

**SECOND WATER
PURCHASE AGREEMENT**

BETWEEN

LOUISVILLE WATER COMPANY


AND

**HARDIN COUNTY
WATER DISTRICT No. 2**

SEPTEMBER 20, 2

**KENTUCKY
PUBLIC SERVICE COMMISSION**

Linda C. Bridwell
Executive Director



EFFECTIVE

12/7/2022

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

SECOND WATER PURCHASE AGREEMENT

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SECOND WATER PURCHASE AGREEMENT

This Second Water Purchase Agreement (the “Second Agreement”), is hereby entered into this 20th day of September, 2022 by and between:

LOUISVILLE WATER COMPANY

A Municipally-owned Corporation
550 South Third Street
Louisville, KY 40202

(“LOUISVILLE WATER”)

and

HARDIN COUNTY WATER DISTRICT NO. 2

A Water District
Governed by a Board of Commissioners
Pursuant to KRS Chapter 74
P.O. Box 970
1951 West Park Road
Elizabethtown, KY 42701

(“HCWD2”)

WITNESSETH:

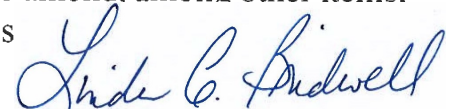
WHEREAS, Louisville Water Company (LOUISVILLE WATER) and Hardin County Water District No. 2 (HCWD2) previously entered into an Agreement (the “Water Purchase Agreement”) dated March 19, 2013, whereby LOUISVILLE WATER agreed to sell and HCWD2 agreed to purchase finished water;

WHEREAS, LOUISVILLE WATER and HCWD2 previously entered into a First Amendment to Water Purchase Agreement and Point of Delivery Addendum (“First Amendment”) whereby LOUISVILLE WATER and HCWD2 agreed to amend, among other items, Paragraph 1. Quantity of Water, Item A. and B. to revise the water availability and payment deadline to May 1, 2016;

WHEREAS, LOUISVILLE WATER and HCWD2 previously entered into a Second Amendment to Water Purchase Agreement (“Second Amendment”) whereby LOUISVILLE WATER and HCWD2 agreed to amend, among other items, Paragraph 1. Quantity of Water, Item A. and B. to revise payment deadline to May 1, 2017;

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WHEREAS, HCWD2 now anticipates needing additional quantities of finished water beyond the 5 MGD that is referenced in the Water Purchase Agreement due to the proposed construction of the Ford Blue Oval project in Glendale, Kentucky scheduled to begin production in 2025;

WHEREAS, HCDW2 and LOUISVILLE WATER now desire to enter into this Second Water Purchase Agreement (“Second Agreement”) to set forth mutually acceptable terms providing for the construction of improved facilities to deliver and commitments to purchase sufficient water to meet HCWD2 anticipated finished water needs;

WHEREAS, it is further understood that the Water Purchase Agreement, the First Amendment and the Second Amendment, shall remain in effect until such time as this Second Agreement is accepted for filing by the Public Service Commission (“PSC”) , at which time this Second Agreement will supersede the Water Purchase Agreement and its related amendments;

NOW, THEREFORE, in consideration of the terms and conditions set forth herein, LOUISVILLE WATER and HCWD2 (hereafter, collectively referred to as the “Parties”) agree as follows:

1. Quantities of Water to be Purchased.

LOUISVILLE WATER agrees to pay for and construct improved water mains and other related facilities (“Facilities”) as described more particularly in Exhibit A. LOUISVILLE WATER will further own, operate and provide for such Facilities continued maintenance and repair.

LOUISVILLE WATER further agrees to furnish finished water to HCWD2 through the Facilities up to the point of delivery (“Point of Delivery”). Such finished water shall comply with all applicable state and federal regulatory agency standards for the provision of finished water. LOUISVILLE WATER agrees to provide such finished water according to and at such capacities as are defined more particularly in Table 1 below.

HCWD2 agrees to buy such quantities of finished water according to and at such quantities as are defined more particularly in Table 2 below. The capacity of finished water to be made available by LOUISVILLE WATER to HCWD2 is set forth in Table 1 below:


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Wanda G. Bridwell Executive Director

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Table 1. Finished Water Supply Capacities to HCWD2

PHASE	Available By	Daily Capacity (MGD)
Current	5/1/2021	5
Phase 1	12/31/2026	7
Phase 2	12/31/2029	11

The minimum quantity of finished water to be purchased by HCWD2 (the “Total Minimums to be Purchased”) from LOUISVILLE WATER pursuant to the terms of this Second Agreement are set forth more particularly in Table 2 below:

Table 2. Total Minimums to be Purchased

Term	Year (s)	Total Minimum to be Purchased (average day)	Total Minimum to be Purchased (yearly)
Current	2022-2024	1 MGD	365 MG
One	2025	2 MGD	730 MG
Two	2026-2028	3 MGD	1,095 MG
Three	2029	5 MGD	1,825 MG
Four	2030-2035	6 MGD	2,190 MG
Five	2036-2063	7 MGD	2,555 MG
Six	2064-2074	6 MGD	2,190 MG

In addition to HCDW2’s commitment to purchase the minimum quantities of water according to and as specified in Table 2 above, HCDW2 further agrees that:

- a. During the Current Term (Year 2022-2024). HCWD2 shall continue to pay LOUISVILLE WATER on a monthly basis for the actual quantity of water it receives, but in no event shall HCWD2 pay for less than 365 million gallons of water per calendar year (average of 1 million gallons of water per day). HCWD2 agrees that if its actual water usage is less than the Current Term Annual Minimum that it will pay LOUISVILLE WATER the difference between the Current Term Annual Minimum and the value of the actual quantity used. HCWD2 agrees to pay such difference within thirty days of the end of the calendar year.
- b. During Term One (Year 2025). Beginning January 1, 2025, HCWD2 shall pay LOUISVILLE WATER on a monthly basis for the actual quantity of water it receives, but in no event shall HCWD2 pay for less than 730 million gallons of water per calendar year (average of 2 million gallons of water per day). HCWD2 agrees that if its actual water usage is less than the Term One Annual

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Minimum that it will pay LOUISVILLE WATER the difference between the Term One Annual Minimum and the value of the actual quantity used. HCWD2 agrees to pay such difference within thirty days of the end of the calendar year.

- c. During Term Two (Years 2026-2028). Beginning January 1, 2026 HCWD2 shall pay LOUISVILLE WATER on a monthly basis for the actual quantity of water it received, but in no event shall HCWD2 pay for less than 1,095 million gallons of water per calendar year (average of 3 million gallons of water per day). HCWD2 agrees that if its actual water usage is less than the Term Two Annual Minimum that it will pay LOUISVILLE WATER the difference between the Term Two Annual Minimum and the value of the actual quantity used. HCWD2 agrees to pay such difference within thirty days of the end of the calendar year.
- d. During Term Three (Year 2029). Beginning January 1, 2029 HCWD2 shall pay LOUISVILLE WATER on a monthly basis for the actual quantity of water it receives, but in no event shall HCWD2 pay for less than 1,825 million gallons of water per calendar year (average of 5 million gallons of water per day). HCWD2 agrees that if its actual water usage is less than the Term Three Annual Minimum that it will pay LOUISVILLE WATER the difference between the Term Three Annual Minimum and the value of the actual quantity used. HCWD2 agrees to pay such difference within thirty days of the end of the calendar year.
- e. During Term Four (Years 2030-2035). Beginning January 1, 2030 HCWD2 shall pay LOUISVILLE WATER on a monthly basis for the actual quantity of water it receives, but in no event shall HCWD2 pay for less than 2,190 million gallons of water per calendar year (average of 6 million gallons of water per day). HCWD2 agrees that if its actual water usage is less than the Term Four Annual Minimum that it will pay LOUISVILLE WATER the difference between the Term Four Annual Minimum and the value of the actual quantity used. HCWD2 agrees to pay such difference within thirty days of the end of the calendar year.
- f. During Term Five (Years 2036-2063). Beginning January 1, 2036 HCWD2 shall pay LOUISVILLE WATER on a monthly basis for the actual quantity of water it receives, but in no event shall HCWD2 pay for less than 2,555 million gallons of water per calendar year (average of 7 million gallons of water per day). HCWD2 agrees that if its actual water usage is less than the Term Five Annual Minimum that it will pay LOUISVILLE WATER the difference between the Term Five Annual Minimum and the value of the

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actual quantity used. HCWD2 agrees to pay such difference within thirty days of the end of the calendar year.


- g. During Term Six (Years 2064-2074). Beginning January 1, 2064 HCWD2 shall pay LOUISVILLE WATER on a monthly basis for the actual quantity of water it receives, but in no event shall HCWD2 pay for less than 2,190 million gallons of water per calendar year (average of 6 million gallons of water per day). HCWD2 agrees that if its actual water usage is less than the Term Six Annual Minimum that it will pay LOUISVILLE WATER the difference between the Term Six Annual Minimum and the value of the actual quantity used. HCWD2 agrees to pay such difference within thirty days of the end of the calendar year.

It is further understood and agreed that the minimum quantities of finished water to be purchased by HCWD2 specified in Table 2 above are based upon the LOUISVILLE WATER's estimated project cost for construction of the improved Facilities. Upon completion of the Facilities Louisville Water deems necessary to provide the additional capacities of finished water to be purchased by HCWD2, should the final project costs for improvement of the Facilities be greater than or less than 15% of the original expected cost of \$70,000,000.00 the Parties agree to adjust the minimum quantities of finished water to be purchased by HCWD2 specified in Table 2 based upon the increase or decrease in the Facilities construction cost. Such changes shall be reflected by revising Table 2 in a subsequent amendment to this Second Agreement.

Further, should any third-party, except Hardin County Water District No.1, offer to sell HCWD2 (upon such terms as HCWD2 is willing to accept) finished water at any time during the term of this Second Agreement, HCWD2 agrees (prior to acceptance of the offer) to first provide LOUISVILLE WATER with the Right of First Refusal to supply such finished water to HCDW2. In addition, should HCWD2 desire to sell all or any portion of its water system to any third-party, or to otherwise enter into an operations and maintenance agreement with a third-party providing for the operations and maintenance of any portion of its water system, HCWD2 further agrees (prior to offering or otherwise accepting such offers) to first provide LOUISVILLE WATER with the Right of First Refusal to purchase all or any portion of HCDW2's water system, or to otherwise provide for the operations and maintenance of services. HCWD2 agrees to make available in writing to LOUISVILLE WATER all relevant documents, materials, terms and conditions regarding any and all such third-party offers pertaining to any of the foregoing matters. Upon receipt of all materials, LOUISVILLE WATER agrees to pay HCWD2 no later than 30 days following receipt of such c

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and conditions, either exercising or otherwise declining to exercise its rights of first refusal as specified herein.

2. Quality of Finished Water.

Finished Water furnished by LOUISVILLE WATER pursuant to the terms of this Second Agreement shall be finished water that complies with all applicable water quality standards specified by the Environmental and Public Protection Cabinet of Kentucky, Division of Water as published and amended from time to time.

3. Disruption of Pressure at the Point of Delivery.

LOUISVILLE WATER shall provide finished water at the Point of Delivery at a minimum hydraulic grade line elevation of 650 feet mean sea level (the "MSL") and a maximum hydraulic grade line elevation of 690 feet MSL and at the capacities specified in Table 1 above.

The Point of Delivery is located at 11178 Battle Training Road, also known as 11178 KY Hwy 434, Lebanon Junction, Kentucky. The latitude of the Point of Delivery is 37.821506 and Longitude is 85.748018. The Point of Delivery is the Master Meter Vault in the strip of land on the southwest side of the intersection of KY Hwy 434 and the Rolling Fork River.

It is, however, further understood and agreed that failures to meet the specified pressure, schedule and/or capacities specified in Table 1 above that occur due to main breaks, power failure, flood, fires and/or use of water to fight fires, labor unrest, earthquake, tornado, third-party claims, supply chain disruptions and/or delays judicial and/or regulatory delays, other extraordinary circumstances and/or acts of force majeure that are not caused by the negligent or intentional acts of LOUISVILLE WATER shall excuse LOUISVILLE WATER from any failure to comply with the pressure requirements of this paragraph and/or the schedule and capacities specified in Table 1 for such reasonable period of time as may be necessary to resolve the situation.

During such times as any of the above stated circumstances exist and LOUISVILLE WATER is unable to meet the scheduling and/or provide the required pressure or capacities at the Point of Delivery, LOUISVILLE WATER will waive the required daily minimum quantities to be purchased by HCWD2 in Table 2 above for such period of time as the foregoing circumstances continue to exist.

LOUISVILLE WATER further covenants that it will not be held responsible for any interruption of service that is reasonably practical when LOUISVILLE WATER is unable to meet the required pressure or capacities at the Point of Delivery falling within the parameters of this paragraph that will result in interruption of the

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delivery of finished water according to the schedule, at the required pressures and/or capacities to HCWD2. LOUISVILLE WATER will deliver and/or restore such service to HCWD2 as soon as is reasonably possible. In the event of an extended shortage of water delivery or in the event that the overall supply of water available from LOUISVILLE WATER is diminished over an extended period of time, water service to HCWD2 shall be reduced or diminished in the same ration or proportion as the water service to LOUISVILLE WATER's other customers within the same customer class (except as may be necessary for the continued provision of necessary health services).

It is further understood and agreed that remedies for delays in delivery, disruptions in pressure specified in this paragraph and/or meeting the schedule or that cause reductions in the required capacities specified in Table 1 arising as a result of the circumstances described herein shall not constitute grounds to terminate this Second Agreement pursuant to paragraph 10 below.

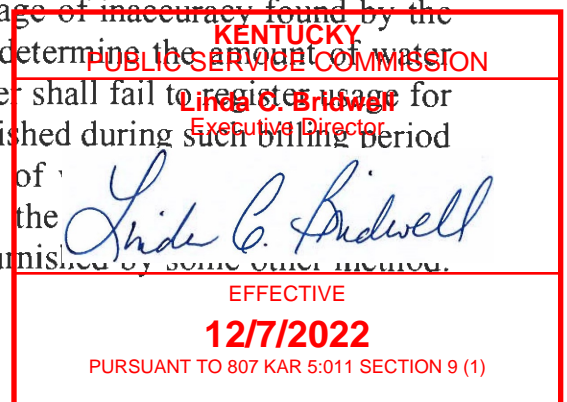
4. Master Meter.

LOUISVILLE WATER shall continue to own, operate and maintain the master meters located at the Point of Delivery. Point of Delivery is identified above in paragraph 3. As future consumption warrants, the initial master meters may be increased, upsized and/or modified as LOUISVILLE WATER deems reasonably necessary at no cost to HCWD2.

5. Meter Testing and Adjustment.

LOUISVILLE WATER will test the master meters located at the Point of Delivery once every year. Additional testing may be performed by LOUISVILLE WATER at its sole discretion, at any time. LOUISVILLE WATER will provide test results to the appropriate official or agent designated by HCWD2.

A meter registering within the acceptable limits as identified by AWWA standards shall be deemed to be accurate. A reading of any meter determined by test results to be inaccurate (registering outside of acceptable limits of AWWA standards based upon type of meter) shall cause billings for at least one, and up to three months previous to such test to be adjusted by the percentage of inaccuracy found by the relevant test, unless the Parties mutually agree to determine the amount of water furnished by some other method. If any master meter shall fail to register usage for any regular billing period, the amount of water furnished during such billing period shall be considered to be the same as the amount of corresponding billing period immediately prior to the mutually agree to determine the amount of water furnished by some other method.



LOUISVILLE WATER may make adjustments in the next billing period, as agreed upon by both parties, should the next reading be substantially higher or lower than the previous billing period prior to the one in which usage did not register. An appropriate official or agent designated by HCWD2 shall have access to the master meters for the purpose of collecting daily usage data and verifying the meters' readings.

6. Rates and Payments.

HCWD2 agrees to pay LOUISVILLE WATER's current standard wholesale water rate, currently \$2.55 per thousand gallons as identified in the Board of Water Works (BOWW) 2022 Rate Schedule. In addition, HCWD2 shall pay a flat monthly service charge fee based upon the size of the master meter(s). Such service charge will only be charged for meters that are in service, and actively delivering water to HCWD2. HCWD2 shall pay the same rates and charges as all other wholesale customers of LOUISVILLE WATER.

HCWD2 further acknowledges that LOUISVILLE WATER's wholesale water rate and monthly service charge fee will be reviewed and periodically adjusted by the BOWW and that upon such adjustment it shall pay LOUISVILLE WATER at the adjusted wholesale water rate adopted by the BOWW, subject to PSC approval. Further, LOUISVILLE WATER agrees to provide HCWD2 sixty (60) days written notice as soon as practical of any rate increases.

LOUISVILLE WATER agrees that in determining future rates, it will use cost-based, industry standard ratemaking methods, as identified in the American Water Works Association M-1 Rate Making Manual, a generally accepted authoritative guide for water utility rate making.

7. LOUISVILLE WATER Service Rules and Regulations.

The Parties further acknowledge and agree that the BOWW Service Rules and Regulations, including any amendments thereto, applicable to wholesale customers applies to the terms of this Second Agreement and are incorporated into this Second Agreement by reference.

8. Indemnity and Hold Harmless Agreement.

HCWD2 agrees to assume sole responsibility for the distribution and safety of the finished water it purchases pursuant to this Second Agreement from delivery and beyond. HCWD2 further agrees to indemnify and hold LOUISVILLE WATER from any and all claims, actions, damages, penalties and/or



losses that LOUISVILLE WATER sustains as a result in whole or in part from HCWD2's negligent or intentional failure to distribute and/or provide safe water quality within its water system including any issues that may result from the mixing of finished water purchased from LOUISVILLE WATER pursuant to this Second Agreement.

LOUISVILLE WATER agrees to assume sole responsibility for the distribution and safety of the finished water it distributes pursuant to this Second Agreement up to the Point of Delivery. LOUISVILLE WATER further agrees to indemnify and hold harmless HCWD2 from any and all claims, actions, damages, penalties and/or losses that HCWD2 sustains as a result in whole or in part from LOUISVILLE WATER'S negligent or intentional failure to distribute and/or provide safe water quality to the Point of Delivery.

9. PSC Review and Effective Date.

The Parties acknowledge that the terms of this Second Agreement shall become effective when it has been reviewed and accepted for filing by the PSC. LOUISVILLE WATER shall file an executed copy of this Second Agreement with the PSC. HCWD2 pledges its assistance to help expedite the PSC review process whenever possible. LOUISVILLE WATER shall give written notice of the Effective Date to HCWD2.

10. Term and Termination of Agreement.

This Second Agreement commences upon acceptance by the PSC, and shall expire on December 31, 2074, unless extended by written agreement of the Parties or otherwise terminated pursuant to the terms of this Second Agreement. Either party may terminate this Second Agreement with twelve (12) months advance written notice to the other party, in the event of any of the following:

A. For HCWD2 to terminate:

- (1) Repeated failure of LOUISVILLE WATER to meet water capacity requirements stated herein (except for failures related to events described in paragraph 3 above); or
- (2) Repeated failure of LOUISVILLE WATER to meet water quality requirements of the Environmental and Public Protection Cabinet of Kentucky (except for failures related to events described in paragraph 3 above); or



B. For LOUISVILLE WATER to terminate:

- (1) Repeated failure of HCWD2 to pay within forty-five (45) days of the due date for monthly finished water service described in this Second Agreement; or
- (2) Final revocation of HCWD2's authority to operate a water system by one or more governmental authorities having jurisdiction over such matters; or
- (3) Multiple findings against HCWD2 by the Environmental and Public Protection Cabinet of Kentucky or its successors, that HCWD2 has been classified as a significant non-complier resulting in LOUISVILLE WATER's being in violation of any drinking water regulations.

It is understood and agreed that the remedies specified in B.1 and B.2 above shall be in addition to, and not in lieu of other remedies available at law.

11. Authorization to Enter Into an Agreement.


HCWD2 shall obtain any approvals required for the purchase of finished water contemplated by this Second Agreement and LOUISVILLE WATER agrees to cooperate in obtaining any such approvals. HCWD2 affirms that it has the necessary authority to enter into this Second Agreement.

12. Jurisdiction.

As a result of Simpson County Water District v. City of Franklin, 872 S.W.2d 460 (Ky. 1994), the Parties acknowledge that the PSC has exclusive jurisdiction to resolved disputes concerning "rates and services" which may arise under this Second Agreement. Any other dispute arising under this Second Agreement shall be filed and be heard in the Circuit Court of Jefferson County, Kentucky.

13. Waiver.

Neither failure by LOUISVILLE WATER nor HCWD2 to assert its respective rights under any provision or term of this Second Agreement shall be construed as a waiver of that right or any other right at any time in the future.

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Linda C. Bidwell Executive Director

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14. Assignments.

The parties agree that this Second Agreement shall not be assigned without the written consent of the other party, such consent not to be unreasonably withheld.

15. Notices.

All notices required under the Second Agreement shall be in writing addressed as follows and sent Certified Mail, Return Receipt Requester:

If to LOUISVILLE WATER: President/CEO
Louisville Water Company
550 S. Third Street
Louisville, KY 40202

If to HCWD2: Chairman
Hardin County Water District No. 2
P.O. Box 970
1951 West Park Road
Elizabethtown, KY 42701

16. Severability of Provisions.

Should any provision or paragraph in this Second Agreement be held to be invalid or unlawful, the remaining provisions or paragraphs in the Second Agreement shall be fully enforceable and shall remain in full effect.

17. Entire Agreement.

Upon acceptance for filing by the PSC, this Second Agreement shall become the entire agreement between the parties regarding wholesale water sales by LOUISVILLE WATER to HCWD2 and shall supersede any and all other previous agreements regarding this matter, whether written or oral.

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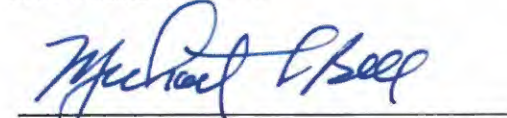
IN TESTIMONY WHEREOF, witness the signatures of the Parties by their duly authorized officers (as evidenced by resolutions of their respective governing boards) as of the day and year first above written, it being understood and agreed that this Second Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.

For
LOUISVILLE WATER COMPANY



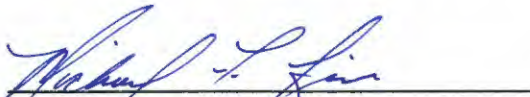
Spencer W. Bruce, PE
President & CEO

For
**HARDIN COUNTY WATER
DISTRICT NO. 2**



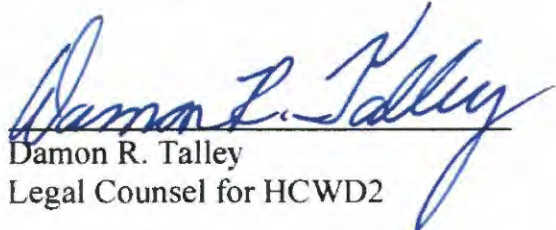
Michael L. Bell, Chairman

Approved for Legality and Form:



Michael F. Tighe
Vice President, General Counsel and
Corporate Secretary

Approved for Legality and Form:



Damon R. Talley
Legal Counsel for HCWD2

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Exhibit A

Louisville Water Facilities to be Constructed

Louisville Water will build, own, operate and maintain the water supply facilities detailed below to supply HCWD2's future needs for finished water. Facilities will be constructed in two Phases. Phase 1, scheduled for completion by December 31, 2026, will provide an additional 2 million gallons per day (MGD) to HCWD2 for a total capacity of 7 MGD. Phase 2, scheduled for completion by December 31, 2029, will provide an additional 4 MGD for a total capacity of 11 MGD to HCWD2.

Phase 1 Facilities to be constructed by Louisville Water include the following:

- Install 23,240+/- linear feet (LF) of 36-inch transmission main from the Salt River to the Chapeze Booster Pump Station (BPS).
- Install 13,200+/- LF of 30-inch transmission main from Clermont Tank (Audubon Drive) to the Belmont BPS.
- Expand the capacity of Louisville Water's existing Minor Lane BPS facility to meet HCWD2 contractual water supply requirements.
- Install a 3 (million gallon) MG elevated storage tank near the intersection of Wilson Creek Road and Pine Tavern Road in Bullitt County to support HCWD2 contractual water supply requirements.

Phase 2 Facilities to be constructed by Louisville Water include the following:

- Install 8,300+/- LF of 30-inch transmission main from Fairdale Road to South Park Pump Station.
- Install 25,400+/- LF of 30-inch transmission main from North Lakeview Drive to Louisville Water's Conestoga Tank in Bullitt County.
- Install 21,100+/- LF of 24-inch transmission main from Wilson Creek Road to Colesburg Road.
- Expand the Chapeze BPS capacity to meet HCWD2 contractual water supply requirements.

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- Expand Louisville Water’s master meter to HCWD2 located at 11178 Battle Training Road, also known as 11178 KY Highway 434 to meet HCWD2 contractual water supply requirements.

The foregoing specification of improvements to the Facilities are based on preliminary estimations of the improvements deemed reasonably necessary to meet the requirements of this Second Agreement. As it proceeds with construction of the improvements, LOUISVILLE WATER reserves the right to make such changes and/or modifications to the specified improvements as it deems in its reasonable discretion are necessary to meet the requirements of this Second Agreement.

