

P.S.C. KY. NO. _____

Modifying P.S.C. KY. NO.2001-00312

EDMONSON COUNTY WATER DISTRICT
OF
BROWNSVILLE, EDMONSON COUNTY, KENTUCKY

RATES, RULES AND REGULATIONS FOR FURNISHING
WATER SERVICE
IN
EDMONSON, GRAYSON, HART, & WARREN COUNTIES

Filed with the
PUBLIC SERVICE COMMISSION
OF THE
COMMONWEALTH OF KENTUCKY

ISSUED: December 27, 2010

EFFECTIVE: _____

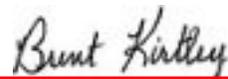
ISSUED BY EDMONSON COUNTY WATER DISTRICT

By: 
Jimmy Mills, Chairman

KENTUCKY
PUBLIC SERVICE COMMISSION

JEFF R. DEROUEN
EXECUTIVE DIRECTOR

TARIFF BRANCH



EFFECTIVE

7/15/2011

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

EDMONSON COUNTY WATER DISTRICT
RULES AND REGULATIONS

The following are the rules and regulations of the Edmonson County Water District. No employee or individual Commissioner of the District is permitted to make an exception to these rules, regulations or rates. These rules and regulations are subject to change by the Water District Commissioners at any time subject to the approval of the Public Service Commission.

PART I — SERVICE INFORMATION

- A. Upon written request the District will provide its customers or prospective customers such information as is reasonably possible in order that they may obtain safe, efficient and continuous service. The District will inform its customers of any changes made or proposed in the character of its service that might affect the efficiency, safety or continuity of operation.
- B. The District will obtain the approval of the Public Service Commission prior to making any substantial change that would affect its customers.
- C. The District will inform each applicant for service of each type, class, and character of service available at his/her location.
- D. Upon written request the District will provide the following information to any applicant/customer:
 - 1. Characteristics of water:
 - a. A written description of chemical constituents and bacteriological standards for treated water as required by the Natural Resource Cabinet.
 - b. A copy of the District's test results for chemical constitutes and bacteriological tests.
 - 2. Rates.
 - a. A schedule of the District's rates for water service applicable to the service to be rendered to the customer.
 - 3. Reading Meters.
 - a. The District will provide information of the method and time of reading meters.
 - 4. The District, upon written request, will provide a customer past meter readings and usage for a period of the last twenty four (24) months.

PART II— GENERAL RULES AND REGULATIONS

- A. All taps and connections to the mains of the District shall be made by and/or under the direction and supervision of District personnel.
- B. Applications for Service. Application for various services provided by the District shall be made using the following forms according to the type and nature of the service requested. Attached in

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EDMONSON COUNTY WATER DISTRICT
RULES AND REGULATIONS

Section XII Forms. For new retail customers of the Water District the minimum bill shall be payable for twelve (12) months even if no water is used.

1. Water Service Contract
 - a. Residential 5/8" X 3/4 "
 - b. Meters Larger than 5/8" X 3/4"
 2. Easements
 3. Membership Receipt
 4. Automatic Withdrawals for Payment
 5. Line Extension Agreement
 6. Water Hydrant Agreement
- C. Water service may be discontinued by the District for the violation of any rule, regulation, or condition of service, including, but not limited to the following prohibited acts:
1. Misrepresentation in the application or contract as to the property or fixtures to be supplied or additional use to be made of water.
 2. Failure to report to the District additions to the property or fixtures to be supplied or additional use to be made of water.
 3. Resale of water.
 4. Waste or misuse of water due to improper or imperfect service pipes and/or failure to keep said pipes in suitable state of repair.
 5. Tampering with meter, meter seal, service, or valves or permitting such tampering by others.
 6. Connections, cross-connections, or permitting the same, of any separate water supply to premises which receive water from the District.
 7. Non-payment of bills.
- D. Each customer of the District shall be required to pay a membership fee in the amount of \$25.00 which shall remain on deposit with the District until service is terminated. All such membership fees shall bear interest at a rate that is negotiated annually with the bank that is the depository for the membership account. The membership fee plus interest shall be credited to the customers account when service is terminated. Any credits due the customer after final charges have been paid will be mailed to the last address on record. If there is a credit balance of less than \$1.00, no refund shall be made and that amount will be credited to the Non-Utility Income Account. An owner of

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RULES AND REGULATIONS

- property may keep the membership deposit with the District for the purpose of returning the water service to owner if the tenant request the service to be terminated. The owner will be responsible for the water usage from and after the date of the request.
- E. Any customer desiring to discontinue the water service to his premises for any reason must give notice of discontinuance at the business office of the District in writing; otherwise a customer shall remain liable for all water used and service rendered by the District until said notice is received by the District. Form "G"
- F. Bills and notices relating to the conduct of the business of the District will be mailed to the customer at the address listed on the user's agreement unless a change of address has been filed with the District in writing and the District shall not otherwise be responsible for delivery of any bill or notice nor will the customer be excused from the payment of any bill or any performance required in said notice.
- G. Billing and Disconnect:
1. Bills for water service are due and payable at the office of the District or to any designated agent on the date of issue. Bills will be mailed once each month. Meters that are installed twenty (20) days or more before the latest bill date of each billing cycle will receive a water bill the first month with other customers billed the following month. The Water District shall read the meters for the first billing cycle of the month between the 2nd and 15th of each month and the meters for the second billing cycle of the month between the 17th and last day of the month. Bills shall be mailed within five days after the close of the reading cycle. The past due date shall be the 28th for bills mailed for the 15th of the month cycle and the 13th for bills mailed for the last day of the month cycle. Bills must be received in the office by the close of a business day to receive the discounted rate. If the due date should fall on a day when the District Office is closed, then the due date shall be the immediate next business day. All wholesale and retail customers shall pay a ten percent (10%) penalty if the bill is not paid by the discount date. Wholesale customer meters will be read and mailed the last workday of the month with the due date being the 10th of the following month. The disconnect date for wholesale customers shall be the 30th day of the month that bill is due.
 2. Whenever rates and charges remain unpaid after the due date, the District shall serve the delinquent customer a written final notice of said delinquency. The delinquency notice will be mailed for each billing cycle between five (5) and ten (10) days after the billing cycles due date, with the date of disconnect to be ten (10) days after the date the notice was mailed. If a delinquent bill is not paid within ten (10) days after date of such final notice, the water supply to any delinquent customer shall be discontinued without further notice, and not reconnected until all

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RULES AND REGULATIONS

- delinquent charges, including penalty and reconnect fees are paid in full.
3. The District shall not serve a delinquent customer a notice of delinquency for any amount that is less than the minimum bill plus other approved charges ($12.00 + .36 + 1.20 = 13.56$ + sales tax (if due)) or to any customer that has only a penalty amount delinquent. Said customer will not be disconnected.
- H. Where the water supply to a delinquent customer has been disconnected by request or for non-payment of a delinquent bill, a charge in accordance with the Reconnect Charges herein contained will be made for re-connection of water service and re-connection shall not be made until the requirements of these rules and regulations have been complied with. The Water District will choose the method of termination of service that it deems best for each customer location.
- I. Deleted
- J. The Great Onyx Job Corps Center is responsible for reading its own meter on the fifteenth of each month and calling in this reading in order for its bill to be prepared and mailed earlier. The District will check the meter reading when that meter route is read for verification of the reading. The disconnect date will be the 30th of the following month.
- K. The District reserves the right to request a nominal sum to be placed on deposit with the District for the purpose of establishing or maintaining any customer's credit.
- L. All meters shall be installed, renewed, and maintained at the expense of the District, but the District reserves the right to determine the size and type of meter used.
- M. Upon written request of any customer, the meter serving said customer shall be tested by the District. If the meter tests within 2% accuracy, than the customer will be required to pay a test fee of \$65.00 provided the meter has been tested within the 10 years as required by the PSC. If a meter is inaccurate in excess of 2%, adjustments shall be made in accordance with the regulations of the Public Service Commission.
- N. Where a meter has ceased to register, or a meter reading could not be obtained, the quantity of water consumed will be based upon an average of the prior twelve (12) months' consumption and the conditions of water service prevailing during the period in which the meter failed to register. If usage records are not available for an entire twelve (12) month period, the water bill will be estimated using the average usage of similar customers for the prior twelve (12) month period, subject to an upward or downward adjustment once a twelve month average of actual meter readings can be calculated.
- O. The District shall make all reasonable efforts to eliminate interruption of service and when such

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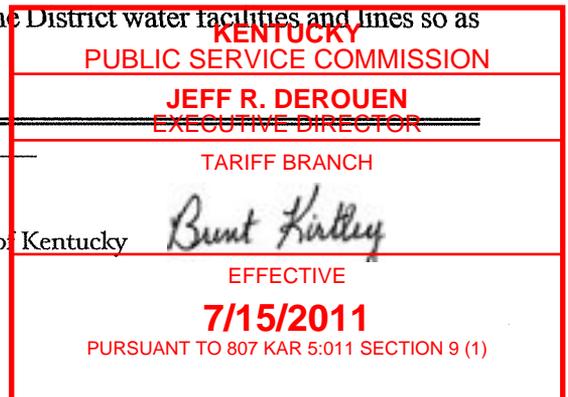
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EDMONSON COUNTY WATER DISTRICT
RULES AND REGULATIONS

- interruptions occur will endeavor to re-establish service with the shortest possible delay. When the service is to be interrupted all consumers affected by such interruption will be notified in advance whenever it is possible to do so.
- P. The District shall in no event be held responsible for any claims made against it by reason of the breaking of any mains or service pipes or by reason of any other interruption of the supply of water caused by the failure of machinery or stoppage for necessary repairs. No persons shall be entitled to damages nor for any portion of a payment refunded for any interruption of service which in the opinion of the District may be deemed necessary.
- Q. Customers having boilers and/or pressure vessels receiving a supply of water from the District must have a check valve on the water supply line and a vacuum valve on the steam line to prevent collapse in case the water supply from the District is discontinued or interrupted for any reason with or without notice.
- R. The premises receiving a supply of water and all service lines, meters and fixtures including any fixtures within said premises, shall at all reasonable hours be subject to inspection by the District should the District have reason to believe that unauthorized use of water is occurring.
- S. Piping on the premises of a customer must be so installed that connections are conveniently located with respect to the District lines and mains. The customer shall provide a place for metering which is unobstructed and accessible at all times.
- T. The customer's service line shall be installed and maintained by the customer at his own expense in a safe and efficient manner and in accordance with the District rules and regulations and with the regulations of the Office of Housing, Building & Construction Division of Plumbing.
- U. If any loss or damage to the property of the District or any accident or other injury to persons or property is caused by or results from the negligence or wrongful action of the customer, members of his household, his agent or employee the cost of the necessary repairs or replacements shall be paid by the customer to the District and any liability otherwise resulting shall be that of the customer.
- V. Water furnished by the District may be used for domestic consumption by the customer, member of his household and employees only. The customer shall not sell the water to any other person.
- W. All customers shall grant or convey or shall cause to be granted or conveyed to the District a perpetual easement and rights of way across any property owned or controlled by the customer wherever said easement or right of way is necessary for the District water facilities and lines so as to be able to furnish service to the customer.

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RULES AND REGULATIONS

- X. Complaints may be made to the manager of the system whose decision may be appealed to the Commission of the District in writing within ten days of the decision of the manager; otherwise, the decision of the manager will be final. Each customer shall continue to have the right to appeal any decision of the District to the Public Service Commission in accordance with its regulations.
- Y. A customer who requests service whose property line is over 100 feet from the water main must sign an agreement between the Water District and the property owner (customer) as to what each party will be responsible for. (Copy Attached) This contract was approved by order of the Public Service Commission in 90-114, dated July 9, 1990.
- Z. All new signers are required to submit proof that an inspection permit has been applied for from the appropriate Office of Housing, Building and Construction Division of Plumbing, and such permit must be presented before a meter can be purchased.
- AA. All land owners are responsible for the cost of repairing or replacing any damaged property of the District on their property, if found to be responsible for said damage.
- BB. Subject to the approval of the District or its manager, customers may move meters at their own expense.
- CC. When a customer pays by check and has insufficient funds to cover it, then the District will notify the customer by mail of such return check. The customer will have ten (10) days from date of notice to pay the check amount, plus any late fees now due, plus a return check fee of twenty-five dollars (\$25.00) or the meter service will be discontinued. If service is discontinued then the additional reconnect and membership fee will also be due before service will be resumed. When a customer has three (3) returned checks within a calendar year, than the District may require that customer payments be by cash or credit card.
- DD. The Water District will accept automatic withdrawals for payment of bills. The District will provide forms (as required by the Bank) to any customer desiring such service. The customer is responsible for payment until the automatic withdrawals is processed. (Normally sixty (60) days.) If the customer has insufficient funds and the automatic fails to process, then the Water District will notify the customer by mail. The customer will be required to pay within seven (7) days of the date of the notice the amount of the bill, plus any late charges now due, plus a return draft fee of twenty-five dollars (\$25.00) or the meter service will be discontinued. If service has been discontinued, then the additional re-connect fee and membership fee will be due before service will be resumed. If customer's bank draft is returned three (3) times within a calendar year, then the Water District may require that customer to pay by cash or credit card.

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EDMONSON COUNTY WATER DISTRICT
RULES AND REGULATIONS

EE. The Water District will accept the following Credit Cards (Master Card, Discover, Visa, American Express, Diners & Blanche, and Debit Checking Cards) for payment of the regular water bills including taxes, reconnect charge, membership charge (if not with application for service), meter test charge, service call investigation charge, return check charge, or return bankdraft charge. Note the Water District does not accept credit card payments for meter service installation charge or fire and fill hydrant charges.

Customers choosing to pay by credit or debit card shall be charged a fee equal to that fee charged to the Water District by the Credit or Debit Card Processing Company. Prior to processing a credit or debit card transaction the Water District shall inform the customer of the fee amount and upon request by the customer, the formula employed to arrive at the amount charged.

If on the bill due date an attempt to pay the credit card or debit card is made and the card is declined for any reason, payment is still due in full on that date and will be considered late after that date. All late charges and penalties will be applied, if a customer is paying on our disconnect day and the card is denied, the same rules above apply, in addition to service being disconnected.

FF. Water main Extensions

1. An extension of fifty (50) feet or less to serve an applicant will be made by the District without charge to the applicant who shall apply for and contract to use the service for twelve (12) months or more, in a manner to be determined by the District.

2. An extension of the utility's main to serve an applicant or group of applicants of more than fifty (50) feet per applicant the District will either construct or pay the applicant or group of applicants for fifty feet (50ft) of water mains cost for each applicant that pays the Water District's approved "tap on fee" at the beginning of construction. The extension will be done in a manner established by the District and according to the District Plans and Specifications for both material and installation. Copy of Extension Contract attached in Section Part XII Forms.

PART III — FIRE PROTECTION

A. SECTION ONE: FIRE SPRINKLER SYSTEMS:

1. The Water District will permit the installation of fire Sprinkler System provided that the following requirements are met:

a. A professional engineer with a Kentucky registration must certify that the flow rate is sufficient to meet the legal requirements for said system.

b. The total cost of installation including the engineer's certification shall be paid by the

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For Entire Service Area
PSC KY No. _____
Revised Sheet No. 8
Canceling PSC No. 2001-00312
Original sheet(s) no(s) ____

EDMONSON COUNTY WATER DISTRICT
RULES AND REGULATIONS

customer in lieu of a tap on fee charge.

c. No domestic water shall be used from the fire sprinkler line unless the line is tapped and a meter installed for such use.

2. The fire sprinkler main line, valves and appurtenances to the valve past the domestic meter shall become the property of the water district. The water main from the valve past the domestic meter, any appurtenances attached thereto and the fire sprinkler system shall be owned by the customer and must be properly maintained. If the customer fails to maintain said system, the water district shall have the right to discontinue service and notify the fire chief of the district within which the premises is located, the casualty insurance carrier, and the owner of the premises of said discontinuance. It shall be the responsibility of the customer to keep the water district notified of the name and address of the casualty insurance carrier.

3. If a fire occurs and the sprinkler system uses water, then the local fire department will estimate the number of sprinkler heads, time and rate of flow and submit the estimation to the water district. The water district will bill the customer for the amount of water used according to the water district's standard water rate in effect on the date of the fire and as previously approved by the Public Service Commission.

4. The water district does not guarantee a water supply including the supply to the customer's fire protection system at any particular flow rate or pressure. The fire flow may vary depending on other water demands on the system, various water facility limitations or other circumstances, including, but not limited to, water main line breakage, pump failure, power failure, etc. The customer will indemnify and hold harmless the water district and its employees from and against all claims, damages, losses and expenses incurred as a result of insufficient water supply or deficient system facilities.

5. The fire sprinkler system tap on fee shall be the actual cost of installation and any professional fees and expenses.

B. SECTION TWO: HYDRANTS

1. Fire Hydrants: The water district will install fire hydrants on six (6") inch lines or larger for fire departments or others provided the water district is paid the special installation charge as in effect on the date of application in the district's tariffs, and that the total cost of installation including the engineer's certification that the flow rate from the hydrant will meet the requirements of the regulations of the Kentucky Public Service Commission.

a. New Fire Hydrants:

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RULES AND REGULATIONS

1. A new fire hydrant will not be installed unless:
 - a. A professional engineer with a Kentucky registration has certified that the system can provide a minimum fire flow of 250 gallons per minute, and
 - b. The system supporting this flow has the capability of providing this flow for a period of not less than two (2) hours plus normal domestic consumption at the maximum daily rate.
 2. The hydrants may be installed by the water district or the water district may obtain a contractor for the installation.
- b. Previously Installed Fire Hydrants:
- I. Fire Hydrants installed on six inch (6") or larger line prior to the approval date by the PSC of preceding rules and regulations, that have a fire flow rate that meets applicable PSC regulations.
 - a. A professional engineer with a Kentucky registration shall certify that the existing system can provide a minimum fire flow of 250 gallons per minute, and
 - b. The system supporting this flow has the capability of providing this flow for a period of not less than two (2) hours plus consumption at the maximum daily rate.
 2. Such hydrants will be identified by color code and the fire departments advised in writing of the fire hydrant locations.
 3. Fire hydrants installed on six inch (6") line or larger prior to the approval date by the PSC of preceding rules and regulations, that have a flow rate of less than two hundred fifty (250) gallons per minute at twenty (20) PSI residual pressure will be identified by color code and the fire departments advised in writing of the fire hydrant location. These hydrants are to be used as fill hydrants only.
 - c. Use of Fire Hydrants: Fire hydrants are to be used and operated only for fighting fires and training by fire departments.
2. Fill Hydrants: The water district will install fill hydrants on three (3") inch, or larger mains that do not otherwise meet the fire flow criteria, for fire departments or others provided the water district is paid the special installation charge as in effect on the date of application in the district's tariffs.

a. A fill hydrant is a hydrant installed prior to the original approval date by the PSC of these rules and regulations, which was to be used to fill fire trucks by gravity flow only and were

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For Entire Service Area
PSC KY No. _____
Revised Sheet No. 10
Canceling PSC No. 2001-00312
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EDMONSON COUNTY WATER DISTRICT
RULES AND REGULATIONS

installed on four (4") lines or larger lines if the lines do not meet the required fire flow. These hydrants will be identified by color code and the fire departments advised in writing of each such hydrant's location.

b. While fill hydrants are provided as a service to the public within the water district's service area, and because of the potential for damage to the water district's system and then un-metered use of water, these hydrants are only to be used and operated for fighting fires and training by fire departments.

3. As a service to the public within its service area, the water district will provide water to fight fire free of charge not to exceed one hundred thousand (100,000) gallons per fire. In the event that more than one hundred thousand (100,000) gallons are used in fighting a fire, the owner of the property where the fire occurs shall pay for all of the water used in accordance with the water district's standard water rate in effect on the date of the fire and approved by the PSC.

4. Hydrants shall not be used by any contractor, property owner, governmental agency, individual or others to service water for any purpose. The use of a hydrant by anyone other than properly authorized fire department personnel for fighting a fire or training, or by a representative of the water district, shall be considered as "theft of service" and prosecuted in accordance with the laws of the Commonwealth of Kentucky.

5. The fire departments utilizing fire hydrants or fill hydrants connected to the water district's water main shall maintain a record of any water used. The fire department will report the date and gallons used to the water district by the fifth (5th) of the month for the preceding month. Forms will be provided by the water district and the fire departments shall report even if there is no usage.

Pursuant to regulations of the Public Service Commission, failure to timely file the required report by a fire department shall result in a penalty of \$1.00 for each such failure.

6. The water district does not guarantee a water supply including the supply to the customer's fire protection system at any particular flow rate or pressure. The fire flow may vary depending on other water demands on the system, various water facility limitations or other circumstances (including but not limited to water main line breakage, pump failure, power failure, etc.) The customer will indemnify and hold harmless the utility and its employees from and against all claims, damages, losses, and expenses incurred as a result of insufficient water supply or deficient system facilities.

7. Fees and Charges:

Fire hydrant installation fee - \$200.00, plus actual cost. Fill hydrant installation fee - \$175.00, plus

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EDMONSON COUNTY WATER DISTRICT
RULES AND REGULATIONS

actual cost.

8. Fire Departments:

A fire department is defined as: Any municipal fire department, fire protection district fire department or volunteer fire department, which does not receive public funds from the Commonwealth of Kentucky, or any political subdivision thereof, for the purpose of offsetting fifty percent (50%) or more of its operational expenses.

9. A copy of the fire/fill hydrant contract is attached in section Part XII Forms.

PART IV — LEAK ADJUSTMENTS.

A. Leak Adjustment — Any retail customer of the Water District who has a leak may request an adjustment on the water bill:

Provided That:

That there has not been a previous adjustment due to leaking within a sixty (60) month period. A customer may request one leak adjustment within a sixty (60) month period. Any leak that a customer chooses to pay for shall not be considered for an adjustment at a later date. Any adjustment request must be made at the time of receiving the monthly bill that reflects the leak and not later than the due date of the bill. In the event of an adjustment approved by the Water District, the customer shall pay an average monthly bill, being calculated by averaging the last twelve (12) month usage, plus two dollar (\$2.00) per one thousand (1,000) gallons for the balance of the meter usage above the average usage. The adjustment may be considered for two (2) consecutive months bill.

The customer will cooperate with the District to evaluate the request. Should the Water District find that the leak request was due to usage (filling swimming pool, irrigation, cattle water overflow, leaving water running or etc.) then the Water District will charge the customer the full amount adjusted and any late charge due and a service charge.

B. If a customer has a leak for more than ten thousand (10,000) Gallons and chooses not to take a leak adjustment, then the customer may execute a promissory note to mature within six (6) months to the District with monthly payments being an average water bill, plus one sixth (1/6) of the charge after their average monthly usage but at least twenty-five dollars (\$25.00) monthly.

PART V — WATER THEFT POLICY

When a property is receiving water by any other means than the metering device that is installed by the Water District, it will be considered "Theft of Service." When such theft occurs then the

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RULES AND REGULATIONS

individual that is receiving the water service or the property owner will be responsible for said theft. If water service provided by the District has not been discontinued more than sixty (60) days, then the customer shall pay an average bill for the two (2) months plus a service call investigation charge and the appropriate re-connect and membership fees. If water service has been discontinued more than sixty (60) days, then the customer shall pay an average bill for the first three (3) months, then a minimum bill for balance, plus a service call investigation charge and the appropriate reconnect and membership fee.

PART VI — TRANSFER OF WATER SERVICE

An owner of Real Estate that is in the Water Districts service area may transfer service in the following ways:

1. Owner of property can transfer their service to a Buyer provided the final and any outstanding balances have been paid. (Copy of transfer Form "A" attached)
2. When property is being served during the term of a water user's contract, which shall be for a period of twelve (12) months, the meter can be transferred if there are no outstanding balances.
3. A Buyer of property can transfer the service to the property provided they present a copy of their Deed at the time of signing the proper forms. (Copy of transfer Form "A" attached)
4. Owner of property can transfer the service to a renter provided the following have been met:
 - a. The Renter does not have an outstanding balance with the District at another location.
 - b. The Renter signs an affidavit verifying that no one residing in the property has an outstanding balance with the District. (Copy B attached)
 - c. The renter will be required to pay the approved reconnect and membership charge at the time service is requested.
5. The Rental Transfer Forms (Forms B & C) must be processed in the following manner: Paperwork must be complete at the office by the owner first or if mailed out received at the office before the renter can sign and pay the proper fees.
6. A property owner that has water service with the District may transfer and abolish their

Date of Issue: December 27, 2010; Effective Date: _____

Issued By: Jimmy Mills, Jimmy Mills, Chairman
Issued by the Authority of an Order of the Public Service Commission of Kentucky
in Case No. _____, Dated: _____

**KENTUCKY
PUBLIC SERVICE COMMISSION**

**JEFF R. DEROUEN
EXECUTIVE DIRECTOR**

TARIFF BRANCH

Brent Kirtley

EFFECTIVE

7/15/2011

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

EDMONSON COUNTY WATER DISTRICT
RULES AND REGULATIONS

rights to the water service to another individual or etc. provided that there are no outstanding balances by signing the transfer form. (Form D)

7. A Real Estate Agent or Broker that has a listing contract for the sale of real property, may transfer the water service that serves the listed property into their name provided:

- a. The transfer Form E is completed
- b. The Agent or Broker does not have a past due account
- c. The reconnect and membership charges to be paid at the time the service is requested

8. The owners of property that has been rented that is served by the District may transfer the water service into their name provided:

- a. The Notice of Possession Form is completed. (Form F)
- b. The owner does not have an outstanding balance for their service.
- c. The membership fee for their service has been paid.

PART VII — SERVICE CALL INVESTIGATION.

The Water District will make service call investigations requested by a customer. However, if the Water District is not at fault, the customer will pay for such request at the rate specified in the rates and charges section. Investigation into water theft is considered chargeable at those rates.

PART VIII — PARTIAL PAYMENT PLAN

A. Any residential customer that has been mailed a delinquent/termination notice may make a request to make a partial payment on their water bill. The Water District will review that request to see if the customer meets the following requirements:

- 1. The request shall be made by the customer prior to the service being disconnected.
- 2. The customer has not been delinquent in prior partial payments to the District.
- 3. The customer has not already requested a partial payment note for a leak.
- 4. Partial payment cannot be made for any non-recurring charges or any other form of payment that has been denied.
- 5. A partial payment request will be completed at the time of request.
- 6. Failure of customer to make either payment in the proper time frame will cause termination of service without further notice.
- 7. Any customer that fails to carry out the partial payment plan will not be eligible for further consideration by the District.

Date of Issue: December 27, 2010; Effective Date: _____

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PUBLIC SERVICE COMMISSION
JEFF R. DEROUEN EXECUTIVE DIRECTOR
TARIFF BRANCH
<i>Brent Kirtley</i>
EFFECTIVE
7/15/2011
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

EDMONSON COUNTY WATER DISTRICT
RULES AND REGULATIONS

9. No customer can have more than one partial payment plan in effect at one time.

- B. Delinquent Customer is defined as a customer that has not paid their water bill and other approved charges by the Due Date.

PART IX — SYSTEM INSPECTION POLICY

The Water District's inspection policy will be performed to assure safe operations of its facilities, proper maintenance is being performed and compliance of the District's rules and regulations and other agencies.

PART X — LEGAL DISCLAIMERS

- A. 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 nor 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.
- B. No person shall maliciously, willfully, or negligently break, damage, destroy, uncover, deface, or tamper with any structure appurtenance or equipment which is a part of the utility's water system. Any person violating this provision will be subject to immediate arrest and/or discontinuance of water service and shall pay the cost of repairing or replacing the utility's facilities.
- C. If a 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, 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.
- D. For purposes of fire protection, including any customer's fire protection system, the utility cannot guarantee a water supply at any particular flow rate or pressure. The fire flow may vary depending upon other water demands on the system, various water facility limitations, or other circumstances. The customer will indemnify and hold harmless the utility and its employees from and against all claims, damages, losses, and expenses incurred as a result of insufficient water supply or deficient system facilities.

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Date of Issue: December 27, 2010; Effective Date: _____

Issued By Jimmy Mills, Jimmy Mills, Chairman
Issued by the Authority of an Order of the Public Service Commission of Kentucky
in Case No. _____, Dated: _____



For Entire Service Area
PSC KY No. _____
Revised Sheet No. 15
Canceling PSC No. 2001-00312
Original sheet(s) no(s) ____

EDMONSON COUNTY WATER DISTRICT
RULES AND REGULATIONS

PART XI - RATES AND CHARGES

- A. Connection Charges
1. Tap on Fee for $\frac{5}{8}$ X $\frac{3}{4}$ Meter Service \$ 575.00
 2. All Tap on Fees for Meter Service larger than $\frac{5}{8}$ X $\frac{3}{4}$ Actual cost with payment of \$200.00 with application
 3. Fire Hydrant Installation Charges \$200.00 plus actual cost with payment of \$1,000.00 with application
 4. Fill Hydrant Installation Charges \$175.00 plus actual cost with payment of \$1000.00 with application
- B. Rates: Monthly
- First 1,500 gallons \$12.00 Minimum Bill
All Over 1,500 gallons \$ 4.50 per 1,000 gallons
- C. Wholesale Rate
- City of Brownsville \$ 2.70 per 1,000 gallons
- D. Special Non-Recurring Charges
1. Reconnect Charge \$ 50.00
 2. Meter Test Charge \$ 65.00
 3. Return Check Charge \$ 25.00
 4. Return Bankdraft Charge \$ 25.00
 5. Membership Charge \$ 25.00
 6. Meter Relocation Actual Costs
or Re-sitting Charge
 7. Water Line Relocation Actual Costs
or Lowering Charge
- E. Service Call Investigation
- 0 - 9.99 Miles \$ 25.00
10 - 19.99 Miles \$ 35.00
Over 20 Miles \$ 50.00

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KENTUCKY
PUBLIC SERVICE COMMISSION

JEFF R. DEROUEN
EXECUTIVE DIRECTOR

TARIFF BRANCH

Brent Kirtley

EFFECTIVE

7/15/2011

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

PART XII – FORMS:

Form "A"

TRANSFER OF WATER SERVICE

I, _____, Seller, do hereby certify that I have sold my property at _____ served by the Edmonson County Water District to _____, Buyer, whose mailing address is _____. The sale includes my water meter service located at the property. I direct that any future correspondence concerning the service be directed to the buyer at his/her address.

ACKNOWLEDGEMENT

I, _____, Buyer, do hereby acknowledge that I have purchased the property described above, including the meter service. Please direct all future correspondence to me at this address _____. I am ___ paying my membership deposit with this acknowledgement, or ___ I am accepting the transfer of the membership deposit from the Seller and accept responsibility of the water bill commencing with the last meter reading on _____. Phone No. _____

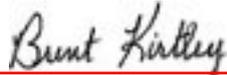
_____ Date: _____

CERTIFICATION

I, _____ do hereby certify that I am the legal _____ Power of Attorney _____ Executrix/Executor _____ Administrator _____ Spouse _____ Owner/Buyer And thereby do have the authority to act on behalf of _____ whose property at _____ is in the service area of the Edmonson County Water District. I do hereby certify that I will hold the Edmonson County Water District harmless of any claim arising out of this transaction.
Buyer _____ Date _____

County of _____
State of _____

The foregoing instrument was acknowledged, subscribed and sworn to before me this _____ day of _____, 20____ by _____
My commission expires _____ Notary _____

KENTUCKY PUBLIC SERVICE COMMISSION
JEFF R. DEROUEN EXECUTIVE DIRECTOR
TARIFF BRANCH 
EFFECTIVE 7/15/2011 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

COMMONWEALTH OF KENTUCKY

AFFIDAVIT

COUNTY OF EDMONSON....SCT

I, _____, the undersigned, being under oath, represent and state to the Edmonson County Water District (Water District), that I have made application for water services to be supplied in my name at _____, _____, Kentucky _____, within the service area of the Water District. I have been made aware that the previous purchaser _____ at that address has defaulted in payment for water services provided by the Water District and that there is a balance owed of \$ _____.

I state that I am not related by blood or marriage to the prior customer, nor have any relationship with the previous customer which would lead to the previous customer residing at the address above or, to the best of my knowledge and belief, being benefitted either directly or indirectly by water service provided by the Water District after the service is placed in my name.

This _____ day of _____, 20_____.

Print or type name of applicant

Subscribed and sworn to before me by _____
this _____ day of _____, 20_____.

My commission expires: _____

Notary Public

KENTUCKY PUBLIC SERVICE COMMISSION
JEFF R. DEROUEN EXECUTIVE DIRECTOR
TARIFF BRANCH <i>Brent Kirtley</i>
EFFECTIVE 7/15/2011
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

TRANSFER OF WATER SERVICE
(Rental Property)

I, _____, Owner, do hereby transfer my water service at
_____ to _____, Tenant, and
direct that the Edmonson County Water District direct any further correspondence regarding
water service at that address to Tenant at the address directed by Tenant below. I understand
that I cannot terminate the water service as long as the Tenant has kept current with the Water
District.

MEMBERSHIP PAYMENT

_____ Please keep my Membership Deposit and if the Tenant requests the meter to be
disconnected. I direct the District to return the water service to me and I will be
responsible for the water billing from and after the date of request and thereafter. (No
transfer shall be made for delinquent bills.)

Membership will be held due to service being under contract.
The Membership and interest will be credited to my account and mail any balance due or credit
to me at this address _____.

Sign _____
Date _____
Phone _____

County of _____
State of _____

The foregoing instrument was acknowledged, subscribed and sworn to before me this
the _____ day of _____, 20____, by _____.
My commission expires _____
Notary Public State at Large _____

ACKNOWLEDGEMENT

I, _____, Tenant, do hereby acknowledge that I have rented the property
belonging to Owner identified above. I have been informed that I will be responsible for all
water services from and after the date of this acknowledgement and that any default in
payment will cause the Edmonson County Water District to discontinue service at that location
and that no future transfers of service at that location or any other location served by the
District will be made until and unless all delinquent bills are paid and satisfied. Please forward
correspondence to me at _____

Sign _____
Date _____
Phone _____

KENTUCKY
PUBLIC SERVICE COMMISSION

JEFF R. DEROUEN
EXECUTIVE DIRECTOR

TARIFF BRANCH

Brent Kirtley

EFFECTIVE
7/15/2011
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

WATER TAP TRANSFER OF OWNERSHIP

I _____, Owner of a water service located at _____, do hereby certify that the water service is no longer used by me and I therefore request that the water service located at that address be transferred to:

_____, whose address is:

Date

I, _____, do hereby accept the water service located at _____.

Date

KENTUCKY PUBLIC SERVICE COMMISSION
JEFF R. DEROUEN EXECUTIVE DIRECTOR
TARIFF BRANCH <i>Brent Kirtley</i>
EFFECTIVE 7/15/2011 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

WATER SERVICE SPECIAL TRANSFER

I, _____, the undersigned, whose mailing address is _____, represent to the Edmonson County Water District, the "District," that I am a licensed real estate sales agent or broker, and I have, or the agency employed by me has, a listing contract for the sale of real property belonging to _____ and having an address of _____, and upon which there is located a water service provided by the District.

I request that the water meter located on the property be rehung and water service continued, on condition that:

1. Any membership fee or installation charge shall be paid by me prior to the hanging of the meter;
2. Water service to the property shall be billed to me until terminated by me in writing at which time there will be a final reading of the meter and a bill submitted which will be payable ten days after submission;
3. I will be responsible for any and all damages sustained by reason of the water usage at the property.

This _____ day of _____, 20_____.

COMMONWEALTH OF KENTUCKY
COUNTY OF _____...SCT

The foregoing document was acknowledged, subscribed and sworn to before me by _____, to be his/her/their act and deed.

This the _____ day of _____, 20_____.

My commission expires: _____

Notary Public, State at Large

KENTUCKY PUBLIC SERVICE COMMISSION
JEFF R. DEROUEN EXECUTIVE DIRECTOR
TARIFF BRANCH <i>Brent Kirtley</i>
EFFECTIVE 7/15/2011 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

NOTICE OF POSSESSION OF PROPERTY

I, _____, Owner, of property located at _____, do hereby certify that _____, Tenant, has vacated the premises leased by him/her and no longer resides or occupies the property at that location having surrendered possession to me. I, therefore, request that the water service located at that address be transferred to me. My current address is _____

The Membership Deposit will be:

Paid in full with this transfer, OR

Request that the Membership for this account that is on deposit be used.

Date: _____

County of _____

State of _____

The foregoing instrument was acknowledged, subscribed and sworn to before me this the _____ day of _____, 20____, by _____.

My commission expires _____.

Notary Public, State at Large



METER PULL REQUEST

ACCOUNT NUMBER: _____

NAME: _____

FINAL BILL ADDRESS: _____

I, REQUEST MY METER ON THE _____ RD.
TO BE PULLED AS OF THIS DATE: _____

THE MEMBERSHIP AND INTEREST WILL BE APPLIED TO MY ACCOUNT AND MAIL ANY BALANCE
DUE OR CREDIT MAILED TO ME AT THE ABOVE ADDRESS.

SIGNATURE: _____

DATE: _____ PHONE: _____

CERTIFICATION

I, _____ do hereby certify that I am the legal
____ Power of Attorney ____ Executrix/Executor ____ Administrator
____ Spouse ____ Owner/Buyer

And thereby do have the authority to act on behalf of _____ whose
property at _____ is in the service area of the
Edmonson County Water District. I do hereby certify that I will hold the Edmonson County
Water District harmless of any claim arising out of this transaction.

SIGNATURE: _____ Date: _____

County of _____

State of _____

The foregoing instrument was acknowledged, subscribed and sworn to before me this _____
day of _____, 20__ by _____.

My commission expires _____

Notary _____

PLEASE SIGN AND RETURN TO:
EDMONSON COUNTY WATER DISTRICT
P.O. BOX 480
BROWNSVILLE, KY 42210
270-597-2165 OR 1-800-547-2165

KENTUCKY PUBLIC SERVICE COMMISSION
JEFF R. DEROUEN EXECUTIVE DIRECTOR
TARIFF BRANCH <i>Brent Kirtley</i>
EFFECTIVE 7/15/2011 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

LEAK ADJUSTMENT REQUEST

Customer Name: _____ Acct. # _____

Service Location: _____

Phone Number: _____ Date: _____

Type of Leak: _____

Date aware of leak: _____

Date leak shut off: _____

Date leak repaired: _____

Will leak be in one _____ or two _____ billing cycles

Information:

A. Date Read _____ B. Reading _____

C. Date Due _____

D. Average Gallons _____ for previous _____ months.

E. Average Bill (Gallons) _____ Equals \$ _____ + taxes \$ _____ Total \$ _____

F. Gallons Billed _____ minus avg. gallons _____ equals gallons due adjustment _____

G. Gallons due adjustment _____ times _____ equals customer cost for loss water \$ _____

H. Average Bill (E) _____ plus cost of water loss due adj. (G) _____ Equals \$ _____

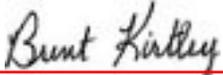
I. Gallons Billed _____ Water Billed \$ _____ Taxes Billed \$ _____ Equals Total Billed \$ _____

J. Total (I) _____ minus total (H) \$ _____ Equals Adjusted amount \$ _____

K. Penalty added [] Yes [] No Amount \$ _____

L. Date eligible for next adjustment _____

By: _____ Date: _____

KENTUCKY PUBLIC SERVICE COMMISSION
JEFF R. DEROUEN EXECUTIVE DIRECTOR
TARIFF BRANCH

EFFECTIVE 7/15/2011
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

NEW LINE EXTENSION CONTRACT
FOR DEVELOPERS IN A PROPOSED REAL ESTATE SUB.

This AGREEMENT made and entered into by and between the EDMONSON COUNTY WATER DISTRICT, of Brownsville, Edmonson County, Kentucky, hereinafter called the "District", and _____ of _____, Kentucky hereinafter called the "Developer", whether one or more;

WITNESSETH: That

WHEREAS, the District has engaged in the treatment, transmission and sale of potable water; and

WHEREAS, the Developer is the owner of real property capable of being sub-divided, and has no public water service; and

WHEREAS, The District desires to serve developer with water and developer desires to receive such water service, but the District has not the funds, equipment or manpower to lay and construct lines to serve the Developer;

NOW, THEREFORE, THE PARTIES AGREE:

(1) Developer shall prepare or cause to be prepared and submit plans for the construction of water transmission lines, which shall comply with all regulations of any responsible agency or agencies of the Commonwealth of Kentucky, at the cost to Developer. Said plans shall be prepared in consultation with the Manager of the District and shall comply with specifications established by the District. After approval by the appropriate state agencies, said plans shall be submitted to the Commissioners of the District for consideration or approval.

(2) The Developer and manager of the District shall determine the total cost of the proposed water main extension (exclusive of the meter connections) and the total length of the extension, the expected minimum number of potential water customers. Construction to be done in the most economical manner available. If construction is done by someone other than the District, then the District shall inspect the construction. Copies of quotes, bids, checks, etc., shall be filed with the District for verification of cost where it shall be open to public examination.

The District shall pay that portion of the cost of the water main extension equal to 50 feet for each applicant for service. Each year for a period of ten years after the original construction of the main extension the District will refund an amount equal to the cost of 50 feet of the construction cost for each additional customer connected to the system but in no case shall the total amount refunded exceed the total amount of the construction cost.

(3) Developers and District together shall obtain all easements, licenses or permits for rights-of-way required for transmission lines agreements.

(4) The District has the right to extend the lines laterals therefrom or to connect any customer desiring service of the approved "Tap-on-fee".

KENTUCKY PUBLIC SERVICE COMMISSION
JEFF PEROVEN EXTENSION DIRECTOR
TARIFF BRANCH
<i>Brent Kirley</i> EFFECTIVE
7/15/2011 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

(5) The Developer shall notify the District when construction is complete, including all construction clean-up and Bacteriological approval, the District will accept possession of the water transmission line for the purpose of meter installing and serving customers and general maintenance; and the Developer shall convey the title to all water transmission lines, their appurtenance, to the District, its successors and assigns, with covenants that there are no liens or encumbrances on said lines at the time the line is put in service.

IN TESTIMONY WHEREOF, witness the hands of the Chairman of the Edmonson County Water District and the Developer the day and year appearing to the right of their signatures.

Developer Date

Attest: Date

Chairman

Attest: Sec-Treas.

STATE OF KENTUCKY
COUNTY OF -----SCT.

KENTUCKY PUBLIC SERVICE COMMISSION
JEFF R. DEROUEN EXECUTIVE DIRECTOR
TARIFF BRANCH <i>Brent Kirtley</i>
EFFECTIVE 7/15/2011 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

NEW LINE EXTENSION CONTRACT

This CONTRACT made and entered into by and between the EDMONSON COUNTY WATER DISTRICT, a municipal corporation of the Commonwealth of Kentucky, hereinafter called the "District," and

of _____, County of _____, Commonwealth of Kentucky, hereinafter called "Customer," whether one or more;

W I T N E S S E T H: That

WHEREAS, The District is engaged in the treatment, transmission and sale of potable water; and

WHEREAS, The Customer is the owner of real property near or adjacent to the service area of the District with a water transmission line within connecting distance; and

WHEREAS, The Customer desires to receive water service, but the District has not the funds, equipment or manpower to lay and construct lines to serve the Customer;

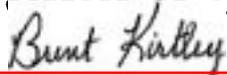
WHEREAS, The Customer is willing to construct and lay water transmission line or lines from the end of the District's line; and

NOW, THEREFORE, THE PARTIES AGREE:

1) Customer shall prepare or cause to be prepared and submit plans for the construction of water transmission lines, which shall comply with all regulations of any responsible agency or agencies of the Commonwealth of Kentucky, at the cost to Customer. Said plans shall be prepared in consultation with the Manager of the District and shall comply with specifications established by the District. After approval by the appropriate state agencies, said plans shall be submitted to the Commissioners of the District for consideration or approval.

2) Said plans shall state the number of customers who shall be served upon completion of the project.

3) The customer and the manager of the District shall determine the total cost of the proposed water main extension (exclusive of the meter connections) and the total length of the extension. Construction to be done in the most economical manner available. If construction is done by someone other than the District then the District shall inspect the construction. Copies of quotes, bids, checks, etc., shall be filed with the District for verification of cost where it shall be open to public examination. The District shall pay that portion of the cost of the water main extension equal to 50 feet for each applicant for service. That part of the cost covered by the District's portion shall be contributed equally by those applicants desiring service on the main extension. Each applicant shall also be required to pay the District's approved "Tap-on-fee" for a meter connected to the main extension.

KENTUCKY
 PUBLIC SERVICE COMMISSION
 JEFFERSON COUNTY
 EXECUTIVE OFFICE
 TARIFF BRANCH

 EFFECTIVE
7/15/2011
 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

For a period of ten years after the original construction of the main extension each additional customer directly connected to each particular extension will be required to contribute to the cost of that water main extension based on a recomputation of both the District's portion of the total cost and each customer's contribution as set out above. The District must refund to those customers that have previously contributed to the cost of each main extension itself that amount necessary to reduce their contribution to the currently calculated amount for each customer connected to that extension. All customers directly connected to each main extension for a ten year period after it is placed in service are to contribute equally to cost of construction of the water main extension itself. In addition each customer must pay the approved "Tap-on-fee" applicable at the time of their applicaton for the meter connection. The "Tap-on-fee" is not part of the refundable cost of the extension it may be changed during the refund period. In no case will the total amount refunded exceed the amount paid by the District. After the ten year refund period expires, any additional customer applying for service on each main extension must be connected for the amount of the approved "tap-on-fee" only.

4) Customer & District together shall obtain and provide all necessary easements, licenses, or permits for rights-of-way required for the water transmission lines.

5) The Customer shall convey the title to all water transmission lines, their appurtenances, to the District, its successors and assigns, with covenants that there are no liens or encumbrances on said lines at the time the lines are put in service.

6) The District has the right to extend the lines or to connect laterals therefrom.

7) This contract is valid only upon acceptance by the Commissioners of the District and the affixing to this contract of the signature of duly authorized Chairman of the Commission.

IN TESTIMONY WHEREOF, witness the hands of the Chairman of the Edmonson County Water District and the Customer the day and year appearing to the right of their signatures.

Chairman

Secertary-Treasurer

ATTEST:

Customer

KENTUCKY
PUBLIC SERVICE COMMISSION
JEFF R. DEROUEN
EXECUTIVE DIRECTOR
TARIFF BRANCH
<i>Brent Kirtley</i>
EFFECTIVE
7/15/2011
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

Property Location: _____
Applicant's Phone No. _____

NOTE: PLEASE READ BEFORE SIGNING.

CONTRACT FOR WATER SERVICES

THIS CONTRACT made and entered into this _____ day of _____, 20____, between _____ whose address is _____

_____ party of the FIRST PART, and THE EDMONSON COUNTY WATER DISTRICT, BROWNSVILLE, KENTUCKY Party of the SECOND PART; WITNESSETH THAT for and in consideration of the effort of the Edmonson County Water District Commissioners: to secure financing for the construction of an addition to this District, and in consideration of the other users signing similar contracts, the party or parties of the FIRST PART hereby agree to connect to the waterworks system. The party of the FIRST PART hereby agrees to connect to the proposed waterworks system of the part of the SECOND PART. The residential (3/8") meter tap-on-fee of the proposed system is \$_____ prior to deadline time set before construction begins or \$_____ thereafter. Contributions will be refunded only if your property is not reached with water service or the project is not constructed. The connect fee must be paid in full at the time the application for service is made. A \$25.00 Membership Fee shall be deposited with the Water District for each service.

The monthly water rates will be as approved by the Public Service Commission of Ky.

The party of the FIRST PART understands that the rates above set out are those presently in effect for the Edmonson County Water District, but should the Edmonson County Water District be merged with one or more other water districts the rates may be adjusted by reasons of such merger subject to approval of the Public Service Commission of Kentucky. In the event of merger, to which the party of the FIRST PART expressly agrees, this contract shall be binding on the party of the SECOND PART, its successors and assigns.

It is understood and agreed that the party of the SECOND PART reserves the right to determine the size of service connection to be used to supply water to the party of the FIRST PART. A 5/8" x 3/4" meter will be used unless the party of the FIRST PART contracts for a larger meter. A separate meter must be installed for each residence. NO TWO RESIDENCES WILL BE ALLOWED TO CONNECT TO THE SAME METER.

It is understood and agreed that at such time as the System is constructed, the party of the FIRST PART AGREES to connect to said system but in the event the party of the FIRST PART refuses to so connect, or pay at least the minimum monthly water bill prescribed by the District for a period of _____ months from the time water becomes available, the party of the FIRST PART shall be liable for his connection fee, and if, thereafter, party of the FIRST PART desires to connect to said system, the party of the FIRST PART shall be obliged to pay again the full connection charge as then stipulated by the party of the SECOND PART. The FIRST PARTY AGREES not to resell or give away water purchased hereunder.

If the system is constructed and the party of the FIRST PART's property is reached with water service the party of the SECOND PART will set the water meter on the property of the FIRST PART at the point which is most convenient to the party of the SECOND PART. If the system is constructed, but the property is not reached by the District's line, any payment shall be fully refunded. The party of the SECOND PART does not guarantee service to the party of the FIRST PART. Construction of water facilities to the property of the party of the FIRST PART depends on feasibility, availability of funds for construction and approval of all local state and federal agencies having jurisdiction over the party of the SECOND PART. It may take from one to five years to construct the project.

The rights of the FIRST PARTY ARE SUBJECT to such further rules and regulations as the District Commissioners may prescribe. The District may terminate service to any customer falling to pay a water bill when past due or for violating a regulation.

Deposits to insure payment of monthly water bills and penalties on delinquent water bills shall be as the party of the SECOND PART may hereafter prescribe.

The signing of this contract by a Commissioner of the Water District is authority of the Board of Commissioners and said executor thereof is in his official capacity only and said Commissioners shall not be personally liable on this Contract.

The party of the FIRST PART agrees to permit the District to lay, maintain, repair, remove a water main, valves, valve boxes, markers and hydrants and to lay, maintain, remove and disconnect a service line and meter, and read the meters at a point on customer's property to be designated by the District for each signed connection with right of ingress and egress for these purposes over customer's property. Should an easement be needed, the party of the FIRST PART agrees to grant an easement to the party of the SECOND PART for installation of the main distribution line within 25 feet of the public right-of-way.

The party of the FIRST PART agrees to install and maintain at his own expense, a service line which begins at the property line and extends to the dwelling or place of business and other portion of his premises.

WITNESS: _____

EDMONSON COUNTY WATER DISTRICT
(A BODY CORPORATE)

BY: Brent Kirtley TITLE _____

KENTUCKY
PUBLIC SERVICE COMMISSION
JEFF R. DEROUEN
EXECUTIVE DIRECTOR
CUSTOMER
EFFECTIVE
7/15/2011
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

Property Location:
Phone Number:

CONTRACT FOR WATER SERVICES

THIS CONTRACT made and entered into this _____ day of _____, 20____, by and between _____ whose address is _____ party of the FIRST PART, and THE EDMONSON COUNTY WATER DISTRICT, Brownsville, Kentucky, party of the SECOND PART: WITNESSETH THAT for and in consideration of the effort of the Edmonson County Water District Commissioners in securing financing for the construction of additions to this District, and in consideration of the other users signing similar contracts, the party or parties of the FIRST PART hereby agree to connect to the waterworks system. The party of the FIRST PART hereby agrees to connect to the waterworks system of the part of the SECOND PART. The _____ inch meter tap-on-fee of the system is \$ _____. If in a proposed extension, contributions will be refunded only if your property is not reached with water service or the project is not constructed. The connect fee must be paid in full at the time the application for service is made. A \$25.00 Membership Fee shall be deposited with the Water District for each service.

The monthly water rates will be as approved by the Public Service Commission of Kentucky.

The party of the FIRST PART understands that the rates above set out are those presently in effect for the Edmonson County Water District, but should the Edmonson County Water District be merged with one or more other water districts the rates may be adjusted by reasons of such merger subject to approval of the Public Service Commission of Kentucky. In the event of merger, to which the party of the FIRST PART expressly agrees, this contract shall be binding on the party of the SECOND PART, its successors and assigns.

A separate meter must be installed for each service. It is understood and agreed that at such time as the System is constructed, the party of the FIRST PART AGREES to connect to said system but in the event the party of the FIRST PART refuses to so connect, or pay at least the minimum monthly water bill prescribed by the District for a period of _____ months from the time water becomes available, the party of the FIRST PART shall be liable for his/its connection fee, and if, thereafter, party of the FIRST PART desires to connect to said system, the party of the FIRST PART shall be obliged to pay again the full connection charge as then stipulated by the party of the SECOND PART.

The FIRST PARTY AGREES not to resell or give away water purchased hereunder. If the system is constructed and the party of the FIRST PART's property is reached with water service the party of the SECOND PART will set the water meter on the property of the FIRST PART at the point which is most convenient to the party of the SECOND PART. The rights of the FIRST PARTY ARE SUBJECT to such further rules and regulations as the District Commissioners may prescribe. The District may terminate service to any Customer failing to pay a water bill when past due or for violating a regulation.

Deposits to insure payment of monthly water bills and penalties on delinquent water bills shall be as the party of the SECOND PART may hereafter prescribe.

The signing of this contract by a Commissioner of the Water District is authority of the Board of Commissioners and said execution thereof is in his official capacity only and said Commissioners shall not be personally liable on this Contract.

The party of the FIRST PART agrees to permit the District to lay, maintain, repair, remove a water main, valves, valve boxes, markers and hydrants and to lay, maintain, remove and disconnect a service line and meter, and read the meters at a point on customer's property to be designated by the District for each signed connection with right of ingress and egress for these purposes over customer's property. Should an easement be needed, the party of the FIRST PART agrees to grant an easement to the party of the SECOND PART for installation of the main distribution line within 25 feet of the public right-of-way.

The party of the FIRST PART agrees to install and maintain at his/its own expense, a service line which begins at the property line and extends to the place of use or other portion of his/its premises.

_____, Customer

~~Edmonson County Water District~~

By: _____

Commissioner

KENTUCKY PUBLIC SERVICE COMMISSION
JEFF R. DEROUEN EXECUTIVE DIRECTOR
TARIFF BRANCH
<i>Brent Kirtley</i>
EFFECTIVE 7/15/2011
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

RIGHT OF WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that _____, the undersigned hereinafter called Grantor(s) in consideration of ONE DOLLAR, (\$1.00) and other good and valuable consideration paid by the Edmonson County Water District, a municipal corporation of the Commonwealth of Kentucky, P.O. Box 208, Brownsville, KY 42210, hereinafter called Grantee, the receipt and sufficiency of which is hereby acknowledged, do(es) hereby grant, bargain, sell transfer, and convey to Grantee, its successors and assigns, a perpetual easement to use, operate, inspect, repair, maintain, replace, and remove a water transmission line over and across the following land owned by Grantor(s) in _____ County, Kentucky, consisting of about _____ acres or lot and for a more thorough description of the land, reference is made to Deed Book _____, page _____, in the records of the clerk in and for said county aforesaid, with the right of ingress and egress over and across Grantor(s) adjacent land(s) for the purposes for which the above mentioned rights are granted. The easement hereby granted, unless otherwise stated below, shall not exceed thirty (30) feet in width, the center line thereof to be located across said land fifteen (15) feet from and parallel with the State or County Highway right of way line. The consideration recited herein shall constitute payment in full for all damages sustained by Grantor(s) by reason of the installation of the structures referred to herein and the Grantee will maintain its easement in a state of good repair and efficiency so that no unreasonable damages will result from its use to Grantor(s) premises. This Agreement, together with other provision of this grant shall constitute a covenant running with the land for the benefit of Grantee, its successors and assigns. The Grantor(s) covenant the he/she/they are the owner(s) of the above described lands and that said lands are free and clear of all encumbrances and liens except the following:

Unless stated below, there are no special conditions or considerations to be noted in this easement:

In Witness Whereof, the said Grantor(s) has/have executed this Easement this the _____ day of _____, _____.

COMMONWEALTH OF KENTUCKY
COUNTY OF _____SCT

The foregoing document was acknowledged, subscribed and sworn to me before me by the Grantor(s) or witnesses above named, to be his/her/their act and deed.

This the _____ day of _____, _____.

My commission expires: _____

Notary Public, State at Large

This instrument prepared by:

 Robert D Meredith
 Attorney at Law
 100 East White Oak Street
 Leitchfield, KY 42754



Edmonson County Water District

Date: _____

To: _____

Re: Account # _____

Dear _____,

Please complete and sign the change of address section and return in enclosed envelope. Hopefully, this will assure delivery of your bill next month. Thank you for your immediate attention. If there are any questions feel free to call our office at 270-597-2165 or 1-800-547-2165.

Name: _____
New Address: _____

Phone: _____
Sign: _____
Date: _____

Sincerely,

EQUAL OPPORTUNITY EMPLOYER
P.O. Box 208 • Brownsville, Kentucky 42210 • Phone (270) 597-2165

KENTUCKY PUBLIC SERVICE COMMISSION
JEFF R. DEROUEN EXECUTIVE DIRECTOR
TARIFF BRANCH <i>Brent Kirtley</i>
EFFECTIVE 7/15/2011 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

Promissory Note

Date _____

Amount \$ _____
Brownsville, Kentucky

On or before the _____ day of _____, 20____, value received, we/I, the undersigned, jointly and severally, hereby promise to pay to the Edmonson County Water District, or order, the sum of

_____ (\$ _____) dollars in installments of \$ _____ per month, commencing the _____ day of the next preceding month and each day of the month thereafter until paid in full. Default in the payment of any installment due and payable.

Interest shall be payable after maturity or upon default at the rate of SIX AND NO/100TH (6.00%) PERCENT on the unpaid balance.

Should the maker(s) default in the payment of installments and thereby causing an acceleration of the maturity date, and the holder institutes legal action in a court of competent jurisdiction, then the holder shall recover reasonable attorneys' fees for the collection of the unpaid balance, plus accrued interest.

The maker(s) has/have the right to prepay any or all of the unpaid balance of the principal without penalty.

Signed _____

Print or type name

Signed _____

Print or type name

KENTUCKY PUBLIC SERVICE COMMISSION
JEFF R. DEROUEN EXECUTIVE DIRECTOR
TARIFF BRANCH
<i>Brent Kirtley</i>
EFFECTIVE
7/15/2011
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

AUTHORIAZTION AGREEMENT FOR PRE-ARRANGED PAYMENTS

NAME(S) OF ACCOUNT HOLDER

CUSTOMER ACCOUNT NUMBER

DL# _____ PH# _____

DATE _____

I (we) hereby authorize Edmonson County Water District, hereinafter called DISTRICT, to initiate debit entries to my (our) Checking account indicated below and the depository named below, hereinafter called DEPOSITORY, to debit the same to such account.

DEPOSITORY

NAME _____

BRANCH _____ Bank Phone # _____

STREET _____

STATE _____ ZIP _____

TRANSIT/ABA NO. _____

ACCOUNT NO. _____

This authority is to remain in full force an effect until DISTRICT and DEPOSITORY have each received written notification from me (or either of us) of its termination in such time and in such manner as to afford DISTRICT and DEPOSITORY a reasonable opportunity to act on it. I (we) will receive prior written notice of the amount to be debited to my (our) account which will allow me (or either of us) to stop payment of the debit entry by notifying the DISTRICT and DEPOSITORY at least three days prior to the date the account is to be charged. I (we) understand that if the debit entry is stopped, that I (we) are responsible to pay the bill directly to the Water District when due. I (we) will send written notice of an erroneous charge to the account to the DISTRICT and DEPOSITORY within 15 days of the issuance of the account statement or 45 days after the account was charged, whichever occurs first.

SIGNATURE _____
(As it appears on your check)

SIGNATURE _____
(As it appears on your check)

KENTUCKY PUBLIC SERVICE COMMISSION
JEFF R. DEROUEN EXECUTIVE DIRECTOR
TARIFF BRANCH <i>Brent Kirtley</i>
EFFECTIVE 7/15/2011
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

METER TEST REQUEST

I _____ do hereby request that my meter (serial # _____) that serves my property at _____ be pulled for testing. I understand that if the meter results is accurate within the limits approved by the Kentucky Public Service Commission, that I will be required to pay the approved Meter Testing Charge of _____ (\$ _____). The reason I have requested the meter to be tested is:

Customer Requesting Test Date

Witness:

KENTUCKY PUBLIC SERVICE COMMISSION
JEFF R. DEROUEN EXECUTIVE DIRECTOR
TARIFF BRANCH <i>Brent Kirtley</i>
EFFECTIVE 7/15/2011 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

WATER USAGE/FIRE STATIONS

EDMONSON COUNTY WATER DISTRICT

Utility Name

P.O. BOX 208, BROWNSVILLE, KY 42210

Utility Address

Fire Station

OPERATOR _____

MONTH OF _____

MONTH DAY	ESTIMATE GALLONS USED	COMMENTS	DAY	ESTIMATED GALLONS USED	COMMENTS
1			16		
2			17		
3			18		
4			19		
5			20		
6			21		
7			22		
8			23		
9			24		
10			25		
11			26		
12			27		
13			28		
14			29		
15			30		
			31		

TOTAL GALLONS USED (EST) _____

KENTUCKY PUBLIC SERVICE COMMISSION
JEFF R. DEROUEN EXECUTIVE DIRECTOR
TARIFF BRANCH 
EFFECTIVE 7/15/2011 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

WATER HYDRANT AGREEMENT

This AGREEMENT made and entered into this _____ day of _____, 19____, by and between the EDMONSON COUNTY WATER DISTRICT, hereinafter called the DISTRICT, and _____, of _____, Kentucky, hereinafter called CUSTOMER;

WITNESSETH:

WHEREAS, Customer wants to install, at its/his/her sole cost and expense, a hydrant connected to the water transmission system of the District;

WHEREAS, the location of the proposed hydrant is at a site where there is a lack of sufficient water capacity or pressure available to the direct connection of any fire fighting equipment;

WHEREAS, the Customer has been made fully aware of the deficiency of service for the purpose of direct firefighting.

NOW, THEREFORE, THE PARTIES HERETO AGREE:

1. The Customer is allowed to connect a water hydrant to the water transmission system of the District for the sole purpose of filling tanks for the indirect purpose of fighting fires and said location is marked on a map attached hereto and made a part hereof as Exhibit 1. Any connection shall be made by personnel of the District and the cost thereof shall be payable within thirty days from the issuance of an invoice for the cost.

2. No warranty is made by the District nor any assurances given to the

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

NOV 1 1991

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

BY: [Signature]
PUBLIC SERVICE COMMISSION MANAGER

Customer that there will be sufficient water or pressure to fill said tanks.

3. Customer shall make full and complete disclosure of this agreement to any insurance carrier that the water hydrant is not for the direct fighting of fires.

4. Customer understands that the primary purpose of the water transmission lines of the District are for the delivery of potable water for domestic or commercial use and not for the fighting of fires.

5. Should the Customer connect to the water hydrant for the direct fighting of fires, then, and in that event, the District shall, at Customer's sole cost and expense, remove said hydrant. Customer covenants with the District that it/he/she will indemnify the District for any damages sustained by reason of the connection to the water hydrant for the purpose of direct fighting of fires.

6. Customer covenants with the District that there will be no pumping from the hydrant and that the tank or tanks will be filled solely from the pressure supplied by the District in the transmission of its water.

IN TESTIMONY WHEREOF, witness the hands of the officers of the District and the hand(s) of Customer the day and year first above written.

EDMONSON COUNTY WATER DISTRICT

BY: _____
Chairman

ATTEST:

Secretary PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

NOV 1 1991

Customer

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

BY: Sharon Hella
PUBLIC SERVICE COMMISSION MANAGER