

WATER SUPPLY AGREEMENT

This Water Supply Agreement (hereinafter "Agreement") dated as of the ^{20th} ~~15th~~ day of December, 2007, is made and entered by and between the **Northern Kentucky Water District**, 2835 Crescent Springs Road, P.O. Box 18640, Erlanger, Kentucky 41018 (hereinafter "NKWD") and the **Bullock Pen Water District**, One Farrell Drive, Crittenden, Kentucky 41030 (hereinafter "BPWD"). NKWD and BPWD will be collectively referred to herein as the "Parties."

WITNESSETH:

WHEREAS, BPWD desires a reliable source of water for its present and future needs, and NKWD desires to continue to provide BPWD with a reliable source of water for its present and future needs; and

WHEREAS, BPWD desires to expand its provision of water service to certain residents in southern Kenton County and NKWD is willing to allow such expansion in certain locations and pursuant to certain terms; and

WHEREAS, NKWD and BPWD desire to establish certain terms for the possible sale of BPWD's current and future water lines and appurtenances located in southern Kenton County and the possible sale of BPWD's assets; and

WHEREAS, NKWD and BPWD desire to work together to promote and encourage responsible growth and development in Kenton County and Grant County; and

WHEREAS, NKWD and BPWD desire to have NKWD be BPWD's water supplier of choice for certain designated areas:

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are expressly acknowledged, NKWD and BPWD hereby agree as follows:


ARTICLE I

EFFECTIVE DATE, TERM AND TERMINATION OF PRIOR AGREEMENT

A. This Agreement will take effect on the date that this Agreement and the rates and service set forth herein are approved by the Public Service Commission of the Commonwealth of Kentucky (hereinafter "PSC") or the date that the PSC declares that its approval of this Agreement and the rates and service set forth herein is not required, whichever occurs first (hereinafter the "Effective Date"); provided that such approval or declaration by the PSC is given or made on or before May 1, 2008.

B. Once it takes effect on the Effective Date, this Agreement will continue in full force and effect until December 1, 2040.

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By 
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C. The Water Supply Agreement, dated as of the 16th day of April, 2000, by and between the Bullock Pen Water District and the Northern Kentucky Water Service District will be automatically terminated on the Effective Date, with no action required by the parties thereto to effectuate such termination.

ARTICLE II
QUANTITY AND QUALITY OF WATER

A. During the term of this Agreement and any renewal or extension thereof, BPWD will purchase from NKWD and NKWD will supply to BPWD a minimum volume or flow rate of water of three hundred thousand (300,000) gallons per day, averaged on a monthly basis, at the Points of Delivery hereinafter specified. If desired by BPWD, NKWD will supply to BPWD a volume or flow rate of water up to six hundred thousand (600,000) gallons per day, averaged on a monthly basis, at the Points of Delivery. NKWD will not be obligated to provide water to BPWD in excess of six hundred thousand (600,000) gallons per day, averaged on a monthly basis, but, if desired by BPWD, NKWD will provide water to BPWD in excess of this volume or flow rate to the extent NKWD determines, in its sole discretion, that it has excess water available.


B. In the event that BPWD anticipates an increase in its need for water from NKWD which exceeds by twenty-five percent (25%) its then average monthly volume purchased from NKWD, BPWD shall notify NKWD of such anticipated increase in demand no later than fifteen (15) months before the period of time that such additional demand will commence. If NKWD determines, in its sole discretion, that it does not have excess water available, BPWD may purchase the excess water from another supplier of water on a temporary basis until NKWD does have excess water available, but NKWD will remain the provider to BPWD of at least three hundred thousand (300,000) gallons per day, averaged on a monthly basis.

C. NKWD will not be required, and will have no obligation, to supply to BPWD a volume or flow rate of water in excess of five hundred (500) gallons per minute, averaged on an hourly basis, through the existing Point of Delivery located near the intersection of U.S. Route 25 and Kentucky Route 14 and will not be required, and will have no obligation, to supply to BPWD a combined or total volume or flow rate of water through all Points of Delivery in excess of seven hundred and fifty (750) gallons per minute, averaged on an hourly basis, if and when BPWD constructs a second Point of Delivery on the 16 inch diameter water main located along Kentucky Route 17.

D. BPWD agrees that any and all water it supplies to customers located within the area in southern Kenton County depicted on attached Exhibit A, which is incorporated herein, (hereinafter "Special Area") will be purchased exclusively from NKWD.

E. BPWD agrees that any and all water it supplies to customers located within the areas in Grant and Pendleton Counties depicted on attached Exhibit B, which is incorporated herein, will either be produced by BPWD at its own treatment plant or purchased from NKWD, except that BPWD, if acting in good faith, may purchase water from the City of Williamstown to

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the extent necessary and during the times necessary for BPWD to meet the demand for water within the area depicted as "B-1" on attached Exhibit B.

F. Subject to the requirements of this Article II, BPWD may serve other areas with water purchased from NKWD.

G. The water provided by NKWD to BPWD will be potable, treated water meeting all applicable quality and purity standards of all appropriate state and federal regulatory agencies. The water will be of the same quality as that furnished to NKWD's retail and other wholesale customers. In the event NKWD is unable to provide water that is potable, treated water meeting all applicable quality and purity standards of all state and federal regulatory agencies, BPWD's obligation to purchase a minimum volume or flow rate of water of three hundred thousand (300,000) gallons per day, averaged on a monthly basis, under Section II.A of this Agreement and its obligations under Sections II.D and II.E of this Agreement will be suspended during the period of time commencing when BPWD provides written notice to NKWD of NKWD's failure to provide such water quality and continuing until NKWD is able to again provide such water quality. BPWD may purchase water from other suppliers of water during any such suspension period.

H. BPWD agrees that it will not rechlorinate water supplied by NKWD without NKWD's written approval. In the event that NKWD is unable to provide the water quality described in Section II.G above, BPWD may provide written notice to NKWD of its intention to retreat or provide additional water treatment to the water supplied by NKWD as may be reasonably necessary and within industry standards to ensure the water achieves the water quality described in Section II.G and may commence such retreatment or additional water treatment upon providing such written notice to NKWD.

I. Subject to the minimum volume or flow rate of water of three hundred thousand (300,000) gallons per day, averaged on a monthly basis, which BPWD is required to purchase from NKWD under Section II.A of this Agreement and the requirements of Sections II.D and II.E of this Agreement, BPWD may purchase water from other suppliers of water. In addition, BPWD's obligation to purchase from NKWD a minimum volume or flow rate of water of three hundred thousand (300,000) gallons per day, averaged on a monthly basis, will be automatically suspended during any period that NKWD is not able to provide this volume or flow rate of water to BPWD, and BPWD may purchase water from other suppliers of water during any such suspension period.

ARTICLE III

POINTS OF DELIVERY, METERING EQUIPMENT AND PRESSURE

A. NKWD will provide water to BPWD at the discharge side of the master meter located at or near the intersection of U.S. Route 25 and Kentucky Route 14 in Kenton County, Kentucky (hereinafter a "Point of Delivery"). BPWD may, at its expense, construct and install a new master meter and meter pit at a location along Kentucky Route 17 to create an additional point of delivery (hereinafter, and after construction and installation, also a "Point of Delivery"). Upon completion of construction and installation of the additional Point of Delivery, the

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ownership of the master meter and meter pit at the additional Point of Delivery will automatically transfer to NKWD without any further action by BPWD or NKWD.

B. The master meter and the meter pit located at the existing Point of Delivery were installed by BPWD and subsequently transferred to NKWD. NKWD will own, operate and maintain the master meters and meter pits at each Point of Delivery. NKWD will make annual tests and inspections of the meters and the meter pits and perform such other tests and inspections as NKWD may deem necessary. No correction will be made in the billing to BPWD unless a test or inspection shows that the metering is more than two percent (2%) slow or fast. If any test or inspection shows that the metering is inaccurate by more than two percent (2%) slow or fast, correction will be made to the billing to BPWD for the period during which NKWD and BPWD agree that the inaccuracy existed. If no such agreement is reached, it will be assumed that the error developed progressively from the date of the last meter test or inspection and an appropriate adjustment to billings will be made.

C. NKWD will use its best reasonable efforts to provide a delivery pressure of thirty (30) psi at each Point of Delivery, subject to the force majeure events described in Article VII of this Agreement. In the event that NKWD is unable to provide a delivery pressure of thirty (30) psi at each Point of Delivery and such failure to provide a delivery pressure of thirty (30) psi continues for a period in excess of twenty-four (24) consecutive hours or seventy-two (72) cumulative hours in any calendar month, BPWD may provide written notice to NKWD of such failure and BPWD's obligation to purchase a minimum volume or flow rate of water of three hundred thousand (300,000) gallons per day, averaged on a monthly basis, will be suspended for the period of time commencing when BPWD provides such written notice to NKWD and continuing until NKWD is again able to provide a delivery pressure of thirty (30) psi at each Point of Delivery. BPWD may purchase water from other suppliers of water during any such suspension period.

ARTICLE IV **WATER RATES AND SURCHARGES**

A. BPWD shall pay NKWD's water rates and charges for wholesale customers as such rates and charges may be adjusted from time to time. NKWD may, from time to time, increase its water rates and charges, but no rate or charge increase will take effect unless and until it has been reviewed and approved by the PSC.

B. Within three (3) days of the Board of Commissioners of NKWD taking official action to approve the filing of an application with the PSC for an increase in NKWD's rates or charges, NKWD shall notify BPWD of such action. NKWD will provide BPWD with a copy of its application with the PSC for an increase in its rates or charges within three (3) days of its filing of the application with the PSC.

C. BPWD shall pay NKWD for the actual quantity of water it purchases from NKWD unless BPWD's actual consumption for any month does not exceed three hundred thousand (300,000) gallons per day, averaged on a monthly basis, in which case BPWD shall pay

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to NKWD for the minimum volume or flow rate it is required to purchase under this Agreement which is three hundred thousand (300,000) gallons per day, averaged on a monthly basis.

D. In addition to paying to NKWD the water rates and charges described in this Article IV, BPWD shall pay to NKWD each month an amount equal to ten (10) surcharges for NKWD's Subdistrict C expansion project until the expiration of the forty (40) year surcharge term for each Point of Delivery. The Parties understand and agree that the amount of each surcharge may vary over time but will not exceed thirty dollars (\$30.00) per month. The Parties further understand and agree that BPWD's obligation to pay surcharges may vary over time but will not exceed three hundred dollars (\$300.00) per month for each Point of Delivery. NKWD will recalculate the amount of each surcharge annually. In the event that the surcharge for NKWD's Subdistrict C expansion project is eliminated due to prepayment, BPWD's obligation to pay the surcharges described in this Section IV.D will be terminated.

ARTICLE V
BILLING AND PAYMENT

Once each month, NKWD shall submit to BPWD an invoice for the amount due to NKWD under the terms of this Agreement for the prior month. All invoices shall be due and payable by BPWD to NKWD within twenty-one (21) days of receipt. A ten percent (10%) penalty shall be added to each invoice that is not paid within twenty-one (21) days of its receipt by BPWD.

ARTICLE VI
AUDITS

NKWD shall cause its accounts to be audited by a firm of certified public accountants on an annual basis. A copy of the certified public accountants' audit report will be supplied to BPWD upon BPWD's written request. BPWD may cause the accuracy of any cost charged to it to be verified, at BPWD's own expense, by an examination of the accounts and records kept by NKWD, and NKWD shall make its accounts and records available to BPWD at reasonable times and locations for such purposes.

ARTICLE VII
FORCE MAJEURE

Except for the payments required of BPWD under Articles IV and V above, either Party may suspend its performance under this Agreement if such Party's performance is prevented or delayed by a cause or causes beyond the reasonable control of such Party which could not have been avoided by the exercise of reasonable diligence by such Party. Such causes may include, but are not limited to, acts of God, acts of war, riot, fire, explosion, lockouts or other labor disturbances, breakage or damage to machinery or pipelines, or partial or entire failure of water system. The Party asserting a right to suspend performance must, within a reasonable time of acquiring knowledge of the cause requiring the suspension, notify the other Party in writing of the cause of suspension, the performance suspended, and the anticipated duration of the suspension. Performance shall be suspended only during the time that it is prevented or delayed

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by the type of cause or causes described in this Article VII, and the Party whose performance is prevented or delayed shall endeavor to remove or overcome the cause or causes with all reasonable dispatch. Should NKWD suspend its performance in supplying water to BPWD, BPWD's obligations to pay for the water rates and surcharges specified in Article IV of this Agreement shall be suspended for the duration of NKWD's suspended performance. In the event of a system-wide shortage of water in NKWD's system, BPWD's supply of water under this Agreement will be reduced in the same ratio or proportion that the supply to NKWD's retail customers is reduced.

ARTICLE VIII
RESPONSIBILITY AND INDEMNIFICATION

NKWD and BPWD shall be solely responsible for the construction, operation and maintenance of their respective water systems. NKWD and BPWD, to the extent permitted by law, expressly agree to defend, indemnify and hold harmless the other against all claims, demands, costs or expenses asserted by third parties and proximately caused by their negligence or willful misconduct in connection with the construction, operation or maintenance of their respective water systems.

ARTICLE IX
RESALE OF WATER

BPWD may resell any water it purchases from NKWD to any third party, subject to the written approval of NKWD, which approval will not be unreasonably withheld.

ARTICLE X
WATER LINE PROJECTS IN SOUTHERN KENTON COUNTY


A. Subject to the terms and conditions of this Agreement, NKWD grants to BPWD the right and authority to install water lines and appurtenances and to serve customers within the Special Area depicted on attached Exhibit A, which is incorporated herein.

The grant of right and authority contained in this Article X is not intended to be an extension of BPWD's territory pursuant to KRS 74.115.

B. Projects for the installation of water lines and appurtenances within the Special Area may be designated and developed by BPWD at its discretion, considering standard engineering practices, customer potential and other factors. All projects and the location, proposed rates, surcharges and design of all projects shall be subject to the approval of NKWD, which approval will not be unreasonably withheld. The construction of all water lines and appurtenances in the Special Area by BPWD shall meet the minimum construction standards and specifications adopted by NKWD and in effect at the time of construction.

C. NKWD and BPWD shall cooperate in obtaining all necessary approvals from all governmental entities possessing authority and jurisdiction to approve or disapprove the construction of water lines and appurtenances in the Special Area by BPWD.

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D. Nothing in this Agreement shall restrict or prohibit NKWD from extending its existing water lines and appurtenances to serve customers within the Special Area if BPWD has not already installed water lines and appurtenances and is serving such customers.

E. Nothing in this Agreement shall obligate or otherwise require BPWD to install or extend new water lines in the Special Area.

ARTICLE XI

POSSIBLE PURCHASE OF EXISTING BPWD WATER LINES AND APPURTENANCES

A. BPWD currently owns and operates the water lines and appurtenances and related easements located in southern Kenton County as depicted on attached Exhibit C, which is incorporated herein (hereinafter the "Existing Lines")

B. Should BPWD at any time decide to sell all or any part of the Existing Lines NKWD may purchase all or any part of the Existing Lines upon such terms and conditions as may be mutually agreed upon by BPWD and NKWD. Upon any such purchase, all affected customers shall become customers of NKWD without any additional payment to BPWD for such customers.

C. In the event that, at any time during the term of this Agreement or any renewal or extension thereof, BPWD entertains an offer or proposal from or to any person or entity to acquire or purchase all or any part of the Existing Lines, then BPWD shall notify NKWD of the offer or proposal in writing, setting forth all of the terms of such offer or proposal, including the price.

D. The sale of all or any part of the Existing Lines from BPWD to NKWD or to any other person or entity shall be subject to the approval of all governmental agencies possessing authority and jurisdiction to approve or disapprove of such sale at the time of sale.


E. Should BPWD sell all or any part of the Existing Lines to a person or entity other than NKWD, BPWD shall, prior to the sale of all or any part of the Existing Lines, ensure that its contract for sale of the Existing Lines to such other person or entity requires such other person or entity to purchase all water supplied to and through the Existing Lines from NKWD until at least December 1, 2040.

ARTICLE XII

POSSIBLE PURCHASE OF NEW BPWD WATER LINES AND APPURTENANCES

A. All water lines and appurtenances and related easements owned and operated by BPWD in southern Kenton County, including those installed or acquired after the Effective Date, which are not expressly included among the Existing Lines, as described in Article XI above and depicted on attached Exhibit C, shall be known hereinafter as the "New Lines."

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B. Should BPWD at any time decide to sell all or any part of the New Lines, NKWD shall have the right to purchase such New Lines from BPWD, provided that NKWD either: (1) also purchases the Existing Lines from BPWD on such terms and conditions negotiated with BPWD; or (2) is able to serve the New Lines from NKWD's system without purchasing the Existing Lines. The purchase price for all or any part of the New Lines shall be equal to the initial, actual costs paid by BPWD for the water lines and appurtenances and related easements and any subsequent, actual costs paid by BPWD for improvements to them, based on a one hundred (100) year depreciation of the actual and unreimbursed construction costs of BPWD. The actual costs will not include any contributions toward the cost of installation from grants, service installations paid for through new service/tap fees, Fiscal Court contributions or any other sources of contribution toward the costs of the New Lines. Upon any such purchase, all affected customers shall become customers of NKWD without any additional payment to BPWD for such customers.

C. In the event that, at any time during the term of this Agreement or any renewal or extension thereof, BPWD entertains an offer or proposal from or to any person or entity to acquire or purchase all or any part of the New Lines, then BPWD shall notify NKWD of the offer or proposal in writing, setting forth all of the terms of such offer or proposal, including the price.

D. The sale of all or any part of the New Lines from BPWD to NKWD or to any other person or entity shall be subject to the approval of all governmental agencies possessing authority and jurisdiction to approve or disapprove of such sale at the time of sale.

E. Should BPWD sell all or any part of the New Lines to a person or entity other than NKWD, BPWD shall, prior to the sale of all or any part of the New Lines, ensure that its contract for sale of the New Lines to such other person or entity requires such other person or entity to purchase all water supplied to and through the New Lines from NKWD until at least December 1, 2040.


ARTICLE XIII
MERGER OR SALE OF BPWD ASSETS

A. In the event that, at any time during the term of this Agreement or any renewal or extension thereof, BPWD entertains an offer or proposal from or to any person or entity to merge with BPWD or to acquire all or substantially all of BPWD's assets, then BPWD shall notify NKWD in writing of the offer or proposal, setting forth all of the terms of such offer or proposal, including the price

B. Should BPWD merge with a person or entity other than NKWD, then BPWD shall ensure that the contract for merger requires all of the terms and conditions of this Agreement, and particularly, without limitation, the obligations of Sections H.A. and I.E. of this Agreement, to be binding on the person or entity resulting from such merger.

C. Any sale of all or substantially all of the assets of BPWD are subject to NKWD's right to purchase the New Lines under Section XII.B of this Agreement, but should BPWD sell

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all or substantially all of its assets to a person or entity other than NKWD, then BPWD shall ensure that its contract for sale requires such person or entity to purchase all water supplied to or through the New Lines and the Existing Lines (to the extent the New Lines and the Existing Lines have not been purchased by NKWD) to be purchased from NKWD until at least December 1, 2040. Should BPWD sell all or substantially all of its assets to a person or entity other than NKWD, then BPWD and its purchaser shall be relieved of any and all terms and conditions of this Agreement except for those requirements set forth in this Section XIII.C.

ARTICLE XIV
COOPERATION BETWEEN NKWD AND BPWD

NKWD and BPWD agree to work together cooperatively to ensure that the purposes of this Agreement are achieved for the benefit of their respective customers and their respective water systems. Such cooperation may consist of the exchange of laboratory services, meter testing services, emergency field services, equipment purchase opportunities, billing assistance, treatment plant assistance, water quality compliance services and other services and assistance, all on such terms and conditions as may be mutually agreed upon by the Parties. The Parties will also work together to explore the possibility of other points of delivery in order to provide more efficient water service between NKWD and BPWD.

ARTICLE XV
NOTICES

Any notices allowed or required under this Agreement 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 addresses as may be designated by the Parties in writing:

To NKWD:

President/CEO
Northern Kentucky Water District
2835 Crescent Springs Road
P.O. Box 18640
Erlanger, Kentucky 41018


To BPWD:

General Manager
Bullock Pen Water District
One Farrell Drive
Crittenden, Kentucky 41030

ARTICLE XVI
ENTIRE AGREEMENT

This Agreement constitutes the entire understanding and agreement between the Parties and supersedes all other understandings and agreements between the Parties with respect to the subject matter of this Agreement. There are no understandings, representations or warranties of any kind, express or implied, not expressly set forth in this Agreement. No modification of this Agreement shall be effective unless in writing and signed by both Parties.

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ARTICLE XVII
WAIVERS

The failure of any Party at any time to enforce any provision of this Agreement, to exercise its rights under any provision, or to require a certain performance of any provision, shall in no way be construed as a waiver of such provision, nor in any way affect the validity of this Agreement or the right of a Party thereafter to enforce each and every provision.

ARTICLE XVIII
BINDING NATURE; CONSENT REQUIRED FOR ASSIGNMENT

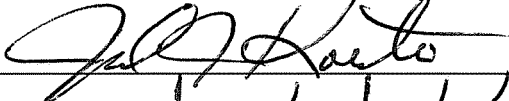
This Agreement shall be binding on the Parties and on their successors and assigns. This Agreement shall not be assigned by either Party without the written consent of the other Party.

ARTICLE XIX
AUTHORITY TO EXECUTE AGREEMENT


NKWD possesses full authority to enter this Agreement as indicated by the lawful resolution of NKWD attached hereto as Exhibit D. BPWD possesses full authority to enter this Agreement as indicated by the lawful resolution of BPWD attached hereto as Exhibit E.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed in two originals, one for each Party.

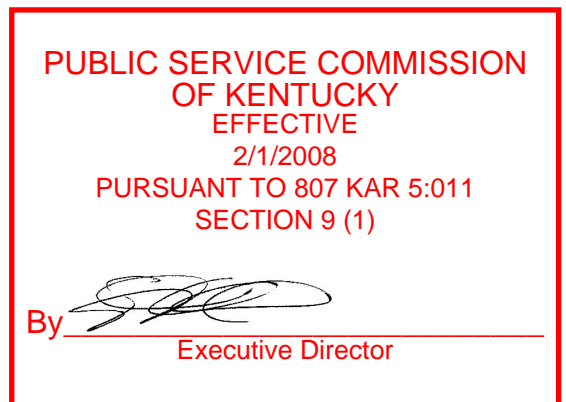
NORTHERN KENTUCKY WATER DISTRICT

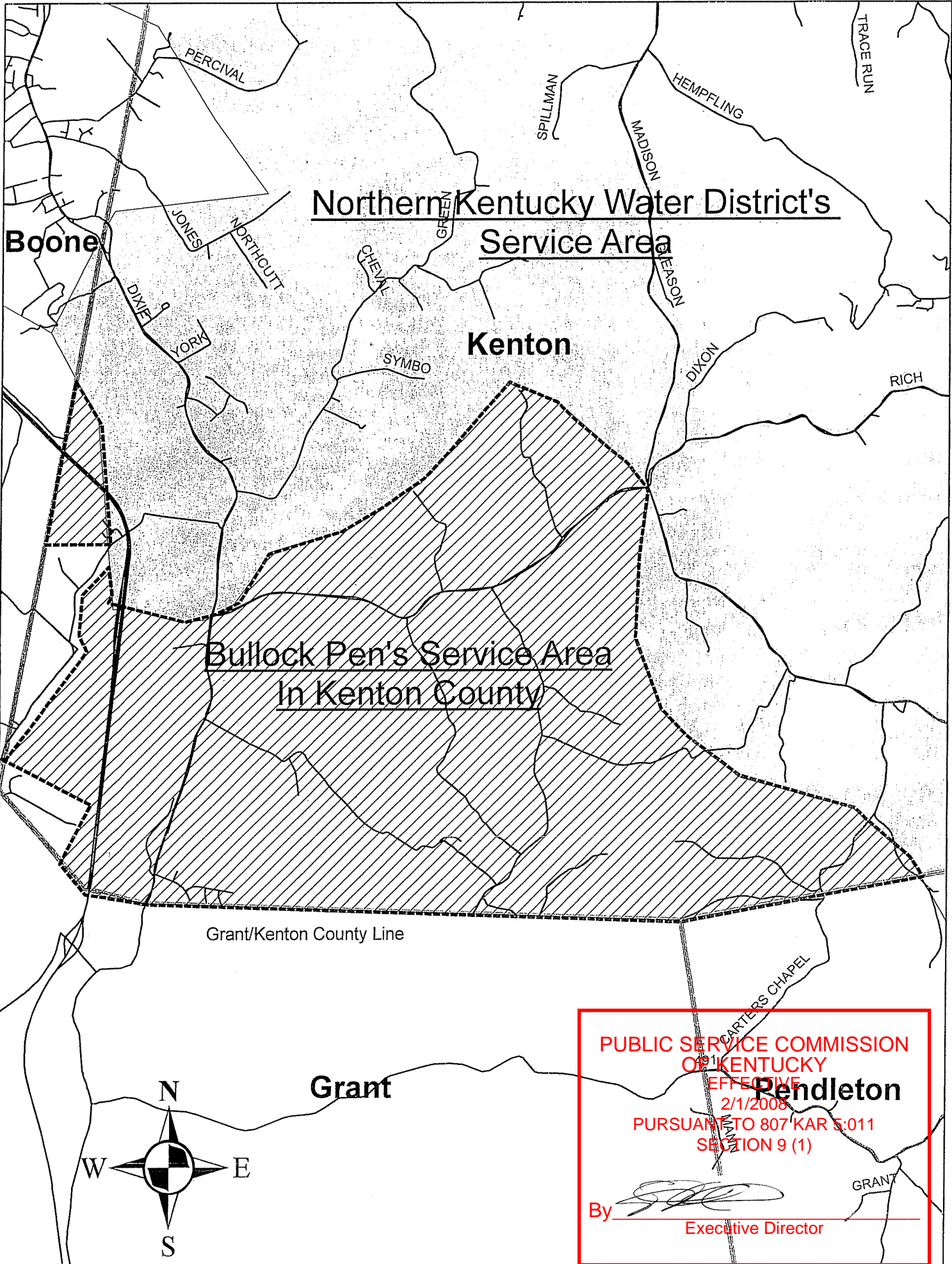
By: 
Printed Name: Joseph J. Koesten
Title: Chairman -

BULLOCK PEN WATER DISTRICT

By: 
Printed Name: Bobby Burgess
Title: Chairman

- Exhibit A - - Special Area in Kenton County
- Exhibit B - - Areas in Boone, Grant and Pendleton Counties
- Exhibit C - - Existing Lines in southern Kenton County
- Exhibit D - - Authorizing Resolution of NKWD
- Exhibit E - - Authorizing Resolution of BPWD





Northern Kentucky Water District's Service Area

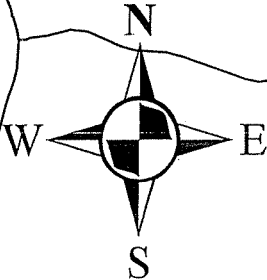
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Bullock Pen's Service Area In Kenton County


Grant/Kenton County Line

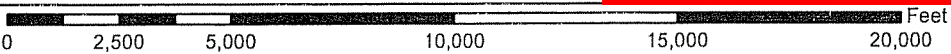
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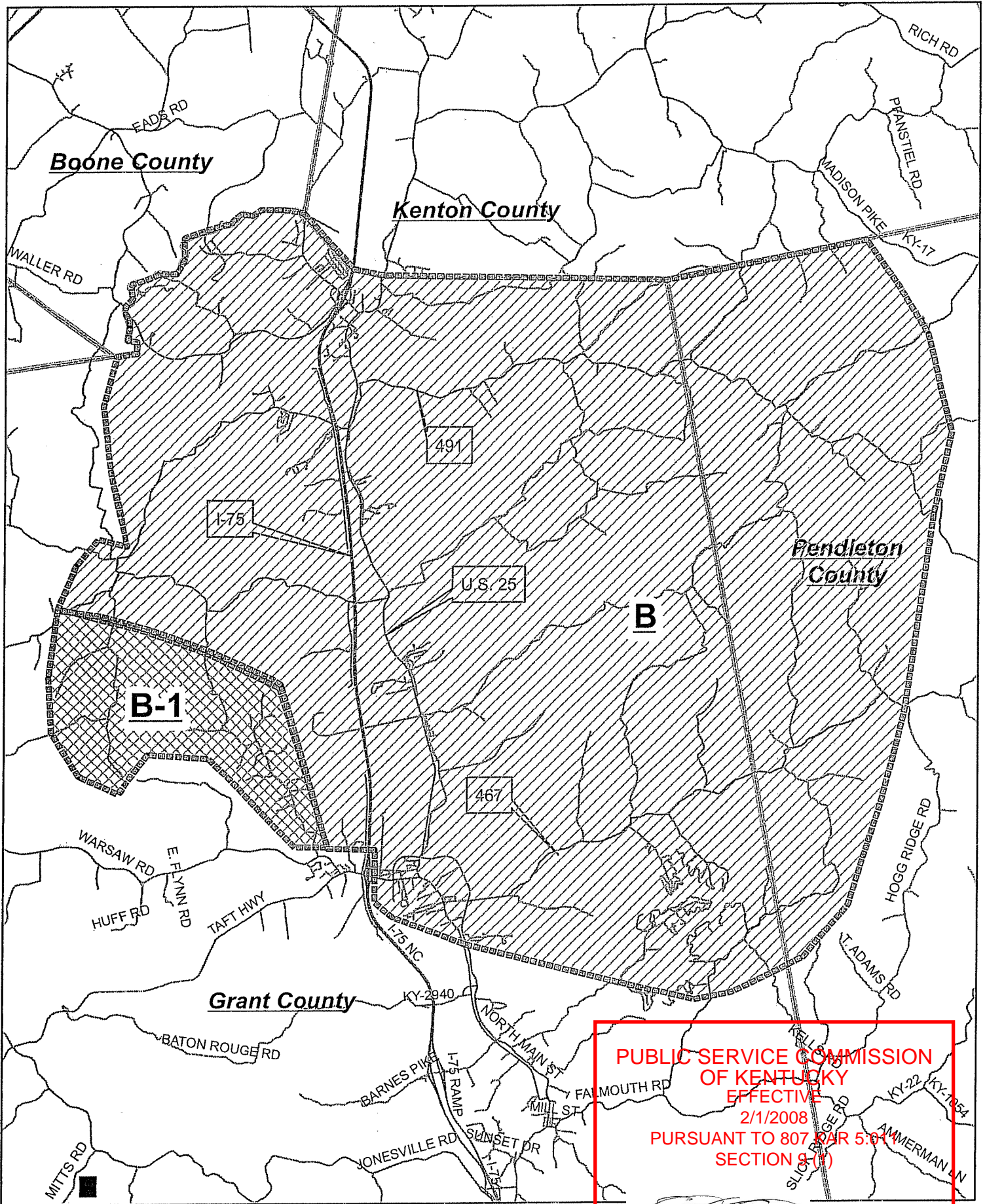
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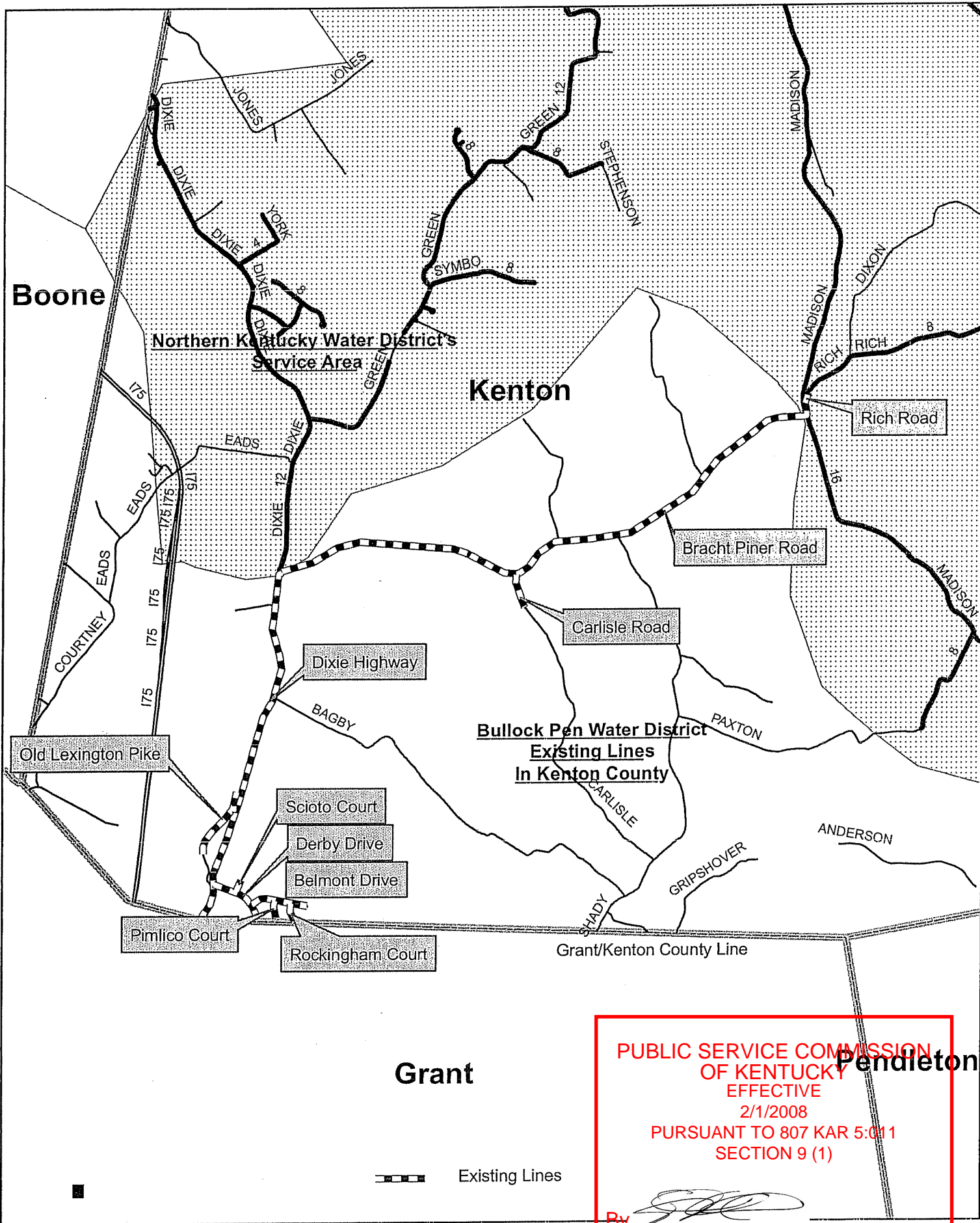
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Exhibit B



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Exhibit "C"