

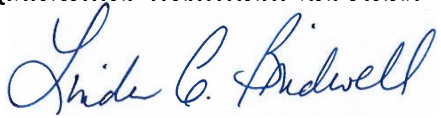
**AMENDMENT NO. 1 TO
WASTEWATER TREATMENT AGREEMENT
DATED NOVEMBER 20, 2018**

This Amendment No. 1 to Agreement (“Amendment”) is made and entered into as of the 21 day of October, 2025, by and between the **CITY Of ELIZABETHTOWN, KENTUCKY**, P.O. Box 550 Elizabethtown, Kentucky 42702, hereinafter referred to as the “City” and **HARDIN COUNTY WATER DISTRICT NO. 2**, 1951 West Park Road, P.O. Box 970, Elizabethtown, Kentucky 42702, a water district organized under the provisions of KRS Chapter 74 by order of the Hardin County Fiscal Court, hereinafter referred to as the “District.”

WITNESSETH

WHEREAS, the City and the District entered into a Wastewater Treatment Agreement dated November 20, 2018 (hereinafter “Agreement”), under which the District purchases wastewater treatment services from the City to provide wastewater services to a portion of the District’s service territory;

WHEREAS, the City and the District have agreed upon an additional area of the District’s system for which the City will provide wastewater treatment services and have established a daily flow limit;

KENTUCKY PUBLIC SERVICE COMMISSION
Linda C. Bridwell Executive Director 
EFFECTIVE 12/4/2025 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

WHEREAS, the passage of time has resulted in a number of other changed circumstances that the City and the District desire to reflect in this Amendment; and

WHEREAS, the City and the District will collectively be referred to as the “Parties.”

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms, and conditions exchanged in this Amendment, the Parties agree as follows:

1. **Section 3. Service Area.** Section 3 of the Agreement is amended to read as follows:

Section 3. Service Area. The Service Area is amended as depicted in revised **Exhibit A**, which is attached hereto and incorporated herein by reference. This area is designated as the “Glendale Service Area.” It is the intent by this revision to include properties in the Hardin County Water District No. 2 planning area which is generally located to the south of the City of Elizabethtown’s Valley Creek Wastewater Facility Planning Area. It is also understood that the planning area map is not parcel (property line) specific so for implementation purposes both parties agree that if a parcel or property is partially within the service area as shown on said exhibit they will meet to review the services to the property in question and will use the following as criteria for the decision to provide services to these parcels: land use, parcel size, topography, and presence of other infrastructure. The parties must mutually agree to serve any parcel or property after review.



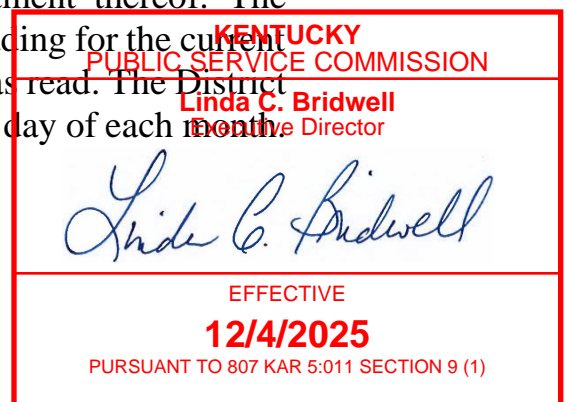
2. **Section 4. City's Agreement to Treat.** Section 4 of the Agreement is amended to read as follows:

Section 4. City's Agreement to Treat. Subject to the terms, conditions, and limitations set forth in this Agreement, the City shall adequately treat the wastewater generated in the Glendale Service Area, collected by the District, and conveyed to the Valley Creek Wastewater Treatment Plant (the "VCWWTP"). The City has no obligation under this Agreement to treat any wastewater generated outside the boundaries of the Glendale Service Area without prior approval by both Parties.

In order for both the City and the District to plan for future growth and expenditures of monies in preparation for the growth in the southern portion of Hardin County a daily flow limit is hereby established. The initial limit shall be 1.2 million gallons per day (MGPD) beginning with the calendar year 2026. Thereafter the flow limit shall increase 5 % each year until it reaches a maximum of 1.5 MGPD.

3. **Section 10. Billing and Payment Procedure.** Section 10 of the Agreement is amended to read as follows:

Section 10. Billing and Payment Procedure. The City shall furnish the District at the address shown in paragraph 23 of this Agreement, not later than the **fifth** business day of each month, an itemized statement of the amount of wastewater discharged by the District and treated by the City during the preceding billing cycle and the total charge for treatment thereof. The itemized statement shall include the meter reading for the current and previous month and the date the meter was read. The District shall pay those charges not later than the **25th** day of each month.



4. **Section 12. Initial Rate Schedule.** Section 12 of the Agreement is amended

to read as follows:

Section 12. Rate Schedule. The City's current wholesale rates for treating wastewater generated in the Service Area and discharged by the District at the VCWWTP are set forth in the schedule shown below

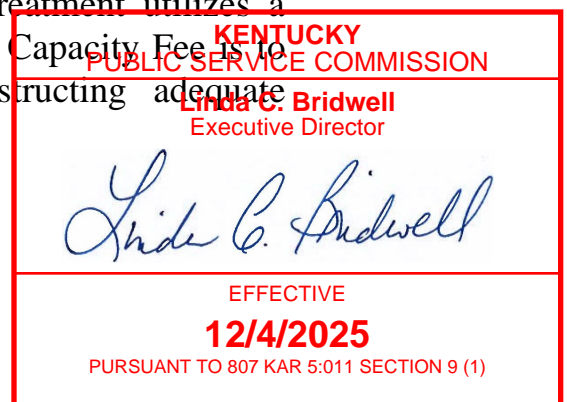
Usage (Gallons per Month)	Rate per 1,000 Gallons
First 2,000,000	\$3.01
2,000,001 to 5,000,000	\$2.85
5,000,001 to 15,000,000	\$2.70
Over 15,000,000	\$2.54

The rates the City will charge the District for treating wastewater must be approved by the Kentucky Public Service Commission ("PSC") and are subject to modification. The Parties agree that the City's wholesale wastewater treatment rates, as approved by the PSC at any given time, constitute the Rate Schedule referenced in this Agreement without need of a separate written amendment to this Agreement to reflect such PSC approved rates.

5. **Section 13. Capacity Fees.** Section 13 of the Agreement is

amended to read as follows:

Section 13. Capacity Fees. The City shall charge the District a one-time fee for each customer that the District connects to the District's wastewater collection system. This fee shall be referred to as a "Capacity Fee." The VCWWTP has the capacity to treat 13,000,000 gallons per day. Each gallon of wastewater that the District discharges to the VCWWTP for treatment utilizes a portion of this capacity. The purpose of the Capacity Fee is to reimburse the City for the cost of constructing adequate treatment capacity.

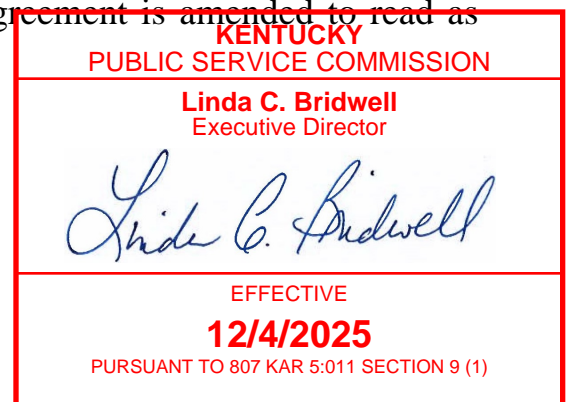


To facilitate the assessment and collection of these Capacity Fees, the Parties have agreed to standardize the Capacity Fees based upon customer classification. The table below sets forth these Standard Capacity Fees as set forth in Ordinance No. 10-2025 enacted by the City on April 7, 2025.

Standard Capacity Fees	
Residential Fee	
Single Family Housing	\$1,500
Multi-Family Housing	\$2,000 per Building + \$300 per Unit
Non-Residential Fee	
Building Less than 10,000 sq. ft.	\$2,000
Building 10,001 – 50,000 sq. ft.	\$3,500
Building Above 50,000 sq. ft.	\$5,000
Significant Industrial User Fee	
All Users	\$10,000

The District shall maintain an accurate record of all Capacity Fees due the City for each wastewater customer that connects to the District's wastewater collection system. The record shall include, at a minimum, the following information: each customer's name, location, and the amount of the Capacity Fee assessed to each customer. On or before the **25th** day of each month, the District shall remit payment to the City for the total amount of the Capacity Fees assessed by the District during the previous month. At the same time, the District shall also provide the City with an itemized list of the new wastewater customers that were connected by the District to its wastewater collection system during the previous month and the Capacity Fee for each customer.

6. **Section 23. Notices.** Section 23 of the Agreement is amended to read as follows:



Section 23. Notices. If at any time either Party desires or is required to give notice to the other Party pursuant to the terms of this Agreement, such notice shall be in writing and shall be hand delivered, mailed by certified mail, return receipt requested, or sent via electronic mail. Notice shall be effective upon receipt. Notices shall be given to the Parties at the following addresses or such other place or other person as each Party shall designate by similar notice:

As to the City:

City of Elizabethtown
P.O. Box 550
200 West Dixie Avenue
Elizabethtown, KY 42702
Attention: Mayor
Email: Jeff.Gregory@elizabethtownky.gov

As to the District:

Hardin County Water District No. 2
P.O. Box 970
1951 West Park Road
Elizabethtown, KY 42702
Attention: General Manager
Email: syouravich@hcwd2.org

7. All other terms of the Agreement dated November 20, 2018, shall remain in full force and effect, except as expressly modified, replaced or eliminated herein.




IN TESTIMONY WHEREOF, this Agreement has been executed in multiple counterparts, each of which is deemed to be an original, by the duly authorized officers and officials of the Parties.

CITY OF ELIZABETHTOWN, KENTUCKY

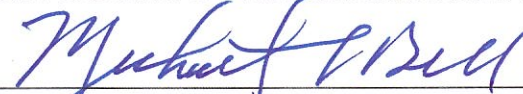
BY: 
Jeffrey H. Gregory, Mayor

DATE: 10/21/2025 | 9:47 AM EDT

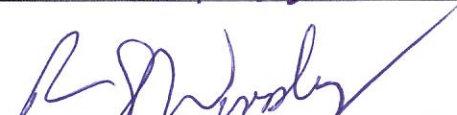
ATTEST: 
Jessica J. Graham, City Clerk

Pursuant to Municipal Order #65-2025 duly adopted by the Elizabethtown City Council on the 20th day of October, 2025.

HARDIN COUNTY WATER DISTRICT NO. 2

BY: 
Michael L. Bell, Chairman

DATE: 10-21-25

ATTEST: 
Brian S. Woosley, Secretary

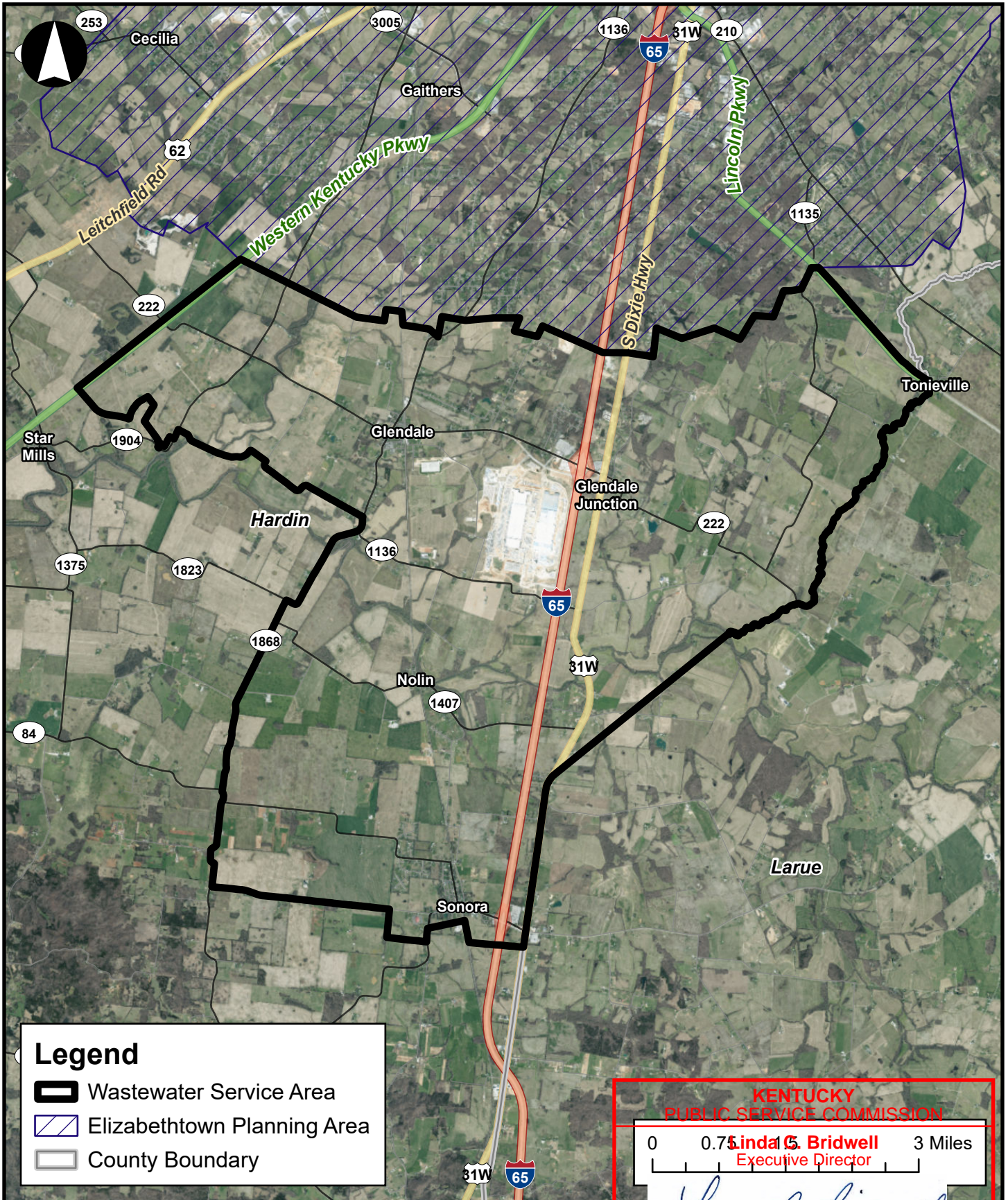
Approved by Resolution No. 2025-10-01 adopted by the Hardin County Water District No. 2 Board of Commissioners on October 21, 2025.



Exhibit A

Glendale Service Area Map

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Legend

- Wastewater Service Area
- Elizabethtown Planning Area
- County Boundary

**KENTUCKY
PUBLIC SERVICE COMMISSION**

0 0.75 1.5 3 Miles
Linda C. Bridwell
Executive Director

Linda C. Bridwell

Southern Hardin County Water District No. 2
Hardin County, Kentucky
EFFECTIVE 12/4/2025

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

