

BLUE EARTH LIGHT & WATER  
WATER SERVICE REPLACEMENT AGREEMENT



The purpose of this Agreement is to set forth the terms and conditions pursuant to which Blue Earth Light and Water (BELW) will provide a new private water service to the undersigned owner's property at:

<125 Main Street>	Blue Earth	MN	56013
Property Address with Lead Service	City	State	Zip

The new private water service will replace the existing lead/galvanized service per BELW Board of Commissioners authorization to complete this work under the Minnesota Statutes, Section 446A.077

**CONSIDERATION:**

This Agreement anticipates the work to be performed by BELW staff and/or by a contractor selected by BELW. Each party agrees that the promises made by the other party and the benefits to be derived from their execution are full and sufficient consideration for entering into this Agreement.

**BELW RESPONSIBILITIES:**

1. Correct/replace the meter setting and/or meter as necessary at no cost to the undersigned owner of the property and building (the "Owner").
2. Install a new water service constructed by BELW and/or a private contractor at BELW expense between the public right-of-way line and the water meter on the Owner's property. The existing private water service may be removed or disconnected and abandoned.
3. BELW staff and/or a contractor selected by BELW may install the existing water meter in a new location to facilitate the location of the new water service.
4. Provide restoration of the Owner's property disturbed by construction, including seeding of grass areas on the property, concrete or pavers and interior portions of the building disturbed by such work. **However, restoration will not include interior finished work (e.g. woodwork, tiling, carpeting, drywall, painting, etc.) or premise plumbing work (including fixtures).**
5. Require the contractor performing the work to provide adequate insurance to protect the Owner against any loss that may result from damage caused by construction operation on the Owner's property, and to require the contractor to provide BELW with proof of such coverage.
6. Guarantee to the Owner that any work done will be free from defects in material and workmanship for a period of two years from its completion and ensure the work meets all applicable Minnesota State standards.
7. BELW staff, Bolton and Menk, and/or a contractor selected by BELW may take photographs of the work area which will not be released for any public purpose unless required by a governing authority with jurisdiction, and/or State Law or Court Order.

**OWNER RESPONSIBILITIES:**

1. The undersigned represents that they have the power and authority to execute this Agreement as the Owner and on behalf of any other parties that may have property rights.
2. Permit temporary access and right of entry to and upon the above-referenced property to BELW, Bolton and Menk, and/or BELW contractor(s) to enable pre-construction inspection, construction, testing, and inspection of the new private water service and to enable any needed adjustments, maintenance, or repairs during the guarantee period.
3. The undersigned or their representative (18 years or older) must be present while the replacement work is being performed and will provide BELW, Bolton and Menk, and/or its contractor access in the area where the water service enters the home up to the meter.
4. Provide clear and unobstructed access to any area required to complete construction.
5. Make BELW, Bolton & Menk, and/or BELW contractor(s) aware of any known subsurface private assets.
6. Provide necessary watering and maintenance to the restored areas including the boulevard adjacent to the property after restoration.
7. Hold BELW, Bolton and Menk, and its designated Contractor(s) harmless and free from any claim or liability for damage done in performance of the water service replacement work. Notwithstanding the foregoing, the terms of this Agreement are not to be construed as, nor operate as, waivers of statutory or common law immunities or limitations on liability, including, but not limited to, Minnesota Statutes Chapter 466. Further, the obligations set forth in this Agreement are expressly limited by the provisions of Minnesota Statutes Chapter 466, Minnesota Statutes Chapter 604, Minnesota Statutes Section 471.59, and other applicable law or regulation providing limitations, defenses, or immunities.

**MAINTENANCE:**

Any responsibility of BELW for the maintenance, repair, and replacement of the water service located in the right-of-way will be pursuant to the terms of the City of Blue Earth City Code. Two years after the water service is replaced, the Owner assumes responsibility for any and all maintenance, repair, and replacement of the portion of the water service located in private property.

**WAIVER:**

This Agreement is being entered into at the request of the Owner. Owner understands and agrees that it will not challenge the validity of this Agreement unless for reasons of fraud or other malicious behavior.

**TERMINATION:**

This Agreement may be terminated by either party upon ten (10) days written notice to the other party.

**COUNTERPARTS:**

The parties may sign this Agreement in counterparts, each of which constitutes an original, but all of which together constitute one instrument.

The parties agree that the electronic signature of a party to this Agreement shall be as valid as an original signature of such party and shall be effective to bind such party to this Agreement.

The parties further agree that any document (including this Agreement, its written notice of termination if applicable, and any attachments or exhibits to this Agreement) containing, or to which there is affixed, an electronic signature shall be deemed (i) to be “written” or “in writing,” (ii) to have been signed and (iii) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. For purposes hereof, “electronic signature” also means a manually signed original signature that is then transmitted by any electronic means, including without limitation a faxed version of an original signature or an electronically scanned and transmitted version (e.g. via PDF) of an original signature. Any party’s failure to produce the original signature of any electrically transmitted signature shall not affect the enforceability of this Agreement.

**SIGNATURES:**

Property Address with Lead or Galvanized Service: <125 Main Street>, Blue Earth, MN 56013

**Property Owner(s):**

Signature \_\_\_\_\_ Printed Name \_\_\_\_\_ Date \_\_\_\_\_

Phone Number \_\_\_\_\_ Email \_\_\_\_\_

Signature \_\_\_\_\_ Printed Name \_\_\_\_\_ Date \_\_\_\_\_

Phone Number \_\_\_\_\_ Email \_\_\_\_\_

**Blue Earth Light & Water (BELW) Representative:**

Signature \_\_\_\_\_ Printed Name: Tim Stoner \_\_\_\_\_ Date \_\_\_\_\_

Phone Number: 507-526-2191 \_\_\_\_\_ Email: timothy.stoner@belw.org \_\_\_\_\_