

**AGREEMENT TO PURCHASE WATER BETWEEN THE
MORGAN MEIGSVILLE RURAL WATER DISTRICT
AND THE VILLAGE OF MALTA**

This agreement for the Morgan Meigsville Rural Water District is made and entered into the 21st day of June, 2018, by and between the Village of Malta (hereinafter referred to as the "Seller") and the Morgan Meigsville Rural Water District (hereinafter referred to as the "Purchaser").

WITNESSETH THAT:

Whereas, the Seller and Purchaser have previously entered into an Agreement dated the 19th day January, 2007;

Whereas, Purchaser desires a reliable source of water for its present and future needs and Seller desires to continue to provide Purchaser with a reliable source of water for its present and future needs; and;

Whereas, Seller and Purchaser desire to terminate their previous Agreement dated January 19, 2007 and replace it with an Agreement to establish certain terms, conditions and covenants for the supply of water to Purchaser and,

Whereas, Seller and Purchaser desire to work together to promote and encourage responsible growth and development in Morgan County where Purchaser currently maintains its customer base serviced in part by water currently being supplied by Seller.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements hereinafter set forth it is mutually agreed:

Term of Agreement. This agreement shall be effective July 1, 2018 and shall be reviewable on a yearly basis.

Quality. The water provided by Seller will be potable, treated water meeting all applicable and purity standards of all appropriate federal, state and local regulatory agencies. The water will be of the same quality as that furnished to Seller's customers.

It is acknowledged by Seller and Purchaser that water quality and purity standards established by federal, state and/or local agencies may change from time to time during the term of this Agreement. Seller agrees that in the event any water quality and/or purity standards are changed by any federal, state or local regulatory agency, Seller will meet those new regulations.

Rates. Effective July 1, 2018, Purchaser shall pay to Seller the rate of \$2.65 per thousand gallons of water purchased.

Purchaser will provide Seller with the master meter readings on the 1st of every month and submit payment to Seller no later than the 15th day of each month.

Regulatory Agencies. This agreement is subject to such rules, regulations, or laws as may be applicable to similar agreements in this State. Seller and Purchaser will cooperate in obtaining such permits, certificates, or the like, as may be required to comply therewith.

Miscellaneous. This agreement is between the parties hereto, and Seller has no agreement expressed or implied with customers of Purchaser.

Neither party shall acquire any rights whatsoever in the water system of the other, including but not limited to pipe, wells, towers, treatment facilities or any other part of said system.

Seller and Purchaser agree to work together cooperatively to insure that the purposes of this Agreement are achieved for the benefit of their respective customers and their respective water systems.

In Witness Whereof, the parties hereto have made and executed this agreement this 21st day of 21st June, 2018.

Village of Malta:

Gwen Kay

Breg Hill

Morgan Meigsville Rural Water District:

Philip W Lawrence
Philip W. Lawrence, President
Board of Trustees

Roger H. Calendine
Roger H. Calendine, Vice-President
Board of Trustees