

**SECOND AMENDMENT TO AGREEMENT FOR PURCHASE OF
WATER AT WHOLESALE BETWEEN CITY OF
WAUWATOSA AND CITY OF MILWAUKEE**

WHEREAS, an agreement was executed on the 10th day of December, 2003, by and between the City of Milwaukee, operating at a public utility (hereinafter referred to as "Milwaukee") and the City of Wauwatosa, operating as a water utility (hereinafter referred to as "Wauwatosa") for the sale of water by Milwaukee to Wauwatosa at wholesale ("Agreement"); and

WHEREAS, the Agreement delineates the water service area to be served by Wauwatosa and provides that no water furnished to Wauwatosa may be resold or exchanged on a wholesale or retail basis outside of the original service area without the permission of Milwaukee; and

WHEREAS, Milwaukee provides wholesale water service to the Milwaukee County Water Utility ("Milwaukee County") to provide water to the Milwaukee County Grounds under a separate agreement; and

WHEREAS, The reconstruction of the Zoo Interchange will impact water service to certain properties currently receiving water from the Milwaukee County water system, namely Parks Administration, Wisconsin Lutheran Athletic Fields, UW Extension Community Gardens, Wil-O-Way Underwood Recreation Center, Children's Court, County Transportation Department's vehicle maintenance facility, Sheriff's Substation, Skilled Trades Building, and the Milwaukee County Research Park ("the Properties"); and

WHEREAS, Water service to the Properties from the City of Wauwatosa would significantly reduce the cost of new water facilities necessary to continue service to the Properties after the Zoo Interchange project; and

WHEREAS, While the water provider to the Properties would transfer from Milwaukee County to the Wauwatosa Water Utility, Milwaukee Water Works would remain the wholesale water provider and the amount of water sold by Milwaukee Water Works would not change; and

WHEREAS, By Resolution File No. 130186 adopted on _____, 2013, the Common Council of the City of Milwaukee has authorized the amendment of the Agreement to include the Properties in the authorized service area;

IT IS AGREED, by and between the parties hereto as follows:

1. That the Agreement is hereby modified to permit Wauwatosa to provide water service to the Properties.
2. That this modification of the Agreement does not constitute a waiver by Milwaukee to permit Wauwatosa to expand the service area any greater than that set forth herein.

3. That the rates, rules, and regulations of the Wauwatosa Water Utility authorized by and filed with the Public Service Commission of Wisconsin be applicable for the water service provided to the Properties.
4. That the cost of installation of any equipment needed to provide the service to the Properties will be at no cost to Milwaukee.
5. All terms and conditions of the Agreement not inconsistent with the terms of this amendment remain in full force and effect.

Dated this ____ day of _____, 2013.

IN THE PRESENCE OF:

CITY OF MILWAUKEE, operating as a
Water Public Utility

Mayor

City Clerk

COUNTERSIGNED:

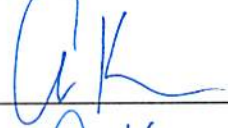
City Comptroller

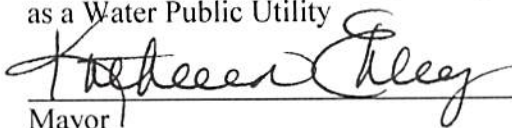
Approved as to form and execution

City of Milwaukee Assistant City Attorney

IN THE PRESENCE OF:


CITY OF WAUWATOSA, operating
as a Water Public Utility





Mayor





City Clerk

Approved as to form and execution



City of Wauwatosa City Attorney

1048-2013-1124:192391v3