



CITY OF FREEPORT, MINNESOTA SECOND WATER METER PURCHASE AGREEMENT

POLICY STATEMENT: It is the intent and policy of the City of Freeport to sell second water meters to utility customers for the sole purpose of outdoor water use. Second water meters are used to bill for “water only” usage, there is NO sewer fee charged for water used through a second water meter. The city will not buy back any second water meters.

THIS AGREEMENT, made and entered into this _____ day of _____, 20____, by and between _____, a property owner in the City of Freeport, whose address is _____ (hereinafter “Buyer”) and the City of Freeport, a municipal corporation organized under the laws of the State of Minnesota (hereinafter “Seller”).

WHEREAS, Buyer is the property owner at the above stated address and enters into this agreement as such; and

WHEREAS, Seller sells permanent second water meters which are installed indoors and only on commercially installed irrigation systems; and

WHEREAS, no water meter may be altered or tampered with in any fashion by any property owner at anytime; and

WHEREAS, inspections for your permanent second water meter will be done by city staff upon completion of installation; and

WHEREAS, permanent second water meters will be governed by City Ordinance 700; and

NOW, THEREFORE, the parties do hereby agree as follows:

1. Sale: Seller agrees to sell, transfer and convey to Buyer, and Buyer agrees to purchase a second water meter as well as city required plumbing package and a back flow preventer device as required by water/ sewer supervisor for outdoor water use only.

2. Buyer will pay Seller _____ in full prior to receiving second water meter and plumbing package.

3. Buyer will be responsible for all installation costs of second water meter. Installation of second water meter will be installed and inspected by the city prior to use. Use prior to inspection subjects property owner to penalties and or utility shut off.

4. Irrigation meter will remain with the property if change of ownership takes place.

5. Governing Law: This agreement shall be construed and enforced in accordance with the laws of the State of Minnesota.

6. Severability: If any term of this agreement is held by a court of competent jurisdiction to be valid or unenforceable, then this agreement, including all of the remaining terms will remain in full force and effect as if such invalid or unenforceable term had never been included.

7. Entire Agreement: This agreement shall constitute the entire agreement between the parties and any prior understandings or representation of any kind preceding the date of this agreement shall not be binding upon either party except to the extent incorporated herein. IN WITNESS WHEREOF, each party to this agreement has caused it to be executed on the date indicated below.

PURCHASE AGREEMENT STATEMENT: I understand the second water meter purchase policy, and realize I am responsible for the lawful use and operation of this equipment. I also understand that this meter is not to be used on another property or for any other purpose that which is stated in this agreement.

City of Freeport

By: _____

Dated: _____

Property Owner

By: _____

Dated: _____