Water Purchase Contract Amendment No. 2

THIS AGREEMENT ("Amendment No. 2") to amend and supplement the Water Purchase Contract ("Contract") between the parties, dated August 22, 1996, and the subsequent amendment between them, dated March 12, 2012 ("Amendment"), 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 and an Amendment, copies of which are attached hereto and designated as Attachment "1",

WHEREAS, Item 3 of the Amendment, dated March 12, 2012, allows for the Purchaser to pay additional fees to Seller in amounts mutually agreeable to the parties to provide for other points of delivery of water by the Seller;

WHEREAS, the Purchaser and the Seller have mutually agreed to another point delivery for the sale of water by the Seller and the purchase thereof by the Purchaser; and

WHEREAS, the parties have agreed to include an average monthly surcharge ("AMS") for water sold at a point of delivery to be constructed by the Seller along KY 29, between Heritage Subdivision and Cook Lane, the plan for which is attached hereto, incorporated by reference herein and designated as Attachment "2" ("Project").

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. Seller agrees to construct the Project between Heritage Subdivision and Cook Lane, including the Cook Lane pump station and master meter. The Purchaser will be responsible for constructing improvements, as it deems necessary in its service territory, to connect to the Project.

2. Purchaser agrees to be billed and pay Seller on a monthly basis an AMS related to the construction of improvements as shown in Attachment "2" that will be displayed on a separate line of Purchaser's monthly water bill from Seller. The AMS may be avoided wholly or in part through the purchase of water through the Cook Lane meter as set forth in Attachment "3", which is attached hereto and incorporated by reference herein. If the Purchaser does not connect to the master meter at Cook Lane or does not purchase water, the AMS will still be due and owing. The AMS shall terminate as set forth in Attachment "3". Purchaser shall also pay the electric energy cost that is incurred to power the Cook Lane Pump Station directly to the electric energy provider.

3. Immediately upon the latest execution of this Amendment No. 2 by the parties hereto, it shall be filed with the Kentucky Public Service Commission. It is agreed that the effective date of the obligations of Seller and Purchaser under this Amendment No. 2 will begin four (4) months following the date on which it is submitted to the PSC. In the event that any administrative proceeding, litigation or inquiry/objection of any kind whatsoever is

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initiated regarding this Amendment No. 2 during this four-month period by any individual, entity or governmental body whatsoever, the effective date of this Amendment No. 2 shall be suspended until such matter is resolved such that the Project may proceed as agreed herein.

4. Seller and Purchaser understand that the water to be delivered as part of the project referenced herein to the Purchaser will be disinfected with chlorine. Similarly, Seller and Purchaser understand that any water delivered to the Seller from Kentucky American Water Company, through the Purchaser's system will be disinfected with chloramines.

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

6. This Amendment No. 2 and the prior contracts between the parties (Contract and Amendment) shall not be more strictly construed against one party than the other merely by virtue of the fact that all were initially prepared by counsel for one of the parties, it being recognized that both of the parties had a full and fair opportunity to negotiate and review the final terms and provisions of these agreements and contribute to their substance and form.

IN WITNESS whereof, the parties hereto, acting under authority of their respective governing bodies, do hereby execute this Amendment No. 2 on the dates reflected below.

SELLER:

By Resolution of the Nicholasville City Commission dated April 11, 2016.

Attest:

City Clerk

City of Nicholasville

By: _____

Mayor Date

PURCHASER:

By Motion of the Board of Commissioners dated June 1, 2016.

Attest:

Secretary

Jessamine-South Elkhorn Water District

By: _____

Chairman Date

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JURATS FOLLOW ON THE NEXT PAGE

COMMONWEALTH OF KENTUCKY
COUNTY OF JESSAMINE, SCT...

Subscribed, sworn to and acknowledged before me by Peter H. Sutherland, Mayor of and for and on behalf of the City of Nicholasville, a Kentucky municipality of the third class, on ~~April~~ June 29, 2016.

My commission expires: 7/5/19

Rebecca Frank Wheeler 534856
Notary Public No.

COMMONWEALTH OF KENTUCKY
COUNTY OF JESSAMINE, SCT.

Subscribed, sworn to and acknowledged before me by L. Nicholas Strong, Chairman of and for and on behalf of the Jessamine-South Elkhorn Water District, a Kentucky rural water district created under KRS Chapter 74 on ~~April~~ July 6, 2016.

My commission expires: 12-21-2018.

524702
Notary Public - KY No.

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ATTACHMENT 1

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USDA—FHA
Form FHA 442-30
(Rev. 4-19-72)

Position 5

WATER PURCHASE CONTRACT

This contract for the sale and purchase of water is entered into as of the 22 day of August, 19 96, between the City of Nicholasville, a Kentucky Municipal Corporation of the third class in Jessamine County, KY, 517 N. Main St. Nicholasville, KY. 40356 *(Address)*, hereinafter referred to as the "Seller" and the Lexington-South Elkhorn Water District, a Kentucky rural water district, 200 W. Maple Street, Nicholasville, KY. 40356 *(Address)*, hereinafter referred to as the "Purchaser",

WITNESSETH:

Whereas, the Purchaser is organized and established under the provisions of Chapter 74 of the Kentucky Revised Statutes, for the purpose of constructing and operating a water supply distribution system serving water users within the area described in Exhibit "A" attached and to accomplish this purpose, the Purchaser will require a supply of treated water, and

Whereas, the Seller owns and operates a water supply distribution system with a capacity currently capable of serving the present customers of the Seller's system and the estimated number of water users to be served by the said Purchaser as shown in the plans of the system in Exhibit "A" attached, and

Whereas, by passage of Resolution No. _____ enacted on the _____ day of August, 19 96, by the Seller, the sale of water to the Purchaser in accordance with the provisions of the said Water Purchase Contract was approved, and the execution of this contract carrying out the said provisions by the Mayor, and attested by the Secretary, was duly author zed, and

Whereas, by Motion of the Board of Commissioners of the Purchaser, enacted on the _____ day of _____, 19 ____, the purchase of water from the Seller in accordance with the terms set forth in the said Water Purchase Contract was approved, and the execution of this contract by the Chairman, and attested by the Secretary 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, which Purchaser agrees to buy, during the term of this contract or any renewal or extension thereof, all potable treated water meeting applicable purity standards of the Natural Resources & Environmental Protection Cabinet's Division of Water in such quantity as required to serve the territory it is an east side of Jessamine County, Kentucky, as described in Exhibit "A" attached.

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2. (Point of Delivery and Pressure) That water will be furnished at a reasonably constant pressure ~~xxxxxxx~~ ~~xx~~ _____ from an existing sixteen (16) inch main supply at a point located on Logan Lane and at such other points of delivery as the parties may agree. _____. 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 reasonable period of time as may be necessary to restore service.

3. (Metering Equipment) To furnish, install, operate, and maintain at its own expense at point of delivery, the necessary metering equipment, including a meter house or pit, and required devices of standard type for properly measuring the quantity of water delivered to the Purchaser and to calibrate such metering equipment whenever requested by the Purchaser but not more frequently than once every twelve (12) months. A meter registering not more than two percent (2%) above or below the test result shall be deemed to be accurate. The previous readings of any meter disclosed by test to be inaccurate shall be corrected for the three (3) 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 a monthly basis. An appropriate official of the Purchaser at all reasonable times shall have access to the meter for the purpose of verifying its readings.

4. (Billing Procedure) To furnish the Purchaser at the above address ~~xxxxxx

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 45 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 renewed or extended for such term, or terms, as may be agreed upon by the Seller and Purchaser.

2. (Delivery of Water) That thirty (30) days prior to the estimated date of completion of construction of the Purchaser's water supply distribution system, the Purchaser will notify the Seller in writing the date for the initial delivery of water.

3. (Water for Testing) When requested by the Purchaser the Seller will make available to the contractor at the point of delivery, or other point reasonably close thereto, water sufficient for testing, flushing, and trench filling the system of the Purchaser during construction, ~~xxxxxxxxxxxxxxxxxx~~ the metering equipment has been installed at that time, at ~~xx~~ ~~xxxxxxxxxxxx~~ ~~prevailing rates~~ provided which will be paid by the contractor or, on his failure to pay, by the Purchaser.

4. (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. Temporary or partial failures to deliver water shall be remedied with all possible dispatch. In the event of an extended shortage of water, or the supply of water available to the Seller is otherwise diminished over an extended period of time, the supply of water to Purchaser's consumers shall be reduced or diminished in the same ratio or proportion as the supply to Seller's consumers is reduced or diminished.

5. (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 (1) year period by the Seller subject to PSC requirements and the restrictions imposed herein. Any increase or decrease in rates shall be based on a demonstrable increase or decrease in the costs of performance hereunder, but such costs shall not include increased capitalization of the Seller's system. Other provisions of this contract may be modified or altered by mutual agreement.

6. (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.

7. (Miscellaneous) That the construction of the water supply distribution system by the Purchaser is being financed by a loan made or insured by, and/or a grant from, the United States of America, acting through the Farmers Home Administration of the United States Department of Agriculture, and the provisions hereof pertaining to the undertakings of the Purchaser are conditioned upon the approval, in writing, of the State Director of the Farmers Home Administration.

8. (Successor to the Purchaser) That in the event of any occurence 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.

9. (Option to Purchase) Should Purchaser determine that the system, as contained in the area described in Exhibit "A" attached hereto, is for sale, then the Seller shall have the right of first refusal for acquisition of all retail service rights, easements, rights-of-way, and all other assets (fixed or otherwise) within the system as described. Seller shall be notified in writing by Purchaser of any bona fide offer Purchaser may have and Seller shall have 120 days thereafter to meet such offer. If Seller does not sign a binding contract to purchase, without condition and within the allotted time, squarely matching the other offer, then Seller's right of first refusal shall automatically expire.

10. If the Purchaser is unable to obtain the RECD loan and the grant from HUD under its CDBG program within five (5) years from the date of this contract, Seller and Purchaser agree that both of them shall be automatically released from their obligations hereunder and this contract shall become void.

11. The Purchaser agrees to buy, during the term of this Contract, or any renewal or extension thereof, all potable, treated water, meeting applicable purity standards of the Natural Resources & Environmental Protection Cabinet's Division of Water in such quantity as is required to serve the territory it is annexing on the east side of Jessamine County, Kentucky, as described in Exhibit "A" attached.

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

Seller:

CITY OF NICHOLASVILLE

By Sam E. Cornett

Title Mayor, City of Nicholasville

Attest:

CITY CLERK ~~XXXXXXX~~

Purchaser:

LEXINGTON-SOUTH ELKHORN WATER DISTRICT

By

Title Chairman

Attest:

Secretary

This contract is approved on behalf of the Farmers Home Administration this 18TH day of AUGUST, 19 98.

By Jimmy H. Hall

Title Rural Utilities Specialist

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Southeasterly Service Area

Beginning at a point in the centerline of Chrisman Mill Road (KY 1541), said point being the northwesterly corner of PVA Parcel 071-00-00-028.00, thence easterly with the centerline of Chrisman Mill Road to the intersection of Cobb Lane, excluding PVA Parcels 083-00-00-006.00, 083-00-00-012.00 thru 083-00-00-012.02 , situated westerly of Chrisman Mill Road between Logana Road and Cobb Lane, thence with the centerline of Cobb Lane to a point being due north of the northeasterly corner of PVA Parcel 083-00-00-025.01, thence due south to the northeasterly corner of PVA Parcel 083-00-00-025.01, thence southerly with the easterly property line of PVA Parcel 083-00-00-025.01 to a point in the northerly property line of PVA Parcel 092-00-00-019.00, thence easterly with the northerly property line of PVA Parcel 092-00-00-019.00 and continuing with the northerly and easterly property line of PVA Parcel 092-00-00-020.00 to the southeasterly corner of PVA Parcel 092-00-00-020.00, thence with the northerly property line of PVA Parcels 093-00-00-001.00, 093-00-00-004.00 thru 093-00-00-006.00, 093-00-00-013.00 thru 093-00-00-015.00 in a easterly direction to a point on the northerly line of PVA Parcel 093-00-00-022.00, thence with the north property line of PVA Parcel 093-00-00-022.00 in a easterly direction to the centerline of the Kentucky River, thence with the meanders of the Kentucky River in a westerly direction to Hickman Creek, thence northerly with the centerline of Hickman Creek to the southerly most corner of PVA Parcel 050-00-00-033.00, thence with the westerly property line of PVA Parcel 050-00-00-033.00 in a northeasterly direction to the southwesterly corner of PVA Parcel 050-00-00-032.00, thence with the westerly and northerly property line of PVA Parcel 050-00-00-032.00 to the southwesterly corner of PVA Parcel 050-00-00-031.00, thence with the westerly property line of PVA Parcel 050-00-00-031.00 to the centerline of Sugar Creek (KY 1268), thence northerly with the centerline of Sugar Creek Road to the northwesterly corner of PVA Parcel 050-00-00-037.00, thence leaving Sugar Creek Road and continuing with the northerly property line of PVA Parcel 050-00-00-037.00 to the centerline of Hickman Creek, thence northerly with Hickman Creek to the westerly most corner of PVA Parcel 062-00-00-003.00, thence northeasterly along the property line of PVA Parcel 062-00-00-003.00 to a point in the centerline of Hickman Creek, thence northerly with the meanders of Hickman Creek to the south property line of PVA Parcel 061-00-00-019.00, thence leaving Hickman Creek and continuing with the southerly property line of PVA Parcels 061-00-00-019.00 and 061-00-00-015.00 to the southwesterly corner of PVA Parcel 061-00-00-015.00, thence northerly with the westerly property line of PVA Parcel 061-00-00-015.00 extended to the centerline of Watts Mill Road, thence northeasterly with the centerline of Watts Mill Road to the southern most corner of PVA Parcel 061-00-00-013.00, thence

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SERVICE AREA #1

leaving Watts Hill Road and continuing northwesterly with the property line of PVA Parcel 061-00-00-013.00 to the centerline of Sugar Creek Road (KY 1268), thence with the centerline of Sugar Creek Road to the westerly most corner of PVA Parcel 061-00-00-013.00, thence leaving Sugar Creek Road in a northeasterly direction along the northwesterly property line of PVA Parcels 061-00-00-013.00, 061-00-00-010.00 and 061-00-00-009.00, thence easterly with the north property line of PVA Parcel 061-00-00-009.00 and continuing with the north property line of PVA Parcel 061-00-00-007.00 to the northerly most corner of PVA Parcel 061-00-00-007.00, said point being on the southwesterly line of PVA Parcel 061-00-00-005.00, thence northwesterly and northeasterly with the property line of PVA Parcel 061-00-00-005.00 to the northerly most corner of PVA Parcel 061-00-00-005.00, said point being on the southwesterly line of PVA Parcel 060-00-00-035.00, thence northwesterly along the property line of PVA Parcel 060-00-00-035.00 to a point, said point being a southwesterly projection of the common property line of PVA Parcels 060-00-00-035.00 and 060-00-00-026.00, thence northeasterly along said projected property line to the centerline of Sulphur Well Road (KY 39), said point being the northeasterly corner of PVA Parcel 060-00-00-035.00, thence southerly along the centerline of Sulphur Well Road to the northerly property line of PVA Parcel 060-00-00-036.00, thence leaving Sulphur Well Road and continuing along the northerly property line of PVA Parcel 060-00-00-036.00 to the northerly most corner of PVA Parcel 060-00-00-036.00, thence southerly along the property line of PVA Parcel 060-00-00-036.00 to a point on the northerly line of PVA Parcel 072-00-00-013.01, thence with the northerly property line of PVA Parcel 072-00-00-013.01 and continuing with the northerly and easterly property line of PVA Parcel 072-00-00-013.00, said point being on the northerly property line of PVA Parcel 072-00-00-014.00, thence with the northerly and easterly property line of PVA Parcel 072-00-00-014.00 in a southerly direction to the southwesterly corner of Elmwood Estates, thence with the southerly and easterly boundary of Elmwood Estates to the centerline of Elm Fork Road, thence northwesterly along the centerline of Elm Fork Road to the intersection of Feck Lane, thence northeasterly with the centerline of Feck Lane to the westerly property line of PVA Parcel 072-00-00-045.00, thence leaving Feck Lane and continuing with the westerly and northerly line of PVA Parcel 072-00-00-045.00 to a point in the westerly property line of PVA Parcel 072-00-00-052.00, thence northerly with westerly property line of PVA Parcel 072-00-00-052.00 to a point on the southerly property line of PVA Parcel 072-00-00-024.00, thence with the southerly and westerly property line of PVA Parcel 072-00-00-024.00 to the southeasterly corner of PVA Parcel 072-00-00-021.00, thence westerly with the southerly property line of PVA Parcel 072-00-00-021.00 and continuing with the southerly property line of PVA Parcel 071-00-00-043.00 to the southwesterly most corner of PVA parcel 071-00-00-043.00, thence in a northeasterly direction along the property line of PVA parcel 071-00-00-043.00 projected to the southeasterly corner of PVA Parcel 071-00-00-030.01, thence northwesterly along the southerly property line of PVA Parcel 071-00-00-030.01 and continuing along the southerly and westerly property line of PVA Parcel 071-00-00-028.00 to the point of beginning. Southeasterly Service Area amend deletion of Areas 5 & 6 as described hereon..

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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 mutual the parties (and subject to Kentucky Public Service Commission approval, if required) to provide for other points of delivery of Water by Seller.

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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: City of Nicholasville

Roberta Warren By: _____

City Clerk Mayor Date

PURCHASER:

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

Attest: Jessamine-South Elkhorn Water District

_____ By: _____

Secretary Chairman

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

ATTACHMENT 2

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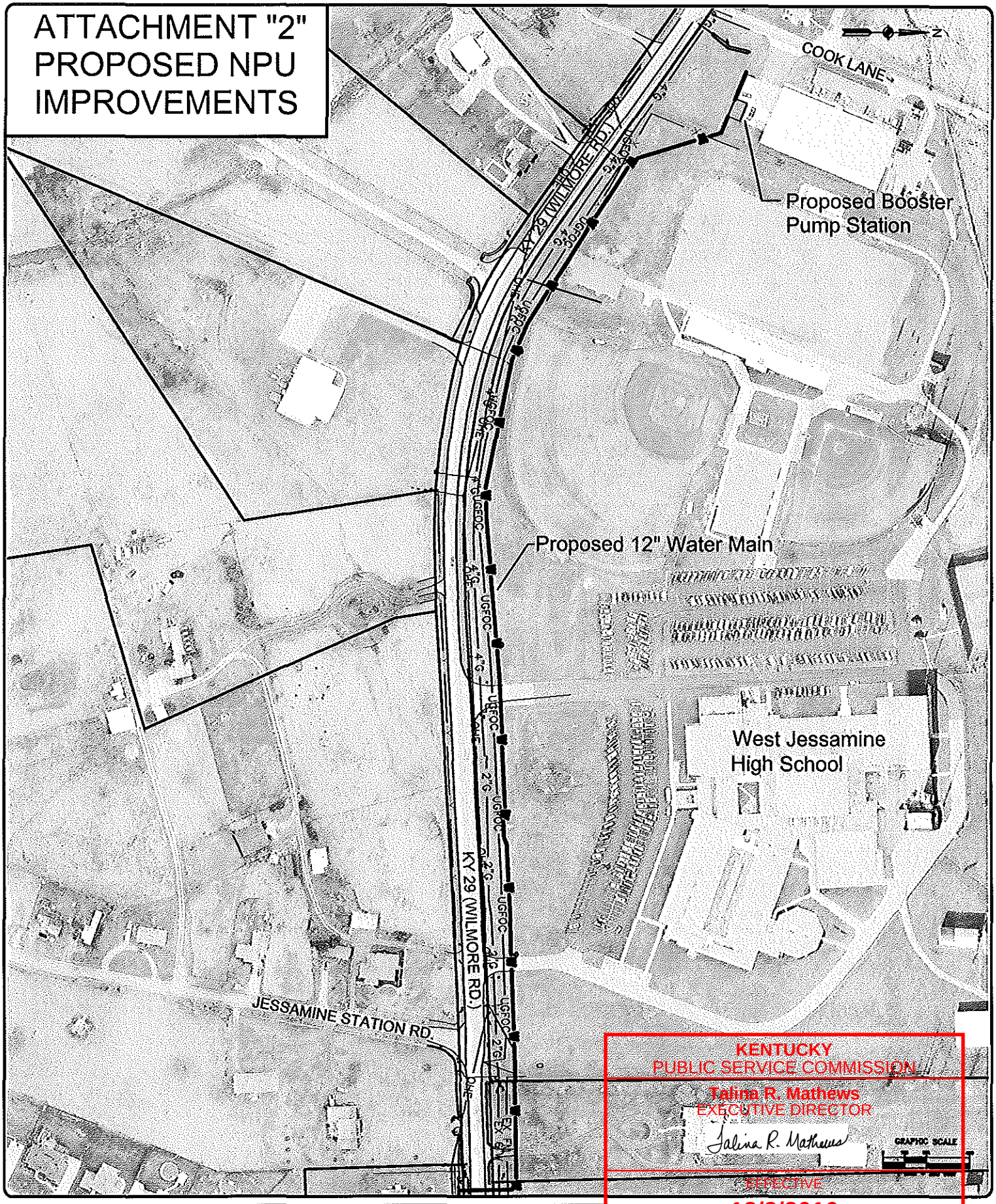
ATTACHMENT "2"
PROPOSED NPU IMPROVEMENTS



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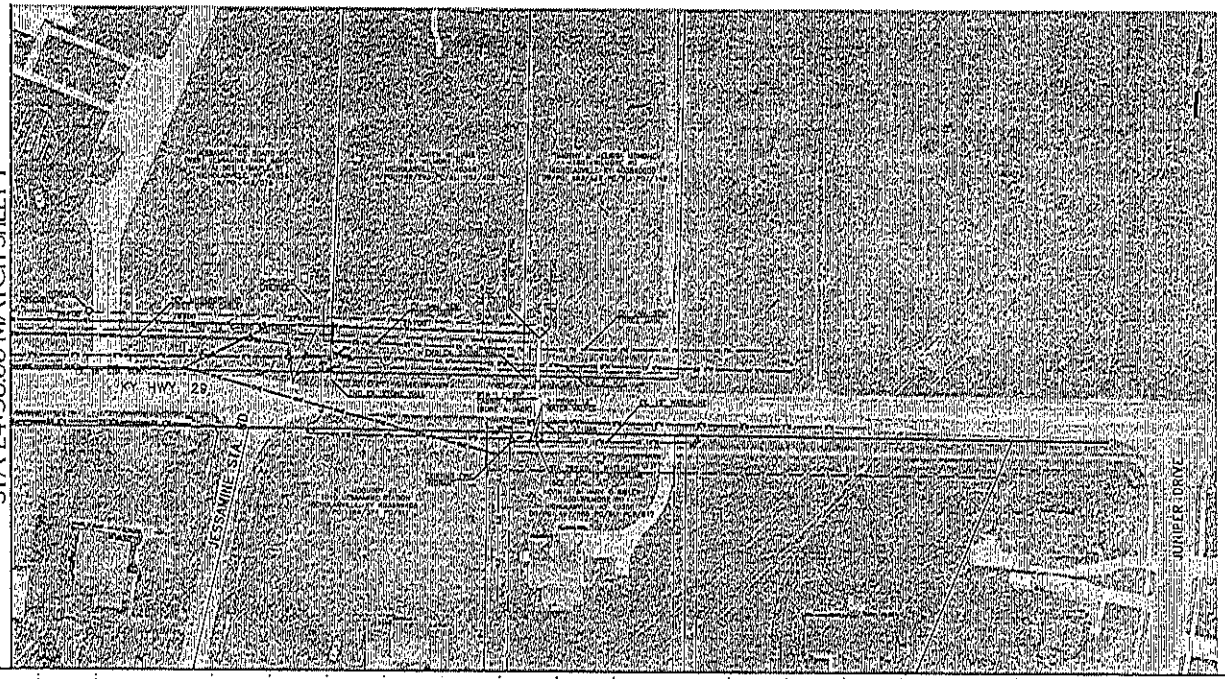
BANKS Engineering, Inc.

HAZEN AND SAWYER
Environmental Engineers & Scientists

CITY OF NICHOLASVILLE & JSEWD
INTERCONNECT PROJECT
KY 29 WILMORE ROAD
NICHOLASVILLE, JESSAMINE CO., KENTUCKY

CITY
NICHOLASVILLE
WATER DEPT.

SHEET: 1 OF: 1



GENERAL NOTES

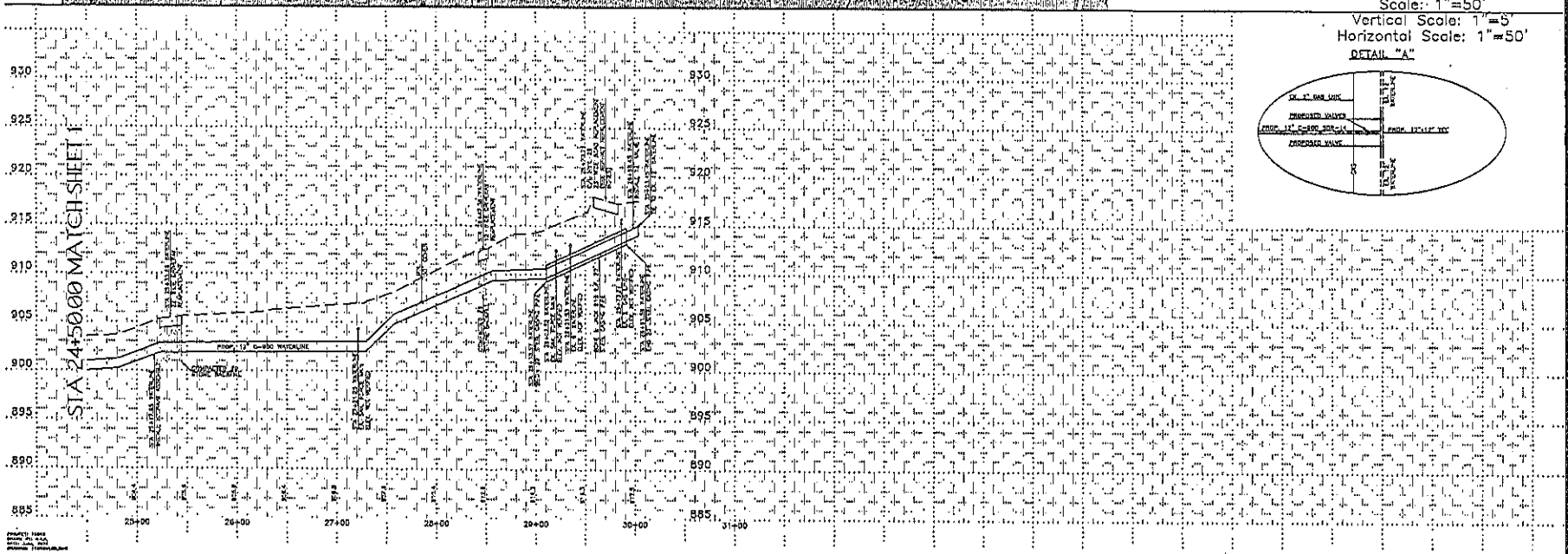
1. MINIMUM COVER OVER WATER PIPE TO BE 30".
2. MINIMUM COVER OVER VALVE BOX TO BE 12". MAXIMUM COVER OVER BOX MUST TO BE 48". WHERE VALVES ARE BURIED MINIMUM COVER OVER VALVE BOX TO BE 12". FOR 1" SQUARE STEEL VALVE OPERATING NUT, NO EXTENSION SHALL BE REQUIRED AND REQUIRED TO VALVE OPERATING NUT.
3. CONTRACTOR SHALL HAVE THE RESIDENT INSPECTOR AND THE CITY OF NICHOLASVILLE ON SITE WHEN DIGGING OVER OR AROUND EXISTING VALVE AND FIRE HYDRANTS. CONTRACTOR SHALL SCHEDULE EXCAVATION WITH RESIDENT INSPECTOR AND CITY OF NICHOLASVILLE REPRESENTATIVES.
4. CONTRACTOR SHALL USE AT FIRE HYDRANTS REQUIRED.
5. ALL PVC PIPE TO BE AWWA C 900 OR AV. CL 200 OR DR 18.
6. ALL TO-LINE LOCATIONS SHALL BE REVERIFIED PRIOR TO CONSTRUCTION TO MAINTAIN PROPER ALIGNMENT AND ELEVATION OF NEW CONNECTIONS.
7. CONTRACTOR SHALL INVENTORY REQUIRED MATERIALS, TRENCH BORE TRAINING EQUIPMENT, AND ABRASIVE IF NECESSARY, ALL REQUIRED PRIOR TO CUT-IN, SO TO [illegible] WORK WITHIN THE CONSTRUCTION, RESIDENT INSPECTOR AND CITY OF NICHOLASVILLE REPRESENTATIVES SHALL [illegible] CONTRACTOR SHALL SCHEDULE TIE-IN WITH RESIDENT INSPECTOR AND CITY OF NICHOLASVILLE REPRESENTATIVES.
8. SURFACE DRAINAGE SHALL BE MAINTAINED ON A [illegible]
9. THE CONTRACTOR WILL BE REQUIRED TO DISPOSE OF ALL EXCESS EXCAVATED MATERIAL [illegible] MAIN AND SERVICE LINE CONSTRUCTION.
10. EXACT SIZES, DEPTHS, MATERIAL AND LOCATION OF GAS & OTHER UTILITIES AND DIRECTIONAL [illegible] UNKNOWN. THE CONTRACTOR SHALL ACCURATELY DETERMINE THICK AHEAD OF HIS TRENCHING OPERATION AND MAY [illegible] ANY MATERIALS TO [illegible] THE PIPE LAYING PROCEEDS.
11. EXACT SIZES, DEPTHS MATERIALS AND LOCATION OF OTHER SERVICES & DIRECTIONS ARE [illegible] THE CONTRACTOR SHALL ACCURATELY DETERMINE THICK AHEAD OF HIS TRENCHING OPERATION AND MAY [illegible] TO THE TOP OF [illegible] THE PIPE LAYING PROCEEDS.
12. DAMAGES OF ALL STREETS, DRIVEWAYS AND PAVED PARKING AREA SHALL BE REPAIRED [illegible] TRENCH WAITING.
13. ALL SODS, CLODS, EARTH AND OTHER LARGE MATERIALS SHALL BE REMOVED FROM THE TOP OF THE TRENCH. [illegible] TION PRIOR TO PLACING [illegible]
14. ALL EXCAVATIONS AND GROSS DRAINS AT STREETS, [illegible] ALL BE PROTECTED, [illegible] TO BACKFILL OPERATION. THE PATH OF THE DITCH, THEY SHALL BE REMOVED AND REGRADED AS PART OF THE [illegible]
15. PLACE 1"12 RIM COPPER WIRE PER SAC STANDARD DETAIL FOR MAINTAIN INSULATING [illegible] MENT LINES. ALL FITTINGS SHALL BE ALUMINUM COATED BITUMIN AND WRAPPED [illegible]
16. FITTINGS SHALL BE ALUMINUM COATED BITUMIN AND WRAPPED [illegible] AT NO CONSTRUCTED ON THE [illegible] USED FOR DIRECTIONAL DRILLED SHALL HAVE CONCRETE BOTTOM [illegible] FITTINGS.
17. FIRE HYDRANTS SHALL BE MUELLER CO., DECATUR, [illegible] MANUFACTURED BY [illegible]
18. FLUSHING HYDRANTS (BLOW-OFF VALVES) SHALL BE [illegible] SINGLE SERVICE, [illegible] COMPANY, INC. WARREN, [illegible] OF NICHOLASVILLE, [illegible] UNLESS SHOWN OTHERWISE.
19. WATER METER BOXES SHALL BE POLYETHYLENE, [illegible] WATER METER COVER AND LID SHALL BE NOT [illegible] INDIANA, CATALOG NO. 037-T WITH A 1-3/4" [illegible] TURNTOP, WATER METER BOXES SHALL BE AS THE APPROPRIATE [illegible] ON THESE PLANS.
20. A SINGLE METER SHALL CONSIST OF A 3/4" CORPORATION STOP, SADDLE, 3/4" TYPE K [illegible] PEX SERVICE PIPE, METER BOTTOM (6/5-3/4"), METER AND BOX TOP.
21. A DOUBLE METER SHALL CONSIST OF A 1" CORPORATION STOP, SADDLE, 1" TYPE K [illegible] SERVICE PIPE, DOUBLE METER BOTTOM (6/5-3/4"), METER BOX AND TOP.
22. COPPER SERVICE LINES MUST BE [illegible] CONDUIT PURPOSES. [illegible] CASING IN 1" PVC PIPE OR CONDUIT.
23. ALL STORM INLETS SHALL BE PROTECTED UNTIL [illegible] ANY APPROPRIATION ON THEM AT OF BRICK PLANS.
24. [illegible] OVERHEAD ELECTRIC LINES ARE [illegible] ON THIS PLAN. THE OWNER AND ENGINEERING ARE NOT LIABLE FOR INJURIES OR ACCIDENTS DUE TO INCORRECT [illegible] PROPER WORK. [illegible] INSURANCE SHALL BE APPLIED.
25. MARKING IS SHOWN ON SHEET PLANS FOR ILLUSTRATION PURPOSES ONLY. ALL INFRASTRUCTURE SHALL BE CONSTRUCTED BASED ON MATERIALS AUTHORITY AND PROPERLY ACCURATE DESIGNING IS NOT GUARANTEED.
26. CONTRACTOR IS RESPONSIBLE FOR REPLACING [illegible] CURBS AND OTHER FEATURES WHICH WATER LINES ARE CONSTRUCTED.
27. [illegible] PRIOR TO INSTALLING NEW SERVICE LINES & METERS TO EXISTING CUSTOMERS.
28. PRIOR TO CONSTRUCTION THE CITY OF NICHOLASVILLE WATER DEPT. WILL LOCATE ALL SANITARY SEWER FACILITIES INCLUDING LATERALS.
29. CONTRACTOR TO MAINTAIN TRAFFIC FLOW OVER TRENCHES WITH TRENCH PLATES DURING ALL CONSTRUCTION.

LEGEND

- PROPOSED WATERLINE 6" PVC C-900 SDR 18
- EXISTING 2" WATERLINE
- EXISTING 4" WATERLINE
- EXISTING 6" WATERLINE
- EXISTING 10" WATERLINE
- PROPOSED FIRE HYDRANT
- EXISTING FIRE HYDRANT
- PROPOSED WATER VALVE
- EXISTING WATER VALVE
- PROPOSED WATER METER SET & SERVICE LINE
- PROPOSED DOUBLE WATER METER SET & SERVICE LINE
- EXISTING WATER METER SET & SERVICE LINE
- EXISTING GAS LINE
- EXISTING SANITARY SEWER LINE
- SANITARY SEWER MANHOLE
- STORM INLETS

Scale: 1"=50'
Vertical Scale: 1"=5'
Horizontal Scale: 1"=50'

DETAIL "A"



Accepted as Filed Pursuant to 807 KAR 5:011 Section 9 (1)
12/3/2014

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2348 HARRODSBURG RD. P-178
LEXINGTON, KY 40503

REVISIONS	DATE

CITY OF NICHOLASVILLE WATER DEPT.

WATERLINE PLAN & PROFILE
NPU-JSEWD INTERCONNECT WATERLINE
KENTUCKY HIGHWAY 29
NICHOLASVILLE, KENTUCKY

BANKS Engineering Inc.

HAZEN AND SAWYER
Environmental Engineers & Scientists

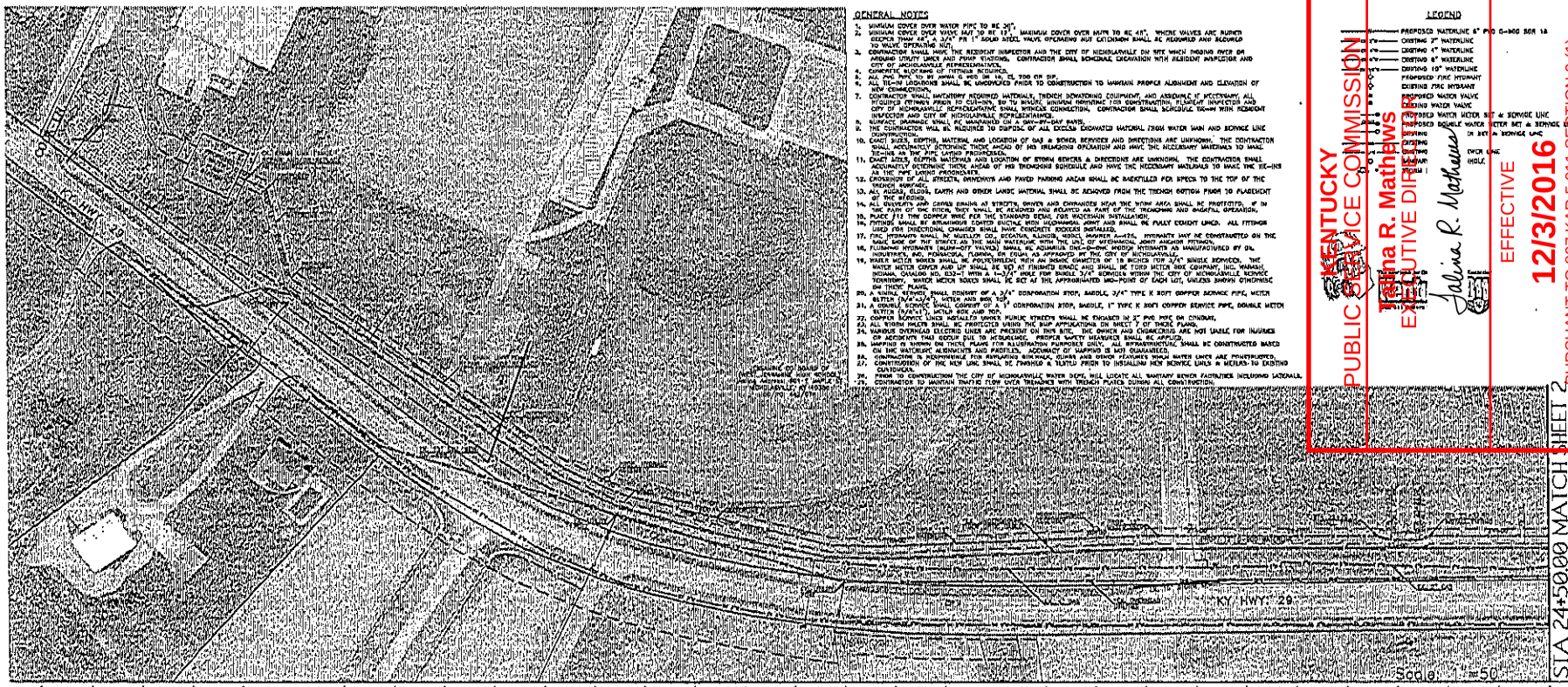
SHEET 2 OF 3

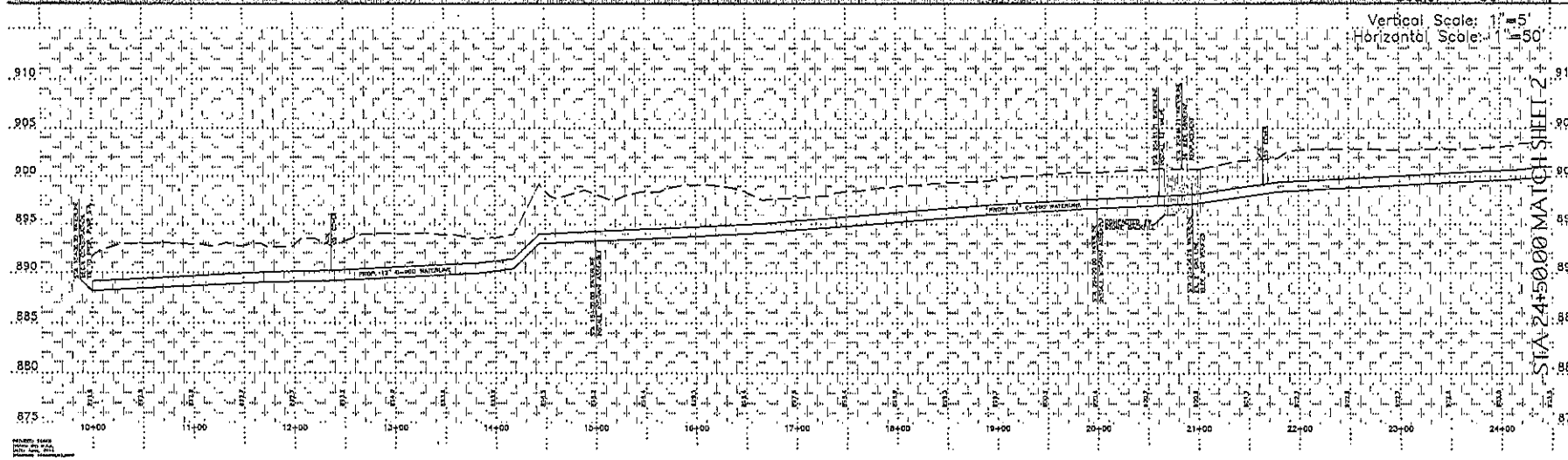
GENERAL NOTES

1. MINIMUM COVER OVER WATER PIPE TO BE 30".
2. MINIMUM COVER OVER VALVE BOXES TO BE 12". MAXIMUM COVER OVER MAIN TO BE 48". WHERE VALVES ARE BURIED DEEPER THAN 48", A 3/4" PR 1" SOLID STEEL VALVE OPERATING NUT EXTENSION SHALL BE REQUIRED AND SECURED TO VALVE OPERATING NUT.
3. CONTRACTOR SHALL MARK THE RESIDENT INSPECTOR AND THE CITY OF NICHOLASVILLE ON SITE WHEN CROSSING OVER OR AROUND UTILITY LINES AND OTHER STRUCTURES. CONTRACTOR SHALL SCHEDULE EXCAVATION WITH RESIDENT INSPECTOR AND CITY OF NICHOLASVILLE REPRESENTATIVES.
4. CONCRETE BLOCKING OF FITTINGS REQUIRED.
5. ALL PVC PIPE TO BE AWWA C 900 DR 18, DL 200 OR SUP.
6. ALL TEMPORARY LOCKDOWNS SHALL BE ANTICIPATED PRIOR TO CONSTRUCTION TO MAINTAIN PROPER ALIGNMENT AND ELEVATION OF NEW CONNECTIONS.
7. CONTRACTOR SHALL INVENTORY REQUIRED MATERIALS, TRENCH DEWATERING EQUIPMENT, AND ASSURANCE IF NECESSARY, ALL REQUIRED FITTINGS PRIOR TO CUT-INS, BE TO ENSURE MINIMUM DOWNTIME FOR CONSTRUCTION. PLANNED INSPECTOR AND CITY OF NICHOLASVILLE REPRESENTATIVE SHALL WITNESS CONNECTION. CONTRACTOR SHALL SCHEDULE TIE-INS WITH RESIDENT INSPECTOR AND CITY OF NICHOLASVILLE REPRESENTATIVES.
8. SURFACE DRAINAGE SHALL BE MAINTAINED ON A DAILY-BY-DAY BASIS.
9. THE CONTRACTOR WILL BE REQUIRED TO DISPOSE OF ALL EXCESS EXCAVATED MATERIAL FROM WATER MAIN AND SERVICE LINE CONSTRUCTION.
10. EXACT SIZES, DEPTHS, MATERIAL AND LOCATION OF GAS & SEWER SERVICES AND DIRECTIONS ARE UNKNOWN. THE CONTRACTOR SHALL ACCURATELY DETERMINE THESE AREAS OF HIS TRENCHING OPERATION AND HAVE THE NECESSARY MATERIALS TO MAKE THE AS THE PIPE LAYING PROCEEDS.
11. EXACT SIZES, DEPTHS, MATERIALS AND LOCATION OF STORM SEWERS & DIRECTIONS ARE UNKNOWN. THE CONTRACTOR SHALL ACCURATELY DETERMINE THESE AREAS OF HIS TRENCHING SCHEDULE AND HAVE THE NECESSARY MATERIALS TO MAKE THE TIE-INS AS THE PIPE LAYING PROCEEDS.
12. CROSSINGS OF ALL STREETS, DRIVEWAYS AND PAVED PARKING AREAS SHALL BE BACKFILLED FOR 8FEET TO THE TOP OF THE TRENCH SURFACE.
13. ALL ROCKS, GLASS, EARTH AND OTHER LARGE MATERIAL SHALL BE REMOVED FROM THE TRENCH BOTTOM PRIOR TO PLACEMENT OF THE BEDDING.
14. ALL DRIVEWAYS AND CURBS BEHIND AT STREETS, DRIVES AND CHANNELS NEAR THE WORK AREA SHALL BE PROTECTED. IF IN THE PATH OF THE PIPE, THEY SHALL BE REMOVED AND REPLACED AS PART OF THE TRENCHING AND BACKFILL OPERATION.
15. PLACE #12 THW COPPER WIRE PER THE STANDARD DETAIL FOR WATERMAIN INSTALLATION.
16. FITTINGS SHALL BE BITUMINOUS COATED DUCTILE IRON MECHANICAL JOINT AND SHALL BE FULLY CEMENT LINED. ALL FITTINGS USED FOR DIRECTIONAL CHANGES SHALL HAVE CONCRETE BLOCKING INSTALLED.
17. FIRE HYDRANTS SHALL BE MUELLER CO., DECATUR, ILLINOIS 62522, MODEL #A-423. HYDRANTS MAY BE CONSTRUCTED ON THE SAME SIDE OF THE STREET AS THE MAIN WATERLINE WITH USE OF MECHANICAL JOINT ANCHOR FITTINGS.
18. FLUSHING HYDRANTS (BLOW-OFF VALVES) SHALL BE ACUARIUS ONE-O-ONE WATER HYDRANTS AS MANUFACTURED BY U.S. HYDRATECH, INC. PORNOCRAL, FLORIDA, OR EQUAL AS APPROVED BY THE CITY OF NICHOLASVILLE.
19. WATER METER BOXES SHALL BE POLYETHYLENE WITH AN INSIDE DIAMETER OF 18 INCHES FOR 3/4" SINGLE SERVICES. THE WATER METER COVER AND LID SHALL BE SET AT FINISHED GRADE AND SHALL BE TOTO METER BOX COMPANY, INC. WARSAW, INDIANA, CATALOG NO. 1032-T WITH A 1-3/4" SINGLE FOR DOUBLE 3/4" SERVICES WITHIN THE CITY OF NICHOLASVILLE SERVICE TERRITORY. WATER METER BOXES SHALL BE SET AT THE APPROXIMATED MID-POINT OF EACH LOT, UNLESS SHOWN OTHERWISE ON THESE PLANS.
20. A SINGLE SERVICE SHALL CONSIST OF A 3/4" CORPORATION STOP, SADDLE, 3/4" TYPE K 8001 COPPER SERVICE PIPE, METER BETTER (3/4"x3/4"), METER AND BOX TOP.
21. A DOUBLE SERVICE SHALL CONSIST OF A 1" CORPORATION STOP, SADDLE, 1" TYPE K 8001 COPPER SERVICE PIPE, DOUBLE METER BETTER (3/4"x1"), METER BOX AND TOP.
22. COPPER SERVICE LINES INSTALLED BENEATH PAVED STREETS SHALL BE ENCASED IN 2" PVC PIPE ON CENTERLINE.
23. ALL METER BETTERS SHALL BE PROTECTED USING THE FOAM APPLICATION ON SHEET 2 OF THESE PLANS.
24. VARIOUS OVERHEAD ELECTRIC LINES ARE PRESENT ON THIS SITE. THE OWNER AND ENGINEERING ARE NOT LIABLE FOR INJURIES OR ACCIDENTS THAT OCCUR DUE TO INTERFERENCE. PROPER SAFETY MEASURES SHALL BE APPLIED.
25. MAPPING IS SHOWN ON THESE PLANS FOR ILLUSTRATION PURPOSES ONLY. ALL INFRASTRUCTURE SHALL BE CONSTRUCTED BASED ON THE WATERLINE ALIGNMENTS AND PROFILES. ACCURACY OF MAPPING IS NOT GUARANTEED.
26. CONTRACTOR IS RESPONSIBLE FOR REPLACING SIDEWALK, CURBS AND OTHER FEATURES WHICH WATER LINES ARE PENETRATED.
27. CONSTRUCTION OF THE NEW LINE SHALL BE TIMED PRIOR TO INSTALLING NEW SERVICE LINES & MERGING TO EXISTING CUSTOMERS.
28. PRIOR TO CONSTRUCTION THE CITY OF NICHOLASVILLE WATER DEPT. WILL LOCATE ALL SANITARY SEWER FACILITIES INCLUDING LATERALS.
29. CONTRACTOR TO MAINTAIN TRAFFIC FLOW OVER TRENCHES WITH TRENCH PLATES DURING ALL CONSTRUCTION.

LEGEND

- PROPOSED WATERLINE 6" PVC C-900 SDR 18
- EXISTING 2" WATERLINE
- EXISTING 4" WATERLINE
- EXISTING 6" WATERLINE
- EXISTING 10" WATERLINE
- PROPOSED FIRE HYDRANT
- EXISTING FIRE HYDRANT
- PROPOSED WATER VALVE
- EXISTING WATER VALVE
- PROPOSED WATER METER SET & SERVICE LINE
- PROPOSED DOUBLE WATER METER SET & SERVICE LINE IN 3/4" SERVICE LINE
- EXISTING
- EXISTING
- EXISTING
- EXISTING
- EXISTING
- OVER LINE
- SINGLE





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PUBLIC SERVICE COMMISSION
Talina R. Mathews
EXECUTIVE DIRECTOR
Talina R. Mathews
EFFECTIVE
12/3/2016
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

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DATE: JUNE 201
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CITY OF NICHOLASVILLE WATER DEPT

WATERLINE PLAN & PROFILE
NPU-JSEWD INTERCONNECT WATERLINE
KENTUCKY HIGHWAY 29
NICHOLASVILLE, KENTUCKY

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SHEET: 1 OF: 3

ATTACHMENT 3

KENTUCKY
PUBLIC SERVICE COMMISSION

Talina R. Mathews
EXECUTIVE DIRECTOR

Talina R. Mathews

EFFECTIVE

12/3/2016

PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

ATTACHMENT "3" - SURCHARGE CALCULATION

Definitions:

Water Withdrawal Fee Rate (WWFR). The Kentucky River Authority water withdrawal fee ($ per 1,000 gallons) as embedded in the Seller's prevailing retail rate (Currently $0.18 per 1,000 gal.)

Surcharge Credit (SC). $2.02 per 1,000 gallon units minus future incremental increases in WWFR per 1,000 gallons.

Connection Fee (CF). The actual sum of construction, engineering, and legal costs, net of any grants received, plus interest, service charges and any other rates, fees or charges assessed to the Seller in an amount necessary to fund the Project.

Average Monthly Surcharge (AMS). CF divided by 240 months

Monthly Minimum Volume (MMV). *AMS* divided by SC.

The monthly amount payable and credits towards the CF shall be calculated as follows:

In the event that the Purchaser uses water from Cook Lane, but the amount of metered usage for a month is less than the MMV, then the Seller shall deduct from the AMS payable that month the dollar amount determined by multiplying the usage by the SC, which amount shall be credited against the CF.

In the event that the volume purchased in any month equals or exceeds the MMV, then no AMS will be payable that month, but the Purchaser shall still receive a credit against the CF for the volume purchased times the SC.

The AMS shall be initiated by the Seller and owed by the Purchaser beginning with the month following the certification of substantial completion of the Project or the month following the date of the first principal and interest payment made by the Seller related to the CF, whichever occurs first.

Any AMS owed for a month will be billed to the Purchaser until the AMS is terminated. Termination of the AMS will occur when the sum of the AMS amounts paid plus the dollar amount determined by multiplying the total volume purchased from Seller at the Cook Lane metering point by the SC equals the CF. It is understood that the AMS may be terminated in fewer than 240 months.

SEE NEXT PAGE FOR EXAMPLE CALCULATIONS

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ATTACHMENT "3" - SURCHARGE CALCULATION

The following example shall illustrate how the MMV is to be derived:

CF: $500,000.00

AMS: $500,000.00 divided by 240 months = $2,083.33

SC: $2.02 per 1000 gallons

MMV: $2,083.33 divided by $2.02 times 1,000 gallons = 1,031,353.2 gallons

Monthly Amount Payable Example When Volume Purchased Is Less Than MMV:

Metered usage for the month: 900,000 gallons

Divide metered usage for the month by 1,000 gal. = 900 thousand gallon units

900 units times SC ($2.02) = $1,818.00 (product equals credit against AMS)

Calculated amount payable for month ($2,083.33 - $1,818.00 = $265.33)

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