PUBLIC WORKS AUTHORITY WATER PURCHASE AGREEMENT

This agreement (the "Agreement") made and entered into this 15th day of April 2025, by and between the Butler Public Works Authority of the Town of Butler, Oklahoma (BPWA") and the Frontier Development Authority of the Town of Butler, Oklahoma ("FDA") and the Clinton Public Works Authority for the City of Clinton, Oklahoma ("Clinton").

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein. the parties agree as follows:

I. Water To Be Supplied to BPWA and FDA.

A. Clinton agrees to supply to BPWA and FDA processed water under the terms set forth herein.

B. Clinton is a member of the Foss Reservoir Master Conservancy District (the Foss District) and is entitled thereby to an allotment of water from the Foss District.

C. Clinton and BPWA and FDA have agreed that BPWA and FDA can purchase from Clinton a portion of the Clinton allotment of water.

D. Water will be delivered directly to BPWA and FDA from the Foss District and BPWA and FDA will pay Clinton for the amount of water delivered to BPWA and FDA.

II. Measurement and Payment

A. Foss District will measure the water from the Clinton allotment from the Foss District via the master meter on the BPWA and FDA water system and will pay Clinton monthly for the water, based on the total amount of water used by BPWA and FDA from the Clinton allotment from the Foss District.

B. Presently Clinton pays $5.56 per 1,000 gallons used for their allotment of water from the Foss District. Therefore, BPWA and FDA will pay Clinton monthly at the rate of $6.67 (calculated as $5.56 + 20%) per 1,000 gallons for the amount of water used by BPWA and FDA from the Clinton allotment from the Foss District. If at any time, the rate Clinton pays for waler from the Foss District is changed, by either increase or decrease, the rate paid by BPWA and FDA shall change to the new base rate paid by Clinton plus 20%. Payments

from BPWA and FDA to Clinton shall be made not later than the twentieth (20th) day following receipt of the billing during each month of the tern, of this agreement.

III. Terms of Agreement.

This Agreement shall commence on the 15th day of April, 2025 and shall continue for an initial term of Five (5) years. Upon agreement of the parties at least ninety (90) days prior to the end of any five (5) year term, this agreement may be extended for up to two (2) additional five (5) year terms upon the same terms and conditions, unless mutually agreed upon amendments are made.

IV. Miscellaneous.

A. **Drought.** In the event of a "drought conditions" declaration by the Foss District, BPWA and FDA agree to comply with all requirements as to water conservation.

B. **Binding Effect**. The provisions of this Agreement shall be binding upon and inure to the benefit of the patties, their successors and assigns.

C. **Governing Law.** This Agreement is being executed in and shall be governed by and construed in accordance with the laws of the State of Oklahoma, without giving effect to conflict of laws.

D, **Cooperation Consents.** Subject to the terms and conditions of this Agreement, each Party will use reasonable efforts to take, or cause to be taken all actions, and to do, or cause to be done, all things necessary or desirable under applicable law to consummate the transactions. The Parties agree to execute and deliver such other documents, certificates, agreements and other writings, and to take such other actions as may be reasonably necessary or desirable in order expeditiously to consummate the transactions.

E. **Entire Agreement Amendment.** This Agreement constitutes the entire agreement by the parties with respect to the subject matter hereof, and supersedes all prior oral and written agreements, commitments or understandings with respect to the matters provided herein. This Agreement may not be changed orally, but only by an instrument in writing signed by the party against whom enforcement of any waiver, change,

modification, extension or discharge is sought.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first written above.

Butler Public Works Authority
for the Town of Butler, Oklahoma

By: _____

Frontier Development Authority
for the Town of Butler, Oklahoma

By: _____

Public Works Authority
of the City of Clinton. Oklahoma

By: _____
David D. Berrong, Chairman