

P.S.C. Ky. No. 6:

Original Cover Sheet and Original Sheets Nos. 1 through 56, inclusive.

CANCELLING:

P.S.C. Ky. No. 5:

Original Cover Sheet No. 1 and Original Sheets Nos. 2 through 6, 9 and 10, 12, 15 and 16, 18, 20 through 28, 30 through 44, 46 and 47, and 52 through 54, First Revised Sheets Nos. 7 and 8, 11, 13 and 14, 17, 19, 29, 45, and 48 through 51.

ALSO CANCELS:

P.S.C. Ky. No. 1 for West Scott County:

Original Cover Sheet and Original Sheets Nos. 1 through 5, 7 and 8, First Revised Sheet No. 6, and the Agreement dated September 18, 1973 with Clark Equipment Company.

**FILED**

MAR - 7 1983

PUBLIC SERVICE  
COMMISSION

KENTUCKY-AMERICAN WATER COMPANY

OF

2300 RICHMOND ROAD, LEXINGTON, KENTUCKY

(T)

RATES FOR FURNISHING WATER

AT

CITY OF LEXINGTON, AND FAYETTE COUNTY, KENTUCKY AND  
CONTIGUOUS TERRITORY THERETO

AND

RULES AND REGULATIONS FOR FURNISHING WATER

AT

(T)(C)

CITY OF LEXINGTON, AND FAYETTE COUNTY, PUBLIC SERVICE COMMISSION  
KENTUCKY AND CONTIGUOUS TERRITORY THERETO OF KENTUCKY  
EFFECTIVE

FILED WITH PUBLIC SERVICE COMMISSION OF KENTUCKY

FEB 17 1983

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

BY: [Signature]

ISSUED: March 7, 1983

EFFECTIVE: February 17, 1983

Issued by: [Signature] J. James Barr, President  
2300 Richmond Road, Lexington, Kentucky

C-7-83

CLASSIFICATION OF SERVICE  
SERVICE CLASSIFICATION NO. 1

APPLICABLE

(T) Applicable to all customers in the City of Lexington, Fayette County, Kentucky, and contiguous territory thereto.

AVAILABILITY OF SERVICE

(T) Available for Residential, Commercial, Industrial, Sales for Resale, Municipal and All Other Public Authority Metered Service.

METER RATES

The following shall be the rates for consumption, in addition to the service charges provided for herein:

	1000 Gallons Per Month	Rate Per 1000 Gallons	100 Cubic Feet Per Month	Rate Per 100 Cubic Feet
For the first	12	1.100000	16	.825
For the next	588	.861333	784	.646
For all over	600	.768000	800	.576

(I)(N)

	1000 Gallons Per Quarter	Rate Per 1000 Gallons	100 Cubic Feet Per Quarter	Rate Per 100 Cubic Feet
For the first	36	1.100000	48	.825
For the next	1,764	.861333	2,352	.646
For all over	1,800	.768000	2,400	.576

SERVICE CHARGES

All metered general water service customers shall pay a service charge based on the size of meter installed. The service charge will not entitle the customer to any water.

Size of Meter	Service Charge	
	Per Month	Per Quarter
5/8"	\$ 3.80	\$ 11.40
3/4"	5.70	17.10
1"	9.50	28.50
1-1/2"	19.00	57.00
2"	30.40	91.20
3"	57.00	171.00
4"	95.00	285.00
6"	190.00	570.00
8"	304.00	912.00

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

FEB 17 1983

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SECTION 9 (1)

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in Case No. 8571 dated February 17, 1983

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P.S.C. Ky. No. 5  
Original Cover Sheet No. 1  
P.S.C. Ky. No. 5  
Original Sheet Nos. 1 through 54  
Cancelling P.S.C. Ky. No. 4  
Cover Sheet and Sheet Nos. 2  
through 47 and 52 and 53 and  
U.R.C. No. 4 Sheet Nos. 48  
through 51 and 54

KENTUCKY-AMERICAN WATER COMPANY

OF

2300 RICHMOND ROAD, LEXINGTON, KENTUCKY

(T) RATES FOR FURNISHING WATER

AT

CITY OF LEXINGTON, AND FAYETTE COUNTY, KENTUCKY AND CONTIGUOUS  
TERRITORY THERETO, EXCLUDING WEST SCOTT COUNTY,

AND

RULES AND REGULATIONS FOR FURNISHING WATER

AT

(T)(C) CITY OF LEXINGTON, AND FAYETTE COUNTY,  
KENTUCKY AND CONTIGUOUS TERRITORY THERETO

FILED WITH PUBLIC SERVICE COMMISSION OF KENTUCKY



ISSUED: April 15, 1981

EFFECTIVE: May 15, 1981

ISSUED BY: Kentucky American Water Company

BY:   
J. James Barr, President

C4-83

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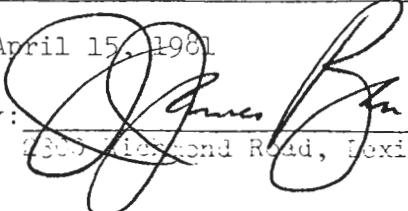
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 by *B. Jones*  
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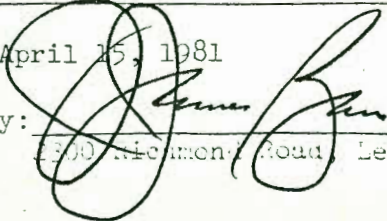
TERRITORY TO WHICH RULES, REGULATIONS AND SERVICE CLASSIFICATIONS APPLY:

- (T)(C) The Rules and Regulations contained in this tariff apply in the City of Lexington and Fayette County, Kentucky, and contiguous territory thereto.
- (T)(C) Service Classifications regarding rates or charges contained in this tariff apply to the designated territory and affected customers set forth on the respective rate or charge tariff sheet.
- (T)(C) Service Classifications regarding rates or charges applicable to the Company's West Scott County Division which apply to portions of Scott County with extensions into Bourbon and Harrison Counties (area formerly served by West Scott County Water District) are set forth in the separate rate tariff for that Division.



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DEFINITIONS

1. DEFINITIONS APPLICABLE TO RULES AND REGULATIONS:

- (T) (a) "Customer" shall mean any person, firm, corporation or municipality supplied with water service by Kentucky-American Water Company pursuant to these Rules and Regulations.
- (b) "Bona fide prospective customer" shall mean any owner or lessee who is to be the occupant of an existing developed premises having a curb line abutting on that part of a street or public highway in which there is, or is to be, located a distribution main of the Company, who shall file a signed application for a new street service connection and for water service to such premises to be occupied.
- (T) (c) "Company" shall mean the Kentucky-American Water Company acting through its officers, managers, or other duly authorized employees or agents.
- (d) "Service pipe" as referred to in these Rules and Regulations consists of the following, viz:
  - (1) The corporation cock, tail piece and connection; or the corporation cock and flange connection.
  - (2) The curb cock and curb box, or coppersetter when installed in a meter box.
  - (3) The pipe between the Company main and the curb cock or coppersetter.
- (e) "Customer's service pipe" is that portion of the service line between the curb cock or meter box at or near the curb line, and the structures or premises to be supplied.
- (f) "Premises" as contemplated in these Rules, mean and include:
  - (1) a building under one roof and occupied as one business or residence; or
  - (2) a combination of buildings owned or leased by one party in one common enclosure or on a single tract of land not crossed by public streets, roads, or ways, and occupied by one family or business; or

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 237 Abnnon Road, Lexington, Kentucky

C3-83



DEFINITIONS (Cont.)

- (3) a building owned or leased by one party, having two or more apartments, offices, or suites of offices, and using one or more halls and entrances in common; or
- (4) a double house having a solid vertical partition wall or a building erected as a single family residence served through one street service connection and subsequently converted into apartments or offices or a combination of such, and where separate water supply plumbing would not be practicable; or
- (5) each residential or business single occupancy unit, served through one street service connection in a building which is not a premises otherwise defined in these Rules.
- (g) "Special Fire Connection" is one to which is attached fixtures from which water is taken only for the extinguishment of fire.
- (h) "Temporary Service Connection" is one which is installed for the temporary use of water, including service to individual mobile homes. Provided: They are located on lots having a curb line abutting on that part of a street or public highway in which there is, or is to be, located a distribution main of the Company extending for at least one-half of the frontage of the lot on said street or highway.
- (C) (i) "Private Fire Hydrant Service Outside Lexington City Limits (Other Than for Industries, State or County Institutions)" is available to areas in advance of annexation and the assumption of responsibility for public fire hydrant charges by a unit of government in accordance with Rule 7 herein.

2. RULES AND REGULATIONS GOVERNING RENDERING OF SERVICE:

- (a) The Rules and Regulations in their entirety as hereinafter set forth or as they may hereafter be altered or amended in a regular and legal manner shall govern the rendering of water service and every customer upon signing of an application for water service or upon the taking of water service will be bound thereby.
- (b) Except fire and special temporary services, all service will be rendered on a meter basis. Residential, commercial, industrial and municipal service is only regularly available for single premises as "premises" is defined in these Rules. Under special circumstances when the interests of other customers would not be jeopardized or prejudiced, the Company's President or a Vice President may, by writing, authorize service at regular rates to governmental or political corporations, districts, or authorities not qualifying as "premises" under these Rules.

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2300 Richmond Road, Lexington, Kentucky

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3. APPLICATIONS FOR WATER SERVICE:

- (a) All persons, firms or corporations desiring water service, must make written application at the office of the Company on printed forms provided therefor, setting forth in said application all purposes for which water can be used upon their premises.
- (b) Any change in the identity of the contracting Customer at a premises will require a new application and the Company may after reasonable notice, discontinue the water supply until such new application has been made and accepted, but the former applicant or consumer of water shall remain liable for water furnished to said premises until he has given notice in writing to the Company to discontinue the supply.

(c) Existing Street Service Connection

When any person, firm, or corporation, not theretofore taking water service from the Company, applies for water service, the application shall be in writing on forms supplied by the Company. When such application is accepted by the Company, it shall constitute a contract between the applicant and the Company for service at the premises named in the application and at any other premises at which the named applicant may be securing service unless a separate application for service to such other premises shall have been accepted by the Company.

- (d) A Customer who has made application for water service to a premise shall be held liable for all water service furnished to such premises until such time as the Customer properly notifies the Company to discontinue the service for his account.
- (e) No charge will be made for turning on the water to new Customers during regular working hours. Services turned on at request of the Customer after regular hours or on Saturdays, Sundays and holidays, however, will be billed at actual cost.

- (T) (f) No person or persons, corporation or partnership receiving water service from the Company will be permitted to use water for any other purposes than that for which they shall have contracted to pay as shown by their application. No Customer shall resell water to others beyond premises served without written Company consent. An accepted application for water service to any premises shall constitute a license to the applicant to take and receive a supply of water for said premises **but only for the uses specified in such application and the supply shall not be used except for the premises specified in the application.**

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2300 Richmond Road, Lexington, Kentucky

*CH-83*

4. SPECIAL APPLICATIONS FOR WATER SERVICE

- (a) Water for building or construction purposes must be specially applied for.
- (b) Connections for private fire service must be specially applied for.
- (c) Water for transient or temporary purposes must be specially applied for.
- (d) Whenever a street service connection is made to the mains for temporary service or for private fire service, the Applicant shall bear the entire cost and expense of labor and material for tapping the main and installing and maintaining the service connection and meter.

5. WATER FOR BUILDING OR CONSTRUCTION PURPOSES

Water for building purposes will be furnished by meter measurement only and shall be subject to the meter minimum charge, and all water for building purposes, as set forth in the permit, must pass through one and the same meter. No service will be furnished until a suitable deposit has been made. The amount of the deposit will be determined by the Company, depending upon the size of the construction work contemplated, but a minimum deposit required shall be \$10.00.

6. APPLICATION FOR PRIVATE FIRE SERVICE

- (a) The extent of the rights of the Applicant for private fire service is to receive, but only at times of fire on said premises, such supply of water as shall then be available and no other or greater. The Water Company shall not be considered in any manner an insurer of property or persons, or to have undertaken to extinguish fires, or to protect any persons or property against loss or damage by fire, or otherwise, and it shall be free and exempt from any and all claims for damages on account of any injury to property or persons by reason of fire, water failure to supply water or pressure, or for any other cause whatsoever.
- (b) Service connections for water to be taken for the extinguishment of fire shall be made only upon the terms as provided for in the "Application for Special Connection": for such service, a copy of which is on file in the Company's office, and then only after such license has been approved in writing by the President or Vice President and Manager, as well as by the Chief of the Fire Department.

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 2200 Richmond Road, Lexington, Kentucky

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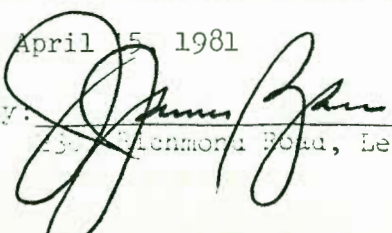
6. APPLICATION FOR PRIVATE FIRE SERVICE (Cont.)

- (c) A gate valve with indicator post controlling the entire supply shall be placed at the curb or property line of the street in which the main is located or at such other point as may be approved by the Company, and said valve shall be furnished by and at the expense of the Customer, and any valve pit or vault which may be required shall also be furnished by and at the expense of the Customer.
- (d) The Company will make the connection to its mains at the cost and expense of the Customer, and the street service connection from the main to the property line will be furnished, installed and maintained by the Company by and at the cost and expense of the Customer.
- (e) The entire private fire service system on the Customer's premises shall be installed by and at the expense of the Customer and shall be subject to the inspection, test and approval of the Company before the service is made effective, and at such times thereafter as may be deemed necessary by the Company.
- (f) A private fire service connection is furnished for the sole purpose of supplying water for the extinguishment of accidental fires, and the use of water from such a connection for any other purpose is absolutely forbidden.
- (g) Private fire protection service may at any time be furnished at the option of the Company through a line guarded by an approved fire line meter or detector device which shall be furnished and installed by the Company at the expense of the Customer. The meter shall be set in a brick or concrete vault or chamber, properly drained and protected, located at a point as near as possible to the curb line, and said vault or chamber shall be constructed and maintained by the Company at the expense of the Customer. The meter or detector device will be maintained by the Company, but at the expense of the Customer.
- (h) Hydrants and other fixtures connected with a private fire service connection may be sealed by the Company, and such seals shall be broken only in case of fire or as specially permitted by the Company, and the Customer must immediately notify the Company of the breaking of any such seal.



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150 Commonwealth Road, Lexington, Kentucky

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6. APPLICATION FOR PRIVATE FIRE SERVICE (Cont.)

- (i) No pipe or fixtures connected with a private fire service connection served by the Company shall be connected with pipes or fixtures supplied with water from any other source.
- (j) Title to the service connection from the main to and including the meter or valve vault, located at or near the curb or property line shall, upon completion of construction, become vested in the Company.
- (k) The entire private fire service connection and all parts of it which are located outside of the property line of the Customer and any meter or other indicating or controlling device and all parts and appurtenances thereof no matter where located shall be under the sole jurisdiction of the Company.
- (l) The Company shall determine the size and location of any connections made to its mains for private fire service.
- (m) The Customer shall furnish an accurate sketch or drawing showing the pipes, valves, hydrants, connections and appurtenances on the premises of the Customer and connected with the mains of the Company and also an accurate sketch of any other water pipe system and fixtures that may exist on the premises.
- (n) Whenever a fire service system is to be tested under the regulations of the fire insurance underwriters, the Customer shall notify the Company of such proposed test, naming the day and hour when same is to be made, so that, if desired, the Company may have an inspector present during the test.
- (o) All applications for private fire protection shall be subject to the written approval of the Chief of the applicable Fire Department, who, by such approval, shall affirm that, in his opinion, the public fire protection will not be endangered by the proposed connection to be made by the Company.

7. PRIVATE FIRE HYDRANT SERVICE OUTSIDE LEXINGTON CITY LIMITS  
(OTHER THAN FOR INDUSTRIES, STATE OR COUNTY INSTITUTIONS)

(T) Private fire hydrant service in public streets and roads outside of the limits of the City of Lexington (other than those contracted for by industries, State and/or County institutions) is available to a developer of a new subdivision in advance of annexation of such area by a unit of government and the assumption of responsibility for public fire hydrant charges by such unit, and will be rendered only under the following conditions:

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7. PRIVATE FIRE HYDRANT SERVICE OUTSIDE LEXINGTON CITY LIMITS (OTHER THAN FOR INDUSTRIES, STATE OR COUNTY INSTITUTIONS) (Cont.)

- (a) The developer (or a representative from the area to be served) must sign an "Application for Special Connection", a copy of which is on file in the Company's office.
- (b) The entire cost for labor, materials and other expenses incurred in installing the private fire hydrant connection, consisting of tapping the main and installing the hydrant branch and hydrant at a convenient point between the curb and property line, will be paid by the Applicant and any work done by the Company in connection therewith will be at the expense and risk of the Applicant.
- (c) Advance payment for three years' hydrant rental charge will be required at the time contract is signed for private fire hydrant service.
- (d) A private fire hydrant is furnished for the purpose of supplying water for the extinguishment of accidental fires only and the use of water from such private hydrant for any other purpose is absolutely forbidden.
- (e) Water used for extinguishing accidental fires will not be charged for. Prompt notice of hydrant use is to be given the Company in order that the installation may be inspected.
- (f) Title to the service connection and hydrant shall, upon completion of construction, become vested in the Company, which thereafter shall assume responsibility for maintenance and shall be under the sole jurisdiction of the Company.
- (T) (g) The Company shall determine the size and location of connections made to its mains for private fire hydrants.
- (T) (h) No private fire hydrant will be installed at a location where the normal flow from the hydrant is less than 500 gallons per minute with a 20 pounds per square inch residual pressure in the main serving the hydrant.
- (T) (i) All water customers within 1,000 ft. of the private hydrant location, such distance being measured along public streets or roads, shall agree to pay such charges for this service as may be lawfully in effect from time to time, commencing with the expiration date of the initial three-year advance rental payment.
- (T) (j) Failure to pay private fire hydrant rental charges shall be sufficient cause for discontinuance of water service to the property of the Customer after reasonable notice by the Company.

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 130 Commonwealth Blvd., Lexington, Kentucky

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7. PRIVATE FIRE HYDRANT SERVICE OUTSIDE LEXINGTON CITY LIMITS (OTHER THAN FOR INDUSTRIES, STATE OR COUNTY INSTITUTIONS) (Cont.)

- (T) (k) Commencing with the expiration date of the initial three-year advance rental payment, private fire hydrant charges will be billed annually in advance and included on water bill of each Customer within 1,000 ft. of the private fire hydrant location, which is first rendered after January 1st.
- (T) (l) Private fire hydrant charges shall continue in effect until such time as a unit of government shall have annexed the area affected and agreed to pay public fire protection charges thereon.
- (T) (m) The extent of the rights of the Applicant for private fire hydrant service is to receive, but only at times of fire on said premises, such supply of water as shall then be available and no other or greater. The Water Company shall not be considered in any manner an insurer of property or persons, or to have undertaken to extinguish fires, or to protect any persons or property against loss or damage by fire, or otherwise, and it shall be free and exempt from any and all claims for damages on account of any injury to property or persons by reason of fire, water, failure to supply water or pressure, or for any other cause whatsoever.

8. DISCONTINUANCE OF WATER SERVICE

- (a) Water service will be discontinued to any premises on account of temporary vacancy upon written request of the Customer, without in any way affecting the agreement in force, and upon payment of all charges due as provided for in the Rates, Rules and Regulations of the Company.
- (T)(N)(b) The Company will not discontinue the service of any Customer for violation of any rule or regulation of the Company or for non-payment of bills, except on written notice of at least ten (10) days mailed to such Customer at his address as shown upon the Company's records, or personally delivered to him or a member of his household, advising the Customer in what particular such rule has been violated, for which service will be discontinued if the violation is permitted to continue; provided, however, discontinuance of service shall be effected not less than twenty (20) days after the mailing date of the original bill unless, prior to discontinuance, a residential customer presents to the Company a written certificate, signed by a physician, registered nurse or public health officer, that such discontinuance will aggravate an existing illness or infirmity on the affected premises in which case discontinuance may not be effected until the affected resident can make other living arrangements or until not less than ten (10) days elapse

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2300 Richmond Road, Lexington, Kentucky

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8. DISCONTINUANCE OF WATER SERVICE (Cont.)

(b) (Cont.)

from the date of the Company's notification; provided, further, that where fraudulent use of water is detected, or where the Company's regulating or measuring equipment has been tampered with, or where a dangerous condition is found to exist on the Customer's premises, service may be shut off without notice in advance. Subject to the foregoing provisions, service rendered under any application, contract or agreement may be discontinued by the Company for any of the following reasons:

- (T) (1) For willful or indifferent waste of water due to any cause which adversely affects either water service to other Customers or the Company's utility operation.
- (2) For failure to protect from injury or damage the meter and connections, or for failure to protect and maintain the service pipe or fixtures on the property of the Customer, in a condition satisfactory to the Company.
- (3) For molesting or tampering by the Customer, or others with the knowledge of the Customer, with any meter, connections, service pipe, curb cock, seal or any other appliance of the Company controlling or regulating the Customer's water supply.
- (T)(N) (4) For failure to provide the Company's employees free and reasonable access to the premises supplied, or for obstructing the way of ingress to the meter or other appliance of the Company controlling or regulating the Customer's water supply (with at least fifteen (15) days advance written notice).
- (5) For non-payment of any account for water supplied, for water service, or for meter or service maintenance, or for any other fee or charge accruing under these Rates, Rules and Regulations.
- (6) In case of vacancy of the premises.
- (T)(N) (7) For violation of any other rule or regulation of the Company or state and municipal rules and regulations applying to the Company's water service.

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(c) In cases where plumbing has been installed prior to adoption of and not in accordance with these Rules and Regulations, and water is being taken through a single service pipe to supply two or more premises, the party

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2300 Richmond Road, Lexington, Kentucky

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8. DISCONTINUANCE OF WATER SERVICE (Cont.)

(c) (Cont.)

making application shall be responsible for all water bills and other legitimate charges. Any violation of the rules of the Company with reference to either or any of the said premises or for the supply of water thereto, shall be deemed a violation as to all, and the Company may enforce compliance with these rules by shutting off the entire service except that such action will not be taken until the innocent Customer who is not in violation of the Company's rules, has been given a reasonable notice and opportunity to attach his pipes to a separately controlled curb stop cock, to be provided by and at the expense of the Water Company.

(d) Discontinuing the supply of water to a premises for any reason shall not prevent the Company from pursuing any lawful remedy by action at law or otherwise for the collection of moneys due from the Customer.

9. RENEWAL OF WATER SERVICE AFTER DISCONTINUANCE

(a) When water service to a premises has been terminated for any reason other than temporary vacancy, it will be renewed only after the conditions, circumstances or practices which caused the water service to be discontinued are corrected to the satisfaction of the Company, and upon payment of all charges due and payable by the Customer in accordance with the Rates, Rules and Regulations.

(b) No Customer whose service has been turned off shall turn on same, or have same done by anyone other than the Company.

10. TURN-ON CHARGE

(T) (a) When it has been necessary to discontinue water service to any premises because of a violation of the Rules and Regulations or on account of non-payment of any bill, a charge will be made to cover the expense of turning on the water as set forth in the Company's schedule of rates and charges. This charge, together with any arrears that may be due the Company for charges against the Customer, and any service deposit required by the Company, must be paid before the water will again be turned on.

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10. TURN-ON CHARGE (Cont.)

- (b) If at the time of such discontinuance of service the Customer does not have a deposit with the Company, the Company may require a cash deposit as a guarantee of the payment of future bills before the water will be turned on.

11. ABATEMENTS AND REFUNDS

There shall be no abatement of the minimum rates due to the extended absence of the Customer without proper notice having been given to the Company. No abatement shall be made for leaks or for water wasted by improper or damaged service pipes or fixtures belonging to the Customer.

12. INSTALLATION OF SERVICE LINES

- (a) Where its mains are now or may hereafter be laid, the Company will, at its expense, install the service pipe and appurtenances between the water main in the street up to and including the stop cock and curb box, or the coppersetter when installed in the meter box at or near the curb line, provided that the service pipe is required for the immediate and continuous supply of water for general water service to premises abutting the public highway upon which such mains are located; and all such service pipes and appurtenances shall be installed only by the Company.
- (b) The Company will maintain such service pipes and appurtenances laid by it, but it will not maintain any service pipes which are Customer-owned, or which were installed to supply special fire connections or temporary service connections.
- (c) The Company will make all connections to its mains and will specify the size, kind and quality of all materials.
- (d) The corporation cock, curb cock, curb box, meter box, and the street service pipe from the street main to the curb cock will be furnished, installed and maintained by the Company, and shall remain under its sole control and jurisdiction.
- (e) The curb box or meter box will be set on a level with the grade of the sidewalk and shall be kept accessible at all times.
- (f) The Company reserves the right to determine the size of each connection to its mains, and the service installed therefrom.

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12. INSTALLATION OF SERVICE LINES (Cont.)

- (g) The Company will specify the size, kind and quality of the materials comprising the Customer's service pipe from the curb line to the place of consumption, but same shall be furnished, installed and maintained by the Customer at his own expense and risk.
- (h) The Customer's service pipe and all connections and fixtures attached thereto shall be subject to the inspection of the Company before the water will be turned on, and all premises receiving a supply of water and all service pipes, meters, and fixtures, including any and all fixtures within the said premises, shall at all reasonable hours be subject to inspection by any duly authorized employees of the Company.
- (i) The service pipe shall be laid below the frost line at all points and shall be placed on firm and continuous earth so as to give unyielding and permanent support, shall not be laid in driveways, nor pass through premises other than that to be supplied, and shall be installed in a trench at least two feet in a horizontal direction from any other trench wherein are laid gas pipe, sewer pipe, or other facilities, public or private.
- (j) The Customer shall install a stop and waste cock of a type approved by the Company on the service pipe immediately inside the foundation wall of the building supplied, and to be located so as to be easily accessible to the occupants and to provide proper drainage for all of the pipes in the building.
- (k) The property owner shall be required to lay his service pipe to the curb line at a point designated by the Manager or other authorized employee of the Company, after which the Company will install the service from the main to the curb line.
- (l) Where a street service connection is already laid to the curb line, the Customer shall connect with the service connection as laid.
- (T) (m) When a Customer service pipe is relocated at the Customer's request, or in instances where a Customer service pipe is required to be relocated due to roadway construction or other causes not within Company control and where no reimbursement is received from other sources, the Customer shall be responsible for the cost of such relocation.
- (n) No attachment to the service pipe or any branch therein shall be made between the meter and the street main.



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12. INSTALLATION OF SERVICE LINES (Cont.)

- (o) Each premise shall be supplied through an independent service pipe from a separate curb cock or meter box. If, however, in the opinion of the Company, this is not practicable or advisable, the service may be branched to supply more than one premises.
- (p) After the effective date hereof, water taken for the extinguishment of fire must be taken through a separate service pipe installed and used solely for fire fighting purposes.
- (q) Service pipes installed and owned by the property owner must be kept and maintained in good condition and free from all leaks, and for failure so to do, the water supply may be discontinued.
- (r) The Company shall in no event be liable for any damage done or inconvenience caused by reason of any break, leak or defect in, or by water escaping from service pipes or fixtures on the premises of the owner or Customer.
- (s) No plumber shall part with the possession of a key for turning on or off the water, except to an employee of the Company.
- (t) After testing any work, the plumber shall turn off the water from such premises, except where the work is a simple extension or additional fixture on a service then in use. Where water was found turned off previous to making alterations or repairs, plumbers shall not leave water turned on when work is completed.
- (u) No plumber or other person shall turn on water to any premises, whether supplied by old or new service, or allow any person in his employ to do so without written permission from the Company. Any violation of this rule shall subject plumber or any other person to prosecution by law.
- (v) In case of accidents to services, plumbers will be permitted to turn off the supply to such services, and notice shall be given the Company within twenty-four hours.

13. ASSIGNMENT OF SERVICES

In cases where service pipes have been installed by and at the expense of the property owner, the ownership and title to such service pipes,

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13. ASSIGNMENT OF SERVICES (Cont.)

(excepting those for "temporary use"), will be accepted by the Company when legally assigned and transferred to it upon a form provided therefor, and in consideration of the assignment and transfer thereof the Company will assume thereafter the responsibility of maintaining such service pipe. The assignment of title to service pipes will not be accepted by the Company if such service pipes are laid on premises other than that supplied, or if not laid at right angles with the water mains of the Company.

14. SERVICE DEPOSITS

- (T) (a) The Company may request a cash deposit or other suitable guarantee of any Customer or Applicant to secure the payment of bills as rendered. The amount of cash deposit shall be 1 1/3 times the estimated average water bill.
- (T) (b) Any Customer who has failed to pay all charges for service rendered within the specified payment period shall be deemed to have impaired his credit standing and may be required, upon five (5) days' written notice, to make a cash deposit as hereinbefore specified. Upon failure to make such cash deposit after ten (10) days' written notice for the premises supplied, service in the name of such Customer may be discontinued forthwith.
- (T) (c) The Customer's deposit must be kept intact, and the Company shall not be required to apply it to payment of current water bills or any other charge whatsoever; however, the deposit and any accumulated interest thereon may be applied to any unpaid final bill of such Customer.
- (T) (d) The Company will pay interest on all such unrefunded deposits at the rate of six per cent (6%) per annum. Interest will not be paid after discontinuance of service to the Customer if the Company has made reasonable effort to return the deposit to the Customer. Reasonable effort will have been made by the Company by mailing the deposit to the Customer at his last known address. Interest will accrue from date of deposit, and any interest accumulated, but not previously paid, will be payable upon return of the deposit. Accumulated interest will be paid not less than annually upon a Customer's request.
- (e) Service deposits may be refunded to the depositor at the Company's discretion.

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14. SERVICE DEPOSITS (Cont.)

(f) The Company will issue a certificate of deposit to every Customer from whom a deposit is received and will provide reasonable ways and means whereby a Customer shall not be deprived of the return of his deposit because he may be unable to produce the original certificate of deposit.

15. CUSTOMERS REQUIRING UNINTERRUPTED SUPPLY

(a) The Company will endeavor to give reasonable service but does not guarantee a sufficient or uniform pressure or an uninterrupted supply of water, and Customers are cautioned to provide sufficient storage of water where an absolutely uninterrupted supply must be assured, such as for steam boilers, domestic hot water systems, gas engines, etc.

(b) Fixtures or devices taking a supply of water directly from the service pipes, depending upon the hydraulic pressure of the pipe system of the Company for supplying same under working pressure, will do so at the risk of the parties making such attachments, as the Company will not be responsible for any accidents or damages to which such fixtures or devices are subject.

16. INTERCEPTING AND STORAGE TANKS

The inlet connection for such tanks shall discharge at a point no less than six inches above the overflow and shall be approved by the Company.

17. CHECK VALVES, FLUSH VALVES AND VACUUM BREAKERS

(a) Customers having boilers or hot water heating systems connected with mains of the Company must have a check valve in the supply pipe to the boilers and hot water heating systems, together with a relief valve at some point between the check valve and heating system. All Customers are hereby cautioned against danger of collapse of boilers, since it is sometimes necessary to shut off the supply of water without notice, and for this reason a vacuum valve should be installed in the steam line to prevent collapse in case the water supply is interrupted. The Company, however, will not be responsible for accidents or damages resulting from the imperfect action or failure of said valves.

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17. CHECK VALVES, FLUSH VALVES AND VACUUM BREAKERS (Cont.)

(b) Flush valve or direct flushing closets should not be installed in premises where the service pipe supplying such premises is connected to a main two inches or less in diameter. All flush valves shall be equipped with approved type vacuum breakers.

18. PLUMBING WORK MUST BE INSPECTED BY COMPANY

All plumbing work done in connection with pipe and fixtures connected with the Company's mains shall be submitted for the inspection of the Company before such underground work is covered up. Whenever the Company determines that a job of plumbing is obviously defective, although not in direct violation of these Rules and Regulations, the Company may insist upon its being corrected before the water will be turned on.

19. CROSS-CONNECTIONS

(a) Interconnections, as defined below, and any and all physical connections between the public water supply and any industrial, commercial or other water supply shall be discontinued regardless of whether or not such cross connections and interconnections are controlled by automatic devices, such as check-valves, or by hand operated mechanisms such as gate valves or stop cocks; and no physical connection shall be made or established except between public water supplies which are adequately treated and are under adequate laboratory control.

(1) Interconnection. An interconnection is a plumbing arrangement, other than a cross-connection, by which contamination might be admitted or drawn into the distribution system of the Company, or into lines connected therewith, which are used for the conveyance of potable water.

(b) If a public water supply is used as a secondary supply delivered either to an elevated tank or suction tank supplied with water from a source or system with which physical connections are not permitted by this regulation, such tank or tanks shall be open to atmospheric pressure, and the water from the public water supply system shall be discharged into the tank at an elevation above the overflow level of the tank or tanks, and the tank overflow shall be of adequate size to fix definitely the maximum overflow level.

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19. CROSS-CONNECTIONS (Cont.)

(c) The making, causing or permitting of the installation or existence of an interconnection or cross-connection in violation of these rules shall constitute a violation of the Rules and Regulations of the Company, and such prohibited connection shall be removed forthwith in a manner acceptable to the Company and to the State Commissioner of Health, or the duly constituted State Health Officer and plumbing inspectors. Failure to do so within two days from and after date of notification by the Company may result in discontinuance of water service.

20. METERS

- (a) Water will be sold by meter measurement only, except that Customers having special connections and receiving service under an "Application for Special Connection" shall pay for such service in accordance with the schedule of rates established therefor.
- (b) All meters, except detector devices and/or fire service line meters, will be installed, maintained and renewed by and at the expense of the Company, but in case of damage to such meters by reason of any act, neglect or omission on the part of the Customer (such as damages occasioned by fire, hot water, accident or misuse) the Customer shall pay to the Company the cost of its repair on presentation of bill therefor.
- (c) The Company reserves the right to determine the kind and size of meter that shall be placed on any service pipe, and such meters will be furnished, installed and removed by the Company alone, and shall remain its property.
- (d) After the effective date hereof, each premises shall be supplied through an independent meter setting. In existing installations, however, where two or more premises are supplied through a single meter, the minimum charge set forth in the schedule of rates will be made for each premises supplied.
- (e) When, after the effective date hereof, more than one meter setting is installed upon a Customer's premises at the request of the Customer or due to conditions existing upon the premises of the

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20. METERS (Cont.)

(e) Continued.....

Customer, then each meter setting shall be treated separately as if it belonged to a separate Customer, and the registrations of such meters shall not be combined.

(f) All meters are accurately tested before installation and are also periodically tested in accordance with the Public Service Commission's regulations. The Company may at any time remove any meter for periodic tests or for repairs or replacement and may, at its option and expense, test any meter when the Company has reason to believe that it is registering inaccurately.

(T)(N) (g) The Company shall make a test of the accuracy of any meter upon written request of the Customer, and in his presence, provided the Customer does not request such test more frequently than once in twelve months. If a customer should request a test more frequently than once in twelve months, charge shall be made for the cost of making the test, if set forth in the Company's schedule of rates and charges. Should the said meter be found, upon said test, to be more than two percent incorrect to the prejudice of the Customer, the fee so charged shall be returned to the complainant.

(h) A test will be made of a Customer's meter by an Engineer employed by the Commission, upon a formal application to the Commission, for which a fee will be charged by the Commission. This fee paid by the Customer shall be retained by the Commission; however, if the test shows the meter to be more than two percent (2%) fast, then the amount of the fee paid by the Customer shall be refunded to said Customer.

(i) The Company reserves the right to put seals on any water meter, or on its couplings in and for any premises, and may shut off the supply if such seals are found broken or removed.

(j) When any meter has once been placed, any change in location directed by the Customer will be done by the Company, but at the expense of the Customer.

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21. ACCURACY REQUIREMENTS OF WATER METERS

- (a) General. All meters used for measuring the quantity of water delivered to a Customer shall be in good mechanical condition and shall be adequate in size and design for the type of service which they measure.
- (b) Repaired Meters. All meters removed from service for repairs or test in accordance with this regulation, shall be tested as specified herein prior to being placed in service.
- (c) Determination of Accuracy. Meters shall be tested at the minimum test flow and at least two test flows in the normal test flow limits, one of which shall be not less than 75% of the rated maximum capacity of the meter and the other shall be at approximately 25% of the rated maximum capacity. No new meter shall be placed in service if it registers less than 95% of the water passed through it at the minimum test flow or over registers or under registers more than 1 1/2% in the normal test flow limits. No repaired or reconditioned meter shall be placed in service if it registers less than 80% of the water passed through it at the minimum test flow or over registers or under registers more than 1 1/2% in the normal test flow limits.
- (d) As Found Tests. All meters tested in accordance with the rules for periodic, request or complaint tests, shall be tested in the condition as found in the Customer's service prior to any alteration or adjustment in order to determine the average meter error. This test shall consist of two rates of flow in the normal test flow range for that type of meter and the average meter error shall be the algebraic average of the errors of the two tests.

22. BILL ADJUSTMENT

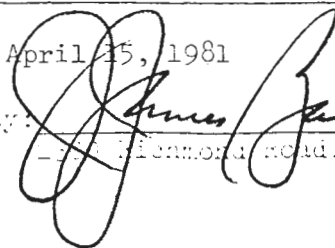
- (a) Whenever a meter in service is found upon periodic request or complaint test to be more than two percent (2%) fast, additional tests shall be made at once to determine the average error of the meter. Said tests shall be made in accordance with the Commission's regulation applicable to the type of meter involved.
- (b) Determination of Meter Error for Bill Adjustment Purposes. When upon periodic request or complaint test, a meter is found to be in error in excess of the limits allowed by the Commission's

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22. BILL ADJUSTMENT (Cont.)

(b) Continued.....

regulations, three additional tests shall be made; one at 75% of rated maximum capacity; one at 50% of rated maximum capacity; one at 25% of the rated maximum capacity. The average meter error shall be the algebraic average of the errors of the three tests.

(c) If the result of tests on a Customer's meter shows an average error greater than two percent (2%) fast, then 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.

In the event the period during which the meter error existed is unknown, 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 case to exceed twelve (12) months. (See exception in Section f of this rule).

(d) If the result of tests on a Customer's meter shows an average error greater than two percent (2%) slow, then the Customer's bill for the period during which the meter error is known to have existed, may be recomputed and the account adjusted on the basis of the test.

In the event the period during which the meter error existed is unknown, then the Customer's bill may be recomputed for one-half (1/2) of the elapsed time since the last previous test but in no case to exceed twelve (12) months.

(e) It shall be understood that when a meter is found to have an error in excess of two percent (2%) fast or slow the figure for calculating the amount of refund or the amount to be collected by the utility shall be that percentage of error as determined by the test; i.e., it is the duty of the utility to maintain the accuracy of its measuring device as nearly 100% as is commercially practicable. Therefore, percent error shall be that difference as between 100% and that amount of error as is indicated by the test.

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22. BILL ADJUSTMENT (Cont.)

(f) The burden of maintaining measuring equipment so that it will register accurately is upon the utility; therefore, if meters are found upon test to register fast and if time for periodic test has overrun to the extent that one-half (1/2) of the time elapsed since the last previous test exceeds twelve months, the refund shall be for the twelve (12) months as specified in Section c of this rule and in addition thereto, a like refund for those months exceeding the periodic test period; provided, however, that the Commission may relieve the utility from this requirement in any particular case in which it is shown that the failure to make the periodic test was due to causes beyond the utility's control.

23. TERMS AND CONDITIONS OF BILLING AND OF PAYMENT

(a) Private fire service charges shall be payable monthly in advance, except that charges made to governmental agencies shall be payable monthly in arrears.

(b) Public fire service charges shall be payable monthly in arrears.

(c) Bills for water service by meter will be rendered for monthly or quarterly periods at the option of the Company, and ending at such dates as may be determined by the Company.

(T) (d) Bills for private fire hydrants shall be payable quarterly in advance, except that the charges for private fire hydrant service outside of Lexington city limits (other than for industries, state or county institutions) shall be payable as set forth in Rule 7.

(e) Special charges shall be payable upon demand.

(T) (f) All bills for water and service are due and payable at the office of the Company or at a designated branch collecting agency when rendered, and are considered delinquent if not paid within ten days thereafter. Failure to pay will render the Customer subject to discontinuance of service and subject to charge for disconnecting and reconnecting service. If any bill for water service is not paid within ten days following the submission thereof, the service may be discontinued in accordance with Rule 8, Discontinuance of Water Service.

(g) Customers are responsible for furnishing the Company with their correct addresses. Failure to receive bills will not be considered an excuse for non-payment nor permit an extension of the date when the account would be considered delinquent.

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23. TERMS AND CONDITIONS OF BILLING AND OF PAYMENT (Cont.)

- (h) All bills will be sent to the address entered in the application unless the Company is notified in writing by the Customer of any change of address.
- (i) The Company will not be bound by bills rendered under mistake of fact as to the quantity of service rendered.
- (j) The use of water by the same Customer in different premises or localities will not be combined, and each installation shall stand by itself.
- (k) If for any reason service is discontinued before the expiration of one (1) month from commencement of service, a bill for at least the minimum charge for one (1) month will be rendered.

24. OWNERSHIP OF PROPERTY

All pipe, fittings, equipment, meters or other appliances between the Company's distributing mains and the curb line of the Customer, and any meters and equipment appurtenant thereto that may be inside the Customer's curb line, when installed at the expense of the Company, shall at all times be and remain the property of the Company and may at any time during reasonable hours be removed by it upon the discontinuance of service.

25. EXTENSION OF MAINS

In the matter of extension of facilities, the following rules shall apply:

(a) Free Extensions

I. Public Fire Service

- (A) In the event that the City of Lexington, by ordinance of its Commission, shall order the installation of additional fire hydrants on existing mains having an internal diameter of six inches or larger, the Company will install such hydrants at its own cost and expense, provided that such mains are of adequate capacity to provide the required fire flows.

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25. EXTENSION OF MAINS (Cont.)

(B) Where pipe line installations are required to carry out an order of the City of Lexington to install fire hydrants, or where existing mains, in the opinion of the Company, are inadequate to provide required fire flows to such hydrants, and the City orders by public ordinance the installation of a water main of adequate size to provide such flows to the hydrant or hydrants so ordered, the Company will install such mains and hydrants at its own cost and expense, provided that the estimated cost of the extension does not exceed the estimated total revenue for a period of three (3) years from such hydrant or hydrants and from prospective Customers who will connect to such main within thirty (30) days after the date that water is turned into the main; and provided, further, that there is delivered to the Company a written guarantee by a financially responsible person or firm that such prospective Customers will take water service at their premises within thirty (30) days after the date that water is turned into the main.

II. General Water Service Other than in New Subdivisions

The Company will, upon written request for service by a prospective Customer of a group of prospective Customers located in the same neighborhood, make free of charge an extension necessary to give service, when the estimated total revenue, for a period of three (3) years, from the prospective Customer or Customers is approximately equal to the cost of the extension; provided that the prospects are that the patronage or demand will be of such permanency as to warrant the capital expenditure involved.

(b) Extension Above Free Limit

I. Public Fire Service

If the estimated cost of the proposed extension and hydrants required in order to furnish fire service exceeds three (3) times the Company's estimate of immediate annual revenue, as specified in (a) I above, such extensions will be made under the following conditions: the Company may require a deposit in the amount by which the cost of the extension, including the cost of hydrants which might be connected thereto, exceeds three (3) times the annual revenue estimated to be received therefrom.

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25. EXTENSION OF MAINS (Cont.)

I. Public Fire Service - Continued.....

from the hydrant and prospective Customers and will, in such case, for each additional Customer directly connected to the extension between its original beginning and original terminus with a period of ten (10) years from the making of such extension, refund an amount equal to three (3) times the estimated annual revenue of the new Customer, but at no time shall the aggregate refund made exceed the original deposit.

II. General Water Service Other Than in New Subdivisions

If the extension required in order to furnish general water service at any point within the corporate limits of the municipality or for any adjacent suburb of the municipality is greater than the free extension specified herein, such an extension will be made under the following conditions: the Company may require a deposit of the cost of the extension above the free limit and will, in such case, for each additional Customer directly connected to the extension between its original beginning and original terminus within a period of ten (10) years from the making of such extension, refund an amount equal to three times the estimated annual revenue of the new Customer, but at no time shall the aggregate refund made to any Customer exceed the original deposit of such Customer.

- (c) In estimating the cost of an extension, the estimate shall be based on the diameter of the pipe to be used, provided, however, the estimated cost to the Customer or Customers shall not be based on a pipe diameter in excess of eight (8) inches, unless actual consumption estimated for the proposed Customer or Customers requires a larger pipe.
- (T) (d) No interest will be paid by the Company on the Applicant's payment or on any unrefunded balances. At the expiration of said ten-year period, the refund account will be closed, and no further refunds will be made.
- (C) (e) Provisions of Rule 25 (a) II and (b) II shall not operate to reduce the free extension or refund amount below that applicable to fifty (50) feet of main per Customer. A prospective Customer is one who will connect to such main extension within thirty (30) days after the date the water is turned into the main; provided further, that there is delivered to the Company a written guarantee by a financially responsible person or firm that such prospective Customer will take water service within the aforementioned thirty (30) day period.
- (f) Extensions made under this rule shall be and remain the property of the Company.

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25. EXTENSION OF MAINS (Cont.)

- (g) The Company reserves the right to further extend its water mains from and beyond the terminus of each water main extension made under this rule. The Applicant or the Applicant's agent paying for an extension shall not be entitled to any refund for the attaching of Customers to any further extension or branch mains so installed.
- (h) In determining the length of main extensions or of pipe lines to be installed, the main shall be extended to fully cover the frontage of the property, and if the last lot to be served is a corner lot or a lot immediately adjacent to a corner lot, the terminal point of the extension made hereunder shall be located so that the main laid hereunder ties in with the existing main located in the intersecting street; and further provided, that if there is no main located in the intersecting street, the terminal point of the extension made hereunder shall be located at the nearest street line of the intersecting street.
- (i) Before water lines will be laid hereunder in any new subdivision, it is understood and agreed that the road surface shall be brought to the established sub-grade; and the developer or builder of such new subdivision shall furnish the Company with a right-of-way agreement suitable in form to the Company, unless the streets of the new subdivision have been dedicated to the public use.

26. MAIN EXTENSIONS, NEW SUBDIVISIONS:

(a) Definitions:

- (1) The term "new subdivision" as used herein shall mean any new subdivision of residential and/or commercial lots for which a preliminary or final plat has been approved by the Lexington-Fayette County Planning and Zoning Commission, and in which the owner thereof has the right, under the rules of said Commission, to construct streets, sidewalks, curbs and other improvements.
- (2) The term "lot" as used herein shall mean any plot of ground laid out for building purposes, the front footage of which does not exceed one hundred feet. Should the frontage of any plot exceed one hundred feet, it shall, for the purposes of this Rule be considered as a single lot, if the average frontage of all lots in the subdivision does not exceed one hundred feet. If the average frontage of all lots in the subdivision does exceed one

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 by *B Jones*  
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Date of Issue: April 25, 1981

Effective Date: May 1, 1967

Issued by: *[Signature]* J. James Barr, President  
 400 Commonwealth Road, Lexington, Kentucky

CH-83



26. MAIN EXTENSIONS, NEW SUBDIVISIONS (Cont.)

(2) Continued.....

hundred feet, the total number of lots in the subdivision shall be determined by dividing the total front footage of all the lots in the subdivision by one hundred feet.

(3) The term "on site facilities" as used herein shall include only those water mains and related facilities, if any, to be installed by Company and located within the boundaries of the new subdivision or part thereof as said boundaries are depicted on the preliminary (or final, if applicable) plat of such subdivision or part thereof approved by the Lexington-Fayette County Planning and Zoning Commission.

(4) The term "off site facilities" as used herein shall include all water mains and related facilities, if any, to be installed by Company and located outside of the boundaries of said new subdivision as said boundaries are depicted on the preliminary (or final, if applicable) plat of said subdivision as approved by said Commission, in order to deliver an adequate supply of water from existing mains of Company to such new subdivision.

(5) The term "current estimated cost" as used herein shall mean that sum determined by Company as the current cost of installing one foot of water main, together with that sum determined by Company as the current cost of installing each type of appurtenant related facility. During the first quarter of each year, Company will determine from its records its actual average cost per foot, during the preceding calendar year, of construction and installation of all sizes and grades of water mains for which the construction projects have been completed during such calendar year, together with its average cost during such calendar year of installing each type and size of related facility for which construction has been completed during such year. Such average cost per foot and such average cost per appurtenant facility shall be deemed to be the "current estimated cost" for such mains and facilities during the twelve month period immediately following such determinations, it being contemplated that the current estimated cost will be revised annually in order to keep same as current as practicable.

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1111 Glenmont Road, Lexington, Kentucky

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26. MAIN EXTENSIONS, NEW SUBDIVISIONS (Cont.)

(b) When an extension of Company's water distribution system into any new subdivision or part thereof as defined herein is requested by the owner of such subdivision, such extension will be made under the terms of a "New Subdivision Extension Deposit Agreement for Off Site Facilities" as hereinafter set forth in Rule No. 27, and/or a "New Subdivision Extension Deposit Agreement for On Site Facilities" as hereinafter set forth in Rule No.28, which Agreements shall be entered into upon the following basis:

- (1) Company shall have the exclusive right to determine the type, location and size of mains to be installed and of the related facilities required to render adequate service.
- (2) The owner of the new subdivision may elect to develop it in sections or units and to have main extensions made into such sections or units from time to time as the same are ready for development and may elect further to have the entire subdivision considered as a whole for the purpose of making deposits and receiving refunds for off site facilities under Company Rules 26-27. In such event, owners shall furnish Company with preliminary or final plats of the whole subdivision, together with preliminary or final plats of the unit or units thereof to be initially developed, such plats to be approved as hereinafter provided, such plats to be so furnished prior to the making of any extensions into said new Subdivision. As subsequent units of said subdivision are thereafter developed, preliminary or final plats so approved thereof shall be furnished to Company as hereinafter provided.

Upon delivery to Company by the owner of such subdivision of five (5) copies of a preliminary or final plat of the subdivision or units thereof, duly approved by the Lexington-Fayette County Planning and Zoning Commission, which plats shall depict the location and grade of all streets, sidewalks, building plots, building lines and utility easements contained therein, together with evidence of the owner's authority to construct streets, sidewalks, curbs and other improvements therein, Company shall prepare appropriate plans and specifications for the installation of necessary mains and related facilities to render adequate service therein, including where applicable, such off site facilities as are deemed necessary.

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100 Commonwealth Blvd., Lexington, Kentucky

*C 4-83*

26. MAIN EXTENSIONS, NEW SUBDIVISIONS (Cont.)

(2) Continued.....

Separate Extension Deposit Agreements, in the form provided in Rules 27 and 28, shall be entered into by the subdivider and Company for off site facilities and for each separate unit in which on site facilities are requested, provided, moreover, that the ten (10) year refund period applicable in such agreements shall apply separately to each such transaction.

(3) When plans and specifications for installation of such mains and related facilities are completed, Company shall determine the "presumed cost" of construction and installation of such mains and related facilities which presumed cost shall be the aggregate of (1) the total number of feet of each size and grade of main required in such construction multiplied, respectively, by Company's current estimated cost for each such size and grade of main, and (2) the total cost of installation of all related facilities required in such construction as determined by Company's current estimated cost for each of such facilities. In absence of actual cost data upon which to prepare a current estimated cost for any particular required related facility or size and grade of main, the "presumed cost" thereof shall be the best estimate of Company with respect to the cost of such mains or related facilities based on available information with respect to same. In making such determinations of presumed cost of construction, Company shall separately compute the cost of installation and construction of on site mains and facilities required and the cost of off site mains and facilities required.

(4) When such determination of presumed cost of on site mains and facilities and presumed cost of off site mains and facilities required has been completed, the sums to be deposited by the owner of such subdivision with Company under the terms of the "New Subdivision Extension Deposit Agreement for On Site Facilities" and the "New Subdivision Extension Deposit Agreement for Off Site Facilities" if applicable, shall be determined by Company and shall be (1) the total presumed cost of all on site mains and related facilities of the new subdivision or any part thereof to be constructed as determined as herein provided,

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275 Richmond Road, Lexington, Kentucky

*C4-83*



26. MAIN EXTENSIONS NEW SUBDIVISIONS (Cont.)

(4) Continued.....

and (2) (a) the presumed cost of ten (10) feet of off side mains and facilities multiplied by the total number of building plots shown on and included within the whole of said new subdivision or (2) (b) the presumed cost of all required off site facilities, whichever be the smaller sum. The presumed cost per foot of off site mains and facilities as used in this computation shall be determined by dividing the total presumed cost of all off site mains and related facilities by the total footage of such off site mains. In the event it is necessary to construct off site mains for a distance in feet greater than ten (10) times the number of building plots included within the whole of said subdivision as depicted on the submitted plat thereof, such excess off site extension will not be made under the "New Subdivision Extension Deposit Agreement for Off Site Facilities", but shall be made under an Extension Deposit Agreement as provided in Section 25 of these Rules and Regulations.

(5) For each premises served for which a street service connection shall be directly attached to such main extension between its original beginning and original terminus, excluding connections to further extensions or branches thereof, and crediting no more than one such service connection per building plot, Company shall refund to the owner of such subdivision under terms and provisions of New Subdivision Extension Deposit Agreements separately executed each for on site and off site improvements, amounts determined as follows:

(A) For on site facilities, the quotient obtained by dividing the total presumed cost of all on site mains and related facilities, determined as provided in Section b (4) above for that part of the new subdivision then to be developed, by the total number of lots, determined as provided in Section a (2) herein, which will be served by the on site facilities then to be developed and as shown on the preliminary or final plat of the part of the subdivision to be developed.

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1000 Richmond Road, Lexington, Kentucky

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26. MAIN EXTENSIONS, NEW SUBDIVISIONS (Cont.)

(B) For off site facilities, the quotient obtained by dividing the deposit for off site facilities, determined as provided in Section b (4) above, by the total number of building plots shown on and included within the whole of said subdivision and shown on the preliminary or final plat of the whole subdivision delivered to Company as provided in Section b(2) above.

(6) The owner of such subdivision, in consideration of an accelerated development of said subdivision to be obtained through Company's proceeding, on the basis of a preliminary plat, with its plans and specifications and, at Company's option, with construction of its mains and facilities, shall, as a part of the New Subdivision Extension Deposit Agreements for both Off Site and On Site Facilities, warrant to Company that the location and grade of streets, curbs, sidewalks, building plots, building lines and utility easements as depicted on said preliminary plat will not be altered or changed in any respect in the final plat of said subdivision or part thereof, as finally approved by the Lexington-Fayette County Planning and Zoning Commission and recorded in the Office of the Clerk of the Fayette County Court. In the event the location or grade of streets, sidewalks, curbs, building plots, building lines or utility easements be altered, amended or changed in the final plat or in an amended plat of said subdivision or part thereof as approved by said Commission or as recorded in the Office of said Clerk, whether such changes are made with or without the consent of said subdivider, and in event such alteration, amendment or change requires, in the sole judgment of Company, the relocation, removal, replacement, reconstruction, change in site or additions to the mains and related facilities, the subdivider shall indemnify and hold harmless Company of and from any and all damages and costs of such removal, replacement, relocation, reconstruction and any and all other expenses or costs resulting to Company because of the change of location or grade of streets, curbs, sidewalks, lots, building lines or utility easements in said subdivision or part thereof.

(c) This rule shall be effective as of January 1, 1966. Company shall upon written request of any owner of a new subdivision, with whom

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2300 Monument Road, Lexington, Kentucky

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26. MAIN EXTENSIONS, NEW SUBDIVISIONS (Cont.)

(c) Continued.....

A contract has been entered into under Rule 25 after January 1, 1966, made within thirty (30) days after effective date of these rules, re-execute such agreements under terms of Rules 26, 27 and 28.

27. FORM OF NEW SUBDIVISION EXTENSION DEPOSIT AGREEMENT FOR OFF SITE FACILITIES

(T) THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, by and between KENTUCKY-AMERICAN WATER COMPANY, a Kentucky corporation, having its office at 2300 Richmond Road, Lexington, Kentucky, hereinafter called the "COMPANY," and \_\_\_\_\_, hereinafter called the "SUBDIVIDER,"

W I T N E S S E T H:

THAT, WHEREAS, the SUBDIVIDER is the present owner of a certain tract of land located within the service area of COMPANY, which tract is now being developed by SUBDIVIDER as a new subdivision (hereinafter sometimes called the "subdivision"), and

WHEREAS, the Lexington-Fayette County Planning and Zoning Commission has heretofore approved a preliminary or final plat of said proposed subdivision, upon which plat the location and grade of streets, curbs, sidewalks, building plots, building lines and utility easements are depicted, a copy of which plat is annexed hereto and made a part hereof, marked Exhibit "B" for identification, and

WHEREAS, the SUBDIVIDER desires the extension of the off site water mains and facilities of COMPANY to said subdivision as hereinafter described.

NOW, THEREFORE, in consideration of the premises and the mutual covenants of the parties hereto as hereinafter set forth, it is hereby agreed by and between the parties hereto as follows, to-wit:

FIRST: The COMPANY contracts and agrees to lay the water main(s) and other related facilities, if any, as shown in red on the drawing attached hereto and made a part hereof, marked Exhibit "A" for identification, which main(s) and facilities, if any, are described and located as follows:

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Date of Issue: April 15, 1981

Effective Date: May 1, 1967

Issued By: *[Signature]* J. James Barr, President  
2300 Richmond Road, Lexington, Kentucky

*C4-83*



27. FORM OF NEW SUBDIVISION EXTENSION DEPOSIT AGREEMENT FOR OFF SITE FACILITIES (Cont.)

SECOND: It is expressly understood and agreed that if COMPANY shall be delayed or prevented from installing the water main(s) and other related facilities, if any, hereinabove described because of its failure to secure pipe or other construction materials, or for any other cause beyond its control, such failure or delay in performance shall be excused; provided, however, if such failure or delay in performance shall extend for a period of more than ninety (90) days from receipt of deposit, SUBDIVIDER shall have the right to cancel and terminate this agreement on thirty (30) days' written notice to the COMPANY, and thereafter both parties shall be relieved of all duties and obligations arising hereunder. But this right to cancel and terminate by SUBDIVIDER shall not be invoked if COMPANY has received the construction material and SUBDIVIDER has made the deposit as hereinafter required, in which event COMPANY shall have the obligation to prosecute the work diligently to its completion.

THIRD: The SUBDIVIDER hereby agrees to deposit with COMPANY, upon notice from COMPANY that it is prepared and able to go forward with the work provided in Paragraph FIRST hereof, the sum of \_\_\_\_\_ (\$ \_\_\_\_\_) Dollars, which sum is the presumed cost of installation of said off site main(s) and related facilities, if any, as determined under Section b (4) of Rule 26 of COMPANY'S Rules and Regulations. No adjustment in deposit will be made, either by way of adding to or reducing the deposit required hereunder, because of a variance between the presumed cost mentioned herein and the actual cost of installation of such main(s) and related facilities, if any.

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Date of Issue: April 15, 1981

Effective Date: May 1, 1967

Issued By: *J. James Barr* J. James Barr, President  
100 Richmond Road, Lexington, Kentucky

*C4-83*

27. FORM OF NEW SUBDIVISION EXTENSION DEPOSIT AGREEMENT FOR OFF SITE FACILITIES (Cont.)

FOURTH: SUBDIVIDER represents to and covenants with COMPANY that the number of residential and/or commercial building plots to be developed within the whole of said subdivision, as shown on the plat attached hereto as Exhibit "B", being a total of \_\_\_\_\_ (\_\_\_\_\_) building plots, will not be decreased in the final plats of said subdivision as the same are hereafter recorded in the office of the Clerk of the Fayette County Court. Upon such representation and covenant, COMPANY hereby agrees to refund to SUBDIVIDER during the period of ten (10) years from actual date of deposit, an amount equal to \_\_\_\_\_ of the total deposit made by SUBDIVIDER under the terms of Paragraph THIRD above, being the sum of \_\_\_\_\_ (\$\_\_\_\_\_) Dollars for each premises served within said subdivision (as said subdivision is depicted on the plat attached hereto and marked Exhibit "B" for identification) for which a street service connection shall be directly attached to the mains constructed on the site of such subdivision between their original beginnings and original termini (not including, however, connections to further extensions or branches thereof and being limited to one such service connection per building plot) and for which a bona fide residential or commercial customer has executed a service contract with COMPANY, provided, however, that the total amount returned shall not exceed the original deposit, without interest, and that all or any part of the deposit not refunded within said ten (10) year period shall become the property of COMPANY.

FIFTH: The SUBDIVIDER may request refunds under Paragraph FOURTH, once in each calendar quarter, furnishing the COMPANY, at such time a listing of premises claimed to be additional premises; however, failure on the part of the SUBDIVIDER to make such request shall not constitute a waiver of any rights hereunder to relieve the COMPANY of the obligation to make refunds with reasonable promptness.

SIXTH: SUBDIVIDER will furnish to COMPANY immediately upon recordation thereof in the office of the Clerk of the Fayette County Court five (5) copies of the final plat of said subdivision or units thereof as approved by the Lexington-Fayette County Planning and Zoning Commission.

SEVENTH: The ownership of the water main(s) laid hereunder shall at all times be in the COMPANY, its successors and assigns.

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RATES AND TARIFFS

Date of Issue: April 15, 1981

Effective Date: May 1, 1967

Issued By: J. James Barr J. James Barr, President  
195 Richmond Road, Lexington, Kentucky

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27. FORM OF NEW SUBDIVISION EXTENSION DEPOSIT AGREEMENT FOR OFF SITE FACILITIES (Cont.)

EIGHTH: This agreement shall be valid and binding on the COMPANY only when executed by its President or a Vice President.

NINTH: This agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the respective parties.

(T) TENTH: Any notice given hereunder shall be deemed sufficient if in writing and sent by registered mail to COMPANY at 2300 Richmond Road, Lexington, Kentucky, and to SUBDIVIDER at \_\_\_\_\_  
(address of SUBDIVIDER)

ELEVENTH: This agreement is entered into pursuant to the legally established Rules and Regulations of the Company and the words, phrases and terms hereof are to be understood and interpreted in conformity with said Rules and Regulations which are hereby incorporated herein by reference.

Executed by the parties hereto in triplicate this the day and year first above written.

(T) WITNESSED: KENTUCKY-AMERICAN WATER COMPANY

\_\_\_\_\_  
By \_\_\_\_\_  
Vice President

WITNESSED:  
\_\_\_\_\_  
\_\_\_\_\_

28. FORM OF NEW SUBDIVISION EXTENSION DEPOSIT AGREEMENT FOR ON SITE FACILITIES:

(T) THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, by and between KENTUCKY-AMERICAN WATER COMPANY, a Kentucky corporation, having its office at 2300 Richmond Road, Lexington, Kentucky, hereinafter called the "COMPANY," and \_\_\_\_\_ hereinafter called the "SUBDIVIDER,"

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Date of Issue: April 15, 1981

Effective Date: May 1, 1967

Issued By: *J. James Barr* J. James Barr, President  
2300 Richmond Road, Lexington, Kentucky

*C4-83*



28. FORM OF NEW SUBDIVISION EXTENSION DEPOSIT AGREEMENT FOR ON SITE FACILITIES (Cont.)

W I T N E S S E T H :

THAT, WHEREAS, the SUBDIVIDER is the present owner of a certain tract of land located within the service area of COMPANY, which tract is now being developed by SUBDIVIDER as a new subdivision or unit thereof (hereinafter called the subdivision), and

WHEREAS, the Lexington-Fayette County Planning and Zoning Commission has heretofore approved a preliminary or final plat of said proposed subdivision, upon which plat the location and grade of streets, curbs, sidewalks, building plots, building lines and utility easements are depicted, a copy of which plat is annexed hereto and made a part hereof, marked Exhibit "A" for identification, and

WHEREAS, the SUBDIVIDER desires the extension of the water mains and facilities of COMPANY on the site of said subdivision as hereinafter described,

NOW, THEREFORE, in consideration of the premises and the mutual covenants of the parties hereto as hereinafter set forth, it is hereby agreed by and between the parties hereto as follows, to-wit:

FIRST: The COMPANY contracts and agrees to lay the water main(s) and other related facilities, if any, as shown in red on the plat attached hereto and made a part hereof, marked Exhibit "A" for identification, which mains(s) and facilities, if any, are described and located as follows:

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by B Jones  
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Date of Issue: April 15, 1981

Effective Date: May 1, 1967

Issued By: [Signature] J. James Barr, President  
150 Commonwealth Road, Lexington, Kentucky

C4-83

28. FORM OF NEW SUBDIVISION EXTENSION DEPOSIT AGREEMENT FOR ON SITE FACILITIES (Cont.)

SECOND: It is expressly understood and agreed that if COMPANY shall be delayed or prevented from installing the water main(s) and other related facilities, if any, hereinabove described because of its failure to secure pipe or other construction materials, or for any other causes beyond its control, such failure or delay in performance shall be excused; provided, however, if such failure or delay in performance shall extend for a period of more than ninety (90) days from date of deposit, SUBDIVIDER shall have the right to cancel and terminate this agreement on thirty (30) days' written notice to the COMPANY, and thereafter both parties shall be relieved of all duties and obligations arising hereunder. But this right to cancel and terminate by SUBDIVIDER shall not be invoked if COMPANY has received the construction material and SUBDIVIDER has made the deposit as hereinafter required, in which event COMPANY shall have the obligation to prosecute the work diligently to its completion.

THIRD: The SUBDIVIDER hereby agrees to deposit with COMPANY, upon notice from COMPANY that it is prepared and able to go forward with the work provided in Paragraph FIRST hereof, the sum of \_\_\_\_\_ (\$ \_\_\_\_\_) Dollars, which sum is the presumed cost of installation of said on site main(s) and related facilities, if any, as determined under Section b (4) of Rule 26 of COMPANY'S Rules and Regulations. No adjustment in deposit will be made, either by way of adding to or reducing the deposit required hereunder, because of a variance between the presumed cost mentioned herein and the actual cost of installation of such main(s) and related facilities, if any.

FOURTH: SUBDIVIDER represents to and covenants with COMPANY that the number of residential and/or commercial building plots to be developed within said subdivision, as shown on the plat attached hereto as Exhibit "A", being a total of \_\_\_\_\_ (\_\_\_\_\_) building plots, which, according to Section a (2) of Rule 26 of Company's Rules and Regulations is equal to \_\_\_\_\_ (\_\_\_\_\_) lots, will not be decreased in the final plat of said subdivision as the same is hereafter recorded in the office of the Clerk of the Fayette County Court. Upon such representation and covenant, COMPANY hereby agrees to refund to SUBDIVIDER during the period of ten (10) years from actual date of deposit, an amount equal to \_\_\_\_\_ of the total deposit made by SUBDIVIDER under the terms of Paragraph THIRD above, being the sum of \_\_\_\_\_ (\$ \_\_\_\_\_) Dollars, for each premises served within said subdivision (as said

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2300 Richmond Road, Lexington, Kentucky

*C4-83*



28. FORM OF NEW SUBDIVISION EXTENSION DEPOSIT AGREEMENT FOR ON SITE FACILITIES (Cont.)

FOURTH: - Continued.....

subdivision is depicted on Exhibit "A" attached hereto) for which a street service connection shall be directly attached to the main extension herein provided between its original beginning and original terminus (not including, however, connections to further extensions or branches thereof, and being limited to one such service connection per building plot) and for which a bona fide residential or commercial customer has executed a service contract with COMPANY, provided, however, that the total amount returned shall not exceed the original deposit, without interest, and that all or any part of the deposit not refunded within said ten (10) year period shall become the property of COMPANY.

FIFTH: The SUBDIVIDER may request refunds under Paragraph FOURTH, once in each calendar quarter, furnishing the COMPANY, at such time, a listing of premises claimed to be additional premises; however, failure on the part of the SUBDIVIDER to make such request shall not constitute a waiver of any rights hereunder or relieve COMPANY of the obligation to make refunds with reasonable promptness.

SIXTH: As a material consideration for COMPANY'S agreement to design and construct all or some portion of the main(s) and related facilities, if any, described on Exhibit "A" and in Paragraph FIRST hereof on the basis of a preliminary plat of said subdivision, without withholding or delaying such action until a final plat thereof has been approved by the Planning and Zoning Commission and recorded in the office of the Clerk of the Fayette County Court, SUBDIVIDER represents to COMPANY and covenants with COMPANY that the location and grade of streets, sidewalks, curbs, building plots, building lines and utility easements as depicted on the preliminary plat attached hereto as Exhibit "A" will not be altered or changed in any respect in the final plat of said subdivision, as finally approved by the Lexington-Fayette County Planning and Zoning Commission and as recorded in the office of the Clerk of the Fayette County Court. In the event the location or grade of streets, sidewalks, curbs, building plots, building lines or utility easements be altered, amended or changed in the final plat or in an amended plat of said subdivision as approved by said Commission or as recorded in the office of said Clerk, whether such changes are made with or without the consent of SUBDIVIDER, or in the event a final plat is not approved on

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2001 Lexington Road, Lexington, Kentucky

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28. FORM OF NEW SUBDIVISION EXTENSION DEPOSIT AGREEMENT FOR ON SITE FACILITIES (Cont.)

SIXTH: Continued.....

recorded, and in event such alteration, amendment, change, failure of approval or of recording requires, in the sole judgment of COMPANY, the relocation, removal, replacement, reconstruction, change in size or addition to the main(s) and related facilities to be constructed by COMPANY pursuant to this Agreement, SUBDIVIDER will immediately, upon demand from COMPANY, pay to COMPANY the actual cost to COMPANY of making such relocations, removals, replacements, changes in sizes and additions to such main(s) and related facilities, if any, so required in the sole judgment of COMPANY, as a result of such changes in location or grade of streets, sidewalks, curbs, building plots, building lines or utility easements. No part of the sums payable to COMPANY by SUBDIVIDER under the terms and provisions of this Paragraph SIXTH shall be subject to refund to SUBDIVIDER. In event SUBDIVIDER fails to pay to COMPANY such sums as may be demanded by COMPANY under provisions of this Paragraph SIXTH within ten (10) days from such demand, COMPANY shall have the right, in addition to and not in limitation of all other remedies, which right shall be superior to the rights of any intervening assignee or creditor of SUBDIVIDER, to apply refunds coming due under Paragraph FOURTH of this Agreement to the reduction and extinguishment of the debt of SUBDIVIDER to COMPANY under terms of this Paragraph SIXTH.

SEVENTH: By execution of this Agreement, SUBDIVIDER grants unto COMPANY, its successors and assigns, the permanent right and privilege to lay and construct its main(s) and related facilities, if any, on, over and through the lands of SUBDIVIDER at the locations depicted on Exhibit "A" and described in Paragraph FIRST above, together with the right to enter upon the adjacent lands of SUBDIVIDER for the purpose of installing, construction, repairing, renewing, replacing and inspecting such main(s) and related facilities, if any.

EIGHTH: SUBDIVIDER will furnish to COMPANY immediately upon recordation thereof in the office of the Clerk of the Fayette County Court five (5) copies of the final plat of said subdivision as approved by the Lexington-Fayette County Planning and Zoning Commission.

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by *B. Jones*  
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Issued By: *J. James Barr* J. James Barr, President  
2615 Commonwealth Blvd, Lexington, Kentucky

C4-83

28. FORM OF NEW SUBDIVISION EXTENSION DEPOSIT AGREEMENT FOR ON SITE FACILITIES (Cont.)

NINTH: The ownership of the water main(s) laid hereunder shall at all times be in the COMPANY, its successors and assigns.

TENTH: This agreement shall be valid and binding on the COMPANY only when executed by its President or a Vice President.

ELEVENTH: This agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the respective parties,

(T) TWELFTH: Any notice given hereunder shall be deemed sufficient if in writing and sent by registered mail to COMPANY at 2300 Richmond Road, Lexington, Kentucky and to SUBDIVIDER AT \_\_\_\_\_  
(address of SUBDIVIDER)

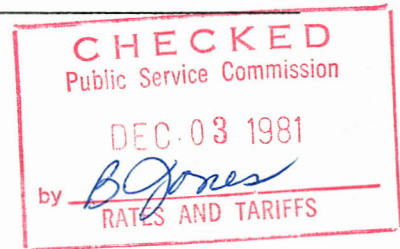
THIRTEENTH: This agreement is entered into pursuant to the legally established Rules and Regulations of the COMPANY and the words, phrases and terms hereof are to be understood and interpreted in conformity with said Rules and Regulations, which are hereby incorporated herein by reference.

Executed by the parties hereto in triplicate this the day and year first above written.

(T) WITNESSED: KENTUCKY-AMERICAN WATER COMPANY

\_\_\_\_\_  
By \_\_\_\_\_  
Vice President

WITNESSED:  
\_\_\_\_\_



Date of Issue: April 15, 1981 Effective Date: May 1, 1967

Issued By: *J. James Barr* J. James Barr, President  
2300 Richmond Road, Lexington, Kentucky

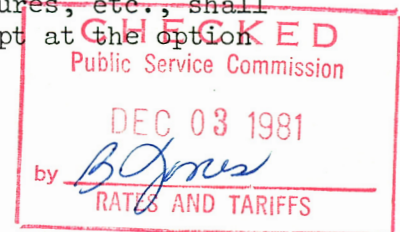
*C4-83*

29. PUBLIC FIRE HYDRANTS

- (a) No person, except for the legitimate purpose of extinguishing fires or for other purposes herein provided, shall open any fire hydrant without the consent of the Company.
- (b) During freezing weather, the City shall notify the Company after it has opened any hydrant.
- (c) Any expenses for repairs caused by the negligence of the employees of the municipality or by members of the fire department shall be paid for by the municipality.
- (d) The use of fire hydrants will be restricted to the taking of water for the extinguishing of fires, and water shall not be taken from any fire hydrant for construction purposes, sprinkling streets, flushing trenches, sewers or gutters or for any other use, unless specifically permitted by the Company for the particular time and occasion.
- (e) Inspections and tests of public fire hydrants will be made by the Company at convenient times and reasonable intervals.
- (f) Whenever a change in location, size or type of a fire hydrant is ordered, requested, or made necessary due to change in line or grade of any roadway, curb or walk, said change will be made by the Company at the expense of the municipality or other party ordering, requesting, or making necessary such change.

30. INTERRUPTIONS IN WATER SUPPLY

- (a) The Company may at any time shut off the water in the mains in case of accident, or for the purpose of making connections, alterations, repairs, changes, or for other reasons, and may restrict the use of water to serve a sufficient supply in its reservoirs for public fire service or other emergencies whenever the public welfare may require it.
- (T) (b) The temporary shutting off of water from any premises for any cause, whether non-payment of bills, leaking pipes, fixtures, etc., shall not cancel a contract for water supply service except at the option of the Company or upon notice from the Customer.



Date of Issue: November 16, 1981

Effective Date: May 1, 1967

Issued By R. A. Edens R. A. Edens, Vice President  
2300 Richmond Road, Lexington, Kentucky

C483





32. GENERAL (Cont.)

(b) No employee or agent of the Company shall have the right or authority to bind it by any promise, agreement or representation contrary to the letter or intent of these Rules and Regulations.

(c) Any complaint against the service or employees of the Company should be made at the office of the Company and preferably in writing.

33. APPROVAL OF THE RULES AND REGULATIONS

(T) All Rules and Regulations of the Company are subject to the approval of the Public Service Commission of the State of Kentucky, or its successor, and if any part thereof should be adjudged to be in violation of any rule or order made by the Commission, then that particular part shall be ineffective but without in any way affecting the other portions thereof.



Date of Issue: April 15, 1981

Effective Date: May 1, 1967

Issued By: *[Signature]* J. James Barr, President  
200 Richmond Road, Lexington, Kentucky

*C483*

CLASSIFICATION OF SERVICE

SERVICE CLASSIFICATION NO. 1

APPLICABLE

Applicable to all customers in the City of Lexington, Fayette County, Kentucky, and contiguous territory thereto, excluding the West Scott County Division.

AVAILABILITY OF SERVICE

Available for Residential, Commercial, and Industrial Metered Service.

(I) METER RATES

The following shall be the rates for monthly and quarterly consumption, subject to the minimum charges provided for herein:

	<u>Cubic Feet Per Month</u>	<u>Cubic Feet Per Quarter</u>	<u>Rate Per 100 Cubic Feet</u>
For the first	5,000	15,000	\$ 1.18137
For the next	30,000	90,000	.85559
For the next	300,000	900,000	.49720
For all over	335,000	1,005,000	.32834

(I) MINIMUM CHARGES

All metered general water service customers shall pay a minimum charge based on the size of meter installed. Such minimum charge will entitle the customer to as much water as the charge will pay for at the scheduled meter rates. Water used in excess of such amount will be billed at the meter rate schedule.

<u>Size of Meter</u>	<u>Minimum Charge</u>	
	<u>Per Month</u>	<u>Per Quarter</u>
5/8"	\$ 3.51	10.53
3/4"	5.27	15.81
1"	8.74	26.22
1-1/2"	17.58	52.74
2"	28.12	84.36
3"	60.79	182.37
4"	92.78	278.34
6"	195.22	585.66

CHECKED  
 Public Service Commission  
 JUN 09 1982  
 RATES AND TARIFFS

Date of Issue: February 23, 1982

Date Effective: February 8, 1982

Issued by: J. James Barr J. James Barr, President  
2300 Richmond Road, Lexington, Kentucky

Issued in compliance with Order of the Public Service Commission of Kentucky dated February 8, 1982, Case No. 8314

C4-83



CLASSIFICATION OF SERVICE

SERVICE CLASSIFICATION NO. 2

APPLICABLE

Applicable to all customers in the City of Lexington, Fayette County, Kentucky, and contiguous territory thereto, excluding the West Scott County Division.

AVAILABILITY OF SERVICE

Municipal and County rate available only for all water furnished to the City of Lexington, County of Fayette, and the Fayette County Board of Education.

(I) METER RATES

	Rate Per <u>100 Cubic Feet</u>	
For all water used	\$ .59776	I

MINIMUM CHARGES

None.

**CHECKED**  
 Public Service Commission  
 JUN 09 1982  
 by B. James Barr  
 RATES AND TARIFFS

Date of Issue: February 23, 1982

Date Effective: February 8, 1982

Issued by: J. James Barr J. James Barr, President  
2300 Richmond Road, Lexington, Kentucky

Issued in compliance with Order of the Public Service Commission of Kentucky dated February 8, 1982, Case No. 8314

C4-83

CLASSIFICATION OF SERVICE

SERVICE CLASSIFICATION NO. 3

APPLICABLE

Applicable to all customers in the City of Lexington, Fayette County, Kentucky, and contiguous territory thereto, excluding the West Scott County Division.

AVAILABILITY OF SERVICE

Available for municipal or private fire connections used exclusively for fire protection purposes.

(I) RATES

<u>Size of Service</u>	<u>Rate Per Annum</u>
4" Diameter .....	\$ 138.96
6" Diameter .....	276.48
8" Diameter .....	553.92
12" Diameter .....	1,107.96

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MINIMUM CHARGES

See above Rates.

SPECIAL PROVISIONS

No charge shall be made for water used in extinguishing accidental fires or for Underwriter's tests, and water shall not be drawn from a private fire service connection for any other purpose.

**CHECKED**  
 Public Service Commission  
 JUN 09 1982  
 by *BG*  
 RATES AND TARIFFS

Date of Issue: February 23, 1982

Date Effective: February 8, 1982

Issued by: *J. James Barr* J. James Barr, President  
2300 Richmond Road, Lexington, Kentucky

Issued in compliance with Order of the Public Service Commission of Kentucky dated February 8, 1982, Case No. 8314

C # 83

CLASSIFICATION OF SERVICE

SERVICE CLASSIFICATION NO. 4

APPLICABLE

Applicable to all customers in the City of Lexington, Fayette County, Kentucky, and contiguous territory thereto, excluding the West Scott County Division.

AVAILABILITY OF SERVICE

Available for municipal or private fire hydrants used exclusively for fire protection purposes.

(I) RATES

Rate Per Annum

For each public fire hydrant contracted for or ordered by City, County, State, or Federal Governmental Agencies or Institutions .....	\$137.64
For each private fire hydrant contracted for by Industries or Private Institutions .....	137.64
For each water customer whose premises are located within 1,000 feet of a private hydrant not contracted for by Industries or Private Institutions, as measured along public streets or roads, in advance .....	5.93

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**CHECKED**  
 Public Service Commission  
 JUN 09 1982  
 by B. Jones  
 RATES AND TARIFFS

Date of Issue: February 23, 1982

Date Effective: February 8, 1982

Issued by: J. James Barr J. James Barr, President  
2300 Richmond Road, Lexington, Kentucky

Issued in compliance with Order of the Public Service Commission of Kentucky dated February 8, 1982, Case No. 8314

C 4-83



CLASSIFICATION OF SERVICE

SERVICE CLASSIFICATION NO. 5

APPLICABLE

Applicable to all customers in the City of Lexington, Fayette County, Kentucky and contiguous territory thereto, excluding the West Scott County Division.

AVAILABILITY OF SERVICE

Available for Water Used for Residential, Commercial and Industrial Building and Construction Purposes.

RATES

Where a meter is installed on a fire hydrant or on a temporary service connection for construction purposes, the minimum payment for water shall be the monthly minimum charge for general water service, payable in advance based upon the size of the meter installed. If more than one fire hydrant or temporary service connection is used, the minimum charge is to apply to each such hydrant or temporary service connection so used.

The Company may require an application to be signed and either the minimum charge paid in advance or, at the option of the Company, a meter deposit made, and the account handled in the same manner as any other metered account. The minimum charge will entitle the Customer to as much water as it will pay for at the scheduled meter rates, and all water used in excess of that allowed for the minimum charge shall be billed at the meter rate schedule. In addition to such charges the Customer shall pay all reasonable costs incurred in connection with the installation and removal of the meter.

**CHECKED**  
Public Service Commission  
DEC 03 1981  
by *B. Jones*  
RATES AND TARIFFS

Date of Issue: April 15, 1981

Effective Date: December 20, 1973

Issued By: *J. James Barr* J. James Barr, President  
2700 Richmond Road, Lexington, Kentucky

Issued by authority of an Order of the Public Service Commission of Kentucky in Case #5355 dated December 20, 1973

*C 483*

CLASSIFICATION OF SERVICE

SERVICE CLASSIFICATION NO. 6

APPLICABLE

Applicable to all customers in the City of Lexington, Fayette County, Kentucky and contiguous territory thereto, excluding the West Scott County Division.

AVAILABILITY OF SERVICE

Available for Residential, Commercial, Industrial and Public Service.

RATES

There shall be added to the Customer's bill, as a separate item, an amount equal to the proportionate part of any license, occupation, franchise, or other similar fee or tax now or hereafter imposed upon the Company by local taxing authorities, whether imposed by ordinance, franchise or otherwise, and which fee or tax is based upon a percentage of the gross receipts, net receipts, or revenues from sales of water or services rendered by the Company to the Customer.

Where more than one such charge or tax is imposed, the total of such charges or taxes applicable to a Customer may be billed to the Customer as a single amount.

Charges or taxes herein referred to shall in all instances be billed to customers on the basis of Company rates effective at the time of billing, and on the basis of the tax rate effective at the time billing is made.

**CHECKED**  
Public Service Commission  
DEC 03 1981  
by *B Jones*  
RATES AND TARIFFS

Date of Issue: April 16, 1981

Effective Date: December 20, 1973

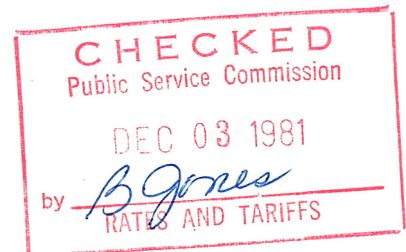
Issued By: *J. James Barr* J. James Barr, President  
2700 Richmond Road, Lexington, Kentucky

Issued by authority of an Order of the Public Service Commission of Kentucky in Case #5355 dated December 20, 1973.

*C483*

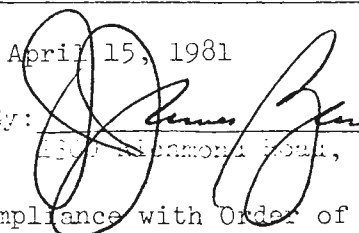
RECONNECTION CHARGE

When it has been necessary to discontinue water service to any premises because of a violation of the Company's Rules and Regulations on account of nonpayments of any bill for water service, a charge of Ten Dollars (\$10.00) will be made to cover the expense of turning on the water service.



Date of Issue: April 15, 1981

Effective Date: September 18, 1980

Issued By:  J. James Barr, President  
1501 Commonwealth Blvd., Lexington, Kentucky

Issued in compliance with Order of the Utility Regulatory Commission of Kentucky dated September 18, 1980, Case No. 7783.

C 483



KENTUCKY-AMERICAN WATER COMPANY  
(Name of Utility)

OF

2300 RICHMOND ROAD, LEXINGTON, KENTUCKY  
(Location of Office)

RATES FOR FURNISHING

WATER

TO

PORTIONS OF SCOTT COUNTY WITH EXTENSION INTO BOURBON AND HARRISON  
COUNTY (AREA FORMERLY SERVED BY WEST SCOTT COUNTY WATER DISTRICT)


FILED WITH PUBLIC SERVICE COMMISSION OF KENTUCKY

ISSUED IN COMPLIANCE WITH ORDER OF THE PUBLIC SERVICE  
COMMISSION OF KENTUCKY DATED APRIL 19, 1973, CASE NO. 5795

ISSUED: July 30, 1974

EFFECTIVE: August 20, 1974

ISSUED BY: Kentucky-American Water Company

  
BY: W. R. COBB  
VICE PRESIDENT AND MANAGER



C483

CLASSIFICATION OF SERVICE

SERVICE CLASSIFICATION SCHEDULE C

APPLICABLE

Applicable to portions of Scott County with extension into Bourbon and Harrison County (Area formerly served by West Scott County Water District).

AVAILABILITY OF SERVICE

Residential, Commercial, Industrial and municipal customers in Sadieville, Kentucky and residential customers and farms under 300 acres outside of Sadieville, Kentucky.

METER RATES

The following shall be the rates for monthly consumption for meters read in 1,000 gallons, subject to the minimum charges provided for herein.

	<u>Gallons Per Month</u>	<u>Rate Per 1,000 Gallons</u>
For the first	2,000	Minimum Charge
For the next	8,000	\$1.50
For all over	10,000	1.00

The following shall be the rates for quarterly consumption for meters read in 100 cubic feet, subject to the minimum charges provided for herein.

	<u>Cubic Feet Per Quarter</u>	<u>Rate Per 100 Cubic Feet</u>
For the first	802	Minimum Charge
For the next	3,208	\$1.122
For all over	4,010	.748

MINIMUM CHARGE

The following shall be the minimum charge for monthly or quarterly consumption:

	<u>Gallons Per Month</u>	<u>Cubic Feet Per Quarter</u>	<u>Minimum Charge Per Month or Quarter</u>
Minimum	2,000		\$ 6.00
Minimum		802	18.00

Date of Issue: July 30, 1974

Date Effective: August 20, 1974

Issued in Compliance with Order of The Public Service Commission of Kentucky dated April 19, 1973, Case No. 5795

BY: *W. R. Cobb*  
W. R. COBB  
VICE PRESIDENT AND MANAGER



CLASSIFICATION OF SERVICE

SERVICE CLASSIFICATION SCHEDULE A

APPLICABLE

Applicable to portions of Scott County with extensions into Bourbon and Harrison County (Area formerly served by West Scott County Water District).

AVAILABILITY OF SERVICE

Commercial, Industrial, farms over 300 acres and I-75 Rest Stop outside of Sadieville, Kentucky.

METER RATES

The following shall be the rates for monthly consumption for meters read in 1,000 gallons, subject to the minimum charges provided for herein.

	<u>Gallons Per Month</u>	<u>Rate Per 1,000 Gallons</u>
For the first	7,000	Minimum Charge
For the next	3,000	\$1.50
For all over	10,000	1.00

The following shall be the rates for quarterly consumption for meters read in 100 cubic feet, subject to the minimum charges provided for herein.

	<u>Cubic Feet Per Quarter</u>	<u>Rate Per 100 Cubic Feet</u>
For the first	2,807	Minimum Charge
For the next	1,203	\$1.122
For all over	4,010	.748

MINIMUM CHARGE

The following shall be the minimum charge for monthly or quarterly consumption:

	<u>Gallons Per Month</u>	<u>Cubic Feet Per Quarter</u>	<u>Minimum Charge Per Month or Quarter</u>
Minimum	7,000		\$10.50
Minimum		2,807	31.50

Date of Issue: July 30, 1974

Date Effective: August 20, 1974

Issued in compliance with Order of The Public Service Commission of Kentucky Dated April 19, 1973, Case No. 5795

*W. R. Cobb*

BY: W. R. COBB  
VICE PRESIDENT AND MANAGER



C4-83



CLASSIFICATION OF SERVICE

SERVICE CLASSIFICATION SCHEDULE D

APPLICABLE

Applicable to portions of Scott County with extension into Bourbon and Harrison County (Area formerly served by West Scott County Water District).

AVAILABILITY OF SERVICE

Residential (no bath or kitchen), field connection, or outside connection.

METER RATES

The following shall be the rates for monthly consumption for meters read in 1,000 gallons, subject to the minimum charges provided for herein.

	<u>Gallons Per Month</u>	<u>Rate Per 1000 Gallons</u>
For the first	1,000	Minimum Charge
For the next	4,000	\$1.50
For all over	5,000	1.00

The following shall be the rates for quarterly consumption for meters read in 100 cubic feet, subject to the minimum charges provided for herein.

	<u>Cubic Feet Per Quarter</u>	<u>Rate Per 100 Cubic Feet</u>
For the first	401	Minimum Charge
For the next	1,604	\$1.122
For all over	2,005	.748

MINIMUM CHARGE

The following shall be the minimum charge for monthly or quarterly consumption:

	<u>Gallons Per Month</u>	<u>Cubic Feet Per Quarter</u>	<u>Minimum Charge Per Month or Quarter</u>
Minimum	1,000		\$ 3.75
Minimum		401	\$11.25

Date of Issue: July 30, 1974

Date Effective: August 20, 1974

Issued in Compliance with Order of the Public Service Commission of Kentucky dated April 19, 1973, Case No. 5795

BY: *W. R. Cobb*  
W. R. COBB  
VICE PRESIDENT AND MANAGER



C483

CLASSIFICATION OF SERVICE

SERVICE CLASSIFICATION SCHEDULE MOBILE HOME COURTS

APPLICABLE

Applicable to portions of Scott County with extension into Bourbon and Harrison County (Area formerly served by West Scott County Water District).

AVAILABILITY OF SERVICE

Mobile Home Courts.

METER RATES

The following shall be the rates for monthly consumption for meters read in 1,000 gallons, subject to the minimum charges provided for herein.

	<u>Gallons Per Month Per Trailer</u>	<u>Rate Per 1000 Gallons</u>
For the first	1,000	Minimum Charge
For all over	1,000	\$1.35

MINIMUM CHARGE

The following shall be the minimum charge for monthly consumption per trailer which is to be counted on the first day of each month.

	<u>Gallons Per Month Per Trailer</u>	<u>Minimum Charge per Month Per Trailer</u>
Minimum	1,000	\$3.00

Date of Issue: July 30, 1974

Date Effective: August 20, 1974

Issued in Compliance with Order of the Public Service  
Commission of Kentucky dated April 19, 1973, Case No. 5795

BY: *W.R. Cobb*  
W. R. COBB  
VICE PRESIDENT AND MANAGER



C4-83

CLASSIFICATION OF SERVICE

SERVICE CLASSIFICATION SCHEDULE - SCHOOLS

APPLICABLE

Applicable to portions of Scott County with extensions into Bourbon and Harrison County (Area formerly served by West Scott County Water District).

AVAILABILITY OF SERVICE

Schools.

METER RATES

The following shall be the rates for monthly consumption for meters read in 1,000 gallons, subject to the minimum charges provided for herein.

	<u>Gallons Per Month</u>	<u>Rate Per 1,000 Gallons</u>
For the first	30,000	Minimum Charge
For all over	30,000	\$1.00

The following shall be the rates for monthly consumption for meters read in 100 cubic feet, subject to the minimum charges provided for herein.

	<u>Cubic Feet Per Month</u>	<u>Rate Per 100 Cubic Feet</u>
For the first	4,010	Minimum Charge
For all over	4,010	\$.748

MINIMUM CHARGE

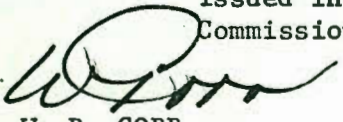
The following shall be the minimum charge for monthly or quarterly consumption.

	<u>Gallons Per Month</u>	<u>Cubic Feet Per Month</u>	<u>Minimum Charge Per Month Or Quarter</u>
Minimum	30,000		\$50.00
Minimum		4,010	\$50.00

Date of Issue: July 30, 1974

Date Effective: August 20, 1974

Issued in Compliance with Order of the Public Service  
Commission of Kentucky



BY: W. R. COBB  
VICE PRESIDENT AND MANAGER



C483



CLASSIFICATION OF SERVICE

SERVICE CLASSIFICATION-  
PUBLIC, PRIVATE FIRE PROTECTION

APPLICABLE

Applicable to portions of Scott County with extensions into Bourbon and Harrison County (area formerly served by West Scott County Water District).

AVAILABILITY OF SERVICE

Available for municipal fire hydrants in Sadieville or private fire hydrants used exclusively for fire protection purposes.

(I) RATES

Rate Per Annum

For each public fire hydrant, contracted for by City, County, State or Federal Governmental Agencies or Institutions.....\$25.00

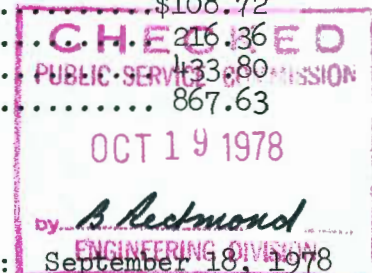
For each private fire hydrant contracted for by industries or private institutions.....\$50.00

For each water customer whose premises is located within 1,000 feet of a private hydrant not contracted for by industries or private institutions, as measured along public streets or roads, in advance.....\$3.71

For private fire connections used exclusively for fire protection purposes:

Size of Service

4" Diameter.....	\$108.72
6" Diameter.....	216.36
8" Diameter.....	433.80
12" Diameter.....	867.63



Date of Issue: September 18, 1978

Date Effective: September 18, 1978

By: *J. James Barr*  
J. James Barr, President  
2300 Richmond Road, Lexington, Kentucky

Issued in compliance with Order of the Public Service Commission of Kentucky dated September 18, 1978, Case No. 7064

*C4-83*

CLASSIFICATION OF SERVICE

SERVICE CLASSIFICATION - SPECIAL TAX

APPLICABLE

Applicable to portions of Scott County with extensions into Bourbon and Harrison County (Area formerly served by West Scott County Water District).

AVAILABILITY OF SERVICE

Available for Residential, Commercial, Industrial and Public Service.

RATES

There shall be added to the Customer's bill, as a separate item, an amount equal to the proportionate part of any license, occupation, franchise, or other similar fee or tax now or hereafter imposed upon the Company by local taxing authorities, whether imposed by ordinance, franchise or otherwise, and which fee or tax is based upon a percentage of the gross receipts, net receipts, or revenues from sales of water or services rendered by the Company to the Customer.

Where more than one such charge or tax is imposed, the total of such charges or taxes applicable to a Customer may be billed to the Customer as a single amount.

Charges or taxes herein referred to shall in all instances be billed to customers on the basis of Company rates effective at the time of billing, and on the basis of the tax rate effective at the time billing is made.

Date of Issue: July 30, 1974

Date Effective: August 20, 1974

  
BY: W. R. COBB  
VICE PRESIDENT AND MANAGER



CH83



PAYMENT OF BILLS


All water supply delivered to the premises of a Customer shall be paid for in accordance with the Utility's schedule of rates in force and filed with the Public Service Commission.

Bills for water service shall be rendered based on meter readings, quarterly or monthly, depending upon the class and quantity of service supplied; except that budget bills will be rendered for the first two months of each quarter to those customers covered by Service Classification Schedules C, A and D whose meters are read quarterly. Budget bills shall be for amounts approximately equivalent to the charges for an average month's consumption and bills based on meter readings shall be for water actually consumed with credit allowances for payment of budget bills.

All bills including budget bills for water and service are due and payable at the office of the Company or at a designated branch collecting agency when rendered, and are considered delinquent if not paid within ten days thereafter. Failure to pay will render the Customer subject to discontinuance of service and subject to charge for disconnecting and reconnecting service. If any bill for water service is not paid within ten days following the submission thereof, the service may be discontinued upon two (2) days' notice to the Customer in writing.

Date of Issue: July 30, 1974

Date Effective: August 20, 1974

  
BY: W. R. COBB  
VICE PRESIDENT AND MANAGER



C483