

# THIRTEENTH ADDENDUM

## CITY OF BARDSTOWN – NORTH NELSON WATER DISTRICT

### WATER PURCHASE CONTRACT

THIS THIRTEENTH ADDENDUM, made and entered into this 18 day of November, 2019, by and between **The City of Bardstown, Kentucky**, a municipality located in Nelson County, Kentucky, hereinafter called “City,” and **North Nelson Water District**, situated in Nelson County, Kentucky, hereinafter called “District.” Collectively, the City and District are called “Parties.”

#### WITNESSETH:

**WHEREAS**, the Parties to this Thirteenth Addendum are the same parties as set out in the Water Purchase Contract dated October 10, 1967 (“Original Contract”), in the First Addendum to the Original Contract dated January 8, 1974, in the Second Addendum to the Original Contract dated December 12, 1975, in the Third Addendum to the Original Contract dated March 1, 1978; in the Fourth Addendum to the Original Contract dated August 30, 1982; in the Fifth Addendum to the Original Contract dated December 1, 1984; in the Sixth Addendum to the Original Contract dated June 15, 1989; in the Seventh Addendum to the Original Contract dated January 1, 1991; in the Eighth Addendum to the Original Contract dated September 10, 1991; in the Ninth Addendum to the Original Contract dated November 12, 1991; in the Tenth Addendum to the Original Contract dated August 1, 2026



31, 1998; in the Eleventh Addendum to the Original Contract dated September 1, 2003; and in the Twelfth Addendum to the Original Contract dated September 1, 2013 (collectively called the “Addendums”);

**WHEREAS**, the Parties now desire to amend certain provisions contained in the Original Contract and the Addendums, and the Parties agree to the amended provisions; and

**WHEREAS**, commencing on July 1, 2024, the Parties have agreed to allow the City to modify the wholesale water rate it charges the District every two (2) years instead of every five (5) years.

NOW THEREFORE, for and in consideration of the mutual covenants, terms, and conditions contained herein, the Parties agree as follows:

**1. Paragraph A.2. of the Original Contract is amended to read as follows:**

“2. (Points of Delivery and Pressure). That water shall be furnished at a reasonably constant pressure at the points of delivery, at the maximum rates of flow, and in the total maximum monthly amount shown below:

a. Louisville Road                      500 gallons per minute

b. KY 1430 at Ben Irvin              500 gallons per minute

Total Maximum: 20,000,000 gallons per month

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If a greater pressure than that normally available at either 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, 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.”

**2. Paragraph B.1. of the Original Contract is amended to read as follows:**

“1. (Rates and Payment Date). To pay the City, no later than the 15<sup>th</sup> day of each month, for water delivered in accordance with the following schedule of rates:

Step	Effective Date	Per 1,000 Gallons
1	January 1, 2020	\$2.45
2	July 1, 2020	\$2.49
3	July 1, 2021	\$2.56
4	July 1, 2022	\$2.64
5	July 1, 2023	\$2.72

**3. Paragraph C.5. of the Original Contract is amended to read as follows:**

“5. (Rate Modification). Commencing on July 1, 2024, the City shall have the right to adjust or modify the wholesale rate for

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forth in paragraph B.1. to reflect changes in the City's cost of providing water service to the Purchaser. Thereafter, the City may adjust, from time to time, the wholesale rate, but not more frequently than once every two (2) years. Any increase or decrease in the wholesale rate shall be based on a demonstrable increase or decrease in the costs of performance hereunder."

- 4. A new section is added to Paragraph C of the Original Contract.** The new section reads as follows:

"10. Minimum Purchases. The District shall purchase from the City a minimum of 72 million gallons per calendar year. In the event the District fails to purchase the minimum amount in any calendar year, the City shall calculate the deficit and submit an invoice to the District on or before the last business day of January for the amount owed by the District. The District shall have 30 days to pay the invoice. In the event the District uses more than the minimum amount in a particular year, the surplus amount shall **not** be carried forward to the next calendar year."

- 5. Effective Date.** The Effective Date of this Thirteenth Addendum shall be the date upon which the Kentucky Public Service Commission accepts it for filing.

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6. **Conflicting Terms.** Any and all terms, conditions, and provisions of the Original Contract and the Addendums which conflict with the provisions of this Thirteenth Addendum shall be deemed null and void as of the Effective Date of this Thirteenth Addendum.

7. **Other Terms Still Valid.** Except as modified by this Thirteenth Addendum, the terms, conditions, and provisions of the Original Contract, as modified by the Addendums, shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto acting under authority of their respective governing bodies have caused this Thirteenth Addendum to the Original Contract to be duly executed in multiple counterparts, each of which shall constitute an original.

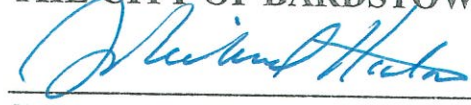
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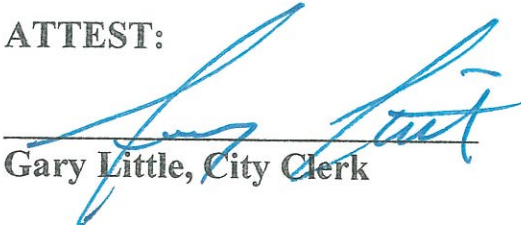
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THE CITY OF BARDSTOWN, KENTUCKY

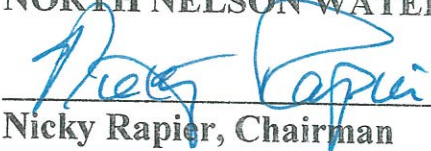
  
\_\_\_\_\_  
J. Richard Heaton, Mayor

Date: 11-20-2019

ATTEST:


  
\_\_\_\_\_  
Gary Little, City Clerk

NORTH NELSON WATER DISTRICT

  
\_\_\_\_\_  
Nicky Rapier, Chairman

Date: 11/18/19

ATTEST:

  
\_\_\_\_\_  
Don Mudd, Secretary

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