

EMERGENCY USE WATER SUPPLY AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, by and between _____, a water system of the State of Minnesota, hereinafter called ____ and the City of _____, Minnesota, hereinafter called the "City."

Recitals

- A. ____ and the City operate public water systems ("Systems").
- B. Both ____ and the City may have the capacity to supply water to the other during emergencies.
- C. Both ____ and the City may benefit from connecting the Systems so that each could supply water to the other in the event of emergencies or otherwise.
- D. By mutual agreement ____ constructed and installed a "Water Main" and "Interconnection" between the Systems ("Project").
- E. The Interconnection is located at the northernly end of the Utilities Easement attached hereto and made a part hereof as "EXHIBIT A".
- F. ____ hereby represents and warrants that the Interconnection is constructed such that, in the event of emergencies or otherwise:
 - F.1. ____ can provide and meter water to the City;
 - F.2. the City can provide and meter water to ____; and
 - F.2. the Water Main and Interconnection as constructed and installed have flow capabilities of a minimum of 130 gallons per minute, of a maximum of 160 gallons per minute, and of 192,000 gallons per day.
- G. ____ represents that the cost of the Project is as itemized on attached "EXHIBIT B" and that no permanent water use capacity charge is reflected in the cost of the Project.
- H. ____ and the City desire to make their agreement more definite and certain by reducing it to writing.

Agreement

FOR VALUABLE CONSIDERATION, IT IS HEREBY AGREED by and between _____ and the City as follows:

1. Project costs reimbursement. In consideration of ____ construction and installation of the Project, the City shall pay to ____ the sum of \$____ payable within 30 days of receipt of written notice from ____ of substantial completion of the Project ("Notice").
2. Water Main. The City shall own and be solely responsible for maintenance, repair, and replacement of – and ____ hereby transfers, assigns, and conveys to the City all of ____'s interest in and to located South of the Interconnection; and ____ shall own and be solely responsible for maintenance, repair, and replacement of – and City hereby transfers, assigns, and conveys to the ____ all of City's

interest in and to, and grants to _____ access to -that part of the Water Main located north of the Interconnection .

3. Interconnection. The City shall own and be solely responsible for maintenance, repair, and replacement of – and _____ hereby transfers, assigns, and conveys to the City of _____'s interest in and to -the Interconnection.

4. Use of Interconnection.

4.1. The Interconnection is primarily intended for use as an emergency – and not as a permanent supplemental -water source.

4.2. If the water service of either party to this agreement is or is to be interrupted either by emergency or for scheduled testing, repair, or maintenance, then:

4.2.1. The party whose water supply is interrupted ("Applicant") may apply to the other for water service through the Interconnection; and

4.2.2. The party receiving the application for water service through the Interconnection ("Supplier") shall supply metered water to Applicant through the Interconnection to the extent that the Supplier reasonably can do so without severely and adversely affecting its ability to reasonably supply its own customers.

4.3. For all water provided by the Supplier to the Applicant through the Interconnection, the Applicant shall timely pay the Supplier for each gallon of such water at a rate equal to the lowest rate then charged by the Supplier to any of its customers.

4.4. If the City fails to make a necessary repair or replacement for proper function of the Interconnection within a reasonable time after notice from _____, then in each instance [a] _____ may make the repair or replacement at the City's expense, and [b] the City shall promptly reimburse _____ for the costs of labor and materials used to make such repair or replacement.

5. Warranty. _____ warrants the Project against all defects in materials and workmanship for a period of one (1) year from the date of City's receipt of the Notice.

6. Term. The term(s) of this agreement shall be as follows:

6.1. The initial term of this agreement shall be thirty (30) years, commencing on the date of the Notice.

6.2. This agreement shall automatically renew from year to year after the initial term unless and until either party serves upon the other written notice of intention to terminate the agreement at least one year in advance of the date of termination.

7. Default. If within sixty (60) days after service of written

notice of default either party fails to perform the covenants and conditions of this agreement on its part, then the other party may declare this agreement to be immediately canceled and terminated.

8. Amendment. This agreement may be modified and amended but only by a written instrument [a] that expressly states that it constitutes a modification or amendment of this agreement, and [b] that is subscribed on behalf _____ and the City.

9. Notices. All notices to be given pursuant to this agreement shall be addressed as follows:

9.1. If to _____:

9.2 If to the City:

10. Entire agreement. This writing expresses the entire agreement of _____ and the City regarding the Project, the Water Main, and the Interconnection and supersedes all prior oral or written understandings regarding each.

INWITNESS WHEREOF, the City and _____ have caused this agreement to be executed effective as of the day and year first written above.