

MCCREARY COUNTY WATER

DISTRICT

McCreary County Water District

Of

McCreary County, Kentucky

Rates, Rules and Regulations for Furnishing
Water Service

At

McCreary County, Kentucky

Filed with the Public Service Commission of Kentucky

Issued: March 15, 2012

Effective: March 15, 2012

Issued by McCreary County Water District
(Name of Utility)

By Raymond Taylor
Chairman

KENTUCKY PUBLIC SERVICE COMMISSION
JEFF R. DEROUEN EXECUTIVE DIRECTOR
TARIFF BRANCH <u>Brent Kirtley</u>
EFFECTIVE 3/15/2012
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

FOR ALL TERRITORY SERVED

P.S.C. KY. NO. _____

SHEET NO. _____

McCREARY COUNTY WATER DISTRICT
(Name of Utility)

CANCELLING P.S.C. KY. NO.

SHEET NO. _____

RATES AND CHARGES

Monthly Water Rates:

Rate Per Unit

Residential and Non-Residential Rates:

First 2,000 Gallons
All Over 2,000 Gallons

\$ 20.35 Minimum Bill
6.75 Per 1,000 Gallons

Federal Correctional Facility Rates:

First 1,950,000 Gallons
All Over 1,950,000 Gallons

\$ 13,162.50 Minimum Bill
6.75 Per 1,000 Gallons

Water Connection Fee:

5/8" x 3/4" Meter

\$500.00

All larger size meters

Actual Cost

Monthly rates for special service through a multi-unit master meter agreement: The monthly charge for customers who have requested service through a master meter for multi-unit service shall be the larger of:

- A. The number of housing units times the minimum water charge per unit, based on the district's standard service meter minimum charge, or;
- B. The amount based on the average gallons used per housing unit at the current rate schedule times the number of housing units, in the multiple-unit facility.

DATE OF ISSUE 03/17/2015
Month / Date / Year

DATE EFFECTIVE 03/06/2015
Month / Date / Year

ISSUED BY *Raymond Taylor*
(Signature of Officer)

TITLE Chairman

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. 2015-00053 DATED 03/06/2015

KENTUCKY PUBLIC SERVICE COMMISSION
JEFF R. DEROUEN EXECUTIVE DIRECTOR
TARIFF BRANCH
<i>Brent Kirtley</i>
EFFECTIVE 3/6/2015
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

FOR ALL TERRITORY SERVED

P.S.C. KY. NO. _____

SHEET NO. _____

McCREARY COUNTY WATER DISTRICT
(Name of Utility)

CANCELLING P.S.C. KY. NO.

SHEET NO. _____

RATES AND CHARGES

Monthly Water Rates:

Rate Per Unit

RIVERWOODS RATES:

First 450,000 Gallons
All Over 450,000 Gallons

\$1,860.00 Minimum Bill
3.48 Per 1,000 Gallons

CUMBERLAND FALLS STATE PARK RATES:

First 600,000 Gallons
All Over 600,000 Gallons

\$2,600.00 Minimum Bill
4.25 Per 1,000 Gallons

WHITLEY COUNTY WATER DISTRICT RATE:

\$3.48 Per 1,000 Gallons

ONEIDA, TENNESSEE RATE:

\$3.48 Per 1,000 Gallons

DATE OF ISSUE 03/17/2015
Month / Date / Year

DATE EFFECTIVE 03/06/2015
Month / Date / Year

ISSUED BY *Raymond Vaegler*
(Signature of Officer)

TITLE Chairman

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. 2015-00053 DATED 03/06/2015

KENTUCKY
PUBLIC SERVICE COMMISSION

JEFF R. DEROUEN
EXECUTIVE DIRECTOR

TARIFF BRANCH

Brent Kirtley

EFFECTIVE
3/6/2015
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

FOR All territory served

P.S.C. KY. NO. 1

1st Revised SHEET NO. 2B

CANCELLING P.S.C. KY. NO. 1

Original SHEET NO. 2B

McCreary County Water District
(Name of Utility)

Credit/Debit Cards

All customers may pay their bill by credit or debit card. This method of payment may be made online at www.paymentservicenetwork.com, by telephone at 1-877-885-7968, or at the district office located at 19 Crit King Road in Whitley City.

The processor (not the district) will assess a convenience fee for providing this service.

If on the bill due date an attempt to pay by 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 will be applied. If a customer is paying on our disconnect day and the card is declined, the same rules as above apply, in addition to service being disconnected.

DATE OF ISSUE 09 / 11 / 2015

DATE EFFECTIVE 10 / 11 / 2015

ISSUED BY Raymond Taylor

TITLE _____

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. n/a DATED n/a

KENTUCKY PUBLIC SERVICE COMMISSION
JEFF R. DEROUEN EXECUTIVE DIRECTOR
TARIFF BRANCH <i>Brent Kirtley</i>
EFFECTIVE 10/11/2015 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

McCreary County Water District

For: All of McCreary County

P.S.C. Ky. No. 2

1st Revised Sheet No. 3

Cancelling P.S.C. Ky. No. 1

Original Sheet No. 3

RULES AND REGULATIONS

This schedule of Rules and Regulations governs the furnishing of water service by McCreary County Water District hereinafter referred to as the DISTRICT and applies to all service received from the DISTRICT. No employee or individual Commissioner of the DISTRICT is permitted to make an exception to Rates, Rules or Regulations. All Rules and Regulations are to be in effect so long as they are not in conflict with Public Service Commission Rules and Regulations. The DISTRICT is further subject to all Rules and Regulations of the Public Service Commission even though not contained herein.

1. Scope

This Schedule of Rules and Regulations is a part of all contracts for receiving water service from the DISTRICT, and applies to all service received from the DISTRICT whether the service is based upon contract, agreement, signed application, or otherwise. A copy of this schedule, together with a copy of the DISTRICT'S Schedule of Rates and Charges, shall be kept open to inspection at the office of the DISTRICT. The rules are promulgated under direction and authority granted pursuant to Chapter 13 of Kentucky Revised Statutes and Administrative Regulations 807 KAR 5 established via authority of Executive Order 81-126 dated March 4, 1981. The aforesaid rules and regulations are hereby adopted and included the same or herein written now or as may be legally changed from time to time.

2. Revisions

These Rules and Regulations may be revised, amended, supplemented, or otherwise changed from time to time by either of the two (2) following methods:

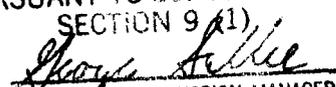
Date of Issue: September 10, 1987

Date ~~PUBLIC SERVICE COMMISSION~~, 1987
OF KENTUCKY

ISSUED BY: McCreary County Water District, P.O. BOX 488, Whitley City, Kentucky 42653


R.D. Bryant, Chairman

APR 01 1987

PURSUANT TO 807 KAR 5:011,
SECTION 9 (1)
BY: 
PUBLIC SERVICE COMMISSION MANAGER

McCreary County Water District

For: All of McCreary County

P.S.C. Ky. No. 2

Original Sheet No. 4

Cancelling P.S.C. Ky. No.

Sheet No.

RULES AND REGULATIONS

- A. By order of the Public Service Commission upon formal application by the DISTRICT, and after hearing as provided by commission regulation set forth in 807 KAR 5:011.
- B. By issuing and filing on at least thirty (30) days notice to the commission and the public all proposed changes in the Rules and Regulations, as provided by commission regulations set forth in 807 KAR 5:011.

3. Conflict

In case of conflict between any provisions of any rate schedule and the schedule of Rules and Regulations, the rate schedule shall apply. Also, should the rules contained herein conflict with the present rules in effect under 807 KAR 5 as of this date, same shall take precedence over those contained herein.

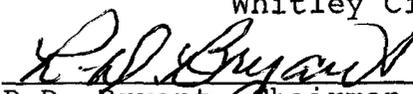
4. Application for Service

Any person, firm, agency or governmental entity within the current boundary of the DISTRICT may request service. Said request must be in writing on a form approved by the DISTRICT.

No service for a request shall be granted unless the property of said requestor has public access within a reasonable distance from an existing distribution main of the DISTRICT consistent with the topography of the area. Should the requestor desire to have the existing distribution system extended to serve them, same shall be accomplished as stipulated, hereafter.

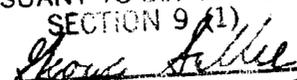
Date of Issue: September 10, 1987 Date Effective: ~~September 10, 1987~~ ^{PUBLIC SERVICE COMMISSION}, 1987

ISSUED BY: McCreary County Water District, P.O. Box 488,
Whitley City, Kentucky 42653


R.D. Bryant, Chairman

APR 01 1987

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

BY: 
PUBLIC SERVICE COMMISSION MANAGER

McCreary County Water District

For: All of McCreary County

P.S.C. Ky. No. 2

Original Sheet No. 5

Cancelling P.S.C. Ky. No.

Sheet No.

RULES AND REGULATIONS

Should DISTRICT determine that service to requestor is available, each prospective customer desiring water service shall be required to execute and sign the DISTRICT'S standard application for water service before service is supplied by the DISTRICT. A 5/8" X 3/4" meter shall be "the standard customer service meter and should be installed at all points of service unless the customer provides sufficient justification for the installation of a larger meter."

The DISTRICT shall provide for a standard connection (i.e., 5/8" x 3/4" meter) from the DISTRICT'S existing distribution main. An estension of fifty (50) feet or less shall be made by the DISTRICT to its existing utility main without change for a prospective customer who applies for and contracts to use the service for one (1) year or more with the appropriate guarantee.

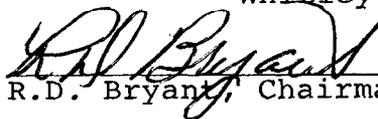
5. Non-Standard Service

Each prospective customer requiring a non-standard service (i.e., other than a 5/8" X 3/4" meter) shall present to the DISTRICT sufficient justification for same. Insofar as prospective customer requirement may meet those non-standard service presently in effect by DISTRICT same may be applied. An extension of fifty (50) feet or less shall be made by the DISTRICT to its existing utility main without change for a prospective customer who applies for and contracts to use the service for one (1) year or more with the appropriate guarantee.

Date of Issue: September 10, 1987

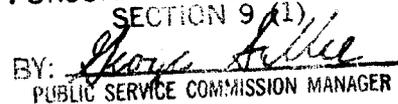
Date Effective: April 1, 1987

ISSUED BY: McCreary County Water District, P.O. Box 488
Whitley City, Kentucky 42653 PUBLIC SERVICE COMMISSION
OF KENTUCKY


R.D. Bryant, Chairman

APR 01 1987

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

BY: 
PUBLIC SERVICE COMMISSION MANAGER

McCreary County Water District

For: All of McCreary County

P.S.C. Ky. No. 2

Original Sheet No. 6

Cancelling P.S.C. Ky. No.

Sheet No.

RULES AND REGULATIONS

In addition, the prospective customer shall pay the cost of any special installation necessary to meet his particular requirements, as a contribution in aid of construction.

6. Point of Delivery

The point of delivery is the point where the meter or vault is located on the customer's premises. All water lines, plumbing, and equipment beyond the meter shall be installed and maintained by the customer. The DISTRICT reserves the right to determine the location of point of delivery with full regard to those wishes of the prospective customer, however the DISTRICT will in no event set a meter at a point that does not deliver 30 psig at the meter.

7. Customer's Service Line

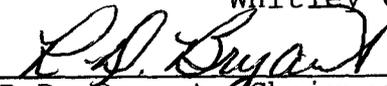
All service lines beyond the metering point should be installed of material consisting of copper, galvanized, PVC pipe, or PE pipe with rating of not less than 200 psi. The size of service line beyond the point of delivery should not be less than 3/4".

Should a prospective customer desire a higher pressure due to his location or need, he may make provision, at his expense, for an individual pressure booster system. The manner of connection, location cross-connection protection and type is subject to approval by DISTRICT. The DISTRICT reserves the right to require discontinuance and disconnection should the private booster system have a detrimental effect on DISTRICT'S system.

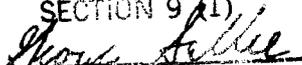
Date of Issue: April 1, 1987 Date Effective: ~~APRIL 1, 1987~~ ^{KENTUCKY} APRIL 1, 1987
EFFECTIVE

ISSUED BY: McCreary County Water District, P.O. Box 488,
Whitley City, Kentucky 42653

APR 01 1987


R.D. Bryant, Chairman

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

BY: 
PUBLIC SERVICE COMMISSION MANAGER

McCreary County Water District

For: All of McCreary County

P.S.C. Ky. No. 2

Original Sheet No. 7

Cancelling P.S.C. Ky. No.

Sheet No.

RULES AND REGULATIONS

8. Ownership of Mains, Services & Appurtenances

All mains, fire hydrants, valves, crossings and other appurtenances are and shall remain the property of the DISTRICT, whether installed directly by them or received through actions of a customer or extendor.

All service lines from main to meter with appurtenances shall be and remain the property of DISTRICT, whether installed directly by them or received through actions of a customer or extendor.

The customer shall install, own and maintain his service line from meter and/or point of delivery as defined here before.

9. Discontinuance of Service by DISTRICT

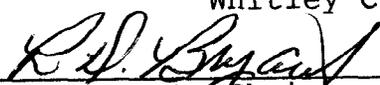
Water service may be discontinued by the DISTRICT for any violation of any rule, regulation, or condition, and especially for any of the following reasons.

- A. Misrepresentation in the application or contract as to the property or fixtures to be supplied or additional use to be made of water.
- B. Failure to report to the DISTRICT additions to the property or fixtures to be supplied or additional use to be made of water.
- C. Resale of water.

Date of Issue: September 10, 1987

Date Effective: **PUBLIC SERVICE COMMISSION**
OF KENTUCKY April 1, 1987
EFFECTIVE

ISSUED BY: McCreary County Water District, P.O. Box 488,
Whitley City, Kentucky 42653


R.D. Bryant Chairman

APR 01 1987

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

BY: 
PUBLIC SERVICE COMMISSION MANAGER

FOR ALL TERRITORY SERVED

PSC KY NO. 3

SHEET NO. 8

McCreary County Water District
(NAME OF UTILITY)

CANCELLING PSC KY NO. 2nd Revised

SHEET NO. 8

RULES & REGULATIONS

- D. Waste or misuse of water due to improper or imperfect service pipes and/or failure to keep such pipes in a suitable state of repair.
- E. Tampering with meter, meter seal, service, or valves, or permitting such tampering by others.
- F. Connection, cross-connection, or permitting the same, of any separate water supply to premises which receive water from the DISTRICT.
- G. Non-payment of bills.
- H. When a dangerous condition is found to exist on the customer's or applicant's premises, with reference to the continuation of water service, water service shall be cut off without notice or shall be refused, provided the DISTRICT shall notify the customer or applicant immediately of the reasons for the discontinuance or refusal and the corrective action to be taken by the applicant or customer before service can be restored.

DATE OF ISSUE _____

DATE EFFECTIVE 11/1/11
MONTH / DATE / YEAR

ISSUED BY Raymond Taylor
SIGNATURE OF OFFICER

TITLE Chairman

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. _____ DATED _____

KENTUCKY PUBLIC SERVICE COMMISSION
JEFF R. DEROUEN EXECUTIVE DIRECTOR
TARIFF BRANCH
<u>Brent Kirtley</u>
EFFECTIVE 11/1/2011 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

FOR ALL TERRITORY SERVED

PSC KY NO. 3

SHEET NO. 9

McCREARY COUNTY WATER DISTRICT
(NAME OF UTILITY)

CANCELLING PSC KY NO. 2

SHEET NO. 9

RULES & REGULATIONS

10. Billing

Bills and notices relating to the conduct of 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 in writing with the District; and the District shall not otherwise be responsible for delivery of any bill or notice nor will the customer be excused from payment of any bill or any performance required in said notice.

Bills for the water services are due and payable at the office of the District, or to any designated agent, on the date of issue. For nonpayment of charges incurred for utility services. The utility may terminate service only after five (5) days written notice of termination is provided, and after twenty (20) days have elapsed since the mailing date of the original unpaid bill. However, if, prior to discontinuance of service, there is delivered to the District or its employee empowered to discontinue service, a written certificate signed by a physician, a registered nurse, or a public health officer that, in the opinion of the certifier, discontinuance of service will aggravate an existing illness or infirmity of the affected premises, service shall not be discontinued until the affected resident can make other living arrangements or until thirty (30) days elapse from the time of the District's receipt of said certification, whichever occurs first.

11. Discontinuance of service by customer

Any customer having fulfilled their contract terms and desiring to discontinue the water service to his premises

DATE OF ISSUE _____

DATE EFFECTIVE 11/1/11
MONTH/DATE/YEAR

ISSUED BY Raymond Jackson
SIGNATURE OF OFFICER

TITLE Chairman

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. _____ DATED _____

KENTUCKY PUBLIC SERVICE COMMISSION
JEFF R. DEROUEN EXECUTIVE DIRECTOR
TARIFF BRANCH
<u>Brent Kirtley</u>
EFFECTIVE 11/1/2011
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

FOR ALL TERRITORY SERVED

PSC KY NO. 3

SHEET NO. 10

McCREARY COUNTY WATER DISTRICT
(NAME OF UTILITY)

CANCELLING PSC KY NO. 2

SHEET NO. 10 AND APPENDIX A - CASE NO.90-066

RULES & REGULATIONS

for any reason must give notice of discontinuance in writing at the business office of the DISTRICT at least three (3) days prior to the date on which the customer desires to disconnect service. If such notice in writing is not given, a customer shall remain liable for all water used and service rendered to such premises by the DISTRICT until such notice is received by the DISTRICT.

12. Reconnection fee

Where the water supply has been turned off because of customer request or has been discontinued for non-payment of delinquent bills, a charge of \$50.00 will be made for reconnection of water service, but the reconnection will not be made until all delinquent bills and other charges, if any, owed by the customer to the district have been paid.

DATE OF ISSUE _____

MONTH / DATE / YEAR

DATE EFFECTIVE 11/1/11 _____

MONTH / DATE / YEAR

ISSUED BY Raymond Taylor _____

SIGNATURE OF OFFICER

TITLE Chairman _____

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. _____ DATED _____

**KENTUCKY
PUBLIC SERVICE COMMISSION**

**JEFF R. DEROUEN
EXECUTIVE DIRECTOR**

TARIFF BRANCH

Brent Kirtley

EFFECTIVE

11/1/2011

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

FOR ALL TERRITORY SERVED

PSC KY NO. 3

SHEET NO. 10

McCREARY COUNTY WATER DISTRICT
(NAME OF UTILITY)

CANCELLING PSC KY NO. 2

SHEET NO. 10.3

EQUAL DEPOSITS

The McCreary County Water District reserves the right to require a minimum cash deposit to secure payment of bills. Services may be refused or discontinued for failure to pay the requested deposit. The amount of the deposit shall be fifty (50) U.S. dollars. This amount shall not exceed 2/12 of the estimated annual bill.

Upon payment of such deposit, the DISTRICT shall issue to such customer a certificate of deposit, showing the name of the customer, the location of the initial premises occupied by the customer, the date, and the amount of the deposit.

Interest, will accrue on all deposits at the rate prescribed by law beginning on the date of the deposit until such deposit is refunded to the customer. Interest will be paid annually by refund or credit to the customer's account, except that no refund or credit will be made if the customer's bill is delinquent on the anniversary date of the deposit. If interest is paid or credited to customer's bill prior to twelve (12) months after the date of the deposit or the last interest paid date, a payment or credit shall be on a prorated basis.

The deposit may be waived upon a customer's showing of satisfactory credit or payment history. All required deposits will be returned after one (1) year if the customer has established a satisfactory payment history.

If a deposit has been waived or returned and the customer fails to maintain a satisfactory payment record, a deposit may then be required. The DISTRICT may require a deposit in addition to the initial deposit if the customer's classification of service changes in usage. Upon termination of service, the deposit, any principal amounts, and interest earned and owed will be credited to the final bill with any remainder refunded to the customer.

In determining whether a deposit will be required or waived, the following criteria will be considered:

1. Previous payment history with the McCreary County Water District. If the customer has no previous history with the water district, statements from other utilities, banks, etc. may be presented by the customer as evidence of good credit.

If a deposit is held longer than eighteen (18) months, the deposit will be recalculated, at the customer's request, based on the customer's actual usage. If the deposit on the account differs from the recalculated amount by more than ten (10) U.S. dollars for a residential customer or more than ten percent (10%) for non-residential customers, the water district may collect any underpayment and shall refund any overpayment by check or credit to the customer's bill. No refund will be made if the customer's bill is delinquent at the time of the recalculation.

DATE OF ISSUE _____
MONTH / DATE / YEAR

DATE EFFECTIVE 11/1/11
MONTH / DATE / YEAR

ISSUED BY Raymond Taylor
SIGNATURE OF OFFICER

TITLE Chairman

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. _____ DATED _____

KENTUCKY PUBLIC SERVICE COMMISSION
JEFF R. DEROUEN EXECUTIVE DIRECTOR
TARIFF BRANCH <i>Brent Kirtley</i>
EFFECTIVE 11/1/2011 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

McCreary County Water District

For: All of McCreary County

P.S.C. Ky. No. 2

Original Sheet No. 11

Cancelling P.S.C. Ky. No.

Sheet No.

RULES AND REGULATIONS

14. Adjustment Relative to Erroneous Meter

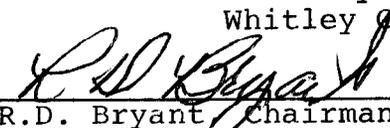
If a meter is inaccurate in excess of +2%, whether upon periodic testing or upon requested testing, additional tests shall be made at once to determine the average error of the meter, and the adjustments shall be made in the customer's water bills as follows:

- A. If the result of such tests shows an average error greater than 2% fast, the customer's bill for the period during which the meter error is known to have existed, shall be recomputed and the account adjusted on the basis of the test. If the period during which the meter error existed cannot be determined, then the customer's bill shall be recomputed for one-half (1/2) of the elapsed time since the last previous test, but in no event to exceed 12 months; provided, however, that if time for the periodic test has overrun to the extent that 1/2 of the time elapsed since the last previous test exceeds 12 months, the refund shall be for the 12 months specified above, plus those months exceeding the periodic test period, provided, further, that such refund may be limited to the 12 month period if failure to make the periodic test was due to causes beyond the control of the DISTRICT.
- B. If the result of such tests shows an average error greater than 2% slow, the customer's bill for the period during which the meter error is known to have existed, shall be recomputed and the account adjusted on the basis of the test. If the period during which

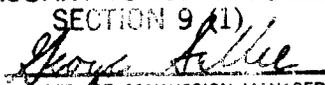
Date of Issue: September 10, 1987

PUBLIC SERVICE COMMISSION
BY KENTUCKY
EFFECTIVE
APR 01 1987

ISSUED BY: McCreary County Water District, P.O. Box 488,
Whitley City, Kentucky 42653


R.D. Bryant, Chairman

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

BY: 
PUBLIC SERVICE COMMISSION MANAGER

McCreary County Water District

For: All of McCreary County

P.S.C. Ky. No. 2

Original Sheet No. 12

Cancelling P.S.C. Ky. No.

Sheet No.

RULES AND REGULATIONS

the meter error existed cannot be determined, then the customer's bill shall be recomputed for one-half (1/2) of the elapsed time since the last previous test, but in no event to exceed 12 months.

- C. If the result of such tests necessitates making a refund or back billing a customer, the customer shall be notified in writing of the percentage of error, fast or slow, the date(s) of testing, and the amount of charge or credit to be shown on the next bill of the customer.

15. Meters

All meters shall be installed, renewed, and maintained at the expense of the DISTRICT, and the DISTRICT reserves the right to approve the size and type of meter used.

It shall be the policy of the DISTRICT to test each water meter pursuant to Public Service Commission Regulation 807 KAR 5:066. Section 15. In addition, upon written request of any customer, the meter servicing such customer shall be tested by the DISTRICT, pursuant to Public Service Commission Regulation 807 KAR 5:006, Section 20.

16. Failure of Water Meter

Where a meter is found to be in error, the customer's bill will be adjusted in accordance with Public Service Commission Regulation 807 KAR 5:006, Section 9. Where a meter has ceased to register, the District will estimate

Date of Issue: September 10, 1987

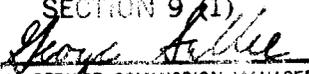
PUBLIC SERVICE COMMISSION
OF KENTUCKY
Date Effective: April 1, 1987
EFFECTIVE

ISSUED BY: McCreary County Water District, P.O. Box 488,
Whitley City, Kentucky 42653

APR 01 1987


R.D. Bryant, Chairman

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

BY: 
PUBLIC SERVICE COMMISSION MANAGER

McCreary County Water District

For: All of McCreary County

P.S.C. Ky. No. 2

Original Sheet No. 13

Cancelling P.S.C. Ky. No.

Sheet No.

RULES AND REGULATIONS

the monthly bill of the customer for the month that the meter is replaced. The estimated bill will be based upon the previous six months' usage.

17. Right of Access

The customer must agree to permit the DISTRICT to lay, maintain, repair, or remove such water lines which is the property of the DISTRICT located on the customer's property with the right of ingress-and egress over customer's property. The DISTRICT'S duly authorized representative and/or other duly authorized employee of the State Health Department bearing proper credentials and identification shall be permitted to enter upon all properties for the purpose of inspection, observation, measurement, sampling, and testing, in accordance with the provisions of these Rules and Regulations.

18. Interruption of Service

The DISTRICT will use reasonable diligence in supplying water service, but shall not be liable for breach of contract in the event of, or for loss, injury, or damage to persons or property resulting from interruptions in service, excessive or inadequate water pressure, or otherwise unsatisfactory service, whether or not caused by negligence. The DISTRICT does hereby explicitly state that its system is one for rural domestic consumption and that its allowance of connections to its system for fire protection whether by design or implication is only for such benefit as said customer may be able to derive from such connection.

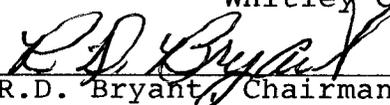
PUBLIC SERVICE COMMISSION
OF KENTUCKY

Date of Issue: September 10, 1987

Date Effective: ~~Effective~~, 1987

ISSUED BY: McCreary County Water District, P.O. Box 488,
Whitley City, Kentucky 42653

APR 01 1987


R.D. Bryant, Chairman

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

BY: 
PUBLIC SERVICE COMMISSION MANAGER

McCreary County Water District

For: All of McCreary County

P.S.C. Ky. No. 2

Original Sheet No. 14

Cancelling P.S.C. Ky. No.

Sheet No.

RULES AND REGULATIONS

The DISTRICT'S system is not designed nor intended for use for fire protection in any manner whatsoever. Any customer using same for fire protection does so at their own full and sole responsibility.

The DISTRICT shall in no event be held responsible for any claim 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 person 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.

The DISTRICT shall made all reasonable efforts to eliminate interruption of service and when such interruption occur will endeavor to reestablish service with the shortest possible delay. When the service is interrupted all consumers affected by such interruption will be notified in advance whenever it is possible to do so.

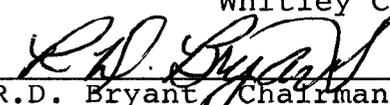
19. Boilers and/or Pressure Vessels

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 stream line to prevent collapse in case the water supply from the DISTRICT is discontinued or interrupted for any reason, with or without notice. It is the

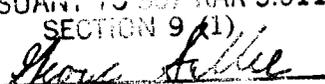
Date of Issue: September 10, 1987 Date Effective: ^{PUBLIC SERVICE COMMISSION} ~~APRIL 1, 1987~~ ^{OF KENTUCKY} ~~EFFECTIVE~~

ISSUED BY: McCreary County Water District, P.O. Box 488,
Whitley City, Kentucky 42653

APR 01 1987


R.D. Bryant, Chairman

PURSUANT TO 207 KAR 5:011,
SECTION 9 (1)

BY: 
PUBLIC SERVICE COMMISSION MANAGER

McCreary County Water District

For: All of McCreary County

P.S.C. Ky. No. 2

Original Sheet No. 15

Cancelling P.S.C. Ky. No.

Sheet No.

RULES AND REGULATIONS

responsibility of the customer to make provisions for protection of his equipment in case of interrupted or intermittent service.

20. Backflow Preventors

Special services and fire connection shall have backflow preventors of a type approved by the DISTRICT, installed at the cost of prospective customer.

21. Cross-Connection

Kentucky Department of Health, Kentucky Public Service Commission and these rules and regulations do hereby explicitly state that cross-connection of the DISTRICT'S system with any other source is hereby prohibited.

22. Relocation of Water Facility

The DISTRICT may, at the request of a customer or other person relocate, change or modify existing DISTRICT owned equipment, mains or appurtenances. Same shall reimburse DISTRICT for such changes at actual cost including appropriate legal, administrative, engineering and overhead cost.

23. Damage to DISTRICT'S Water System

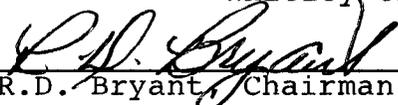
No person shall maliciously, willfully, or negligently break, damage, destroy, uncover, deface, or tamper with any structure appurtenance, or equipment which is a part of the DISTRICT'S water works. Any person violating this

Date of Issue: September 10, 1987

PUBLIC SERVICE COMMISSION
OF KENTUCKY
Date Effective: April 1, 1987

ISSUED BY: McCreary County Water District, P.O. Box 488,
Whitley City, Kentucky 42653

APR 01 1987


R.D. Bryant, Chairman

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

BY: 
PUBLIC SERVICE COMMISSION MANAGER

McCreary County Water District

For: All of McCreary County

P.S.C. Ky. No. 2

Original Sheet No. 16

Cancelling P.S.C. Ky. No.

Sheet No.

RULES AND REGULATIONS

provision shall be subject to immediate arrest and/or discontinuation of water service and shall pay the cost of repairing or replacing the pipe or appurtenance.

Any person, firm or organization working around or near DISTRICT'S distribution mains or appurtenances may request the DISTRICT to indicate location of same. However, indication by DISTRICT of same does not relieve such person of complete responsibility and liability for any and all damages, liability and loss resulting from any act of such person or his assigns and/or agent.

24. Additional Load

The service connection supplied by the DISTRICT for each customer has a definite capacity, and no addition to the equipment or load connected thereto will be allowed except by consent of the DISTRICT. Failure to give notice of additions or changes in load, and to obtain the DISTRICT'S consent for same, shall render the customer liable for any damage to any of the DISTRICT'S lines or equipment caused by the additional or changed installation.

25. Notice of Trouble

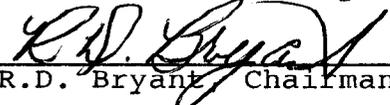
The customer shall notify the DISTRICT immediately should the service be unsatisfactory for any reason, or should there be any defects, trouble or accidents affecting the supply of water.

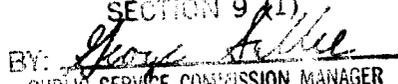
Date of Issue: September 10, 1987

PUBLIC SERVICE COMMISSION
OF KENTUCKY
Date Effective: APR 01 1987
EFFECTIVE

ISSUED BY: McCreary County Water District, P.O. Box 488,
Whitley City, Kentucky 42653

APR 01 1987


R.D. Bryant, Chairman

PURSUANT TO KY STATUTE 5:011,
SECTION 9(1),
BY: 
PUBLIC SERVICE COMMISSION MANAGER

FOR ALL TERRITORY SERVED

PSC KY NO. 3

SHEET NO. 17

McCREARY COUNTY WATER DISTRICT
(NAME OF UTILITY)

CANCELLING PSC KY NO. 2

SHEET NO. 17

RULES & REGULATIONS

26. Distribution Extensions

Any person desiring an extension to DISTRICT'S system shall request in writing, in a form approved by DISTRICT, for such extension. Any requested extension may be provided under one of the following options.

OPTION I - DISTRICT shall construct such extension under authority and procedure as stipulated in Public Service Commission Regulation 807 KAR 5:066, Section 11. Any extension made under this option shall be subject to refund as outlined in said regulation.

OPTION II - Applicant may construct and donate to DISTRICT, the extension, as a contribution in aid of construction, meeting all DISTRICT'S specifications and approval. DISTRICT reserves right to stipulate applicable engineering, legal and administrative factors. Applicant shall pay all cost of DISTRICT as a contribution in aid of construction. Any extension made under this option shall not be eligible for refund.

The applicant or group of applicants shall have the right to elect the option by which said extension shall be made. In either case applicant must execute a contract and agreement for line extension of form approved by DISTRICT.

Extendor applicant is hereby notified that regardless of option selected all other rules, rates and schedules of fees applicable to size and type of service requested shall be paid in addition to cost of extension.

DATE OF ISSUE _____

MONTH / DATE / YEAR

DATE EFFECTIVE _____

11 / 1 / 11
MONTH / DATE / YEAR

ISSUED BY _____

Raymond Jorgensen
SIGNATURE OF OFFICER

TITLE _____

Chairman

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. _____

DATED _____

**KENTUCKY
PUBLIC SERVICE COMMISSION**

**JEFF R. DEROUEN
EXECUTIVE DIRECTOR**

TARIFF BRANCH

Brent Kirtley

EFFECTIVE

11/1/2011

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

McCreary County Water District

For: All of McCreary County

P.S.C. Ky. No. 2

Original Sheet No. 17

Cancelling P.S.C. Ky. 2

1st Revised Sheet No. 17.1

RULES AND REGULATIONS

OPTION III-

THE DISTRICTS SHALL DETERMINE THE TOTAL COST OF THE PROPOSED WATER MAIN EXTENSION (EXCLUSIVE OF THE METER CONNECTIONS) AND THE TOTAL LENGTH OF THE EXTENSION. THE DISTRICTS SHALL PAY THE PORTION OF THE COST OF THE WATER MAIN EXTENSION EQUAL TO 50 FEET FOR EACH APPLICANT FOR SERVICE. THAT PART OF THE COST NOT COVERED BY THE DISTRICT'S PORTION SHALL BE CONTRIBUTED EQUALLY BY THOSE APPLICANTS DESIRING SERVICE ON THE MAIN EXTENSION. EACH APPLICANT WILL ALSO BE REQUIRED TO PAY THE DISTRICT'S APPROVED "TAP-ON-FEE" FOR A METER CONNECTION TO THE MAIN EXTENSION.

FOR A PERIOD OF FIVE 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 CUSTOMER DIRECTLY CONNECTED TO EACH MAIN EXTENSION FOR A FIVE-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 APPLICATION FOR THE METER CONNECTION. THE "TAP-ON-FEE" IS NOT PART OF THE REFUNDABLE COST OF THE EXTENSION AND MAY BE CHANGED DURING THE REFUND PERIOD. AFTER THE FIVE-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. ALSO, AFTER THE FIVE-YEAR REFUND PERIOD EXPIRES, THE DISTRICT WILL BE REQUIRED TO MAKE REFUNDS FOR AN ADDITIONAL FIVE-YEAR PERIOD IN ACCORDANCE WITH 807 KAR 5:066 SECTION 12(b).

Date Issued: August 28, 1991

Date Effective: Sept 28, 1991

ISSUED BY: McCreary County Water District, P.O. Box 228, Whitley City, Kentucky 42653

**PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE**

Raymond Taylor
Raymond Taylor, Chairman

SEP 28 1991

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

BY: Chapman
PUBLIC SERVICE COMMISSION MANAGER

FOR ALL TERRITORY SERVED

PSC KY NO. 3

SHEET NO. 18

McCREARY COUNTY WATER DISTRICT
(NAME OF UTILITY)

CANCELLING PSC KY NO. 2

SHEET NO. 18

RULES & REGULATIONS

27. Complaints

Complaints may be made to the operator of the system whose decision may be appealed to the District Commissioners. Such appeal shall be in writing within ten (10) days of date of decision by operator, stating the nature of the complaint and supporting evidence. Decisions by the District's Commissioners or operation may be brought before the Public Service Commission in accordance to current PSC Rules & Regulations.

28. Sale of water

Water furnished by the District may be used for domestic consumption by the customer's household or business, subject to special service agreements. The customer shall not sell, donate, give or allow use of such water to any authorized or unauthorized party.

29. Special charges

- A. A charge of \$25.00 will be made for each check returned to the District by the bank.
- B. A charge of \$20.00 will be made to reread a meter at the customer's request unless such reread reveals that the initial reading was erroneous. No charge shall be made if the initial reading was erroneous.

DATE OF ISSUE _____
MONTH / DATE / YEAR

DATE EFFECTIVE _____
MONTH / DATE / YEAR

ISSUED BY Raymond Taylor
SIGNATURE OF OFFICER

TITLE Chairman

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. _____ DATED _____

KENTUCKY PUBLIC SERVICE COMMISSION
JEFF R. DEROUEN EXECUTIVE DIRECTOR
TARIFF BRANCH <u>Brent Kirtley</u>
EFFECTIVE 11/1/2011 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

McCreary County Water District

For: All of McCreary County

P.S.C. Ky. No. 2

Original Sheet No. 19

Cancelling P.S.C. Ky. No.

Sheet No.

RULES AND REGULATIONS

C. A charge of \$35.00 will be made for a meter retest when such test is made at the customers request unless the meter is found to be faulty. No charge shall be made for a faulty meter, but appropriate adjustments shall be made in accordance with Section 14 of these rules and regulations.

30. Special User Agreements for Nonstandard Service

Each prospective customer requesting a nonstandard service shall execute to the DISTRICT an agreement for special service. The standard forms for Agreement for Special Services are as follows:

Agreement for Special Service,
Nonstandard Size Meter

Agreement for Multi-Family Development,
Master Meter

Agreement for Multi-Family Development,
Units with Individual Meters

Agreement for Mobile Home Park Service,
Master Meter

Agreement for Mobile Home Park Service,
Sites with Individual Meters

Agreement for Special Service,
Sprinkler System and Fire Service Connection

Date of Issue: September 10, 1987

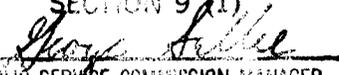
PUBLIC SERVICE COMMISSION
OF KENTUCKY
Date Effective: April 1, 1987
EFFECTIVE

ISSUED BY: McCreary County Water District, P.O. Box 488,
Whitley City, Kentucky 42653

APR 01 1987


R.D. Bryant, Chairman

PURSUANT TO 507 KAR 5:011,
SECTION 9(1)

BY: 
PUBLIC SERVICE COMMISSION MANAGER

McCreary County Water District

For: All of McCreary County

P.S.C. Ky. No. 2

Original Sheet No. 20

Cancelling P.S.C. Ky. No.

Sheet No.

RULES AND REGULATIONS

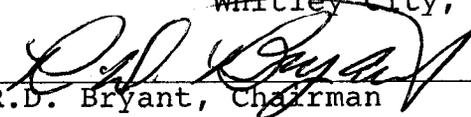
For special service not applicable to above categories the DISTRICT may, upon consent of Applicant and DISTRICT, formulate and execute a contractual agreement specifically applicable to said special service need.

Date of Issue: April 1, 1987

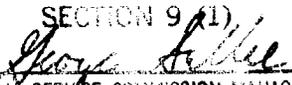
Date Effective: APRIL 1 1987
PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

ISSUED BY: McCreary County Water District, P.O. Box 488,
Whitley City, Kentucky 42653

APR 01 1987


R.D. Bryant, Chairman

PURSUANT TO KRS 5:011,
SECTION 9 (1)

BY: 
PUBLIC SERVICE COMMISSION MANAGER

McCreary County Water District

For: ALL OF MCCREARY COUNTY

P.S.C. Ky. No. 2

Original Sheet No. _____

Cancelling P.S.C. Ky. _____

RULES AND REGULATIONS

MONITORING OF CUSTOMER USAGE

AT LEAST ONCE ANNUALLY THE COMPANY WILL MONITOR THE USAGE OF EACH CUSTOMER ACCORDING TO THE FOLLOWING PROCEDURE:

1. THE CUSTOMER'S ANNUAL USAGE FOR THE MOST RECENT 12-MONTH PERIOD WILL BE COMPARED WITH THE ANNUAL USAGE FOR THE 12 MONTHS IMMEDIATELY PRECEDING THAT PERIOD.
2. IF THE ANNUAL USAGE FOR THE TWO PERIODS ARE SUBSTANTIALLY THE SAME OR IF ANY DIFFERENCE IS KNOWN TO BE ATTRIBUTED TO UNIQUE CIRCUMSTANCES, SUCH AS UNUSUAL WEATHER CONDITIONS, COMMON TO ALL CUSTOMER, NO FURTHER REVIEW WILL BE DONE.
3. IF THE ANNUAL USAGES DIFFER BY 100 PERCENT OR MORE AND 10,000 GALS AND CANNOT BE ATTRIBUTED TO A READILY IDENTIFIED COMMON CAUSE, THE COMPANY WILL COMPARE THE CUSTOMER'S MONTHLY USAGE RECORDS FOR THE 12-MONTH PERIOD WITH THE MONTHLY FOR THE SAME MONTHS OF THE PRECEDING YEAR.
4. IF THE CAUSE FOR THE USAGE DEVIATION CANNOT BE DETERMINED FROM ANALYSIS OF THE CUSTOMER'S METER READING AND BILLING RECORDS, THE COMPANY WILL CONTACT THE CUSTOMER BY TELEPHONE OR IN WRITING TO DETERMINE WHETHER THERE HAVE BEEN CHANGES SUCH AS DIFFERENT NUMBER OF HOUSEHOLD MEMBERS OR WORK STAFF, ADDITIONAL OR DIFFERENT APPLIANCES, CHANGES IN BUSINESS VOLUME, OR KNOWN LEAKS IN THE CUSTOMER'S SERVICE LINE.
5. WHERE THE DEVIATION IS NOT OTHERWISE EXPLAINED, THE COMPANY WILL TEST THE CUSTOMER'S METER TO DETERMINE WHETHER IT SHOWS AN AVERAGE ERROR GREATER THAN 2 PERCENT FAST OR SLOW.

Date Issued: June 10, 1992

Date Effective: July 1, 1992

PUBLIC SERVICE COMMISSION
OF KENTUCKY

ISSUED BY: McCreary County Water District, P.O. Box 188,
Whitley City, Kentucky 42653

Raymond Taylor
Raymond Taylor, Chairman

AUG 1 1992

PURSUANT TO 807 KAR 5.011.
SECTION 9 (1)

BY: Sharon Deller
PUBLIC SERVICE COMMISSION MANAGER

McCreary County Water District

For: ALL OF MCCREARY COUNTY

P.S.C. Ky. No. 2

Original Sheet No. _____

Cancelling P.S.C. Ky. _____

RULES AND REGULATIONS

6. THE COMPANY WILL NOTIFY THE CUSTOMERS OF THE INVESTIGATION, ITS FINDINGS, AND ANY REFUNDS OR BACKBILLING IN ACCORDANCE WITH 807 KAR 5:006, SECTION 10(4) AND (5).

IN ADDITION TO THE ANNUAL MONITORING THE COMPANY WILL IMMEDIATELY INVESTIGATION USAGE DEVIATIONS BROUGHT TO ITS ATTENTION AS A RESULT OF ITS ON-GOING METER READING OR BILLING PROCESSES OR CUSTOMER INQUIRY.

Date Issued: June 10, 1992

Date Effective: July 10, 1992
PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

ISSUED BY: McCreary County Water District, P.O. Box 488,
Whitley City, Kentucky 42653

AUG 1 1992

Raymond Taylor
Raymond Taylor, Chairman

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

BY: Chas. S. Miller
PUBLIC SERVICE COMMISSION MANAGER

FOR All Territory Served
Community, Town or City

P.S.C. KY. NO. _____

SHEET NO. 21

McCreary County Water District
(Name of Utility)

CANCELLING P.S.C. KY. NO. _____

SHEET NO. _____

RULES & REGULATIONS

Leak Adjustments. A customer may make a request for a bill adjustment in the event of a leak under the following conditions:

1. The customer must request a leak adjustment in writing to the utility.
2. The customer's bill will be based on two components. The first step will be to calculate the customer's average monthly usage over a 12-month period. The second step will be to deduct the customer's average monthly usage (as calculated in the above) from the total amount of water that passed through the meter. The usage calculated in step one will be billed at the utility's regular rates, while the remaining usage will be charged at 50% discount from the regular rates. All water passing through the meter must be accounted and paid for by the customer. So the customer will owe the amount of his/her average bill plus 1/2 the amount they would normally be billed for that remaining water that passed through the meter.
3. If meter readings are not available for an entire 12-month period, the water bill will be estimated by the utility, subject to an upward or downward adjustment once a 12-month average of actual meter readings can be calculated.
4. Only one (1) leak adjustment will be made for a specific service location during any given 12-month period.
5. Leak adjustments will not be given for wholesale customers.

DATE OF ISSUE October 24, 2008

Month / Date / Year

DATE EFFECTIVE December 7, 2008

Month / Date / Year

ISSUED BY Raymond A. Taylor

(Signature of Officer)

TITLE Chairman

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. _____ DATED _____

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
12/7/2008
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)

By Stephanie Dumb
Executive Director

FOR All Territory Served

PSC KY NO. _____

SHEET NO. 22

McCreary County Water District
(NAME OF UTILITY)

CANCELLING PSC KY NO. _____

SHEET NO. _____

RULES & REGULATIONS

FIRE DEPARTMENTS:

Any city, county, urban-county, charter county, fire protection district, or volunteer fire protection district ("User") may withdraw water from the utility's water distribution system for the purpose of fighting fires or training firefighters at no charge on the condition that it maintains estimates of the amount of water used for fire protection and training during the calendar month and reports the amount of this water usage to the utility no later than the 15th day of the following calendar month.

Any city, county, urban-county, charter county, fire protection district, or volunteer fire protection district that withdraws water from the utility's water distribution system for fire protection or training purposes and fails to submit the required report on water usage in a timely manner shall be assessed the cost of this water.

A non-reporting user's usage shall be presumed to 0.3 percent of the utility's total water sales for the calendar month. A non-reporting user may present evidence of its actual usage to rebut the presumed usage. The utility shall consider this evidence and may adjust the presumed usage amount accordingly.

The non-reporting user shall be billed for this usage at the lowest usage block rate regardless of customer classification that the utility charges.

A non-reporting user shall also be assessed a penalty of \$ 10.00 for each failure to submit a report in a timely manner.

DATE OF ISSUE _____

MONTH / DATE / YEAR

DATE EFFECTIVE _____

11 / 1 / 11
MONTH / DATE / YEAR

ISSUED BY _____

SIGNATURE OF OFFICER

TITLE _____

Chairman

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. _____ DATED _____

KENTUCKY PUBLIC SERVICE COMMISSION
JEFF R. DEROUEN EXECUTIVE DIRECTOR
TARIFF BRANCH <i>Brent Kirtley</i>
EFFECTIVE 11/1/2011 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

FOR All Territory Served
Community, Town or City

P.S.C. KY. NO. _____

SHEET NO. 23

CANCELLING P.S.C. KY. NO. _____

SHEET NO. _____

McCreary County Water District
(Name of Utility)

CONTENTS



McCREARY COUNTY WATER DISTRICT
P.O. Box 488
Whitby City, KY 42683

MESSAGES

OFFICE HOURS
MONDAY-FRIDAY
9:00 A.M.-4:30 P.M.
PHONE
(606) 376-2540
CLOSED SATURDAY, SUNDAY AND HOLIDAYS
NIGHT DEPOSITORY BOX LOCATED AT OFFICE

614

777

SERVICE TO:		TO		ACCOUNT NUMBER	
PREVIOUS READINGS	CURRENT READINGS	CONNECTION	DATE	AMOUNT	KEEP THIS PORTION OF THE BILL FOR YOUR RECORDS IF YOU ARE MOVING, PLEASE CALL US AT (606) 376-2540 ADDITIONAL INFORMATION IS LISTED ON THE BACK OF THIS BILL
DUE DATE		PAY AFTER DUE DATE		UNPAID BALANCE	

PLEASE MAIL YOUR PAYMENT IN THE ENVELOPE PROVIDED

MAKE CHECKS PAYABLE TO:
McCREARY COUNTY WATER DISTRICT
P.O. Box 488
Whitby City, KY 42683

ACCOUNT ENCLOSED

ACCOUNT NUMBER	DUE DATE	PAY AFTER DUE DATE	UNPAID BALANCE
DO NOT WRITE BELOW THIS LINE AS THIS INFORMATION WILL BE USED FOR PAYMENT PURPOSES ONLY			

DO NOT WRITE IN THE AREA BELOW

DATE OF ISSUE _____

DATE EFFECTIVE 11/1/11 MONTH / DATE / YEAR

ISSUED BY Raymond Taylor SIGNATURE OF OFFICER

TITLE Chairman

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. _____ DATED _____

**KENTUCKY
PUBLIC SERVICE COMMISSION**

**JEFF R. DEROUEN
EXECUTIVE DIRECTOR**

TARIFF BRANCH

Brent Kirtley

EFFECTIVE
11/1/2011
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

WATER USER AGREEMENT

STANDARD METER SERVICE

This agreement, dated this _____ day of _____, 19____, between _____, herein called "CUSTOMER", and McCreary County Water District, P.O. Box 488, Whitley City, Kentucky 42653, herein called "DISTRICT";

WITNESSETH:

WHEREAS, DISTRICT has undertaken to establish and operate a central water system for domestic, livestock, lawn, garden and other uses,

WHEREAS, the CUSTOMER desires to purchase water services from the DISTRICT, the CUSTOMER hereby enters into this water user's agreement as required by the Rules and Regulations of the DISTRICT.

Now THEREFORE, in consideration of the premises and mutual covenants and conditions hereinafter set out, subject to the Rules and Regulations of the DISTRICT and Kentucky Public Service Commission, it is hereby understood and agreed by the parties hereto as follows:

The DISTRICT shall furnish, subject to the limitations set out in its Rules and Regulations and Tariff as regularly filed with the Public Service Commission of Kentucky now in force or as hereafter amended, water service to the CUSTOMER in connection with the property to be served by this agreement. The property to be served is a _____ located _____.

The CUSTOMER understands and fully agrees that said meter service shall service one (1) source use per meter and separate user agreements and meters shall be required for each source use located on customer's premises.

The CUSTOMER agrees to pay a service connection fee of \$ _____ to the DISTRICT. Upon payment of said fee, DISTRICT agrees to connect to DISTRICT'S distribution main and install a standard size (5/8" x 3/4") meter service at or near CUSTOMER'S property line, subject to distance limitations as contained in DISTRICT'S Rules and Regulations.

The CUSTOMER agrees to grant to the DISTRICT, its successors and assigns, a perpetual easement in, over, under and upon land owned by the CUSTOMER, with the right to erect, construct, install and lay, and thereafter use, maintain, replace, and remove water pipelines and appurtenant

PUBLIC SERVICE COMMISSION
OF KENTUCKY

APR 01 1987
PURSUANT TO KY STATUTE 5:011,
SECTION 9(1)

BY: *George A. Miller*
PUBLIC SERVICE COMMISSION MANAGER

facilities, together with the right to utilize adjoining lands belonging to the CUSTOMER for the purpose of ingress to and egress from the said lands.

There are no unwritten understandings or agreements relating to the service hereinabove provided. This agreement cancels and supersedes all previous agreements relating to the purchase by CUSTOMER and sale by DISTRICT of water service at CUSTOMER'S premises and referred to above.

This agreement shall be in full force and effect when signed by the authorized representatives of the parties hereto.

CUSTOMER

DISTRICT

BY _____

BY _____

TITLE _____

TITLE _____

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

APR 01 1987

PURSUANT TO KRS KAR 5:011,
SECTION 9(1)

BY: Steve L. Lyle
PUBLIC SERVICE COMMISSION MANAGER

AGREEMENT FOR SPECIAL SERVICE
NON-STANDARD SIZE METER

This agreement, dated this _____ day of _____, 19____, between _____, herein called "CUSTOMER", and the McCreary County Water District, hereinafter called "DISTRICT";

WITNESSETH:

WHEREAS, DISTRICT has undertaken to establish and operate a central water system for domestic, livestock, lawn, garden and other uses, and has as its standard domestic service connection a 5/8" x 3/4" size meter, and,

WHEREAS, CUSTOMER requests and has evidenced to DISTRICT probable consumption of water in excess to that which can be provided by DISTRICT'S standard size connection, does hereby request of DISTRICT service through the size meter agreed and stipulated hereinafter.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and conditions hereinafter set out, it is agreed between the DISTRICT and CUSTOMER as follows:

1. CUSTOMER Agrees to:

- A. Take the necessary action to have the Special Service Connection approved by the appropriate County, City, Kentucky Department of Public Health, and Department of Building and Construction, where applicable a plan showing the location and size of the proposed pipelines and appurtenances, as well as cross-connection protection.
- B. Install the pipelines and appurtenances in accordance with approved plans and specifications from CUSTOMER'S premises to DISTRICT'S meter.
- C. Pay all costs of materials and installation of the proposed lines which may be needed to tie into the DISTRICT'S meter.
- D. Pay to the DISTRICT the service connection fee and meter deposit, as required by the governing body of the DISTRICT, the size meter and service connection fee agreed by CUSTOMER and DISTRICT.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

APR 01 1987

PURSUANT TO #07 KAR 5:011,
SECTION 9(1),
BY: Ray Kelle
PUBLIC SERVICE COMMISSION MANAGER

METER SIZE _____ SERVICE CONNECTION FEE
\$ _____

SERVICE LOCATION _____

2. DISTRICT Agrees to:

- A. Permit one nonstandard size meter at a point adjacent to the CUSTOMER'S premises.
- B. Install the meter after payment of the required fees for said water tap and meter.
- C. Provide water service in accordance with the DISTRICT'S By-Laws, Rules and Regulations, and Policies. Water service will be provided after the installation is complete and title to all lines and appurtenances between the DISTRICT'S mains and the meter is vested to the DISTRICT.

CUSTOMER

DISTRICT

BY: _____
TITLE

BY: _____
CHAIRMAN

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

APR 01 1987

PURSUANT TO KRS KAR 5:011,
SECTION 9(1)

BY: George A. Miller
PUBLIC SERVICE COMMISSION MANAGER

AGREEMENT FOR MULTI-FAMILY DEVELOPMENT

MASTER METER

This agreement, dated this _____ day of _____, 19____, entered into between _____ whose address is _____ hereinafter called "CUSTOMER", and the McCreary County Water District, P.O. Box 488, Whitley City, Kentucky 42653, hereinafter called "DISTRICT".

WITNESSETH:

WHEREAS, the DISTRICT has undertaken to establish and operate a central water system for domestic, livestock, lawn, garden, and other uses.

WHEREAS, the CUSTOMER has undertaken to establish a Multi-Family Development for rental of housing units within the DISTRICT'S service area and desires that water service be provided to such Multi-Family development.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and conditions hereinafter set out, it is agreed between DISTRICT and CUSTOMER as follows:

1. CUSTOMER Agrees to:

- A. Obtain or show approval of the Kentucky Department of Human Resources of the Multi-Family Development Plan, showing the location and size of the proposed pipelines and appurtenances.
- B. Install the pipelines and appurtenances in accordance with specifications of the DISTRICT'S existing or planned system or show proof that this has been done.
- C. Pay all costs of materials and installation of the proposed lines, including any lines and appurtenances outside the Multi-Family Development area, which may be needed to tie into the existing DISTRICT'S waterlines. This includes _____ or replacing DISTRICT'S waterlines in order to tie into a main line of sufficient size to provide an adequate amount of water within the Multi-Family Development area.

PURSUANT TO 207 KAR 5:011,
SECTION 9 (1)

BY: George L. Latta
PUBLIC SERVICE COMMISSION MANAGER

APR 01 1987

PUBLIC SERVICE COMMISSION
OF KENTUCKY
GENERAL OFFICE

- D. Convey to the DISTRICT, fee and unencumbered title of any and all lines installed by the CUSTOMER between the DISTRICT'S main, to and including master meter.
- E. Pay to the DISTRICT the service connection fee as required by the governing body of the DISTRICT for the size meter requested by the CUSTOMER.
- F. Maintain all lines and appurtenances from the master meter throughout the Multi-Family Development area.
- G. Pay the DISTRICT for water used, based on the larger of:
 - (1) The number of mobile home sites in the park times the minimum water charge per unit, based on a 5/8" x 3/4" meter minimum charge, or;
 - (2) The amount based on the average gallons used per housing unit at the current rate schedule times the number of housing units in the Multi-Family Development area.

2. DISTRICT Agrees to:

- A. Permit one master meter at a point adjacent to the Multi-Family Development area.
- B. Install the master meter after payment of the required fees for said water service connection.
- C. Provide water service in accordance with the DISTRICT'S By-Laws, Rules and Regulations, and Policies. Water service will be provided after the installation is complete and title to all lines and appurtenances between the DISTRICT'S mains and the master meter is vested to the DISTRICT.

IN WITNESS WHEREOF, we have executed this agreement this _____ day of _____, 19____.

OWNER _____

McCREARY COUNTY WATER DISTRICT

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

BY: _____
TITLE

BY: _____
CHAIRMAN

APR 01 1987

PURSUANT TO KRS KAR 5:011,
SECTION 9 (1),

BY: Sharon L. Hill
PUBLIC SERVICE COMMISSION MANAGER

AGREEMENT FOR MULTI-FAMILY DEVELOPMENT

UNITS WITH INDIVIDUAL METERS

This agreement, dated this _____ day of _____, 19____, entered into between _____ whose address is _____ hereinafter called "OWNER", and the McCreary County Water District, P.O. Box 488, Whitley City, Kentucky 42653, hereinafter called "DISTRICT".

WITNESSETH:

WHEREAS, the SUPPLIER has undertaken to establish and operate a central water system for domestic, livestock, lawn, garden, and other uses.

WHEREAS, the DEVELOPER has undertaken to establish a Multi-Family Development for rental of housing units within the SUPPLIER'S service area and desires that water service be provided to such Multi-Family Development.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and conditions hereinafter set out, it is agreed between SUPPLIER and DEVELOPER as follows:

1. DEVELOPER Agrees to:

A. Obtain or show approval of the Kentucky Department of Human Resources of the Multi-Family Development plan, showing the location and size of the proposed pipelines and appurtenances.

B. Install the pipelines and appurtenances in accordance with specifications of the DISTRICT's existing or planned system or show proof that this has been done.

C. Pay all costs of materials and installation of the proposed lines, including any lines and appurtenances outside the Multi-Family Development area, which may be needed to tie into the existing _____ waterlines. This includes paralleling or _____ DISTRICT's waterlines in order to tie into a main line of sufficient size to provide an adequate amount of water within the Multi-Family Development.

D. Convey to the DISTRICT, fee and unencumbered title in _____ the pipeline distribution system and appurtenances.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
APR 01 1987

BY: Shay L. Hill
PUBLIC SERVICE COMMISSION MANAGER

installed by the DEVELOPER after the system is installed, tested and acceptable to the DISTRICT.

E. Pay to the DISTRICT the service connection fee as required by the governing body of the DISTRICT.

2. DISTRICT Agrees to:

A. Permit one one tap for each and every housing unit reached by the said pipeline distribution system within the trailer park and render water service to the housing unit in accordance with the regular schedule of rates for customers of the DISTRICT.

B. Install one tap and meter for each water subscription contract purchased within a reasonable time after payment of the required fees for said water tap.

C. Provide water service in accordance with the DISTRICT's By-Laws, Rules and Regulations, and Policies. Water service will be provided after the installation is complete and title to all lines and appurtenances between the DISTRICT's mains and the master meter is vested to the DISTRICT.

IN WITNESS WHEREOF, we have executed this agreement this ____ day of _____, 19__.

OWNER

McCREARY COUNTY WATER DISTRICT

BY:

TITLE

BY:

CHAIRMAN

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

APR 01 1987

PURSUANT TO KRS 5:011,
SECTION 9 (1)

BY: George A. Lee
PUBLIC SERVICE COMMISSION MANAGER

AGREEMENT FOR MOBILE HOME PARK SERVICE

MASTER METER

This agreement, dated this _____ day of _____, 19___, entered into between _____ whose address is _____ hereinafter called "OWNER", and the McCreary County Water District, P.O. Box 488, Whitley City, Kentucky 42653, hereinafter called "DISTRICT".

WITNESSETH:

WHEREAS, the SUPPLIER has undertaken to establish and operate a central water system for domestic, livestock, lawn, garden, and other uses.

WHEREAS, the DEVELOPER has undertaken to establish a Mobile Home Park for the sale or rental of mobile home sites within the SUPPLIER'S service area and desires that water service be provided to such mobile home park.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and conditions hereinafter set out, it is agreed between SUPPLIER and DEVELOPER as follows:

1. DEVELOPER Agrees to:

- A. Obtain or show approval of the Kentucky Department of Human Resources of the Mobile Home Park plant, showing the location and size of the proposed pipelines and appurtenances.
- B. Install the pipelines and appurtenances in accordance with specifications of the DISTRICT's existing or planned system or show proof that this has been done.
- C. Pay all costs of materials and installation of the proposed lines, including any lines and appurtenances outside the Mobile Home Park, which may be needed to tie into the existing DISTRICT's water lines. This includes paralleling or replacing DISTRICT's waterlines in order to tie into a main line of sufficient size to provide an adequate amount of water within the Mobile Home Park.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

APR 01 1987

PURSUANT TO KRS 207.011, SECTION 9(1)
BY: Steve Miller
PUBLIC SERVICE COMMISSION MANAGER

- D. Convey to the DISTRICT, fee and unencumbered title of any and all lines installed by the OWNER between the DISTRICT's main, to and including master meter.
- E. Pay to the DISTRICT the service connection fee as required by the governing body of the DISTRICT for the size meter requested by the OWNER.
- F. Maintain all lines and appurtenances from the master meter throughout the Mobile Home Park.
- G. Pay the DISTRICT for water used, based on the larger of:
 - (1) The number of mobile home sites in the park times the minimum water charge per unit, based on a 5/8" X 3/4" meter minimum charge, or;
 - (2) The amount based on the average gallons used per mobile home site at the current rate schedule times the number of mobile home sites in the park.

2. DISTRICT Agrees to:

- A. Permit one master meter at a point adjacent to the mobile home park.
- B. Install the master meter after payment of the required fees for said water service connection.
- C. Provide water service in accordance with the DISTRICT's By-Laws, Rules and Regulations, and Policies. Water service will be provided after the installation is complete and title to all lines and appurtenances between the DISTRICT's mains and the master meter is vested to the DISTRICT.

3. It is further understood and agreed that the DISTRICT has entered into a loan agreement with the Farmers Home Administration, U.S. Department of Agriculture, for financing the construction of its central water system and the DISTRICT's obligations hereunder are contingent on its obtaining or having obtained said financing.

IN WITNESS WHEREOF, we have executed this agreement this _____ day of _____, 19____.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

OWNER _____

McCREARY COUNTY WATER DISTRICT

APR 01 1987

BY: _____
TITLE

BY: _____
CHAIRMAN

PURSUANT TO KY STAT 5:011,
SECTION 9(1)

BY: *Glenn Miller*
PUBLIC SERVICE COMMISSION MANAGER

AGREEMENT FOR MOBILE HOME PARK SERVICE

SITES WITH INDIVIDUAL METERS

This agreement, dated this _____ day of _____, 19____, entered into between _____ whose address is _____, hereinafter called "OWNER", and McCREARY COUNTY WATER DISTRICT, hereinafter called "DISTRICT";

WITNESSETH:

WHEREAS, DISTRICT has undertaken to establish and operate a central water system for domestic, livestock, lawn, garden, and other uses.

WHEREAS, OWNER has undertaken to establish a Mobile Home Park for the sale or rental of mobile home sites within the DISTRICT's service area and desires that water service be provided to such Mobile Home Park.

NOW, THEREFORE, in consideration of the premises and mutual covenants and conditions hereinafter set out, it is agreed between DISTRICT and OWNER as follows:

1. OWNER Agrees to:

- A. Obtain or show the approval of the Kentucky Department of Human Resources of the Mobile Home Park plant, showing the location and size of the proposed pipelines and appurtenances.
- B. Install the pipelines and appurtenances in accordance with specifications of the DISTRICT's existing or planned system or show proof that this has been done.
- C. Pay all costs of materials and installation of the proposed lines, including any lines and appurtenances outside the Mobile Home Park, which may be needed to tie into the existing DISTRICT's waterlines. This includes paralleling or replacing DISTRICT's waterlines in order to tie into a main line of sufficient size to provide an adequate amount of water within the Mobile Home Park.
- D. Convey to the DISTRICT, fee and unencumbered ^{OF KENTUCKY} the pipeline distribution system and appurtenances ^{EFFECTIVE} installed by the OWNER after the system is installed, tested, and acceptable to the DISTRICT.

PUBLIC SERVICE COMMISSION

OF KENTUCKY

EFFECTIVE

APR 01 1987

PURSUANT TO SUB PAR 5:011,
SECTION 9 (1)

BY: Sharon L. Lee
PUBLIC SERVICE COMMISSION MANAGER

E. Pay to the DISTRICT the service connection fees for each service fee, as required by the governing body of the DISTRICT.

2. DISTRICT Agrees to:

A. Permit one tap for each and every mobile home site reached by the said pipeline distribution system within the Mobile Home Park, and render water service to the mobile homes in accordance with the regular schedule of rates for customers of the DISTRICT.

B. Install one tap and meter for each water subscription contract purchased within a reasonable time after payment of the required fees for said water tap.

C. Provide water service, after the system is accepted by the DISTRICT and title vested to the DISTRICT, in accordance with the DISTRICT's By-Laws, Rules and Regulations, and Policies. This includes all items of operation and maintenance of the sytem.

3. It is further understood and agreed that the DISTRICT has entered into a loan agreement with the Farmers Home Administrations, U.S. Department of Agriculture, for financing the construction of its central water system and the DISTRICT's obligations hereunder are contingent on its obtaining or having obtained said financing.

IN WITNESS WHEREOF, we have executed this agreement this ____ day of _____, 19__.

OWNER _____ McCREARY COUNTY WATER DISTRICT

BY: _____
TITLE CHAIRMAN

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

APR 01 1987

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

BY: Shay L. Lee
PUBLIC SERVICE COMMISSION MANAGER

AGREEMENT FOR SPECIAL SERVICE

SPRINKLER SYSTEM AND FIRE SERVICE CONNECTION

This agreement, entered into between _____,
whose address is _____ herein-
after called "CUSTOMER" and the McCreary County Water
District, P.O. Box 488, Whitley City, Kentucky 42653,
hereinafter called "DISTRICT".

WHEREAS, the DISTRICT has undertaken to establish and operate
a central water system for domestic, livestock, lawn garden,
and other uses.

WHEREAS, the DISTRICT has undertaken to provide fire
protection to facility (ies) and desires that a connection
the DISTRICT'S water distribution line be permitted.

NOW, THEREFORE, in consideration of the premises and the
mutual covenants and conditions hereinafter set out, it is
agreed between DISTRICT and CUSTOMER as follows:

1. CUSTOMER Agrees to:

- A. Take the necessary steps to have fire protection
plans and specifications approved by the
appropriate County, City, and State Agency. A copy
of approved plans and specifications are attached.
- B. Obtain the approval of the Kentucky Department of
Health of the proposed means of prevention of
cross-connection or backflow prevention and other
pertinent approvals. A copy of such approval is
attached.
- C. CUSTOMER warrants that system will be maintained in
a good and correct condition, preventing water loss
or contamination of facilities. Should CUSTOMER
fail to properly maintain or adequately protect
interest of DISTRICT, the DISTRICT may, without
notice of _____ recourse, terminate service to
CUSTOMER. CUSTOMER agrees to pay for water loss
due to line breaks or equipment failure based on
DISTRICT'S engineers estimate.
- D. Install the pipelines and appurtenances in
accordance with specifications of the DISTRICT'S
existing or planned system.

PUBLIC SERVICE COMMISSION
OF KENTUCKY

APR 01 1987

PURSUANT TO KY KAR 5:011,
SECTION 9(1)

BY: Steve Selby
PUBLIC SERVICE COMMISSION MANAGER

- E. Pay all costs of materials and installation of the proposed service lines including any lines and appurtenances outside CUSTOMER'S property which may be needed to tie into the existing DISTRICT'S waterlines. This includes paralleling or replacing DISTRICT'S waterlines in order to tie into a main line of sufficient size to provide adequate design pressure and volume at the point of connection to DISTRICT'S main line.
- F. Make provision for payment to tap fees and monthly charge to the DISTRICT.
- G. Convey to the DISTRICT fee and unencumbered title to the pipeline distribution system and appurtenances installed by the CUSTOMER between the DISTRICT main, to and including main valve pit.
- H. Pay the DISTRICT for services and potential services rendered the CUSTOMER, as a result of CUSTOMER having available such water, as currently available when needed by being connected to DISTRICT'S lines, a fee as hereinafter set out. It is mutually agreed and understood that fee stated hereinafter is for one (1) service tap only and any additional tap or service for CUSTOMER'S property or facility will be contracted for by execution of a separate agreement.

Size of Service _____

Service Connection Fee _____

- I. CUSTOMER agrees to indemnify and hold harmless any claim for damages toward the DISTRICT for any loss suffered by the CUSTOMER because of nonavailability of water, loss of pressure, reduced flow, or any other act, omission or responsibility of/by the DISTRICT.

2. DISTRICT Agrees to:

- A. Permit a valve pit at a point adjacent or near the CUSTOMER'S facility.
- B. Provide water service in accordance with the DISTRICT'S By-laws, Rules and Regulations, and Policies.
- C. Water service will be provided after the installation is complete and title to all lines and appurtenances between the DISTRICT'S main, to and including the valve pit is vested to the DISTRICT.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
APR 9, 1987
PURSUANT TO KRS 5:011,
SECTION 9 (1)
BY: Glenn S. Hill
PUBLIC SERVICE COMMISSION MANAGER

It is mutually agreed and understood that if service is dependant on extension or construction of a new main by DISTRICT that service by DISTRICT will not be available until such construction is complete.

- D. DISTRICT will maintain and operate that part of system which CUSTOMER has vested title to DISTRICT.
- 3. It is further understood and agreed that DISTRICT, in no way, guarantees or implies that DISTRICT'S system is adequate for fire protection. DISTRICT only offers to CUSTOMER such service as to availability of water and pressure as may be, at the exact time when CUSTOMER demands. Further, DISTRICT does not agree nor warrant that design pressures and flows will not change, in fact, DISTRICT expects to add additional customers and expect that flow and pressure will decrease.
- 4. It is mutually agreed and understood that the distribution system installed, or to be installed by SUPPLIER, is basically a water distribution system for residential potable water supply. Design for fire protection has in no way been considered, nor does SUPPLIER warrant non-interruption of service.

IN WITNESS WHEREOF, we have executed this agreement this _____ day of _____, 1984.

WITNESS:

Water User

ATTEST:

McCreary County Water District
BY: _____

Title

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

APR 01 1987

PURSUANT TO KRS 5:011,
SECTION 9 (1)

BY: George L. Lee
PUBLIC SERVICE COMMISSION MANAGER