

AMENDMENT TO SEWER CONTRACT

THIS AMENDMENT TO SEWER CONTRACT is made and entered into by and between the City of Madisonville, Kentucky, P. O. Box 705, Madisonville, Kentucky 42431, ("Madisonville") and the City of Hanson, Kentucky, City Hall, 53 Sunset Road, Hanson, Kentucky 42413 ("Hanson") and has an effective date of June 1, 1995, irrespective of the actual date of execution;

WITNESS: THAT, WHEREAS, Madisonville and Hanson entered into a Sewer Contract dated as of June 25, 1984; and

WHEREAS, Madisonville is currently constructing a new waste water treatment plant west of Madisonville on the Bean Cemetery Road with funds borrowed from the Kentucky Infrastructure Authority which requires that the City of Madisonville enact an ordinance establishing new sewer rates and fees to be charged which will general funds sufficient to pay the expenses associated with the construction and operation of the waste water treatment plant; and

WHEREAS, it is the desire of Madisonville and Hanson to amend said Sewer Contract upon the terms and conditions herein stated;

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements of the parties set forth herein, the receipt and sufficiency of said consideration being hereby acknowledged, the City of Madisonville and the City of Hanson do hereby agree as follows:

Effective June 1, 1995, Hanson shall pay unto Madisonville a sewer user fee of \$1.95 for each 1,000 gallons of Hanson's waste water and sewage treated by the Madisonville Waste Water Treatment Plant as measured by the flow meter at the Madisonville Pump Station No. ____.

In the event the existing Waste Water Treatment Plant located at 1000 McCoy Avenue remains in service after June 1, 1996, effective June 1, 1996, Hanson shall pay unto Madisonville the sum of \$2.50 for each 1,000 gallons of waste water and sewage as measured by the flow meter at the Madisonville Pump Station No. ____.

Said rate shall remain in effect until such time as said Waste Water Treatment Plant has been taken out of service, at which time the rate shall be recalculated utilizing the approach and formula set

forth above.

The actual costs incurred by Madisonville to treat all of the waste water at the Madisonville Waste Water Treatment Plant(s) shall be annually calculated at the conclusion of each fiscal year or within a reasonable time thereafter. Madisonville shall provide Hanson with a copy of its audited financial statements within 30 days of receipt of same. The sewer rates set forth above shall remain in full force and effect until January 1, 1997, at which time the rates shall be adjusted according to the formula set forth above based upon the actual previous year's cost figures as set forth in Madisonville's audited financial statements. Thereafter the sewer rates shall be adjusted annually on January 1 of each year utilizing audit figures for the previous fiscal year ending June 30.

All other terms of the June 25, 1984, Sewer Contract not inconsistent herewith shall remain in full force and effect.

IN WITNESS WHEREOF, the City of Madisonville and the City of Hanson have hereunto caused their duly authorized representatives to affix their names as authorized by resolutions of each governing body, the City of Madisonville on ^{Jan} ~~June~~ 20, 199⁸, and the City of Hanson on June ____, 1995.

CITY OF MADISONVILLE, KENTUCKY

By: Philip H. Terry
Philip H. Terry
Mayor

Attest:

Gina Munger
Gina Munger
City Clerk

CITY OF HANSON, KENTUCKY

By: Thomas A. Thomas
Mayor

Attest:

Patty R. Thomas
City Clerk

JAE.mea.0530Hanson.Adm