P.S.C. KY. NO. 1

CANCELLING P.S.C. KY. NO.

Bush Gardens Enterprises, LLC

1700 US Highway 23 S

Hagerhill, KY 41222

Rates – Charges – Rules - Regulations

For Furnishing

SEWER SERVICE

IN

Bush Gardens Subdivision, Johnson County, Kentucky

FILED WITH THE

PUBLIC SERVICE COMMISSION

OF

KENTUCKY

DATE OF ISSUE March 29, 2016

DATE EFFECTIVE March 24, 2016

ISSUED BY Linda Bowling

TITLE Owner

KENTUCKY
PUBLIC SERVICE COMMISSION
Aaron D. Greenwell
ACTING EXECUTIVE DIRECTOR
TARIFF BRANCH
Bunt Kirtley
EFFECTIVE
5/1/2016
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

A EA Bush Gardens Subdivision, Johnson Co., KY

PSC KY NO. 1

1st Revised SHEET NO. 1

Bush Gardens Enterprises, LLC
(NAME OF UTILITY)

CANCELLING PSC KY NO. 1

Original SHEET NO. 1

A. Monthly Rates

All customers. (All customers are residential customers.) $123.65

B. Special Non-Recurring Charge Amounts

Connection Inspection Fee	$45.00	(D)
Late Payment Charge	10%	(N)

DATE OF ISSUE March 30, 2016

DATE EFFECTIVE May 1, 2016

ISSUED BY Linda Bowling

TITLE Owner

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. _____ DATED 3/31-/4

KENTUCKY
PUBLIC SERVICE COMMISSION

Aaron D. Greenwell
ACTING EXECUTIVE DIRECTOR

TARIFF BRANCH

Bunt Kirtley

EFFECTIVE

5/1/2016

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

B. Deposits

The utility requires a cash deposit to secure payment of bills. The deposit shall not exceed 2/12 of the average annual bill.

Deposit amount(s) shall be as follows: 2/12 of the estimated annual bill

Service will be refused or discontinued if payment of deposit is not made.

Customers who connected to the system prior to this policy becoming effective on June 15, 2016 will not be charged a deposit unless they are disconnected or they fail to maintain a satisfactory payment history. A satisfactory payment history is defined as no disconnects or no more than three (3) late payment charges assessed during a twelve (12) month period.

Interest will accrue on all deposits at the rate prescribed by law beginning on the date of the deposit. Interest accrued will be refunded to the consumer or credited to the consumer's bill on an annual basis. If interest is paid or credited to the consumer's bill prior to twelve (12) months from the date of deposit or the last interest payment date, the payment or credit shall be on a prorated basis.

Deposits will be refunded to customers upon termination of service.

KENTUCKY
PUBLIC SERVICE COMMISSION

Aaron D. Greenwell
ACTING EXECUTIVE DIRECTOR

TARIFF BRANCH

Bunt Kirtley

EFFECTIVE

6/15/2016

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

D. New Connections

Any new connections to existing sewer lines shall be made by the prospective customer who applies for and contracts to use service for one (1) year or more. Any such connection made at the property line of a prospective customer shall be classified as a normal connection.

All new connections to the sewer line shall be inspected by the utility. A connection inspection fee will be charged for such inspection.

E. Billing and Collection

Billing for sewage service furnished by the utility shall be made on a monthly basis, and each such bill shall be subject to the schedule for payment imposed by the utility according to its applicable rules.

Service will be billed on or around the 25th day of each month with payment being due by the 10th of each month. Bills are to be paid at Bush Gardens Enterprises, LLC.

F. Banned Substances

No substances shall be placed or discharged into the sanitary sewer system which will create a combustible, gaseous, explosive or inflammable condition in such sewer system nor shall any substances or objects be placed or discharged into the sewer system which will not dissolve and which will thus cause an obstruction and clogging within the system. No petroleum products shall be placed or discharged into the sewer system. No storm water or surface water drain shall be connected with the sanitary sewer system nor shall any storm or surface water be otherwise introduced into the sewer system.

G. Sewer Lines

A sewer pipe shall not be laid in the same trench with a water pipe.

If a governmental agency requires an inspection of the customer's plumbing, the utility shall not connect the customer's service pipe until it has received notice from the inspection agency certifying that the customer's plumbing is satisfactory. When necessary to move or relocate facilities, the cost will be paid by the party or parties requesting such relocation.

Any customers ultimately connected under this arrangement shall be charged according to the utility's current approved rates filed with the Public Service Commission. For purposes of this provision the term "prospective customer" shall mean any person, firm or corporation which expresses an intent to become an ultimate user or customer of the utility at the time of the connection inspection charge.

H. Sewer Failure

The utility is responsible for the maintenance of that portion of the service line installed by the utility and the customer is responsible for the maintenance of that portion installed by the customer.

I. Protection by Customer

Customer shall protect the equipment of the utility on his premises and shall not interfere with utility's property or permit interference except by duly authorized representatives of the utility.

J. Notice of Trouble

The customer shall give immediate notice to the utility of any irregularities or unsatisfactory service and of any known defects.

K. Customer Request for Termination of Service

Customers who have fulfilled their contract terms and wish to discontinue service must give at least three (3) days' notice. The notice may be given in writing, in person or via telephone. Notice to discontinue prior to expiration of contract term will not relieve the customer from any minimum or guaranteed payment.

L. Discontinuance of Service by Utility

The utility may refuse or discontinue service to an applicant or customer, after proper notice, for failure to comply with its rules and regulations or state and municipal rules and regulations, when a customer or applicant refuses or neglects to provide reasonable access to the premises, for fraudulent or illegal use of service, or for nonpayment of bills. If discontinuance is for nonpayment of bills, the customer shall be given a minimum of five (5) days written notice, separate from the original bill, and cut-off shall be effected not less than twenty (20) days after the mailing date of the original bill unless, prior to discontinuance, a residential customer presents to the Utility a written certificate, signed by a physician, registered nurse, or public health officer, that such discontinuance will aggravate an existing illness or infirmity on the affected premises, in which case discontinuance may not be effected until the affected resident can make other living arrangements or until not less than thirty (30) days elapse from the termination date. When a dangerous condition is found to exist on the customer's or applicant's premises, the service shall be cut off without notice or refused, and the utility shall notify the customer or applicant immediately in writing and, if possible, orally of the reasons for the termination or refusal.

M. Special Non-recurring Charge Descriptions

1. Connection Inspection Fee

The connection inspection fee will be charged when any new connection is made to the utility's sewer line.

2. Late Payment Charge

A late payment charge will be assessed on any account not paid by the due date. The penalty may be assessed only once on any bill for rendered services. Any payment received shall first be applied to the bill for service rendered. Additional penalty charges shall not be assessed on unpaid penalty charges.

N. Legal Disclaimers

1. The utility shall in no event be held responsible for any claims made against it for reasons of system failure or interruption of service. No persons shall be entitled to damages or for any portion of a payment refunded for any system failure or interruption of service which in the opinion of the utility is deemed necessary.

2. No person shall maliciously, willfully, or negligently break, damage, destroy, uncover, deface, or tamper with any appurtenance or equipment which is a part of the utility's system. Any person violating this provision will be subject to immediate arrest and/or discontinuance of sewer service and shall pay the cost of repairing and/or replacing the utility's facilities.

3. If any loss or damage to the property of the utility or any accident or other injury to persons or property is caused by or results from the negligence or wrongful action of a customer, members of his/her household, or his/her agent or employee, the cost of necessary repairs or replacements shall be paid by the customer of the utility and any liability otherwise resulting shall be that of the customer.