

## AMENDMENT No. 5

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**”) that was executed by District **October 30, 2002** and filed with the Public Service Commission, December 4, 2002, **Filing No. T 63-1308**, and which was amended by agreement of the parties dated **March 29, 2005**, **PSC Filing No. TFS2006-01599**, again on **September 19, 2006**, **PSC Filing No. TFS2008-00235**, again on **June 23, 2018**, **PSC Filing No. TFS2018-00252**, and again on **August 31, 2021**, **PSC Filing No. TFS2023-00030**.

This Amendment No. 5 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 No. 5 supersedes and replaces all previous amendments, effective on the date of execution below and shall remain in effect until modified again by written agreement executed by both parties.

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

- c. **1,400** 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. **2,000,000** 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 interconnections with Louisville Water Company (LWC) and Hardin County Water District No.2 (HCWD No.2), water may be delivered at Customer’s Sand Ridge Lane, Clarkson 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 public service is being provided at that location are as follows:*

<b>KENTUCKY PUBLIC SERVICE COMMISSION</b> <b>Linda C. Bridwell</b> Executive Director 
<b>EFFECTIVE 12/13/2023 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)</b>

<u>Location</u>	<u>Maximum Flowrate</u>	<u>Maximum Volume</u>
<i>New Salem Church Road and Clarkson Road</i>	<i>220 gpm</i>	<i>26,400 gpd</i>
<i>New Salem Church Road and Sand Ridge Lane</i>	<i>220 gpm</i>	<i>26,400 gpd</i>
<i>Highway 313</i>	<i>1,500 gpm</i>	<i>2,000,000 gpd</i>
<i>Total combined at one or more locations at any one time</i>	<i>1,500 gpm</i>	<i>2,000,000 gpd</i>

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 and full capacity of the District's interconnections with LWC and HCWD No.2, shall be limited to the following amounts:*

<i>Total combined at one or more locations at any one time</i>	<i>1,000 gpm</i>	<i>1,440,000 gpd</i>
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i.3 *The water supply for this agreement may be purchased by District from LWC, and/or HCWD No.2, and/or Fort Knox. In the event District has a supply issue, 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 as soon as possible.*

*Customer agrees that the Sand Ridge Lane and Clarkson Road locations will feed a dead end main on Customer's distribution system. Should these mains 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 these locations may be changed or decreased by District, and Customer agrees in advance to this possible change. The Customer will notify the District in advance of plans to loop or connect these dead ends in their distribution system. The determination as to whether this change has occurred shall be at sole decision and discretion of the District.*



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 Customer's governing body is required and the date of said approval shall be written below. This amendment is not valid until it has been reviewed and agreed to by District's Board of Commissioners who will direct its representatives to sign and execute only after approval first by Customer and then by District;

MEADE COUNTY WATER DISTRICT:

Brett Pyles 11-2-23  
Signature of Authorized Representative Date

Jessie Novick 11-2-23  
Attest Signature of Authorized Representative Date

November 2, 2023  
Date of Approval action by Board of Commissioners, Meade County Water District

HARDIN COUNTY WATER DISTRICT No. 1:

William Gossett 11-8-23  
Signature of Authorized Representative Date

Jessie Novick 11-8-23  
Attest Signature of Authorized Representative Date

10-31-2023  
Date of Approval action by District's Board of Commissioners

