

AMENDMENT

This second amendment modifies the first amendment, which added a third interconnect point to the Wholesale User Agreement ("Agreement") for water sales between the Hardin County Water District No. 1 ("District") and the City of Vine Grove ("Customer"), which first amendment was approved by both parties in November, 2004. The original agreement was executed by the District on July 30, 2002 and submitted to the Public Service Commission in September, 2002. This second amendment changes and replaces certain sections of the first amendment, 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 section of the first amendment 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. *Water will be delivered at three locations. The "Highway 313" location will be the primary delivery point, which will replace the previous point located on Highway 144. Other delivery points include the "Highway 391" and the "Creekvale Section 3" connection points. Maximum flow to all three points will be limited by the hydraulic differences between the customers and District's system which have not been tested or analyzed. The total being delivered at any combination of connection points cannot exceed the committed capacity. The new Highway 313 connection will be located on the west side of Highway 313, near the entrance to the Vineland Subdivision in Vine Grove. The Highway 313 connection vault shall include a meter which will be designed to provide a maximum flow rate of no more than 1,250 gallons per minute. This maximum flow rate is only that the meter is designed to physically provide, but does not increase or commit higher flows to the Customer than the original Agreement provides for.*
- ii. *(This paragraph remains unchanged from the first amendment)*

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;

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
11/30/2005
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)

By 
Executive Director

CITY OF VINE GROVE:

[Signature]
Signature of Authorized Representative

9/9/05
Date

[Signature]
Attest Signature of Authorized Representative

9/9/05
Date

HARDIN COUNTY WATER DISTRICT NO. 1:

[Signature]
Signature of Authorized Representative

10/26/05
Date

[Signature]
Attest Signature of Authorized Representative

10/26/05
Date

AUGUST 25, 2005
Date of Approval action by District's Board of Commissioners

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
11/30/2005
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)

By [Signature]
Executive Director