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 October 30, 2002 and submitted to the Public Service Commission in December, 2002. 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.

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 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>Maximum Flowrate</u>	<u>Maximum Volume</u>
Highway 1600	542 gpm	780,000 gpd
Highway 144	400 gpm	576,000 gpd
Highway 1882	135 gpm	194,400 gpd
Total combined at two or more locations at any one time	542 gpm	780,000 gpd

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>Maximum Flowr</u>	ate <u>Maximum Volume</u>
Highway 1600	$0 \ gpm$	$0 \ gpd$
Highway 144	407 gpm	586,080 gpd
Highway 1882	135 gpm	194,400 gpd
<u>.</u>		PUBLIC SERVICE COMMISSION
Total combined		OF KENTUCKY
at one or more		EFFECTIVE
locations at any		5/4/2005
one time	542 gpm	PURSUANT TO 807 KAR 5:011 <i>78£000</i> 0 <i>\$p\$</i> (1)
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The customer also agrees to reimburse the District for the equipment and telemetry required to allow the District to remotely close the Customer's control valve located at the Highway 1600 Interconnect point, so that when the District's WTP is not operating, flow can be stopped at that point to prevent the District's tank from draining, or the District's pump station flows being diverted into the Customer's system. Said cost of reimbursement shall not exceed \$13,500.

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:	
De Butly	21 Mar 2005
Signature of Authorized Representative	Date
Donne Schenok	3-21-05
Attest Signature of Authorized Representative	Date
3-15-05	
Date of Approval action by Board of Commissioner	s, Meade County Water District
HARDIN COUNTY WATER DISTRICT NO. 1:	
Falin Settle	March 29 2005
Signature of Authorized Representative	March 29 7005 Date Minh 29, 2005
Attest Signature of Authorized Representative	Date
MARCH 29, 2005	
Date of Approval action by District's Board of Com	missioners

PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE

5/4/2005 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

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