

AGREEMENT BETWEEN HENDERSON COUNTY WATER DISTRICT
AND WEST DAVIESS COUNTY WATER DISTRICT

THIS AGREEMENT is made and entered into this the 4th day of March, 2009, to be effective immediately, by and between HENDERSON COUNTY WATER DISTRICT, Post Office Box 655, Henderson, KY 42419 ("HCWD") and WEST DAVIESS COUNTY WATER DISTRICT, 3400 Bittel Road, Owensboro, KY 42301, ("WDCWD");

WITNESSETH: WHEREAS HCWD is installing an interconnection with WDCWD as a safeguard against water loss in the east end of Henderson County due to line breakage or other disaster; this interconnection is being installed so as to allow for water to flow, and be metered, in either direction as need dictates; and the parties hereto have agreed to the terms regarding the use and maintenance of this interconnection;

NOW, therefore, for valuable consideration, including the mutual promises and covenants of the parties, receipt being acknowledged, IT IS AGREED as follows:

1. It is understood that HCWD is the owner of the vault and the meter. HCWD shall be responsible for maintenance, repair and upkeep of this equipment and the cost of same shall be shared equally by both parties.
2. Each of the parties shall have access to the locked master meter vault at all times; however, representatives of both parties must be present for the master meter to be turned on or off.



3. The interconnection is for emergency use only and will be put in use only with the written approval of both parties.

4. Once the interconnection is opened to transfer water between the parties the meter shall be read daily by Henderson County Water District and billing shall be on a regular monthly schedule.

5. The party supplying the water at any given time will be responsible for maintaining the quality of product being transmitted in accordance with all applicable guidelines, including those of the Kentucky Public Service Commission ("KPSC") and the Kentucky Division of Water.

6. The selling rate for water, for either party, shall be WDCWD's approved wholesale rate which currently is \$2.26 per 1,000 gallons. This rate will change only if a new rate adjustment is proposed and approved by KPSC. In the event of a rate change, WDCWD shall notify HCWD for approval before any change goes into effect.

7. The effective date of this agreement shall be March 4th, 2009. This agreement signifies that the installation of the meter and vault have been completed.

8. Any notice or approval required or authorized under this agreement shall be deemed properly given or served upon the other party if same is in writing and placed in the mail, postage prepaid or delivered to the other party at the following addresses:

To HCWD:



Henderson County Water District
ATTENTION: Superintendent
655 South Main Street
Post Office Box 655
Henderson, KY 42419
Telephone: (270) 826-9802
Telefax: (270) 826-9808

To WDCWD:

West Daviess County Water District
ATTENTION: Manager
3400 Bittel Road
Owensboro, KY 42301
Telephone: (270) 685-5594

9. Each party shall fully indemnify and hold harmless the other party from and against any and all claims, demands, actions or liabilities resulting from or caused by the acts or omissions of the indemnifying party in connection with or related to the subject interconnection.

10. This agreement may be terminated at any time without cause by either party giving to the other at least 180 days notice prior to the effective date of such termination.

IN TESTIMONY WHEREOF, witness the hands of the parties hereto this day and date first above written.

(signatures on following page 4)



HENDERSON COUNTY WATER DISTRICT

David Spainhoward

DAVID SPAINHOWARD, Chairman

David W Moore

DAVID W. MOORE, Superintendent

WEST DAVIESS COUNTY WATER DISTRICT

A.M. Thompson

A. M. THOMPSON, Chairman

William Higdon

WILLIAM HIGDON, Manager

