

CONTRACT

THIS AGREEMENT, made and entered into, by and between CITY OF NICHOLASVILLE, a Kentucky Municipal Corporation, hereinafter referred to as "City", with offices at 517 North Main Street, Nicholasville, Kentucky 40356; and JESSAMINE COUNTY WATER DISTRICT NO. 1, a water district created and existing under the laws of the State of Kentucky, with offices at 200 West Maple Street, Nicholasville, Kentucky 40356, hereinafter referred to as "District";

WHEREAS, the District provides retail water service to customers in the northern section of Jessamine County, Kentucky;

WHEREAS, a portion of its territory consists of a portion of the Orchard Subdivision, formerly known as the John C. Watts farm,

WHEREAS, the Orchard is likewise in the service area for water service by the City of Nicholasville;

WHEREAS, it is believed by the parties hereto that the City of Nicholasville is better equipped to provide and can provide better water facilities for said subdivision;

WHEREAS, it is contemplated that there is a need for better water pressure and service to the customers of the district;

WHEREAS, it is believed that the City of Nicholasville can be helpful and instrumental in bringing about said results;

WHEREAS, the parties desire to amicably settle and resolve any territorial boundary disputes;

NOW THEREFORE, it is hereby agreed between the parties that the City shall from even date, provide and furnish to the

**PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE**

SEP 22 1984

PURSUANT TO 807 KAR 5.011,
SECTION 2(1)

BY: _____
FOR THE DISTRICT

Orchard Subdivision, formerly the John C. Watts farm, which is located on the east side of U. S. Highway 27 and consists of the extreme northern portion of the city limits of the City of Nicholasville, all water facilities for residential commercial and industrial uses that may now or hereafter be required by customers of that property.

This agreement, however, is subject to certain additional terms and conditions which are outlined and enumerated as follows:

1. The City will provide a location for the installation of the master meter pit at the northwest corner of the Orchard or the John C. Watts farm. The placement of said meter and any moving expenses shall be borne entirely by the City.

2. As part of the consideration for improved services to the customers of the District, the City, at its expense does hereby covenant and agree that it will extend a ten inch (10") line from the new meter pit to the north boundary of the Property now owned by B & S Equipment, Inc. The construction of said line shall be consistent with general practices of construction of like facilities and shall be done on or before three (3) years from the date of this agreement upon request of the District.

3. In order to provide more accurate readings and measurement of usage by the District it shall be the duty and expense of the City to perform tests of the master meter to be conducted by experts in the area of meter testing. Such test shall be made every three (3) months from the date of this agreement for a period of two (2) years. Any discrepancy between billing and the testing results shall be adjusted between the parties. In the event that the test and the actual reading of the meter show a continued or substantial discrepancy

**PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE**

SEP 22 1994

**PURSUANT TO 807 KAR 5.011,
SECTION 9(1)**

BY: *[Signature]*
FOR THE PUBLIC SERVICE COMMISSION

then the parties hereby agree to negotiate at the end of two (2) years the further requirement of testing should same be deemed necessary and desirable by the parties.

4. It is understood that the parties hereto have a current wholesale water agreement whereby the City serves and sells to the District water at wholesale rates. The parties do ratify and reaffirm said agreement which is dated the 10th day of August, 1964 and all subsequent amendments thereto. However, the parties further desire and by the execution of this agreement do hereby amend the effective date of said contract to the year of 2025. However, said ratification is subject to all of the terms and conditions contained in said agreement and any and all amendments adopted subsequent to said agreement. It is further agreed that the City shall provide all water needs of the District as to volume and quantity required by the District, including but not limited to, all necessary repair and up-grading or improvement of its existing system to provide the water District with reasonable service and supply. It is understood, however, that the volume and quantity of water required by the District is subject to the terms and conditions contained in the contract described above. It is recognized that there will be certain times during emergencies when the volum and quantity of water could be affected. The City further covenants to provide minimum delivery hydraulic head of elevation 1130, save and except for emergencies described above.

5. It is further agreed between the parties that the City at its expense will arrange for the relocation of existing services to District customers on the west side of U. S. 27 which are currently being served by the District. The District agrees to provide

**PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE**

SEP 22 1994

**PURSUANT TO 807 KAR 5.011,
SECTION 4(1)**

BY: _____
FOR THE _____

the City with sufficient information and advance notice of its needs and requirements for the relocation of its existing services to said customers.

6. As part of the consideration for the extension of the Contract referred to above, it is agreed that the District may buy water from other wholesalers, however, it is likewise understood that the City has made certain expansions of its water treatment plant and thereby the District agrees to purchase not less than eighty percent (80%) of its water needs from the City.

7. In order to eliminate any other or future boundary disputes, it is agreed that the City has no other claims and will not claim any portion of the territory of the District which shall be the north property line of the Orchard Subdivision or the John C. Watts farm on the east side of U. S. Highway 27 and shall be the north property line of the C. R. Hager property which is located on the west side of U. S. Highway 27.

8. This agreement constitutes the whole agreement between the parties and may not be altered or modified unless in writing. It shall take effect immediately as of the date of execution unless otherwise provided for herein. The contract is subject to approval of Kentucky Public Service Commission, and the Farmers Home Administration.

Given under our hands in duplicate this 10th day of August ~~June~~, 1982.

CITY OF NICHOLASVILLE, A Municipal Corporation

BY: Billy Lockridge
MAYOR

[Signature]
CITY CLERK

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

SEP 22 1984

PURSUANT TO 807 KAR 5.011,
SECTION 9(1)

BY: [Signature]
FOR THE PUBLIC SERVICE COMMISSION

JESSAMINE COUNTY WATER DISTRICT NO. 1

BY: [Signature]
COMMISSIONER

BY: William N Casady
COMMISSIONER

BY: Frank M. [Signature]
COMMISSIONER

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

SEP 22 1994

PURSUANT TO 807 KAR 5.011,
SECTION 9 (1)

BY: Jordan [Signature]
FOR THE PUBLIC SERVICE COMMISSION