

AMENDMENT TO WATER SUPPLY AGREEMENT

This Amendment is made and entered into and between the city of Madisonville, Kentucky and the North Hopkins Water District on this 18 day of December, 2024;

WITNESSETH: On April 15, 1980, the city of Madisonville and the North Hopkins Water District entered into Agreement Between the City of Madisonville and the North Hopkins Water District for the Sale and Purchase of Treated Water; and

WHEREAS, the parties entered into an Amendment to said Agreement on November 24, 1982; and

WHEREAS, the parties hereto desire to further amend said Agreement as herein provided in order permit the city of Madisonville to charge a uniform rate for the sale of treated water to the North Hopkins Water District, the South Hopkins Water District and the Nebo Water District;

NOW, THEREFORE, for and in consideration of the mutual promises and agreements of the parties set forth herein, the receipt and sufficiency of which is hereby acknowledged, the parties with the intent to be legally bound do hereby agree as follows:

1. The variable rate schedule attached to the April 15, 1980 Agreement between the parties which attempted to establish a methodology for determining the rate to be charged for the treated water is hereby deleted in its entirety.

2. The city of Madisonville agrees to make available for delivery and use by the North Hopkins Water District potable treated water, meeting the applicable purity standards of the Kentucky State Board of Health, in such quantity has may be required by the North Hopkins Water District. The treated water supplied by the City to the District shall only be used for businesses and/or residences located in Hopkins County, Kentucky. The District does hereby covenant and agree that no portion of the treated water sold to it by the city of Madisonville will be offered for distribution and/or sold to any person, business or entity outside of Hopkins County, Kentucky.

3. Effective February 1, 2025, the rate to be charged by the city of Madisonville to the North Hopkins Water District shall be an amount equal to 90% of the rate charged by the city of Madisonville to Madisonville's 20,000 gallons per month or more as same may be ar
City Council by

**KENTUCKY
PUBLIC SERVICE COMMISSION**
Linda C. Bridwell
Executive Director

EFFECTIVE
2/1/2025
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

ordinance. The rate effective as of February 1, 2025 shall be \$4.98 per 1,000 gallons. The city of Madisonville shall provide the North Hopkins Water District notice of any proposed rate increase/decrease at least sixty (60) days prior to the effective date of any rate change. It is expressly agreed and under that any proposed rate change must be approved by the Kentucky Public Service Commission. Any rate change approved by the Kentucky Public Service Commission shall be effective upon approval of the Public Service Commission.

4. Should the city of Madisonville offer to any other water district or municipality (other than the city of Hanson, Kentucky), a rate that is more favorable than the rate established pursuant to this Agreement, then the rate herein shall be adjusted to match the more favorable rate. For the avoidance of doubt, this paragraph does not apply to the economic development rate discount of industrial rate agreements, or to compromised rates as a result of litigation.

5. This Agreement is contingent upon approval by the Kentucky Public Service Commission. Each party shall on a timely basis provide unto the Public Service Commission information reasonably requested by the Public Service Commission to approve the rate provided for herein.

6. The term of the Water Supply Agreement shall be extended by a period of ten (10) years from February 1, 2025 and shall automatically be extended for successive five (5) year terms unless either party notifies the other in writing at least 180 days prior to the expiration of the initial or renewal term that it does not wish to renew or extend such agreement.


7. All other provisions of the Water Supply Agreement not inconsistent herewith are ratified and reaffirmed by the parties.

CITY OF MADISONVILLE, KENTUCKY

NORTH HOPKINS WATER DISTRICT

By: Kevin Cotton
Kevin Cotton, Mayor

By: _____

 KENTUCKY PUBLIC SERVICE COMMISSION
Linda C. Bridwell Executive Director

EFFECTIVE 2/1/2025 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)