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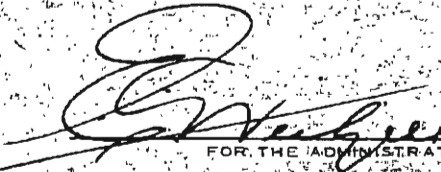
Contract 221

U. S. DEPARTMENT OF AGRICULTURE
RURAL ELECTRIFICATION ADMINISTRATION

REA BORROWER DESIGNATION Kentucky 62 Big Rivers

THE WITHIN Joint Facilities Agreement dated August 1, 1970,
with the City of Henderson, Kentucky.

SUBMITTED BY THE ABOVE DESIGNATED BORROWER PURSUANT TO THE
TERMS OF THE LOAN CONTRACT IS HEREBY APPROVED SOLELY FOR THE
PURPOSES OF SUCH CONTRACT.

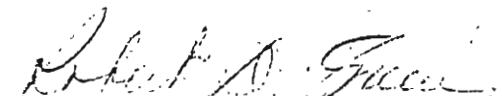

FOR THE ADMINISTRATOR
Deputy Administrator

DATED
MAR. 2-6 1971.

EXCERPT FROM MINUTES OF REGULAR MEETING OF BOARD OF DIRECTORS
OF BIG RIVERS RURAL ELECTRIC COOPERATIVE CORPORATION
HELD IN HENDERSON, KENTUCKY, ON AUGUST 21, 1970

After thorough discussion it was moved by Robert D. Green seconded by D. B. Wilson that Big Rivers execute the Power Sales Contract, the Power Plant Construction and Operation Agreement and the Joint Facilities Agreement and to approve the Electric Light and Power Revenue Bond Ordinance to be adopted August 27, 1970. Motion carried.

I, Robert D. Green, Vice President
of Board of Directors of Big Rivers
Rural Electric Cooperative Corporation
hereby certify that the above is a
true and correct excerpt from the
minutes of the regular meeting of said
corporation held on August 21, 1970.


Robert D. Green, Vice President

11.6.0.4

JOINT FACILITIES AGREEMENT
BETWEEN
CITY OF HENDERSON, KENTUCKY
and
BIG RIVERS RURAL ELECTRIC CO-OPERATIVE CORPORATION

August 1, 1970

APPENDIX A
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JOINT FACILITIES AGREEMENT

THIS AGREEMENT made and entered into as of August 1, 1970 by and between CITY OF HENDERSON, KENTUCKY, a Municipal Corporation of the third class, hereinafter referred to as CITY, and BIG RIVERS RURAL ELECTRIC CO-OPERATIVE CORPORATION, a Kentucky Corporation with principal offices in Henderson, Kentucky, hereinafter referred to as BIG RIVERS.

WITNESSETH THAT:

SECTION 1 - STIPULATIONS

1.1 City and Big Rivers have entered into an Agreement of even date herewith providing for City's construction of an electric generating station (referred to as Station Two) at a site on the Green River in Henderson County, Kentucky, adjacent to the Reid Station of Big Rivers, and so arranged as to provide for the joint utilization by City and Big Rivers of certain auxiliary facilities and operating personnel, and providing for the operation of such Station Two by Big Rivers on an independent contractor basis.

1.2 A nationally recognized engineering firm has been employed by City to develop plans and specifications for the construction of City's Station Two and its related facilities, including such facilities as are to be used jointly by City and Big Rivers in the operation of their respective generating stations, which plans and specifications shall be subject to approval by Big Rivers insofar as its Reid Station will be

affected thereby.

1.3 It is recognized by the parties that material economies in construction and operation can be achieved through the joint use by both parties of certain operating facilities which serve as auxiliaries of their respective generating stations.

1.4 The costs of the joint use facilities to be provided by each of the parties under the terms of this Agreement and in accordance with City's plans and specifications are proportionately equal to the relative benefits to be derived therefrom by each.

1.5 It is the intention of the parties, by this Agreement, each to devote to the joint use of both parties, as long as they or either of them, or their respective successors or assigns, shall continue to operate a generating station or stations in connection therewith, those joint use facilities to be provided by each, and to provide for the continuous operation and maintenance thereof for the parties' joint and separate benefits.

SECTION 2 - DEFINITIONS

2.1 The words, phrases, and terms used in this Agreement shall have the same definitions as recited in the parties' Power Plant Construction and Operation Agreement of even date herewith.

SECTION 3 - ALLOCATION OF FACILITIES

3.1 Big Rivers will allocate for the continuing joint use of the parties in the operation of their respective generating

plants those of its existing auxiliary facilities as are determined by City's employed engineering firm (and approved by Big Rivers) to be allocated for such joint use, and will permit City to make such modifications thereof as are provided by the plans and specifications for City's Station II.

3.2 City will acquire and allocate for the continuing joint use of the parties in the operation of their respective generating plants those additional auxiliary facilities (not provided by Big Rivers) designated on City's plans and specifications for such joint use.

SECTION 4 - TITLE TO JOINT USE FACILITIES

4.1 Title to those joint use facilities or portions thereof provided by City will remain in City, and all such facilities will be clearly and permanently marked as the property of City. Title to those joint use facilities or portions thereof provided by Big Rivers will remain in Big Rivers, and all such facilities will be clearly and permanently marked as the property of Big Rivers. All such joint use facilities shall be, and with the execution and approval of this Contract are irrevocably allocated and devoted to the continued use thereof by each of the parties, their respective successors or assigns, as long as either of them shall continue to operate and/or maintain a generating station in connection therewith.

SECTION 5 - COSTS

5.1 The costs of providing City's joint use facilities and of modifying Big Rivers' joint use facilities as provided herein will be paid out of the proceeds of the Station Two Bonds. The costs of operating, maintaining, repairing, renewing, replacing and adding to such joint use facilities shall be allotted to the parties' respective generating stations as provided in Section 13 of the parties' Power Plant Construction and Operation Agreement.

SECTION 6 - OPERATION AND MAINTENANCE

6.1 Except as otherwise provided in the parties' Power Plant Construction and Operation Agreement, the parties will be severally and jointly responsible for the continued operation, maintenance, repair, renewal and replacements of such joint use facilities so as to assure the continuous operation of the parties' respective generating station or stations served thereby.

SECTION 7 - ACCESS

7.1 Each party hereby grants to the other the free and uninterrupted access to, and right of ingress and egress to and from such joint use facilities and any portions thereof as may be necessary or convenient so as to provide for the continuous operation and maintenance thereof.

SECTION 8 - TERM

8.1 Unless otherwise terminated by mutual agreement of the parties, the terms and provisions of this Agreement shall

continue in full force and effect as to each joint use facility as long as either party, or its successors or assigns, shall continue to operate or maintain a generating station which is served by any such joint use facility, and will not be terminated by reason of the termination of any other agreement or contract between the parties.

SECTION 9 - OPERATING STANDARDS.

9.1 The joint use facilities which are the subject of this Agreement shall be constructed, operated and maintained in accordance with standards and specifications equal to those provided by the National Electric Safety Code of the United States Bureau of Standards, and as required by any regulatory authority having jurisdiction thereof.

SECTION 10 - UNCONTROLLABLE FORCES

10.1 Neither party hereto shall be considered in default or breach with respect to any obligation under this Agreement if prevented from fulfilling such obligation by reason of an Uncontrollable Force. Any party unable to fulfill any obligation by reason of Uncontrollable Forces shall exercise due diligence to remove such disability as soon as reasonably possible.

10.2 The term "Uncontrollable Force" shall mean any force which is not within the control of any party to this Agreement, and which by exercise of due diligence and foresight could not reasonably have been avoided, including, but not limited to, an act of God, fire, flood, earthquake, explosion, strike, sabotage, an act of the public enemy, civil or military authority,

including court orders, injunctions, and orders of government agencies having proper jurisdiction, insurrection or riot, an act of the elements, failure of equipment, or inability to obtain or ship materials or equipment because of the effect of similar causes on suppliers or carriers.

SECTION 11 - OBLIGATIONS OF CITY

11.1 The obligations of City under the terms and provisions of this Agreement shall be the sole obligation of the City's electric utility system, including its Existing System, its Station Two generating plant and such other additions, extensions, or related facilities that it may from time to time own and/or operate. No obligation of City under this Agreement shall constitute a general obligation of the City.

SECTION 12 - CITY INCLUDES UTILITY COMMISSION

12.1 It is recognized by the parties that the City operates, manages and controls its electric utility system through its City of Henderson Utility Commission, appointed pursuant to KRS 96.530. All references to City under the terms and provisions of this Agreement shall include its City of Henderson Utility Commission to the extent applicable.

12.2 The parties agree that all rights and obligations of City under the terms and provisions of this Agreement shall also constitute rights and obligations of the City of Henderson Utility Commission. By its execution of this Agreement the City of Henderson Utility Commission covenants and agrees that all references to City under the terms and provisions of this

Agreement shall include the City of Henderson Utility Commission, and that it shall be obligated under this Agreement accordingly.

SECTION 13 - AMENDMENTS

13.1 No amendments of this Agreement shall be effective unless reduced to writing and executed by all parties hereto.

13.2 It is understood that Big Rivers may not agree to any amendment, modification or alteration of this Agreement without first obtaining approval of the Administrator of the Rural Electrification Administration.

SECTION 14 - SUBJECT TO POWER PLANT CONSTRUCTION AND OPERATION AGREEMENT

14.1 This Agreement is subject to any and all provisions of the parties' Power Plant Construction and Operation Agreement which relate to joint use facilities.

SECTION 15 - ASSIGNMENT

15.1 This Agreement shall be binding upon the parties hereto, their respective successors and assigns. Provided however, that this Agreement shall not be assigned by either party (except for an assignment by Big Rivers to the United States of America) without the written consent of the other party.

SECTION 16 - CONDITIONS PRECEDENT

16.1 This Agreement is entered into subject to the

following express conditions precedent:

(a) That all conditions precedent recited in the parties' Power Plant Construction and Operation Agreement shall have occurred.

SECTION 17 - AUTHORITY TO EXECUTE

17.1 This Agreement is executed by the duly authorized officers or representatives of the parties pursuant to authority granted to each of them by the lawful action of their respective official commissions or boards.

Executed at Henderson, Kentucky this 27 day of August, 19 76.

CITY OF HENDERSON, KENTUCKY

BY William L. Newman
William L. Newman, Mayor

ATTEST:

H. Rena Crafton
City Clerk

(City Seal)

CITY OF HENDERSON UTILITY COMMISSION

BY Louis Hatchett
Louis Hatchett, Chairman

ATTEST:

Dudley H. Emerson
Secretary

BIG RIVERS RURAL ELECTRIC
CO-OPERATIVE CORPORATION

BY Robert Reid Sr.
Robert Reid, Sr., President

ATTEST:

D. B. Wilson
D. B. Wilson, Secretary

This instrument prepared by:

Charles B. West
of WEST MARKWELL & BRYANT
Suite 320 - Imperial Building
110 Third Street
Henderson, Kentucky 42420