

Amended and Restated Wholesale User Agreement

This Amended and Restated Wholesale User Agreement ("Agreement") modifies the prior agreement for water sales between the Hardin County Water District No. 1 ("District") and the City of Vine Grove ("Customer") that was executed by District July 30, 2002 and filed as effective with the Public Service Commission September 1, 2002, Filing No. T 63-0290, Public Service Commission Case No. 2001-211; and by Amendment dated November 29, 2004, PSC Filing No. TFS2005-00822, and again on October 26, 2005, PSC Filing No. TFS2005-01776.

This Agreement supersedes and replaces all previous agreements and amendments, effective on the date of execution below and shall remain in effect until modified again by written agreement executed by both parties.

1. **Applicability:** Any Customer who qualifies as a Wholesale Customer based on the approved tariff and rules and regulations of the Hardin County Water District No. 1 ("District") shall qualify as a Wholesale Customer and will be eligible for a reduced water rate.
2. **Term:** Any qualifying Wholesale Customer may continue to purchase water from the District but may be limited in volume or flow rate as agreed to herein. If a Wholesale Customer reaches the agreed upon volume or flow rate, the District shall reserve the right to limit flows into the Customer's system in an amount that will reduce the volume to the agreed upon amount.
3. **Metering and Service Connections:** All new metering points, interconnects or pump stations shall comply in materials and construction standards to those adopted by the District and the Kentucky Division of Water and PSC. All metering equipment, vaults, valves, piping and backflow devices shall be specified by the District and shall become the property of the District who shall maintain and replace said equipment. The Customer shall be responsible to pay for all costs to connect to the District's system including all infrastructure, equipment, engineering and permit costs. Prior to beginning construction, engineering plans prepared by a Professional Engineer shall be submitted to the District for review and approval. The Customer will also be responsible for obtaining other permits as required from other local, state or federal agencies.
4. **Meter Testing and Accuracy:** The District shall be responsible to test and maintain any meters in accordance with PSC regulations and standards. If a meter is found to be inaccurate, the District shall bill or credit the Customer's account based on the difference between the inaccurate reading(s) and the average monthly amount for three accurate readings, or a prior year actual amount. The Customer will have the right to be present during any meter test or field maintenance. In the event a large billing error has occurred due to an inaccurate meter, the Customer shall have the option to re-pay the amount owed for a period of up to

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4/8/2026
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

notified of the additional amount owed.

5. **Billing Procedures:** All approved Customer billing policies of the District and those listed in the District's approved tariff shall apply to the wholesale Customer with the exception of a service discontinuance by the District for non-payment by the Customer or violation of any other rules. If a qualifying event or action occurs which the District believes should result in service interruption, the District shall notify the Customer in writing no less than 30 days before the cut-off date. The Customer shall have 30 days to respond to the notice providing any reasons why the interruption should not occur. The response from the Customer shall be presented to the District's Board of Commissioners who shall make a final decision on whether to proceed with the interruption, or take other action. Should the Board decide to proceed with service interruption, the cut-off date shall be no less than 15 days after the Board's decision and said date shall be given to the Customer.
6. **Rates and Charges:** The District shall charge the Customer all rates and charges as approved by the PSC and included in the District's tariff. All changes to rates shall be based on a cost of service analysis and shall be approved by the PSC prior to implementation. Prior notice of rate changes shall follow PSC regulations and wholesale Customers will be provided full rights prescribed by the PSC to object or intervene in any rate filing.
7. **System Development Charges:** The wholesale Customer is advised that the District's Board of Commissioners by resolution 2000-03 dated June 1, 2000, has formally supported the use of System Development Charges (SDC's) as a method to recover capital costs for system expansion from new Customers or existing Customers increasing their service demand or size. While the District has not formally submitted a request and method to the PSC to begin charging SDC's, all wholesale Customers are advised that a future increase in demand or requested guaranteed volume may require payment of future SDC's before the District will agree to increase capacity or volume above the amount or rate specified herein.
8. **Water Quality:** Water provided by the District shall meet all state and federal standards for water quality. The Customer may request Monthly Operating Reports or any other test results which the District will provide within 15 days after a request is presented. The wholesale Customer is also entitled to advance water quality data required for Consumer Confidence Reports as required under the Kentucky Natural Resources and Environmental Protection Cabinet - Division of Water, 401 KAR 8:075. The wholesale Customer agrees that any new connections will require a back-flow prevention device, as specified by the District, and will be paid for by the Customer.
9. **Release of Liability:** As a wholesale Customer, the wholesale Customer agrees to release and discharge the District from all claims or liability related to water quality or interruption of service and the Customer agrees that it shall maintain its own testing, sampling, system flushing and system maintenance as required by state laws and regulations applying to public water systems. This release shall be construed to release either party from any claim brought

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4/8/2026
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)**

party or to waive other legal rights or remedies allowed by state or federal laws.

10. **Volume and Quantity:** The Wholesale Customer agrees to limit their demand from the District to the following amounts which are measured by flow rate (gallons per minute) and maximum day in a calendar year. The only reason the District may deny a future connection is when the District has completed a hydraulic analysis of its system capacity by a Professional Engineer, and has found that;
- a. The District's existing Customers will be harmed by a decrease of service levels at or below those required by the PSC or Division of Water, or
 - b. The District's system capacity is not able to meet the additional demand placed on the system by the new connection without an additional and significant capital expense and investment which is deemed excessive or burdensome by the District's Board of Commissioners

The amounts agreed to be provided by the District under the terms of this agreement are:


- c. **1,200** Gallons per minute. This amount is applicable when observing the total flow rate at one or multiple connection points at any given time.
- d. **1,200,000** Maximum day gallons. This amount was determined from the maximum month consumption (18,975,000) of the previous ten years monthly consumption records with the addition of a 90 percent maximum daily peaking factor.
- e. Certain temporary maintenance or hydraulic conditions may cause the District to decrease or increase the above committed volumes. These may include required and scheduled maintenance of District facilities, unscheduled equipment breakdowns or flows available on off-peaks periods or times of the year which may provide additional flows to the Customer. The District will make every effort to give all wholesale Customers as much advance notice as possible of when flows may be reduced or interrupted so they may be prepared. The District will also attempt to plan scheduled maintenance during off season and off peak periods to minimize down time impacts to wholesale Customers. Special conditions which apply to this specific agreement are provided for below:

- i.1 *Provided that the Pirtle Spring Water Treatment Plant (PSWTP) 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 a full and unrestricted capacity; Then

The District agrees to deliver potable water.

Form as approved by Public Service Commission, Filing No. _____
PSC Case No. 2001-211
Page 3 of 6

KENTUCKY PUBLIC SERVICE COMMISSION Linda C. Bridwell Executive Director

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Road, Hwy 313, Hwy 391, Creekvale and Hill Street 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 volume per day at each interconnection.

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) Rogersville Road	1,000 gpm	1,000,000 gpd
a.(2) Highway 313	750 gpm	500,000 gpd
a.(3) Highway 391	300 gpm	250,000 gpd
a.(4) Creekvale	500 gpm	144,000 gpd
a.(5) Hill Street	500 gpm	144,000 gpd

TABLE II

- b.(1) Total combined at one or more locations at any one time 1,200 gpm 1,200,000 gpd
- i.2 When the PSWTP 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:
- b.(2) Total combined at one or more locations at any one time 500 gpm 720,000 gpd
- i.3 The water supply for this agreement may be purchased by HCWD No. 1 from the Louisville Water Company, and/or H

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**EFFECTIVE
4/8/2026**

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

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 the City of Vine Grove in an amount 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. The District will make every effort to restore its supply as soon as possible.

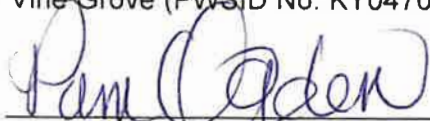
- f. If the Customer demand in a year reaches or exceeds the agreed maximum day demand, the District and the Customer agree to meet to determine if the Customer will be able to limit future demand or to cooperate with the District in financing or expanding its capacity.
- g. The District reserves the right to divide the total quantity disproportionately between multiple connection points or taps based on the available flow at any given point. The pressure delivered to a connection point shall meet levels regulated by the PSC and Division of Water and shall be measured as static against a closed valve.
- h. During a water shortage or drought, the District may reduce deliveries or flow rate to the Wholesale Customer in an amount as directed by regulatory agencies having authority to require said reduction, or the amount may be reduced by an amount or method as prescribed in the District's Water Shortage Response Plan which has been approved by the PSC or Division of Water. The District agrees to provide a reasonable notice of any reduction required to the Wholesale Customer.
- i. To be noted, the water service connection provided to Vine Grove's Wastewater Treatment Plant located on Ditto Lane is not part of the wholesale user agreement as that connection is a single service account and not a wholesale point.

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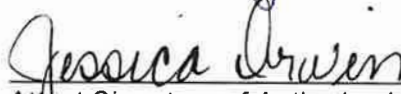
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11. **Execution and Signatures:** The following representative(s) of the Wholesale Customer have been authorized to sign and execute this agreement and have read and agreed to its terms and conditions. A formal approval by the Customer's governing 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:

City of Vine Grove (PWSID No. KY0470440):


Signature of Authorized Representative


2/3/2026
Date


Attest Signature of Authorized Representative

2/3/2026
Date

February 2, 2026
Date of Approval action by governing body of Vine Grove

Hardin County Water District No. 1 (PWSID No. KY0470393):


Signature of Authorized Representative

2/24/2026
Date


Attest Signature of Authorized Representative

2/24/2026
Date

February 24, 2026
Date of Approval action by District's Board of Commissioners

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