

2ND AMENDMENT
_____, 1994

**AMENDMENT TO AGREEMENT
BETWEEN THE CITY OF MADISONVILLE AND THE NORTH HOPKINS WATER
DISTRICT FOR THE SALE AND PURCHASE OF TREATED WATER**

THIS AMENDMENT TO AGREEMENT is made and entered into by and between the City of Madisonville and the North Hopkins Water District on this ____ day of _____, 1994;

WITNESS: THAT, WHEREAS, on April 15, 1979, the City of Madisonville and the North Hopkins Water District entered into an Agreement For The Sale and Purchase of Treated Water; and

WHEREAS, said Agreement has been previously amended by the parties on various occasions; and

WHEREAS, the parties desire to further amend said Agreement as herein provided;

NOW THEREFORE, for and in consideration of the mutual benefits each party will receive pursuant to said Agreement as amended, the parties do hereby agree to further amend the April 15, 1979, Agreement as follows:

1. The term of the Agreement is hereby extended and shall remain in effect for a period of forty (40) years from the date hereof.

2. Paragraph 4 of the Agreement is hereby amended to provide that the maximum amount of potable treated water to be supplied by the City of Madisonville to the North Hopkins Water District will not exceed 9 million gallons per month.

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The North Hopkins Water District agrees that except in emergency situations, and as reasonably practical, it will only pump water from the City of Madisonville to meet the District's needs between the hours of 6:00 p.m. and ending at 6:00 a.m.;

3. All other provisions of the April 15, 1979 Agreement as amended not inconsistent herewith are ratified and reaffirmed.

CITY OF MADISONVILLE

By: Philip H. Long
Mayor

ATTESTED BY:

Dina Munger
Clerk-Treasurer, City of
Madisonville, Hopkins County,
Kentucky

NORTH HOPKINS WATER DISTRICT

By: Billy Parker
Chairman

ATTESTED BY:

Areg Crowley
Secretary

