

JESSAMINE-SOUTH ELKHORN

WATER DISTRICT

ADOPTION NOTICE

The undersigned, Jessamine-South Elkhorn Water District, of 200 W. Maple St., Nicholasville, Kentucky, hereby adopts, ratifies, and makes its own, in every respect as if the same had been originally filed and posed by it, all tariffs and supplements containing rates, rules, and regulations for furnishing water service at Jessamine County in the Commonwealth of Kentucky, filed with the Public Service Commission of Kentucky by Lexington-South Elkhorn Water District of 200 W. Maple St., Nicholasville, Kentucky, and in effect on the 19th day of November, 1996, the date on which the change of name of the said Lexington-South Elkhorn Water District occurred.

This notice is issued on the 19th day of November, 1996, in conformity with 807 KAR 5:011, Section 11 of the Regulations for the filing of Tariffs of Public Utilities with the Public Service Commission of Kentucky.

Jessamine-South Elkhorn Water District

By: Gary M. Loka, Sr.
Chairman

g:\Bruce\sewd\adopt.ac:sbt

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

JUN 19 1998

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

BY: Stephan D. Bell
SECRETARY OF THE COMMISSION

P.S.C. Ky. No. 2

Cancels P.S.C. Ky. No. 1

LEXINGTON - SOUTH ELKHORN WATER DISTRICT

OF

Jessamine County, Kentucky

Rates, Rules and Regulations for Furnishing
Water Service

AT

Northwestern Portion of Jessamine County, Kentucky

Filed with PUBLIC SERVICE COMMISSION OF
KENTUCKY

ISSUED August 4, 19 82

EFFECTIVE August 24, 19 82

**PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE**

MAR 21 1983

**PURSUANT TO 007 KAR 5:011,
SECTION 9(1)**

BY: *J.P. Jackson*

ISSUED BY Lexington-South Elkhorn Water District

(Name of Utility)

BY *R.P. [Signature]*

Chairman

Jessamine-South Elkhorn Water District

AREA_ District's Service Area

PSC KY NO. 2

5th Revised SHEET NO. 1

CANCELLING PSC KY NO. 2

4th Revised SHEET NO. 1

CLASSIFICATION OF SERVICE | RATE PER UNIT

CONNECTION FEE SCHEDULE

5/8" x 3/4" meter (20 gpm capacity) \$1,500.00 per connection (I)

* 1" meter (50 gpm capacity) \$1,850.00 per connection (I)

* All meters larger than 1" actual cost of installation per connection

Fire Hydrants actual cost of installation per hydrant

When extraordinary geological and/or topographical conditions are encountered during installation, the added cost incurred due to such conditions shall be billed to the customer. Furthermore, where main line pressure justifies the installation of pressure reduction valves, the added cost shall be billed to the customer.

DATE OF ISSUE September 23, 2022

DATE EFFECTIVE September 22, 2022

ISSUED BY *[Signature]*

TITLE Chairman

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. 2022-00050 DATED September 23, 2022

**KENTUCKY
PUBLIC SERVICE COMMISSION**

Linda C. Bridwell
Executive Director

Linda C. Bridwell

**EFFECTIVE
9/22/2022**
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

Jessamine-South Elkhorn Water District

RATES & CHARGES

5/8" Meter

First	2,000 Gallons	\$29.82	Minimum Bill	(I)
Next	2,000 Gallons	0.00876	Per Gallon	(I)
Next	2,000 Gallons	0.00865	Per Gallon	(I)
Next	10,000 Gallons	0.00854	Per Gallon	(I)
Next	8,000 Gallons	0.00844	Per Gallon	(I)
Over	24,000 Gallons	0.00834	Per Gallon	(I)

1" Meter

First	10,000 Gallons	\$98.80	Minimum Bill	(I)
Next	6,000 Gallons	0.00854	Per Gallon	(I)
Next	8,000 Gallons	0.00844	Per Gallon	(I)
Over	24,000 Gallons	0.00834	Per Gallon	(I)

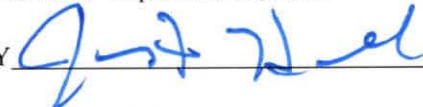
2" Meter

First	24,000 Gallons	\$217.57	Minimum Bill	(I)
Over	24,000 Gallons	0.00834	Per Gallon	(I)

*** \$6.50/per month Surcharge on all Southeast customers

DATE OF ISSUE September 23, 2022

DATE EFFECTIVE September 22, 2022

ISSUED BY 

TITLE Chairman

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. 2022-00050 DATED September 23, 2022

**KENTUCKY
PUBLIC SERVICE COMMISSION**

Linda C. Bridwell
Executive Director



**EFFECTIVE
9/22/2022**

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

Form for Billing Rate Schedules

For Jessamine County

Community, Water

D.S.C. NO. 2

ORIGINAL SHEET NO. 1

CANCELLING D.S.C. NO. 1

Original. SHEET NO. 3

~~Lexington South Elkhorn Water District~~
Name of Issuing Corporation

CLASSIFICATION OF SERVICE

DATE
FEB 1983

FIRE HYDRANTS

Connection Fee- Actual cost plus 10% use rate or charge
None

Location-Selected by district commission based on
density of settlement of area, growth potential,
water and pressure available and danger of vandalism
or theft.

District has no duty to maintain pressure flow or
working condition of hydrant and may remove same in
the event of vandalism or water theft.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

FEB 09 1983

PURSUANT TO 807 KAR 5:011,

SECTION 9 (1)

BY: *[Signature]*

DATE OF ISSUE April 1

DATE EFFECTIVE April 1

ISSUED BY S.S. Stakes

Chairman

Name of Officer

Issued by authority of an Order of the Public Service Commission of Kentucky
Case No. 5527 dated June 24, 1971

P.S.C. NO. 2
 ORIGINAL SHEET NO. 3
 CANCELLING P.S.C. NO. 1
 Original SHEET NO. 11

Lexington-South Elkhorn Water District
 Name of Issuing Corporation

CLASSIFICATION OF SERVICE

		RATE PER UNIT
<u>PURCHASED WATER ADJUSTMENT CLAUSE</u>		
Tabulation Form to be used for purchased water adjustments in accordance with 807 KAR 5:067, Purchased Water Adjustment Clause, as adopted by the Public Service Commission.		
1. Volume of water purchased for 12-month period ended _____ (which is within 3 months of effective date of supplier's rate change) <u>1/</u>	_____ M Gal.	
2. Cost at new rates	\$ _____	
3. Cost at Base Rate	\$ _____	
4. Total change in cost (Item 2 minus Item 3)	\$ _____	
5. Volume sold for same period as in Item 1	_____ M Gal.	
6. PWA per M gallon sold (Item 4 divided by Item 5)	_____ ¢	
Note 1: Item 1 cannot, for this computation table, exceed Item 5 divided by .85.		

Supplier	Usage Level	Rates
Kentucky-American Water Company, Inc.	First 5,000 c.f.	\$1.18137 per 100 c.f.
	Next 30,000 c.f.	.85559 per 100 c.f.
	Next 300,000 c.f.	.49720 per 100 c.f.
	Over 335,000 c.f.	.32834 per 100 c.f.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

FEB 09 1982

DATE OF ISSUE February 3, 1982

DATE EFFECTIVE February 24, 1982
 PURSUANT TO 807 KAR 5:011,

ISSUED BY George Dale Robinson
 Name of Officer
 GEORGE DALE ROBINSON

TITLE Secretary
 BY George Dale Robinson
 SECTION 9(1)

Issued by authority of an Order of the Public Service Commission of Kentucky in Case No. _____ dated _____

P.S.C. NO. 2

ORIGINAL SHEET NO. 3A

CANCELLING P.S.C. NO. 1

Original SHEET NO. 12

Lexington-South Elkhorn Water District
Name of Issuing Corporation

CLASSIFICATION OF SERVICE

	RATE PER UNIT
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PURCHASED WATER ADJUSTMENT CLAUSE (Cont.)

In the event a refund is received from the supplier for amounts previously paid, the following tabulations will be made:

- 1. Total refund received \$ _____
- 2. Total amount of water estimated to be sold during 2 month period beginning with the first day of the month following receipt of the refund _____ M Gal.
- 3. Refund factor per unit of water sold (Item 1 divided by Item 2) _____ ¢
- 4. The refund factor may be adjusted in the final month to more accurately reflect the amount to be refunded.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

FEB 09 1983

DATE OF ISSUE February 3, 1982

PURSUANT TO DO, KAR 5:011,
DATE EFFECTIVE SECTION 8(1) 1982

ISSUED BY George Dale Robinson
Name of Officer

TITLE Secretary
BY: [Signature]

Issued by authority of an Order of the Public Service Commission of Kentucky
in Case No. _____ dated _____.

For Northwestern Portion of Jessamine County

P.S.C. Ky. No. 2

Original Sheet No. 4

Lexington - South Elkhorn Water District

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

Revised Sheet No. 4

RULES AND REGULATIONS

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

1. Scope

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

2. Revisions

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

- A. By order of the Public Service Commission upon application by the District, and after hearing provided by Commission regulation set forth in 807 KAR 5:011E.
- B. By issuing and filing on at least twenty days to the Commission and the public all proposed the Rules and Regulations, as provided by regulations set forth in 807 KAR 5:011E.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

MAR 21 1983

PURSUANT TO 807 KAR 5:011,
SECTION 9(1) in
by: *[Signature]*

DATE OF ISSUE August 4, 1982
Month Day Year

DATE EFFECTIVE August 24, 1982
Month Day Year

ISSUED BY *[Signature]*
S.J. Stokes, Jr., Chairman

200 W. Maple, Nicholasville, KY 40356
Address

For Northwestern Portion of Jessamine County

P.S.C. Ky. No. 2

Original Sheet No. 5

Lexington - South Elkhorn Water District

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

Revised Sheet No. 4

RULES AND REGULATIONS

3. Conflict

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

4. Application for Service

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

No service requested shall be granted unless the property of said applicant is adjacent and contiguous to an existing distribution main of the District. Should the applicant desire to have the existing distribution system extended to serve him, same shall be accomplished as stipulated, hereafter.

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

The District shall provide for a standard connection (i.e.; 5/8" X 3/4" meter) to a maximum distance of fifty (50') feet from the District's existing distribution main. If the distance is greater than fifty (50') feet, the customer shall be required to pay the cost of installing the pipe for the additional distance, as a contribution in aid of construction.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

MAR 21 1983

PURSUANT TO 807 KAR 5:011,

SECTION 9 (1)

DATE OF ISSUE August 4, 1982
Month Day Year

DATE EFFECTIVE August 4, 1982
Month Day Year

ISSUED BY S.J. Stokes, Jr.
S.J. Stokes, Jr., Chairman

200 W. Maple, Nicholasville, KY 40356
Address

For Northwestern Portion of Jessamine County

P.S.C. Ky. No. 2

Original Sheet No. 6

Lexington - South Elkhorn Water District

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

Sheet No. _____

RULES AND REGULATIONS

5. Non-Standard Service

Each prospective customer requiring a non-standard service (i.e.: other than a 5/8" x 3/4" meter) shall present to the District sufficient justification for same.

6. Point of Delivery

The point of delivery is the point where the meter or appurtenance is located on the customer's premises. All water lines, plumbing, and equipment beyond the meter shall be installed and maintained by the customer at his own expense in a safe and efficient manner and in accordance with the District's Rules and Regulations and with the regulations of the Department of Health. The District reserves the right to determine the location of delivery with full regard to those wishes of the prospective customer.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

MAR 21 1983

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

BY: [Signature]

DATE OF ISSUE August 4, 1982
Month Day Year

DATE EFFECTIVE August 24, 1982
Month Day Year

ISSUED BY [Signature]
S.J. Stokes, Jr., Chairman

200 W. Maple, Nicholasville, KY 40356
Address

For Northwestern Portion of Jessamine County

P.S.C. Ky. No. 2

Original Sheet No. 7

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

Revised Sheet No. 4

Lexington - South Elkhorn Water District

RULES AND REGULATIONS

7. Customer's Service Line

All service lines beyond the metering point should be installed of material consisting of copper, galvanized, or PVC pipe with rating of not less than 160 psi. The size of service line beyond the point of delivery should not be less than 3/4"; however, a larger size may be needed to provide adequate service. If the customer's point of use is at a higher elevation than the point of delivery, the customer should consult with a reputable engineering firm to size the service line from the point of delivery. Piping on the premises of a customer must be so installed that connections are conveniently located with respect to the District lines and mains. The customer shall provide a place for metering which is unobstructed and accessible at all times.

Should a prospective customer request service at a point of delivery which now, or in the future, does not provide a delivery pressure of 30 psi or his requirements, he may make provision for an individual pressure booster system. The manner of connection, location, cross-connection, protection and type is subject to approval by District. The District reserves the right to require discontinuance and disconnection should the private booster system have a detrimental effect on District's system.

8. Ownership of Mains, Services & Appurtenances

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

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

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

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

MAR 21 1983

PURSUANT TO 807 KAR 5:011,
SECTION 5(3)

BY: [Signature]

DATE OF ISSUE August 4, 1982
Month Day Year

DATE EFFECTIVE August 24, 1982
Month Day Year

ISSUED BY [Signature]
S.J. Stokes, Jr., Chairman

200 W. Maple, Nicholasville, KY 40356
Address

For Northwestern Portion of Jessamine County

P.S.C. Ky. No. 2

Original Sheet No. 8

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

Original Sheet No. 5

Lexington - South Elkhorn Water District

RULES AND REGULATIONS

9. Discontinuance of Service by District

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

- A. Misrepresentation in the application or contract as to the property or fixtures to be supplied or additional use to be made of water;
- B. Failure to report to the District additions to the property or fixtures to be supplied or additional use to be made of water;
- C. Resale of water or giving away of water;
- D. Waste or misuse of water due to improper or imperfect service pipes and/or failure to keep such pipes in a suitable state of repair;
- E. Tampering with meter, meter seal, service, or valves, or permitting such tampering by others;
- F. Connection, cross-connection, or permitting the same, of any separate water supply to premises which receive water from the District;
- G. Non-payment of bills;
- H. When a dangerous condition is found to exist on the customer's or applicant's premises, with reference to the continuation of water service, water service shall be cut off without notice or shall be refused, provided the District shall notify the customer or applicant immediately of the reasons for the **PUBLIC SERVICE COMMISSION OF KENTUCKY** refusal and the corrective action to be taken by the applicant or customer before service can be restored. **EFFECTIVE**

MAR 21 1983

DATE OF ISSUE August 4, 1982
Month Day Year

PURSUANT TO 807 KAR 5:011, SECTION 9(4), 1982
DATE EFFECTIVE BY: [Signature] Year

ISSUED BY [Signature]
S.J. Stokes, Jr., Chairman

200 W. Maple, Nicholasville, KY 40356
Address

For Northwestern Portion of Jessamine County

P.S.C. Ky. No. 2

Original Sheet No. 9

Lexington - South Elkhorn Water District

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

Revised Sheet No. 4

RULES AND REGULATIONS

10. Billing

Bills and notices relating to the conduct of the business of the District will be mailed to the customer at the address listed on the user's agreement unless a change of address has been filed in writing with the District; and the District shall not otherwise be responsible for delivery of any bill or notice nor will the customer be excused from the payment of any bill or any performance required in said notice.

Bills for water service are due and payable at the office of the District, or to any designated agent, on the date of issue. The past due date shall be the tenth day after the date of issue. Bills will be dated and mailed on or about the twentieth (20th) day of each month.

All bills not paid on or before the first of the next month shall be deemed delinquent. When a bill becomes delinquent, the District shall serve a customer a written final notice of said delinquency, and of the intent of the District to discontinue service ten days after the date of such notice unless such bill is paid prior to the expiration of such ten days. If a delinquent bill is not paid within ten days after date of such final notice, the water supply to the customer may be discontinued without further notice; provided, however, if, prior to discontinuance of service, there is delivered to the District, or to its employee empowered to discontinue service, a written certificate signed by a physician, a registered nurse, or a public health officer that, in the opinion of the certifier, discontinuance of service will aggravate an existing illness or infirmity on the affected premises, service shall not be discontinued until the affected resident can make other living arrangements or until ten (10) days elapse from the time of the District's receipt of said certificate. A penalty of 10% of the amount of **PUBLIC SERVICE COMMISSION OF KENTUCKY** shall be levied and payable by the customer on all **EFFECTIVE** not paid within ten (10) days from the date of issue.

MAR 21 1983

PURSUANT TO 807 KAR 5:011.

DATE OF ISSUE August 4, 1982
Month Day Year

SECTION 9 (b)
DATE EFFECTIVE August 4, 1982
Month Day Year

ISSUED BY S.J. Stokes, Jr., Chairman

200 W. Maple, Nicholasville, KY 40356
Address

AREA District's Service Area

P.S.C. KY. NO. 2

5th Revised SHEET NO. 10

Jessamine-South Elkhorn Water District

CANCELLING P.S.C. KY. NO. 2

4th Revised SHEET NO. 10

Revised SHEET NO. 10A

RATES & CHARGES

11. Discontinuance of Service of Customer

Any customer having fulfilled his contract terms and desiring to discontinue the water service to his premises for any reason must give notice of discontinuance in writing or in person at the business office of the District at least three (3) days prior to the date on which the customer desires to discontinue service. If such notice is not given, the customer shall remain liable for all water used and service rendered to such premises by the District until such notice is received by the District.

12. Reconnection Fee

Where the water supply to the customer has been discontinued for non-payment of delinquent bills, a charge of \$13.00 will be made for reconnection of water service, but the reconnection will not be made until all delinquent bills and other charges, if any, owed by the customer to the District have been paid.

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DATE OF ISSUE February 21, 2024
DATE EFFECTIVE March 22, 2024
ISSUED BY /s/ James F. Hall
TITLE Chairman
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. _____ DATED _____

KENTUCKY PUBLIC SERVICE COMMISSION
Linda C. Bridwell Executive Director 
EFFECTIVE 3/22/2024 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

For Northwestern Portion of Jessamine County

P.S.C. Ky. No. 2

Original Sheet No. 11

Lexington - South Elkhorn Water District

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

Original Sheet No. 6

RULES AND REGULATIONS

14. Adjustment Relative to Erroneous Meter

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

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

B. If the result of such tests shows an average error greater than 2% slow, the customer's bill for the period during which the meter error is known to have existed, shall be recomputed and the account adjusted on the basis of the test. If the period during which the meter error existed cannot be determined, then the customer's bill shall be recomputed for one-half (1/2) of the elapsed time since the last previous test, but in no event to exceed 12 months.

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

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

MAR 21 1983

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

DATE OF ISSUE August 4, 1982
Month Day Year

DATE EFFECTIVE August 24, 1982
Month Day Year

ISSUED BY S.J. Stokes, Jr.
S.J. Stokes, Jr., Chairman

200 W. Maple, Nicholasville, KY 40356
Address

FOR _District's Service Area_____

PSC KY NO. _____ 2 _____

__1st Revised__ SHEET NO. _____ 12 _____

JESSAMINE-SOUTH ELKHORN WATER DISTRICT
(NAME OF UTILITY)

CANCELLING PSC KY NO. _____ 2 _____

__Original__ SHEET NO. _____ 12 _____

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15. Meters All meters within the District shall be Sensus, drive by Automated Meter Reading (AMR) consisting of: Sensus SR11 Electronic Plus register, 6' TR/PL cable, CI bottom, 1G Read water meter, with 520M (Single or Dual Port) Meter Transceiving Unit (MXU) with Internal Battery, or latest model.

Subject to the provisions in Section 23, Damage to District's Water System, all meters shall be installed, renewed, and maintained at the expense of the District. The District reserves the right to determine the type and size of meters. The District shall conduct periodic accuracy test of their meters in accordance with the procedure and frequency as stipulated in current Kentucky Public Service Commission rules and regulations.

Upon written request by any customer for an accuracy determination, the District shall test their meter if the request is not made more frequently than once each twelve (12) months. If the meter is determined to be inaccurate, no charge is to be made for the testing, and the District shall adjust the customer's charges in accordance with current Kentucky Public Service Commission rules and regulations. However, upon testing, if the meter is determined to be accurate, the customer shall reimburse the District for the cost of testing, with the exception of district personnel labor costs incurred during normal business hours.

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16. Failure of Meter Where a meter has ceased to register, or meter reading could not be obtained, the quantity of water consumed will be based upon an average of the prior six months' consumption and the conditions of water service prevailing during the period in which the meter failed to register. Should a prior six-month base evaluation period not be available then quantity shall be estimated by District's engineer.

17. Right of Access The customer shall permit the District to lay, maintain, repair, or remove such water lines as are owned by the District and located on the customer's property, with the right of ingress and egress over customer's property. The District's duly authorized representative and/or other duly authorized employee of the State Health Department bearing proper credentials and identification shall be permitted to enter all properties for the purpose of inspection, observation, measurement, sampling and testing in accordance with the provisions of these Rules and Regulations.

The customer shall convey, or cause to be conveyed a perpetual easement and right-of-way to the District across any property owned or controlled by the customer whenever said easement or right-of-way is necessary to enable the District to furnish water service to the customer.

DATE OF ISSUE _____ 11/19/20 _____
MONTH / DATE / YEAR

DATE EFFECTIVE _____ 12/19/20 _____
MONTH / DATE / YEAR

ISSUED BY _____ /s/ L. Nicholas Strong _____
SIGNATURE OF OFFICER

TITLE _____ Chairman _____

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. _____ n/a _____ DATED _____ n/a _____

KENTUCKY PUBLIC SERVICE COMMISSION
Linda C. Bridwell Executive Director

EFFECTIVE 12/19/2020 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

For Northwestern Portion of Jessamine County

P.S.C. Ky. No. 2

Original Sheet No. 13

Lexington - South Elkhorn Water District

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

Original Sheet No. 7

RULES AND REGULATIONS

18. Interruption of Service

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

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

The District shall in no event be held responsible for any claim made against it by reason of the breaking of any mains or service pipes or by reason of any other interruption of the supply of water caused by the failure of machinery or stoppage for necessary repairs or other reason. No person shall be entitled to damages nor a payment refund for any interruption of service which in the opinion of the District may be deemed necessary.

The District shall make all reasonable efforts to eliminate interruption of service and when such interruption occurs will endeavor to re-establish service with the shortest possible delay. When the service is interrupted consumers affected by such interruption will be notified in advance whenever it is possible to do so.

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

BY: *[Signature]*

DATE OF ISSUE August 4, 1982
Month Day Year

DATE EFFECTIVE August 24, 1982
Month Day Year

ISSUED BY *[Signature]*
S.J. Stokes, Jr., Chairman

200 W. Maple, Nicholasville, KY 40356
Address

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
MAR 21 1983

JESSAMINE-SOUTH ELKHORN WATER DISTRICT

19. Boilers and/or Pressure Vessels

Customers having boilers and/or pressure vessels receiving a supply of water from the District must have a reduced pressure backflow preventor and a check valve on the water supply line and a vacuum valve on the stream line to prevent collapse in case the water supply from the District is discontinued or interrupted for any reason, with or without notice. It is the responsibility of the customer to make provisions for protection of his equipment in case of interrupted or intermittent service.

20. Backflow Preventors

All new services shall have a means of backflow prevention, such type and locations subject to approval of the District.

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The District's standard service shall provide said backflow prevention as a part of its service connection. All other services, including but not limited to lawn sprinkler systems, shall have reduced pressure backflow preventors of a type approved by the District and installed at the cost of the customer. Construction of nonpotable water systems or systems carrying any other nonpotable substances shall be such as to prevent backflow or backsiphonage into a potable water system.

21. Cross-Connections/Interconnections

All cross-connections are hereby prohibited. Plumbing fixtures, devices or appurtenances shall be installed in a manner that will prevent any possibility of a cross-connection between the potable water supply system drainage system or other water system.

DATE OF ISSUE November 24, 2015
MONTH / DATE / YEAR

DATE EFFECTIVE December 24, 2015
MONTH / DATE / YEAR

ISSUED BY [Signature]
SIGNATURE OF OFFICER

TITLE [Signature]

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. _____ DATED _____

KENTUCKY
PUBLIC SERVICE COMMISSION

JEFF R. DEROUEN
EXECUTIVE DIRECTOR

TARIFF BRANCH

[Signature]

EFFECTIVE
12/24/2015
 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

For Northwestern Portion of Jessamine County

P.S.C. Ky. No. 2

Original Sheet No. 14A

Cancelling P.S.C. Ky. No. _____

_____ Sheet No. _____

Lexington-South Elkhorn
Water District

RULES AND REGULATIONS

C

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 stock 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 District, or into lines connected therewith, which are used for the conveyance of potable water.

The making, causing or permitting of the installation or existence of and interconnection or cross-connection shall constitute a violation of the rules and Regulations of the District, and such prohibited connection shall be removed forthwith in a manner acceptable to the District 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 District may result in discontinuance of water service.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

AUG 14 1991

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

BY [Signature]
PUBLIC SERVICE COMMISSION MANAGER

Date of Issue July 15 1991
Month Day Year

Date Effective August 14 1991
Month Day Year

Issued By [Signature]
Jerry Haws, Chairman

200 West Maple, Nicholasville, KY 40356
Address

For Northwestern Portion of Jessamine County

P.S.C. Ky. No. 2

Original Sheet No. 14B

Cancelling P.S.C. Ky. No. _____

Sheet No. _____

Lexington-South Elkhorn
Water District

RULES AND REGULATIONS

T 22. Relocation of Water Facility

The District may, at the request of a customer or other person, relocate, change or modify existing District owned equipment, mains or appurtenances. Those requesting shall reimburse District for such changes at actual cost including but not limited to appropriate legal, administrative, engineering and overhead costs.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

AUG 14 1991

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

BY: [Signature]
PUBLIC SERVICE COMMISSION MANAGER

Date of Issue July 15 1991
Month Day Year

Date Effective August 24 1991
Month Day Year

Issued By [Signature]
Jerry Haws, Chairman

200 West Maple, Nicholasville, KY 40356
Address

For Northwestern Portion of Jessamine County

P.S.C. Ky. No. 2

Original Sheet No. 15

Lexington - South Elkhorn Water District

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

Original Sheet No. 7

RULES AND REGULATIONS

23. Damage to District's Water System

No person shall break, damage, destroy, uncover, deface, tamper with, or otherwise alter any structure, appurtenance, equipment, or other property which is a part of the District's water works. Any person violating this provision shall be subject to immediate arrest and/or discontinuation of water service and shall pay all costs of repairing or replacing the property including but not limited to all overhead expenses.

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

Any damage or injury to persons or property caused by or resulting from the acts of the customer or any other individual in relation to the District's property shall be paid by the customer or other individual including but not limited to all loss, costs and expenses, including attorneys fees and court costs. Said customer or other individual shall indemnify the District from all loss, cost, and expense, including but not limited to attorneys fees and court costs, resulting from or caused by the aforementioned acts.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

MAR 21 1983

24. Additional Load

The service connection supplied by the District for each customer has a definite capacity, and no addition to the equipment connected thereto shall be allowed except by consent of the District. Failure to give notice of additions or changes in load, and to obtain the District's consent for same, shall render the customer liable to the District for all loss, cost, and expense, including but not limited to attorneys fees and court costs, for any damage to any of the District's lines or equipment caused by the additional or changed installation.

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

DATE OF ISSUE August 4, 1982
Month Day Year

DATE EFFECTIVE August 24, 1982
Month Day Year

ISSUED BY S.J. Stokes, Jr.
S.J. Stokes, Jr., Chairman

200 W. Maple, Nicholasville, KY 40356
Address

FOR ENTIRE AREA SERVED _____

PSC KY NO. 2

REVISED SHEET NO. 16

JESSAMINE-SOUTH ELKHORN WATER DISTRICT
(NAME OF UTILITY)

CANCELLING PSC KY NO. _____

ORIGINAL SHEET NO. 16

25. Notice of Trouble

Customer shall notify the District immediately should the service be unsatisfactory for any reason, or should there be any defects, trouble or accidents affecting the supply of water. Such notices, if verbal, shall be confirmed in writing.

26. Distribution Extensions

Any person desiring an extension to the District's system shall request in writing, in a form approved by District, for such extension. Failure to make the request per the District's approved form (see, Appendix, "Request for Extension") shall entitle the District to withhold service to the extension. Any requested extension may be provided under one of the following options.

(N)
↓

Option I – District shall construct such extension under authority and procedure as stipulated in Public Service Commission Regulation 807 KAR 5:066. Any extension made under this option shall be subject to refund as outlined in said regulation.

(T)

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

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


DATE OF ISSUE 9/13/19
MONTH / DATE / YEAR

DATE EFFECTIVE 10/13/19
MONTH / DATE / YEAR

ISSUED BY /s/ L. Nicholas Strong
SIGNATURE OF OFFICER

TITLE Chairman

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

KENTUCKY PUBLIC SERVICE COMMISSION
Gwen R. Pinson Executive Director

EFFECTIVE 10/13/2019 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

For Northwestern Portion of Jessamine County

P.S.C. Ky. No. 2

Original Sheet No. 17

Lexington - South Elkhorn Water District

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

Original Sheet No. 10

RULES AND REGULATIONS

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

All taps and connections to the extended line shall be made by and/or under the direction and supervision of District personnel.

27. Complaints

Complaints may be made to the operator of the system whose decision may be appealed to the District Commissioners. Such appeal shall be in writing within ten (10) days of date of decision by operator which shall also be in writing and dated, stating the nature of the complaint and supporting evidence. Decisions by the District's Commissioners are final subject only to appeal to the Public Service Commission according to the procedures of that body.

28. Sale of Water

Water furnished by the District may be used for domestic consumption by the customer's household or business, subject to special service agreements. The customer shall not sell, donate, give or allow use of such water by anyone except those members of his household or his business whichever is applicable.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

MAR 21 1983

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

BY: *[Signature]*

DATE OF ISSUE August 4, 1982
Month Day Year

DATE EFFECTIVE August 24, 1982
Month Day Year

ISSUED BY *[Signature]*
S.J. Stokes, Jr., Chairman

200 W. Maple, Nicholasville, KY 40356
Address

For Northwestern Portion of Jessamine County

P.S.C. Ky. No. 2

Original Sheet No. 18

Lexington - South Elkhorn Water District

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

Sheet No. _____

RULES AND REGULATIONS

29. Special User Agreements for Nonstandard Service

Each prospective customer requesting a nonstandard service shall execute to the District an agreement for special service. The standard forms for Agreement for Special Service are attached as Appendix A and are as follows:

Agreement for Multi-Family Development,
Master Meter (MFDMM-0481)

Agreement for Multi-Family Development,
Units with Individual Meters (MFDI-0481)

Agreement for Mobile Home Park Service,
Master Meter (MHPMM-0481)

Agreement for Mobile Home Park Service,
Sites with Individual Meters (MHPI-0481)

Agreement for Special Service,
Fire Hydrant (FHF-0481)

Agreement for Special Service,
Sprinkler System and Fire Service Connection (SSF-0481)

Agreement for Special Service,
Nonstandard Size Meter (NSM-0481)

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

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

MAR 21 1983

PURSUANT TO 807 KAR 5:011,

SECTION 7(1)

PY: *[Signature]*

DATE OF ISSUE August 4, 1982
Month Day Year

DATE EFFECTIVE August 24, 1982
Month Day Year

ISSUED BY *[Signature]*
S.J. Stokes, Jr., Chairman

200 W. Maple, Nicholasville, KY 40356
Address

Jessamine-South Elkhorn Water District

AREA_ District's Service Area
PSC KY NO. 2
2nd Revised SHEET NO. 19
CANCELLING PSC KY NO. 2
1st Revised SHEET NO. 19

RATES & CHARGES

30. Contributions In Aid Of Construction

The District may, at its option, accept contributions in aid of construction including but not limited to customer financed extensions to its water system. In addition, such contributions in aid of construction may consist of cash donations, in any amount, which the District may, at its option, apply to expenses of an extension or other projects. The acceptance by the District of contributions in aid of construction entitles no one to a refund and none shall be made.

31. Taps and Connections


All taps and connections to the mains of the District shall be made by and/or under the supervision and direction of District personnel.

32. Returned Check Charge

A \$12.00 charge shall be levied and paid by the customer to the District on each check (R) of the customer "returned" for whatever reason.

DATE OF ISSUE September 23, 2022

DATE EFFECTIVE September 22, 2022

ISSUED BY 

TITLE Chairman

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. 2022-00050 DATED September 23, 2022

KENTUCKY PUBLIC SERVICE COMMISSION
Linda C. Bridwell Executive Director

EFFECTIVE 9/22/2022 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

For Northwestern Portion of Jessamine County

P.S.C. Ky. No. 2

Original Sheet No. 20

Lexington - South Elkhorn Water District

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

N/A Sheet No. N/A

RULES AND REGULATIONS

33. The District may, at its option, upon request from District's customer provide to the customer the service of obtaining water from District's existing hydrants. Customer shall pay for water delivered separate from their regular bill at the rate shown by District's current tariff. Volume of water delivered shall be determined by District's personnel using 7.5 gallons/cu. ft. conversion, or portable meter, whichever is applicable.

All connections to hydrant, water turn-on and delivery shall be conducted by District's personnel and customer shall reimburse District for full cost of same in addition to payment for water used.

A money deposit, as estimated by the District to cover all cost, shall be made by the customer prior to service. Upon completion of service by the District customer shall pay any amounts owing or District shall return credit of customer's deposit. In accordance with 807 KAR 5:006, Section 7.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

NOV 25, 1985

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

BY: Sharon Keller
PUBLIC SERVICE COMMISSION MANAGER

DATE OF ISSUE November 5, 1985
Month Day Year

DATE EFFECTIVE November 25, 1985
Month Day Year

ISSUED BY S.J. Stokes, Jr.
S.J. Stokes, Jr., Chairman

200 W. Maple, Nicholasville, KY 40356
Address

FOR: NORTHWESTERN JESSAMINE COUNTY

P.S.C. NO. _____

ORIGINAL SHEET NO. 3B

CANCELLING P.S.C. NO. _____

_____ SHEET NO. _____

JESSAMINE SOUTH ELKHORN
WATER DISTRICT

CLASSIFICATION OF SERVICE

Funded Expansion Projects

N All customers of the District that have water service available to them as a result of RD, HUD-CBDG or other funded projects, and who requested service as part of that project, shall pay the minimum monthly water bill for a period of 12 months from the date when their meter is set regardless of whether or not they connect a service line to the meter box and regardless of whether or not they request removal of the meter during that 12 month period.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

NOV 05 2000

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

BY: Stephan D. Bell
SECRETARY OF THE COMMISSION

DATE OF ISSUE: October 6, 2000

DATE EFFECTIVE: November 5, 2000

ISSUED BY Gary M. Hill

TITLE: Chairman

FOR District's Service Area

PSC KY NO. 2

1st Revised SHEET NO. 38

JESSAMINE-SOUTH ELKHORN WATER DISTRICT
(NAME OF UTILITY)

CANCELLING PSC KY NO. 2

SHEET NO. 38

35. LEAK ADJUSTMENTS:

PSC Rules and Regulations do not require a utility to offer a leak adjustment, although a utility may choose to offer such a policy. This utility chooses to offer a leak adjustment under the following conditions:

1. The customer must request a leak adjustment in writing to the utility.
2. A customer must show the existence and repair of the leak by providing at least one of the following: a written statement, a plumber's statement, invoices for materials and labor, or sworn affidavits from persons with knowledge of the leak's existence and repair. T
↓
3. The customer bill will be based on two components. The first step will be to calculate the customer's average monthly usage over the prior twelve-month period. The second step will be to deduct the customer's average monthly usage (as calculated above) from the total amount of water that passed through the meter. The usage calculated in step one will be billed at the utility's regular rates, while the remaining usage will be charged at the leak adjustment rate as shown below. All water passing through the meter must be accounted and paid for by the customer. Therefore, the customer will owe the amount of his/her average bill plus the amount due for the remaining water billed at the leak adjustment rate.
4. The leak adjustment rate will be the rate the district pays for water plus ten percent (10%).
5. If meter readings are not available for an entire twelve-month period, the water bill will be estimated by the utility, subject to an upward or downward adjustment once a twelve-month average of actual meter readings can be calculated.
6. Only 1 leak adjustment will be made for a specific service location during any given 5-year period. Leaks can be adjusted for no more than two billing periods at a time. T
↓
7. There will be no adjustments for irrigation water losses.

DATE OF ISSUE 5/10/23
MONTH / DATE / YEAR

DATE EFFECTIVE 5/19/23
MONTH / DATE / YEAR

ISSUED BY /s/ James F. Hall
SIGNATURE OF OFFICER

TITLE Chairman

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

**KENTUCKY
PUBLIC SERVICE COMMISSION**

Linda C. Bridwell
Executive Director



**EFFECTIVE
5/19/2023**

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

FOR ENTIRE AREA SERVED _____

PSC KY NO. 2

Original SHEET NO. 39

JESSAMINE-SOUTH ELKHORN WATER DISTRICT
(NAME OF UTILITY)

CANCELLING PSC KY NO. _____

_____ SHEET NO. _____

[In light of Ordinance found at FC82, PG521 in the Office of the Jessamine County Clerk, pertaining to fees collected by Water Utilities in order to fund County E-911, passed by the Jessamine Fiscal Court on January 29, 2019, JSEWD adopts the following.]

MISCELLANEOUS FEES

There shall be added to the customer's bill, listed as a separate line item, an amount equal to any fee, tax, assessment, etc., now or hereafter imposed by local legislative authorities, whether by ordinance, franchise or other means. Such amount shall be added exclusively to bills of customers receiving service within the territorial limits of the authority imposing the fee.

(N)

Where more than one such fee is imposed, each of the charges applicable to each customer shall be added to the customer's bill and listed as separate line items.

Where the local legislative authority imposes a flat, fixed amount on the Jessamine-South Elkhorn Water District, the fee applied to the bills of customers receiving service within the territorial boundaries of that authority, shall be in the form of a flat dollar amount.

The amount of such fee added to the customer's bill shall be determined in accordance with the terms of the ordinance, franchise or other directive agreed to by Jessamine-South Elkhorn Water District.

DATE OF ISSUE 2/15/19
MONTH / DATE / YEAR

DATE EFFECTIVE 3/17/19
MONTH / DATE / YEAR

ISSUED BY /s/ L. Nicholas Strong
SIGNATURE OF OFFICER

TITLE Chairman

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

KENTUCKY PUBLIC SERVICE COMMISSION
Gwen R. Pinson Executive Director

EFFECTIVE 3/17/2019 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

FOR Northwestern/Southeast Jessamine Co.
Community, Town or City

P.S.C. KY. NO. _____

_____ SHEET NO. _____

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

_____ SHEET NO. _____

Jessamine South Elkhorn Water District
(Name of Utility)

RULES & REGULATIONS

FIRE DEPARTMENTS:

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

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

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

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

A non-reporting user shall also be assessed a penalty of \$ 500.00 for each failure to submit a report in a timely manner.

DATE OF ISSUE August 11, 2008
Month / Date / Year

DATE EFFECTIVE October 1, 2008
Month / Date / Year

ISSUED BY [Signature]
(Signature of Officer)

TITLE Chairman

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

**PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
10/1/2008
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)**
By [Signature]
Executive Director

LEXINGTON-SOUTH ELKHORN WATER DISTRICT
200 WEST MAPLE STREET
NICHOLASVILLE, KY. 40356
(606) 885-9314

P.S.C. NO. 9

Original SHEET NO. 4

CANCELLING P.S.C. NO. N.A.

SHEET NO. _____

CLASSIFICATION OF SERVICE RATE PER UNIT

LEXINGTON-SOUTH ELKHORN WATER DISTRICT
200 W. MAPLE ST., NICHOLASVILLE, KY. 40356

RETURN POSTAGE GUARANTEED

MESSAGE _____

LOCATION _____

PLEASE RETURN THIS STUD WITH YOUR PAYMENT

ACCOUNT NO.	FROM	TO	DUE

CD	PRESENT	PREVIOUS	USAGE	CURR CHG

AMOUNT REMITTED: _____

BAL. FWD.	THIS BILLING	TOTAL DUE	ACCOUNT	DUE

THIS BILL DUE UPON RECEIPT -- 10% PENALTY AFTER 30TH OF MONTH
RETAIN THIS PORTION FOR YOUR RECORDS

TOTAL DUE →

PHONE 885-9314
EMERGENCY PHONE 885-6578

CODE EXPLANATION

WA Water
WO Utility Tax
Current Tax Sales Tax

USAGE BLOCKS	MONTHLY RATES
5/8 INCH & 3/4 INCH METERS	
FIRST 2,000 gallons	\$16.55 Minimum
NEXT 2,000 gallons	4.25 per 1,000 gallons
NEXT 2,000 gallons	3.80 per 1,000 gallons
NEXT 10,000 gallons	3.55 per 1,000 gallons
NEXT 8,000 gallons	3.28 per 1,000 gallons
OVER 24,000 gallons	3.00 per 1,000 gallons
1 INCH METERS	
FIRST 10,000 gallons	\$46.85 Minimum
NEXT 6,000 gallons	3.55 per 1,000 gallons
NEXT 8,000 gallons	3.28 per 1,000 gallons
OVER 24,000 gallons	3.00 per 1,000 gallons
2 INCH METERS	
FIRST 24,000 gallons	\$94.39 Minimum
OVER 24,000 gallons	3.00 per 1,000 gallons

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

DATE ISSUED February 17, 1993

DATE EFFECTIVE September 8, 1992
MAR 24 1993

ISSUED BY Jerry M. Haws

TITLE Jerry M. Haws, Chairman

Issued by authority of an Order of the Public Service Commission of Kentucky in

Case No. _____ dated _____

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

"APPENDIX"

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

MAR 21 1983

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

BY: *J. J. Adson*

AGREEMENT FOR MULTI-FAMILY DEVELOPMENT

MASTER METER

This agreement, dated this ____ day of _____, 19____, between _____, hereinafter called "DEVELOPER", and LEXINGTON-SOUTH ELKHORN WATER DISTRICT, hereinafter called "DISTRICT"

WITNESSETH:

WHEREAS, DISTRICT has undertaken to establish and operate a central water system for domestic, livestock, lawn, garden and other uses not including fire protection services; and

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

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

1. DEVELOPER agrees to:

A. Take the necessary action to have the multi-family development plan approved by the appropriate City or County, Planning and Zoning Boards. A copy of the plan showing such approval is attached hereto;

B. Obtain the approval of the Kentucky Department of Housing, Buildings and Construction, Division of Plumbing, of the multi-family development plan, showing the location and size of the proposed pipelines and appurtenances;

C. Design and install the pipelines and appurtenances in accordance with specifications of the DISTRICT'S existing or planned system and in accordance with the minimum requirements of the District's Rules, Regulations, and Specifications;

D. Pay all costs of materials and installation of the proposed lines, including any lines and appurtenances outside the multi-family development area, which may be needed to tie into the existing DISTRICT'S waterlines. This includes para 8 of the Public Service Commission of Kentucky, effective replacing DISTRICT'S waterlines in order to tie into a main line of sufficient size to provide an adequate amount of water to the multi-family development area. The foregoing shall be subject, however, to any applicable provisions of the Kentucky Administrative Regulations of the Public Service Commission;

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
MAR 21 1983
PURSUANT TO 807 KAR 5:011,
SECTION 9 (1)

BY: *J. Jackson*

E. Convey to the DISTRICT, unencumbered fee simple title to any and all lines installed by the DEVELOPER between the DISTRICT'S main to and including the master meter vault;

F. Pay to the DISTRICT the tap fee and meter deposit as required by the governing body of the DISTRICT;

G. Maintain all lines and appurtenances from the master meter throughout the multi-family development area; and

H. Pay the DISTRICT for water used, based on the larger of:

(1) The number of housing units times the minimum water charge per unit, based on a 3/4" meter minimum charge, or;

(2) An amount based upon the actual amount of water used, and this amount shall be determined by figuring the average gallons used per housing unit, based upon the actual total gallons used in the development, and applying the existing rate schedule to this average usage to produce an average bill per unit. The total bill shall be the sum produced by multiplying the average bill per unit times the total number of housing units in the development.

2. DISTRICT agrees to:

A. Permit one master meter vault at a point adjacent to the multi-family development area;

B. Install the master meter after payment of the required fees for said water tap and meter;

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

DEVELOPER

LEXINGTON-SOUTH ELKHORN
WATER DISTRICT

BY: _____

BY: _____

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

MAR 21 1983

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

BY: *Hadden*

AGREEMENT FOR MULTI-FAMILY DEVELOPMENT
UNITS WITH INDIVIDUAL METERS

This agreement, dated this _____ day of _____, 19____, between _____, hereinafter called "DEVELOPER", and LEXINGTON-SOUTH ELKHORN WATER DISTRICT, hereinafter called "DISTRICT"

WITNESSETH:

WHEREAS, DISTRICT has undertaken to establish and operate a central water system for domestic, livestock, lawn, garden and other uses not including fire protection services; and

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

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

1. DEVELOPER agrees to:

A. Take the necessary action to have the multi-family development plan approved by the appropriate County or City Planning and Zoning Boards. A copy of the plan showing such approval is attached hereto;

B. Obtain the approval of the Kentucky Department of Housing, Buildings and Construction, Division of Plumbing, of the multi-family development plan, showing the location and size of the proposed pipelines and appurtenances;

C. Design and install the pipelines and appurtenances in accordance with specifications of the DISTRICT'S existing or planned system and in accordance with the minimum requirements of the District's Rules, Regulations and Specifications.

D. Pay all costs of materials and installation of the proposed lines, including any lines and appurtenances outside the multi-family development area, which may be needed to tie into the existing DISTRICT'S waterlines. This includes paralleling or replacing DISTRICT'S waterlines in order to tie into a main line of sufficient size to provide an adequate amount of water within the multi-family development area. The foregoing shall be subject, however, to any applicable provisions of the Kentucky Administrative Regulations of the Public Service Commission

E. Pay to the DISTRICT the tap fee as required by the governing body of the DISTRICT; and

F. Convey to the DISTRICT unencumbered fee simple title to

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

MAR 21 1983

PURSUANT TO 807 KAR 5:011,

SECTION 9(1)

BY: *J. Jackson*

the pipeline distribution system and appurtenances installed by the DEVELOPER up to and including the individual meters, after the system has been installed and has been tested and found to be acceptable to the DISTRICT.

2. DISTRICT agrees to:

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

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

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

DEVELOPER

LEXINGTON-SOUTH ELKHORN
WATER DISTRICT

BY: _____

BY: _____

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

MAR 2 1 1983

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

BY: *J. Jackson*

AGREEMENT FOR MOBILE HOME PARK SERVICE

MASTER METER

This agreement, dated this ___ day of _____, 19__ ,
between _____, hereinafter called "DEVELOPER", and
LEXINGTON-SOUTH ELKHORN WATER DISTRICT, hereinafter called
"DISTRICT";

W I T N E S S E T H:

WHEREAS, DISTRICT has undertaken to establish and operate a
central water system for domestic, livestock, lawn, garden and
other uses not including fire protection services; and

WHEREAS, DEVELOPER has undertaken to establish a mobile home
park for the sale or rental of mobile home sites within the
DISTRICT'S service area and desires that water services be
provided to such mobile home park;

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

1. DEVELOPER agrees to:

A. Take the necessary action to have the mobile home park
plat approved by the appropriate County or City Planning and
Zoning Boards. A copy of the plat showing such approval is
attached hereto.

B. Obtain the approval of the Kentucky Department of
Housing, Buildings, and Construction of the mobile home park plat,
showing the location and size of the proposed pipelines and
appurtenances;

C. Design and install the pipelines and appurtenances in
accordance with specifications of the DISTRICT'S existing or
planned system and in accordance with the minimum requirements of
the District's Rules, Regulations, and Specifications;

D. Pay all costs of materials and installation of the
proposed lines, including any lines and appurtenances outside the
mobile home park, which may be needed to tie into the existing
DISTRICT'S waterlines. This includes paralleling or replacing
DISTRICT'S waterlines in order to tie into a main line of
PUBLIC SERVICE COMMISSION
OF KENTUCKY.
EFFECTIVE

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PURSUANT TO 807 KAR 5:011,

SECTION 9 (1)

BY: J. Jackson

sufficient size to provide an adequate amount of water within the mobile home park. The foregoing shall be subject, however, to any applicable provisions of the Kentucky Administrative Regulations of the P.S.C.;

E. Convey to the DISTRICT unencumbered fee simple title to any and all lines installed by the DEVELOPER between the DISTRICT'S main to and including the master meter vault;

F. Pay to the DISTRICT the tap fee and meter deposit as required by the governing body of the DISTRICT;

G. Maintain all lines and appurtenances from the master meter throughout the mobile home park.

H. Pay the DISTRICT for water used, based on the larger of:

(1) The number of mobile home sites in the park times the minimum water charge per unit, based on a 3/4" meter minimum charge, or;

(2) An amount based upon the actual amount of water used; and this amount shall be determined by figuring the average gallons used per mobile home site, based upon the actual total of gallons used in the park, and applying the existing rate schedule to this average usage to produce an average bill per site. The total bill shall be the sum produced by multiplying the average bill per site times the total number of mobile home sites in the park.

2. DISTRICT agrees to:

A. Permit one master meter vault at a point adjacent to the mobile home park;

B. Install the master meter after payment of the required fees for said water tap and meter;

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

DEVELOPER

LEXINGTON-SOUTH ELKHORN
WATER DISTRICT

BY: _____

BY: _____

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

MAR 21 1983

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

BY: 

AGREEMENT FOR MOBILE HOME PARK SERVICE
SITES WITH INDIVIDUAL METERS

This agreement, dated this ___ day of _____, 19___, between _____, hereinafter called "DEVELOPER", and LEXINGTON-SOUTH ELKHORN WATER DISTRICT, hereinafter called "DISTRICT";

W I T N E S S E T H:

WHEREAS, DISTRICT has undertaken to establish and operate a central water system for domestic, livestock, lawn, garden and other uses not including fire protection services; and

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

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

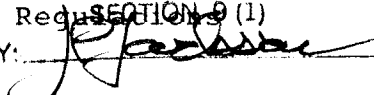
1. DEVELOPER agrees to:

A. Take the necessary action to have the mobile home park plat approved by the appropriate County or City Planning and Zoning Boards. A copy of the plat showing such approval is attached hereto;

B. Obtain the approval of the Kentucky Department of Housing, Building and Construction, Division of Plumbing, of the mobile home park plat, showing the location and size of the proposed pipelines and appurtenances;

C. Design and install the pipelines and appurtenances in accordance with specifications of the DISTRICT'S existing or planned system and in accordance with the minimum requirements of the District's Rules, Regulations and Specifications;

D. Pay all costs of materials and installation of proposed lines, including any lines and appurtenances outside the mobile home park, which may be needed to tie into the existing DISTRICT'S waterlines. This includes paralleling or replacing DISTRICT'S waterlines in order to tie into a main line of sufficient size to provide an adequate amount of water within the mobile home park. The foregoing shall be subject, however, to any applicable provisions of the Kentucky Administrative Regulations of the Public Service Commission.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
MAR 21 1983
PURSUANT TO 807 KAR 5:011,
SECTION 9 (1)
BY: 

E. Pay to the DISTRICT, a tap fee for each meter installed, as required by the governing body of the DISTRICT; and

F. Convey to the DISTRICT unencumbered fee simple title to the pipelines distribution system and appurtenances installed by the Developer, up to and including the individual meters, after the system has been installed, and have been tested and found to be acceptable to the DISTRICT.

2. DISTRICT agrees to:

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

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

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

DEVELOPER

LEXINGTON-SOUTH ELKHORN
WATER DISTRICT

BY: _____

BY: _____

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

MAR 21 1983

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

BY: J. Jacobson

AGREEMENT FOR SPECIAL SERVICE

FIRE HYDRANT

This agreement, dated this ___ day of _____, 19___, between _____, hereinafter called "USER", and LEXINGTON-SOUTH ELKHORN WATER DISTRICT, hereinafter called "DISTRICT";

W I T N E S S E T H:

WHEREAS, DISTRICT has undertaken to establish and operate a central water system for domestic, livestock, lawn, garden, and other uses not including fire protection services; and

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

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

1. USER agrees to:

A. Take the necessary steps to have fire protection plans and specifications approved by the appropriate City, County and State Agencies. A copy of the approved plans and specifications are attached hereto;

B. Obtain the approval of the Kentucky Department of Housing, Buildings, and Construction, Division of Plumbing, for the proposed means of prevention of cross-connection or backflow prevention and other pertinent approvals. A copy of such approval is attached;

C. USER warrants that the system will be maintained in a good and correct condition preventing water loss or contamination of the DISTRICT'S facilities. Should USER fail to ~~maintain or adequately protect the interest of the DISTRICT,~~ ^{PUBLIC SERVICE COMMISSION} ~~the DISTRICT may, without notice or recourse, terminate service to~~ ^{KENTUCKY.} ~~USER.~~ ^{EFFECTIVE} USER agrees to pay for water loss due to line breaks or equipment failure based on DISTRICT'S engineers estimate. ^{MAR 21 1983}

D. Design and install the pipelines and appurtenances in accordance with specifications of the DISTRICT'S ~~expansion~~ ^{PURSUANT TO 807 KAR 5:011,} planned system and in accordance with the minimum requirements ~~of~~ ^{SECTION 9(1)} the District's Rules, Regulations, and Specifications; *J. J. [Signature]*

E. Pay all costs of materials and installation of the proposed lines, including any lines and appurtenances outside the USER'S property, which may be needed to tie into the existing DISTRICT'S waterlines. This includes paralleling or replacing DISTRICT'S waterlines in order to tie into a main line of sufficient size to provide an adequate design pressure and volume at the point of connection to DISTRICT'S main line. The foregoing shall be subject, however, to any applicable provisions of the Kentucky Administrative Regulations of the P.S.C.;

F. Convey to the DISTRICT unencumbered fee simple title to any and all lines installed by the USER between the DISTRICT'S main to and including the main fire hydrant;

G. Make provision for payment of tap fees and annual services charges to the DISTRICT;

H. Pay the DISTRICT for services and potential services rendered the USER, as a result of USER having available such water, as currently available when needed by being connected to DISTRICT'S lines, a fee as hereinafter set out. It is mutually agreed and understood that fee stated hereinafter is for one (1) service tap only and any additional tap or service to USER'S property or facility will be contracted for by execution of a separate agreement; and

LOCATION _____

CONNECTION & TAP-ON FEE _____

I. USER agrees to indemnify and hold it harmless any claim for damages and/or any loss suffered by the USER including but not limited to attorney's fees and court costs, because of nonavailability of water, loss of pressure, reduced flow, or any other act, omission or responsibility of/by the DISTRICT.

2. DISTRICT agrees to:

A. Permit a fire hydrant at a point adjacent or near the USER'S facility.

B. Provide water service in accordance with the DISTRICT'S By-Laws, Rules and Regulations, and Policies.

C. Water service will be provided after the installation is complete and title to all lines and appurtenances between the DISTRICT'S mains and including the fire hydrant has vested in the DISTRICT. It is mutually agreed and understood that if service is dependant on extension or construction of a new main by DISTRICT, that service by DISTRICT will not be available until such construction is complete; and

D. DISTRICT will maintain and operate that part of the system which USER has vested title to DISTRICT.

E. It is further understood and agreed that DISTRICT, in no way, guarantees or implies that DISTRICT'S system is adequate for fire protection. DISTRICT only offers to USER such service as the availability of water and pressure as may exist, at the exact time when USER demands. Further, DISTRICT does not agree in fact that design pressures and flows will not change, in fact DISTRICT expects to add additional customers and expects that pressure will decrease.

PUBLIC SERVICE COMMISSION
OF KENTUCKY

EFFECTIVE

MAR 21 1983

PURSUANT TO 807 KAR 5:011,
SECTION 9.11

Ryt [Signature]

F. It is mutually agreed and understood that the distribution system installed, or to be installed by DISTRICT, is basically a water distribution system for a residential, potable water supply and design for fire protection has in no way been considered, nor does DISTRICT warrant non-interruption of service.

USER

LEXINGTON-SOUTH ELKHORN
WATER DISTRICT

BY: _____

BY: _____

PUBLIC SERVICE COMMISSION
OF KENTUCKY,
EFFECTIVE

MAR 21 1983

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

BY: *J. Gibson*

AGREEMENT FOR SPECIAL SERVICE

SPRINKLER SYSTEM AND FIRE SERVICE CONNECTION

This agreement, dated this ___ day of _____, 19__ ,
between _____, hereinafter called "USER", and
LEXINGTON-SOUTH ELKHORN WATER DISTRICT, hereinafter called
"DISTRICT";

W I T N E S S E T H:

WHEREAS, DISTRICT has undertaken to establish and operate a central water system for domestic, livestock, lawn, garden and other uses not including fire protection services; and

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

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

1. USER agrees to:

A. Take the necessary steps to have fire protection plans and specifications approved by the appropriate City, County and State Agencies. A copy of the approved plans and specifications are attached hereto;

B. Obtain the approval of the Kentucky Department of Housing, Buildings, and Construction, Division of Plumbing, of the proposed means of prevention of cross-connection or backflow prevention and other pertinent approvals. A copy of such approval is attached;

C. USER warrants that the system will be maintained in a good and correct condition preventing water loss or contamination of DISTRICT'S facilities. Should USER fail to properly maintain or adequately protect the interest of the DISTRICT, the DISTRICT may, without notice or recourse, terminate service to USER. USER agrees to pay for water loss due to line breaks or equipment failure based on DISTRICT'S engineers estimate;

D. Design and install the pipelines and appurtenances in accordance with specifications of the DISTRICT'S existing or planned system and in accordance with the minimum requirements of the District's Rules, Regulations and Specifications.

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

BY: _____

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
MAR 21 1983

[Handwritten Signature]

E. Pay all costs of materials and installation of the proposed lines, including any lines and appurtenances outside the USER'S property, which may be needed to tie into the existing DISTRICT'S waterlines. This includes paralleling or replacing DISTRICT'S waterlines in order to tie into a main line of sufficient size to provide an adequate design pressure and volume at the point of connection to DISTRICT'S main line. The foregoing shall be subject, however, to any applicable provisions of the Kentucky Administrative Regulations of the Public Service Commission;

F. Make provision for payment of tap fees and annual services charges to the DISTRICT;

G. Convey to the DISTRICT unencumbered fee simple title to the pipeline distribution system and appurtenances installed by the USER between the DISTRICT'S main to and including the main valve pit;

H. Pay the DISTRICT for services and potential services rendered the USER, as a result of USER having available such water, as currently available when needed by being connected to DISTRICT'S lines, a fee as hereinafter set out. It is mutually agreed and understood that the fee stated hereinafter is for one (1) service tap only and any additional tap or service to USER'S property or facility will be contracted for by execution of a separate agreement; and

SIZE OF SERVICE _____
LOCATION _____
CONNECTION & TAP-ON FEE _____

I. USER agrees to indemnify the District and hold it harmless from any claim for damages and/or loss suffered by the USER, including but not limited to attorney's fees and court costs, because of nonavailability of water, loss of pressure, reduced flow, or any other act, omission or responsibility of/by the DISTRICT.

2. DISTRICT agrees to:

A. Permit a valve vault at a point adjacent or near the USER'S facility;

B. Provide water service in accordance with the DISTRICT'S By-Laws, Rules and Regulations, and Policies;

C. Water service will be provided after the installation is complete and title to all lines and appurtenances between the DISTRICT'S mains and including the valve vault has vested in the DISTRICT. It is mutually agreed and understood that ~~the~~ ^{PUBLIC SERVICE COMMISSION} ~~dependant~~ ^{OF KENTUCKY} on extension or construction of a new main by DISTRICT, that service by DISTRICT will not be available until such ^{EFFECTIVE} construction is complete;

D. DISTRICT will maintain and operate that part of ^{MAR 21 1983} the system to which USER has vested title in the DISTRICT;

E. It is further understood and agreed that ^{PURSUANT TO 807 KAR 5:011,} ~~the~~ ^{SECTION 8(1)} way, guarantees or implies that DISTRICT'S system is adequate for fire protection. DISTRICT only offers to USER such ^{service} ~~service~~ availability of water and pressure as may exist, at the exact time when USER demands. Further, DISTRICT does not agree nor warrant

that design pressures and flows will not change, in fact, DISTRICT expects to add additional customers and expects that flow and pressure will decrease;

F. It is mutually agreed and understood that the distribution system installed, or to be installed by DISTRICT, is basically a water distribution system for a residential, potable water supply and design for fire protection has in no way been considered, nor does DISTRICT warrant non-interruption of service.

USER

LEXINGTON-SOUTH ELKHORN
WATER DISTRICT

BY: _____

BY: _____

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

MAR 21 1983

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

BY: *J. Johnson*

AGREEMENT FOR SPECIAL SERVICENONSTANDARD SIZE METER

This agreement, dated this ___ day of _____, 19__ ,
 between _____, hereinafter called "CUSTOMER", and
 LEXINGTON-SOUTH ELKHORN WATER DISTRICT, hereinafter called
 "DISTRICT";

W I T N E S S E T H :

WHEREAS, DISTRICT has undertaken to establish and operate a central water system for domestic, livestock, lawn, garden and other uses not including fire protection services, and has as its standard domestic service connection a 5/8" X 3/4" size meter; and

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

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

1. CUSTOMER agrees to:

A. Take the necessary action to obtain the approval for the special service connection by the appropriate County and City Department of Public Health, where applicable, and the Department of Building and Construction, Division of Plumbing, of a plan showing the location and size of the proposed pipelines and appurtenances, as well as cross-connection protection;

B. Design and install the pipeline and appurtenances in accordance with approved plans and specifications from CUSTOMER'S premises to DISTRICT'S waterlines and in accordance with the minimum requirements of the District's Rules, Regulations, and Specifications.

C. Pay all costs of materials and installation of the proposed lines which may be needed to tie into the DISTRICT'S waterlines. The foregoing shall be subject, **PUBLIC SERVICE COMMISSION OF KENTUCKY REGULATIONS EFFECTIVE** applicable provisions of the Kentucky Administration of Regulations of the PSC; and

MAR 21 1983

PURSUANT TO 807 KAR 5:011,

SECTION 9 (1)

BY: *J. Jackson*

D. Pay to the DISTRICT the tap fee and meter deposit as required by the governing body of the DISTRICT. The size meter and tap fee agreed shall be as follows:

Meter Size _____ Tap-on Fee \$ _____
Service Location _____

2. DISTRICT agrees to:

A. Permit one nonstandard size meter at a point adjacent to the CUSTOMER'S premises;

B. Install the meter after payment of the required fees for said water tap and meter; and

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

CUSTOMER

LEXINGTON-SOUTH ELKHORN
WATER DISTRICT

BY: _____

BY: _____

PUBLIC SERVICE COMMISSION
OF KENTUCKY,
EFFECTIVE

MAR 21 1983

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

BY: J. Jackson

WATER USER AGREEMENT
STANDARD METER SERVICE

THIS AGREEMENT, dated this _____ day of _____, 20____ between _____, herein called "CUSTOMER", and JESSAMINE-SOUTH ELKHORN WATER DISTRICT, herein called "DISTRICT";

W I T N E S S E T H:

WHEREAS, DISTRICT has undertaken to establish and operate a central water distribution system for domestic, livestock, lawn, small garden, and other uses, but not including (among other prohibited uses) crop irrigation and pond filling; and WHEREAS, the CUSTOMER desires to purchase water services from the DISTRICT and the DISTRICT desires to provide water service to the CUSTOMER.

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

The DISTRICT shall furnish water service to the CUSTOMER in connection with the property to be served under this agreement, subject to the limitations set out in its Rates, Rules, and Regulations now in force or as hereafter amended. The property to be served is

a _____, located at _____
(Farm, Residence, Business, or Rental location of same type, etc.) (Address)

The CUSTOMER understands and fully agrees that the meter installed under this Agreement shall service only one (1) source (i.e., residence, commercial building, barn) and separate user agreements and meters shall be required for each additional source use located on CUSTOMER'S premises.

The CUSTOMER agrees to pay the Tariff's tap-on fee to the DISTRICT. Upon payment of said fee, DISTRICT agrees to install customer's choice of meter size at or near CUSTOMER'S property line, subject to distance limitations (up to 50') as contained in DISTRICT'S Rates, Rules, and Regulations and to connect meter for CUSTOMER'S property to the DISTRICT'S distribution main. When extraordinary geological or topographical conditions are encountered during installation or main line pressure justifies the installation of a pressure reduction valve, CUSTOMER shall pay such charges per the tariff.



In the event the CUSTOMER defaults under or violates the terms of this Agreement or the Rates, Rules, and Regulations of the DISTRICT and the DISTRICT expends funds to rectify same; or in the event a claim is made against the DISTRICT or the DISTRICT is held responsible for damages or injuries to persons or property resulting from the act or failure to act of the CUSTOMER, a member of the CUSTOMER'S household, or CUSTOMER'S agent in relation to the DISTRICT'S property or facilities, then the CUSTOMER shall fully indemnify and hold the DISTRICT completely harmless from all such loss, cost and expense so incurred, including but not limited to attorney's fees and court costs.

In the event a CUSTOMER has a meter installed, but does not initiate water service within six (6) months thereafter, then the CUSTOMER agrees to pay at least the minimum billing amount for water usage each month for the next 12 months, or until water service is initiated, if started during that 12-month period and continued through it.

The CUSTOMER agrees to grant to the DISTRICT, its successors and assigns, a perpetual access easement in, over, under and upon the subject property owned by the CUSTOMER, with the right to erect, construct, install and lay, and thereafter use, inspect, maintain, replace and remove water pipelines and appurtenant facilities, together with the right to utilize adjoining lands belonging to the CUSTOMER for the purpose of ingress to and egress from the said lands.

This Agreement constitutes the entire contract between the parties hereto, superseding and canceling all prior discussions, understandings, and contracts. This Agreement shall not be changed or supplemented unless done in a writing signed by both parties hereto.

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

JESSAMINE-SOUTH ELKHORN WATER DISTRICT

BY: _____

TITLE: _____

CUSTOMER SIGNATURE

BILLING ADDRESS/ PHONE #:

Jessamine South Elkhorn Water District
P O Box 731 Nicholasville, KY 40340-0731
Ph 859/881-0589 FAX 859/881-5080

**KENTUCKY
PUBLIC SERVICE COMMISSION**

Linda C. Bridwell
Executive Director



**EFFECTIVE
11/4/2023**

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