

WATER INTERCONNECTION AGREEMENT BY AND BET ST. TAMMANY PARISH GOVERNMENT AND THE TOWN OF MADISONVILLE

(Town of Madisonville Interconnection)

This Water Interconnection Agreement ("Agreement") is made and entered into on the dates set forth herein below, by and between:

ST. TAMMANY PARISH GOVERNMENT, a political subdivision of the State of Louisiana and the governing authority of St. Tammany Parish, whose mailing address is P.O. Box 628, Covington, Louisiana 70434, herein appearing by and through Michael B. Cooper, Parish President, duly authorized by law (hereinafter referred to as "Parish"); and

THE TOWN OF MADISONVILLE, a political subdivision of the State of Louisiana, whose mailing address is 403 St. Francis St. Madisonville, Louisiana 70447, herein appearing by and through Jean Pelloat, Mayor, duly authorized by law (hereinafter referred to as "Town"); and

WHEREAS, Parish owns and operates a public water utility system furnishing water service to the public in parts of St. Tammany Parish; and

WHEREAS, Town owns and operates a water utility system and furnishes water service to the public in parts of St. Tammany Parish; and

WHEREAS, Parish desires to provide the Town with an emergency source of potable water supply at an interconnection point to be constructed; and

NOW, THEREFORE, in consideration of the mutual benefits and covenants contained in this Agreement, the Parties agree and bind their respective offices as follows:

INTERCONNECTION POINT 1.

1.1 Location; Plans. The plans for the interconnection point are attached hereto as Exhibit "A" (hereinafter, the "Plans"). The location of the interconnection point shall be at Parish's existing eight-inch (8") water main near Black River Estates Subdivision on Hwy 22 (the "Interconnection Point"), all as more fully described by the Plans.

OBLIGATIONS OF THE PARTIES 2.

2.1 Emergency Use. In the event of a bonafide Emergency (as defined below), the Parish has the express authority to divert water to the Town upon its own initiative at the Interconnection Point. The Town also has the authority to do so on its own accord, provided that it first attempts to notify the Parish immediately prior to any such diversion if within office hours. If after office hours, then the Town shall notify the Parish within one hour after office opening on the next business day.

- 2.1.1 "Emergency" is defined as any well malfunction, pump malfunction, severance of any water supply line, and/or any and all other mechanical or well failures which unexpectedly render potable water supply impossible.
- 2.1.2 Within (a) three (3) days or (b) upon receipt of results from the Louisiana Department of Health, whichever is sooner, following resolution of Emergency, the diverting party shall provide the diverted party with a clear water sample.
- 2.2 <u>Temporary Use</u>. In all other situations which are not construed as an Emergency, the Town may temporarily divert water supplies from the Parish subject to the following:
 - 2.2.1 The Town shall provide the Parish with notification at least twenty-four (24) hours in advance of any such diversion, and the diverting party shall reasonably cooperate with the diverted party to arrange for a mutually convenient time in which said diversion may be made. Such notification shall include a copy of the most-recent clear water sample taken by the diverting party.
- 2.3 Ordinary Conditions. As a result of the interconnection described in this Agreement, the two water systems could be operated in an integrated manner. However, under ordinary operating conditions, each party shall operate its respective water systems independently of the other party's water system, as it is the intent of the parties that each party will serve its own customers with its own water and that neither party will provide a water subsidy to the other.
- **2.4** Both parties shall comply with all applicable governmental laws, rules, regulations, licensing and requirements.
- 2.5 Neither party shall alter or construct any improvements to the Interconnection Point not provided for herein without the express written permission of the other party.
- 2.6 Ownership. Town shall maintain ownership of the improvements constructed by Town herein, except for the eight-inch (8") tapping sleeve and valve installed onto Parish's eight-inch (8") water main, the ownership of which are hereby donated and conveyed to Parish upon Parish's acceptance of the improvements constructed pursuant to this Agreement.
- 2.7 Ongoing Maintenance: Costs. Town shall remain responsible for its maintenance costs for equipment needed to utilize the Parish's water supply. Each party shall bear the costs associated with the operation of its own wells and water distribution systems.
- 2.8 Security. Each party shall maintain a locking safety device on the valve which is located at the tie in. Each party is entitled to have means to gain access to the diversion valve at all times.

3. OBLIGATIONS OF TOWN

- 3.1 Construction. Town shall extend its eight-inch (8") water main located near the Madisonville Oaks Subdivision westward along Hwy 22 to Black River to meet with Parish's eight-inch (8") water main at the Interconnection Point. Town shall install/tie-in an isolation valve at the Interconnection Point to connect Town extended water main, using a "hot tap" or other method which results in no disruption of Parish's water service in the area. All construction is to be performed by Town at its sole cost and expense.
- 3.2 <u>Permits</u>. Town or its contractor shall apply for and receive any required, applicable permits prior to commencing work. Nothing contained in this Agreement shall waive Parish's requirements for permits.

4. OBLIGATIONS OF ST. TAMMANY PARISH

4.1 Construction Oversight. Parish's Department of Environmental Services shall review, inspect and approve the constructions being undertaken by Town in accordance with Parish's ordinances, regulations and procedures.

5. PAYMENTS

5.1 <u>Use of Diverted Water Supply</u>. For use of the diverted water supply, the Town shall pay a per diem rate of three hundred fifty one and 50/100 dollars (\$351.50) for each calendar day that water is diverted to supply the diverting party's system. Partial use on any calendar day shall be rounded up to a full calendar day. The diverted party will provide documentation of the utility costs charged to the diverting party, in a form reasonably required by the diverting party. All requests for payment must be submitted timely, supported by adequate documentation and approved before payment is made. Payments will be made only from approved documentation, and payments will be made within thirty (30) days following the submission of approved requests for payment.

3. TERMINATION AND BINDING NATURE

- 3.1 The term of this Agreement shall begin on the date of full execution of both parties hereto (the "Effective Date") and end on December 31, 2021 (the "Term"). Thereafter, this Agreement shall continuously and automatically renew for another period of one (1) year at expiration of the then-current term, unless either party gives notice to the other ninety (90) days in advance of its intent to terminate.
- 3.2 Any alteration, variation, modification, or waiver of provisions of this Agreement shall be valid only when it has been reduced to writing and approved of and executed by all parties prior to the alteration, variation, modification, or waiver of any provision of this Agreement.

- 3.3 Time is of the essence and the performance of the terms and conditions hereof shall be held in strict accordance with the times and dates specified herein.
- 3.4 <u>Termination for Convenience</u>. Should any Party seek to terminate this Agreement for any reason prior to the expiration of the Term, the Party seeking to terminate shall provide written notice of its intent to terminate ninety (90) days prior to the date of termination.
- 3.5 Appropriations. The continuation of this Agreement is contingent upon the appropriation of funds by Parish to fulfill the requirements of the Agreement. If the Parish fails to appropriate sufficient monies to provide for the continuation of this Agreement, or if such appropriation is reduced by the veto of the Parish President by any means provided in the appropriations ordinance to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the Agreement, the Agreement shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

4. CONTRACTUAL VALIDITY AND MISCELLEANOUS PROVISIONS

- 4.1 In the event that any one or more provisions of this Agreement is for any reason held to be illegal or invalid, the Parties shall attempt in good faith to amend the defective provision in order to carry out the original intent of this Agreement.
- 4.2 If any term or clause herein is deemed unenforceable or invalid for any reason whatsoever, that portion shall be severable and the remainder of this Agreement shall remain in full force and effect.
- 4.3 Any suit filed by a party to this Agreement to resolve a dispute or controversy regarding the matters which are the subject of this Agreement shall be filed in the 22nd Judicial District Court for the Parish of St. Tammany which shall have exclusive venue and jurisdiction for any such action. Further, any dispute arising from this Agreement shall be governed by the laws of the State of Louisiana.
- 4.4 Any failure to take any action pursuant to this Agreement or to exercise any right granted herein does not serve as a waiver to any other obligation contained herein.
- 4.5 The Parties acknowledge and agree that the obligations and covenants made herein give rise to contractual rights of each party and the right to demand specific performance and any claim to damages suffered hereunder.

- 4.6 No Party herein shall assign any interest in this Agreement (whether by assignment or novation). This Agreement may be amended only by mutual written consent of the Parties.
- 4.7 Each representative herein warrants that they have the requisite authority and permission to enter, sign and bind their office.
- 4.8 Each Party certifies that it will adhere to and follow any and all ordinances, laws and licensing requirements applicable to each Party's obligations as stated herein.
- 4.9 If the diverted water is contaminated, the owner of the contaminated water hereby agrees to indemnify and hold harmless the diverting party for any liability or injury resulting from the diverting party's use of contaminated water. Said indemnification shall include claims, demands, losses, suits, damages, judgments, costs and expenses, whether indirect or consequential, and including, but not limited to, all fees, expenses and charges of attorneys and other professionals, expenses of assessment, investigation, remediation and/or removal of contaminated water. For purposes of this indemnity, contamination shall mean water which contains toxic materials, sewerage, chemical refuge, bacterial contamination and/or other harmful materials at such levels deemed to render the water unfit for human consumption pursuant to the National Primary Drinking Water Regulations set forth under the Safe Drinking Water Act.
- 4.10 If the ability of either party to deliver potable water is interrupted or impaired, in whole or in part, due to failure of equipment or facilities, leaks, required repairs to facilities, strikes, acts of god or other extraordinary circumstances, occurrences or conditions beyond the parties' control, then during the period of such interruption or impairment, the supply obligations described herein shall be suspended. Each party specifically acknowledges, understands and agrees that the obligations of the other party to provide potable water requires only the exercise of ordinary and reasonable care under the circumstances to maintain and have such potable water available hereunder, and that the party delivering potable water through the interconnection shall not be liable to the other party for any interruption of or curtailment caused by circumstances beyond its control.

5. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding and reflects the entirety of the undertakings between the Parties with respect to the subject matter hereof, superseding all negotiations, prior discussions and preliminary agreements. There is no representation of warranty of any kind made in connection with the transactions contemplated hereby that is not expressly contained in this Agreement.

6. NO PERSONAL LIABILITY OF INDIVIDUAL REPRESENTATIVE

No covenant or agreement contained in this Agreement shall be deemed to be the covenant or agreement of any official, trustee, officer, agent or employee of any corporate party of his individual capacity, and neither of the officers of any party nor any official executing this Agreement shall be personally liable with respect to this Agreement or be subject to any personal liability or accountability under this Agreement by reason of the execution and delivery of this Agreement.

7. NOTICES

Any notice required or permitted to be given under or in connection with this Agreement shall be in writing and shall be either hand-delivered or mailed, postage pre-paid by First Class Mail, registered or certified, return receipt requested, or delivered by private, commercial carrier, express mail, such as Federal Express, or sent by, telecopier or other similar form of electronic transmission confirmed by written confirmation mailed (postage pre-paid by First Class Mail, registered or certified, return receipt requested or private, commercial carrier, express mail such as Federal Express) at substantially the same time as such rapid transmission. All communications shall be transmitted to the address or number set forth below or such other addresses or numbers to be named hereafter designated by a party in written notice to the other party compliant with this section.

If to Town:

Jean Pelloat, Mayor Town Of Madisonville 403 St. Francis St. Madisonville, LA 70447 If to Parish:
President Michael B. Cooper
St. Tammany Parish Government
P.O. Box 628
Covington, LA 70433

(Signature page follows.)

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed in multiple originals by the hereunder signed officers, each in the presence of the undersigned two (2) competent witnesses in St. Tammany Parish, State of Louisiana, as of the dates set forth, below after diligent reading of the whole, in various counterparts.

| THUS DONE AND SIGNED o undersigned witnesses. | on, 2020 in the presence of the |
|---|--|
| Melissa M. Browsand Melissa M. Browsand Raurene Ojeda Laurene Ojeda | BY: Michael B. Cooper Parish President |
| THUS DONE AND SIGNED o undersigned witnesses. | on, 2020 in the presence of the |
| WITNESSES: | TOWN OF MADISONVILLE |
| alicia Watts | BY: Jean Persoat Mayor |

EXHIBIT "A"

PLANS

[INSERT PLANS]

TOWN OF MADISONVILLE

EMERGENCY WATER SYSTEM IMPROVEMENTS AND FIRE HYDRANT REPLACEMENT

PEC PROJECT NO. 11478 JANUARY 2020

MAYOR

HON. JEAN PELLOAT

BOARD OF ALDERMEN

MR. JIM BOUEY
MR. TIMOTHY BOUNDS
MR. KEVIN DORAN
MR. BRAD HADDOX
MR. CHRIS HITZMAN

INDEX OF SHEETS

| INDEX OF | SHEETS |
|----------|----------------------------------|
| SHEET NO | DESCRIPTION |
| 1 | THE SHEET |
| 2 | INDEX MAP |
| 39 | FIRE HYDRANTS AND VALVES - PLAN |
| 10-11 | LA HWY 22 WATER MAIN EXTENSION - |

MISCELLANEOUS WATER DETAILS





LOCATION MAP









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OWNER

EMERGENCY WATER SYSTEM IMPROVEMENTS AND FIRE HYDRANT REPLACEMENT INDEX MAP

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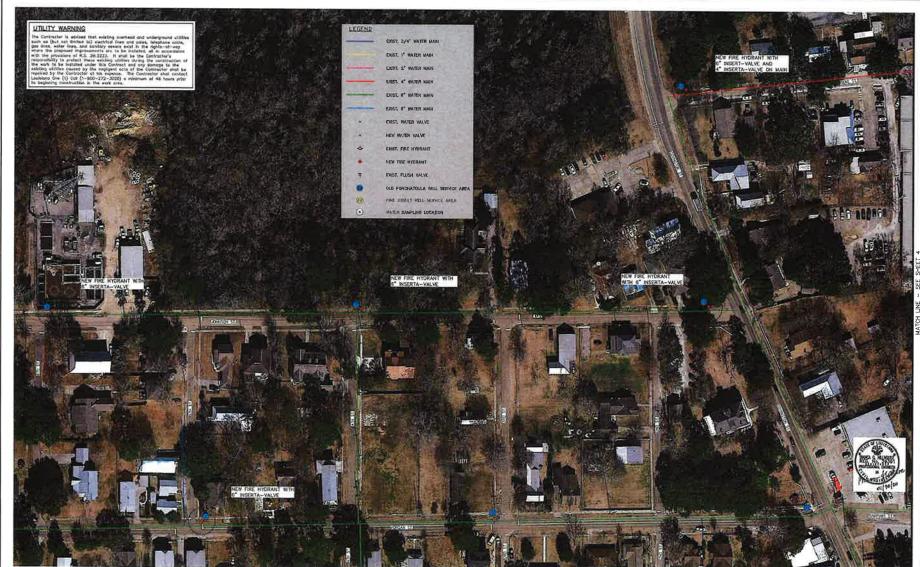
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EMERGENCY WATER SYSTEM IMPROVEMENTS AND FIRE HYDRANT REPLACEMENT FIRE HYDRAN'IS AND VALVES — PLAN

PEC PROFESSIONAL ENGINEERING CONSULTANTS CORPORATION 1900 National Park St. (Maint Surge, CA. 79020 (225.7903815)

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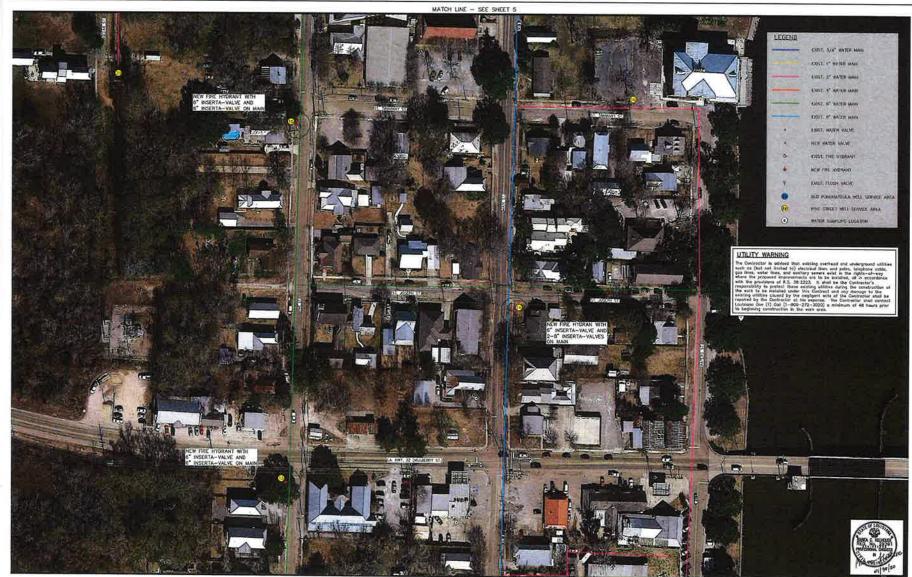
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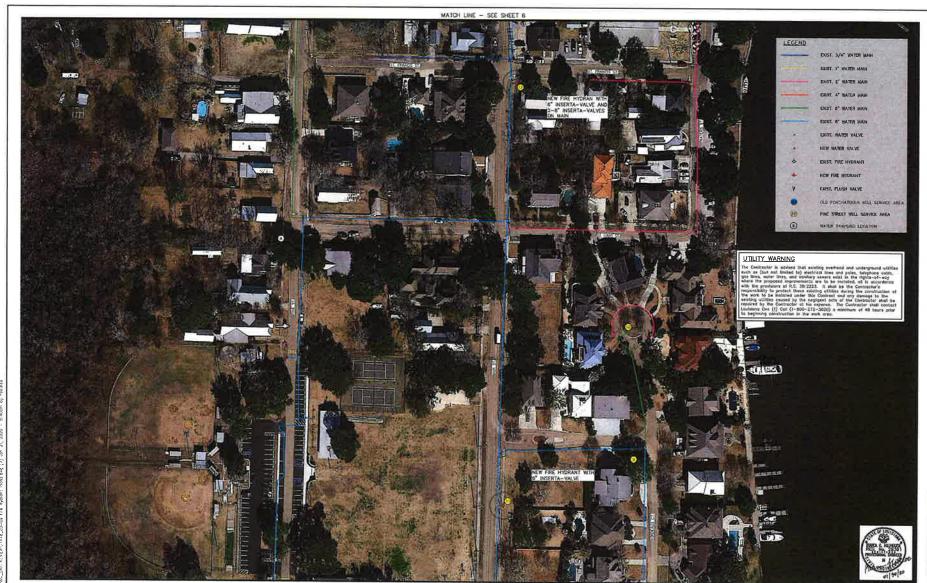
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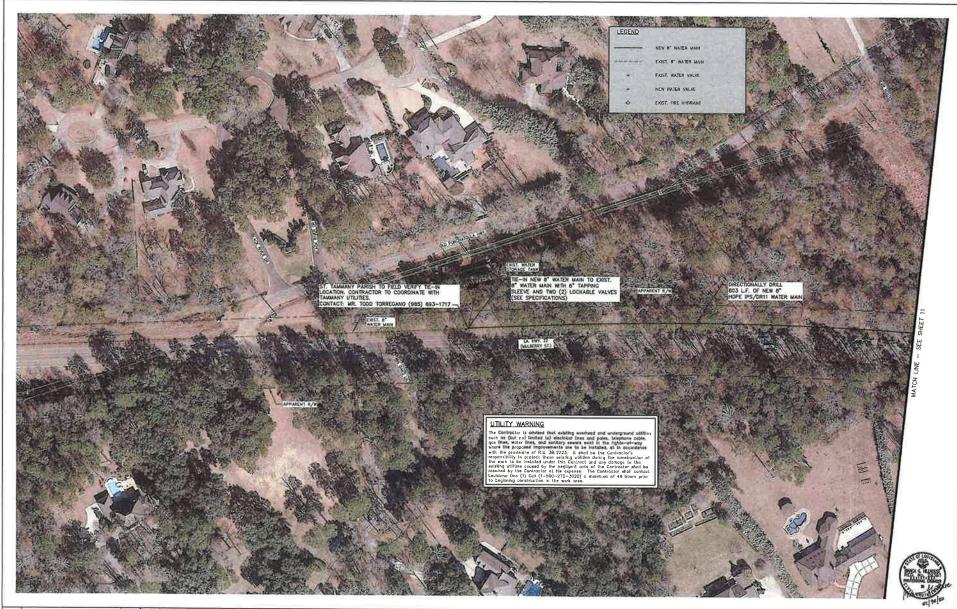


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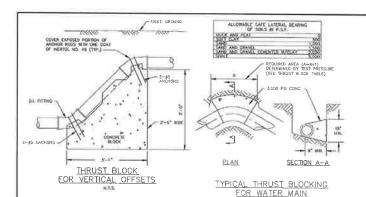
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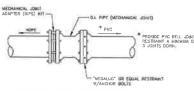
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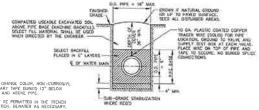
| THRUSTS FOR VARIOUS PITTINGS AND TEST PRESSURES (THRUST IN POUNDS) | | | | |
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NOTES:

- 1. FOR AREA OF THRUSTS BLOCK IN SO. FT. DIVIDE APPROPRIATE THRUST BY ALLOWADLE SOIL BEARING.
- 2 TEST PRESSURES SHALL BE AS INDICATED IN THE SPECIFICATIONS OR SPECIAL CONDITIONS.
- 3 THE CONTRACTOR SHALL BE RESPONSIBLE FOR SOLUCTING THRUST BLOCKS AND ANCHORACE FOR VARIOUS PIPE SIZE AND TITINGS ACCORDING TO APPROPRIATE SOLUCIANMS AND TEST PRESSURE COST OF THRUST ANCHANCE SHALL BE INCLUDED AS PRICE BUT OFF TITINGS OR PITTINGS.
- 4 THE CONTRACTOR SHALL PROVIDE RESTRAINED JOINT PIPE THROUGHOUT PROJECT (FM) AND RESTRAINED FITTINGS WITH CONCRETE THRUST BLOCKS AT ALL FITTING LOCATIONS.
- 5. NO SPACET PAY FOR THRUST BLOCKS.
- 5. TO SE USED ONLY WITH APPROVED BY PROJECT CHONEER AND ETHINS, INC.



HDPE TO PVC CONNECTION

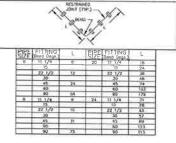


NOTES:

- PROVIDE 2" WIDE, GRANGE COLOR, NON-CORROSIVE WARNING/CAUTICHARY TAPE DURIED 12" BELOW NATURAL GROUND AND ABOVE PIPE
- 3. ALL PIPE TO BE INSTALLED WITH DELL FACING UPSTREAM TO THE DIRECTION OF FLOW.

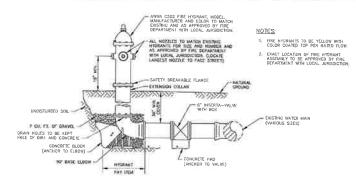
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LENGTH OF RESTRAINED JOINT PIPE REQUIRED TO RESTRAINED FITTINGS

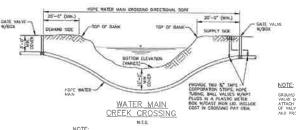


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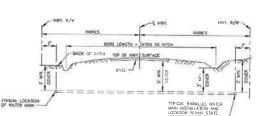
- 1. ADD SOR TO L FOR WHERE POLYETHYLENE YRAP IS USED.
- RESTRAINED JOINTS SHALL BE USED THROUGH ENTIRE BAYOU, DITCH, OR CANAL CROSSING (UNLESS DIRECTIONALLY DRILLED).
- 3. SAFETY FACTOR OF 1,5 IS INCLUDED IN LENGTHS.
- 4. HYDROSTATIC TEST PRESSURE 125 P.S.L.
- S. RESTRAINED LENGTHS BASED ON GLAY $I_{\rm L}$ (MODIFY IN DEFERENT SOIL TYPES)
- 6. RESTRAINED VALVES (ON DOWNSTREAM SIDE OF VALVE) AND BRANCHES OF TEES 1.5 X L FOR SAME SIZE 90 DECREE BEND.
- 7. CONTRACTORS MAY USE THRUST BLOCKS ONLY WHEN APPROVED BY THE EFRWS, INC. AND THE ENGINEER.



TYPICAL FIRE HYDRANT ASSEMBLY



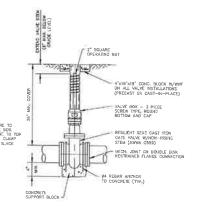
NOTE: USING 75% OF MANUFACTURER'S ALLOWABLE MAKIMUM OCFLECTION



NOTE:

OOTD PERMIT REQUIRED FOR ALL STATE HIGHWAY CROSSINGS MORE STRINGENT REQUIREMENTS MAY APPLY.

STATE HIGHWAY CROSSING



TYPICAL WATER VALVE SETTING WITH VALVE BOX



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EMERGENCY WATER SYSTEM IMPROVEMENTS AND FIRE HYDRANT REPLACEMENT MISCELLANEOUS WATER DETAILS

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