TERM AND TERMINATION OF AGREEMENT

1. This Agreement shall continue for a period of forty (40) successive years from the date hereof, and shall be automatically extended for consecutive terms of three (3) years each unless terminated by mutual consent of the parties hereto. Termination of the Agreement shall take effect not less than three (3) years after such mutual consent is attained.
2. Upon termination of this Agreement, the control and ownership of the System Interconnections and all appurtenances thereto located within the corporate boundaries of the Township shall become the property of the Township, provided, however, that the Board may retain such portions of the System Interconnections as are necessary to serve customers of the Board outside of the corporate boundaries of the Township. The Board shall reimburse the Township for those retained portions of the System Interconnections that are within the corporate boundaries of the Township at a straight line depreciated value, amortized over a period of fifty (50) years. System Interconnections and all appurtenances thereto located outside the corporate boundaries of the Township shall remain property of the Board, but those sections of the System Interconnections that are needed by the Township to serve its customers shall be conveyed to the Township at no cost. Upon termination of this Agreement, the Board and the Township shall agree to enter into negotiations for the purchase and/or sale of the Township's Capacity Reservations.

ARTICLE Q - NON-COMPETITION

1. The Board acknowledges that the Township currently provides water service to certain customers located outside of the Township boundaries. The Board agrees not to provide water service or to otherwise compete with the Township during the term of this Agreement for these customers that the Township's Water System currently services as of the date of this Agreement. These customers include, but are not limited to, the State of Michigan, its agencies, divisions or departments located in the State secondary complex in Eaton County.
2. Anything contained in this Agreement to the contrary notwithstanding, the Board shall not directly provide water service to any person, place or entity located within the Township, except for those currently being served by the Board.

3. Anything contained in the Agreement to the contrary notwithstanding, the Township shall not directly provide water service to any person, place or entity located outside of the Township that is currently being served by the Board.

ARTICLE R - MISCELLANEOUS

1. Amendment: The terms of this Agreement may not be varied or modified in any manner, except in a subsequent writing executed by authorized representatives of both parties.

2. Entire Agreement: This Agreement, together with any affixed schedules or exhibits, constitutes the entire understanding between the parties with respect to the subject matter of this Agreement and supersedes any prior discussions, negotiations, agreements and understandings.

3. Binding Effect: In the event of a proper assignment, this Agreement shall be binding upon the parties hereto and upon and inure to the benefit of their respective successors and assigns.

4. Severability: Whenever possible, each provision of this Agreement shall be interpreted in such a way as to be effective and valid under applicable law. If a provision is prohibited by or invalid under applicable law, it shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

5. Execution in Counterparts: This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

6. Captions: The captions, headings and the table of contents in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provision of this Agreement.

7. Applicable Law: This Agreement shall be governed in all respects, by the laws of the State of Michigan, including as to interpretation, enforceability, validity, and construction.

8. Notice: All notices and other communications required or permitted under this Agreement shall be in writing and shall be deemed given when delivered personally or by registered or certified mail, return receipt requested, addressed to the addresses stated above.

9. Third-Party Beneficiaries: This Agreement shall not confer any rights or remedies upon any third-party other than the parties to this Agreement and their respective successors and permitted assigns.

AMENDMENT NO. 1 TO
WHOLESALE WATER SERVICE AGREEMENT
between THE BOARD OF WATER AND LIGHT
and THE CHARTER TOWNSHIP OF DELTA

This Amendment No. 1, made and entered into as of the 30th day of June, 1995 between the Lansing Board of Water and Light (hereinafter called BOARD) and the Charter Township of Delta (hereinafter called TOWNSHIP).

WITNESSETH

WHEREAS, the parties hereto have entered into a Wholesale Water Service Agreement (hereinafter called the AGREEMENT) dated as of the 30th day of June, 1995, which provides, among other things, for the Board to sell Conditioned Water to the Township and extend its distribution system at a certain cost to the Township.

WHEREAS, the Board has also entered into a Wholesale Water Service Agreement with the Charter Township of Lansing which provides, among other things, for the Board to sell Conditioned Water to Lansing Township's West Side Water System and extend its distribution system at a certain cost to Lansing Township.

WHEREAS, the Board is able to extend its distribution system in a fashion that will jointly provide Conditioned Water to both Delta Township and Lansing Township's West Side Water System at an overall cost savings of \$260,000.00; and

WHEREAS, the Board desires to directly pass that cost savings to both Delta Township and Lansing Township's West Side Water System; and

WHEREAS, Delta Township and Lansing Township's Westside Water System have agreed to share the cost saving equally between them.

NOW THEREFORE, in consideration of the mutual agreements contained here, the parties agree that the Wholesale Water Service Agreement shall be amended as follows:

1. The Board agrees to construct a Conditioned Water Interconnect (more particularly identified as the Snow Road Interconnect) in accordance with Appendix B of the Agreement and the TOWNSHIP acknowledges that it will be utilized to provide Conditioned Water to both the TOWNSHIP and Lansing Township's West Side Water System.

2. The cost of the Snow Road Interconnection to the TOWNSHIP as set forth in Article E, Section 2 of the Agreement shall be reduced by the amount of \$130,000 from \$4,910,000 to \$4,780,000. Article E, Section 2 of the Agreement is hereby amended to reflect the reduction in cost.

3. This Amendment shall inure to the benefit of the parties, their successors and assigns and shall be annexed to the Agreement and made a part thereof, and, except as modified by this document, the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 1 as of the day and year first above written.

WITNESS:

Dana W. Towler

Kathleen L. Williams

CITY OF LANSING by its LANSING BOARD OF WATER AND LIGHT, a Municipal Utility

BY: Joseph Pandey, Jr.
Joseph Pandey, Jr., General Manager

BY: Mary E. Soya
Mary E. Soya, Corporate Secretary
Assistant

WITNESS:

Richard Watkins

Richard Watkins

CHARTER TOWNSHIP OF DELTA, a Michigan chapter township

BY: Joseph E. Drolett
Joseph E. Drolett, Supervisor

BY: Janice Vedder
Janice Vedder, Clerk

Approved as to Form:

Lawrence H. Wilhite
Lawrence H. Wilhite, Staff Attorney

LIST OF APPENDICES

APPENDIX

TITLE

- | | |
|---|--|
| A | DELTA TOWNSHIP'S WATER SYSTEM; MAP |
| B | CONDITIONED WATER INTERCONNECTS; PLANS &
TIMETABLE |
| C | 1. "WHOLESALE WATER RATE SCHEDULE FOR DELTA
TOWNSHIP'S WATER SYSTEM"
2. INITIAL RATE DEVELOPMENT
3. COST-OF-SERVICE RATE BASE DEVELOPMENT |
| D | BOARD OF WATER AND LIGHT FACILITY ADDITIONS AND
ADVANCEMENT |

IN WITNESS WHEREOF, the undersigned have executed this Agreement on the date first set forth above.

WITNESS

Dana W. Towles

Kellen I. Wilson

BOARD OF WATER AND LIGHT, an administrative agency of the City of Lansing,

BY: Joseph Pandy, Jr.
Joseph Pandy, Jr., General Manager

BY: Mary Sova
Mary Sova, Corporate Secretary
Assistant

CHARTER TOWNSHIP OF DELTA, a Michigan charter township

Richard Walker

BY: Joseph E. Drolett
Joseph E. Drolett, Supervisor

Richard Walker

BY: Janice Vedder
Janice Vedder, Clerk

APPROVED AS TO FORM

Lawrence A. White

BOARD OF WATER & LIGHT
LEGAL COUNSEL