

## AMENDMENT No. 6

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 **December 13, 2023, PSC Filing No. TFS2023-00526**.

This Amendment No. 6 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. 6 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. **2,083** Gallons per minute which will be determined by the 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 *Provided that the District’s Pirtle Water Treatment Plant (PWTP) is operating at full and unrestricted capacity; AND*

*Provided further that the District’s interconnections with Louisville Water Company (LWC) and Hardin County Water District No.2 (HCWD No.2) are operating at full and unrestricted capacity; Then*

*The District agrees to deliver potable water at Customer’s Sand Ridge Lane, Clarkson Road, Highway 313, and Hwy 60 interconnect locations, subject to the limitations identified in Table I and II below.*

*Table I below sets forth the maximum flow rate the District agrees to deliver at the identified interconnections at any one time and the maximum vol*

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PUBLIC SERVICE COMMISSION

Linda C. Bridwell  
Executive Director

Linda C. Bridwell<sup>n.</sup>

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Table II below sets forth the maximum amount of potable water the District agrees to deliver to one or more interconnections at any one time and the maximum amount of potable water the District agrees to deliver to Customer on any one day.

TABLE I

	<u>Location</u>	<u>Maximum Flowrate</u>	<u>Maximum Volume</u>
a.(1)	New Salem Church Road and Clarkson Road	220 gpm	26,400 gpd
a.(2)	New Salem Church Road and Sandridge Lane	220 gpm	26,400 gpd
a.(3)	Highway 313	1,500 gpm	2,000,000 gpd
a.(4)	Highway 60 (MCWD's normal operations)	695 gpm	1,000,000 gpd
	Highway 60 (MCWD's emergency operations)	1,500 gpm	2,000,000 gpd

TABLE II

b.	Total combined at one or more locations at any one time <sup>1</sup>	2,083 gpm	2,000,000 gpd
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i.2 When the PWTP and high service pumps are taken offline for scheduled maintenance, improvements, emergency repairs or any other reason AND when the District's interconnections with LWC and HCWD No.2 are operating at full and unrestricted capacity, the committed flowrate and volume delivered by the District shall be limited to the following amounts:

Total combined at one or more locations at any one time	1,000 gpm	1,440,000 gpd
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<sup>1</sup> For clarification purposes, the District can deliver water at a rate of 2,083 gpm in aggregate across all interconnect locations for 16 hours in a singular day, continuous or intermittent, because the volume delivered would be 1,992,688 gpd, which would be under the maximum volume threshold of 2 million gpd. However, the District would not deliver at the maximum rate for 17 hours in a singular day, continuous or intermittent, because the volume delivered would be 2,083,000 gpd, which is over the maximum volume threshold.

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i.3 *The water supply for this agreement may be purchased by HCWD No.1 from the Louisville Water Company, and/or Hardin County Water District No.2, and/or Fort Knox. In the event HCWD No.1 has a shortage of water or in the event that the overall supply of water available to HCWD No. 1 is diminished, HCWD No. 1 may reduce flow rate and volume to Meade County Water District in an amount as necessary to ensure HCWD No. 1 meets its public water system demands as first priority. 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 the 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 location 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 HCWD No.1.*

*Customer agrees that per a hydraulic capacity analysis conducted by HDR Engineering in August 2023 that HCWD1's system could experience a low system pressure circumstance at the Hwy 60 interconnect if HCWD1's booster station in West Point is not "On". Therefore, to prevent a low system pressure scenario the Customer will, during their normal operations, limit the withdrawal flow rate to 695 gallons per minute at the Hwy 60 interconnect. In the event that the Customer's Hwy 313 interconnect is inoperable and the Customer is in an emergency circumstance that requires them to take all of their system demand from the Hwy 60 interconnect, they will be able to withdrawal up to 1,500 gallons per minute. The Customer will notify HCWD1 as soon as possible, preferably within one hour, of this emergency circumstance so that a low system pressure scenario can be avoided. MCWD commits that it will work in good faith to resolve such emergencies as expeditiously as possible to return the Hwy 60 interconnect back to the normal operations flow rate.*

*Customer also agrees to reimburse the District for the actual costs to install the meter, materials and labor for the Hwy 60 Interconnect. Customer agrees to make payment 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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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:

*Payle Curtis*  
Signature of Authorized Representative

8-30-24  
Date

*Brett Lyew*  
Attest Signature of Authorized Representative

8-30-24  
Date

August 27, 2024  
Date of Approval action by Board of Commissioners, Meade County Water District

HARDIN COUNTY WATER DISTRICT No. 1:

*[Signature]*  
Signature of Authorized Representative

August 27, 2024  
Date

*Ronch Hoekman*  
Attest Signature of Authorized Representative

August 27, 2024  
Date

August 27, 2024  
Date of Approval action by HCWD1 Board of Commissioners

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Executive Director

*Linda C. Bridwell*

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