

OPERATIONAL AGREEMENT
BETWEEN
DUCHESNE COUNTY WATER CONSERVANCY DISTRICT,
CENTRAL UTAH WATER CONSERVANCY DISTRICT,
DUCHESNE CITY, AND
EAST DUCHESNE CULINARY WATER IMPROVEMENT DISTRICT AND
JOHNSON WATER IMPROVEMENT DISTRICT
FOR
**FLOW CAPACITY BETWEEN THE DCWCD VICTORY PIPELINE AND THE
CUWCD DUCHESNE AQUEDUCT**

EXECUTED ON
January 25 , 2021

1. BACKGROUND:

The Duchesne Valley Water Treatment Plant (DVWTP) and DVWTP Duchesne Aqueduct (Duchesne Aqueduct) is owned and operated by the Central Utah Water Conservancy District (CUWCD). The DVWTP and Duchesne Aqueduct were built and placed into service in 1982. These are regional facilities originating at the DVWTP and extend east to the State UDOT road shed north of Duchesne City and provides wholesale water turnouts to Duchesne City, East Duchesne Culinary Water Improvement District (EDCWID), and Johnson Water Improvement District (Johnson Water), who in turn provide water service to a large portion of Duchesne County. The facility is the primary source of potable water for its customers.

In 2008 Duchesne County Water Conservancy District (DCWCD) petitioned CUWCD for treatedwater to meet additional potable water needs within Duchesne County. In 2008 the DVWTP was expanded from 4 million gallons per day (MGD) to 8 MGD and went into service in 2010. In 2014, DCWCD started the Victory Pipeline project that provided a transmission line from the DVWTP to Roosevelt with wholesale water turnouts to multiple water agencies in Duchesne County and went into service in 2015.

With the DVWTP expansion and Duchesne Aqueduct Rehabilitation and Improvements project both DCWCD and CUWCD agreed early on that the Duchesne Aqueduct and Victory Pipeline need to have redundancy connections along the pipelines. This would provide operational redundancy for both pipelines and keep customers from going without water during emergency and maintenance work. There have been several meetings, discussions, and project coordination efforts over the last four years to establish redundant connections.

In 2015 Duchesne City installed a 16" pipeline off the Victory Pipeline just above the Justice Center that ends at the Duchesne City East Bench Pump House.

In 2017 CUWCD started a capital rehabilitation and replacement project on the Duchesne Aqueduct. This project included the final connection of the Duchesne City 16" pipeline to the new Duchesne Aqueduct Road Shed Vault. This project will be placed in service in 2021.

Duchesne City, EDCWID, DCWCD, Johnson Water and CUWCD all support the interconnection of Victory Pipeline and the Duchesne Aqueduct. This Operation Agreement has been prepared between DCWCD as the owner of the Victory Pipeline and CUWCD as the owner of the Duchesne Aqueduct, with reciprocal delivery agreements with Duchesne City, as the owner of the 16-inch pipeline between the two aqueducts and East Duchesne CWID and Johnson Water as a concurring parties to this Agreement. This cooperative Agreement provides for flow capacity through the aqueducts and interconnecting pipeline to provide a more resilient transmission system for Duchesne County for planned and unplanned emergency maintenance and shutdown activities on either of these important transmission facilities.

2. SCOPE:

For Duchesne Aqueduct flow interruptions due to emergencies or planned maintenance work, DCWCD agrees to provide up to 2 MGD of flow capacity through the Victory Pipeline to the Duchesne City 16" turn out. Duchesne City agrees to provide up to 2 MGD flow capacity through their 16" pipeline (Justice Center Line) to the Duchesne Aqueduct 16" turn out which provides for deliveries to other customer turnouts from the Duchesne Aqueduct.

For DCWCD Victory Pipeline flow interruptions due to emergencies or planned maintenance work, CUWCD agrees, to provide up to 2 MGD of flow capacity to the Duchesne Aqueduct 16-inch turnout to the Duchesne City Justice Center Line. Duchesne City agrees to make available up to 2 MGD capacity through the Duchesne City Justice Center Line to the Victory Pipeline connection.

The Parties agree that each of the separate facilities have been constructed to provide water deliveries relating to each Parties' contract obligations to customer agencies but through effective communication and coordination, interconnections have been constructed to result in an overall regional system to beneficially provide for resiliency and reliability under emergency and unusual maintenance periods beyond operation of only individual facilities. The Parties agree that up to 2 MGD of flow capacity being available in each facility is dependent upon a combination of flows and pressures in each facility at the time and for the duration of time needed. The Parties agree that providing for more deliveries to all customers on a monthly and annual basis spreads the fixed costs of operation of the facilities over more users but the Parties also agree and commit to water deliveries to culinary demands for drinking water as priority over other non-culinary demands during the emergency and planned maintenance periods agreed to. The Parties agree to coordinate water deliveries, as conditions allow, without requiring additional carriage and service fees between each agency.

3. **AMENDMENTS:**

Any signatory to this Agreement may propose that the agreement be amended by written consent of all parties. Proposed amendments will be considered by all parties. Upon agreement of all parties, the amendments will be made.

4. **DURATION:**

The MOU shall remain in effect in its current form until, upon agreement of the parties, it is nullified or amended.

5. **TERMINATION:**

Any signatory may terminate the Agreement by providing 1-year written notification of intent to terminate to the other signatories. During this 1-year the signatories may consult to seek agreement on amendments or other actions that would avoid termination of this Agreement.

6. **SIGNATURES:**

The parties have executed this Operational Agreement on the date first written above.

Duchesne County Water Conservancy District

Clyde Watkins, General Manager

Date

Duchesne City

Rodney Rowley, Duchesne City Mayor

Date

Central Utah Water Conservancy District

Gene Shawcroft, General Manager

Date

CONCURRING PARTIES:

East Duchesne Culinary Water Improvement District

Lee Moon, General Manager

Date

Johnson Water Improvement District

Dickson Taylor, General Manager

Date