

WATER PURCHASE CONTRACT

This contract for the sale and purchase of water is entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_, between the \_\_\_\_\_ City of Russellville, Russellville, Kentucky 42276 \_\_\_\_\_

(Address)

hereinafter referred to as the "Seller" and the \_\_\_\_\_ East Logan County Water District \_\_\_\_\_ c/o W. E. Gorrell, Chairman 209 East 4th Street, Russellville, \_\_\_\_\_ (Address) Kentucky 42276

hereinafter referred to as the "Purchaser",

WITNESSETH:

Whereas, the Purchaser is organized and established under the provisions of Chapter 74 of the Statutes

of Kentucky, for the purpose of constructing and operating a water supply distribution system serving water users within the area described in plans now on file in the office of the Purchaser and to accomplish this purpose, the Purchaser will require a supply of treated water, and nothing else.

Whereas, the Seller owns and operates a water supply distribution system with a capacity currently capable of serving the present customers of the Seller's system and the estimated number of water users to be served by the said Purchaser as shown in the plans of the system now on file in the office of the Purchaser, and

Whereas, by resolution No. \_\_\_\_\_ enacted on the 19th day of April, 19 77, by the Seller, the sale of water to the Purchaser in accordance with the provisions of the said City was approved, and the execution of this contract carrying out the said resolution by the Mayor and attested by the Secretary, was duly authorized, and

Whereas, by resolution of the Commissioners of the Purchaser, enacted on the 19th day of April, 19 77, the purchase of water from the Seller in accordance with the terms set forth in the said contract was approved, and the execution of this contract by the Chairman, and attested by the Secretary was duly authorized;

Now, therefore, in consideration of the foregoing and the mutual agreements hereinafter set forth,

A. The Seller Agrees:

- 1. (Quality and Quantity) To furnish the Purchaser at the point of delivery hereinafter specified, during the term of this contract or any renewal or extension thereof, potable treated water meeting applicable purity standards of the Kentucky Division of Sanitary Engineering, Department for Natural Resources and Environmental Protection in such quantity as may be required by the Purchaser not to exceed 6 million gallons per month.





In witness whereof, the parties hereto, acting under authority of their respective governing bodies, have caused this contract to be duly executed in \_\_\_\_\_ counterparts, each of which shall constitute an original.

Handwritten notes and signatures on the right side of the page, including the number '14' and other illegible markings.

Seller:

City of Russellville, Kentucky

By

*Bobby R. Jones*

Title

Mayor

Attest:

*W. B. B...*  
Secretary City Clerk

Purchaser:

East Logan County Water District

By

Title

Attest:

Secretary

This contract is approved on behalf of the Farmers Home Administration this \_\_\_\_\_ day of \_\_\_\_\_,

19 \_\_\_\_\_.

By

Title