

**AMENDMENT NO.2 TO  
WATER PURCHASE AGREEMENT**

This Amendment No. 2 ("Amendment 2") to the Water Purchase Agreement dated May 15, 2012 as amended September 10, 2014, is entered into this 20<sup>th</sup> day of September, 2016 by and between:

LOUISVILLE WATER COMPANY  
("LWC")  
A Municipally-owned Corporation  
Governed by the Board of Water Works  
Pursuant to KRS 96.230 through 96.310  
550 South Third Street  
Louisville, KY 40202

And

HARDIN COUNTY WATER DISTRICT NO.1 ("HCWD1")  
A Water District  
Operating Pursuant to KRS Chapter 74  
1400 Rogersville Road  
Radcliff, Kentucky 40160

In consideration of the mutual terms and conditions contained herein below, the receipt and sufficiency of which is hereby acknowledged, LWC and HCWD1 (collectively the "Parties") agree to further amend the current Water Purchase Agreement between LWC and HCWD1 as follows:

Paragraph 1 of the amended Water Purchase Agreement is amended to add paragraph "g":

LWC desires to make and HCWD1 is willing to accommodate certain changes in the current design and construction of the master meter and vault as well as in the materials to be used for the pipeline traversing the Salt River. Such changes are intended to protect the master meter and vault from the adverse effects of periodic flooding and to otherwise improve the durability of the improvements. In order to facilitate the requested changes in construction and materials, LWC agrees to pay HCWD1: (1) the increased construction costs HCWD1 incurs in constructing the master meter and vault; (2) any difference HCWD1 incurs in material costs and; (3) any increased construction costs for change orders made necessary as a result of the proposed changes, if any. LWC further agrees to pay HCWD1 the aggregate sum of such additional costs in one payment. It is presently estimated that such additional construction costs will be approximately \$260,100.00 for the Salt River crossing change order. It is understood and agreed that there may be other change orders made necessary by reason of the requested changes.

**RECEIVED**

5/23/2017


PUBLIC SERVICE  
COMMISSION  
OF KENTUCKY

Paragraph 5.b. of the current Water Purchase Agreement is amended as follows to add the following sentence to the beginning of the paragraph:


Notwithstanding the fact that the Parties agreed to install one 4 inch and one 6 inch <sup>meter and 3/4" dia</sup> pipeline servicing HCWD1, LWC agrees to charge and HCWD1 agrees to pay for wholesale water sales at a rate equivalent to the installation of three 4 inch <sup>meter and 3/4" dia</sup> pipelines. <sub>10-19-16</sub>

IN TESTIMONY WHEREOF, witness the signatures of the Parties by their duly authorized officers, as of the day and year first above written, it being understood and agreed that this Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.

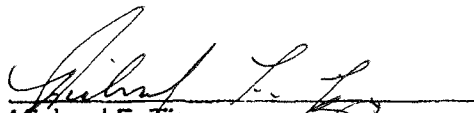
For the  
LOUISVILLE WATER COMPANY

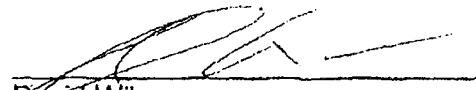
  
\_\_\_\_\_  
Spencer Bruce, PE  
President & CEO <sub>10-19-16</sub>

For the  
HARDIN COUNTY WATER DISTRICT NO.1

  
\_\_\_\_\_  
William Gossett, Chairman

Approved for Legality and Form:

  
\_\_\_\_\_  
Michael F. Tighe  
Interim General Counsel  
Louisville Water Company

  
\_\_\_\_\_  
David Wilson  
Skeeters Bennet Wilson & Pike

