

## Water Purchase Contract Amendment

**THIS AGREEMENT** to amend and supplement the Water Purchase Contract ("Contract") between the parties, dated August 22, 1996, is entered into by and between the City of Nicholasville ("Seller") and the Jessamine-South Elkhorn Water District, fka Lexington-South Elkhorn Water District, ("Purchaser") on the later of the two (2) dates of execution found at the close of this document.

### WITNESSETH:

**WHEREAS**, the Seller and the Purchaser entered into a Contract dated August 22, 1996, a copy of which is attached hereto and designated as Attachment "1", for the sale and purchase of potable water to be supplied to the Purchaser's Southeast Territory; and

**WHEREAS**, the Contract is still in effect and it is the desire of the parties to amend and expand the coverage of its terms in certain respects by written amendment;

**NOW THEREFORE**, for and in consideration of the mutual covenants contained herein, the provisions of the Contract shall be amended and/or supplemented as follows:

1. Paragraph A. (1.) on page 1 of the Contract shall be amended and supplemented by adding the following language at the end of the paragraph: "Seller agrees to furnish and the Purchaser agrees to buy potable treated water meeting applicable purity standards of the Energy and Environment Cabinet, Division of Water (hereinafter referred to as "Water") in such quantity as requested by the Purchaser to serve other parts of the Purchaser's territory as deemed needed by the Purchaser from time to time."

2. Paragraph B. (1.) on page 2 of the Contract shall be amended such that the dollar charges expressed therein shall be deleted and replaced with the language: "Those rates, fees and charges mutually agreed by the Seller and the Buyer, from time to time, subject to the approval of the Kentucky Public Service Commission, if required."

3. Paragraph B. (2.) on page 2 of the Contract shall be amended and supplemented by adding the following language at the end of the Paragraph: "Purchaser will pay additional fees to Seller in amounts mutually agreeable to the parties (and subject to Kentucky Public Service Commission approval) required to provide for other points of delivery of Water by Seller."

**KENTUCKY  
PUBLIC SERVICE COMMISSION**

**JEFF R. DEBOEN  
EXECUTIVE DIRECTOR**

*Bunt Kirtley*

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**5/23/2012**

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4. Paragraph C. (9.) on page 3 of the Contract shall be amended and supplemented by adding the following language at the end of the Paragraph: "Seller shall not have the right of first refusal for acquisition of any other part of the Purchaser's system other than that part described in Exhibit "A" to the Contract (i.e., the Southeast Territory)."

5. Paragraph C. (11.) on page 3 of the Contract shall be amended and supplemented by adding the following language to the end of the Paragraph: "and as to its remaining territory outside that described in Exhibit "A", only such quantities as requested by the Purchaser to serve such territory as deemed needed by the Purchaser from time to time."

6. The remaining provisions of the Contract, except as modified above, shall remain in full force and effect.

**IN WITNESS** whereof, the parties hereto, acting under authority of their respective governing bodies, do hereby execute this Agreement on the dates reflected below.

**SELLER:**

By Resolution of the Nicholasville City Commission dated 3/12/12.

Attest:  
Roberta Warner  
City Clerk

City of Nicholasville  
By: [Signature]  
Mayor Date

**PURCHASER:**

By Motion of the Board of Commissioners dated 3/7/12.

Attest:  
[Signature]  
Secretary

Jessamine-South Elkhorn Water District  
By: [Signature]  
Chairman Date 3-7-12

JSEWD/Nicholasville/Water Purchase Amendment (12-08-11) Revised 030412

**KENTUCKY**  
**PUBLIC SERVICE COMMISSION**  
**JEFF B. DEROUEN**  
**EXECUTIVE DIRECTOR**  
**TARIFF BRANCH**  
**5/23/2012**  
**EFFECTIVE**  
**PURSUANT TO 807 KAR 5:011 SECTION 9 (1)**