

AMENDMENT TO WATER PURCHASE CONTRACT

This Amendment to Water Purchase Contract is made and entered into and between the city of Madisonville, Kentucky and the South Hopkins Water District on this 27 day of December 2024;

WITNESSETH: On March 29, 1994, the city of Madisonville and the South Hopkins Water District entered into a Water Purchase Contract whereby the city of Madisonville agreed to provide unto the District potable treated water meeting the applicable purity standards of the Commonwealth of Kentucky in such quantity as may be required by the District not to exceed 1,800,000 gallons per month; and

WHEREAS, paragraph 5 of said Water Purchase Contract provided that the schedule of rates to be paid by the District to the City for water delivered pursuant to the Contract were subject to modification at the end of every one (1) year period; and

WHEREAS, the parties hereto desire to amend said Water Purchase Contract 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 city of Madisonville agrees to make available for delivery and use by the South 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 South 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 sale to any person, business or entity outside of Hopkins County, Kentucky.

2. Effective February 1, 2025, the rate to be charged by the city of Madisonville to the South Hopkins Water District shall be at the rate charged by the city of Madisonville to Madisonville's class of customers that use 20,000 gallons

**KENTUCKY
PUBLIC SERVICE COMMISSION**

Linda C. Bridwell
Executive Director

Linda C. Bridwell

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per month or more as same may be amended by the Madisonville City Council by ordinance. The rate effective as of February 1, 2025 shall be \$4.98 per 1,000 gallons. The city of Madisonville shall provide the South 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 by the Public Service Commission.

3. 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 to the water district 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.

4. This Contract is contingent upon approval by the Kentucky Public Service Commission. Each party shall on a timely basis provide unto the Public Service Commission all information reasonably requested by the Public Service Commission.

5. The term of the Water Supply Contract shall be extended by a period of ten (10) years from February 1, 2025 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.

6. All other provisions of the Water Purchase Contract not inconsistent herewith are ratified and reaffirmed by the parties.

CITY OF MADISONVILLE, KENTUCKY

SOUTH HOPKINS WATER DISTRICT

By: Kevin Cotton
Kevin Cotton, Mayor

By: *[Signature]*
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