

## INTERCONNECTION INTERGOVERNMENTAL AGREEMENT

This Interconnection Intergovernmental Agreement ("Agreement") is made and entered into as of the 15 day of November, 2018, between the TOWN OF ERIE, a Colorado municipal corporation ("Town" or "Erie"), and LEFT HAND WATER DISTRICT, a Colorado quasi-municipal corporation and political subdivision of the State of Colorado ("Left Hand"). The Town and Left Hand are hereinafter referred to individually as a "Party" or collectively as the "Parties."

### RECITALS

WHEREAS, Section 29-1-203, C.R.S. provides that the Town and Left Hand may enter into contracts and agreements with one another to provide intergovernmental services; and

WHEREAS, the Town owns, maintains, and operates a system for the diversion, treatment, storage, distribution, and delivery of potable water within Boulder and Weld Counties; and

WHEREAS, Left Hand owns, maintains, and operates a system for the diversion, treatment, storage, transmission, and distribution of potable water within Boulder and Weld Counties; and

WHEREAS, Left Hand and the Town desire to secure from each other a temporary, emergency supply of potable water for indoor use at a reasonable rate for reasonably short periods of time as necessitated by exigent circumstances; and

NOW, THEREFORE, in consideration of the mutual covenants, agreements, and promises set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

### ARTICLE I DEFINITIONS

- 1.1 "Town Water System" shall mean any and all equipment, structures, facilities, and improvements utilized by the Town in connection with the diversion, treatment, distribution, and delivery of potable water to customers within or without the Town's corporate limits, now owned or hereafter acquired by the Town through purchase, construction, or otherwise, whether situated within or without the Town's corporate limits.
- 1.2 "Delivery Point" shall mean a permanent location where water may be transferred from either Party to the other, as set forth in the attached **Schedule A**, which may be amended as agreed upon in writing by the Left Hand General Manager and the Town's Public Works Director.

- 1.3 “Temporary Delivery Point” shall mean a temporary connection (including but not limited to connected hydrants) where water may be transferred from either Party to the other.
- 1.4 “Emergency Water Shortage” shall mean that a water shortage is occurring or will imminently occur within either the Left Hand Water System or the Town Water System. An Emergency Water Shortage within the Left Hand Water System may be declared only upon a declaration of disaster or emergency by the Left Hand General Manager that actual disaster or emergency conditions exist, and only upon a determination of the Left Hand General Manager that the disaster or emergency would, if the Interconnection is not activated, result in an imminent threat to the public health, welfare, or safety of Left Hand’s customers. An Emergency Water Shortage within the Town Water System may only be declared upon a declaration of disaster or emergency by the Town Administrator or Public Works Director, and only upon a determination of the Town Administrator or the Public Works Director that the disaster or emergency would, if the Interconnection is not activated, result in an imminent threat to the public health, welfare, or safety of the Town’s customers. It is the general intent of the Parties that Emergency Water Shortages are limited to infrastructure failures or operational issues. A shortage of untreated (raw) water due to inadequate water rights, storage, transmission, drought, or other causes, inadequate capacity for treatment, or an inability to deliver adequate supplies of treated water due to systemic deficiencies in a water system, is not an Emergency Water Shortage.
- 1.5 “Interconnection” shall mean those facilities at each Delivery Point necessary to connect the Left Hand Water System and the Town Water System, including, at a minimum, water mains, valves, fittings, and appurtenances as needed to connect the Left Hand Water System and the Town Water System at shared locations in or along public rights-of-way, and the Control Vault. The Interconnection shall not include improvements in either system needed to provide emergency supply of potable water.
- 1.6 “Raw Water Requirement” shall mean raw water from the Colorado-Big Thompson Project (“CBT”), or any other water source which in the Providing Party’s sole discretion is at least as usable as CBT water, in the amount of 120% of the total Treated Water transferred from the Providing Party to the Receiving Party as measured by the Meter. However, Left Hand cannot use Windy Gap water in excess of the amount which it delivers to Erie.
- 1.7 “Left Hand Water System” shall mean any and all equipment, structures, facilities, and improvements utilized by Left Hand in connection with the diversion, treatment, storage, transmission, and distribution of water to its customers, now owned or hereafter acquired by Left Hand through purchase, construction, or otherwise, whether situated within or without Left Hand’s district boundaries.

- 1.8 “Meter” means the water meter located in or adjacent to the Control Vault that measures the amount of Treated Water transferred between the Parties.
- 1.9 “Control Vault” shall mean a structure or structures housing the piping, pumps, Meter, valves, backflow, prevention devices, electrical, control, and telemetry equipment, associated equipment, and the electrical services needed to transfer Treated Water from either Party to the other.
- 1.10 “Treated Water” shall mean water treated to applicable mandatory federal and state drinking water standards for use in a municipal potable water system.
- 1.11 “Providing Party” shall mean the Party providing Treated Water to the other Party under this Agreement.
- 1.12 “Receiving Party” shall mean a Party undergoing an Emergency Water Shortage at a given time and receiving Treated Water under this Agreement.

## ARTICLE II PROVISION OF TREATED WATER

- 2.1. Purpose of Agreement. The purpose of this Agreement is to set forth the terms and conditions whereby Left Hand will provide an emergency supply of treated water or treat raw water supplied by Erie and deliver such treated water to Erie in emergency situations at the Delivery Point near Flatiron Drive as shown on **Schedule A**, which is attached hereto and incorporated by reference herein or such other Delivery Points or Temporary Delivery Points as determined hereunder. Additionally, this Agreement sets forth the terms and conditions under which Erie will provide an emergency supply of treated water or treat raw water supplied by Left Hand and deliver such treated water to Left Hand in emergency situations at a Temporary Delivery Point or a future Delivery Point.
- 2.2. Emergency Water Supply. The use of the facilities described herein and the provision of treated water by Left Hand to Erie or vice versa shall be limited to times of Emergency Water Shortages or pre-planned outages, such as during the connection of new infrastructure.
- 2.3. Temporary Delivery Points. Under certain circumstances it may be desirable for Left Hand or Erie to make Temporary Delivery Points at various locations throughout their respective service areas. Such Temporary Delivery Points may be accomplished by interconnection of fire hydrants utilizing hoses, valves, pumps etc. In the event that such Temporary Delivery Points are needed, the receiving party shall ensure adequate backflow protection is supplied via a double-check valve, reduced pressure principal

valve or air gap. The ultimate backflow protection allowed shall be at the discretion of the Party providing the water supply. If such a Temporary Delivery Point is made, all other provisions of this Agreement apply and each Party is responsible for inspection and ensuring the safe operation of such Temporary Delivery Point.

- 2.4. Water Delivery Specifications. Left Hand shall utilize its best efforts to deliver water to Erie's existing Delivery Point at the following specification: 500 gallons per minute ("gpm") at 50 pounds per square inch ("psi") at such times when excess water is available. The provisions of this paragraph shall be reviewed and may be modified in the same manner as set forth in paragraph 3 of this Agreement.
- 2.5. Water Quality Standards. At the Delivery Points or Temporary Delivery Points, each Party shall deliver water treated to meet all Federal and State drinking water requirements. Each Party shall be responsible for meeting all Federal and State drinking water requirements within its own service area.
- 2.6. Existing Facilities Necessary to Deliver Water. Each Party shall be responsible for the cost of maintenance of existing pipes, valves, meter pits, related equipment, and other facilities utilized to connect to each other's systems. Those facilities include master meters and other appurtenances. Each Party shall have the right to review and approve the modification, operation and maintenance of such facilities in order to ensure that such facilities are compatible with their respective water systems. Such approval shall not be unreasonably denied. Erie shall own, operate, and maintain the meter, the metering vault, and all pipes and appurtenances installed near Flatiron Meadows Drive pursuant to this Agreement; provided, however, that Left Hand shall have the right of access to the vault for purposes of meter reading and inspection of its connection to the meter. To protect each Party from liability claimed under current State statutes, a backflow regulation device, as defined in section 3. will be maintained at the Receiving Party's expense. A Party will not be responsible for any maintenance or service calls within the other's service area or for any operation or maintenance of the facilities which are not shared facilities.
- 2.7. Restoration of Capacity. In the event of an Emergency Water Shortage, the Receiving Party shall restore the capacity of its system as soon as reasonably possible.
- 2.8. Liabilities. Neither Party shall be liable for any delay or failure to perform its obligations under this Agreement caused by force majeure. For purposes of this Agreement, force majeure shall mean an event or condition beyond the reasonable control of, and without the fault or negligence of that Party, including, without limitation, failure of facilities, flood, drought, earthquake, storm, lightning, fire, epidemic, contamination, war, terrorist act, riot, civil disturbance, labor disturbance, accidents, sabotage, or restraint by court or restrictions by other public authority which delays or prevents performance (inducing but not limited to the adoption or change in any rule, policy, or regulation or environmental

constraints imposed by federal, state, or local governments), which the Party could not reasonably have avoided by exercise of due diligence and foresight. Upon the occurrence of such an event or condition, the obligations of the Party under this Agreement shall be excused and suspended without penalty or damages, providing that the Party unable to perform due to force majeure gives prompt written notice to the other Party describing the particulars of the occurrence or condition, the suspension of performance is of no greater scope and of no longer duration than is required by the event or condition, and the Party proceeds within reasonable diligence to remedy its inability to perform and provides progress reports, as often as I reasonably required, to the other Party describing the actions taken to remedy the consequences of the event or condition. A Party that would otherwise have the obligations of a Providing Party is excused from those obligations by force majeure if it is also experiencing an Emergency Water Shortage and cannot reasonably perform its obligations hereunder.

- 2.9. Billing. Within a reasonable period of time following the provision of water hereunder, the Providing Party shall provide the Receiving Party an accounting of the Treated Water provided, and the cost of any raw water purchase necessary to provide the Treated Water.

### ARTICLE III CONSTRUCTION OF INTERCONNECTIONS

- 3.1. Construction of Interconnections. The Interconnection on 119<sup>th</sup> Street 100 yards South of Flatiron Drive as described in **Schedule A**, is already constructed. Either Party may build any or all of the other Interconnections described in **Schedule A**, as amended, at any time, at its own expense. At such time, such constructing Party need only construct the Interconnection to allow for the constructing Party to make use of the Interconnection as the Receiving Party. After such construction, the other Party may retrofit the Interconnection at its own expense to allow for either Party to make use of the Interconnection as the Receiving Party. Should the Parties mutually desire to construct a new Interconnection to be immediately capable of transferring water in either direction, the Town shall construct the Interconnection in such manner, and Left Hand shall reimburse the Town for its share of the construction costs, such share being calculated as the ratio of (1) the maximum delivery rate from the Town to Left Hand at that Interconnection, to (2) the sum of the maximum delivery rates from each Party to the other at that Interconnection; with all rates being described in **Schedule B**, as amended. Construction costs shall include any costs of acquiring any real property interests necessary for construction. Should reimbursement be required under this section, the reimbursing Party shall complete such reimbursement within thirty (30) days of presentation of the actual, certified costs of construction of the Interconnection. Later reconstruction of an Interconnection to augment delivery rates as set forth on **Schedule B** shall be reimbursed in the same manner as the construction of a new Interconnection.

- 3.2. Construction Planning and Design. The Party constructing an Interconnection shall select consultants and contractors in accordance with its approved codes. The Party constructing an Interconnection shall provide the other Party with construction plans and specifications for that Interconnection. The Party constructing an Interconnection shall not construct that Interconnection until the other Party has approved the construction plans and specifications for that Interconnection.
- 3.3. Notice. The Party constructing an Interconnection shall notify the other Party at least one (1) month prior to commencement of construction of an Interconnection. Both Parties shall have access to the construction site at all times. The Party constructing an Interconnection shall inspect all work performed in connection with construction of that Interconnection. The Party constructing an Interconnection shall have the authority to reject defective work or materials in accordance with its own construction plans and specifications. Furthermore, connections to each Party's system shall be made only under that Party's observation and inspection, to ensure compliance with that Party's plans, standards, and specification, and at a time of the year acceptable to both Parties.
- 3.4. Backflow Preventive Devices. The specific make, model, and manufacturer of the backflow prevention device shall be found in the most recent listing published by the Foundation for Cross-Connection Control and Hydraulic Research of the University of Southern California's ("FCCC&HR") List of Approved Backflow Prevention Assemblies or bear the approval of the American Society of Sanitary Engineers ("ASSE").

#### ARTICLE IV PROCEDURE

- 4.1. Procedure to Start and Stop Usage for Erie. In the event of an emergency situation in which Erie desires for Left Hand to treat and deliver Erie's water or provide raw water and treatment pursuant to this Agreement, Erie shall immediately notify Left Hand's General Manager by telephone (303-530-4200 x 211), followed up by a written request to determine the availability of water and to schedule an on-site meeting to verify then-current meter readings. At the end of an emergency situation, Erie shall notify Left Hand's General Manager by telephone, followed by with written confirmation, that water treatment and deliveries can cease. Subsequently, Erie and Left Hand shall immediately schedule an on-site meeting to read the meters to confirm the total volume of water delivered during the emergency.
- 4.2. Procedure to Start and Stop Usage for Left Hand. In the event of an emergency situation in which Left Hand desires for Erie to treat and deliver Left Hand's water or provide raw water and treatment pursuant to this Agreement, Left Hand shall immediately notify Erie's Public Works Director by telephone (303-926-2895), followed up by a written request to determine the availability of water and to schedule an on-site meeting to verify

then-current meter readings. At the end of an emergency situation, Left Hand shall notify Erie's Public Works Director by telephone, followed by with written confirmation, that water treatment and deliveries can cease. Subsequently, Left Hand and Erie shall immediately schedule an on-site meeting to read the meters to confirm the total volume of water delivered during the emergency.

## ARTICLE V RAW WATER

- 5.1. Treatment of Erie's Raw Water. Left Hand hereby agrees to treat raw water owned or leased by Erie and to deliver that water to Erie in emergency situations in accordance with this Agreement. The Town of Erie is comprised of lands that have been or will be included in the Northern Colorado Water Conservancy District and its Municipal Subdistrict. The water provided to Left Hand for water treatment shall be Colorado-Big Thompson ("CBT") Units or Windy Gap water owned by Erie. Left Hand currently has facilities which enable it to take delivery of CBT and Windy Gap water directly into its water treatment plant. The Town would be responsible for any carriage costs or "shrink" associated with their use of the NCWCD system in delivering raw water to Left Hand's treatment facility.
- 5.2. Treatment of Left Hand's Raw Water. Erie hereby agrees to treat raw water owned or leased by Left Hand and to deliver that water to Left Hand in emergency situations in accordance with this Agreement. Left Hand is comprised of lands that have been or will be included in the Northern Colorado Water Conservancy District. The water provided to Erie for water treatment shall be Colorado-Big Thompson ("CBT") Units owned by Left Hand. Erie currently has facilities which enable it to take delivery of CBT water directly into its water treatment plant. Left Hand would be responsible for any carriage costs or "shrink" associated with their use of the NCWCD system in delivering water to Erie's treatment facility.

## ARTICLE VI OWNERSHIP AND MAINTENANCE OF FACILITIES

- 6.1 If an Interconnection has been constructed to benefit only one Party as a potential Receiving Party, that Party shall own, operate, maintain, and repair that Interconnection. Such maintenance shall include maintaining the equipment in accordance with the latest edition of the applicable American Water Works Association standard and the equipment manufacturer's recommendations for the life of the Interconnection. If the Interconnection has been constructed to benefit both Parties as potential Receiving Parties, the Town shall own, operate, maintain, and repair that Interconnection in such manner, and Left Hand shall reimburse the Town annually for its share of the operation, maintenance, and repair costs, such share being calculated as the ratio of (1) the

maximum delivery rate from the Town to Left Hand at that Interconnection, to (2) the sum of the maximum delivery rates from each Party to the other at that Interconnection; with all rates being described in **Schedule B**, as amended.

- 6.2 The Party that owns, operates, maintains, and repairs an Interconnection shall provide certified documentation of operation, maintenance, and repair activities and shall bill the other Party by March 31 of each year for the prior year's activities. The documentation shall include labor, material, equipment, electrical, and contracted costs. The Party constructing Interconnection(s) shall include with the billing a schedule of planned activities and estimated costs for the present year. The other Party shall reimburse the billing Party in the full amount of such certified documentation by the end of April 30 of that year.
- 6.3 The Town Water System and water rights are operated as an enterprise, as that term is defined in Article X, § 20 of the Colorado Constitution, and owned by the citizens of the Town. The Left Hand Water System and water rights are similarly operated as an enterprise, as that term is defined in Article X, § 20 of the Colorado Constitution. Nothing in this Agreement shall be construed as a grant by either Party of any exclusive right or privilege. Nothing herein is intended or should be construed to grant either Party any interest or ownership in the other's water system, water rights, or facilities or assets.
- 6.4 The other Party shall be allowed access to the Interconnection at reasonable hours for the purpose of inspection or reading the Meter. Access to the Interconnection shall not be unreasonably impaired by landscaping, fences, security, or other obstructions.
- 6.5 Should either Party desire to test and/or calibrate the Meter, said Party shall have the right to do so at its sole expense. Said Party shall provide written notification to the other Party sufficiently in advance of any meter rest to allow the other Party to have a representative present for such test.
- 6.6 If the Meter shall fail to register for any period when water has been transferred, the amount of water furnished shall be estimated based on the pump's performance curve and pump data received through the Supervisory Control and Data Acquisition system of the Providing Party, or other means in the event that the water is not delivered through a pump, and the Providing Party shall render a bill therefor.
- 6.7 The Party constructing an Interconnection shall own, maintain, and test the backflow prevention devices on a schedule determined through the applicable regulation(s) and guidance relating to backflow prevention promulgated by the State of Colorado or a regulatory department or agency thereof.
- 6.8 Only cross-connection control technicians properly trained and certified by the ASSE or the American Backflow Prevention Association are permitted to install, repair, replace,



relocate, maintain, test, certify, modify, or otherwise affect the internal workings of a backflow prevention device.

- 6.9 Modification, alteration, or relocation of backflow prevention device equipment in a Control Vault must be approved in writing in advance by the other Party, acting through the Left Hand General Manager or the Town's Public Works Director, respectively.
- 6.10 The Parties shall jointly activate the Interconnection as reasonably needed to flush the water mains between the systems and operate and test all equipment in each Control Vault.

## ARTICLE VII TERM

- 7.1 Term of Agreement. This Agreement shall begin November 30, 2018 and end November 30, 2028 ("Initial Term"). At the end of the Initial Term, this Agreement shall automatically renew for successive ten (10) year terms unless terminated by either party pursuant to this paragraph 7. 1.. Either Party shall have the right to terminate this Agreement provided notification is given at least 24 months prior to such termination. Erie acknowledges that it lies outside of Left Hand and that outside service contracts are subordinate to the interests of Left Hand's residents, property owners, and electors. Left Hand acknowledges that it lies outside of Erie and that outside service contracts are subordinate to the interests of Erie's residents, property owners, and Board of Trustees.

## ARTICLE VIII COST OF TREATMENT

- 8.1. Cost of Treatment and Treated Water. Each Party shall pay the other for all water delivered to it in accordance with the following provisions:
  - a. For the period commencing with the effective date of this Agreement to three years from the effective date of this Agreement, Erie shall pay \$1.00 per thousand gallons as a treatment cost for all raw water owned by Erie which Left Hand treats and delivers to Erie. The same costs would be applied to raw water owned by Left Hand which Erie treats and delivers to Left Hand.
  - b. For the period commencing with the effective date of this Agreement to three years from the effective date of this Agreement, Erie shall pay \$2.00 per thousand gallons for all raw water owned by Left Hand which Left Hand treats and delivers to Erie. The same costs would be applied to raw water owned by Erie which Erie treats and delivers to Left Hand.
  - c. All billing will be on a master meter basis.

- d. For each successive three-year period thereafter, Left Hand and Erie shall calculate their treatment and transmission costs per thousand gallons using its then-current audited financial statements. These new treatment and transmission charges shall be provided to Erie at least 90 days in advance of any rate changes. Any rate changes shall be proportionate to any changes in Erie or Left Hand's transmission and treatment costs.
- e. Payments to Erie or Left Hand shall be based on meter readings provided by Erie or Left Hand and shall be made on a monthly basis.

#### ARTICLE IX MISCELLANEOUS PROVISIONS

- 9.1. This Agreement is for the sole benefit of and binds the Parties, their successors, and assigns, This Agreement affords no claim, benefit, or right of action to any third party. Any party besides the Town or Left Hand receiving services or benefits under this Agreement is only an incidental beneficiary.
- 9.2. For any dispute or claim arising from or related to this Agreement, the Parties shall use their best efforts to settle such dispute or claim through good faith negotiations with each other. If such dispute or claim is not settled through negotiations within thirty (30) days after the earliest date on which one Party notifies the other Party in writing of its desire to attempt to resolve such dispute or claim through negotiations, then the Parties agree to attempt in good faith to resolve such dispute or claim by mediation conducted under the auspices of the Judicial Arbiter Group ("JAG") of Denver, Colorado or, if JAG is no longer in existence, or if the Parties agree otherwise, then under the auspices of a recognized, established mediation service within the State of Colorado. Such mediation shall be conducted within sixty (60) days following either Party's written request therefor. If such dispute or claim is not settled through mediation, then either Party may initiate a civil action in the District Court for Boulder County. The prevailing party in any legal action initiated by either Party to this Agreement shall be entitled to an award of its reasonable attorneys' fees and costs.
- 9.3. Except as otherwise provided for in sections 4.03 and 6.04 of this Agreement, if either Party to this Agreement fails to perform or otherwise breaches any of the covenants, terms, conditions, or obligations of this Agreement, then such failure shall constitute a default. In the event of a default by either Party, the non-defaulting Party shall give written notice of the default to the defaulting Party in accordance with the notice requirements of this Agreement. Following such written notice, the defaulting Party may cure the default within thirty (30) days. Upon cure, this Agreement shall remain in full force and effect. If the defaulting Party fails to cure, the non-defaulting Party shall be

entitled to any and all legal and equitable remedies, including, but not limited to, termination of this Agreement.

- 9.4. The waiver by either Party of any default or breach of any term, covenant, or condition of this Agreement shall not operate as a waiver of any default or breach of any other term, covenant, or condition, or subsequent default or breach of the same.
- 9.5. Neither Party may assign or transfer all or any part of this Agreement without the prior written consent of the non-assigning Party, which may be granted or withheld in the non-assigning Party's sole discretion.
- 9.6. Except for notification of an Emergency Water Shortage as described in section 2.01 of this Agreement, any notice, demand, or request delivered by mail in accordance with this section shall be deemed given on the date of service, if delivered and served personally (with respect to notices and communications only) on the person to whom notice is given, on the next business day after deposit for overnight delivery by a courier service such as Federal Express, or seventy-two (72) hours after the same is deposited, certified mail, in any post office or postal box regularly maintained by the United States Postal Service addressed to the Town at 645 Holbrook Street, Erie, Colorado 80516, and to Left Hand at P.O. Box 210, Niwot, Colorado 80544-0210. The addresses may be changed at any time by similar written notice.
- 9.7. Each Party assumes responsibility for the actions and/or omissions of its agents and its employees in the performance or failure to perform under this Agreement. Nothing in this Agreement shall be construed as a waiver by either Party of any rights, immunities, privileges, monetary limitations to judgments, and defenses available to each Party under common law or the Colorado Governmental Immunity Act, Section 24-10-101 *et seq.*, C.R.S.
- 9.8. The Parties will procure and maintain in full force and effect such insurance or self-insurance that will insure its obligations and liabilities under this Agreement, including, but not limited to, workers' compensation, automobile liability, and general liability.
- 9.9. All of the financial obligations of each Party under this Agreement are contingent upon appropriation, budgeting, and availability of specific funds to discharge those obligations. Nothing in this Agreement shall be deemed a debt, direct or indirect multi-year fiscal obligation on the part of either Party, a pledge of either Party's credit, or a payment guarantee by either Party.
- 9.10. The Parties warrant that they have taken all actions necessary or required by their own procedures, bylaws, or applicable law, to authorize their respective signatories to sign this Agreement for them and to bind them to its terms.

- 9.11. Each Party, its employees, and officials agree neither to assert nor support any statement, policy, rulemaking, or legislation attempt to place the other's water system under the rate-making authority or jurisdiction of the Colorado Public Utilities Commission ("PUC") or other regulatory entity by virtue of this Agreement or otherwise. If either Party's water system is placed under the rate-making authority or jurisdiction of the PUC or other regulatory entity, by such an assertion or through the support of the other, its employees, or officials, then the former Party shall have the right to terminate this Agreement upon two (2) years' advance written notice to the latter. If either Party's water system is placed under the rate-making authority or jurisdiction of the PUC or other regulatory entity absent any assertions or support by the other, its employees, or officials, then the Parties shall attempt to amend the terms of this Agreement in good faith to address the impacts of this changed circumstance; in the absence of such mutually agreeable amendment being executed by the Parties within six (6) months, the other Party shall have the right to terminate this Agreement upon two (2) years' advance written notice to the other.
- 9.12. This Agreement constitutes the complete agreement of the Parties with respect to the subject matter hereof and all prior agreements, understandings, and negotiations are merged herein. This Agreement may be amended, modified, or altered only by a written amendment executed by both Left Hand and the Town.
- 9.13. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same agreement. Facsimile signatures shall be acceptable and binding upon all Parties.
- 9.14. Any tribunal enforcing this Agreement shall construe it as to its fair meaning, and not for or against any Party based on attribution to either Party of the language in question.

IN WITNESS WHEREOF, the Town and Left Hand have hereunto executed this Agreement on the day and year first written above.

**TOWN OF ERIE**

By:

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Town Clerk

**LEFT HAND WATER DISTRICT**

By:

  
\_\_\_\_\_  
President

ATTEST:

  
\_\_\_\_\_  
Secretary

## SCHEDULE A: INTERCONNECTION LOCATION



**SCHEDULE B:  
DELIVERY RATES**

MAXIMUM EMERGENCY SUPPLY FROM LEFT HAND TO TOWN

North 119th Street South of Flatiron Drive: 500 GPM/0.72 MGD

MINIMUM DELIVERY PRESSURE FROM LEFT HAND TO TOWN

North 119th Street South of Flatiron Drive: 50 psi