

WATER SALE AGREEMENT

THIS AGREEMENT is made as of the ____ day of _____, ____ by and between the TOWN OF ULYSSES, a municipal corporation with offices at 10 Elm Street, Trumansburg, NY 14886 (hereafter referred to as “the Town”) and _____ [name], of _____ [address], hereafter referred to as “the Customer”.

WHEREAS, the Town has water available for sale in Water District 3 of the Town; and

WHEREAS, the Town by resolution dated _____ determined that, in order to protect the health, safety and welfare of Town residents, no water sold by the Town of Ulysses shall be used for any purposes related to gas drilling, hydrofracturing or any related purposes;

WHEREAS, the Customer wishes to purchase water from the Town;

NOW, THEREFORE, in consideration of the promises and the mutual covenants herein set forth and agreed upon, the parties agree as follows:

1. The Town hereby agrees to sell and furnish to the Customer water from Water District 3.
2. The water will be furnished to the Customer as follows: [circle one]
 - a. The Customer will access the water at a designated hydrant, which is locked and is accessible only by the Customer; or
 - b. Upon prior arrangement with the Administrator of the Water District.
3. The Customer agrees that none of the water purchased pursuant to this Agreement will be used for any purposes related to gas drilling, hydrofracturing or any related purposes. Any violation of this provision will result in the immediate termination of this Agreement by the Town.
4. The rate for the water purchase pursuant to this Agreement will be established by resolution of the Town Board from time to time.
5. The Customer will receive a bill from the Town on a monthly/quarterly bases [circle one]. All bills are due and payable within ____ days after receipt thereof. Upon the customer’s failure to pay a bill by the due date may, at the Town’s option, result in immediate termination of this Agreement.
6. In addition to termination of this Agreement by the Town pursuant to paragraphs 3 and 5 above, the Town may terminate this Agreement at any time upon ____ days’ notice to the Customer.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed as of the date set forth below.

TOWN OF ULYSSES

By: _____
Town Supervisor

Date: _____

Customer

Date: _____