

AGREEMENT

This Agreement, made this 12th day of August, 2025, by and between the City of Albion, Nebraska (City) located at 420 W Market Street, Albion, NE 68620, and the Boone County Ministerial Association (Association), located in Albion, NE.

Whereas the City provides water, sewer, and solid waste utility services to consumers located in and around Albion, Nebraska, and desires to participate in the Utilities Disconnect Prevention Program (Program) to be administered by the Association; and,

Whereas, a utility disconnection is a water service disconnection as a result of a consumer failing to timely pay a City Water/Sewer/Solid Waste Utility bill in accordance with the Municipal Code pertaining to Public Utility Service.

Whereas, the Association desires to participate in and administer the Program.

Now, therefore, the City and the Association in consideration of the following covenants and promises set forth herein, hereby agree as follows:

1. The Association will create a specific fund in their accounts for the Program for the purpose of preventing qualified Albion Utility consumers from utility disconnection.
2. The City will direct any person, entity or organization interested in donating to the fund to the Association.
3. The City will refer consumers who have a delinquent utility bill subject to utility disconnection to the Association to apply for the Program.
4. Applicants must present to the Association a current disconnect notice issued by the City in order to qualify for funds.
5. The Association may determine need of qualified applicants on a case-by-case basis and may pay, to the City, an amount up to the entire utility bill of a qualified applicant which is due in order to prevent utility disconnection, subject to available funds.
6. Funds will not be available to applicants after utility disconnection has been executed.
7. Qualified applicants may only receive the Program funds a maximum of once every six (6) months.
8. Neither party hereto shall be construed to be an agent for the other, and each party shall be deemed to be an independent party and shall indemnify, reimburse and hold the other harmless from and against any and all liabilities, claims, costs and expenses imposed in any manner solely as a consequence of such party's activities, negligent or otherwise, under this Agreement or otherwise in connection with the Utilities Disconnect Prevention Program.

9. Nothing in this Agreement shall be construed to confer upon or give to any person, firm, or corporation, other than the parties hereto, any right, remedy or claim under or by reason of this Agreement and all terms, covenants and conditions shall be for the exclusive benefit of the parties hereto.
10. The Agreement shall be in effect and continue for the period of 4 years from and after the first day of September 2025 and may be extended for an additional period or periods by mutual agreement of the parties.
11. Neither party to this Agreement may assign its rights or duties hereunder without the express prior written consent of the other party.

This document contains the entire agreement of the parties. No representations were made or relied upon by either party other than those expressly set forth herein. No agent, employee or other representative of either party is empowered to alter any of the terms herein unless done in writing and signed by an authorized representatives of the respective parties.

BOONE COUNTY MINISTERIAL ASSOCIATION

CITY OF ALBION, NEBRASKA

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____