

AMENDMENT

No. 3

This amendment modifies the Wholesale User Agreement (“**Agreement**”) for water sales between the Hardin County Water District No. 1 (“**District**”) and the Meade County Water District (“**Customer**”) which agreement was executed by District **October 30, 2002**, and filed by the Public Service Commission, December 4, 2002, **Filing No. T 63-1308**. Agreement was modified **March 29, 2005**, **PSC Filing No. TFS2006-01599**, and again, **September 19, 2006**, **PSC Filing No. TFS2008-00235**.

This Amendment No. 3 changes and replaces certain sections of Agreement, however all other sections and terms of Agreement not modified herein, shall remain in place and unchanged. Amendment No. 3 supersedes and replaces all previous amendments, effective on the date of execution below.

Both parties to this amendment do hereby agree that the following sections and language replace the same numbered sections of Agreement and shall remain in effect until modified again by both parties;

Section 10. Volume and Quantity, subsection c. shall be replaced with the following;

- c. **1,000** Gallons per minute which will be determined by District when observing the total flow rate at one or multiple connection points at any given time.

Section 10. Volume and Quantity, subsection d. shall be modified with the following;

- d. **1,400,000** Maximum day gallons. This amount will be determined from Customer’s daily records which they agree to provide as requested by District.

The remainder of this paragraph shall remain in place and unchanged.

Section 10. Volume and Quantity, subsection e., subsection i. (pertaining to Special Conditions of the Agreement and flows available at different interconnect points) shall be replaced with the following;

- i.1 *During District’s normal operations when the Pirtle Water Treatment Plant (PWTP) is producing water and the high service pumps are running, AND, during normal operations of District’s interconnection with Louisville Water Company (LWC), water may be delivered at Customer’s Highway 1600, Highway 144, New Salem Church Road, and Highway 313 interconnect locations. The following table shows the maximum available at each interconnect site, however, the total being provided at more than one location at any given time cannot exceed the combined total being provided at all locations taking water. The maximum available at each individual interconnect when water is only being provided at that location are as follows;*

<u>Location</u>	<u>Maximum Flowrate</u>
Highway 1600	542 gpm
Highway 144	400 gpm

Page 1 of 3

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~~Maximum Volume~~
Gwen R. Pinson
Executive Director

Gwen R. Pinson

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<i>New Salem Church Road</i>	<i>320 gpm</i>	<i>460,800 gpd</i>
<i>Highway 313</i>	<i>1,000 gpm</i>	<i>1,400,000 gpd</i>

*Total combined
at one or more
locations at any
one time*

<i>1,000 gpm</i>	<i>1,400,000 gpd</i>
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- i.2 *The committed flowrate and volume delivered by District when the PWTP and high service pumps are taken offline for scheduled maintenance, improvements, emergency repairs or any other reason, AND, during normal operation of LWC, shall be limited to the following amounts:*


*Total combined
at one or more
locations at any
one time*

<i>312 gpm</i>	<i>450,000 gpd</i>
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- i.3 *All water supply for this agreement may be purchased by District from the Louisville Water Company (LWC). In the event LWC interrupts its supply to District for any reason, Customer agrees that it will use its best efforts to maintain its own storage for backup supply. District will make every effort to restore its supply from LWC, but cannot control how long it would take to restore the LWC interconnection and may not be able to supply Customer 1.4 MGD during an interruption.*

Customer agrees that the New Salem Church Road location will feed a dead end main on Customer's distribution system. Should this main ever be looped or connected in a manner to feed a Customer's water storage tank, or a majority of its distribution system, the maximum allowed flow rate at this location may be changed or decreased by District, and, Customer agrees in advance to this possible change. The determination as to whether this change has occurred shall be at sole decision and discretion of District.

Customer also agrees to reimburse District for the actual costs to install the meter(s), backflow prevention and all other materials and labor to install the Highway 313 Interconnect. Customer agrees make payment in the amount of \$44,150 in accordance with Section 3. of the Wholesale User Agreement. Customer further agrees to provide additional payment, if any, after actual costs are determined.

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Hardin County Water District No. 1

Meter Connection Fee - Meade County Water District - 1882 & 144 New Interconnect

Per HCWD1 Tariff Sheet 7A, B and Wholesale User Agreement, Section 3 - Estimate Good Until August 1, 2018

Item No.	Description	Unit	Estimated Quantity	Unit Price	Price
1	6" Fl. X PE. Pipe	EA	1	\$310.99	\$310.99
2	8" Fl. X PE. Pipe	EA	1	\$433.31	\$433.31
3	55 9/16" Fl. X Fl. Pipe 6"	EA	1	\$232.11	\$232.11
4	33 1/4" Fl. X Fl. Pipe 6"	EA	1	\$205.82	\$205.82
5	26 1/8" Fl. X Fl. Pipe 6"	EA	1	\$166.38	\$166.38
6	41" Fl. X Fl. Pipe 8"	EA	1	\$277.30	\$277.30
7	24" Fl. X Fl. Pipe 8"	EA	2	\$223.08	\$446.16
8	8"x6" Flanged Reducer	EA	2	\$150.96	\$301.92
9	16"x8" MJxMJ Reducer	EA	1	\$275.86	\$275.86
10	8" Tee	EA	3	\$251.99	\$755.97
11	6" Tee	EA	1	\$122.49	\$122.49
12	8" 90 degree Bend	EA	1	\$220.21	\$220.21
13	6" 90 Degree Bend	EA	1	\$83.13	\$83.13
14	8" Gate Valve (Hand Wheel)	EA	3	\$798.31	\$2,394.93
15	6" Gate Valve (Hand Wheel)	EA	1	\$528.46	\$528.46
16	8" Flange Pack SS Bolts	EA	13	\$27.07	\$351.91
17	6" Flange Pack SS Bolts	EA	9	\$25.69	\$231.21
18	8" Backflow Preventor w/ Gate Valves "NRS"	EA	1	\$6,502.49	\$6,502.49
19	18x8 Concrete Vault	EA	1	\$12,351.00	\$12,351.00
20	6" Mag. Meter	EA	1	\$4,637.95	\$4,637.95
21	Crane Rental	LS	1	\$7,380.00	\$7,380.00
22	HCWD No. 1 Labor and Equipment	LS	1	\$5,439.59	\$5,439.59
22	Hole Coring	LS	1	\$500.00	\$500.00

TOTAL

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