

**APPENDIX "A"**

**WATER PURCHASE CONTRACT BETWEEN THE  
CITY OF MT. STERLING, ILLINOIS AND THE  
VILLAGE OF RIPLEY, ILLINOIS**

This contract for the sale and purchase of water is entered into as of **4<sup>th</sup> day of August, 1997**, between the City of Mt. Sterling, City Hall, 145 W. Main St., Mt. Sterling, Illinois, hereinafter referred to as the "Seller" and the Village of Ripley, Ripley, Illinois hereinafter referred to as the "Purchaser".

**WITNESSETH:**

Whereas, the Purchaser is organized and established under the provisions of **Chapter 65** of the **Illinois Compiled Statutes**, and Whereas Purchaser has no independent source of treated water and will require a supply of treated water, and

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 **Ordinance No. 97-98-07** enacted on the **11<sup>th</sup> day of August, 1997**, by the Seller, the sale of water to the Purchaser in accordance with the provisions of this said contract was approved, and the execution of this contract carrying out the said ordinance by the Mayor, Jason Hendricker of the City of Mt. Sterling, Illinois, and attested by the City Clerk, was duly authorized and

Whereas, by Ordinance of the Village of Ripley, by the Purchaser, enacted on the **8<sup>th</sup> day of September, 1997**, the purchase of water from the Seller in accordance with the terms set forth in this said contract was approved, and the execution of the contract by the Mayor, C. Robert Livingston, for the Village of Ripley, and attested by the Village Clerk was duly authorized:

**NOW, THEREFORE**, in consideration of the foregoing and the mutual agreements hereinafter set forth,

**A. The Seller Agrees:**

1. 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 in such quantity as may be required by the Purchaser not to exceed **seven hundred fifty thousand (750,000) gallons** per month at a rate not to exceed **twenty-five (25) gallons** per minute.
2. That water will be furnished at a reasonably constant pressure equal to the Seller's customers in the area from a 6 inch main supply at a point located at a distance **two thousand (2,000) feet** east of the boundary of the City of Mt. Sterling, Illinois. If a greater pressure than that normally available at the point of delivery is required by the Purchaser the cost of providing such greater pressure shall be borne by the Purchaser. Emergency failures of pressure or supply due to main supply line breaks, power failure, flood, fire, and use of water to fight fire, earthquake, or other catastrophe shall excuse the Seller from this provision for such reasonable period of time as may be necessary to restore service.

3. To operate and maintain at its own expense a **one (1) inch** tap and service with a **three-fourths (3/4) inch** meter at point of delivery, the necessary metering equipment, including a meter pit, and required devices of standard type for properly measuring the quantity of water delivered to the Purchaser and to calibrate such metering equipment whenever requested by the Purchaser but not more frequently than once every **twelve (12) months**. A meter registering not more than **two percent (2%)** above or below the test result shall be deemed to be accurate. The previous readings of any meter disclosed by test to be inaccurate shall be corrected for the **six (6) months** previous to such test in accordance with the percentage of inaccuracy found by such tests. If any meter fails to register for any period, the amount of water furnished during such period shall be deemed to be the amount of water delivered in the corresponding period immediately prior to the failure, unless Seller and Purchaser shall agree upon a different amount. The metering equipment shall be read monthly. An appropriate official of the Purchaser at all reasonable times shall have access to the meter for the purpose of verifying its readings.
4. To furnish the Purchaser at the above address not later than the **first (1<sup>st</sup>) day** of each month, with an itemized statement of the amount of water furnished the Purchaser during the preceding month.

**B. The Purchaser Agrees:**

1. To pay the Seller, not later than the **tenth (10<sup>th</sup>) day** of each month, for water delivered in accordance with the following schedule of rates:

First 2,000 gallons	\$7.86 per 1,000 gallons
Next 3,000 gallons	\$3.19 per 1,000 gallons
Next 495,000 gallons	\$2.92 per 1,000 gallons
Over 500,000 gallons	\$2.69 per 1,000 gallons
2. To furnish and install, at its own expense, all meters and metering equipment after point of delivery.

**C. It is Further Mutually Agreed Between the Seller and the Purchaser as Follows:**

1. That this contract shall extend for a term of **five (5) years** from the date of the initial delivery of any water as shown by the first bill submitted by the Seller to the Purchaser and thereafter may be renewed or extended for such term, or terms, as may be agreed upon by the Seller and Purchaser.
2. When requested by the Purchaser the Seller will make available to the contractor at the point of delivery, or other point reasonably close thereto, water sufficient for testing and flushing at a flat rate charge of **One Dollar Fifty Cents (\$1.50)/one thousand (1,000) gallons** which will be paid by the Purchaser.
3. That the Seller will, at all times, operate and maintain its system in an efficient manner and will take such action as may be necessary to furnish the Purchaser with quantities of water required by the Purchaser. Temporary or partial failures to deliver water shall be remedied with all possible dispatch. In the event of an extended shortage of water, or the supply of water available to the Seller is otherwise diminished over an extended period of time, the supply of water to Purchaser's consumers shall be reduced or diminished in the same ratio or proportion as the supply to Seller's consumers is reduced or diminished.

4. That the provisions of this contract pertaining to the schedule of rates to be paid by the Purchaser for water delivered are subject to modification at the next billing after any increase in rates charged to seller. Any increase in rates shall be proportional to increases in the Seller's rates.
5. That this contract is subject to such rules, regulations, or laws as may be applicable to similar agreements in this State and the Seller and Purchaser will collaborate in obtaining such permits, certificates, or the like, as may be required to comply therewith.
6. That the Seller shall in no way be obligated to operate or maintain the Purchaser's system.
7. That in the event of any occurrence rendering the Purchaser incapable of performing under this contract, any successor of the Purchaser, whether the result of legal process, assignment, or otherwise, shall succeed to the rights of the Purchaser hereunder.
8. That the Seller agrees to pay the additional cost necessary to maintain a **six (6) inch** line for the approximate distance of **two thousand (2,000) feet** beyond the present main extension on the Sellers eastern boundary.
9. That the cost of checking the meter utilized by the Seller in providing water to the purchaser shall be born by the Purchaser.
10. That the parties agree that the minimum water bill charged the Purchaser's customers shall be no less than the minimum water bill charged the Sellers customers.

**IN WITNESS WHEREOF**, the parties hereto, acting under authority of their respective governing bodies, have caused this contract to be duly executed in two counterparts, each of which shall constitute an original.

Seller:

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By:  /s/ Jason Hendricker

Title:  Mayor

ATTEST:

/s/ Lois Urven

Clerk

/s/ C. Robert Livingston

Purchaser

ATTEST:

/s/ Mary M. Winner

Clerk