

AMENDMENT

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 the District on March 29, 2005 and submitted to the Public Service Commission in March, 2005. This amendment changes and replaces certain sections of the Agreement, however all other sections and terms of the agreement not modified herein, shall remain in place and unchanged. This amendment also supercedes and replaces all previous amendments.

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

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 the District's normal operations when the Pirtle Water Treatment Plant (WTP) is producing water and the high service pumps are running, water may be delivered at the customer's Highway 1882, Highway 144, New Salem Church Road and Highway 1600 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>	<u>Maximum Volume</u>
<i>Highway 1600</i>	<i>542 gpm</i>	<i>780,000 gpd</i>
<i>Highway 144</i>	<i>400 gpm</i>	<i>576,000 gpd</i>
<i>Highway 1882</i>	<i>135 gpm</i>	<i>194,400 gpd</i>
<i>New Salem Church Road</i>	<i>320 gpm</i>	<i>460,800 gpd</i>
<i>Total combined at one or more locations at any one time</i>	<i>542 gpm</i>	<i>780,000 gpd</i>

I.2 The committed flowrate and volume delivered by the District when the WTP and high service pumps are taken offline for scheduled maintenance, improvements, emergency repairs or any other reason shall be limited to the following amounts:

<u>Location</u>	<u>Maximum Flowrate</u>	<u>Maximum Volume</u>
<i>Highway 1600</i>	<i>0 gpm</i>	<i>0 gpd</i>
<i>Highway 144</i>	<i>407 gpm</i>	<i>586,080 gpd</i>
<i>Highway 1882</i>	<i>135 gpm</i>	<i>194,400 gpd</i>
<i>New Salem Church Road</i>	<i>320 gpm</i>	<i>460,800 gpd</i>

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SECTION 9 (1)

By 
Executive Director

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locations at any
one time

542 gpm

780,000 gpd

The Customer agrees that the New Salem Church Road location will feed a dead end main on the 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 the District, and the 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 the District.

The customer also agrees to reimburse the District for the actual costs to install the meter(s), backflow prevention and all other materials and labor to install the New Salem Church Road Interconnect. The customer agrees to provide a deposit for the estimated cost which is \$13,250.00, prior to the installation of the interconnect. The Customer further agrees to provide additional payment, if any, after actual costs are determined.

The following representative(s) have been authorized to sign and execute this amendment and have read and agreed to its terms and conditions. A formal approval by the customer's governing body is required and the date of said approval shall be written below. This agreement is not valid until it has been reviewed and agreed to by the District's Board of Commissioners who will direct its representatives to sign and execute the agreement only after approval first by the customer and then by the District;

MEADE COUNTY WATER DISTRICT:

Joe Bartley
Signature of Authorized Representative

09/22/06
Date

Dorinda Schenck
Attest Signature of Authorized Representative

9-22-06
Date

August 15, 2006
Date of Approval action by Board of Commissioners, Meade County Water District

HARDIN COUNTY WATER DISTRICT NO. 1:

[Signature]
Signature of Authorized Representative

9/19/06
Date

[Signature]
Attest Signature of Authorized Representative

SEPTEMBER 19, 2006
Date of Approval action by District's Board of Commissioners

September 19, 2006
Date
**PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
12/6/2006
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)**
By [Signature]
Executive Director