

AMENDMENT TO AGREEMENT

This **AMENDMENT TO AGREEMENT**, dated this ____ day of June, 2021, by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT** ("LFUCG"), an urban county government duly created and existing pursuant to the provisions of Chapter 67A of the Kentucky Revised Statutes, and the **JESSAMINE-SOUTH ELKHORN WATER DISTRICT** ("Water District"), a water district duly created and existing pursuant to the provisions of Chapter 74 of the Kentucky Revised Statutes.

WITNESSETH:

WHEREAS, LFUCG and the Water District previously executed an Agreement dated January 3, 2003 ("Agreement"), pursuant to which LFUCG has been providing sanitary sewer service to a Service Area ("Service Area") in northern Jessamine County via LFUCG's West Hickman Wastewater Treatment Plant; and

WHEREAS, the Water District has received a request for the provision of sanitary sewer service to the site of a proposed school in northern Jessamine County; and

WHEREAS, the Water District has determined that sewage generated by the proposed site should be treated by LFUCG at its West Hickman Wastewater Treatment Plant, given the proximity of the site to the West Hickman Wastewater Treatment Plant and to the existing Service Area in northern Jessamine County; and

WHEREAS, the Service Area described in the Agreement does not presently encompass the site of the proposed school and the existing Service Area would need to be expanded in order to authorize the provision of sanitary sewer service to the proposed site under the Agreement between LFUCG and the Water District; and

WHEREAS, LFUCG has determined that the proposed expansion of the Service Area is consistent with the purposes of the Agreement and is willing to agree to the proposed expansion of the Service Area in order to facilitate the provision of sanitary sewer service under the Agreement, provided that all other terms, conditions, commitments, and obligations of the Agreement shall remain unaffected and in force and effect, including but not limited to the limitation on capacity (i.e., that average sewage flows shall not exceed 2,000,000 gallons per day of sewage generated in the Service Area); and

WHEREAS, LFUCG and the Water District desire to amend the Agreement to reflect an expanded Service Area for sanitary sewer service under the Agreement.

NOW, THEREFORE, for and in consideration of the mutual promises and obligations made and exchanged herein, LFUCG and the Water District hereby agree as follows:

1. The Agreement between LFUCG and the Water District, dated January 3, 2003, be and hereby is amended by substituting the following for Paragraph 1 of the existing Agreement:

1. **SERVICE AREA**. The Service Area (hereinafter "Service Area") includes land located in northern Jessamine County in the South Elkhorn Creek Watershed and the West Hickman Creek Watershed depicted and more particularly described on Exhibits A and B to the Agreement, which are attached to the Agreement and incorporated herein by reference.

The Service Area shall also include those lands located in northern Jessamine County as depicted and more particularly described on Exhibit A to the Amendment to the Agreement, which is attached to the Amendment to Agreement and incorporated herein by reference.

2. That, in the interest of providing up to date information regarding notices required under the Agreement, Paragraph 19 of the Agreement between LFUCG and the Water District, dated January 3, 2003, be and hereby is amended in part as follows:

- a. With regard to notices to Lexington-Fayette Urban County Government, the address given for notices to Director, Division of Sanitary Sewers, be and hereby is replaced with the following:

Director
Division of Water Quality
125 Lisle Industrial Ave
Suite 180
Lexington, KY 40511

- b. With regard to notices to the Water District, the address given for the Jessamine-South Elkhorn Water District be and hereby is replaced with the following:


Chairperson
Jessamine South-Elkhorn Water District
802 South Main Street
Nicholasville, KY 40356

- c. All other addresses provided for notices required by the Agreement remain valid and shall be unaffected by this amendment. The requirement of certified mail for notices required by the Agreement shall be unaffected by this amendment.


3. All other provisions of the Memorandum of Agreement dated January 3, 2003, shall be unaffected by this amendment and shall otherwise remain in force and effect.

IN WITNESS WHEREOF, the parties hereto have caused their respective signatures to be affixed hereto by their proper officers duly authorized, all of the day and year first above written.

**JESSAMINE-SOUTH ELKHORN
WATER DISTRICT**

BY: 
ITS: Chairperson
Pursuant to Resolution _____
Passed _____

ATTEST:


Secretary

**LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT**

BY: _____
ITS: Mayor
Pursuant to Resolution _____
Passed _____

ATTEST:

Council Clerk