

**MONTGOMERY COUNTY
WATER PURCHASE CONTRACT**

This contract for the sale and purchase of water (the "CONTRACT") is entered into as of the ____ day of 2024, between the County of Montgomery, a body politic and corporate, Post Office Box 425, Troy, NC 27371, hereinafter referred to as the "Seller"; and the Town of Robbins, 101 N. Middleton Street, Robbins, N.C., a North Carolina municipal corporation, hereinafter referred to as the "Purchaser":

WITNESSETH:

- Whereas,** the Purchaser, pursuant to N.C. General Statutes, Chapter 160A, has the authority to construct and operate a public 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
- Whereas,** the Seller owns and operates a public water supply distribution system with a capacity currently capable of servicing the present customers of the Seller's system and the estimated volume of water to be supplied by the said Purchaser as shown in the plans of the system now on file in the office of the Purchaser; and
- Whereas,** by majority vote of the Board of Commissioners of the Seller on the ____ day of _____, 2024, the sale of water to the Purchaser in accordance with the terms set forth in said CONTRACT was approved, and the execution of said contract by the County of Montgomery and attested by the Town Clerk was duly authorized; and
- Whereas,** by vote of the Board of Commissioners of the Purchaser, enacted on the ____ day of _____, 2024, 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 Town of Robbins and attested by the Town Clerk 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 State of North Carolina - Rules Governing Public Water Systems - NCAC 15A in such quantity as may be required by the Purchaser to meet its demands up to 7,500,000 gallons per month averaged over the period of 30 days and also not to exceed 250,000 gallons per day averaged per a 24 hour day. The average daily flow shall not exceed 250 gallons per minute with a peak flow-rate not exceeding 360 gallons per minute. Additionally, the Seller agrees to negotiate with the Purchaser in the event that additional water supply above 7,500,000 gallons per month is needed. Other than the stated minimum and maximum monthly supply amount, the Seller further agrees to not discriminate or to treat the Purchaser differently than any of its other municipal bulk buyer. This includes any mandatory water conservation measures.
2. (Point of Delivery and Pressure) That water will be furnished at a reasonably constant pressure calculated at approximately 70 pounds per square inch (psi) from an existing twelve inch main supply at a point located at the intersection of Hogan Farm Road and Spies Road. 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 commercially reasonable period of time as may be necessary to restore service. The previous readings of any meter disclosed by test to be inaccurate shall be corrected for the

two 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 on 15th of each month. An appropriate official of the Purchaser at all reasonable times shall have access to the meter for the purpose of verifying its readings.

3. (Billing Procedure) To furnish the Purchaser at the above address not later than the last working 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. (Rates and Payment Date) To pay the Seller, not later than the 15th day of each month, for water delivered in accordance with the following schedule of rates:
 - a. \$2.99 per 1,000 gallons for water
2. To pay the Seller for a minimum purchase each month for 3,900,000 gallons, regardless of usage.
3. To pay all cost associated with any new connections to Seller's water system including installation of all metering equipment and connections to the purchaser's water system.

C. It is further mutually agreed between the Seller and the Purchaser as follows:

1. (Term of Contract) That this contract shall extend for a term of 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 participation in this Contract will be allowed by amendments allow to a change of name and responsibilities of the Purchaser and therefore relieving the Town of Robbins as the primary Purchaser. The new Purchaser will be subjected to the same terms as outline in this binding Contract. This change in name of the Purchaser may be executed after the first year of operation under this Contract and shall be done as a Formal Amendment to the Contract or other mutually agreed upon methods
2. (Failure to Deliver) 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 as outlined in this Contract. Temporary or partial failures to deliver water shall be remedied with all possible dispatch. In the event of an extended shortage of water, the Seller shall reduce the delivery of water to the Purchaser pro-rated to proportional and consistent with the reduction to all municipal purchasers (based upon the percentage of water each municipal purchaser acquires based on the total amount purchased by all municipal purchasers for the preceding 12 months) until such time that the Seller has sufficient supply to furnish normal delivery of water to all purchasers. During the period of discontinuing service to the Purchaser the Seller shall agree that the minimum purchase volume and charge shall also be discontinued until such time the normal service has resumed. Purchaser is subject to the Montgomery County Water Shortage Response Ordinance attached herewith.
3. (Modification of Contract) 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 end of every one-year period. The rate to the Purchaser may only be adjusted on or after the anniversary date of this Contract. Any rate change shall be consistent with all other municipal purchasers.
4. (Regulatory Agencies) 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. This sub-section places no financial responsibility or cost on the Purchaser (Town) unless approved in advance by the Town Council.
5. (Successor to the Purchaser)
 - a. 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.

- b. In the event that the Purchaser determines that it will no longer operate a public water supply distribution system, the Purchaser shall have the right to assign this CONTRACT to any successor entity, whether private, governmental, or quasi-governmental in nature.
6. (Right to Terminate): In addition to any other rights set forth in this CONTRACT, the Purchaser and the Seller shall each have the right to unilaterally terminate the CONTRACT without penalty upon one (1) year written notice to the other party.

In witness whereof, the parties hereto, acting under authority of their respective governing bodies, have caused this contract to be duly executed in 3 counterparts, each of which shall constitute an original.

Seller: COUNTY OF MONTGOMERY

ATTEST:

By: _____
Chairman, Board of Commissioners

Clerk to the Board

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

County of Montgomery, Finance Director

Purchaser: Town of Robbins

ATTEST:

By: _____
Chairman, Board of Commissioners

Clerk to the Board

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

Town of Robbins, Finance Director