

EMERGENCY WATER SUPPLY AGREEMENT

by and between the

EDMONSON COUNTY WATER DISTRICT

and the

GREEN RIVER VALLEY WATER DISTRICT

THIS EMERGENCY WATER SUPPLY AGREEMENT, hereinafter referred to as "agreement", by and between **EDMONSON COUNTY WATER DISTRICT**, hereinafter referred to as **ECWD**, and **GREEN RIVER VALLEY WATER DISTRICT**, hereinafter referred to as **GRVWD**, is made and entered into as of the date last executed by the parties hereto as evidenced by the dates written herein below.

WHEREAS, the parties each currently owns, operates, and maintains a water supply distribution system with the current capacity capable of serving its present customers and estimated future growth; and

WHEREAS, the parties are in need of an Emergency Water Supply Agreement; and

WHEREAS, by resolution duly adopted on January 14th, 2020 by **ECWD's Commission**, this Agreement was approved and **ECWD's** Chairman and Secretary was authorized to execute this Agreement for and on behalf of the **ECWD's** Commission.

WHEREAS, by resolution duly adopted on January 16th, 2020 by **GRVWD's Commission**, this Agreement was approved and **GRVWD's** Chairman and Secretary was authorized to execute this Agreement for and on behalf of the **GRVWD's** Commission;

NOW, THEREFORE, for and in consideration of the mutual covenants, commitments, and conditions contained herein, the **ECWD** and **GRVWD** agree as follows:

1. QUALITY AND QUANTITY OF WATER

KENTUCKY PUBLIC GOVERNMENTS COMMISSION
Kent A. Chandler Executive Director

EFFECTIVE 2/25/2020 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

Both parties agree to furnish the other at the point of delivery hereinafter specified, during the term of this Agreement, potable, treated water meeting applicable purity standards of all appropriate state and federal regulatory agencies in times of emergency as defined in Paragraph 2 below and in quantities necessary to serve the other's retail customers. Should either party not have water available in excess of the quantities necessary to serve the other's retail customers, that party has no obligation to provide water to the other for the duration of the lack of excess water.

2. DEFINITION OF EMERGENCY

Emergency means any situation or event, natural or manmade, which impairs either party's water supply reserve or system such that (1) there is a disruption of the normal water supply functions to either parties' customers and (2) in order to protect the public health, an immediate supply of water is necessary.

3. RESTRICTION ON RESALE OF WATER

The water made available under this Agreement is only for use by retain customers (i.e. consumers) of either party and may not be sold on a wholesale basis to any other utility.

4. TERM

The term of this Agreement shall be for a period of one (1) year and shall automatically renew each year thereafter for a successive one-year term.

5. TERMINATION

Either party may terminate this Agreement at any time by giving written notice to the other party. Termination of this Agreement shall not prejudice the rights, nor relieve the obligations, accrued to the date of termination.

6. DECLARING AN EMERGENCY SITUATION

**KENTUCKY
PUBLIC SERVICE COMMISSION**

Kent A. Chandler
Executive Director



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

Water will be available only for emergency purposes as defined in Paragraph 2 above. The procedure for declaring an emergency shall be as follows. The Party declaring the Emergency shall notify the other party of its intention to declare a water emergency and shall inform that party of the nature and cause of the emergency, the number of customers affected by the emergency, the anticipated amount of water needed to abate the emergency and the anticipated duration of the emergency. Upon receipt of the information from the party declaring the emergency, the other party should concur a water emergency situation exists, the supplying party shall advise the other party of its concurrence and shall sell water to them in quantities to be determined and controlled by the supplying party's water available in excess of the quantities necessary to serve their own retail customers. Should they not have water available in excess of the quantities necessary to serve their own retail customers, they shall no obligation to provide water to the other party for the duration of the lack of water.

7. OPERATION OF SYSTEM

The either party shall, at all times, operate and maintain its water system in an efficient manner and shall take such action as may be reasonably necessary to perform its obligations under this Agreement. Temporary or partial failures to deliver water, when water is available in excess of the quantities necessary to serve the other's customers, shall be remedied with all possible dispatch upon discovery of any unknown breaks or unintentional disruptions of service lines. If and when discovered, the Seller shall inform the other party, by telephone, or by facsimile transmission, of the nature and extent of such temporary or partial failure to deliver water.

8. INITIAL WHOLESALE BILLING RATE

KENTUCKY PUBLIC SERVICE COMMISSION
Kent A. Chandler Executive Director

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The initial billing rate for water supplied to ECWD shall be at GRVWD's wholesale rate of \$2.59 per one thousand gallons. The initial billing rate for water supplied to GRVWD shall be at ECWD's wholesale rate of \$3.13 per one thousand gallons.

9. BILLING AND PAYMENT PROCEDURE

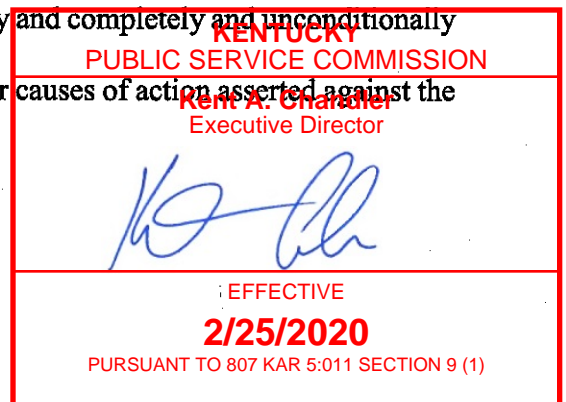
Either party shall furnish to the other, not later than the 10th day of each month, with an itemized statement of the amount of water furnished from the other party during the preceding month and the cost thereof. The party paying the bill shall pay those charges not later than the 25th day of each month. A ten percent (10%) late payment penalty shall be assessed if any portion of the bill remains unpaid after the due date. In addition, any amount remaining unpaid after the last day of the month shall be deemed delinquent and shall bear interest at the rate of two percent (2%) per annum until paid.

10. DISPUTED BILL

If a portion of any bill is in a bona fide dispute, the undisputed amount shall be paid when due. In the event either party is entitled to all or any portion of the disputed amount, such party shall also be entitled to interest on such amount at two percent (2%) per annum. In any dispute relating to the payment of money, the prevailing party shall be reimbursed by the non-prevailing party for the reasonable costs of resolving such disputes, including reasonable attorney and consulting fees. Use of the above procedure shall not be deemed an event of default under this Agreement.

11. INDEMNIFICATION

It is agreed and understood that both parties shall fully and completely and unconditionally indemnify and hold harmless the other party for any claims or causes of action asserted against the



other for providing emergency water to the other and any and all claims or causes of actions arising out of this Agreement.

12. EFFECTIVE DATE AND CONTINGENCIES

The parties acknowledge that this Agreement shall not become effective until it has been reviewed by the PSC. The Effective Date of this Agreement shall be the date the Agreement is approved by PSC. The term of this Agreement shall be measured from the Effective Date.

13. 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 or mailed by certified mail, return receipt requested. Notice shall be effective upon receipt. Notices shall be given to the parties at the following addresses or such other place as each party shall designate by similar notice:

(A) As to Edmonson County Water District:

Edmonson County Water District
PO Box 208
Brownsville, Kentucky 42210

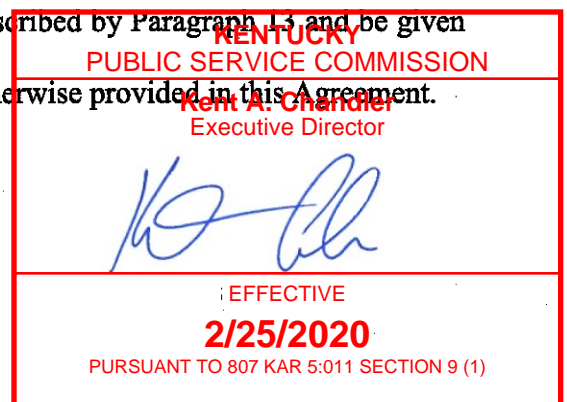
(B) As to Green River Valley Water District:

Green River Valley Water District
PO 460
Horse Cave Kentucky 42749

14. RESPONSE TO NOTICES

At any time either party desires or is required to respond to any notice pursuant to Paragraph 13, such response shall be made the manner prescribed by Paragraph 13 and be given within fifteen (15) days after receipt of the notice unless otherwise provided in this Agreement.

15. PARAGRAPH HEADINGS



The descriptive headings of the various paragraphs of this Agreement, have been inserted for convenience of reference only and shall in no way modify or restrict any of the terms and provisions thereof.

16. FORCE MAJEURE


If either party fails to perform any term or condition of this Agreement as a result of conditions beyond its control such as, but not limited to, war, strikes, fires, floods, drought, acts of God, governmental restrictions, power failures, or damage or destruction of any waterlines, or component, equipment, or other machinery, shall not be deemed a breach of this Agreement.

17. ENTIRE AGREEMENT; SEVERABILITY

This Agreement constitutes the entire agreement between the parties with respect to the subject matter contained therein. Any prior agreements concerning this subject matter are hereby revoked and rescinded. Except as otherwise provided herein, no subsequent alteration, amendment, change or addition to this Agreement shall be binding upon either party unless and until it is reduced to writing and signed by both parties. Should any provision of this Agreement be declared to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall remain in full force and effect unless such invalid or unenforceable provision substantially alters the benefits of the Agreement for either party.

18. SUCCESSORS AND ASSIGNS

This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. This Agreement shall not be assigned by either party without the written consent of the other party, which consent shall not be unreasonably withheld, unless such assignment or transfer is to a successor in the operation of its properties by reason of a merger, consolidation, sale or foreclosure where substantially all su... ed by

<p>KENTUCKY PUBLIC SERVICE COMMISSION Kent A. Chandler Executive Director</p>
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such a successor empowered by law and financially able to effect the purposes of this Agreement which it must assume and, thereafter, be exclusively responsible for the performance of the terms of this Agreement to be performed by either party hereunder.

19. SUCCESSOR


In the event of any occurrence rendering either party incapable of performing under this Agreement, any successor of either party, whether the result of legal process, assignment, or otherwise, shall succeed to the rights and obligations of the party and the terms of this Agreement shall be binding upon the successor in interest.

IN WITNESS WHEREOF, the parties hereto, acting under the authority of their respective governing bodies, have caused this Agreement to be duly executed in multiple counterparts, each of which shall constitute an original.

EDMONSON COUNTY WATER DISTRICT

By: 
JIMMY MILLS, Chairman

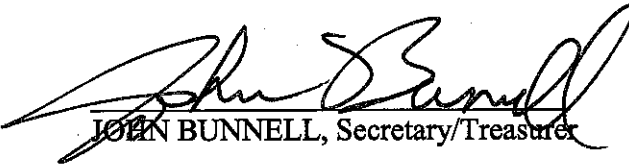
ATTEST:



BARRY RICH, Secretary/Treasurer

GREEN RIVER VALLEY WATER DISTRICT

By: 
PHILLIP DOYLE, Chairman

ATTEST:


JOHN BUNNELL, Secretary/Treasurer

KENTUCKY PUBLIC SERVICE COMMISSION
Kent A. Chandler Executive Director 
EFFECTIVE 2/25/2020 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

COMMONWEALTH OF KENTUCKY

COUNTY OF EDMONSON

Subscribed sworn to and acknowledged before me by EDMONSON COUNTY WATER DISTRICT, a municipal corporation organized and existing under the laws of the Commonwealth of Kentucky, by and through JIMMY MILLS, Chairman to be the free and voluntary act and deed of EDMONSON COUNTY WATER DISTRICT and JIMMY MILLS, Chairman.

This the 20 day of January, 2020.

Tony Sanders
NOTARY PUBLIC
MY COMM. EXPIRES: 6-14-22

COMMONWEALTH OF KENTUCKY

COUNTY OF EDMONSON

Subscribed sworn to and acknowledged before me by EDMONSON COUNTY WATER DISTRICT, a municipal corporation organized and existing under the laws of the Commonwealth of Kentucky, by and through BARRY RICH, Secretary/Treasurer to be the free and voluntary act and deed of EDMONSON COUNTY WATER DISTRICT and BARRY RICH, Secretary/Treasurer.

This the 20 day of January, 2020.

Tony Sanders
NOTARY PUBLIC
MY COMM. EXPIRES: 6-14-22

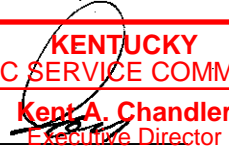

COMMONWEALTH OF KENTUCKY

COUNTY OF EDMONSON

Subscribed sworn to and acknowledged before me by GREEN RIVER VALLEY WATER DISTRICT, a municipal corporation organized and existing under the laws of the Commonwealth of Kentucky, by and through PHILLIP DOYLE, Chairman to be the free and voluntary act and deed of GREEN RIVER VALLEY WATER DISTRICT and PHILLIP DOYLE, Chairman.

This the 16 day of January, 2020.

Phillip Doyle
NOTARY PUBLIC
MY COMM. EXPIRES

KENTUCKY PUBLIC SERVICE COMMISSION
 Kent A. Chandler Executive Director

EFFECTIVE 2/25/2020 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

COMMONWEALTH OF KENTUCKY

COUNTY OF EDMONSON

Subscribed sworn to and acknowledged before me by GREEN RIVER VALLEY WATER DISTRICT, a municipal corporation organized and existing under the laws of the Commonwealth of Kentucky, by and through JOHN BUNNELL, Secretary/Treasurer to be the free and voluntary act and deed of GREEN RIVER VALLEY WATER DISTRICT and JOHN BUNNELL, Secretary/Treasurer.

This the 16 day of January, 2020.



NOTARY PUBLIC

MY COMM. EXPIRES: 3-16-2021

THIS INSTRUMENT PREPARED BY:

Goff & Goff, PSC
Attorneys at Law
53 Public Square
Leitchfield, KY 42754
(270) 259 9237

by:


THOMAS H. GOFF

**KENTUCKY
PUBLIC SERVICE COMMISSION**

Kent A. Chandler
Executive Director



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