

**WATER SHUT OFF AGREEMENT**

This Water Shut Off Agreement, hereinafter referred to as (“Agreement”) is made and entered into this 22 day of July, 2010 by and between the Ridgelea Investments, Inc., by and through Charles Hungler, 2106 West North Bend Road, Cincinnati, Ohio 45224 and Charles Hungler, individually (hereinafter referred to as “Hungler”) and Bullock Pen Water District (hereinafter referred to as “BPWD”).

**WITNESSETH:**

WHEREAS, Hungler currently owns and operates various sanitary sewer treatment and transmission line facilities which services Grantland Estates Subdivision in Dry Ridge, Grant County, Kentucky (approximately 180 single family residences) which are located within the territorial limits of BPWD and,

WHEREAS, BPWD is the owner and operator of various water treatment facilities and transmission lines in the Grant, Boone, Pendleton, Kenton and Gallatin County areas which include, in part, those areas serviced by Hungler with respect to sewage treatment facilities and transmission lines and,

WHEREAS, pursuant to KRS 76.090, Hungler and BPWD are authorized to enter into various agreements for the handling of delinquent sewage accounts through the shut off of water service and,

WHEREAS, Hungler and BPWD intend to formalize the terms and conditions of an agreement to provide water shut off services for non-payment of sewage service bills.

NOW, THEREFORE, in consideration of the foregoing premises and mutual promises and undertakings hereinafter specified, Hungler and BPWD agree as follows:

1. BPWD shall make available to Hungler all water consumption records collected and maintained by BPWD for those customers of BPWD receiving sewage treatment services through those lines owned and operated by Hungler. Hungler shall pay to BPWD a reasonable fee for such water consumption reports including the actual cost of retrieving such water usage data; reasonably allocated overhead; and any and all other reasonably incurred incidental expenses or charges incurred by BPWD relative thereto. In the event that BPWD should modify or alter its current meter reading procedures and frequencies, Hungler shall only be entitled to such water consumption data at those times when the water meters are read by representatives of BPWD. In no event shall BPWD be responsible for supplying water consumption data to Hungler other than during their regular water meter reading times. It is further acknowledged by Hungler that occasionally, due to damaged meters and the like, water usage data may be inaccurate. In no event shall BPWD be liable to Hungler or its customers in any way or in any manner for any inaccurate water consumption data made available to Hungler for any reason for such inaccuracy.

**KENTUCKY  
PUBLIC SERVICE COMMISSION  
JEFFREY D. ROSEN  
EXECUTIVE DIRECTOR**

TARIFF BRANCH

*Brent Kirtley*

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

2. In the event that any customer of Hungler receiving sewage treatment services should become delinquent in the payment of any bill for sewage treatment services and all statutory and other regulatory requirements have been met for the collection of said delinquent account by Hungler, then and in such event, BPWD; may, upon written notice to BPWD by Hungler of such delinquent customer, shut off water service to said delinquent sewage customer. In order for BPWD to shut off any water service to a delinquent sewage customer, Hungler shall notify BPWD in writing requesting such water service shut off. Said notice shall also contain a certification by Hungler that all statutory and regulatory pre-requisites have been met by Hungler authorizing such water shut off.

3. In the event of any water shut off, BPWD shall be entitled to recover from the delinquent customer any and all costs of such shut off and reconnect fees permitted under the Tariff of BPWD as authorized and approved by the Public Service Commission. In the event that the customer is unable, refuses or does not pay BPWD for such shut off or reconnect fees then, in such event, Hungler shall reimburse BPWD the cost thereof.

4. In the event Hungler should direct or authorize BPWD to shut off any water service to any customer of Hungler and such customer shall make any claim, demand, or pursue any cause of action against BPWD as a result thereof for any reason whatsoever, Hungler does hereby agree to indemnify and hold harmless BPWD from any such liability, such indemnification and contribution to include but not be limited to the reimbursement of BPWD of any and all legal fees, costs or other expenses incurred in the defense of any and all such claims so instituted against BPWD.

5. Hungler and BPWD acknowledge that the Rules, Regulations and Statutory requirements governing Hungler and BPWD may change from time to time and that as a result of such changes, performance of the terms and conditions of this Agreement may become impossible or impractical. In the event of any such changes in the Rules, Regulations or Statutes governing the operation of Hungler and BPWD should occur as to render any terms or condition of this Agreement illegal or the performance thereof impossible or impractical, then in such event, this Agreement shall be reasonably amended so as to render the performance thereof practical in light of such new Rules, Regulations and/or Statutes. If Hungler and BPWD are unable to reasonably amend or modify this Agreement to reflect such changes, then and in such event, this Agreement shall become null and void.

6. Hungler hereby acknowledges that this Agreement is entered into pursuant to a duly authorized and adopted Resolution.

7. BWPD certifies that this Agreement is executed pursuant to duly authorized and adopted Resolution.

8. This Agreement shall be binding upon the respective parties, their successors and assigns.

9. Provided Hungler has not breached any term of this Agreement, this Agreement shall continue for a period of 12 months from the execution hereof and *Brent Kirtley* call


<b>KENTUCKY PUBLIC SERVICE COMMISSION</b>
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thereafter for successive 12 month periods unless either party elects to cancel by notifying the other of such cancellation election no later than 90 days preceding the termination of such initial 12 month term or any renewal 12 month term.

IN WITNESS THEREOF the parties have hereunto set their hands on the date and year first above written.

RIDGELEA INVESTMENTS, INC.

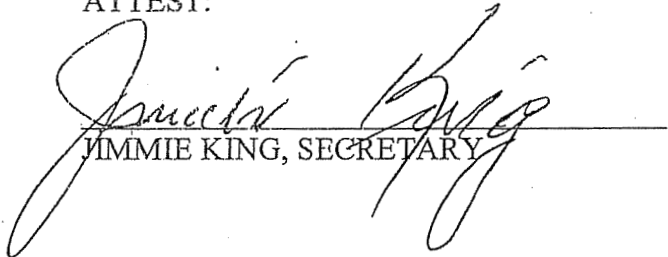
BY:   
CHARLES HUNGLER, PRESIDENT

  
CHARLES HUNGLER, individually

BULLOCK PEN WATER DISTRICT

BY:   
BOBBY BURGESS, CHAIRMAN

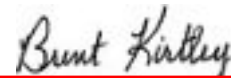
ATTEST:

  
JIMMIE KING, SECRETARY

**KENTUCKY  
PUBLIC SERVICE COMMISSION**

**JEFF R. DEROUEN  
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